

ROCKLIN UNIFIED SCHOOL DISTRICT
2615 Sierra Meadows Drive Rocklin, CA 95677

Greg Daley, *President*
Camille Maben, *Vice President*
Susan Halldin, *Clerk*
Todd Lowell, *Member*
Wendy Lang, *Member*



APRIL 20, 2016
REGULAR MEETING AGENDA — 6:30 P.M.

1.0 **CALL TO ORDER**

2.0 **ROLL CALL**

3.0 **CLOSED SESSION (6:10 P.M.)** – The Board will adjourn to closed session regarding the following matters:

3.1 *Public Employee Appointment as authorized by Government Code 54957*
Position: Principal, Whitney High School

4.0 **RECONVENE TO OPEN SESSION**

5.0 **REPORT OF ACTION TAKEN IN CLOSED SESSION**

6.0 **PLEDGE OF ALLEGIANCE**

7.0 **SPECIAL RECOGNITIONS/PRESENTATIONS**

7.1 Placer County Office of Education 2016 Oral Spelling Bee Competition Winners (Presenters: Karen Huffines and Marty Flowers)

7.2 Whitney High School Broadcasting: 2016 Annual Student Television Network Award (Presenter: Marty Flowers)

7.3 Air Force Junior Reserve Officer Training Corps (AFJROTC), Silver Valor Award (Presenter: Greg Daley)

8.0 **AUDIENCE/VISITORS PUBLIC DISCUSSION** – This agenda item is included to give anyone in attendance an opportunity to ask questions or discuss non-agenda items with the Board of Trustees. The Board is not permitted to deliberate or take action on non-agenda items, but may refer the matter to a staff member for follow up. There is a three-minute time limit per person. A complaint about a specific employee of the District shall be made to that employee's immediate supervisor or the principal as required by Administrative Regulation 1312.1.

9.0 **COMMENTS FROM STUDENT REPRESENTATIVE**

10.0 **COMMENTS FROM BOARD AND SUPERINTENDENT**

11.0 **ACTION ITEMS - CONSENT CALENDAR** (*REQUIRES SINGULAR ROLL CALL VOTE*) – All matters listed under the Consent Calendar are to be considered routine and will be enacted by one motion followed by a roll call vote. There will be no separate discussion of these items unless the Board of

Trustees, audience, or staff request specific items to be removed from the Consent Calendar for separate discussion and action. Any agenda items removed will be voted upon following the motion to approve the Consent Calendar.

- 11.1 **APPROVE BOARD MINUTES** – Request to approve Board minutes.
 - 11.1.1 March 16, 2016
- 11.2 **APPROVE CERTIFICATED PERSONNEL REPORT** – Request to approve personnel items included on the Certificated Personnel Report. (Colleen Slattery)
- 11.3 **APPROVE CLASSIFIED PERSONNEL REPORT** – Request to approve personnel items included on the Classified Personnel Report. (Colleen Slattery)
- 11.4 **APPROVE BILL WARRANTS** – Request to approve Bill Warrants. (Barbara Patterson)
- 11.5 **APPROVE MONTHLY ACCOUNT SUMMARIES** – Request to approve monthly account summaries. (Barbara Patterson)
- 11.6 **ACCEPT DONATIONS** – Request to accept District donations. (Barbara Patterson)
- 11.7 **APPROVE RESOLUTION 15-16-16 DECLARING GOVERNING BOARD MEMBER ELECTION (PLACER COUNTY OFFICE ELECTIONS)** – Request to approve Resolution 15-16-16 declaring that an election be held in jurisdiction; Board of Supervisors consolidate the election with any other election conducted on said date (November 8, 2016); and request of election services by the County Clerk. (Roger Stock)
- 11.8 **APPROVE CONTRACT FOR SUMMER 2016 FLOORING PROJECTS** – Request to approve contract with Mohawk One for Summer 2016 Flooring Replacement Projects at Rocklin Elementary School, Sierra Elementary School, Twin Oaks Elementary School and Valley View Elementary School. (Craig Rouse)
- 11.9 **APPROVE CONTRACT FOR 2016 ASPHALT CONCRETE REHAB PROJECT** – Request to approve contract with J.B. Bostick for 2016 Asphalt Concrete Rehab Project at Rocklin High School, Antelope Creek Elementary School, Rock Creek Elementary School and Granite Oaks Middle School. (Craig Rouse)
- 11.10 **APPROVE CONTRACT FOR ROCKLIN HIGH SCHOOL EQUIPMENT AND PROJECTOR REPLACEMENT PROJECT** – Request to approve and ratify contract with Russell Fleming Construction for Rocklin High School Equipment and Projector Replacement Project. (Craig Rouse)
- 11.11 **APPROVE CONTRACT FOR PROPOSITION 39 ENERGY EXPENDITURE PLAN SUBMISSION OF DOCUMENTS FOR ROCKLIN ACADEMY, ROCKLIN ACADEMY AT MYERS AND ROCKLIN INDEPENDENT CHARTER ACADEMY** – Request to approve contract with Integral Group for Proposition 39 expenditure plan submission of documents for Rocklin Academy, Rocklin Academy at Meyers and Rocklin Independent Charter Academy Schools. (Craig Rouse)
- 11.12 **APPROVE 2015 – 16 CAREER TECHNICAL EDUCATION (CTE) ADVISORY COMMITTEE** – Request to approve 2015-16 CTE Advisory Committee. (Kathy Pon)
- 11.13 **APPROVE QUARTERLY REPORT ON WILLIAMS UNIFORM COMPLAINTS** – Request to approve Quarterly Report on Williams Uniform Complaints for the quarter ending in March 31, 2016. (Kathy Pon)

- 11.14 **APPROVE COMPREHENSIVE SCHOOL SAFETY PLANS FOR THE 2016 - 17 SCHOOL YEAR** – Request to approve Comprehensive School Safety Plans for the 2016-17 School Year. (Kathy Pon)
- 11.15 **APPROVE STIPULATED EXPULSION(S)** – Request to approve agreement and stipulated expulsion(s) for Student No. 042016-01. (Kathy Pon)
- 12.0 **ACTION ITEMS – REGULAR AGENDA** – Protocol for action items include a staff presentation, questions from the Board, public input, closing of public input, deliberation by the Board, and voting by the Board. During public input there will be a three-minute time limit per person.
- 12.1 **APPOINT PRINCIPAL AT WHITNEY HIGH SCHOOL** – Request to approve appointment of new Principal at Whitney High School, effective July 1, 2016. (Colleen Slattery)
- 12.2 **APPROVE BOARD POLICY (BP) AND ADMINISTRATIVE REGULATIONS (AR) ON INTERDISTRICT AND INTRADISTRICT ENROLLMENT PROCESS** – Request to approve revisions to the following Board Policies and Administrative Regulations following an enrollment update. (Kathy Pon)
- 12.2.1 AR 5111.1 District Residency – revised
- 12.2.2 AR 5111.12 Residency Based on Parent/Guardian Employment – revised
- 12.2.3 BP 5116.1 Intradistrict Open Enrollment – revised
- 12.2.4 AR 5116.1 Intradistrict Open Enrollment – revised
- 12.2.5 BP 5117 Interdistrict Attendance – revised
- 12.2.6 AR 5117 Interdistrict Attendance – revised
- 12.3 **POTENTIAL PLACER COUNTY ACTION TO REGULATE MEDICAL MARIJUANA DISPENSARIES** – Request potential action to authorize the Superintendent to write a letter to the Placer County Board of Supervisors supporting City of Rocklin concerns regarding Medical Marijuana Dispensaries. (Roger Stock)
- 12.4 **APPROVE ROCKLIN UNIFIED SCHOOL DISTRICT 2016-17 INITIAL CONTRACT PROPOSAL TO THE ROCKLIN TEACHERS PROFESSIONAL ASSOCIATION (RTPA) AND SET DATE FOR PUBLIC HEARING** – Request to approve District’s 2016-17 Initial Contract Proposal to RTPA and set date for public hearing. (Colleen Slattery)
- 12.5 **HOLD PUBLIC HEARING REGARDING 2016-17 INITIAL CONTRACT PROPOSAL FROM ROCKLIN TEACHERS PROFESSIONAL ASSOCIATION (RTPA) AND ROCKLIN UNIFIED SCHOOL DISTRICT (RUSD)** – Request to hold public hearing regarding 2016-17 Initial Contract Proposal from RTPA and RUSD. (Colleen Slattery)
- 12.6 **APPROVE LIVE VIDEO STREAMING /AUDIO ARCHIVING OF BOARD OF TRUSTEE MEETINGS AND REVISED BOARD BYLAW** – Request Board action on the option of live video streaming /audio archiving of Board of Trustee meetings and revision to the following Board Bylaw. (Diana Capra)
- 12.6.1 BB 9324 Minutes and Recordings – revised
- 12.7 **APPROVE DEVELOPMENT IMPACT FEE NEXUS STUDY** – Request approval of Development Impact Fee Nexus Study. (Craig Rouse)
- 12.8 **APPROVE CONTRACT FOR WHITNEY HIGH SCHOOL SYNTHETIC TURF REPLACEMENT/ALL WEATHER TRACK RESURFACE PROJECT** – Request to approve contract with Field Turf for Synthetic Turf Replacement/All Weather Track Resurface Project at Whitney High School. (Craig Rouse)

13.0 INFORMATION AND REPORTS

13.1 SECONDARY UPDATE: ROCKLIN UNIFIED SCHOOL DISTRICT CAREER TECHNICAL EDUCATION 5 YEAR PLAN, 2016 – 2021 – (Marty Flowers)

13.2 PROPOSED 2016-17 BUDGET AUGMENTATION AND LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) UPDATE – (Barbara Patterson and Kathy Pon)

14.0 PENDING AGENDA – This is the time to place future items on the Pending Agenda.

15.0 CLOSED SESSION – The Board will adjourn to closed session regarding the following matters.

15.1 *Conference with Legal Counsel – Anticipated and Existing Litigation* as authorized by Government Code section 54956.9

15.2 *Public employee discipline/dismissal/release pursuant to Government Code section 54957*

15.3 *Conference with Labor Negotiators* as authorized by Government Code Section 54957.6
District Representative(s):

- Roger Stock, Superintendent
- Kathy Pon, Deputy Superintendent, Educational Services
- Barbara Patterson, Deputy Superintendent, Business and Operations
- Colleen Slattery, Assistant Superintendent, Human Resources

16.0 RECONVENE TO OPEN SESSION

17.0 REPORT OF ACTION TAKEN IN CLOSED SESSION

18.0 ADJOURNMENT

Meeting Procedures: Per Board Bylaw 9323, the Board shall limit the total time for public input on each item to 20 minutes. With Board consent, the president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard.

Accommodating Those Individuals with Special Needs – In compliance with the Americans with Disabilities Act, the Rocklin Unified School District encourages those with disabilities to participate fully in the public meeting process. If you have a special need in order to allow you to attend or participate in our public meetings, please contact our office at (916) 624-2428 well in advance of the regular meeting you wish to attend, so that we may make every reasonable effort to accommodate you. Documents distributed for public session items, less than 72 hours prior to meeting, are available for public inspection at the Rocklin Unified School District Office, 2615 Sierra Meadows Drive Rocklin, CA 95677.

NEXT REGULARLY SCHEDULED BOARD MEETING: MAY 4, 2016, 6:30 P.M.



DECLARATION OF POSTING

ROCKLIN UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

REGULAR MEETING AGENDA

I am a citizen of the United States and a resident of the County of Placer. I am over the age of eighteen years; my business address is 2615 Sierra Meadows Drive, Rocklin, CA 95677.

On the date and the address shown below, I posted the ***ROCKLIN UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES REGULAR MEETING AGENDA*** by placing a true copy thereof in the following public place:

Date of Posting:

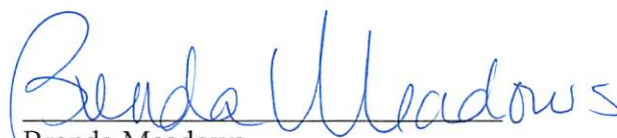
April 15, 2016

Place Posted:

2615 Sierra Meadows Drive
Rocklin, CA 95677

I, Brenda Meadows, certify under penalty of perjury that the foregoing is true and correct.

Executed on the 15th day of April 2016 in Rocklin, California.


Brenda Meadows
Executive Assistant
Rocklin Unified School District

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Placer County Office of Education 2016 Spelling Bee - Oral Competition

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

Annually, the Placer County Office of Education (PCOE) holds its Placer County Oral Spelling Bee Competition for students in grades 4th – 8th. This year the competition was held on March 10, 2016.

Status:

Sixteen Rocklin Unified School District (RUSD) students in 4th – 8th grade participated in the 2016 PCOE Oral Spelling Bee (see attached student list). This year, there were four RUSD students who placed first in their respective grade levels and received trophies; Abhinav Sharma, a 5th grade student from Rocklin Elementary School; Jasleen Bal, a 6th grade student from Valley View Elementary School; Melody Gill, a 7th grade student from Granite Oaks Middle School; and, Mridini Vijay, a 8th grade student from Granite Oaks Middle School. All four of these students participated in the Grand Finals Spelling Bee. Jasleen Bal and Mridini Vijay tied for 1st place in the Grand Finals (Mridini Vijay placed 2nd overall in the Grand Finals last school year). Both Abhinav Sharma & Jasleen Bal will go to the State Elementary Spelling Bee at the San Joaquin County Office of Education on April 23 and Melody Gill & Mridini Vijay will go to the State Junior High Spelling Bee on May 14th at the Marin County Office of Education.

Presenter(s):

Marty Flowers, Director of Secondary Programs & School Leadership
Karen Huffines, Director of Elementary Programs & School Leadership

Financial Impact:

Current year: N/A
Future years: N/A
Funding source: N/A

Materials/Films:

None

Other People Who Might Be Present:

Jordan White, Coordinator of State & Federal Programs
Amanda Makis, Principal, Rocklin Elementary School
Shari Anderson, Principal, Valley View Elementary School
Jay Holmes, Principal, Granite Oaks School

Allotment of Time:

Check one of the following: Special Recognition Consent Calendar Action Item Information Item

Packet Information:

None

Recommendation:

Special recognition only. No action required.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Whitney High School Broadcasting: 2016 Annual Student Television Network Award Recognition – Ben Barnholdt and WCTV19 students

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

The Student Television Network, an educational association of high school and middle school broadcast journalism, film and media programs, hosts an annual convention where students as well as adults can collaborate and share their experiences. The convention concludes with an awards ceremony recognizing the Broadcast Excellence National Winners in four high school categories and one middle school.

Status:

The Board of Trustees will recognize and honor Whitney High School Broadcasting Teacher Ben Barnholdt and WCTV19 students for receiving the *2016 National Broadcast Excellence Award* in the category "Daily Taped Show" for their show called "Unleashed." WCTV19 also won several other awards including Education Sports Entertainment (ESE) Network's Platinum award for the Nation's "Best Overall Network" that recognized WCTV19's website, content, live events, and community stories and came with \$10,000 worth of equipment.

Presenters:

Martin Flowers, Director of Secondary Programs and School Leadership

Financial Impact:

Current year: N/A
Future years: N/A
Funding source: N/A

Materials/Films:

None

Other People Who Might Present:

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item Special Recognition

Packet Information:

Student Television Network (STN), Broadcast Excellence Regional Winners Listing

Recommendation:

Special Recognition item only. No action required.

Broadcast Excellence Regional Winners

Daily Live Show

Intermountain	"Warrior News"	Pueblo Magnet High School	YouTube Channel
Midwest	"Trojan TV"	Park Hill High School	YouTube Channel
Northeast	"NHS Update"	Norwood High School	Website
Southeast	"CHSLive Today"	Cleveland High School	Website
Southwest	"NHSTV Live"	Northwest High School	Website
West	"CHSTV Worldwide"		Website
National Winner	"CHSLive Today"	Cleveland High School	

Daily Taped Show

Intermountain	"Willow Canyon Morning News"	Willow Canyon High School	Website
Northeast	"Morning Update"	Masconomet Regional HS	YouTube Channel
Southeast	"WROR-TV"	Oviedo High School	YouTube Channel
Southwest	"WTV Daily Update"	Liberty High School	Website
West	"Unleashed"	Whitney High School	Website
National Winner	"Unleashed"	Whitney High School	

Weekly Show

Intermountain	"Bridging the Divide"	Las Cruces High School	Website
Midwest	"LakerTV"	Calloway County High School	YouTube Channel
Northeast	"The Pulse"	Manchester High School	Website
Southeast	"Aftershock"	Cypress Bay High School	Website
Southwest	"KCBY-TV"	Coppell High School	Website
West	"Live From 205"	Palos Verdes High School	Website
National Winner	"Aftershock"	Cypress Bay High School	

Monthly Show

Midwest	"Tiger Broadcast"	Lee's Summit High School	Website
Northeast	"Mustang Magazine"	Norwood High School	Website
Southeast	"Bobcat Broadcast"	West Broward High School	Website
Southwest	"Blue Review"	James E. Taylor HS	Website
West	"The Current"	Pacific Palisades Charter	Website
South Pacific/Int.	"Searider /news"	Waianae High School	Website
National Winner	"Bobcat Broadcast"	West Broward High School	

Middle School National Winners	"VMS TV"	Valley Middle School	Website
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ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Air Force Junior Reserve Officers Training Corps (AFJROTC) Silver Valor Award
Recipient – Cadet Steven Del Nero II

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

The Air Force Junior Reserve Officers Training Corps (AFJROTC) is grounded in the Air Force core values of integrity first, service before self, and excellence in all they do. In recognition of cadets who perform voluntary acts of heroism, the AFJROTC awards the Gold and Silver Valor Awards. The Gold Valor Award recognizes the most outstanding acts of self-sacrifice and personal bravery by a cadet involving conspicuous risk of life above and beyond the call of duty and the Silver Valor Award is awarded to a cadet for a voluntary act of heroism which does not meet the risk-of-life requirements of the Gold Valor Award.

Status:

The Board of Trustees will recognize and honor Cadet Steven Del Nero II for receiving the second highest award a cadet can receive, the Silver Valor Award for rescuing a young swimmer in distress this past summer at Roseville Golf and Sunsplash.

Presenters:

Greg Daley, President, Board of Trustees

Financial Impact:

Current year: N/A
Future years: N/A
Funding source: N/A

Materials/Films:

None

Other People Who Might Present:

Colonel Michael A. Fernandez, USAF [Ret]

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item Special Recognition

Packet Information:

None

Recommendation:

Special Recognition item only. No action required.

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2615 Sierra Meadows Drive Rocklin, CA 95677

Greg Daley, *President*
Camille Maben, *Vice President*
Susan Halldin, *Clerk*
Todd Lowell, *Member*
Wendy Lang, *Member*



MARCH 16, 2016
REGULAR MEETING MINUTES — 6:30 P.M.

1.0 **CALL TO ORDER**— President Greg Daley called the meeting of the Rocklin Unified School District Board of Trustees to order at 6:10 P.M., March 16, 2016 in the District Administration Office located at 2615 Sierra Meadows Drive, Rocklin, CA, 95677. A quorum was established.

2.0 **ROLL CALL**

Trustees Present: Greg Daley, *President*
 Camille Maben, *Vice President*
 Susan Halldin, *Clerk*
 Todd Lowell, *Member*

Trustees Absent: Wendy Lang, *Member*

Student Representative: Luke Zianno, *Rocklin High School*

Administrative Staff: Roger Stock, *Superintendent*; Kathleen Pon, *Deputy Superintendent Educational Services*; Barbara Patterson, *Deputy Superintendent Business and Operations*; Colleen Slattery, *Assistant Superintendent Human Resources*; Craig Rouse, *Senior Director Facilities and Operations*; Marty Flowers, *Director Secondary Programs and School Leadership*; Tammy Forrest, *Director of Special Education and Support Programs*; Mike Fury, *Chief Technology Officer*; Diana Capra, *Chief of Communications and Community Engagement*; Davis Stewart, *Principal Rocklin High School*; Mark Williams, *Principal Victory High School and Rocklin Independent Charter Academy*; Dorothy Sutter, *Principal Rock Creek Elementary School*; Jason Feuerbach, *Assistant Principal/Athletic Director Whitney High School*; Brenda Meadows, *Recorder*.

3.0 **CLOSED SESSION (6:10 P.M.)**— The Board adjourned to closed session regarding the following matter(s):

3.1 Public Employee Appointment as authorized by Government Code 54957
 Position: Principal, Sunset Ranch Elementary School
 Position: Principal, Rock Creek Elementary School

RECONVENE TO OPEN SESSION— President Daley reconvened the meeting to open session at 6:35 P.M.

REPORT OF ACTION TAKEN IN CLOSED SESSION— No action was taken in closed session.

4.0 **PLEDGE OF ALLEGIANCE**— Luke Zianno and the Whitney High School AFJROTC Color Guard led the Board and audience in the Pledge of Allegiance.

5.0 **SPECIAL RECOGNITIONS/PRESENTATIONS**

5.1 Rocklin and Whitney High School Unified Basketball Game Planning Staff were recognized for their foresight and assistance in planning the inspirational event held on February 25, 2016. Trustees thanked staff for their outstanding service to students and congratulated them on introducing such a unifying event to the community, showcasing Rocklin Unified School District at its best.

6.0 **AUDIENCE/VISITORS PUBLIC DISCUSSION** – Greg Daley welcomed all visitors and invited them to speak on agenda items at the conclusion of the Board’s discussion. He also invited visitors to speak at this time regarding non-agenda items, noting a three minute time limit per person.

Public Comment:

Nathan Straud, Whitney High School (WHS) student, shared with Trustees information on the Architecture Construction and Engineering (ACE) program at WHS which is dedicated to creating and designing a better community.

Laura Kelly and Nathaniel Lynn, Rocklin High School (RHS) students, shared concerns with Trustees around student mental and emotional health issues, including depression, suicide and self harming. Kelly also requested that Trustees consider implementing a delayed start time for secondary schools. Trustee Greg Daley, thanked Kelly and Lynn for their heartfelt concern and comments and stated that the Board is committed to providing continued resources to staff and students to better support students experiencing mental health challenges. Daley shared that Trustees will discuss Late School Start Times at the May 18 Board of Trustees Meeting (Information Item).

7.0 **COMMENTS FROM STUDENT REPRESENTATIVE** – Student Representative Luke Zianno provided a report on events happening at elementary and secondary schools.

8.0 **COMMENTS FROM BOARD AND SUPERINTENDENT** – Camille Maben thanked staff for the recent update regarding media coverage Rocklin Unified has received over the past few months highlighting and the good work happening throughout the District. Susan Halldin shared that she recently attended the Rocklin State of the City Event, reminding her of the important partnership RUSD is with the City of Rocklin. Halldin stated RUSD is fortunate to have such a strong relationship with the City. Halldin also shared that she attended a Science, Technology, Engineering and Mathematics (STEM) competition where several RUSD students were recognized for their outstanding projects. Greg Daley thanked Steve Paul, past RUSD Board Member, for attending the meeting and for his long term impact on students and staff. Daley also shared that Trustees were heavy hearted as a result of the recent news of the passing of a Whitney High School student. Daley stated the Board is committed to its continued efforts to provide programs and support to students both emotionally and academically. Superintendent Stock expressed his condolences, on behalf of the District, on the loss of California Highway Patrol Officer Nathan Taylor (Antelope Creek Elementary School parent). Stock extended condolences to Taylor’s family and well as to the RUSD family during this time of loss. Stock also thanked the RUSD Facilities Team for their hard work during recent storms in providing a safe environment for staff and students.

9.0 **ACTION ITEMS - CONSENT CALENDAR**

9.1 **APPROVE BOARD MINUTES** – Request to approve Board minutes.
9.1.1 March 2, 2016

9.2 **APPROVE CERTIFICATED PERSONNEL REPORT** – Request to approve personnel items included on the Certificated Personnel Report. (Colleen Slattery)

9.3 **APPROVE CLASSIFIED PERSONNEL REPORT** – Request to approve personnel items included on the Classified Personnel Report. (Colleen Slattery)

- 9.4 **APPROVE 2017-18 (186 DAY) DISTRICT SCHOOL YEAR CALENDAR** – Request to accept proposed 2017-18 (186 day) District detailed school year calendar. (Colleen Slattery)
- 9.5 **APPROVE WILL SERVE LETTER AT PEBBLE CREEK DRIVE AND COPPERVALE DRIVE** – Request to approve Will Serve Letter for 47 lots located at Pebble Creek Drive and Coppervale Drive. (Craig Rouse)
- 9.6 **APPROVE CONTRACT FOR GRANITE OAKS MIDDLE SCHOOL SHRUB REMOVAL PROJECT** – Request to approve contract for Granite Oaks Middle School Shrub Removal Project with Russell Fleming Construction. (Craig Rouse)
- 9.7 **REJECT CLAIM R16-01** – Request to reject Claim R16-01. (Barbara Patterson)
- 9.8 **BOARD POLICY (BP) AND ADMINISTRATIVE REGULATIONS (AR)** – Request to approve the following Board Policies and Administrative Regulations. (Colleen Slattery)
- 9.8.1 BP 4030 Nondiscrimination in Employment – revised
- 9.8.2 AR 4030 Nondiscrimination in Employment – new
- 9.8.3 AR 4031 Nondiscrimination in Employment – deleted
- 9.9 **BOARD POLICY (BP) AND ADMINISTRATIVE REGULATIONS (AR)** – Request to approve the following Board Policies and Administrative Regulations. (Colleen Slattery)
- 9.9.1 AR 4121 Temporary/Substitute Personnel – revised
- 9.10 **BOARD POLICY (BP) AND ADMINISTRATIVE REGULATIONS (AR)** – Request to approve the following Board Policies and Administrative Regulations. (Colleen Slattery)
- 9.10.1 AR 4261.1 Personal Illness/Injury Leave – revised

A **MOTION** was made by Susan Halldin and seconded Todd Lowell to approve the Consent Calendar. Motion passed by the following roll call vote: Student Representative – aye, Lowell – aye, Maben – aye, Halldin – aye, Daley – aye.

10.0 **ACTION ITEMS – REGULAR AGENDA**

- 10.1 **APPOINT PRINCIPALS AT ROCK CREEK ELEMENTARY SCHOOL AND SUNSET RANCH ELEMENTARY SCHOOL** –

Colleen Slattery, Assistant Superintendent, Human Resources, requested appointment of Mark Williams as new Principal at Rock Creek Elementary, effective July 1, 2016.

Public Comment: Steve Paul shared his support of Mark Williams and the excellence he has brought to the District, excelling in his roll as Principal at Victory High School (VHS)/Rocklin Independent charter Academy (RICA). Paul stated that thanks to the good work of retiring Principal Dorothy Sutter, Williams will take over a strong and thriving school.

A **MOTION** was made by Todd Lowell and seconded Camille Maben to approve appointment of Mark Williams as new Principal of Rock Creek Elementary School. Motion passed unanimously.

Comment: Following approval, Mark Williams thanked the Board for their support and confirmation and shared his excitement to be part of the Rock Creek team. Camille Maben congratulated Williams in his new appointment sharing this is an exciting new chapter for him. Susan Halldin congratulated Williams and shared that Trustees are always available for any support needed in his new role. Todd Lowell stated that he looks forward to watching Williams continue to excel in his new leadership role within the District. Greg Daley congratulated

Williams, stating he knows Williams will bring his talents to continue the success of the school that Principal Dorothy Sutter worked so hard to build. Superintendent Stock thanked Williams for his attitude of leadership and learning as he transitions into his new roll at Rock Creek Elementary.

Colleen Slattery, requested appointment of William “Bill” MacDonald as new Principal at Sunset Ranch Elementary, effective July 1, 2016.

A **MOTION** was made by Camille Maben and seconded Susan Halldin to approve appointment of William MacDonald as new Principal of Sunset Ranch Elementary School. Motion passed unanimously.

Comment: Following approval, Colleen Slattery read a written response from Bill MacDonald (who was unable to attend the meeting due to a prior professional commitment) thanking the Board for their approval and expressing gratitude and excitement to be part of the Rocklin Unified and Sunset Ranch Elementary team.

- 10.2 **APPROVE BOARD POLICY (BP) AND ADMINISTRATIVE REGULATIONS (AR) ON INTERDISTRICT AND INTRADISTRICT ENROLLMENT PROCESS** – Kathy Pon, Deputy Superintendent, Educational Services, presented the Board with additional data and information and requested approval of revisions to the following Board Policies and Administrative Regulations following an enrollment update.

- 10.2.1 AR 5111.1 District Residency – revised
- 10.2.2 AR 5111.12 Residency Based on Parent/Guardian Employment – revised
- 10.2.3 BP 5116.1 Intradistrict Open Enrollment – revised
- 10.2.4 AR 5116.1 Intradistrict Open Enrollment – revised
- 10.2.5 BP 5117 Interdistrict Attendance – revised
- 10.2.6 AR 5117 Interdistrict Attendance – revised

Board Comments:

Trustees discussed Interdistrict and Intradistrict current policy and practices and gave additional direction to staff. Board did not approve revisions to policies presented and asked for adjustments to language to be brought back at the April 20, 2016 Board Meeting for action.

Interdistrict Transfer Policy for Impacted School Sites: Trustees stated that students living within the school boundary of impacted sites should receive priority over interdistrict transfer students. Trustees identified two categories within “Interdistrict Transfers” for impacted sites:

- 1) **Students of current RUSD Employees working at the school site (full time):**
Trustees stated that students living in school boundary would always have priority for placement with the next priority going to students who have parents working at the school site.
 - a) New RUSD employees hired at the school site would not get priority.
 - b) Siblings of RUSD employees entering the impacted school site would not get priority.
 - c) Interdistrict Policy language to include that the Interdistrict Transfer approvals can be revoked in the case of attendance, academic, or behavioral issues.
- 2) Next Priority would go to **Students of RUSD Employees (not working at the impacted site) as well as Non RUSD Employees working in the District 3+ days:**
 - a) Students/Families would be required to reapply each year.
 - b) No guarantee on specific site placement. Only guaranteed a spot in the District.

Intradistrict Transfer Policy for Impacted School Sites: Trustees stated that students living within the school boundary of impacted sites always get priority over Intradistrict Transfers.

- 1) Students who have attended 85% of the regular school year gain residency to their school of attendance.
- 2) Students attending an impacted site on an Intradistrict Transfer in the first year would not be granted residency.
- 3) Intradistrict Policy language to include that Intradistrict Transfer approvals can be revoked in the case of attendance, academic, or behavioral issues.

Residency Verification:

Trustees agreed that the practice of “residency verification” has fallen away and stated the need to audit Sunset Ranch Elementary for the 2016/17 school year (most impacted site in District). Trustees requested that the District provide Sunset Ranch Elementary the resources to complete an audit. Results from the Sunset Ranch Residency Verification Audit would allow the District to have additional conversation on whether more audits would be appropriate at additional RUSD school sites.

Gifted and Talented Education (GATE) Program at Rocklin Elementary:

Camille Maben asked about the consideration of expanding the self contained GATE program to two school sites to accommodate families. Maben shared concern that combination classes that may be created at Rocklin Elementary, due to impact of the GATE program, may not be in the best interest of the community and student base served at the school site. Additional expansion at the GATE program site may increase redirection of resident students. Stock stated the District has looked at expanding GATE to a second site and could bring back that analysis to Trustees in a memorandum.

- 10.3 **APPROVE LIVE VIDEO STREAMING /AUDIO ARCHIVING OF BOARD OF TRUSTEE MEETINGS AND REVISED BOARD BYLAW** – Request Board action on the option of live video streaming/audio archiving of Board of Trustee meetings and revision to the following Board Bylaw. (Diana Capra)
- 10.3.1 BB 9324 Minutes and Recordings – revised

Trustee Greg Daley pulled Item 10.3 and asked the Superintendent to bring back to Trustees at the April 20, 2016 Board meeting.

- 10.4 **ACCEPT 2016-17 INITIAL CONTRACT PROPOSAL FROM ROCKLIN TEACHERS PROFESSIONAL ASSOCIATION (RTPA) AND SET DATE FOR PUBLIC HEARING** – Colleen Slattery, Assistant Superintendent, Human Resources, presented Trustees with the 2016-17 Initial Contract Proposal from RTPA. Slattery requested approval of the contract proposal and approval to schedule a public hearing for April 20, 2016.

Public Comment: Colleen Crowe, Bargaining Chair for RTPA, stated she and the RTPA negotiation team look forward to working with District after the public hearing which is proposed for April 20, 2016.

A **MOTION** was made by Todd Lowell and seconded Susan Halldin to approve the 2016-17 Initial Contract Proposal from RTPA and to schedule a public hearing for April 20, 2016. Motion passed unanimously.

- 10.5 **APPROVE DISTRICT CERTIFICATION OF ABILITY TO MEET FINANCIAL OBLIGATIONS (SECOND INTERIM REPORT)** – Barbara Patterson, Deputy Superintendent, Business and Operations, requested approval of Second Interim Report, certifying that it will meet its financial obligations for the current and subsequent two fiscal years (Positive Certification).

A **MOTION** was made by Susan Halldin and seconded by Todd Lowell to approve Second Interim Report. Motion passed unanimously.

- 10.6 **ADOPT RESOLUTION NO. 15-16-15, KINDERGARTEN THROUGH COMMUNITY COLLEGE PUBLIC EDUCATION FACILITIES BOND ACT OF 2016** – Craig Rouse, Senior Director Facilities and Operations, requested approval of adoption of Resolution 15-16-15, to support the Kindergarten through Community College Public Education Facilities Bond Act of 2016.

Comment: Todd Lowell asked if Resolution 15-16-15 was an “initiative,” to which Rouse responded “yes, this was a bond initiative to be included on the November 2016 ballot.” Trustees acknowledged the need for state funds to modernize and build new facilities.

A **MOTION** was made by Camille Maben and seconded Susan Halldin to approve adoption of Resolution 15-16-15, to support the Kindergarten through Community College Public Education Facilities Bond Act of 2016. Motion passed by roll call vote: Lowell – aye, Maben – aye, Halldin – aye, Daley – aye.

11.0 **INFORMATION AND REPORTS**

- 11.1 **LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP)** – Kathy Pon, Deputy Superintendent, Educational Services, and Melanie Patterson, LCAP Program Specialist, presented Trustees with an informational report on the Local Control Accountability Plan (LCAP) including recommend actions for 2016-17 RUSD LCAP and an overview analysis of stakeholder input.

Comments: Trustees thanked staff for the detailed report and hard work on LCAP. Lowell expressed how impressive it was to see the high level of participation from stakeholders. Lowell asked Pon and Patterson what areas of work might have been identified as duplicative and/or no longer needed. Pon and Patterson stated that as the District collects and refines LCAP data, the District will continue to identify and consider the elimination of any program/resources that are no longer effective and may be replaced by other resources. Camille Maben thanked the LCAP team for their work, stating that the list was very comprehensive. Maben recommended narrowing the list to allow the District a way to measure programs that are most effective (new and existing). Maben asked team to use the statement “how are children and families better off by this investment” as a benchmark in identifying which programs to keep and implement. Maben also stated the ongoing need for implementation of mental health support services at schools site, referring to a past “advisory model” of having staff assigned 10 -12 students to connect with on a regular basis. Stock thanked Trustees for recognizing the value that the LCAP position brings to the District, allowing the District the ability to gather more stakeholder input to provide Trustees with details around LCAP, making the District stronger in it’s efforts to support students and staff.

- 12.0 **PENDING AGENDA** – No items were placed on the Pending Agenda at this time.

- 13.0 **ADJOURNMENT**– President Daley adjourned the meeting at 9:35 P.M. (No Closed Session was held).

Please note that additional information distributed to the Board of Trustees before or during the meeting and not included in the agenda packet can be obtained by calling the District Office at (916) 630-2230

**ROCKLIN UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
REGULAR MEETING 6:30 P.M.**

ATTENDANCE SIGN-IN SHEET

Wednesday, March 16, 2016

NAME	AFFILIATION <small>(site name/position, parent, community organization, etc.)</small>	CONTACT INFORMATION <small>(email and/or phone)</small>
Colleen Crave	RTPA, RHS, Parent	RHS
Mark Williams	VHS	
Chris Purdy	Adapted PE	
Melanie Purdy	SELPA	
Wynn McGee	DO	
Jim Kaiser	RHS	
Mike Gomez	WHS	
Laura Kelly	RHS student	
NINA GIOIOSA	SIERRA	
Nate Lynn	RHS Student	
Ann Feliz	SR 1866	
Nancy Bronte	SR	
Stan Taylor	CSEA	
Lei-Lani Haynes	SRES	
Dorothy Sutter	RC	
Ah	WHS	

Completion of any portion of this sign-in sheet is voluntary and will be included as part of the permanent minutes.

ROCKLIN UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
REGULAR MEETING 6:30 P.M.

ATTENDANCE SIGN-IN SHEET

Wednesday, March 16, 2016

NAME	AFFILIATION <small>(site name/position, parent, community organization, etc.)</small>	CONTACT INFORMATION <small>(email and/or phone)</small>
Rquelen Hymosi	Parent	
Angela Tan	Parent	

Completion of any portion of this sign-in sheet is voluntary and will be included as part of the permanent minutes.

CERTIFICATED/MANAGEMENT PERSONNEL REPORT

RESIGNATION/RETIREMENT:

1. Anderson Dooley-Miller, RSP Teacher, Breen Elementary, Retirement 6/3/2016
2. Carolyn McNabb, Math Teacher, Granite Oaks Middle School, Retirement 6/3/16
3. Leigh Meadows, Social Studies Teacher, Granite Oaks Middle School, Retirement 6/3/16
4. Mellyn Savage, Elementary Teacher, Antelope Creek Elementary, Retirement 6/3/16
5. Stacy Sewell, Elementary Teacher, Antelope Creek Elementary, Resignation 4/4/16
6. Bradley Smith, Inclusion Teacher, Sunset Ranch Elementary, Resignation 6/3/16
7. Michael VanPelt, Elementary Teacher, Antelope Creek Elementary, Retirement 6/3/16
8. Linda Wampler, Elementary Teacher, Breen Elementary, Retirement 6/3/16
9. Larry Weiss, Art Teacher, Spring View Middle School, Retirement 6/3/16

LEAVE OF ABSENCE:

10. Sarah Gillette, Social Science Teacher, Rocklin High School, extend approved leave of absence from 3/18/16 to 4/8/16

2016-17 NEW HIRES:

11. Alene Cawood-Smith, 1.0 FTE School Psychologist
12. Ismara Contratto, 1.0 FTE Speech-Language Pathologist
13. Leann Sublett, 1.0 FTE School Psychologist

CLASSIFIED PERSONNEL REPORT

RESIGNATIONS/RETIREMENT:

1. John Mayfield, Bus Driver, Transportation, Resigned, 3/11/16
2. Erika Falls, Special Ed Instructional Aide II, Rocklin High School, Resigned, 4/7/16

PLACED ON 39 MONTH REHIRE LIST:

3. Miriam Noble, Instructional Aide, Spring View Middle School, 3/2/16
4. Micaelina Viana Moran, Night Custodian, Rocklin High School, 4/1/16
5. Nick Bresnyan, Night Custodian, District Office, 3/24/16

LEAVE OF ABSENCE:

6. Shawn McQueary, Health Aide, Whitney High School, 2/26/16 – 5/1/16
7. Janie Heath, Special Ed Instructional Aide I, Rocklin High School, 5/9/16—5/13/16
8. Patricia Hazell, Special Ed Instructional Aide II, Rocklin High School, 4/7/16—5/7/16

NEW HIRES FOR 2015-16:

9. Michael Bustamante, Night Custodian (Float), Maintenance & Operations, 3/7/16
10. Wendy Cottingham, Special Ed Instructional Aide II, Whitney High School, 3/17/16
11. David Hawkins, Bus Driver, Transportation Department, 3/16/16
12. Zachary Hartley, Delivery Driver/Warehouse Worker, Nutrition Services, 4/4/16

RECLASSIFICATIONS/CHANGE IN HOURS:

13. Michele Martin, Computer Maintenance Tech, District Office, 4/6/16
14. Jennifer Lindsay, Instructional Aide, Sunset Ranch, Decrease in hours, 7/1/16
15. Amy Miller, Instructional Aide, Sunset Ranch, Increase in hours, 7/1/16

**ROCKLIN UNIFIED SCHOOL DISTRICT
HUMAN RESOURCES**

16. ThuAnn Joe, Instructional Aide, Sunset Ranch, Increase in hours, 7/1/16
17. Michelle Winter, Instructional Aide, Sunset Ranch, Increase in hours, 7/1/16
18. Kathee Hart, Instructional Aide, Parker Whitney, Increase in hours, 7/1/16
19. Angela Moniz, Instructional Aide, Parker Whitney, Increase in hours, 7/1/16
20. Tamara Henry, Instructional Aide, Cobblestone Elementary, Decrease in hours, 7/1/16
21. Nicole Arteaga-Altamirano, Instructional Aide, Rocklin Elementary, Increase in hours, 7/1/16
22. Allison Barrett, Instructional Aide, Rocklin Elementary, Increase in hours, 7/1/16
23. Jennifer Burke, Instructional Aide, Ruhkala Elementary, Increase in hours, 7/1/16
24. Jodi Neiman, Instructional Aide, Ruhkala Elementary, Increase in hours, 7/1/16
25. Andrea Barker, Instructional Aide, Ruhkala Elementary, Decrease in hours, 7/1/16
26. Janice Carpenter, Instructional Aide, Sierra Elementary, Increase in hours, 7/1/16
27. Sharon Igarashi, Instructional Aide, Sierra Elementary, Increase in hours, 7/1/16
28. Karen Baker, Instructional Aide, Sierra Elementary, Increase in hours, 7/1/16
29. Aruna Kommu, Instructional Aide, Rock Creek, Increase in hours, 7/1/16
30. Lilia Arnest, Confidential Clerk, District Office, Increase in hours, 3/28/16

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Accept Donations
DEPARTMENT: Office of the Deputy Superintendent, Business & Operations

Background:

The District receives donations from various individuals and companies throughout the year.

Status:

It is the practice of the District to bring all donations to the Board on a monthly basis.

Presenter:

Barbara Patterson, Deputy Superintendent, Business & Operations

Financial Impact:

Current year: \$173,411.17
Future years: N/A
Funding source: Local sources

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item

Packet Information:

List of donations

Recommendation:

Staff recommends accepting donations.

DONATIONS /April 20, 2016

Date	Donor	Donation	Comment/Purpose	School Site
2/19/2016	Oki Scholarship Trust	\$150,000.00	4 scholarships annually of \$1,500 each	RHS & WHS
3/18/2016	K.C. Wuelfing	\$30.00	PG&E Company/Employee Giving	Breen
3/18/2016	PG&E Foundation	\$60.00	PG&e Company/Employee Giving	Breen
4/1/2016	Chick-fil-A	\$1,080.17	Fundraiser	Breen
1/28/2016	Barnes & Noble	Discontinued Items	To be used for Incentive Programs	Cobblestone
2/2/2016	PG&E Foundation	\$210.00	Payroll match for Kristi Hoisington	Cobblestone
2/8/2016	Target Take Charge of Education	\$414.75	1% of purchases from supporters	Cobblestone
3/8/2016	George Archer Memorial Foundation	\$2,500.00	Foundation for Literacy	Rocklin Elem.
3/7/2016	Lifetouch National School Studios	\$444.00	Commission for student pictures	Ruhkala
2/18/2016	Alaina Glasgow	\$300.00	Spirit wear donation	Ruhkala
2/19/2016	Target Take Charge of Education	\$1,276.08	1% of purchases from supporters	Ruhkala
3/11/2016	Sierra Elementary PTC	\$13,500.00	Chrome Book Cart	Sierra
3/15/2016	Wells Fargo Community Grant	\$500.00	Support general operating expenses	Sierra
3/15/2016	Grant Kageta	\$41.52	Through PG&E Matching Gifts Program	Sierra
3/18/2016	PG&E Corporation	\$41.52	On behalf of Grant Kageta	Sierra
2/17/2016	Target Take Charge of Education	\$964.15	1% of purchases from supporters	Sierra
2/22/2016	AT&T Giving Program	\$40.00	On behalf of Jennifer Huston	Valley View
3/7/2016	Lifetouch National School Studios	\$462.00	Commission for student pictures	Valley View
3/18/2016	AT&T Employee Giving Program	\$40.00	On behalf of Jennifer Huston	Valley View
3/1/2016	Target Take Charge of Education	\$1,306.98	1% of purchases from supporters	Whitney HS
2/29/2016	Archana Sharma	\$200.00		Rocklin HS
3/30/2016	Rocklin Youth Soccer Club	Toro Reel Mower	Valued at \$4,000	District
	Total	\$173,411.17		

ROCKLIN UNIFIED SCHOOL DISTRICT
BOARD AGENDA BRIEFING

SUBJECT: Approve Resolution 15-16-16, Declaring Governing Board Member Election
(Placer County Office of Elections)

DEPARTMENT: Office of the Superintendent

Background:

Per California Elections Code Section 10509, the Placer County Elections Division requires a Resolution requesting election services for the November 8, 2016.

Status:

The Resolution submitted from Rocklin Unified School District (15-16-16) declares that an election be held in its jurisdiction; requests the Board of Supervisors consolidate the election with any other election conducted on said date; and requests election services by the County Clerk.

Presenter:

Roger Stock, Superintendent

Financial Impact:

Current year: N/A
Future Year: N/A
Funding Source: N/A

Material/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item

Packet Information Item:

Resolution 15-16-16

Recommendation:

Staff recommends approval of Resolution 15-16-16.

**NOTICE OF GOVERNING BOARD MEMBER ELECTION AND/OR
NOTICE TO SUBMIT MEASURE(S) TO A VOTE OF THE VOTERS**

Resolution No. 15-16-16

RESOLUTION OF THE GOVERNING BODY OF THE

Rocklin Unified School District

DECLARING AN ELECTION BE HELD IN ITS JURISDICTION;
REQUESTING THE BOARD OF SUPERVISORS TO CONSOLIDATE THIS ELECTION
WITH ANY OTHER ELECTION CONDUCTED ON SAID DATE;
AND
REQUESTING ELECTION SERVICES BY THE COUNTY CLERK.

WHEREAS, this District Governing Body orders an election to be held in its jurisdiction on
November 8, 2016; at which election the issue(s) to be presented to the voters shall be:

NOMINATION OF CANDIDATES FOR THE GOVERNING BODY

1. Said election shall be to fill a vacancy for the following Board Members(s) who resigned and/or whose term(s) expired:

Incumbent's Name	Division Number (if applicable)	Regular/Short Term
Gregory Daley		Regular
Camille Maben		Regular

2. Said Directors for this District are elected in the following manner:

X At Large.

There are no divisions in the District; all voters within the District vote for all candidates.

By Division.

Districts are split into areas; only those voters residing in the area may vote for candidates who run in the area.

Qualified by Division-Elected at Large.

Directors must qualify to run by living in a specific division, but all voters within the District may vote on all candidates.

3. Said District has determined the following election particulars:

- The length of the Candidate Statement shall not exceed 200 words.
(Specify either 200 or 400 words)
- The cost of the Candidate Statement shall be paid by the Candidate.
(Specify Candidate or District)

MEASURE(S) TO BE SUBMITTED TO THE VOTERS (IF APPLICABLE)

(If this election is strictly for deciding one or more measures and no candidates are to be elected, please complete #4 through #6 below)

4. Said District _____ request that the following measure(s) be decided at this election.
(Specify does or does not)

- Said Governing Board orders the following measure(s) to be put to a vote of the residents of the District:

(See attached wording marked Exhibit(s) _____)

5. Said District has determined the following election particulars:

- In the case of a tie vote, the election shall be determined by LOT.
(Specify lot or runoff election)
- The County Clerk is **requested** to provide election services. If the District requests the Placer County Office of Elections to provide election services, all applicable costs will be paid for by the District.
(Specify requested or not requested)

6. The District hereby certifies that (please check one):

There have been changes to the District boundary lines since our last election as shown on the attached map and/or legal description.

There have been no District boundary changes since our last election, but the District understands that the Placer County Public Works Mapping Division will verify our District boundary lines prior to the election.

BE IT RESOLVED that the Board of Supervisors of the County of Placer is hereby requested to:

1. Consolidate the election with any other applicable election conducted on the same day;
2. Authorize and direct the County Clerk, at Governing Body expense, to provide all necessary election services.

This Resolution shall be considered a Notice of Election and Specification of Election Order if applicable.

PASSED AND ADOPTED by the Governing Body on _____,
20____.

AYES:

NOES:

ABSENT:

ATTEST: _____
SECRETARY OF THE BOARD

CHAIR OF THE BOARD

(Seal)

ROCKLIN UNIFIED SCHOOL DISTRICT

Item 11.8
CONSENT
April 20, 2016

BOARD AGENDA BRIEFING

SUBJECT: Approve Contract for Summer 2016 Flooring Projects

DEPARTMENT: Office of the Senior Director, Facilities, Maintenance & Operations

Background:

The District's Deferred Maintenance Program for the summer of 2016 includes carpet and vinyl flooring replacement at Rocklin Elementary School, Sierra Elementary School, Twin Oaks Elementary School and Valley View Elementary School

Status:

The District solicited services provided through the California Department of General Services ("DGS") for obtaining equipment and supplies selected through a State bid program commonly referred to as California Multiple Award Schedules ("CMAS").

CMAS is a process followed by DGS that evaluates suppliers on a competitive bid basis and then makes the bidding lists that come from that process available to State agencies as well as local agencies, including the District. Local agencies need not undertake their own, separate competitive bidding process as long as they adhere to the acquisition process and bid specifications set forth in CMAS bid procedures for a particular goods or services.

The Mohawk One bid is offered through the CMAS process. District staff has evaluated and compared the Mohawk One specifications with the other suppliers under the CMAS program and has determined that Mohawk best meets the District's needs as stated above.

Under CMAS procedures, the District may award the contract to Mohawk One under the CMAS procurement bid upon a finding that the purchase is in the best interest of the District (e.g. timelines, quality of the product or work, price, technical expertise, cost of developing specifications and coordination with existing infrastructure may be considered).

A contract will be provided to the board prior to the board meeting.

Mohawk Carpet Distribution, Inc.: \$78,065.06

Proposal was reviewed by the Senior Director, Facilities, Maintenance & Operations and Assistant Director of Facilities & Maintenance.

This work will be scheduled to start on June 6, 2016 and will be completed by August 15, 2016, subject to board approval.

Presenter:

Craig Rouse, Senior Director Facilities, Maintenance & Operations

Financial Impact:

Current year: \$78,065.06
Future years: N/A
Funding source: RDA Deferred Maintenance 9030

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item

Packet Information:

Contractor Agreement.

Recommendation:

Staff recommends approval of the contract for the summer 2016 flooring replacement projects at Rocklin Elementary School, Sierra Elementary School, Twin Oaks Elementary School and Valley View Elementary School in the amount of \$78,065.06 with Mohawk Carpet Distribution, Inc..

**ROCKLIN UNIFIED SCHOOL DISTRICT
CONSTRUCTION AGREEMENT
(Projects over \$15,000)**

THIS AGREEMENT is between Rocklin Unified School District ("District") and Mohawk Carpet Distribution, Inc. ("Contractor"). District and Contractor agree as follows:

1. Project. Contractor shall perform everything required to be performed and shall provide and furnish all labor, materials, tools, equipment, and all utility and transportation services required for the construction of 2016 Summer Flooring Replacement Projects ("Project") as fully described in the attached Exhibit "A".

All work to be performed and materials to be furnished shall be in conformity with the complete Agreement which includes the following Contract Documents, all of which are incorporated by reference: Notice to Contractors Calling for Bids, Instructions to Bidders, Bid Form, Designation of Subcontractors, Workers' Compensation Certificate, Performance Bond, Non-collusion Affidavit, Insurance Certificates, Guarantees, any Payment Bond, Change Orders, Shop Drawing Transmittals, Contractor's Certificate Regarding Non-Asbestos and/or Lead Containing Materials, if any, Davis-Bacon Compliance Certification, if any, Fingerprinting Certification, Labor Compliance Program documents, if any, Special Conditions and/or Special Requirements, Plans, Drawings, and/or Specifications, this Agreement, and any modifications, addenda, and amendments of or to any of these documents. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Time for Performance. Contractor shall commence work on the Project on the date stated in the District's Notice to Proceed and shall complete the Project within 65 calendar days after that. Time is of the essence in this Agreement.

3. Contract Price. Subject to the terms and conditions of this Agreement, District shall pay to Contractor for all work to be performed under this Agreement the total sum of \$78,065.06.

4. Payments.

A. Duration of Contract: 65 calendar days.

- (1) Less than 60 or greater than 60 Days: Contractor shall be paid an amount equivalent to 95 percent of the contract price upon acceptance of the Project by the Governing Board or other governing body of District. Contractor shall be paid the remaining five (5) percent of the Contract Price within 35 days following the recording of a Notice of Completion.
- (2) N/A: Greater than 60 Days: Contractor shall be paid a sum equal to 95 percent of the value of all work performed and of materials delivered and used, less the aggregate of previous payments. District may also deduct from such payments any amounts deemed due from Contractor. These monthly payments shall be made only on the basis of estimates which shall be prepared by Contractor on a form approved by District and filed before the fifth day of the month during which payment is to be made. Before

consideration of a request for payment, a certificate in writing shall be obtained from the Architect stating that the work for which the payment is demanded has been performed in accordance with the terms of the Contract Documents and that the amount stated in the certificate is due under the terms of the Contract Documents. The certificate of the Architect shall not be conclusive upon District, but advisory only. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release Contractor or Surety from any damages arising from such work or from enforcing each and every provision of this Agreement, and District shall have the right to subsequently correct any error made in any estimate for payment.

- B. From the payments specified in Paragraph A, District may make any deductions authorized or required by law or this Agreement including, by way of example only, the following:
- (1) Liquidated and other damages described in Paragraph 11;
 - (2) Defective work not remedied.
 - (3) Failure of Contractor to make proper payments to its subcontractor(s) or material suppliers for materials or labor.
 - (4) Damage to another contractor.
 - (5) Other damages sustained by District.

5. Submission of Bonds and Certificates. The Contractor shall not commence any work on the Project until it has submitted to District all certificates and bonds required by this Agreement. All bonds and certificates shall be submitted to District within ten days following award of this contract.

6. Insurance. Contractor shall take out and maintain at its own cost and expense during the term of this Agreement the following insurance:

- A. Workers compensation insurance for all of Contractor's employees in amounts not less than that required by law. Pursuant to Labor Code Sections 3700 and 1860, et seq., Contractor shall submit to District an acceptable Workers Compensation Certificate.
- B. Contractor shall obtain and maintain in effect at its own cost and expense during the term of this Agreement public liability and property damage insurance with per occurrence limits of not less than One Million Dollars (\$1,000,000.00) for death or personal injury and One Million Dollars (\$1,000,000.00) for property damage. The policy(ies) shall contain an endorsement naming District as an additional insured insofar as this Agreement is concerned, and provide that notice shall be given to District at least 30 days prior to cancellation or material change in the form of such policy(ies). Contractor shall furnish District with certificates for insurance

containing the endorsements required under this section, and District shall have the right to inspect the original policy(ies) of such insurance upon request.

- C. All insurance companies must meet the following criteria:
- (1) U.S. Treasury listed
 - (2) California admitted, as confirmed by the California Department of Insurance or listed in the California Department of Insurance's List of Eligible Surplus Line Insurers ("LESLI List")
 - (3) A minimum rating of "A- VIII," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, 08858.

7. Performance/Payment Bonds. The Contractor shall furnish a Performance Bond in an amount equal to 100 percent of the Contract Price. If the Contract Price specified in Paragraph 3 is more than \$25,000, the Contractor shall also furnish a Payment Bond in an amount equal to 100 percent of the Contract Price. Any bond submitted must be issued by a California admitted corporate surety which is U.S. Treasury listed and whose U.S. Treasury listing indicates a bonding capacity in excess of the project cost. If a California admitted surety insurer issuing a bond does not meet these requirements, the insurer will be considered sufficient if each of the following conditions is satisfied:

- A. The following documents are submitted with the bond:
- (1) The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.
 - (2) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner.
 - (3) A certificate from the county clerk of the county in which the District is located that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
- B. If it appears that the bond was duly executed, that the insurer is authorized to transact surety insurance in the state, and that its assets exceed its liabilities in an amount equal to or in excess of the amount of the bond subject to Insurance Code Section 12090.

8. Changes and Extra Work. Contractor and District agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a Supplemental Contract or Change Order and approved and signed by District and Contractor. Should District direct or request additional project work not otherwise included within Paragraph 1 of this Contract, the cost of the additional work shall be added to the Contract Price and paid by

District pursuant to Paragraph 4 of Agreement. The term "cost" as used in this paragraph means the actual cost to Contractor of the labor, materials, or subcontracts required for the additional work increased by no more than 10 percent for Contractor overhead (including any increased bond costs).

9. Indemnification. Contractor shall indemnify and hold harmless District, its governing board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- A. Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of District.
- B. Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of Contractor, or any person, firm, or corporation employed by Contractor, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off District's property, if the liability arose due to the negligence or willful misconduct of anyone employed by Contractor, either directly or by independent contract.

At Contractor's own expense, cost, and risk, Contractor shall defend at the District's request any and all actions, suits, or other proceedings that may be brought or instituted against District, its governing board, officers, agents, or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against District, its governing board, officers, agents, or employees in any action, suit, or other proceeding as a result thereof.

10. Termination of Contract. Should Contractor commit any of the acts specified in this paragraph, by giving seven day's written notice to Contractor, District may, without prejudice to any other rights or remedies afforded District by law or by this Agreement, terminate the services of Contractor under this Agreement; take possession of the Project and the premises on which it is located; take possession of all materials, tools, and appliances located on the premises; and complete the Project by whatever method District may deem expedient. Contractor shall be deemed to have committed an act specified in this paragraph if Contractor:

- A. Is adjudged a bankrupt;
- B. Makes a general assignment for the benefit of creditors;
- C. Refuses or fails to supply enough properly skilled workers or proper materials to complete the Project in the time specified in this Agreement;
- D. Fails to make prompt payment to subcontractors, workers, or material suppliers for labor performed on or materials furnished to the Project;
- E. Persistently disregards any laws or ordinances relating to the Project or its completion; or

F. Otherwise commits a substantial violation of any provision of this Agreement.

11. Liquidated Damages.

A. Pursuant to Government Code Section 53069.85, for each calendar day completion is delayed beyond the time allowed in this Agreement, Contractor shall forfeit and pay to District the sum of \$0 per calendar day which shall be deducted from any payments due to or to become due to Contractor. In addition to any liquidated damages which may be assessed, if Contractor fails to complete the Project within the time period provided in the Contract Documents, and if as a result District finds it necessary to incur any costs and expenses (for example, relating to the acquisition and use of facilities pending completion of the Project), Contractor shall pay all those costs and expenses incurred by District. These costs and expenses may include but are not limited to such items as rental payments, inspection fees, and additional architectural fees related to acquisition of facilities. These costs and expenses may be retained by District from any payments otherwise due to Contractor.

B. Liquidated damages shall not be imposed because of any delays in completion of the project work due to (1) unforeseeable causes beyond the control and without the fault or negligence of Contractor and (2) performing any extra work pursuant to Paragraph 8 of this Agreement.

12. Clean-up. Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

13. Force Majeure. The Contractor shall be excused from performance hereunder during the time and to the extent that he is prevented from performing by act of God, fire, strike, lockout or commandeering of materials or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

14. Non-Discrimination Endorsement. It is the policy of the Contractor and District mutually agree that they will comply with all applicable Federal and California state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any prospective or active employee engaged in the work on the basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation or any other category protected by law, including but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all subcontractors employed. Contractor and District mutually agree that they will comply with all applicable federal and state anti-discrimination laws and

regulations, and agree not to unlawfully discriminate against students on the basis of race, color, creed, religion, sex, age, national origin, ancestry, marital status, physical or mental disability, sexual orientation, or any other category protected by law.

15. **Subcontracting.** Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to District for acts and omissions of subcontractor and of persons either directly or indirectly employed. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and District.

16. **Patents, Royalties and Indemnities.** The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

17. **Guarantee.** Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of two year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a two-year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

18. **Notices.** Any and all notices or other matters required or permitted by this Agreement or by law to be served on, given to, or delivered to either District or the Contractor by the other party to this Agreement shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or to a supervisory employee of that party, or in lieu of personal service, when deposited in the United States Mail, first class postage paid, addressed: Attn: Senior Director of Facilities & Operations, Rocklin Unified School District, 2615 Sierra Meadows Drive, Rocklin, CA 95677, or to the Contractor at **160 S. Industrial Blvd, Calhoun, GA 30701**. Either party may change the party's address for these purposes by giving written notice of the change to the other party in the manner provided in this paragraph.

19. **Assignment.** This Agreement is for the personal services of Contractor in performing the work described in Section 1 of this Agreement and Contractor may not assign this Agreement, Contractor's right to monies becoming due under this Agreement, or Contractor's duties under this Agreement to any other person or entity without written consent of the District.

20. **Removal or Relocation of Main or Trunkline Utility Facilities.** The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for

removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy and for equipment on the project necessarily idled during such work.

21. Drug Free/Smoke Free/Alcohol Free Policy. All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products, and alcohol will not be tolerated.

22. Wage Rates. Pursuant to the provisions of Article 2, commencing with Section 1770 of the Labor Code, District has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Agreement. The general rates of per diem wages are available at District's office. In the event that the listed or posted rates are in error, Contractor is responsible to pay those rates determined by the Director of Industrial Relations to be applicable, and District shall not be responsible for any damages arising from the error.

It is the responsibility of Contractor to comply with the provisions of Labor Code Section 1776 dealing with the maintenance and inspection of employee payroll records.

The project is subject to prevailing wage monitoring and enforcement by the Department of Industrial Relations (DIR). The successful bidder and all subcontractors will be subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. The successful bidder and all subcontractors will be required to furnish electronic certified payroll records to the DIR on the frequency specified in the Notice Calling for Bids using the DIR's eCPR system. Failure to timely submit certified payroll records may result in debarment from public works projects by the Labor Commissioner for a period of one to three years. Contractor shall comply with all requirements of the Labor Code and attendant regulations pertaining to prevailing wage monitoring and compliance as indicated in the Contract Documents, and/or as required by the DIR, including, but not limited to, posting job site notices prescribed by Title 8 CCR § 16451(d). Contractor shall permit District, the DIR or their designee to interview Contractor's employees concerning compliance with prevailing wage, apprenticeship, and related matters, whether or not during work hours, and shall require each subcontractor to provide District, the DIR or their designee with such access to its employees.

23. Apprentices. If applicable, Contractor shall comply with the requirements of Labor Code Section 1777.5 dealing with the employment of apprentices.

24. Hours. Pursuant to the provisions of Article 3, commencing at Section 1810 of the Labor Code, Contractor shall pay the required rate of overtime for all hours worked in excess of eight hours per day and 40 hours per week.
25. Laws and Regulations. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations relating to the work required by this Contract.
26. Permits/Licenses. All necessary permits and licenses shall be secured and paid for by Contractor. The Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the appropriate classification required for the performance of this work, as determined by state and local government ordinance. This contract shall commence on the date specified in this purchase order, with work to be completed within the time allotted herein.
27. Utilities. Unless otherwise agreed by the parties in writing, all utilities including but not limited to electricity, water, gas, and telephone used on the Project shall be furnished and paid for by Contractor.
28. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, upon application of either party the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the parties.
29. Contractor's License and DIR Registration . In order to perform the work required by this Agreement, Contractor must possess a valid, active license in the classification specified in the Notice to Contractors Calling for Bids issued by the State of California, which shall remain valid and active throughout the Project. In addition, Contractor must be registered with DIR as a public works contractor. Contractor registration is accomplished through the portal <http://www.dir.ca.gov/PublicWorks/PublicWorks.html>.
30. Non-Collusion Affidavit. The party making the foregoing proposal certifies that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Contractor has not directly or indirectly induced or solicited any other bidder to put false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Contractor has not in any manner, directly or indirectly, sought by agreement communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company

association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

31. Trenching or Other Excavations. If the Project involves digging trenches or other excavations that extend deeper than four feet, the following provisions shall be a part of this Contract:

- A. Contractor shall promptly, and before the following conditions are disturbed, provide written notice to District if Contractor finds any of the following conditions:
 - (1) Material that Contractor believes may be a 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 the provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site which are different from those indicated or expected.
 - (3) Unknown physical conditions at the site of any unusual nature or which are materially different from those ordinarily encountered and generally recognized as inherent in work which Contractor generally performs.
- B. In the event that Contractor notifies District that Contractor has found any of the conditions specified in subparagraphs (a), (b) or (c) above, District shall promptly investigate the condition(s). If District finds that the conditions are materially different or that a hazardous waste is present at the site which will affect Contractor's cost of, or the time required for, performance of the Agreement, District shall issue a change order in accordance with the procedures set forth in this Agreement.
- C. In the event that a dispute arises between District and Contractor regarding any of the matters specified in Paragraph (2) above, Contractor shall proceed with all work to be performed under the Agreement and Contractor shall not be excused from completing the Project as provided in the Agreement. In performing the work pursuant to this Paragraph, Contractor retains all rights provided by law which pertain to the resolution of disputes and protests between the contracting parties.

32. Claims.

- A. Public works claims of \$375,000 or less between Contractor and District are subject to the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 2 of the Public Contract Code. For purposes of this Paragraph and Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101; "claims" means a separate demand by Contractor for a time extension or payment of money or damages arising from work done by or on behalf of Contractor pursuant to the Agreement, and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or the amount of the payment which is disputed by District.

- B. Each claim must be submitted in writing five days after the damage was sustained or after the event or action giving rise to the claim and shall include all documents necessary to substantiate the claim. District shall respond in writing within 45 days of receipt of the claim if the claim is less than or equal to \$50,000 ("\$50,000 claim") or within 60 days if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to any defenses to the claim which District may have against Contractor. Any additional information shall be requested and provided upon mutual agreement of District and Contractor.
- C. District's written response to the claim shall be submitted to Contractor within 15 days after receipt of the further documentation for \$50,000 claims or within 30 days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by Contractor in producing the additional information, whichever is greater.
- D. Within 15 days of receipt of District's response, if Contractor disputes District's written response, or within 15 days of District's failure to respond within the time prescribed, Contractor shall provide written notification to District demanding an informal conference to meet and confer ("Conference") to be scheduled by District within 30 days. Following the Conference, if any claim or portion remains in dispute, Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time Contractor submits the written claim pursuant to this section until the time that claim is denied as a result of the conference process, including any period of time utilized by the meet and confer process.
- E. Pursuant to Public Contract Code Section 20104.2(f), this paragraph does not apply to tort claims and does not change the period for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
- F. If a civil action is filed, within 60 days but no earlier than 30 days following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that the parties select a disinterested third person mediator within 15 days; that mediation shall be commenced within 30 days of the submittal, and shall be concluded within 15 days of the commencement of the mediation unless time is extended upon a good cause showing to the court or by stipulation of the parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint a mediator.
- G. If the matter remains in dispute, the case shall be submitted to judicial arbitration as set forth in Public Contract Code Section 20104.4 (b)(1) through (b)(3).

- H. In the event of a claim for an amount in excess of \$375,000, the parties shall follow the procedures applicable to claims over \$50,000 and less than or equal to \$375,000, and:
- (1) All such actions as are required by these procedures are to be completed prior to any resort to judicial action.
 - (2) In the event of disputes not resolved by the parties, the parties agree to appoint a mediator mutually acceptable to both parties to resolve all disputes.
 - (3) In the event the parties are unable to agree on a mediator, the mediator is to be selected by application to the Superior Court of the county in which District is located for selection of the mediator from a list of names provided by the parties, each party submitting no more than three names.
 - (4) The selected mediator shall set a mediation as soon as possible. In the event the dispute is not resolved by mediation, the parties may then resort to the judicial process.
- I. In the event a dispute arises between the parties during the course of the Project, the parties shall attempt to resolve the dispute using the procedures set forth in this section. Pending resolution of the dispute, Contractor shall diligently continue to work on the Project to completion. Contractor agrees it will neither rescind the Agreement nor stop progress of the work, and Contractor's sole remedy shall be the procedures set forth in this section.

33. Fingerprinting Workers.

- A. Contractor shall comply with the applicable requirements of Education Code Sections 45125.1 and 45125.2 with respect to fingerprinting Contractor's employees. Contractor shall also ensure that each of its subcontractors on the Project complies with the applicable requirements of Sections 45125.1 and 45125.2. To this end, the Contractor and its subcontractors must provide for the completion of the certification form included in the Contract Documents prior to commencing work on the Project.
- B. Should Contractor or any subcontractor feel its employees will have limited or less contact with District pupils, application shall be made to the District for a determination on that question. The determination by District shall be final.
- C. Use of Education Code Section 45122.2(a)(1), (2) or (3) for compliance with these fingerprinting requirements is subject to prior District approval. The determination by District on application of any of these sections shall be final.
- D. In no event shall any employee of Contractor or its subcontractors come into contact with District's pupils before the certification is completed and approved by District.

34. Entire Agreement. The Agreement, including the Contract Documents incorporated by reference, constitutes the final, complete, and exclusive statement of the terms of the agreement

between the parties pertaining to the public works construction project which is the subject of the Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

Executed at 2615 Sierra Meadows Drive, Rocklin, CA 95677, Placer County, California.

DATED: _____

Rocklin Unified School District
District

*By: _____

Title: _____

Address: 2615 Sierra Meadows Drive
Rocklin, CA 95677

DATED: 4-8-2016

Mohawk Carpet Distribution, Inc.
Contractor

By: Libby Breeson

Title: Manager

Address: 160 S Industrial Blvd.
Calhoun, GA 30701

988270 Exp. 11-30-2017
Contractor's License No.

1000025095 Exp. 6-30-2016
Contractor's DIR Registration No.

***Important Notice:** California law provides that "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 Labor Code Section 1725.5." Please go to <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for more information and to register. This project is subject to monitoring by the Department of Industrial Relations.

Subcontractor: Premier Floors
License # 700856
DIR # 1000010801

**CERTIFICATION BY Contractor
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102**

To the Governing Board of Rocklin Unified School District:

I, Mohawk Carpet Dist., Inc. (Name of Contractor) certify that:

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Sections 1192.7 and 667.5 and this determination was made by a fingerprint check through the Department of Justice.
4. As further required by Education Code Section 45125.1 attached to this certification is a list of the names of the employees of the undersigned who may come in contact with pupils.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Calhoun, Georgia on 4-9-2016.
Date

Libby Greeson
(Signature)

Libby Greeson
(Typed or printed name)

Manager
(Title) 160 S Industrial Blvd.
Calhoun, GA 30701
(Address)

706-624-2567
(Telephone)

LIST OF EMPLOYEES THAT MAY COME IN CONTACT WITH PUPILS
(all are fingerprinted per Education Code Section 45125.1)

1. Daniel Grattan
2. Daniel Nelson
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.

WORKERS COMPENSATION CERTIFICATE

(AS REQUIRED BY SECTION 1861 OF THE CALIFORNIA LABOR CODE)

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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.

Contractor: Mohawk Carpet Dist., Inc

By: Libby Gresson

Title: Manager

**VERIFICATION OF Contractor
AND SUBContractors' DIR REGISTRATION Inc .**

I am the Manager of Mohawk Cpt. Dist. ("Bidder") submitting the
(Title/Position) (Bidder Name)

accompanying Bid Proposal for the Work described as 2016 Summer Flooring
Replacement Projects

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations ("DIR").

2. The Bidder's DIR Registration Number is: 1000025095. The expiration date of the Bidder's DIR Registration is June 30, 2016.

3. If the Bidder is awarded the Contract for the Work and the expiration date of the Bidder's DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Bidder completing all obligations under the Contract for the Work, the Bidder will take all measures necessary to renew the Bidder's DIR Registration so that there is no lapse in the Bidder's DIR Registration while performing Work under the Contract.

4. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.

5. The Bidder has independently verified that each Subcontractor identified in the Subcontractors list submitted with the Bid Proposal of the Bidder is currently a DIR registered contractor.

6. The Bidder has provided the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors' list or within twenty-four (24) hours of the opening of Bid Proposals for the Work, the Bidder will provide the District with the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors List.

7. The Bidder's solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.

8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder's Bid Proposal is subject to rejection for non-responsiveness.

9. I have personal first hand-knowledge of all of the foregoing.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this 9th day of April, 2016 at Calhoun, GA.
(City and State)

Libby Greeson
(Signature)

Libby Greeson
(Name, typed/or printed)

**CERTIFICATION OF CERTIFIED PAYROLL SUBMITTAL
TO LABOR COMMISSIONER**

I am the _____ for _____ in connection with
(Superintendent/Project Manager) (Contractor)

_____. This Certification is submitted to Rocklin Unified School District.
(Project Name)

concurrently with the Contractor's submittal of an Application for Progress Payment to the District, identified as Application For Progress Payment No. _____ ("the Pay Application").

1. The Pay Application requests the District's disbursement of a Progress Payment covering Work performed for the period between _____ 20__ and 20__.

2. The Contractor has submitted Certified Payroll Records ("CPR") to the Labor Commissioner for all employees of the Contractor engaged in performance of Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application. Copies of all CPRs submitted by the Contractor to the Labor Commissioner relating to the Pay Application are attached hereto.

3. All Subcontractors who are entitled to any portion of payment to be disbursed pursuant to the Pay Application have submitted their CPRs to the Labor Commissioner for all of their employees performing Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application. Copies of all CPRs submitted by Subcontractors to the Labor Commissioner relating to the Pay Application are attached hereto.

4. I have reviewed the Contractor's CPRs submitted to the Labor Commissioner; the CPRs submitted to the Labor Commissioner by the Contractor are complete and accurate for the period of time covered by the Pay Application.

5. I have reviewed the Subcontractors' CPRs submitted to the Labor Commissioner; the CPRs submitted to the Labor Commissioner by the Subcontractors are complete and accurate for the period of time covered by the Pay Application.

6. The copies of the Contractor's CPRs and the Subcontractors' CPRs attached hereto are true and correct copies of the CPRs submitted to the Labor Commissioner for the period of time covered by the Pay Application.

I declare under penalty of perjury under California law that the foregoing is true and correct. I executed this Certification on this _____ day of _____, 20__ at

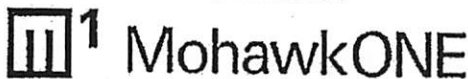
(City and State)

By: _____

(Typed or Printed Name)

*(To be completed +
submitted with
request for payment.)*

Exhibit A



GLOBAL SOLUTIONS FROM MOHAWK GROUP

DUNS # 13 384 75 12 | TID # 68 217 3403 | CAGE CODE # 6SMHS

April 8, 2018

Turnkey Control #: TLC00617

Proposal to:

To:

Project Information:

Dan Gratian
Floorcoverings
807 S. Auburn St.
95845
530-273-3711

TLC00617 Rockin Elem. School Classroom 29 Rockin CA
2835 Club Drive
Rockin, CA

Installer Contractor Number: [Redacted]

RE: FLOORING PROPOSAL FOR:

TLC00617 Rockin Elem. School Classroom 29 Rockin CA

Mohawk Carpet Distribution, Inc. - CMAS Contract 4-13-72-0039C (12/4/13 - 8/31/18)

We are pleased to provide the following proposal for your consideration. Prices given are valid for sixty (60) days from proposal date.

MAIN BID	Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM	Unit Price	Line Total
SCHEDULED MATERIAL							
	BT288 First On Up 24x24 Carpet Tile	TBD	TBD	104.00	SY	@ \$ 19.48	\$ 1,711.84
	M001B EnPress PSA Adhesive (ICT Tio backing - 4 gal)			1.00	EA	@ \$ 92.70	\$ 92.70
SCHEDULED LABOR SERVICES - HIGH COST AREA							
	SIN 31-604 Ancillary Supplies and Services Optional Installation (Carpet & Hard Su						
	Carpet Tile Full Spread			104.00	SY	@ \$ 8.73	\$ 907.92
	Install Cove Base (includes carpet type)			118.00	LF	@ \$ 2.90	\$ 343.38
OPEN MARKET LABOR SERVICES							
	Furnish/Install plywood under LVT			5.00	EA	@ \$ 45.22	\$ 226.10
	Floor Prep Material & Labor			1.00	EA	@ \$ 41.65	\$ 41.65
	Furnish Base Material			118.00	LF	@ \$ 1.08	\$ 127.64
	Furniture Moving Labor			1.00	EA	@ \$ 417.69	\$ 417.69
	Cove Charge (Cuckoo City # 10205V Carpet Shipped)			104.00	SY	@ \$ 0.20	\$ 20.80
						Subtotal	\$ 4,748.86
						Estimated Sales Tax	\$ 385.92
						TOTAL	\$ 5,132.78

NOTES:

- Based on field measure by: Premium Floorcoverings
- Standard Floor Prep includes: light sweeping & halone crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or sealing must be approved through a change order.
- Mohawk's California Contractor's License number is 936270, Class C-15, and is valid through 11/30/2017

EXCLUSIONS (unless specifically included in the above scope of work):

Special Delivery and/or Delivery Equipment	Protection of Existing Floors	Asbestos Abatement	Night and/or Weekend Labor
Moldure Testing and Abatement	Dumpster Cost	Atlic Stock	Resilient Flooring
Thresholds and/or Door Trimming	Extensive Floor Prep	Bonding Cost	Border Carpet
Cleaning and/or Waxing of Resilient	Union Labor	Carpet Cleaning	Removal and/or Disposal
Storage Costs and/or Containers	Preformed Corners	Handing Fees	Stair Materials
Furniture Moving and/or Replacing	Mats	Trip Charges	Sales Tax and/or Freight

NOTE: Price includes all work specifically stated above. Any unforeseen circumstances may require additional costs & can be handled through the change order process.

TERMS OF PAYMENT: (ETA's are also Subject to Credit Approval)

** Material and Labor are Net 45 Days terms. Credit Card orders are Net 30 Days.

Lead Times: Please note that we are a made to order mfg & we cannot commence production of any order until a signed purchase order or a fully-executed has been received. Lead times are determined by product ordered & do not start until after the purchase order has been received and approved in financial.

Please note that we are a made to order mfg & we cannot commence production of any order until a signed purchase order or a fully-executed has been received. Lead times are determined by product ordered & do not start until after the purchase order has been received and approved in financial.

Sincerely,
Tanny Land

Project Manager
Phone:
E-mail:

800.622.6228 Ext. 21924

tanny_land@mohawk.com

The undersigned parties agree to the Terms & Conditions stated above:

CC:

Celine Simon

Authorized Signature _____

Mohawk Group
160 S. Industrial Blvd | Calhoun, GA 30701
800-554-6637 | www.mohawkgroup.com

MohawkONE

GLOBAL SOLUTIONS FROM MOHAWK GROUP

DUNS # 13 304 75 12 | TID # 60 217 3403 | CAGE CODE # 6SMHS

April 6, 2018

Tumbay Control #: TLC00618

Proposal to:

To:

Project Information:

Don Graham
Floorcoverings
51
95945
530-273-3711

TLC00618 Sierra Elem. School Portable #19 Rocklin
CA
2035 Club Drive
Rocklin, CA

RE: FLOORING PROPOSAL FOR: [Redacted] Installer Contractor Number: [Redacted]
TLC00618 Sierra Elem. School Portable #19 Rocklin CA

Mohawk Carpet Distribution, Inc. - CMAS Contract 4-13-72-0099C (12/4/13 - 8/31/18)

We are pleased to provide the following proposal for your consideration. Prices given are valid for thirty (30) days from proposal date.

MAN/BID	Style, Size, Backing, Description	Color Name	Color #	Quantity	Unit	Unit Price	Line Total	
SIN 31-303	Carpet Tile							
SIN 31-401	Resilient Tile							
SCHEDULED MATERIAL								
BT240	First One Up 24x24 Carpet Tile	TBD	TDD	88.00	SY	@ \$ 16.40	\$ 1,443.20	
SIN 31-604 Ancillary Supplies and Services								
MO018	EnPress PBA Adhesive (CT Tile Backing - 4 gal)			1.00	EA	@ \$ 92.79	\$ 92.79	
MO350	Amico Adhesive LVT (4 gal)			1.00	EA	@ \$ 122.71	\$ 122.71	
OPEN MARKET MATERIAL								
CO007	Base Coat			252.00	GF	@ \$ 2.49	\$ 627.48	
SCHEDULED LABOR SERVICES - HIGH COST AREA								
SIN 31-604	Ancillary Supplies and Services Optional Installation (Carpet & Hard Sur)							
	Carpet Tile Prep Spread			88.00	SY	@ \$ 8.73	\$ 768.24	
	Install Core Base (Choose carpet type)			120.00	LF	@ \$ 2.96	\$ 355.20	
OPEN MARKET LABOR SERVICES								
	Carpet Removal			88.00	SY	@ \$ 2.35	\$ 206.80	
	Furniture moved under LVT			7.00	EA	@ \$ 45.22	\$ 316.54	
	Floor Prep Materials & Labor			1.00	EA	@ \$ 41.05	\$ 41.05	
	Furniture Base Materials			120.00	LF	@ \$ 1.00	\$ 120.00	
	Furniture Moving Labor			7.00	EA	@ \$ 475.00	\$ 3,325.00	
	Install LVT			282.00	SF	@ \$ 1.70	\$ 479.40	
	Core Charge (California Only - 30.00/SY Carpet Shipped)			88.00	SY	@ \$ 0.20	\$ 17.60	
							Subtotal	\$ 5,851.77
							Estimated Sales Tax	\$ 410.71
							TOTAL	\$ 6,262.48

NOTES:

- Based on field measure by: Premium Floorcoverings
- Standard Floor Prep includes: light sweeping & halftone crack filling. Any extra uniform floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or finishing must be approved through a change order.
- Mohawk's California Contractor's License number is 608270, Class C-15, and is valid through 11/30/2017

EXCLUSIONS (unless specifically included in the above scope of work):

Special Delivery and/or Delivery Equipment	Protection of Existing Floors	Asbestos Abatement	Night and/or Weekend Labor
Moisture Testing and Abatement	Demolition Cost	Air Seals	Resilient Flooring
Thresholds and/or Door Trimming	Extensive Floor Prep	Sealing Cost	Base Coat
Cleaning and/or Waxing of Resilient	Union Labor	Carpet Cleaning	Removal and/or Disposal
Storage Costs and/or Containers	Prismatic Corners	Handling Fees	Stair Materials
Furniture Moving and/or Replacing	Mats	Trip Charges	Sales Tax and/or Freight

NOTE: Price includes all work specifically stated above. Any unforeseen circumstances may require additional costs & can be handled through the change order process.

TERMS OF PAYMENT (ETAs are also Subject to Credit Approval)

** Material and Labor are Net 45 Days terms. Credit Card orders are Net 30 Days.

Lead Times: Please note that we are a made to order mill & we cannot commence production of any order until a signed purchase order or a fully-executed purchase order has been received. Lead times are determined by product ordered & do not start until after the purchase order has been received and approved in final.

Please indicate your acceptance of this proposal by signing below & returning your purchase order to my attention via email or fax at 708.422.0085. Payments made via Gov't Purchase Card will require this quote to be signed and returned in lieu of a formal purchase order (if available) & cutting paper should you have any questions, I can be reached by phone or email listed below. Thanks.

Sincerely,

Tummy Lard

Project Manager

Phone:

E-mail:

CC:

600.622.0226 Ext. 21024

tummy_lard@mohawkone.com

Celine Geman

The undersigned parties agree to the Terms & Conditions stated above

Authorized Signature _____

Mohawk Group
160 S. Industrial Blvd | Calhoun, GA 30701
800-554-6637 | www.mohawkgroup.com

MohawkONE

GLOBAL SOLUTIONS FROM MOHAWK GROUP

DUNS # 13 384 75 12 | TID # 58 817 3403 | CAGE CODE # 68MHS

April 6, 2016

Turnkey Control #1 TLC00619

Proposal to:

To:

Project Information:

Don Griffin
Floorcoverings
SL
65945
610-273-3711

TLC00619 Sierra Elem. School Portable #20 Rocklin
CA
2635 Club Drive
Rocklin, CA

Installer Contractor Number:

RE: FLOORING PROPOSAL FOR:

TLC00619 Sierra Elem. School Portable #20 Rocklin CA

Mohawk Carpet Distribution, Inc. - CMAS Contract 4-13-7A-0039C (12/4/13 - 8/31/18)

We are pleased to provide the following proposal for your consideration. Prices given are valid for sixty (60) days from proposal date.

MADE TO ORDER Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM	Unit Price	Line Total
SIN 31-303 Carpet Tile						
SIN 31-491 Resilient Tile						
SCHEDULED MATERIAL						
BT280 First One Up 24x24 Carpet Tile	TBD	TBD	88.00	SY	@ \$ 16.16	\$ 1,444.48
SIN 31-404 Ancillary Supplies and Services						
AD018 EnPross PBA Adhesive (OT Tile backing - 4 gal)			1.00	EA	@ \$ 92.79	\$ 92.79
AD330 Acrylic Adhesive LVT (4 gal)			1.00	EA	@ \$ 122.71	\$ 122.71
OPEN MARKET MATERIAL						
C0097 Base Underlayment			252.00	SP	@ \$ 2.49	\$ 627.48
SCHEDULED LABOR SERVICES - HIGH COST AREA						
SIN 31-404 Ancillary Supplies and Services Optional Installation (Carpet & Hard SU						
Carpet Tile Full Spread			88.00	SY	@ \$ 0.73	\$ 788.24
Install Carpet Tiles (includes carpet type)			120.00	LF	@ \$ 2.99	\$ 358.20
OPEN MARKET LABOR SERVICES						
Carpet Removal			68.00	SY	@ \$ 2.35	\$ 285.80
Furniture/plywood under LVT			7.00	EA	@ \$ 45.22	\$ 316.54
Floor Prep Material & Labor			1.00	EA	@ \$ 41.85	\$ 41.85
Furniture Base Material			120.00	LF	@ \$ 1.06	\$ 127.20
Furniture Moving Labor			1.00	EA	@ \$ 478.00	\$ 478.00
Install LVT			252.00	SP	@ \$ 1.79	\$ 451.08
Site Charge (California Only = \$0.20/SY Carpet Shipped)			68.00	SY	@ \$ 0.20	\$ 17.60
					Subtotal	\$ 5,551.77
					Estimated Sales Tax	\$ 419.71
					TOTAL	\$ 5,971.48

NOTES:

- Based on field measure by: Premium Floorcoverings
- Standard Floor Prep includes: Light sweeping & halter crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, patching, filling large depressions, leveling, or grinding must be approved through a change order.
- Mohawk's California Contractor's License number is 918270, Class C-15, and is valid through 11/30/2017

EXCLUSIONS (unless specifically included in the above scope of work):

Special Delivery and/or Delivery Equipment	Protection of Existing Floors	Asbestos Abatement	Night and/or Weekend Labor
Mobility Towing and Abatement	Demolition Cost	Anti-Static	Resilient Flooring
Thresholds and/or Door Jamming	Executive Floor Prep	Banding Cost	Sealer Carpet
Cleaning and/or Waxing of Resilient	Union Labor	Carpet Cleaning	Removal and/or Disposal
Storage Carts and/or Caddies	Performed Corners	Handing Fees	Stair Materials
Furniture Moving and/or Replacing	Mats	Trip Charges	Sales Tax and/or Freight

NOTE: Price includes all work specifically stated above. Any unforeseen circumstances may require additional costs & can be handled through the change order process.

TERMS OF PAYMENT: (STAs are also Subject to Credit Approval)

** Material and Labor are Net 45 Days terms. Credit Card orders are Net 30 Days.

Lead Times: Please note that we are a made to order mill & we cannot commence production of any order until a signed purchase order or a fully-executed purchase order has been received. Lead times are determined by product ordered & do not start until after the purchase order has been received and approved in final form.

Please indicate your acceptance of this proposal by signing below & returning your purchase order to my attention via email or fax at 706.422.6066. Payments made via Gov't Purchase Card will require this quote to be signed and returned in lieu of a formal purchase order for financial & auditing purposes. Should you have any questions, I can be reached by phone or email listed below. Thanks.

Sincerely,
Tammy Lord

Project Manager
Phone:
E-mail:
CC:

600.622.6228 Ext. 21924

tammy lord@mohawkone.com

The undersigned parties agree to the Terms & Conditions stated above

Cathie Serna

Authorized Signature _____

Mohawk Group
160 S. Industrial Blvd | Calhoun, GA 30701
800-554-6637 | www.mohawkgroup.com

MohawkONE

GLOBAL SOLUTIONS FROM MOHAWK GROUP

DUNS # 133847512 | TIN# 882173403 | CAGE CODE # 6SMH5

March 28 2016

Turnkey Control #: FLC00515

Proposal to:

To:

Project Information:

Don Gretlan
Floorcoverings
807 S Auburn St
95046
530-273-3711

Twin Oaks Elem School Admin Office Rocklin CA
2635 Club Drive
Rocklin, CA

Installer Contractor Number: [Redacted]

RE: FLOORING PROPOSAL FOR:

Twin Oaks Elem School Admin Office Rocklin CA

Mohawk Carpet Distribution, Inc. - CMAS Contract 4-13-72-0039C (12/4/13 - 8/31/18)

We are pleased to provide the following proposal for your consideration. Prices given are valid for sixty (60) days from proposal date.

MAN BID	Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM	Unit Price	Line Total
SCHEDULED MATERIAL							
	BT200 First One Up 24x24 Carpet Tile	TBD	TBD	200.00	SY	@ \$ 15.40	\$ 3,080.00
	MO018 EnPress PSA Adhesive (CT Tile backing - 4 gal)			2.00	EA	@ \$ 92.70	\$ 185.40
SCHEDULED LABOR SERVICES - HIGH COST AREA							
	SIN 21-804 Ancillary Supplies and Services Optional Installation (Carpet & Hard Sur)						
	Carpet Tile Full Spread			200.00	SY	@ \$ 7.23	\$ 1,446.00
	Instal Cove Base (Includes carpet type)			300.00	LF	@ \$ 7.99	\$ 2,397.00
OPEN MARKET LABOR SERVICES							
	Carpet Removal			200.00	SY	@ \$ 2.35	\$ 470.00
	Moisture Test - Provide and Perform			2.00	EA	@ \$ 79.75	\$ 159.50
	Floor Prep Material & Labor			1.00	EA	@ \$ 41.05	\$ 41.05
	Furnish Base Material			300.00	LF	@ \$ 1.03	\$ 309.00
	Furniture Moving Labor			1.00	EA	@ \$ 417.00	\$ 417.00
	Care Charge (California Only = \$0.20/SY Carpet Stopped)			200.00	SY	@ \$ 0.20	\$ 40.00
						Subtotal	\$ 7,824.00
						Estimated Sales Tax	\$ 643.91
						TOTAL	\$ 8,467.91

NOTES:

- Based on field measure by Premium Floorcoverings
- Standard Floor Prep includes light sweeping & hardwax crack filling. Any extra unforeseen floor prep (heavy scrubbing, trench filling, grinding, filling large depressions, leveling, or floating) must be approved through a change order.
- Mohawk's California Contractor's License number is 688270, Class C-15, and is valid through 1/1/2017.

EXCLUSIONS (unless specifically included in the above scope of work)

Speed Delivery and/or Delivery Equipment	Protection of Existing Floors	Asbestos Abatement	Night and/or Weekend Labor
Moisture Testing and Adjustment	Dumpster Cost	Adhe Stock	Resilient Flooring
Thresholds and/or Door Trimming	Extensive Floor Prep	Banding Cost	Border Carpet
Cleaning and/or Waxing of Resilient	Union Labor	Carpet Cleaning	Removal and/or Disposal
Storage Costs and/or Containers	Preformed Concrete	Handing Fees	Stair Materials
Furniture Moving and/or Replacing	Mate	Trap Charges	Sales Tax and/or Freight

NOTE: Price includes all work specifically stated above. Any unforeseen circumstances may require additional costs & can be handled through the change order process.

TERMS OF PAYMENT: (ETA's are also Subject to Credit Approval)

** Material and Labor are Net 45 Days terms, Credit Card orders are Net 30 Days.

Lead Times: Please note that we are made to order and we cannot commence production of any order until a signed purchase order or a fully-executed has been received. Lead times are determined by product ordered & do not start until after the purchase order has been received and approved in financial.

Please indicate your acceptance of this proposal by signing below & returning your purchase order to my attention via email or fax at 708 422 0085. Payments made via Gov't Purchase Card will require this quote to be signed and returned in lieu of a formal purchase order for financial & auditing purposes. Should you have any questions, I can be reached by phone or email listed below. Thanks

Sincerely,

Terry Lord

Project Manager

Phone

E-mail

CC

800.622.6228 Ext 21924

turnkey@mo.com

The undersigned parties agree to the Terms & Conditions listed above

Celine Soman

Authorized Signature _____

Mohawk Group
160 S. Industrial Blvd | Calhoun, GA 30701
800-864-0037 | www.mohawkgroup.com

MohawkONE

GLOBAL SOLUTIONS FROM MOHAWK GROUP

DUNS # 13 394 76 12 | TED # 69 217 3403 | CAGE CODE # 69MHS

April 6, 2018

Turnkey Control #: TLC00914

Proposal to:

To:

Project Information:

Dan Griffin
Floorcoverings
607 S. Auburn St.
95945
530-273-3711

TLC00914 Twin Oaks Elem. School Classroom 18
Rocklin CA
2935 Club Drive
Rocklin, CA

Installer Contractor Number: [REDACTED]

RE: FLOORING PROPOSAL FOR:

TLC00914 Twin Oaks Elem. School Classroom 18 Rocklin CA

Mohawk Carpet Distribution, Inc. - CMAS Contract 4-13-7E-0039C (12/4/13 - 8/31/18)

We are pleased to provide the following proposal for your consideration. Prices given are valid for sixty (60) days from proposal date.

MAIN BID Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM	Unit Price	Line Total
SCHEDULED MATERIAL						
BT288 First One Up 24x24 Carpet Tile	TBD	TBD	96.00	SY	@ \$ 18.48	\$ 1,780.16
M0018 5/8" Press P&A Adhesive (ICY Tile Backing - 4 gal)			1.00	EA	@ \$ 92.70	\$ 92.70
SCHEDULED LABOR SERVICES - HIGH COST AREA						
SIN 31-804 Auxiliary Supplies and Services Optional Installation (Carpet & Hard Su						
Carpet Tile Full Spread			96.00	SY	@ \$ 8.73	\$ 838.08
Install Cove Base (includes carpet type)			60.00	LF	@ \$ 2.98	\$ 178.80
OPEN MARKET LABOR SERVICES						
Moisture Test - Provides and Perform				EA	@ \$ 79.76	\$ -
Floor Prep Materials & Labor			1.00	EA	@ \$ 41.85	\$ 41.85
Furnish Base Material			60.00	LF	@ \$ 1.06	\$ 63.60
Furniture Moving Labor			1.00	EA	@ \$ 297.50	\$ 297.50
Care Charge (Callroom Only = \$0.20/SY Carpet Shipped)			96.00	SY	@ \$ 0.20	\$ 19.20
					Subtotal	\$ 3,304.20
					Estimated Sales Tax	\$ 268.84
					TOTAL	\$ 3,573.04

NOTES:

- Based on field measure by: Premium Floorcoverings
- Standard Floor Prep includes: light sweeping & machine crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or sealing must be approved through a change order.
- Mohawk's California Contractor's License number is 969270, Class C-15, and is valid through 11/30/2017

EXCLUSIONS (unless specifically included in the above scope of work):

Special Delivery and/or Delivery Equipment	Protection of Existing Floors	Asbestos Abatement	Night and/or Weekend Labor
Moisture Testing and Abatement	Dumpster Cost	Allic Block	Resilient Flooring
Thresholds and/or Door Trimming	Extensive Floor Prep	Bonding Cost	Border Carpet
Cleaning and/or Waxing of Resilient	Union Labor	Carpet Clearing	Removal and/or Disposal
Storage Carts and/or Containers	Preformed Corners	Handing Fees	Stair Materials
Furniture Moving and/or Replacing	Misc	Trip Charges	Sales Tax and/or Freight

NOTE: Price includes all work specifically stated above. Any unforeseen circumstances may require additional costs & can be handled through the change order process.

TERMS OF PAYMENT: (ETA's are also Subject to Credit Approval)

** Material and Labor are Net 45 Days terms. Credit Card orders are Net 30 Days.

Lead Times : Please note that we are a made to order mill & we cannot commence production of any order until a signed purchase order or a fully-executed has been received. Lead times are determined by product ordered & do not start until after the purchase order has been received and approved in financial.

Please indicate your acceptance of this proposal by signing below & returning your purchase order to my attention via email or fax at 708.422.6085. Payments made via Govt Purchase Card will require this quote to be signed and returned in lieu of a formal purchase order for financial & auditing purposes. Should you have any questions, I can be reached by phone or email listed below. Thanks.

Sincerely,

Tanny Land

Project Manager

Phone:

E-mail:

CC:

800.622.6228 Ext. 21924

tanny_land@mohawkone.com

The undersigned parties agree to the Terms & Conditions stated above:

Cedno Semon

Authorized Signature _____

Mohawk Group
160 S. Industrial Blvd | Calhoun, GA 30701
800-554-6837 | www.mohawkgroup.com

MohawkONE

GLOBAL SOLUTIONS FROM MOHAWK GROUP

DUNS # 133847512 | TID # 592173403 | CAGE CODE # 6SMH5

April 6, 2018

Turnkey Control # TLC00616

Proposal for:

To:

Project Information:

Don Gröten
Floorcoverings
607 S. Auburn St.
95946
530-273-3711

TLC00616 Twin Oaks Elem. School Classroom 19
Rocklin CA
2835 Club Drive
Rocklin, CA

Installer Contractor Number:

RE: FLOORING PROPOSAL FOR:

TLC00616 Twin Oaks Elem. School Classroom 19 Rocklin CA

Mohawk Carpet Distribution, Inc. - CMAS Contract 4-13-72-0039C (12/4/13 - 8/31/18)

We are pleased to provide the following proposal for your consideration. Prices given are valid for sixty (60) days from proposal date.

MAIN BID Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM	Unit Price	Line Total
SCHEDULED MATERIAL						
BT268 First One Up 24x24 Carpet Tile	TBD	TBD	96.00	SY	\$ 19.49	\$ 1,880.16
M0019 E-Press PSA Adhesive (NOT Tbe backing - 4 gal)			1.00	EA	\$ 92.79	\$ 92.79
SCHEDULED LABOR SERVICES - HIGH COST AREA						
SIN 31-884 Ancillary Supplies and Services Optional Installation (Carpet & Hard Su						
Carpet Tile Full Spread			96.00	SY	\$ 8.73	\$ 838.08
Install Cove Base (includes carpet type)			60.00	LF	\$ 2.98	\$ 236.80
OPEN MARKET LABOR SERVICES						
Moisture Test - Provide and Perform			-	EA	\$ 79.75	\$ -
Floor Prep Material & Labor			1.00	EA	\$ 41.65	\$ 41.65
Furniture Base Material			80.00	LF	\$ 1.08	\$ 84.80
Furniture Moving Labor			1.00	EA	\$ 297.50	\$ 297.50
Cable Charge (California Only @ \$0.20/SY Carpet Shipped)			96.00	SY	\$ 0.20	\$ 19.20
					Subtotal	\$ 3,394.28
					Estimated Sales Tax	\$ 268.64
					TOTAL	\$ 3,662.92

NOTES:

- Based on field measure by: Premium Floorcoverings
- Standard Floor Prep includes: light sweeping & baseline crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or flooding must be approved through a change order.
- Mohawk's California Contractor's License number is 898270, Class C-15, and is valid through 11/30/2017

EXCLUSIONS (unless specifically included in the above scope of work):

Special Delivery and/or Delivery Equipment	Protection of Existing Floors	Asbestos Abatement	Night and/or Weekend Labor
Moisture Testing and Abatement	Dumpster Cost	Alfie Stock	Resilient Flooring
Thresholds and/or Door Trimming	Extensive Floor Prep	Bonding Cost	Border Carpet
Clearing and/or Waxing of Resilient	Union Labor	Carpet Clearing	Removal and/or Disposal
Storage Costs and/or Containers	Preformed Corners	Handing Fees	Stair Materials
Furniture Moving and/or Replacing	Mats	Trip Charges	Sales Tax and/or Freight

NOTE: Price includes all work specifically stated above. Any unforeseen circumstances may require additional costs & can be handled through the change order process.

TERMS OF PAYMENT: (ETA's are also Subject to Credit Approval)

** Material and Labor are Net 45 Days terms, Credit Card orders are Net 30 Days.

Lead Times: Please note that we are a made to order mill & we cannot commence production of any order until a signed purchase order or a fully-executed has been received. Lead times are determined by product ordered & do not start until after the purchase order has been received and approved in final.

Please indicate your acceptance of this proposal by signing below & returning your purchase order to my attention via email or fax at 708.422.6065. Payments made via Govt Purchase Card will require this quote to be signed and returned in lieu of a formal purchase order for financial & auditing purposes. Should you have any questions, I can be reached by phone or email listed below. Thanks,

Sincerely,

Tammy Lund

Project Manager
Phone:
E-mail:

800.622.6228 Ext. 21924

tammy.lund@mohawkind.com

The undersigned parties agree to the Terms & Conditions stated above:

CC:

Celine Simon

Authorized Signature _____

Mohawk Group
160 S. Industrial Blvd | Calhoun, GA 30701
800-554-6637 | www.mohawkgroup.com

MohawkONE

GLOBAL SOLUTIONS FROM MOHAWK GROUP

QUANS # 1338475 12 | TID # 682173403 | CAGE CODE # BSMH5

April 6, 2018

Turnkey Control #: TLC00613

Proposal to:

To:

Project Information:

Don Gratian
Floorcoverings
607 S. Auburn St.
95945
530-273-3711

TLC00613 Twin Oaks Elem. School Classroom 17
Rocklin CA
2835 Club Drive
Rocklin, CA

RE: FLOORING PROPOSAL FOR:

Installer Contractor Number:
TLC00613 Twin Oaks Elem. School Classroom 17 Rocklin CA

Mohawk Carpet Distribution, Inc. - CMAS Contract 4-13-72-0039C (12/4/13 - 8/31/18)

We are pleased to provide the following proposal for your consideration. Prices given are valid for sixty (60) days from proposal date.

MAIN BID Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM	Unit Price	Line Total
SCHEDULED MATERIAL						
BT288 First One Up 2x24 Carpet Tile	TBD	TBD	90.00	SY	@ \$ 18.48	\$ 1,590.16
MO018 EnProse PSA Adhesive (RCT Tile backing - 4 gal)			1.00	EA	@ \$ 82.79	\$ 82.79
SCHEDULED LABOR SERVICES - HIGH COST AREA						
SIN 31-604 Auxiliary Supplies and Services Optional Installation (Carpet & Hard Sur)			90.00	SY	@ \$ 8.73	\$ 839.08
Carpet Tile Pad Spread			90.00	LF	@ \$ 2.66	\$ 238.50
Install Core Edge (includes carpet type)						
OPEN MARKET LABOR SERVICES						
Moisture Test - Prepare and Perform				EA	@ \$ 79.75	\$ -
Floor Prep Mechanical Labor			1.00	EA	@ \$ 41.85	\$ 41.85
Furnish Base Material			60.00	LF	@ \$ 1.06	\$ 64.80
Furniture Moving Labor			1.00	EA	@ \$ 207.50	\$ 207.50
Core Charge (California Only = \$0.20/SY Carpet Shipped)			90.00	SY	@ \$ 0.20	\$ 19.20
					Subtotal	\$ 3,304.28
					Estimated Sales Tax	\$ 289.64
					TOTAL	\$ 3,572.90

NOTES:

- Based on field measure by: Premium Floorcoverings
- Standard Floor Prep includes: light sweeping & hairline crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or floating must be approved through a change order.
- Mohawk's California Contractor's License number is 898270, Class C-15, and is valid through 11/30/2017

EXCLUSIONS (unless specifically included in the above scope of work):

Special Delivery and/or Delivery Equipment	Protection of Existing Floors	Asbestos Abatement	Night and/or Weekend Labor
Moisture Testing and Abatement	Dumpster Cost	Attic Stack	Resilient Flooring
Thresholds and/or Door Trimming	Extensive Floor Prep	Bonding Cost	Border Carpet
Cleaning and/or Waxing of Resilient	Union Labor	Carpet Cleaning	Removal and/or Disposal
Storage Costs and/or Containers	Prorated Corners	Handing Fees	Stair Materials
Furniture Moving and/or Replacing	Mats	Trip Charges	Sales Tax and/or Freight

NOTE: Price includes all work specifically stated above. Any unforeseen circumstances may require additional costs & can be handled through the change order process.

TERMS OF PAYMENT: (ETA's are also Subject to Credit Approval)

** Material and Labor are Net 45 days terms, Credit Card orders are Net 30 Days.

Lead Times: Please note that we are a made to order mill & we cannot commence production of any order until a signed purchase order or a fully-executed has been received. Lead times are determined by product ordered & do not start until after the purchase order has been received and approved in financial.

Please indicate your acceptance of this proposal by signing below & returning your purchase order to my attention via email or fax at 708.422.6085. Payments made via Gov't Purchase Card will require this quote to be signed and returned in lieu of a formal purchase order for financial & auditing purposes. Should you have any questions, I can be reached by phone or email listed below. Thanks.

Sincerely,

Tammy Land

Project Manager
Phone:
E-mail:

600.622.9228 Ext. 21824

tammy_land@mohawk.com

The undersigned parties agree to the Terms & Conditions stated above:

CC:

Cofino Soman

Authorized Signature _____

Mohawk Group
180 S. Industrial Blvd | Calhoun, GA 30701
800-554-6637 | www.mohawkgroup.com

MohawkONE

GLOBAL SOLUTIONS FROM MOHAWK GROUP

DUNS # 13 384 75 12 | TD # 59 217 3403 | CAGE CODE # 65M45

April 6, 2016

Turnkey Control #: TLC00612

Propositor:

To:

Project Information:

Dean Grotzen
Floorcoverings
807 E. Auburn Gl.
95945
530-273-3711

TLC00612 Twin Oaks Elem. School Classroom 16
Rocklin CA
2935 Club Drive
Rocklin, CA

Installer Contractor Number: [REDACTED]

RE: FLOORING PROPOSAL FOR:

TLC00612 Twin Oaks Elem. School Classroom 16 Rocklin CA

Mohawk Carpet Distribution, Inc. - CMAS Contract 4-13-72-0089C (12/4/13 - 8/31/18)

We are pleased to provide the following proposal for your consideration. Prices given are valid for sixty (60) days from proposal date.

MAIN BID	Color Name	Color #	Quantity	UoM	Unit Price	Line Total
SCHEDULED MATERIAL						
BT288 First One Up 24x24 Carpet Tile	TBD	TBD	98.00	SY	\$ 16.48	\$ 1,560.16
M0018 ExPress PSA Adhesive (OT Tile backing - 4 gal)			1.00	EA	\$ 92.79	\$ 92.79
SCHEDULED LABOR SERVICES - HIGH COST AREA						
SIN 31-504 Auxiliary Supplies and Services Optional Installation (Carpet & Hard Su						
Carpet Tile Pad Spread			98.00	SY	\$ 8.73	\$ 853.08
Instal Care Base (includes carpet type)			80.00	LF	\$ 2.98	\$ 238.60
OPEN MARKET LABOR SERVICES						
Moisture Test - Provide and Perform			-	EA	\$ 79.75	\$ -
Floor Prep Material & Labor			1.00	EA	\$ 41.85	\$ 41.85
Furniture Moving Material			80.00	LF	\$ 1.03	\$ 84.00
Furniture Moving Labor			1.00	EA	\$ 297.50	\$ 297.50
Care Charge (California Only = \$0.20/SY Carpet Shipped)			98.00	SY	\$ 0.20	\$ 19.20
					Subtotal	\$ 3,304.23
					Estimated Sales Tax	\$ 269.04
					TOTAL	\$ 3,573.27

NOTES:

- Based on field measure by: Premium Floorcoverings
- Standard Floor Prep includes: light sweeping & heaving crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or trowling must be approved through a change order.
- Mohawk's California Contractor's License number is 658270, Class C-15, and is valid through 11/30/2017

EXCLUSIONS (unless specifically included in the above scope of work):

Special Delivery and/or Delivery Equipment	Protection of Existing Floors	Asbestos Abatement	Night and/or Weekend Labor
Materials Testing and Abatement	Demolition Cost	Air Seals	Resilient Flooring
Thresholds and/or Door Trimming	Extensive Floor Prep	Bonding Cost	Border Carpet
Cleaning and/or Waxing of Resilient	Union Labor	Carpet Cleaning	Removal and/or Dispose
Storage Costs and/or Containers	Preformed Concrete	Handling Fees	Stair Materials
Furniture Moving and/or Replacing	Mats	Trip Charges	Sales Tax and/or Freight

NOTE: Price includes all work specifically stated above. Any unforeseen circumstances may require additional costs & can be handled through the change order process.

TERMS OF PAYMENT: (ETA's are also Subject to Credit Approval)

** Material and Labor are Net 45 Days terms, Credit Card orders are Net 30 Days.

Lead Times: Please note that we are a made to order mill & we cannot commence production of any order until a signed purchase order or a fully-executed has been received. Lead times are determined by product ordered & do not start until after the purchase order has been received and approved in financial.

Please indicate your acceptance of this proposal by signing below & returning your purchase order to my attention via email or fax at 708.422.8935. Payments made via Gov't Purchase Card will require this quote to be signed and returned in lieu of a formal purchase order for financial & auditing purposes. Should you have any questions, I can be reached by phone or email listed below. Thanks.

Sincerely,
Tammy Land

Project Manager
Phone:
E-mail:

800.922.6228 Ext. 21024
tammy_land@mohawkind.com

The undersigned parties agree to the Terms & Conditions stated above:

CC:

Celine Simon

Authorized Signature _____

Mohawk Group
160 S. Industrial Blvd | Calhoun, GA 30701
800-554-6637 | www.mohawkgroup.com

MohawkONE

GLOBAL SOLUTIONS FROM MOHAWK GROUP

DUNS # 133847512 | TID # 632173403 | CAGE CODE # 6SAM5

April 9, 2018

Tuesday Control #: TLC00818

Proposal for:

To:

Project Information:

Don Graess
Floorcoverings
607 S. Auburn St.
95945
530-273-3711

TLC00818 Twin Oaks Elem. School Classroom 20
Rocklin CA
2835 Club Drive
Rocklin, CA

Installer Contractor Number: [REDACTED]

RE: FLOORING PROPOSAL FOR:

TLC00818 Twin Oaks Elem. School Classroom 20 Rocklin CA

Mohawk Carpet Distribution, Inc. - CMAS Contract 4-13-72-0039C (12/4/13 - 8/31/18)

We are pleased to provide the following proposal for your consideration. Prices given are valid for sixty (60) days from proposal date.

MAIN BID Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM	Unit Price	Line Total
SCHEDULED MATERIAL						
BT209 Full One Up 3024 Carpet Tile	TBD	TBD	99.00	SY	@ \$ 16.46	\$ 1,600.19
M001B ExPress PSA Adhesive (NOT Tile backing - 4 gal)			1.00	EA	@ \$ 92.79	\$ 92.79
SCHEDULED LABOR SERVICES - HIGH COST AREA						
SIN 31-604 Ancillary Supplies and Services Optional (Installation (Carpet & Hard Su						
Carpet Tile Full Spread			99.00	SY	@ \$ 8.73	\$ 839.08
Install Core Base (includes carpet type)			99.00	LF	@ \$ 2.96	\$ 292.80
OPEN MARKET LABOR SERVICES						
Mohawk Test - Provide and Perform			-	EA	@ \$ 78.75	\$ -
Floor Prep Material & Labor			1.00	EA	@ \$ 41.65	\$ 41.65
Furnish Base Material			80.00	LF	@ \$ 1.00	\$ 80.00
Furniture Moving Labor			1.00	EA	@ \$ 297.50	\$ 297.50
Caro Charge (California Only = \$0.20/SY Carpet Shipped)			99.00	SY	@ \$ 0.20	\$ 19.20
					Subtotal	\$ 3,304.28
					Estimated Sales Tax	\$ 288.84
					TOTAL	\$ 3,593.12

NOTES:

- Based on field measure by: Premium Floorcoverings
- Standard Floor Prep includes: Light sweeping & machine crack fixing. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or leveling must be approved through a change order.
- Mohawk's California Contractor's License number is 958270, Class C-15, and is valid through 11/30/2017

EXCLUSIONS (unless specifically included in the above scope of work):

Special Delivery and/or Delivery Equipment	Protection of Existing Floors	Asbestos Abatement	Night and/or Weekend Labor
Mohawk Testing and Abatement	Dumpster Cost	At-Stock	Resilient Flooring
Thresholds and/or Door Trimming	Extensive Floor Prep	Bonding Cost	Border Carpet
Cleaning and/or Waxing of Resilient	Union Labor	Carpet Cleaning	Removal and/or Disposal
Storage Costs and/or Containers	Preformed Corners	Handing Fees	Stair Materials
Furniture Moving and/or Replacing	Mats	Trip Charges	Sales Tax and/or Freight

NOTE: Price includes all work specifically stated above. Any unforeseen circumstances may require additional costs & can be handled through the change order process.

TERMS OF PAYMENT: (RTA's are also Subject to Credit Approval)

** Material and Labor are Net 45 Days terms, Credit Card orders are Net 30 Days.

Lead Times: Please note that we are a made to order mill & we cannot commence production of any order until a signed purchase order or a fully-executed has been received. Lead times are determined by product ordered & do not start until after the purchase order has been received and approved in financial.

Please indicate your acceptance of this proposal by signing below & returning your purchase order to my attention via email or fax at 708.422.6085. Payments made via Gov't Purchase Card will require the quote to be signed and returned in lieu of a formal purchase order for financial & auditing purposes. Should you have any questions, I can be reached by phone or email listed below. Thanks.

Sincerely,

Tammy Land

Project Manager

Phone:

E-mail:

CC:

600.922.6228 Ext. 21924

tammy_land@mohawkind.com

The undersigned parties agree to the Terms & Conditions stated above:

Coline Simon

Authorized Signature _____

Mohawk Group
160 S. Industrial Blvd | Calhoun, GA 30701
800-554-8637 | www.mohawkgroup.com

MohawkONE

GLOBAL SOLUTIONS FROM MOHAWK GROUP

DUNS # 13 384 75 12 | TID # 59 217 3403 | CAGE CODE # 6SMH5

April 6, 2018

Turnkey Control #: TLC00620

Proposal to:

To:

Project Information:

Don Gratton
Floorcoverings
807 S. Auburn St.
95845
530-273-3711

TLC00620 Valley View ES Library Rocklin CA
2835 Club Drive
Rocklin, CA

(Installer Contractor Number: [Redacted])

RE: FLOORING PROPOSAL FOR:

TLC00620 Valley View ES Library Rocklin CA

Mohawk Carpet Distribution, Inc. - CMAS Contract 4-13-72-0039C (12/4/13 - 8/31/18)

We are pleased to provide the following proposal for your consideration. Prices given are valid for sixty (60) days from proposal date.

MAIN BID	Color Name	Color #	Quantity	UoM	Unit Price	Line Total
SCHEDULED MATERIAL						
87288 Filt One Up 2424 Carpet Tile	TBD	TBD	224.00	SY	@ \$ 18.48	\$ 4,139.52
M001B EnPress PBA Adhesive (1CT Tile backing - 4 gal)			2.00	EA	@ \$ 92.79	\$ 185.58
SCHEDULED LABOR SERVICES - HIGH COST AREA						
SIN 31304 Ancillary Supplies and Services Optional Installation (Carpet & Hard Su						
Carpet Tile Pad Spread			224.00	SY	@ \$ 8.73	\$ 1,955.52
Install Cove Base (includes carpet type)			400.00	LF	@ \$ 2.98	\$ 1,192.00
OPEN MARKET LABOR SERVICES						
Furniture Pad (plywood under LVT)				EA	@ \$ 45.22	\$
Floor Prep Material & Labor			1.00	EA	@ \$ 41.85	\$ 41.85
Furniture Moving Material			400.00	LF	@ \$ 1.08	\$ 432.00
Furniture Moving Labor			1.00	EA	@ \$ 417.89	\$ 417.89
Care Charge (California Only = \$0.20/SY Carpet Shipped)			224.00	SY	@ \$ 0.20	\$ 44.80
					Subtotal	\$ 2,466.58
					Estimated Sales Tax	\$ 688.34
					TOTAL	\$ 3,154.92

NOTES:

- Based on field measure by: Premium Floorcoverings
- Standard Floor Prep includes: light sweeping & hairline crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or resurfacing must be approved through a change order.
- Mohawk's California Contractor's License number is 989270, Class C-15, and is valid through 11/30/2017

EXCLUSIONS (unless specifically included in the above scope of work):

Special Delivery and/or Delivery Equipment	Protection of Existing Floors	Asbestos Abatement	Night and/or Weekend Labor
Mobility Lifting and Alignment	Dumpster Cost	Auto Stack	Resilient Flooring
Thresholds and/or Door Trimming	Extensive Floor Prep	Bonding Cost	Border Carpet
Cleaning and/or Waxing of Resilient	Union Labor	Carpet Cleaning	Removal and/or Disposal
Storage Costs and/or Cantilears	Performed Corners	Handing Fees	Stair Materials
Furniture Moving and/or Replacing	Mats	Trip Charges	Sales Tax and/or Freight

NOTE: Price includes all work specifically stated above. Any unforeseen circumstances may require additional costs & can be handled through the change order process.

TERMS OF PAYMENT: (ETA's are also Subject to Credit Approval)

** Material and Labor are Net 45 Days terms. Credit Card orders are Net 30 Days.

Lead Times: Please note that we are a made to order mill & we cannot commence production of any order until a signed purchase order or a fully-executed has been received. Lead times are determined by product ordered & do not start until after the purchase order has been received and approved in financial.

Please indicate your acceptance of this proposal by signing below & returning your purchase order to my attention via email or fax at 708.422.6085. Payments made via Govt Purchase Card will require this quote to be signed and returned in lieu of a formal purchase order for financial & auditing purposes. Should you have any questions, I can be reached by phone or email listed below. Thanks,

Sincerely,

Tanny Land

Project Manager

Phone:

E-mail:

CC:

800.822.8228 Ext. 21924

tanny.land@mohawkind.com

Celine Soman

The undersigned parties agree to the Terms & Conditions stated above:

Authorized Signature _____

Mohawk Group
160 S. Industrial Blvd | Calhoun, GA 30701
800-554-6637 | www.mohawkgroup.com

MohawkONE

GLOBAL SOLUTIONS FROM MOHAWK GROUP

DUNS # 13 584 75 12 | TIO # 59 217 3403 | CAGE CODE # 6514M5

April 6, 2016

Turnkey Control #: TLC00622

Proposal to:

To:

Project Information:

Dan Gratian
Floorcoverings
807 S. Auburn St.
95945
530-273-3711

TLC00622 Valley View ES Classroom #1 Rocklin CA
2835 Club Drive
Rocklin, CA

Installer Contractor Number: [REDACTED]

RE: FLOORING PROPOSAL FOR: TLC00622 Valley View ES Classroom #1 Rocklin CA

Mohawk Carpet Distribution, Inc. - CMAS Contract 4-13-72-0039C (12/4/13 - 8/31/18)

We are pleased to provide the following proposal for your consideration. Prices given are valid for sixty (60) days from proposal date.

MAIN BID Style, Size, Backing, Description	Color Name	Color #	Quantity	Unit	Unit Price	Line Total
SCHEDULED MATERIAL						
BT269 First One Up 24x24 Carpet Tile	TBD	TBD	60.00	SY	@ \$ 16.48	\$ 1,580.10
MO019 Express PSA Achevo (JCT Tile backing - 4 gr)			1.00	EA	@ \$ 92.70	\$ 92.70
SCHEDULED LABOR SERVICES - HIGH COST AREA						
BIN 01499 And (Any Supplies and Services Options) Installation (Carpet & Hard Su						
Carpet Tile Fit Splice			60.00	SY	@ \$ 6.79	\$ 658.08
Install Core Base (on concrete carpet type)			112.00	LF	@ \$ 2.96	\$ 331.52
OPEN MARKET LABOR SERVICES						
Carpet Removal			60.00	SY	@ \$ 2.35	\$ 225.60
Furniture Removal (hardwood under LVT)			-	EA	@ \$ 45.22	\$ -
Floor Prep (Grind, Seal & Labor)			1.00	EA	@ \$ 41.85	\$ 41.85
Furniture Base Material			112.00	LF	@ \$ 1.06	\$ 118.72
Furniture Moving Labor			1.00	EA	@ \$ 245.14	\$ 245.14
Carpet Change (California Only = \$0.20/SY Carpet Stippod)			60.00	SY	@ \$ 0.20	\$ 19.20
					Subtotal	\$ 3,492.88
					Estimated Sales Tax	\$ 263.87
					TOTAL	\$ 3,756.83

NOTES:

- Based on field measure by: Premium Floorcoverings
- Standard Floor Prep Includes: light sweeping & hairline crack filling. Any extra unforeseen floor prep; heavy scraping, trench filling, grinding, filling large depressions, leveling, or floating must be approved through a change order.
- Mohawk's California Contractor's License number is 688270, Class C-15, and is valid through 11/30/2017

EXCLUSIONS (unless specifically included in the above scope of work):

Special Delivery and/or Delivery Equipment	Protection of Existing Floors	Asbestos Abatement	Night and/or Weekend Labor
Moldure Testing and Abatement	Dumpster Cost	Anti-Static	Resilient Flooring
Thresholds and/or Door Trimming	Extensive Floor Prep	Bonding Cost	Border Carpet
Cleaning and/or Waxing of Resilient	Union Labor	Carpet Cleaning	Removal and/or Disposal
Storage Costs and/or Containers	Prolonged Comers	Handling Fees	Slab Materials
Furniture Moving and/or Replacing	Mets	Tip Charges	Sales Tax and/or Freight

NOTE: Price includes all work specifically stated above. Any unforeseen circumstances may require additional costs & can be handled through the change order process.

TERMS OF PAYMENT: (ETA's are also Subject to Credit Approval)

** Material and Labor are Net 45 Days terms, Credit Card orders are Net 30 Days.

Lead Times: Please note that we are made to order mill & we cannot commence production of any order until a signed purchase order or a fully-executed has been received. Lead times are determined by product ordered & do not start until after the purchase order has been received and approved in financial.

Please indicate your acceptance of this proposal by signing below & returning your purchase order to my attention via email or fax at 700.422.6985. Payments made via Gov't Purchase Card will require the quote to be signed and returned in lieu of a formal purchase order for financial & auditing purposes. Should you have any questions, I can be reached by phone or email listed below. Thanks.

Sincerely,

Tammy Land

Project Manager

Phone:

E-mail:

CC:

800.622.8228 Ext. 21924

tammy_land@mohawkone.com

Celine Simon

The undersigned parties agree to the Terms & Conditions stated above:

Authorized Signature _____

Mohawk Group
160 S. Industrial Blvd | Calhoun, GA 30701
800-554-6637 | www.mohawkgroup.com

MohawkONE

GLOBAL SOLUTIONS FROM MOHAWK GROUP

DUNS # 13 384 76 12 | TID # 63 217 3403 | CAGE CODE # 6SMK6

April 6, 2018

Turnkey Contract #: TLC00023

Proposal to:

To:

Project Information:

Don Grafon
Floorcoverings
St.
95945
530-273-3711

TLC00023 Valley View ES Classroom #2 Rocklin CA
2835 Club Drive
Rocklin, CA

RE: FLOORING PROPOSAL FOR: Installer Contractor Number:
TLC00023 Valley View ES Classroom #2 Rocklin CA

Mohawk Carpet Distribution, Inc. - CMAS Contract 4-13-72-0039C (12/4/13 - 8/31/18)

We are pleased to provide the following proposal for your consideration. Prices given are valid for sixty (60) days from proposal date.

Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM	Unit Price	Line Total
SCHEDULED MATERIAL						
67289 First Class Up 24x24 Carpet Tile	TBD	TBD	98.00	SY	@ \$ 16.48	\$ 1,614.64
M001B Express PSA Adhesive (JCT Tile backing - 4 gal)			1.00	EA	@ \$ 92.79	\$ 92.79
OPEN MARKET MATERIAL						
SCHEDULED LABOR SERVICES - HIGH COST AREA						
SIN 31-804 Auxiliary Supplies and Services Optional Installation (Carpet & Hard Sw						
Carpet Tile Full Spread			98.00	SY	@ \$ 8.73	\$ 855.54
Install Core Base (includes carpet type)			112.00	LF	@ \$ 2.98	\$ 333.76
OPEN MARKET LABOR SERVICES						
Carpet Removal			98.00	SY	@ \$ 2.35	\$ 230.30
Furniture Removal plywood under LVT				EA	@ \$ 45.22	\$ -
Floor Prep Material & Labor			1.00	EA	@ \$ 41.85	\$ 41.85
Furniture Moving Labor			112.00	LF	@ \$ 1.08	\$ 120.96
Core Change (California Only = \$0.20/SY Carpet Snapped)			1.00	EA	@ \$ 228.10	\$ 228.10
			98.00	SY	@ \$ 0.20	\$ 19.60
					Subtotal	\$ 3,473.82
					Estimated Sales Tax	\$ 252.42
					TOTAL	\$ 3,726.24

NOTES:

- Based on field measure by: Premium Floorcoverings
- Standard Floor Prep includes: light sweeping & hairline crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or floating must be approved through a change order.
- Mohawk's California Contractor's License number is 888270, Class C-16, and is valid through 11/30/2017

EXCLUSIONS (unless specifically included in the above scope of work):

Special Delivery and/or Delivery Equipment	Protection of Existing Floors	Asbestos Abatement	Night and/or Weekend Labor
Moisture Testing and Abatement	Demolition Cost	Auto Stock	Resilient Flooring
Thresholds and/or Door Trimming	Extensive Floor Prep	Bonding Cost	Border Carpet
Cleaning and/or Waxing of Resilient	Union Labor	Carpet Cleaning	Removal and/or Disposal
Storage Cists and/or Containers	Performed Corners	Handling Fees	Stair Materials
Furniture Moving and/or Replacing	Mats	Trip Charges	Sales Tax and/or Freight

NOTE: Price includes all work specifically stated above. Any unforeseen circumstances may require additional costs & can be handled through the change order process.

TERMS OF PAYMENT: (ETA's are also Subject to Credit Approval)

** Material and Labor are Net 45 Days terms. Credit Card orders are Net 30 Days.

Lead Times: Please note that we are a made to order mill & we cannot commence production of any order until a signed purchase order or a fully-executed has been received. Lead times are determined by product ordered & do not start until after the purchase order has been received and approved in finance

Please indicate your acceptance of this proposal by signing below & returning your purchase order to my attention via email or fax at 706.422.8035. Payments made via Gov't Purchase Card will require this quote to be signed and returned in lieu of a formal purchase order for financial & auditing purposes. Should you have any questions, I can be reached by phone or email listed below. Thanks.

Sincerely,

Tammy Lord

Project Manager

Phone:

E-mail:

CC:

800.922.8228 Ext. 21924

tammy lord@mohawkind.com

The undersigned parties agree to the Terms & Conditions stated above:

Celine Simon

Authorized Signature _____

Mohawk Group
160 S. Industrial Blvd | Calhoun, GA 30701
800-554-6637 | www.mohawkgroup.com

MohawkONE

GLOBAL SOLUTIONS FROM MOHAWK GROUP

DUNS # 13 384 75 12 | TID # 58 217 3403 | CAGE CODE # 6SMH5

April 7, 2018

Turnkey Control #: TLC00824

Proposed to:

To:

Project Information:

Don Guitan
Floorcoverings
SL
95945
530-273-3711

TLC00824 Valley View ES Classroom #3 Rockin CA
2835 Club Drive
Rockin, CA

Installer Contractor Number: [REDACTED]

RE: FLOORING PROPOSAL FOR: TLC00824 Valley View ES Classroom #3 Rockin CA

Mohawk Carpet Distribution, Inc. - CMAS Contract 4-13-72-0039C (12/4/13 - 8/31/18)

We are pleased to provide the following proposal for your consideration. Prices given are valid for sixty (60) days from proposal date.

MAIN BID

Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM	Unit Price	Line Total
SCHEDULED MATERIAL						
81288 First One Up 24x24 Carpet Tile	TBD	TBD	96.00	SY	\$ 18.46	\$ 1,560.18
MS018 Express PBA Adhesive (JCT Tile backing - 4 gal)			1.00	EA	\$ 92.79	\$ 92.79
SCHEDULED LABOR SERVICES - HIGH COST AREA						
SR# 91604 Ancillary Supplies and Services Optional Installation (Carpet & Hard St.						
Carpet Tile Full Spread			96.00	SY	\$ 8.73	\$ 838.08
Initial Core Edge (Includes carpet type)			112.00	LF	\$ 2.96	\$ 331.52
OPEN MARKET LABOR SERVICES						
Carpet Removal			96.00	SY	\$ 2.35	\$ 225.60
Floor Prep Material & Labor			1.00	EA	\$ 41.85	\$ 41.85
Furniture Disposal			112.00	LF	\$ 1.08	\$ 118.72
Furniture Moving Labor			1.00	EA	\$ 245.33	\$ 245.33
Carpet Charge (California Only = \$0.20/SY Carpet Shipped)			96.00	SY	\$ 0.20	\$ 19.20
					Subtotal	\$ 3,494.08
					Estimated Sales Tax	\$ 394.07
					TOTAL	\$ 3,778.12

NOTES:

- Based on field measuring by: Premium Floorcoverings
- Standard Floor Prep includes: light sweeping & hairline crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or bonding must be approved through a change order.
- Mohawk's California Contractor's License number is 888270, Class C-15, and is valid through 1/15/2017

EXCLUSIONS (unless specifically included in the above scope of work):

Special Delivery and/or Delivery Equipment	Protection of Existing Floors	Asbestos Abatement	Night and/or Weekend Labor
Moisture Testing and Abatement	Dumpster Cost	Air Seals	Resilient Flooring
Thresholds and/or Door Trimming	Extension Floor Prep	Bonding Cost	Border Carpet
Cleaning and/or Waxing of Resilient	Union Labor	Carpet Clearing	Removal and/or Disposal
Storage Costs and/or Containers	Profomed Corners	Handing Fees	Stair Materials
Furniture Moving and/or Replacing	Mats	Trip Charges	Sales Tax and/or Freight

NOTE: Price includes all work specifically stated above. Any unforeseen circumstances may require additional costs & can be handled through the change order process.

TERMS OF PAYMENT: (ETA's are also Subject to Credit Approval)

** Material and Labor are Net 45 Days terms. Credit Card orders are Net 30 Days.

Lead Times: Please note that we are a made to order mill & we cannot commence production of any order until a signed purchase order or a fully executed has been received. Lead times are determined by product ordered & do not start until after the purchase order has been received and approved in financial.

Please indicate your acceptance of this proposal by signing below & returning your purchase order to my attention via email or fax at 703.422.6085. Payments made via Gov't Purchase Card will require this quote to be signed and returned in form of a formal purchase order for financial & auditing purposes. Should you have any questions, I can be reached by phone or email listed below. Thanks.

Sincerely,
Tanny Land

Project Manager

Phone:

E-mail:

CC:

800.822.8228 Ext. 21924

tanny_land@mohawkind.com

Celine Remon

The undersigned parties agree to the Terms & Conditions stated above:

Authorized Signature _____

Mohawk Group
160 S. Industrial Blvd | Calhoun, GA 30701
800-554-6637 | www.mohawkgroup.com

MohawkONE

GLOBAL SOLUTIONS FROM MOHAWK GROUP

DUNS # 13 384 78 12 | TID # 59 217 3403 | CAGE CODE # 6SMHS

April 7, 2018

Turnkey Control #: TLC00825

Proposed to:

To:

Project Information:

Don Gratten
Floorcoverings
807 E. Auburn St.
95945
530-273-3711

TLC00825 Valley View ES Classroom #4 Rocklin CA
2839 Club Drive
Rocklin, CA

RE: FLOORING PROPOSAL FOR:

Installer Contractor Number: [Redacted]
TLC00825 Valley View ES Classroom #4 Rocklin CA

Mohawk Carpet Distribution, Inc. - CMAS Contract 4-13-72-0039C (12/4/13 - 8/31/18)

We are pleased to provide the following proposal for your consideration. Prices given are valid for sixty (60) days from proposal date.

MAIN BID	Style, Size, Backing, Description	Color Name	Color #	Quantity	Unit	Unit Price	Line Total
SCHEDULED MATERIAL							
BT288 First One Up 24x24 Carpet Tile		TBD	TBD	98.00	SY	@ \$ 18.48	\$ 1,800.16
MO118 Empire PBA Adhesive (JCT Tile backing - 4 gal)				1.00	EA	@ \$ 92.79	\$ 92.79
SCHEDULED LABOR SERVICES - HIGH COST AREA							
SIN 31-604 Ancillary Supplies and Services Optional Installation (Carpet & Hard Sur)							
Carpet Tile Full Spread				98.00	SY	@ \$ 8.73	\$ 855.54
Install Cove Base (includes carpet type)				112.00	LF	@ \$ 2.58	\$ 288.96
OPEN MARKET LABOR SERVICES							
Carpet Removal				98.00	SY	@ \$ 2.35	\$ 230.30
Furnish and install plywood under LVT					EA	@ \$ 45.22	\$ -
Floor Prep Material & Labor				1.00	EA	@ \$ 41.65	\$ 41.65
Furnish Base Material				112.00	LF	@ \$ 1.00	\$ 112.72
Furniture Moving Labor				1.00	EA	@ \$ 249.33	\$ 249.33
Caro Charge (California Only = \$0.20/SY Carpet Shipped)				98.00	SY	@ \$ 0.20	\$ 19.20
						Subtotal	\$ 3,494.65
						Estimated Sales Tax	\$ 284.07
						TOTAL	\$ 3,778.72

NOTES:

- Based on field measure by: Premium Floorcoverings
- Standard Floor Prep includes: light sweeping & hairline crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or floating must be approved through a change order.
- Mohawk's California Contractor's License number is 868270, Class C-15, and is valid through 11/30/2017

EXCLUSIONS (unless specifically included in the above scope of work):

Special Delivery and/or Delivery Equipment	Protection of Existing Floors	Asbestos Abatement	Night and/or Weekend Labor
Moisture Testing and Abatement	Dumpster Cost	Air Seals	Resilient Flooring
Thresholds and/or Door Trimming	Extensive Floor Prep	Banding Cost	Border Carpet
Cleaning and/or Waxing of Existing	Union Labor	Carpet Cleaning	Removal and/or Disposal
Storage Costs and/or Containers	Preformed Corners	Handing Fees	Stair Materials
Furniture Moving and/or Replacing	Mats	Trip Charges	Sales Tax and/or Freight

NOTE: Price includes all work specifically stated above. Any unforeseen circumstances may require additional costs & can be handled through the change order process.

TERMS OF PAYMENT: (ETA's are also Subject to Credit Approval)

** Material and Labor are Net 45 Days terms. Credit Card orders are Net 30 Days.

Lead Times: Please note that we are made to order mill & we cannot commence production of any order until a signed purchase order or a fully-executed has been received. Lead times are determined by product ordered & do not start until after the purchase order has been received and approved in financial.

Please indicate your acceptance of this proposal by signing below & returning your purchase order to my attention via email or fax at 708.822.6065. Payments made via Govt Purchase Card will require this quote to be signed and returned in lieu of a formal purchase order for financial & auditing purposes. Should you have any questions, I can be reached by phone or email listed below. Thanks.

Sincerely,

Tammy Land

Project Manager

Phone:

Email:

CC:

800.822.6228 Ext. 21024

tammy_land@mohawkone.com

The undersigned parties agree to the Terms & Conditions stated above:

Celino Semon

Authorized Signature _____

Mohawk Group
180 S. Industrial Blvd | Calhoun, GA 30701
800-564-6637 | www.mohawkgroup.com

MohawkONE

GLOBAL SOLUTIONS FROM MOHAWK GROUP

DUNS # 13384 75 12 | TID # 59 217 3403 | CAGE CODE # 55MKH5

April 7, 2018

Turnkey Control #: TLC00028

Proposal for:

To:

Project Information:

Don Graffen
Floorcoverings
607 S. Auburn St.
85945
530-273-3711

TLC00028 Valley View ES Classroom #5 Rocklin CA
2835 Club Drive
Rocklin, CA

Installer Contractor Number: [REDACTED]

RE: FLOORING PROPOSAL FOR:

TLC00028 Valley View ES Classroom #5 Rocklin CA

Mohawk Carpet Distribution, Inc. - CMAS Contract 4-13-72-0039C (12/4/13 - 8/31/18)

We are pleased to provide the following proposal for your consideration. Prices given are valid for sixty (60) days from proposed date.

MAIN BID	Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM	Unit Price	Line Total
SCHEDULED MATERIAL							
	BT258 Flat One Up 24x24 Carpet Tile	TBD	TBD	96.00	SY	@ \$ 18.45	\$ 1,560.18
	MO01B EnPress PSA Adhesive (RCT Tile backing - 4 gal)			1.00	EA	@ \$ 92.70	\$ 92.70
SCHEDULED LABOR SERVICES - HIGH COST AREA							
	SIN31-004 Auxiliary Supplies and Services Optional Installation (Carpet & Hard Su						
	Carpet Tile Fast Service			96.00	SY	@ \$ 8.73	\$ 838.08
	Install Cove Base (includes carpet type)			112.00	LF	@ \$ 2.98	\$ 331.52
OPEN MARKET LABOR SERVICES							
	Carpet Removal			96.00	SY	@ \$ 2.35	\$ 225.50
	Furnished plywood under LVT			-	EA	@ \$ 45.22	\$ -
	Floor Prep Material & Labor			1.00	EA	@ \$ 41.85	\$ 41.85
	Furniture Moving Material			112.00	LF	@ \$ 1.05	\$ 116.72
	Furniture Moving Labor			1.00	EA	@ \$ 248.33	\$ 248.33
	Care Charge (California Only = \$0.20/SY Carpet Shipped)			96.00	SY	@ \$ 0.20	\$ 19.20
						Subtotal	\$ 3,494.05
						Estimated Sales Tax	\$ 284.07
						TOTAL	\$ 3,778.12

NOTES:

- Based on field measure by: Premium Floorcoverings
- Standard Floor Prep includes: light sweeping & hairline crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or flooding must be approved through a change order.
- Mohawk's California Contractor's License number is 588270, Class C-15, and is valid through 11/30/2017

EXCLUSIONS (unless specifically included in the above scope of work):

Special Delivery and/or Delivery Equipment	Protection of Existing Floors	Asbestos Abatement	Night and/or Weekend Labor
Moldure Testing and Abatement	Dumpster Cost	Asic Stock	Resilient Flooring
Thresholds and/or Door Trimming	Extensive Floor Prep	Bonding Cost	Border Carpet
Cleaning and/or Waxing of Resilient	Union Labor	Carpet Cleaning	Removal and/or Disposal
Storage Costs and/or Containers	Performed Corners	Hanging Foes	Stair Materials
Furniture Moving and/or Replacing	Mats	Trip Charges	State Tax and/or Freight

NOTE: Price includes all work specifically stated above. Any unforeseen circumstances may require additional costs & can be handled through the change order process.

TERMS OF PAYMENT: (ETA's are also Subject to Credit Approval)

** Material and Labor are Net 45 Days terms. Credit Card orders are Net 30 Days.

Lead Times: Please note that we are made to order mill & we cannot commence production of any order until a signed purchase order or a fully-executed has been received. Lead times are determined by product ordered & do not start until after the purchase order has been received and approved in financial.

Please indicate your acceptance of this proposal by signing below & returning your purchase order to my attention via email or fax at 706.422.6085. Payments made via Gov't Purchase Card will require this quote to be signed and returned in lieu of a formal purchase order for financial & auditing purposes. Should you have any questions, I can be reached by phone or email listed below. Thank!

Sincerely,

Tammy Lind

Project Manager

Phone:

Email:

CC:

800.922.6228 Ext. 21924

tammy.lind@mohawkind.com

The undersigned parties agree to the Terms & Conditions stated above:

Cedra Soman

Authorized Signature _____

Mohawk Group
160 S. Industrial Blvd | Calhoun, GA 30701
800-554-6637 | www.mohawkgroup.com

MohawkONE

GLOBAL SOLUTIONS FROM MOHAWK GROUP

DUNS # 13 394 75 12 | TID # 69 217 3403 | CAGE CODE # 68MH5

April 7, 2018

Turnkey Control #: TLC00927

Proposal to:

To:

Project Information:

Don Griffin
Floorcoverings
607 S. Auburn St.
95848
530-273-0711

TLC00927 Valley View ES Classroom #8 Rocklin CA
2835 Club Drive
Rocklin, CA

RE: FLOORING PROPOSAL FOR: Installer Contractor Number:
TLC00927 Valley View ES Classroom #8 Rocklin CA

Mohawk Carpet Distribution, Inc. - CMAS Contract 4-13-72-0039C (12/4/13 - 8/31/18)

We are pleased to provide the following proposal for your consideration. Prices given are valid for sixty (60) days from proposal date.

MAIN BID	Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM	Unit Price	Line Total
SCHEDULED MATERIAL							
	91299 First One Up 24x24 Carpet Tile	TBD	TBD	98.00	SY	@ \$ 18.48	\$ 1,809.16
	M001B EdProse PSA Adhesive (ICT Tile backing - 4 gr)			1.00	EA	@ \$ 92.70	\$ 92.79
SCHEDULED LABOR SERVICES - HIGH COST AREA							
	SIN 31-304 Auxiliary Supplies and Services Optional Installation (Carpet & Hard Sur)						
	Carpet Tile Full Spread			99.00	SY	@ \$ 9.73	\$ 963.87
	Install Core Base (includes carpet type)			112.00	LF	@ \$ 2.60	\$ 291.20
OPEN MARKET LABOR SERVICES							
	Carpet Removal			99.00	SY	@ \$ 2.35	\$ 232.85
	Floor Prep Material & Labor			1.00	EA	@ \$ 41.65	\$ 41.65
	Furniture Base Material			112.00	LF	@ \$ 1.68	\$ 188.16
	Furniture Moving Labor			1.00	EA	@ \$ 248.33	\$ 248.33
	Core Charge (California Only = \$0.20/SY Carpet Shipped)			99.00	SY	@ \$ 0.20	\$ 19.80
						Subtotal	\$ 3,494.05
						Estimated Sales Tax	\$ 294.07
						TOTAL	\$ 3,778.12

NOTES:

- Based on field measure by: Frankum Floorcoverings
- Standard Floor Prep includes: light sweeping & hairline crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or floating must be approved through a change order.
- Mohawk's California Contractor's License number is 989270, Class C-15, and is valid through 1/30/2017

EXCLUSIONS (unless specifically included in the above scope of work):

Special Delivery and/or Delivery Equipment	Protection of Existing Floors	Asbestos Abatement	Night and/or Weekend Labor
Moldure Testing and Abatement	Dumpster Cost	Air Stock	Resilient Flooring
Thresholds and/or Door Trimming	Extensive Floor Prep	Bonding Cost	Border Carpet
Clearing and/or Waxing of Resilient	Union Labor	Carpet Cleaning	Removal and/or Disposal
Storage Costs and/or Containers	Painted Corners	Handing Fees	Stair Materials
Furniture Moving and/or Replacing	Mate	Tip Charges	Sales Tax and/or Freight

NOTE: Price includes all work specifically stated above. Any unforeseen circumstances may require additional costs & can be handled through the change order process.

TERMS OF PAYMENT: (ETA's are also Subject to Credit Approval)

** Material and Labor are Not 45 Days terms. Credit Card orders are Not 30 Days.

Lead Times: Please note that we are a made to order mill & we cannot commence production of any order until a signed purchase order or a fully executed has been received. Lead times are determined by product ordered & do not start until after the purchase order has been received and approved in financial.

Please indicate your acceptance of this proposal by signing below & returning your purchase order to my attention via email or fax at 708.422.8085. Payments made via Gov't Purchase Card will require this quote to be signed and returned in lieu of a formal purchase order for financial & auditing purposes. Should you have any questions, I can be reached by phone or email listed below. Thanks.

Sincerely,

Taxmy Land

Project Manager

Phone:

E-mail:

CC:

800.622.6228 Ext. 21924

taxmy_land@mohawkone.com

Cedra Simon

The undersigned parties agree to the Terms & Conditions stated above:

Authorized Signature _____

Mohawk Group
180 S. Industrial Blvd | Calhoun, GA 30701
800-554-6637 | www.mohawkgroup.com

MohawkONE

GLOBAL SOLUTIONS FROM MOHAWK GROUP

DUNS # 19 384 75 12 | TID # 66 217 3403 | CAGE CODE # 68MH5

April 7, 2018

Turnkey Control #: TLC00628

Proposed to:

To:

Project Information:

Don Grefen
Floorcoverings
607 S. Auburn St.
95945
530-273-3711

TLC00628 Valley View ES Classroom #7 Rocklin CA
2835 Club Drive
Rocklin, CA

Installer Contractor Number: [REDACTED]
RE: FLOORING PROPOSAL FOR: TLC00628 Valley View ES Classroom #7 Rocklin CA

Mohawk Carpet Distribution, Inc. - CMAS Contract 4-13-72-0039C (12/4/13 - 8/31/18)

We are pleased to provide the following proposal for your consideration. Prices given are valid for sixty (60) days from proposal date.

MAIN BID Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM	Unit Price	Line Total
SCHEDULED MATERIAL						
BT225 First One Up 24x24 Carpet Tile	TBD	TBD	96.00	SY	@ \$ 18.48	\$ 1,560.16
M0018 EnPress PSA Adhesive (CT Tfo backing - 4 gal)			1.00	EA	@ \$ 92.79	\$ 92.79
SCHEDULED LABOR SERVICES - HIGH COST AREA						
SIN 31-603 Ancillary Supplies and Services Optional Installation (Carpet & Hard Su						
Carpet Tile Pfl Spread			96.00	SY	@ \$ 8.73	\$ 838.08
Install Core Base (includes carpet type)			112.00	LF	@ \$ 2.96	\$ 331.52
OPEN MARKET LABOR SERVICES						
Furniture Pad Plywood under LVT			-	EA	@ \$ 45.22	\$ -
Floor Prep Material & Labor			1.00	EA	@ \$ 41.65	\$ 41.65
Furniture Base Material			112.00	LF	@ \$ 1.06	\$ 118.72
Furniture Moving Labor			1.00	EA	@ \$ 248.33	\$ 248.33
Core Change (California Only = \$0.20/SY Carpet Shipped)			96.00	SY	@ \$ 0.20	\$ 19.20
					Subtotal	\$ 3,494.63
					Estimated Sales Tax	\$ 284.07
					TOTAL	\$ 3,778.72

NOTES:

- Based on field measure by: Franklin Floorcoverings
- Standard Floor Prep includes: light sweeping & helms crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or leveling must be approved through a change order.
- Mohawk's California Contractor's License number is 968270, Class C-15, and is valid through 11/30/2017

EXCLUSIONS (unless specifically included in the above scope of work):	Protection of Existing Floors	Asbestos Abatement	Night and/or Weekend Labor
Special Delivery and/or Delivery Equipment	Dumpriser Cart	Anti-Static	Resilient Flooring
Moisture Testing and Abatement	Extensive Floor Prep	Bonding Coat	Border Carpet
Thresholds and/or Door Trimming	Union Labor	Carpet Cleaning	Removal and/or Disposal
Clearing and/or Wiping of Resilient	Performed Corners	Handling Fees	Stair Materials
Storage Costs and/or Containers	Mists	Trip Charges	Sales Tax and/or Freight
Furniture Moving and/or Replacing			

NOTE: Price includes all work specifically stated above. Any unforeseen circumstances may require additional costs & can be handled through the change order process.

TERMS OF PAYMENT: (ETA's are also Subject to Credit Approval)

** Material and Labor are Net 45 Days terms. Credit Card orders are Net 30 Days.

Lead Times: Please note that we are a made to order mill & we cannot commence production of any order until a signed purchase order or a fully-executed has been received. Lead times are determined by product ordered & do not start until after the purchase order has been received and approved in financial.

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Sincerely,

Tammy Land

Project Manager
Phone:
E-mail:

800.822.8228 Ext. 21924

tammy_land@mohawkone.com

The undersigned parties agree to the Terms & Conditions stated above:

CC:

Cofino Simon

Authorized Signature _____

Mohawk Group
160 S. Industrial Blvd | Calhoun, GA 30701
800-554-8837 | www.mohawkgroup.com



Procurement Division
707 Third Street, 2nd Floor, MS #2-202
West Sacramento, CA 95605-2811

State of California

MULTIPLE AWARD SCHEDULE

Mohawk Commercial, Inc.

CONTRACT NUMBER:	4-13-72-0039C
SUPPLEMENT NO:	0048
CMAS CONTRACT TERM:	12/4/2013 through 8/31/2018
CONTRACT CATEGORY:	Non Informational Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	August 2010
MAXIMUM ORDER LIMIT:	\$100,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-03F-077AA
BASE SCHEDULE HOLDER:	Mohawk Carpet Distribution, Inc.

This contract provides for the purchase, warranty, and installations of floor covering and related products.
(See terms and conditions for the specific brands and restrictions applicable to this contract.)

CONTRACT RESTRICTION FOR CARPET PURCHASES

State agencies using this contract are bound by the requirements of Management Memo 10-01, which required carpet purchased by State agencies shall be certified to meet the NSF/ANSI 110-2007 Standard at its Platinum level. A comprehensive searchable database of all carpet products certified to meet this Standard can be found at www.carpet.rug.org, then select the link to the NSF/ANSI carpet platforms.

IMPORTANT NOTE TO ALL USERS OF THIS MULTIPLE AWARD SCHEDULE

A contract for the purchase and installation of carpet is a public works contract as defined in Section 1101 of the Public Contract Code and, as such, requires certain special conditions. Prior to placing an order against this multiple award schedule, read Attachment C entitled "INFORMATION REGARDING THE PURCHASE AND INSTALLATION OF CARPET AND OTHER FLOOR COVERINGS" to ensure your agency understands the special conditions involving public works contracts. If your agency does not have staff with expertise involving public works contracts, it is recommended that you seek inter-agency assistance or consider not using this multiple award schedule. Contract non-compliance with the requirements of this contract may result in contract termination.

The most current 2. Form Instructions and Special Provisions and CMAS Terms and Conditions, products and/or services and pricing are available on the CMAS website at www.dgs.ca.gov. This contract incorporates the following Ordering Instructions and Special Provisions and CMAS Terms and Conditions, dated August 2010.

Agency non-compliance with the requirements of this contract may result in the State's right to terminate, without penalty, the CMAS program.

- FAUSTINO MARQUEZ, Program Analyst, California Multiple Award Schedules Unit - Effective Date 12/4/2013



CMAS CONTRACT PRODUCTS

SIN	BRAND	STYLE	PRICE (\$Y)	SIN	BRAND	STYLE	PRICE (\$Y)	SIN	BRAND	STYLE	PRICE (\$Y)
BROADLOOM STYLES (SY)								LUXURY VINYL STYLES (SF)			
31-301	Bigelow	Artist / OS	\$8.75	31-303	Lees	DesignScene II	\$24.64	31-401	MHK LVT	Bolda (SGK)	\$2.80
31-301	Bigelow	Artist II / OS	\$8.75	31-303	Bigelow	Doctor / OS	\$18.37	31-401	MHK LVT	Hardscape	\$2.67
31-304	Lees	Brain Power	\$18.96	31-303	Bigelow	Doctor II / OS	\$18.37	31-401	MHK LVT	Secoya (SGK)	\$2.80
31-301	Bigelow	Carriera	\$18.56	31-304	Lees	Emerging Lights II	\$23.32	31-401	MHK LVT	Urban Patina	\$2.67
31-301	Bigelow	CEO / OS	\$8.75	31-303	Lees	FirstStep II / OS	\$42.32	RUBBER FLOOR TILE (SF)			
31-301	Bigelow	Cross Country / OS	\$9.20	31-304	Lees	Flamesitch III	\$23.32	31-401	MHK	SBR Fleck Slate 17	\$6.09
31-301	Bigelow	End Result / OS	\$8.22	31-303	Bigelow	Fluid Form	\$19.40	31-401	MHK	SBR Fleck Slate 35	\$5.91
31-304	Lees	Faculty Remix	\$15.24	31-303	Bigelow	Function	\$20.80	31-401	MHK	SBR Hammered Tile 17	\$6.09
31-301	Karastan	Fascinated	\$23.48	31-303	Lees	Glaze II	\$24.75	31-401	MHK	SBR Hammered Tile 35	\$5.91
31-304	Lees	Forward Vision	\$17.14	31-304	Lees	Ground Strata II	\$23.32	31-401	MHK	SBR Round Tile 17	\$5.60
31-301	Karastan	High Panel	\$24.44	31-303	Bigelow	Heat	\$23.96	31-401	MHK	SBR Round Tile 35	\$5.45
31-301	Karastan	Innovate	\$26.20	31-303	Lees	Hein	\$19.49	31-401	MHK	SBR Slate 17	\$6.09
31-301	Karastan	New York, NY II	\$32.82	31-303	Lees	Honi Plank	\$21.17	31-401	MHK	SBR Slate 35	\$5.91
31-301	Karastan	Nouveau III	\$31.31	31-304	Lees	Horsepower II	\$24.27	31-401	MHK	TRUE Hammered 17	\$6.73
31-301	Karastan	Plateau II	\$25.90	31-303	Bigelow	Insurgent	\$16.95	31-401	MHK	TRUE Hammered 35	\$6.51
31-301	Bigelow	ReCharge / OS	\$9.88	31-303	Bigelow	In The Loop	\$16.65	31-401	MHK	TRUE Medi-Flex Tile (2mm)	\$6.37
31-301	Bigelow	Sketch Pad	\$12.93	31-303	Lees	Jacket II	\$21.40	31-401	MHK	TRUE Medi-Flex Tile (3mm)	\$7.28
31-301	Bigelow	Surreal	\$16.44	31-303	Bigelow	Junction	\$20.83	31-401	MHK	TRUE Natural Slate 17	\$6.73
31-304	Lees	Wavelength	\$17.14	31-303	Karastan	Modern Appeal	\$31.75	31-401	MHK	TRUE Natural Slate 35	\$6.51
31-301	Karastan	Windfall	\$25.36	31-304	Lees	Newcomer	\$20.44	31-401	MHK	TRUE Round Tile 17	\$6.51
31-304	Lees	Work It! 26	\$18.12	31-303	Bigelow	One First / OS	\$20.47	31-401	MHK	TRUE Round Tile 35	\$6.31
MODULAR STYLES (SY)				31-303	Lees	Parkway II	\$24.75	31-401	MHK	TRUE Slate 17	\$6.73
31-303	Bigelow	Accountable II / OS	\$13.46	31-304	Lees	Photofinish II	\$24.27	31-401	MHK	TRUE Slate 35	\$6.51
31-303	Bigelow	Artist II / OS	\$16.22	31-303	Bigelow	Riot / OS	\$15.03	RUBBER FLOOR SHEET (SF)			
31-303	Lees	By The Book	\$20.91	31-304	Lees	Rookie	\$20.44	31-402	MHK	SBR Master Step (2mm)	\$4.04
31-303	Bigelow	Caliber / OS	\$16.22	31-303	Bigelow	Sector / OS	\$16.22	31-402	MHK	SBR Master Step (3mm)	\$4.73
31-303	Bigelow	CEO / OS	\$16.22	31-304	Lees	Selvadge	\$19.49	31-402	MHK	TRUE Medi-Flex (2mm)	\$4.22
31-303	Bigelow	CEO II / OS	\$16.22	31-303	Bigelow	Sermillon	\$23.32	31-402	MHK	TRUE Medi-Flex (3mm)	\$5.19
31-304	Lees	Character Lines	\$26.02	31-303	Bigelow	Sketch Pad	\$16.82	ADHESIVES (UNIT)			
31-304	Lees	Colorbeat	\$14.49	31-303	Lees	Step In Style II / OS	\$39.45	31-604	EnPress PSA	4 GAL PAIL	\$92.79
31-303	Lees	Colorbeat Plank	\$21.40	31-303	Lees	StepUp II / OS	\$45.20	31-604	EnPress NX1	4 GAL PAIL	\$92.79
31-303	Bigelow	Connect	\$21.52	31-303	Lees	The Flow	\$22.33	31-604	NoBroadbok MP	4 GAL PAIL	\$44.19
31-303	Bigelow	Datum / OS	\$16.22	31-303	Lees	The Groove II	\$26.33	31-604	FlexLok Tabs	Box of 500	\$76.81
31-303	Bigelow	Delta / OS	\$18.09	31-303	Bigelow	Vanquished God	\$17.95	31-604	Primary LVT M700	4 GAL PAIL	\$114.51
31-303	Lees	DesignConnect II	\$25.16	31-303	Lees	Work It! 26	\$20.89	31-604	Primary LVT MS160 Case of 6 Bds	\$157.71	
31-303	Lees	DesignFrame	\$25.16	31-303	Bigelow	X-Factor / OS	\$15.10				



CMAS READY PRODUCTS

BRAND	STYLE	NO.	PRICE(SY)	BRAND	STYLE	NO.	PRICE(SY)	BRAND	STYLE	NO.	PRICE(SY)
BROADLOOM STYLES				Bigelow	Doctor / OS	BC190	\$8.75	Bigelow	In The Loop / OS	BC309	\$9.20
Karastan (W)	A Different Angle	KC234	\$28.55	Bigelow	Doctor II / OS	BC181	\$8.75	Karastan (W)	linovate	MC092	\$26.20
Bigelow	Achieve It	BC201	\$12.70	Karastan	Electric Strings	DC152	\$21.09	Karastan (W)	Insatiable	KC160	\$34.30
Karastan (W)	Atimundack II	ADKII	\$36.72	Lees	Elegant Cloth	GL181	\$18.11	Bigelow	Intellectual / OS	BC349	\$8.43
Karastan (W)	Applied Art	KC217	\$21.12	Karastan	Elegant Fracture	KC189	\$23.24	Karastan (W)	Intrinsic	MC032	\$23.94
Karastan (W)	Applied Science	KC218	\$25.92	Lees	Emerging Lights II	GL157	\$16.20	Karastan (W)	Jewel Case	KC161	\$21.79
Bigelow	Artist / OS	BC199	\$8.75	Bigelow	End Result / OS	BC200	\$8.22	Bigelow	Journal	BC370	\$15.13
Bigelow	Artist II / OS	BC380	\$8.75	Karastan	Enlightened	DC136	\$20.71	Lees	Know-How	GL137	\$17.14
Karastan (W)	Atalaya	MC139	\$26.47	Bigelow	Estancia	MC075	\$20.33	Bigelow	Kudos	BC110	\$13.49
Bigelow	Autobiography	BC372	\$15.13	Karastan	Existence	KC229	\$21.85	Karastan	La Belle Bonde	KC220	\$21.03
Karastan (W)	Barrier Island II	BC224	\$20.53	Lees	Exotic Fauna	GL182	\$18.11	Karastan (W)	Lake Point	KC130	\$33.64
Bigelow	Base Camp / OS	BC332	\$7.47	Karastan (W)	Fabrique	KC112	\$40.77	Lees	Luxury Trade	GL193	\$18.11
Karastan (W)	Belgian Weave	GLW	\$33.48	Lees	Faculty Focus	GL154	\$15.24	Bigelow	Made to Move / OS	BC219	\$10.34
Karastan	Belonging	KC230	\$21.85	Karastan	Fascinated	KC173	\$23.48	Bigelow	McCormick II / OS	BC181	\$9.20
Bigelow	Bold Strokes / OS	BC362	\$6.51	Karastan (W)	Fib	FF	\$34.06	Karastan (W)	Meditations	KC133	\$33.39
Lees	Brain Power	GL136	\$18.96	Lees	Flamestitch III	GL168	\$16.19	Bigelow	Metropolis II	BC258	\$14.08
Lees	Braze	GL018	\$21.93	Karastan (W)	Fluidity	KC132	\$33.62	Bigelow	Modern / OS	BC347	\$8.43
Karastan (W)	Bluecarolle II	KC180	\$29.35	Lees	Foreign Flora	GL183	\$18.11	Bigelow	Motograph	BC369	\$15.13
Lees	By The Book	GL091	\$16.54	Karastan (W)	Fortitude III	KC215	\$30.69	Bigelow	Must Have / OS	BC287	\$8.22
Bigelow	Carmenere	MC011	\$18.56	Lees	Forward Vision	GL135	\$17.14	Karastan	Narration	KC228	\$24.85
Bigelow	CEO / OS	BC197	\$8.75	Bigelow	Get Real II	BC257	\$13.38	Bigelow	New Basics II 26 / OS	BC265	\$6.96
Bigelow	CEO II / OS	BC382	\$8.75	Karastan (W)	Global Attraction	KC222	\$27.59	Bigelow	New Basics II 26 U / OS	BC265	\$7.39
Bigelow	Charm	MC083	\$17.39	Bigelow	Grant Park 24 / OS	BC180	\$9.20	Bigelow	New Basics II 28 / OS	BC266	\$7.24
Lees	Civilized Check / OS	GL320	\$15.13	Bigelow	Grant Park 26	BC179	\$11.73	Bigelow	New Basics II 28 U / OS	BC266	\$7.67
Bigelow	City Step / OS	BC215	\$8.75	Bigelow	Graphic Edge III	BC229	\$17.29	Karastan (W)	New York, NY II	KC146	\$32.82
Karastan (W)	Clearly Classic	KC221	\$25.68	Bigelow	Gridworks III	BC278	\$15.61	Karastan (W)	Nouveau III	KC178	\$31.32
Bigelow	Clever Spin / OS	BC311	\$9.20	Karastan	Guarini Too	KC169	\$24.32	Bigelow	On the Rise / OS	BC221	\$10.34
Bigelow	Close Up	BC279	\$4.96	Karastan (W)	Harmonic Vibe	KC172	\$29.79	Lees	Ornate Metal	GL185	\$18.11
Karastan (W)	Complexions	KC147	\$31.11	Bigelow	Heat	MC088	\$18.02	Lees	Pratfallish II	GL169	\$17.14
Bigelow	Conceptual / OS	BC350	\$8.43	Lees	High Marks	GL188	\$16.54	Karastan	Put Scrubbed II	KC158	\$25.49
Bigelow	Connect	BC186	\$12.17	Karastan (W)	High Panel	KC129	\$34.44	Karastan	Plateau II	DC147	\$25.98
Karastan (W)	Contours	KC146	\$38.47	Karastan (W)	Highline	KC175	\$31.04	Bigelow	Play Hard / OS	BC290	\$14.44
Karastan (W)	Crust Sequester	KC164	\$26.15	Lees	Horsepower II	GL170	\$17.14	Bigelow	Playlist / OS	BC173	\$7.46
Bigelow	Cozy Chic / OS	BC336	\$8.43	Karastan	Humble	KC277	\$18.97	Karastan (W)	Pocket Square	KC275	\$32.38
Bigelow	Cross Country / OS	BC214	\$9.20	Karastan	Humble Uno	KC187	\$22.42	Bigelow	Point of Interest / OS	BC203	\$8.75
Bigelow	Cross Knot / OS	BC375	\$10.44	Karastan	Hypnotizing	DC157	\$22.47	Karastan	Prodipal	KC209	\$16.23
Bigelow	Diffused Solvedge / OS	BC374	\$10.34	Karastan (W)	Idlewakt	KC216	\$29.75	Karastan (W)	Quillen II	KC177	\$33.88



CMAS READY PRODUCTS

BRAND	STYLE	NO.	PRICE (\$V)	BRAND	STYLE	NO.	PRICE (\$V)	BRAND	STYLE	NO.	PRICE (\$V)
Karastan	Quixotic	KC212	\$16.23	Karastan (W)	Well-Dressed	KC226	\$32.38	Bigelow	Coolly Noted / OS	BT336	\$10.71
Bigelow	Radio / OS	BC342	\$7.76	Bigelow	Whip Stitch / OS	BC376	\$10.34	Bigelow	Cross-Country	BT145	\$21.21
Bigelow	Random Weave / OS	BC377	\$10.34	Karastan	Windfall	CT137	\$24.99	Lees	Curious	GT150	\$22.36
Bigelow	ReBuild / OS	BC295	\$9.88	Lees	Work It! 20	GL142	\$15.07	Bigelow	Datum / OS	BT284	\$16.22
Bigelow	ReCharge / OS	BC293	\$9.88	Lees	Work It! 26	GL143	\$18.12	Bigelow	Dellti	BT225	\$18.04
Bigelow	ReThink / OS	BC294	\$9.88	Bigelow	Work Smart / OS	BC291	\$10.34	Lees	DesignConnect II	GT106	\$25.16
Bigelow	Retrospection	BC371	\$15.13	MODULAR STYLES				Lees	DesignFrame	GT107	\$25.16
Bigelow	Router / OS	BC348	\$8.43	Lees	A Premonition II	GT161	\$26.67	Lees	DesignScene II	GT105	\$24.64
Bigelow	Sanctify	MC002	\$19.08	Bigelow	Accountable II / OS	BT267	\$13.46	Bigelow	Doctor / OS	BT198	\$18.37
Lees	Sheer Exposure	GL112	\$19.49	Bigelow	Achieve II	BT301	\$18.39	Bigelow	Doctor II / OS	BT301	\$18.37
Bigelow	Shifting Gears	BC378	\$4.85	Lees	Amplitude	GT147	\$22.80	Lees	Dotted Infusion Plank	GT301	\$22.22
Karastan (W)	Sisal Tec II	SLT2	\$20.79	Lees	Amused	GT152	\$27.15	Bigelow	Drifted Ground Plank/OS	BT380	\$18.37
Bigelow	Sketch Pad	BC296	\$12.93	Lees	Amused II	GT313	\$27.15	Bigelow	Elemental Factor	BT272	\$17.95
Bigelow	Smiles	MC112	\$11.77	Lees	Analogue	GT110	\$18.18	Lees	Emerging Lights II	GT157	\$23.32
Bigelow	Solve	BC360	\$12.70	Bigelow	Artist / OS	BT199	\$16.22	Lees	Enthralled	GT153	\$27.15
Karastan	Sonata Chill	KC157	\$22.60	Bigelow	Artist II / OS	BT380	\$16.22	Lees	Enthralled II	GT314	\$27.15
Karastan	Sonic Cadence	KC156	\$22.70	Bigelow	At Bat	BT337	\$16.46	Bigelow	Experiment	BT298	\$18.39
Bigelow	Spectrum 30 V / OS	BC246	\$9.20	Bigelow	Audacious	BT359	\$13.40	Lees	Faculty Remix	GT154	\$20.44
Bigelow	Spectrum 36 V	BC247	\$12.39	Bigelow	Awareness / OS	BT384	\$16.47	Karastan	Fascinated	KT173	\$31.30
Karastan	Stop Staring	DC158	\$21.24	Lees	Blurred Lines	GT191	\$21.26	Bigelow	First One Up / OS	BT286	\$16.46
Karastan (W)	Striations	KC115	\$38.06	Bigelow	Botanical Origin	BT235	\$17.95	Lees	FirstStep II / OS	GT315	\$42.32
Karastan	Studded	DC139	\$21.82	Lees	Braided Stream II	GT175	\$22.36	Lees	Flamestitch III	GT168	\$23.32
Bigelow	Surreal	MC067	\$16.44	Karastan	Braided Texture	KT231	\$28.52	Bigelow	Fluid Form	BT236	\$19.40
Karastan	Symphonic Pulse	KC155	\$22.41	Lees	Brain Power	GT136	\$21.15	Lees	Forward Vision	GT135	\$21.15
Bigelow	Tailored Fit / OS	BQ345	\$8.43	Lees	Break Through!	GT113	\$25.53	Lees	Get Around	GT092	\$20.91
Lees	Take Note	GL090	\$16.54	Lees	By The Book	GT091	\$20.91	Lees	Glaze II	GT165	\$24.75
Karastan	Tattered	DC138	\$21.42	Bigelow	Caliber / OS	BT282	\$16.22	Lees	Ground Strata II	GT159	\$23.32
Bigelow	Teasel Two	BC217	\$19.62	Bigelow	CEO / OS	BT197	\$16.22	Bigelow	Headstrong / OS	BT354	\$15.93
Bigelow	Thrill	MC140	\$17.41	Bigelow	CEO II / OS	BT307	\$16.22	Bigelow	Heat	MT080	\$23.96
Bigelow	Trail Mix / OS	BC333	\$7.76	Lees	Character Lines	GT089	\$26.02	Lees	Hem	GT178	\$19.49
Karastan (W)	Uncommon Thread	KC233	\$28.56	Bigelow	Cherish	BT227	\$18.37	Lees	Hem Plank	GT295	\$23.17
Bigelow	Unique Twist / OS	BC310	\$9.20	Lees	City Fragments	GT100	\$26.02	Lees	Hexagonal Infusion Plank	GT299	\$22.22
Bigelow	Urban Path / OS	BC292	\$8.75	Bigelow	Collaborate	BT297	\$18.39	Lees	High Marks	GT108	\$20.91
Bigelow	Wabi Sabi	BC111	\$11.97	Lees	Colorbeat	GT160	\$19.49	Bigelow	Higher Thinking	BT299	\$18.39
Karastan (W)	Wattle Weave	WWSVK	\$33.75	Lees	Colorbeat Plank	GT298	\$21.40	Lees	Horsepower II	GT170	\$24.27
Lees	WaveLength	GL148	\$17.14	Karastan	Complex	DT135	\$30.28	Lees	Hustle & Bustle	GT307	\$18.39
Bigelow	Way Cool	BC164	\$11.97	Bigelow	Connect	BT186	\$21.52	Bigelow	In The Loop / OS	BT309	\$16.65

GMAS READY PRODUCTS

BRAND	STYLE	NO.	PRICE (SY)	BRAND	STYLE	NO.	PRICE (SY)	BRAND	STYLE	NO.	PRICE (SY)
Lees	Inseam Plank	GT297	\$23.17	Bigelow	Ready Comfort / OS	BT303	\$16.47	Lees	Step Up II / OS	GT311	\$45.20
Bigelow	Inaugural	BT367	\$16.95	Lees	Renawakened Plank	GT302	\$22.22	Karastan	Stop Staring	BT150	\$28.37
Lees	Into It / OS	GT319	\$20.30	Bigelow	Rebel	BT357	\$13.40	Lees	Streetscapes	GT308	\$18.30
Lees	It's a Sign II	GT162	\$26.67	Bigelow	Reckless / OS	BT353	\$15.03	Bigelow	Structured Motion	BT271	\$18.27
Lees	Jacked II	GT171	\$21.40	Lees	Rehomed Plank	GT303	\$22.22	Lees	Superfresh	GT196	\$25.23
Lees	Jean	GT177	\$19.49	Bigelow	Reflective Symmetry	BT312	\$13.40	Lees	Take Note	GT090	\$20.91
Lees	Kinesthetic Plank / OS	GT317	\$23.17	Lees	Relative Degree	GT192	\$21.26	Lees	Taped Off	GT197	\$25.23
Lees	Knock-Hey	GT137	\$21.15	Lees	Rendered Reality	GT193	\$21.26	Karastan	Fatoned	BT138	\$30.96
Lees	Late Night	GT306	\$18.39	Bigelow	Rust / OS	BT355	\$15.63	Lees	The Field II	GT104	\$27.12
Bigelow	Latent Surface	BT314	\$13.40	Lees	River Rush II	GT174	\$22.36	Lees	The Flow	GT109	\$22.33
Bigelow	Lead Off	BT338	\$16.46	Lees	Rookie	GT155	\$20.44	Lees	The Groove II	GT103	\$26.33
Bigelow	Life Drive / OS	BT339	\$14.08	Bigelow	Sector / OS	BT295	\$16.22	Lees	Tranquil Beauty Plank	GT309	\$22.22
Karastan	Logical	BT141	\$29.66	Bigelow	Seek Unique / OS	BT335	\$10.71	Bigelow	Travel Time	BT307	\$19.21
Lees	Mast II	GT166	\$24.75	Lees	Selvdge	GT179	\$19.49	Lees	Vacant Beauty	GT101	\$25.67
Bigelow	Metamorphic Plank / OS	BT388	\$18.39	Bigelow	Senjilon	MT002	\$23.32	Bigelow	Vandal	BT358	\$13.40
Lees	Mischievous	GT151	\$22.36	Bigelow	Senul	BT226	\$16.58	Bigelow	Vanishing Point	BT333	\$13.40
Bigelow	Mix & Match Plank / OS	BT385	\$18.39	Lees	Show Exposure	GT112	\$25.53	Bigelow	Variogated Grid	BT237	\$17.95
Karastan	Modern Appeal	BT161	\$31.75	Lees	Shut II	GT173	\$24.27	Bigelow	Venturesome / OS	BT356	\$15.03
Bigelow	Multitier	BT366	\$16.95	Bigelow	Skotch Pad	BT296	\$16.82	Lees	Vest	GT172	\$21.40
Lees	Newcomer	GT156	\$20.44	Bigelow	Solvo	BT300	\$18.39	Karastan	Warped	BT137	\$29.96
Lees	Off The Wall	GT195	\$25.23	Karastan	Sonata Chill	KT157	\$30.33	Lees	Waylength	GT149	\$22.60
Lees	On The Surface II	GT176	\$22.36	Karastan	Sonic Cadence	KT156	\$30.05	Bigelow	WildStyle	BT300	\$13.40
Bigelow	One First / OS	MT086	\$20.47	Bigelow	Spatial / OS	BT283	\$16.22	Lees	Work It-17	GT142	\$17.97
Lees	Parkway II	GT167	\$24.75	Bigelow	Special Limit	BT306	\$19.21	Lees	Work It-26	GT143	\$20.89
Bigelow	Power Fraction	BT306	\$18.87	Lees	Spherical-Injection Plank	GT300	\$22.22	Lees	Write Direction Plank/OS	GT318	\$23.17
Lees	Photofinish II	GT169	\$24.27	Lees	Starting Over	GT316	\$18.18	Bigelow	X-Factor / OS	BT212	\$15.10
Bigelow	Picture This / OS	BT334	\$10.71	Lees	Starting Point	GT111	\$18.18	Lees	Zip It Plank	GT296	\$23.17
Lees	Pix II	GT158	\$25.23	Bigelow	Statement Stone / OS	BT390	\$16.47				
Lees	Pop Icon	GT194	\$25.23	Lees	Step In Style II / OS	GT312	\$39.45				

GMAS READY PRODUCTS - ADHESIVES

PRODUCT	STYLE	PRICE (EA)	PRODUCT	STYLE	PRICE (EA)	PRODUCT	STYLE	PRICE (EA)
EnPress-PSA	1 GAL PAUL	\$92.79	NuBrodtek SS MP	Case of 12 Bits	\$43.49	PermaBlok Tape	Roll	\$223.08
EnPress-NXT	1 GAL PAUL	\$92.70	NuBrodtek ES Woven	Case of 12 Bits	\$96.65	Primary (VT M70)	4 GAL PAUL	\$147.51
NuBrodtek MP	1 GAL PAUL	\$14.19	OptiSeal	1 GAL PAUL	\$131.58	Acrylic (VT M150)	1 GAL PAUL	\$127.74
NuBrodtek SS	Case of 12 Bits	\$73.49	FlexBlok tabs	Box of 500	\$78.81	Primary (VT M160)	Case of 6 Bits	\$157.21



CMAS READY PRODUCTS - SERVICES FOR CARPET

SERVICE Standard Area	PRICE (\$Y)	SERVICE High Cost Area*	PRICE (\$Y)	SERVICE AREA DEFINITION
Direct Glue without attached cushion	\$5.49	Direct Glue without attached cushion	\$8.91	*High Cost Areas include Greater Metro Areas Of:
Direct Glue with attached cushion	\$5.94	Direct Glue with attached cushion	\$9.21	Boston, Chicago, Kansas City, Los Angeles, Miami, New
Double Stick double glue down	\$9.23	Double Stick double glue down	\$11.97	York City, St. Louis, San Francisco and all areas outside the
Stretch In (tackless) non-patterned over cushion	\$8.25	Stretch In (tackless) non-patterned over cushion	\$8.13	Continental United States
Stretch In (tackless) patterned over cushion	\$6.98	Stretch In (tackless) patterned over cushion	\$8.58	
Carpet Tile Full Adhesive Spread	\$5.93	Carpet Tile Full Adhesive Spread	\$8.73	
Non-Wet Adhesive	\$4.50	Non-Wet Adhesive	\$5.95	
Furniture Lifting for Carpet Installation	\$12.00	Furniture Lifting for Carpet Installation	\$15.00	
Reclamation Services	\$0.94	Reclamation Services	\$1.24	

CMAS READY PRODUCTS - SERVICES FOR HARD SURFACE

SERVICE Standard Area	PRICE (\$F)	SERVICE High Cost Area*	PRICE (\$F)	HIGH COST SERVICE AREA DEFINITION
Direct Glue Down of Vinyl Composition Tile	\$1.95	Direct Glue Down of Vinyl Composition Tile	\$3.12	*High Cost Areas include Greater Metro Areas Of:
Direct Glue Down of Rubber Tile	\$10.50	Direct Glue Down of Rubber Tile	\$16.80	Boston, Chicago, Kansas City, Los Angeles, Miami, New
Direct Glue Down of Static Dissipative Tile	\$7.75	Direct Glue Down of Static Dissipative Tile	\$12.40	York City, St. Louis, San Francisco and all areas outside the
Direct Glue Full Spread Sheet Vinyl	\$3.50	Direct Glue Full Spread Sheet Vinyl	\$5.80	Continental United States
Direct Glue Perimeter Residential Sheet Vinyl	\$4.94	Direct Glue Perimeter Residential Sheet Vinyl	\$7.91	

CMAS READY PRODUCTS - SERVICES FOR HARD SURFACE

SERVICE Standard Area	PRICE (LF)	SERVICE High Cost Area*	PRICE (LF)	HIGH COST SERVICE AREA DEFINITION
Heat Welding Seams on Sheet Vinyl	\$5.50	Heat Welding Seams on Sheet Vinyl	\$8.00	*High Cost Areas include Greater Metro Areas Of:
Flash Coving Sheet Vinyl at Walls	\$12.50	Flash Coving Sheet Vinyl at Walls	\$20.00	Boston, Chicago, Kansas City, Los Angeles, Miami, New
Install Cove Base Vinyl or Carpet	\$1.85	Install Cove Base Vinyl or Carpet	\$2.96	York City, St. Louis, San Francisco and all areas outside the
Install Stair Treads	\$41.50	Install Stair Treads	\$66.40	Continental United States
Install Risers	\$41.50	Install Risers	\$66.40	
Install Stringers	\$8.50	Install Stringers	\$13.60	



CMAS CONTRACT TERMS AND CONDITIONS

CMAS Contract Number: 4-T3-72-0039C
 Contractor: MOHAWK COMMERCIAL INC
 Current Supplement: Modification 0048
 Term Dates: 12/4/2013 - 8/31/2018
 Contact Name/Number: Wynter Hiatt / 800-622-6228 (x24710)
 Address: 160 S Industrial Blvd
 City/State/Zip: Calhoun, GA 30701
 Contractor Website: www.mohawkgroup.com
 E-mail Address: paul_walverton@mohawkind.com
 Business Enterprise Type: Large
 Base Contract Number: GS-03F-077AA

Products and Services Codes:	Description	Code
	BRAND-BIGELOW-COMMERCIAL	2564
	BRAND-KARASTAN	2566
	BRAND-LEES CARPET	1965
	BRAND-MOHAWK CARPET	2009
	FLOOR COV-BROADLOOM CARPET	1002
	FLOOR COV-CARPET RECYCLED	1529
	FLOOR COV-MATS/MATTING	1018
	FLOOR COV-MODULAR CARPET TILE	1003
	FLOOR COV-RUBBER SHEETING/TILE	1016
	FLOOR COV-VINYL SHEETING/TILE	1015

DEFINITIONS:

The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
 "Business entity" means any individual, business, partnership, joint venture, corporation, S corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
 "Buyer" means the State's authorized Contracting official.
 "Contract" means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
 "Contractor" means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
 "Goods" (commodities) means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer equipment and telecommunications).
 "State" means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.

CONTRACT FORMATION:

If this Contract results from a Contract Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer.

COMPLETE INTEGRATION:

This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

SEVERABILITY:

The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

INDEPENDENT CONTRACTOR:

Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

APPLICABLE LAW:

This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California. Venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Con-



tracts for the International Sale of Goods shall not apply to this Contract

COMPLIANCE WITH STATUTES AND REGULATIONS:

Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of Contractor's violation of this provision. If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).

CONTRACTOR'S POWER AND AUTHORITY

The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract. The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

CMAS -- ASSIGNMENT

This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder. Should the State desire financing of the assets provided hereunder through GS \$Mart, the State's financial marketplace, the Contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the Contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State-selected financing plan. The State-designated lender will pay the Contractor according to the terms of the Contractor's invoice upon acceptance of the assets by the State.

WAIVER OF RIGHTS.

Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

CMAS -- ORDER OF PRECEDENCE

In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply: these General Provisions - Non-IT Commodities; Contract form, i.e., Purchase Order STD 65, etc., and any amendments thereto, federal GSA (or other multiple award) terms and conditions; Statement of Work, including any specifications incorporated by reference herein, special terms and conditions; and all other attachments incorporated in the Contract by reference.

PACKING AND SHIPMENT

All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to show the number of the container and the total number of containers in the shipment, and the number of the container in which the packing sheet has been enclosed. All shipments by Contractor or its subContractors must include packing sheets identifying the State's Contract number, item number, quantity and unit of measure, part number and description of the Goods shipped, and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets. Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES

No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract. Contractor must strictly follow Contract requirements regarding Free on Board (FO B), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer. If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted. On "FO B Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or



carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

TIME IS OF THE ESSENCE:

Time is of the essence in this Contract.

DELIVERY:

Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Goods, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.

SUBSTITUTIONS:

Substitution of Goods may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

INSPECTION, ACCEPTANCE AND REJECTION:

Contractor and its subContractors will provide and maintain a quality assurance system acceptable to the State covering Goods and services under this Contract and will tender to the State only those Goods that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Contract. All Goods may be subject to inspection and test by the State or its authorized representatives. Contractor and its subContractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection. All Goods to be delivered hereunder may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source. The State shall give written notice of rejection of Goods delivered or services performed hereunder within a reasonable time after receipt of such Goods or performance of such services. Such notice of rejection will state the respects in which the Goods do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such Goods and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

SAMPLES:

Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract. Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

CMAS -- WARRANTY:

The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides. Unless otherwise specified, the warranties contained in this Contract begin after acceptance has occurred. Contractor warrants that Goods and services furnished hereunder will conform to the requirements of this Contract (including all descriptions, specifications and drawings made a part hereof), and such Goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the State, free from defects in design. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty. All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies and users of the Goods or services.

SAFETY AND ACCIDENT PREVENTION:

In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

INSURANCE:

When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall



furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.

TERMINATION FOR NON-APPROPRIATION OF FUNDS:

If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Goods furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor. STATE AGREES THAT IF PARAGRAPH (a) ABOVE IS INVOKED, GOODS SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING

TERMINATION FOR THE CONVENIENCE OF THE STATE:

The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director, Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void. After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall stop work as specified in the Notice of Termination. Place no further subContracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract. Terminate all subContracts to the extent they relate to the work terminated. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subContracts; the approval or ratification of which will be final for purposes of this clause.

TERMINATION FOR DEFAULT:

The State may, subject to the Force Majeure paragraph contained herein, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to: Deliver the Goods or to perform the services within the time specified in the Contract or any amendment thereto; Make progress, so as to endanger performance of this Contract (but see subparagraph (b) below); or Perform any of the other provisions of this Contract (but see subparagraph (b), below). The State's right to terminate this Contract under subparagraphs (a)(ii) and (a)(iii) above, may be exercised if the Contractor does not cure such failure within the time frame stated in the cure notice issued by the Buyer. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Buyer considers appropriate, Goods or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Goods or services. However, the Contractor shall continue the work not terminated. If the Contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Buyer, any: Completed Goods, and Partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this Contract. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest. The State shall pay Contract price for completed Goods delivered and accepted. The Contractor and Buyer shall agree on the amount of payment for manufacturing materials delivered and accepted for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Buyer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract.

FORCE MAJEURE:

Except for defaults of subContractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to: Acts of God or of the public enemy, and Acts of the federal or state government in either its sovereign or Contractual capacity. If the failure to perform is caused by the default of a subContractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subContractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

In the event any Goods furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract. In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Goods via air freight or expedited routing to avoid



or minimize actual or potential delay if the delay is the fault of the Contractor. In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY

The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Goods either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor. Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Goods provided by the Contractor during the Contract.

INDEMNIFICATION:

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, subContractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by Contractor in the performance of this Contract.

INVOICES:

Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

REQUIRED PAYMENT DATE:

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

TAXES:

Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

NEWLY MANUFACTURED GOODS:

All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.

CONTRACT MODIFICATION:

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

CONFIDENTIALITY OF DATA:

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

NEWS RELEASES:

Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.



PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

Contractor shall hold the State of California, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Contract. Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement. Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Goods or software supplied by the Contractor or the operation of such Goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following: That the Contractor shall be notified within a reasonable time in writing by the State of any notice of such claim; and, That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the State shall have the option to participate in such action at its own expense. Should the Goods or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Goods or software by the State shall be prevented by injunction, the Contractor agrees to take back such Goods or software and make every reasonable effort to assist the State in procuring substitute Goods or software. If, in the sole opinion of the State, the return of such infringing Goods or software makes the retention of other Goods or software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Goods or software and refund any sums the State has paid Contractor less any reasonable amount for use or damage. The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon: The combination or utilization of Goods furnished hereunder with equipment or devices not made or furnished by the Contractor, or The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or The modification by the State of the equipment furnished hereunder or of the software, or The combination or utilization of software furnished hereunder with non-Contractor supplied software. Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws. The foregoing states the entire liability of the Contractor to the State with respect to infringement of patents, copyrights or trade secrets.

EXAMINATION AND AUDIT:

Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subContract related to performance of this Contract.

DISPUTES:

The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for information technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel. Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

STOP WORK

The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work.



called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either: Cancel the Stop Work Order; or Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract. If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if: The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage, provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract. If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

COVENANT AGAINST GRATUITIES:

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

NONDISCRIMINATION CLAUSE:

During the performance of this Contract, Contractor and its subContractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subContractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subContractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7295.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subContractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subContracts to perform work under the Contract.

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296

ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein: In submitting an offer to the State, the supplier offers and agrees that if the offer is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 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, material, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier. If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the offer price, less the expenses incurred in obtaining that portion of the



recovery. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the assignee has not been injured thereby, or the assignee declines to file a court action for the cause of action.

DRUG-FREE WORKPLACE CERTIFICATION:

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions: Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a). Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following: the dangers of drug abuse in the workplace; the person's or organization's policy of maintaining a drug-free workplace; any available counseling, rehabilitation and employee assistance programs; and, penalties that may be imposed upon employees for drug abuse violations. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract will receive a copy of the company's drug-free policy statement; and, will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

FOUR-DIGIT DATE COMPLIANCE:

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

SWEATFREE CODE OF CONDUCT:

Contractor declares under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov; and Public Contract Code Section 6108. Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).

RECYCLING:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, Goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205)

CHILD SUPPORT COMPLIANCE ACT:

For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that: The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

AMERICANS WITH DISABILITIES ACT

Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).

ELECTRONIC WASTE RECYCLING ACT OF 2003.

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

USE TAX COLLECTION:

In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1

**EXPATRIATE CORPORATIONS:**

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Section 10286 and 10286.1, and is eligible to Contract with the State.

DOMESTIC PARTNERS:

For Contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code section 10295.3.

SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS.

If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt Code § 14841.) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation (Mil & Vets. Code § 999.5(d); Govt Code § 14841.)

LOSS LEADER.

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10302(b).)

ADDITIONAL CMAS TERMS AND CONDITIONS**CMAS - CONTRACTOR'S LICENSE REQUIREMENTS:**

Contracts that include installation or the wording "Furnish and Install" require at the time of Contract award that Contractors possess a valid California State Contractor's License. If sub-Contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if the total cost (labor and materials) of the project is \$500.00 or more. Failure to be licensed or to keep the license current and in good standing shall be grounds for Contract revocation.

CMAS - PUBLIC WORKS REQUIREMENTS (LABOR/INSTALLATION):

Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the Contract involves a public works expenditure (labor/installation costs) in excess of \$5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the Contract price. Forms shall be provided to the Contractor. In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall, conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials under the purchase order. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the Department of Transportation booklet entitled General Prevailing Wage Rates. The booklet is compiled monthly and copies of the same are available from the Department of Industrial Relations, Prevailing Wage Unit at [www.dir.ca.gov/select/Statistics & Research](http://www.dir.ca.gov/select/Statistics%20&%20Research) or (415) 703-4774. The booklet is required to be posted at the job site. The Contractor hereby certifies by signing this Contract that Contractor has met or will comply with the standards of affirmative compliance with the Non-Discrimination Clause Requirements included herein. Contractor is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of the purchase order.

Laws to be Observed**Labor**

Pursuant to Section 1775 of the California Labor Code the Contractor shall, as a penalty to the State or Political subdivision on whose behalf the purchase order is made or awarded, forfeit not more than fifty (\$50.00) for each calendar day, or portions thereof, for each worker paid by him or subContractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices. Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five (\$25) for each worker



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/11/2016

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 Aon Risk Services South, Inc. Atlanta GA Office 3565 Piedmont Rd NE, Bldg 1, #700 Atlanta GA 30305 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Mohawk Carpet Distribution, Inc. 160 South Industrial Blvd SW Calhoun GA 30701 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Insurance Corporation		42404
	INSURER B: Liberty Mutual Fire Ins Co		23035
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER: 570061769791** **REVISION NUMBER:**

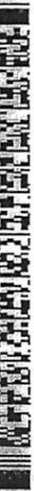
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			EB2651004272045 Excess General Liability SIR applies per policy terms & conditions	10/01/2015	10/01/2016	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$1,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA765D004272015 AOS WC7651004272025 WI	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A					10/01/2015	10/01/2016	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: 2016 Summer Flooring Replacement Projects. Rocklin Unified School District is included as Additional Insured in accordance with the policy provisions of the General Liability policy. Should General Liability policy be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to Certificate Holders in accordance with the policy provisions of each policy.

CERTIFICATE HOLDER Rocklin Unified School District 2615 Sierra Meadows Drive Rocklin CA 95677 USA	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 <i>Aon Risk Services South, Inc.</i>
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Holder Identifier : 570061769791 Certificate No : 570061769791



ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Contract for 2016 Asphalt Concrete Rehab Project

DEPARTMENT: Office of the Senior Director, Facilities, Maintenance & Operations

Background:

The District went out to bid for the asphalt repairs, seal coating and striping at Rocklin High School, Antelope Creek Elementary School, Rock Creek Elementary School and Granite Oaks Middle School. This work is scheduled to be completed this summer after summer school completes and before the beginning of the 2016-17 school year.

Status:

Bids for the asphalt repairs, seal coating and striping were solicited by phone and advertisement in the newspaper and opened by the District on March 03, 2016 at 10:00 am.

Bids were received from:

J.B. Bostick	\$125,732
Central Valley Engineering	\$153,537
Dryco Construction	\$225,037
California Pavement	\$227,350

Bids were reviewed by the Senior Director of Facilities & Operations and the Assistant Director of Facilities & Maintenance. The reviewers were in agreement to recommend award to J.B. Bostick for the complete bid of \$125,732.

Presenter:

Craig Rouse, Senior Director Facilities, Maintenance & Operations

Financial Impact:

Current year:	\$125,732
Future years:	N/A
Funding source:	General Fund 14

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item

Packet Information:

Contractor Agreement included.

Recommendation:

Staff recommends approval of the contract for the 2016 Asphalt Concrete Rehab project at various sites in the amount of \$125,732.00 with JB Bostick.

**ROCKLIN UNIFIED SCHOOL DISTRICT
CONSTRUCTION AGREEMENT
(Projects over \$15,000)**

THIS AGREEMENT is between Rocklin Unified School District ("District") and **JB Bostick Company** ("Contractor"). District and Contractor agree as follows:

1. **Project.** Contractor shall perform everything required to be performed and shall provide and furnish all labor, materials, tools, equipment, and all utility and transportation services required for the construction of **2016 Asphalt Concrete Rehab Project** ("Project") as fully described in the attached Exhibit "A".

All work to be performed and materials to be furnished shall be in conformity with the complete Agreement which includes the following Contract Documents, all of which are incorporated by reference: Notice to Contractors Calling for Bids, Instructions to Bidders, Bid Form, Designation of Subcontractors, Workers' Compensation Certificate, Performance Bond, Non-collusion Affidavit, Insurance Certificates, Guarantees, any Payment Bond, Change Orders, Shop Drawing Transmittals, Contractor's Certificate Regarding Non-Asbestos and/or Lead Containing Materials, if any, Davis-Bacon Compliance Certification, if any, Fingerprinting Certification, Labor Compliance Program documents, if any, Special Conditions and/or Special Requirements, Plans, Drawings, and/or Specifications, this Agreement, and any modifications, addenda, and amendments of or to any of these documents. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. **Time for Performance.** Contractor shall commence work on the Project on the date stated in the District's Notice to Proceed and shall complete the Project within **63** calendar days after that. Time is of the essence in this Agreement.

3. **Contract Price.** Subject to the terms and conditions of this Agreement, District shall pay to Contractor for all work to be performed under this Agreement the total sum of **\$125,732**.

4. **Payments.**

A. **Duration of Contract: 63 calendar days.**

(1) **Less than 60 Days:** Contractor shall be paid an amount equivalent to 95 percent of the contract price upon acceptance of the Project by the Governing Board or other governing body of District. Contractor shall be paid the remaining five (5) percent of the Contract Price within 35 days following the recording of a Notice of Completion.

(2) **Greater than 60 Days:** Contractor shall be paid a sum equal to 95 percent of the value of all work performed and of materials delivered and used, less the aggregate of previous payments. District may also deduct from such payments any amounts deemed due from Contractor. These monthly payments shall be made only on the basis of estimates which shall be prepared by Contractor on a form approved by District and filed before the fifth day of the month during which payment is to be made. Before

consideration of a request for payment, a certificate in writing shall be obtained from the Architect stating that the work for which the payment is demanded has been performed in accordance with the terms of the Contract Documents and that the amount stated in the certificate is due under the terms of the Contract Documents. The certificate of the Architect shall not be conclusive upon District, but advisory only. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release Contractor or Surety from any damages arising from such work or from enforcing each and every provision of this Agreement, and District shall have the right to subsequently correct any error made in any estimate for payment.

- B. From the payments specified in Paragraph A, District may make any deductions authorized or required by law or this Agreement including, by way of example only, the following:
- (1) Liquidated and other damages described in Paragraph 11;
 - (2) Defective work not remedied.
 - (3) Failure of Contractor to make proper payments to its subcontractor(s) or material suppliers for materials or labor.
 - (4) Damage to another contractor.
 - (5) Other damages sustained by District.

5. Submission of Bonds and Certificates. The Contractor shall not commence any work on the Project until it has submitted to District all certificates and bonds required by this Agreement. All bonds and certificates shall be submitted to District within ten days following award of this contract.

6. Insurance. Contractor shall take out and maintain at its own cost and expense during the term of this Agreement the following insurance:

- A. Workers compensation insurance for all of Contractor's employees in amounts not less than that required by law. Pursuant to Labor Code Sections 3700 and 1860, et seq., Contractor shall submit to District an acceptable Workers Compensation Certificate.
- B. Contractor shall obtain and maintain in effect at its own cost and expense during the term of this Agreement public liability and property damage insurance with per occurrence limits of not less than One Million Dollars (\$1,000,000.00) for death or personal injury and One Million Dollars (\$1,000,000.00) for property damage. The policy(ies) shall contain an endorsement naming District as an additional insured insofar as this Agreement is concerned, and provide that notice shall be given to District at least 30 days prior to cancellation or material change in the form of such policy(ies). Contractor shall furnish District with certificates for insurance

containing the endorsements required under this section, and District shall have the right to inspect the original policy(ies) of such insurance upon request.

C. All insurance companies must meet the following criteria:

- (1) U.S. Treasury listed
- (2) California admitted, as confirmed by the California Department of Insurance or listed in the California Department of Insurance's List of Eligible Surplus Line Insurers ("LESLI List")
- (3) A minimum rating of "A- VIII," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, 08858.

7. Performance/Payment Bonds. The Contractor shall furnish a Performance Bond in an amount equal to 100 percent of the Contract Price. If the Contract Price specified in Paragraph 3 is more than \$25,000, the Contractor shall also furnish a Payment Bond in an amount equal to 100 percent of the Contract Price. Any bond submitted must be issued by a California admitted corporate surety which is U.S. Treasury listed and whose U.S. Treasury listing indicates a bonding capacity in excess of the project cost. If a California admitted surety insurer issuing a bond does not meet these requirements, the insurer will be considered sufficient if each of the following conditions is satisfied:

A. The following documents are submitted with the bond:

- (1) The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.
- (2) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner.
- (3) A certificate from the county clerk of the county in which the District is located that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

B. If it appears that the bond was duly executed, that the insurer is authorized to transact surety insurance in the state, and that its assets exceed its liabilities in an amount equal to or in excess of the amount of the bond subject to Insurance Code Section 12090.

8. Changes and Extra Work. Contractor and District agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a Supplemental Contract or Change Order and approved and signed by District and Contractor. Should District direct or request additional project work not otherwise included within Paragraph 1 of this Contract, the cost of the additional work shall be added to the Contract Price and paid by

District pursuant to Paragraph 4 of Agreement. The term "cost" as used in this paragraph means the actual cost to Contractor of the labor, materials, or subcontracts required for the additional work increased by no more than 10 percent for Contractor overhead (including any increased bond costs).

9. Indemnification. Contractor shall indemnify and hold harmless District, its governing board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- A. Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of District.
- B. Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of Contractor, or any person, firm, or corporation employed by Contractor, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off District's property, if the liability arose due to the negligence or willful misconduct of anyone employed by Contractor, either directly or by independent contract.

At Contractor's own expense, cost, and risk, Contractor shall defend at the District's request any and all actions, suits, or other proceedings that may be brought or instituted against District, its governing board, officers, agents, or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against District, its governing board, officers, agents, or employees in any action, suit, or other proceeding as a result thereof.

10. Termination of Contract. Should Contractor commit any of the acts specified in this paragraph, by giving seven day's written notice to Contractor, District may, without prejudice to any other rights or remedies afforded District by law or by this Agreement, terminate the services of Contractor under this Agreement; take possession of the Project and the premises on which it is located; take possession of all materials, tools, and appliances located on the premises; and complete the Project by whatever method District may deem expedient. Contractor shall be deemed to have committed an act specified in this paragraph if Contractor:

- A. Is adjudged a bankrupt;
- B. Makes a general assignment for the benefit of creditors;
- C. Refuses or fails to supply enough properly skilled workers or proper materials to complete the Project in the time specified in this Agreement;
- D. Fails to make prompt payment to subcontractors, workers, or material suppliers for labor performed on or materials furnished to the Project;
- E. Persistently disregards any laws or ordinances relating to the Project or its completion; or

F. Otherwise commits a substantial violation of any provision of this Agreement.

11. Liquidated Damages.

A. Pursuant to Government Code Section 53069.85, for each calendar day completion is delayed beyond the time allowed in this Agreement, Contractor shall forfeit and pay to District the sum of \$100 per calendar day which shall be deducted from any payments due to or to become due to Contractor. In addition to any liquidated damages which may be assessed, if Contractor fails to complete the Project within the time period provided in the Contract Documents, and if as a result District finds it necessary to incur any costs and expenses (for example, relating to the acquisition and use of facilities pending completion of the Project), Contractor shall pay all those costs and expenses incurred by District. These costs and expenses may include but are not limited to such items as rental payments, inspection fees, and additional architectural fees related to acquisition of facilities. These costs and expenses may be retained by District from any payments otherwise due to Contractor.

B. Liquidated damages shall not be imposed because of any delays in completion of the project work due to (1) unforeseeable causes beyond the control and without the fault or negligence of Contractor and (2) performing any extra work pursuant to Paragraph 8 of this Agreement.

12. Clean-up. Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

13. Force Majeure. The Contractor shall be excused from performance hereunder during the time and to the extent that he is prevented from performing by act of God, fire, strike, lockout or commandeering of materials or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

14. Non-Discrimination Endorsement. It is the policy of the Contractor and District mutually agree that they will comply with all applicable Federal and California state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any prospective or active employee engaged in the work on the basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation or any other category protected by law, including but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all subcontractors employed. Contractor and District mutually agree that they will comply with all applicable federal and state anti-discrimination laws and

regulations, and agree not to unlawfully discriminate against students on the basis of race, color, creed, religion, sex, age, national origin, ancestry, marital status, physical or mental disability, sexual orientation, or any other category protected by law.

15. Subcontracting. Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to District for acts and omissions of subcontractor and of persons either directly or indirectly employed. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and District.

16. Patents, Royalties and Indemnities. The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

17. Guarantee. Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one-year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

18. Notices. Any and all notices or other matters required or permitted by this Agreement or by law to be served on, given to, or delivered to either District or the Contractor by the other party to this Agreement shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or to a supervisory employee of that party, or in lieu of personal service, when deposited in the United States Mail, first class postage paid, addressed: Attn: Senior Director of Facilities & Operations, Rocklin Unified School District, 2615 Sierra Meadows Drive, Rocklin, CA 95677, or to the Contractor at **2175 P.F.E. Road, #C Roseville, CA 95747**, California. Either party may change the party's address for these purposes by giving written notice of the change to the other party in the manner provided in this paragraph.

19. Assignment. This Agreement is for the personal services of Contractor in performing the work described in Section 1 of this Agreement and Contractor may not assign this Agreement, Contractor's right to monies becoming due under this Agreement, or Contractor's duties under this Agreement to any other person or entity without written consent of the District.

20. Removal or Relocation of Main or Trunkline Utility Facilities. The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for

removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy and for equipment on the project necessarily idled during such work.

21. Drug Free/Smoke Free/Alcohol Free Policy. All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products, and alcohol will not be tolerated.

22. Wage Rates. Pursuant to the provisions of Article 2, commencing with Section 1770 of the Labor Code, District has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Agreement. The general rates of per diem wages are available at District's office. In the event that the listed or posted rates are in error, Contractor is responsible to pay those rates determined by the Director of Industrial Relations to be applicable, and District shall not be responsible for any damages arising from the error.

It is the responsibility of Contractor to comply with the provisions of Labor Code Section 1776 dealing with the maintenance and inspection of employee payroll records.

The project is subject to prevailing wage monitoring and enforcement by the Department of Industrial Relations (DIR). The successful bidder and all subcontractors will be subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. The successful bidder and all subcontractors will be required to furnish electronic certified payroll records to the DIR on the frequency specified in the Notice Calling for Bids using the DIR's eCPR system. Failure to timely submit certified payroll records may result in debarment from public works projects by the Labor Commissioner for a period of one to three years. Contractor shall comply with all requirements of the Labor Code and attendant regulations pertaining to prevailing wage monitoring and compliance as indicated in the Contract Documents, and/or as required by the DIR, including, but not limited to, posting job site notices prescribed by Title 8 CCR § 16451(d). Contractor shall permit District, the DIR or their designee to interview Contractor's employees concerning compliance with prevailing wage, apprenticeship, and related matters, whether or not during work hours, and shall require each subcontractor to provide District, the DIR or their designee with such access to its employees.

23. Apprentices. If applicable, Contractor shall comply with the requirements of Labor Code Section 1777.5 dealing with the employment of apprentices.

24. Hours. Pursuant to the provisions of Article 3, commencing at Section 1810 of the Labor Code, Contractor shall pay the required rate of overtime for all hours worked in excess of eight hours per day and 40 hours per week.

25. Laws and Regulations. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations relating to the work required by this Contract.

26. Permits/Licenses. All necessary permits and licenses shall be secured and paid for by Contractor. The Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the appropriate classification required for the performance of this work, as determined by state and local government ordinance. This contract shall commence on the date specified in this purchase order, with work to be completed within the time allotted herein.

27. Utilities. Unless otherwise agreed by the parties in writing, all utilities including but not limited to electricity, water, gas, and telephone used on the Project shall be furnished and paid for by Contractor.

28. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, upon application of either party the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the parties.

29. Contractor's License and DIR Registration . In order to perform the work required by this Agreement, Contractor must possess a valid, active license in the classification specified in the Notice to Contractors Calling for Bids issued by the State of California, which shall remain valid and active throughout the Project. In addition, Contractor must be registered with DIR as a public works contractor. Contractor registration is accomplished through the portal <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

30. Non-Collusion Affidavit. The party making the foregoing proposal certifies that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Contractor has not directly or indirectly induced or solicited any other bidder to put false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Contractor has not in any manner, directly or indirectly, sought by agreement communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company

association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

31. Trenching or Other Excavations. If the Project involves digging trenches or other excavations that extend deeper than four feet, the following provisions shall be a part of this Contract:

- A. Contractor shall promptly, and before the following conditions are disturbed, provide written notice to District if Contractor finds any of the following conditions:
 - (1) Material that Contractor believes may be a 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 the provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site which are different from those indicated or expected.
 - (3) Unknown physical conditions at the site of any unusual nature or which are materially different from those ordinarily encountered and generally recognized as inherent in work which Contractor generally performs.
- B. In the event that Contractor notifies District that Contractor has found any of the conditions specified in subparagraphs (a), (b) or (c) above, District shall promptly investigate the condition(s). If District finds that the conditions are materially different or that a hazardous waste is present at the site which will affect Contractor's cost of, or the time required for, performance of the Agreement, District shall issue a change order in accordance with the procedures set forth in this Agreement.
- C. In the event that a dispute arises between District and Contractor regarding any of the matters specified in Paragraph (2) above, Contractor shall proceed with all work to be performed under the Agreement and Contractor shall not be excused from completing the Project as provided in the Agreement. In performing the work pursuant to this Paragraph, Contractor retains all rights provided by law which pertain to the resolution of disputes and protests between the contracting parties.

32. Claims.

- A. Public works claims of \$375,000 or less between Contractor and District are subject to the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 2 of the Public Contract Code. For purposes of this Paragraph and Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101; "claims" means a separate demand by Contractor for a time extension or payment of money or damages arising from work done by or on behalf of Contractor pursuant to the Agreement, and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or the amount of the payment which is disputed by District.

- B. Each claim must be submitted in writing five days after the damage was sustained or after the event or action giving rise to the claim and shall include all documents necessary to substantiate the claim. District shall respond in writing within 45 days of receipt of the claim if the claim is less than or equal to \$50,000 ("\$50,000 claim") or within 60 days if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to any defenses to the claim which District may have against Contractor. Any additional information shall be requested and provided upon mutual agreement of District and Contractor.
- C. District's written response to the claim shall be submitted to Contractor within 15 days after receipt of the further documentation for \$50,000 claims or within 30 days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by Contractor in producing the additional information, whichever is greater.
- D. Within 15 days of receipt of District's response, if Contractor disputes District's written response, or within 15 days of District's failure to respond within the time prescribed, Contractor shall provide written notification to District demanding an informal conference to meet and confer ("Conference") to be scheduled by District within 30 days. Following the Conference, if any claim or portion remains in dispute, Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time Contractor submits the written claim pursuant to this section until the time that claim is denied as a result of the conference process, including any period of time utilized by the meet and confer process.
- E. Pursuant to Public Contract Code Section 20104.2(f), this paragraph does not apply to tort claims and does not change the period for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
- F. If a civil action is filed, within 60 days but no earlier than 30 days following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that the parties select a disinterested third person mediator within 15 days; that mediation shall be commenced within 30 days of the submittal, and shall be concluded within 15 days of the commencement of the mediation unless time is extended upon a good cause showing to the court or by stipulation of the parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint a mediator.
- G. If the matter remains in dispute, the case shall be submitted to judicial arbitration as set forth in Public Contract Code Section 20104.4 (b)(1) through (b)(3).

- H. In the event of a claim for an amount in excess of \$375,000, the parties shall follow the procedures applicable to claims over \$50,000 and less than or equal to \$375,000, and:
- (1) All such actions as are required by these procedures are to be completed prior to any resort to judicial action.
 - (2) In the event of disputes not resolved by the parties, the parties agree to appoint a mediator mutually acceptable to both parties to resolve all disputes.
 - (3) In the event the parties are unable to agree on a mediator, the mediator is to be selected by application to the Superior Court of the county in which District is located for selection of the mediator from a list of names provided by the parties, each party submitting no more than three names.
 - (4) The selected mediator shall set a mediation as soon as possible. In the event the dispute is not resolved by mediation, the parties may then resort to the judicial process.
- I. In the event a dispute arises between the parties during the course of the Project, the parties shall attempt to resolve the dispute using the procedures set forth in this section. Pending resolution of the dispute, Contractor shall diligently continue to work on the Project to completion. Contractor agrees it will neither rescind the Agreement nor stop progress of the work, and Contractor's sole remedy shall be the procedures set forth in this section.

33. Fingerprinting Workers.

- A. Contractor shall comply with the applicable requirements of Education Code Sections 45125.1 and 45125.2 with respect to fingerprinting Contractor's employees. Contractor shall also ensure that each of its subcontractors on the Project complies with the applicable requirements of Sections 45125.1 and 45125.2. To this end, the Contractor and its subcontractors must provide for the completion of the certification form included in the Contract Documents prior to commencing work on the Project.
- B. Should Contractor or any subcontractor feel its employees will have limited or less contact with District pupils, application shall be made to the District for a determination on that question. The determination by District shall be final.
- C. Use of Education Code Section 45122.2(a)(1), (2) or (3) for compliance with these fingerprinting requirements is subject to prior District approval. The determination by District on application of any of these sections shall be final.
- D. In no event shall any employee of Contractor or its subcontractors come into contact with District's pupils before the certification is completed and approved by District.

34. Entire Agreement. The Agreement, including the Contract Documents incorporated by reference, constitutes the final, complete, and exclusive statement of the terms of the agreement

between the parties pertaining to the public works construction project which is the subject of the Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

Executed at 2615 Sierra Meadows Drive, Rocklin, CA 95677, Placer County, California.


DATED: _____

Rocklin Unified School District
District

*By: _____
Title: _____
Address: _____

DATED: 4/8/16

JB Bostick Company
Contractor

By: 
Title: Timothy R. Crowder President
Address: 2175 PFE Rd, Ste C
Roseville, CA 95747

1619487
Contractor's License No.

1000025839
Contractor's DIR Registration No.

***Important Notice:** California law provides that "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 Labor Code Section 1725.5." Please go to <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for more information and to register. This project is subject to monitoring by the Department of Industrial Relations.

**CERTIFICATION BY Contractor
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102**

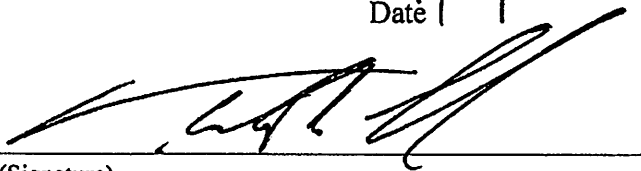
To the Governing Board of Rocklin Unified School District:

I, JB Bostick Company (Name of Contractor) certify that:

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Sections 1192.7 and 667.5 and this determination was made by a fingerprint check through the Department of Justice.
4. As further required by Education Code Section 45125.1 attached to this certification is a list of the names of the employees of the undersigned who may come in contact with pupils.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Roseville, California on 4/8/16.
Date



(Signature)

Timothy R. Crowley

(Typed or printed name)

President

(Title)

2175 PFE Rd Ste. C Roseville CA 95747

(Address)

916-773-1007

(Telephone)

LIST OF EMPLOYEES THAT MAY COME IN CONTACT WITH PUPILS
(all are fingerprinted per Education Code Section 45125.1)

N/A

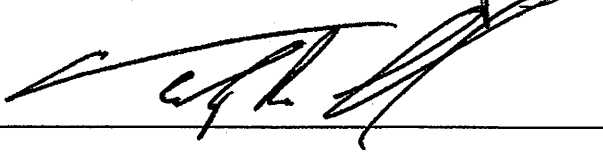
1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

WORKERS COMPENSATION CERTIFICATE

(AS REQUIRED BY SECTION 1861 OF THE CALIFORNIA LABOR CODE)

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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.

Contractor: JB Bostick Company

By: 

Title: Timothy R. Crowley, President

VERIFICATION OF Contractor

AND SUBContractorS' DIR REGISTRATION

I am the President of JB Bostick Co. ("Bidder") submitting the
(Title/Position) (Bidder Name)

accompanying Bid Proposal for the Work described as Asphalt Paving

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations ("DIR").

2. The Bidder's DIR Registration Number is: 1600025838. The expiration date of the Bidder's DIR Registration is June 30, 2016

3. If the Bidder is awarded the Contract for the Work and the expiration date of the Bidder's DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Bidder completing all obligations under the Contract for the Work, the Bidder will take all measures necessary to renew the Bidder's DIR Registration so that there is no lapse in the Bidder's DIR Registration while performing Work under the Contract.

4. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.

5. The Bidder has independently verified that each Subcontractor identified in the Subcontractors list submitted with the Bid Proposal of the Bidder is currently a DIR registered contractor.

6. The Bidder has provided the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors' list or within twenty-four (24) hours of the opening of Bid Proposals for the Work, the Bidder will provide the District with the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors List.

7. The Bidder's solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.

8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder's Bid Proposal is subject to rejection for non-responsiveness.

9. I have personal first hand-knowledge of all of the foregoing.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this 8 day of April, 20 16 at Roseville, CA.
(City and State)

[Signature]
(Signature)
Timothy P. Crowley
(Name, typed or printed)

Exhibit A

BID FORM

Submitted by: JB Bostick Company
Contractor

Bids will be received until _____ on _____

TO THE HONORABLE:

Governing Board of the Rocklin Unified School District of Placer County, California, hereinafter referred to as School District or Owner:

LADIES/GENTLEMEN:


1. The undersigned hereby proposes and agrees to furnish any and all required labor, material, equipment, transportation and services for construction of

a. Rocklin High School 2016 Asphalt Concrete Rehab Project

for the Rocklin Unified School District in strict conformity with the Drawings, Project Manual, and other documents on file at the office of the Electrical Engineer for the following sum(s):

Base Bid:

One hundred five thousand seven hundred thirty two DOLLARS
\$ 105,732.00

2. The following Alternates are completely described in Section 01100-ALTERNATES:
There is one alternate in the bid. Alt. \$18,188.00
3. The undersigned, by initialing below, acknowledges that Construction Allowances as indicated in Section 01020, are included in the GMP above in the following amount (s):
ALLOWANCE NO. 1 – General Contingency Allowance: \$20,000.00 
Initial
4. CONTRACT PERFORMANCE PERIOD: As described in Section 01010 – Summary of Work.
5. The undersigned agrees that, should the work not be completed within the time hereinabove stated from and after the date the Contractor is instructed to proceed by the Architect or Owner, an amount equal to \$0 per calendar day for each day of delay after the expiration of such period shall be deducted from the Contract Sum.
6. The undersigned, upon written notice of the acceptance of the bid within ninety (90) calendar days after the date of opening of the bids, hereby agrees to sign said Contract and furnish the necessary bonds within five (5) days after Notice of Award of said Contract.
7. This project is subject to prevailing wages and certified payroll in accord with Chapter 1 Part 7, Division 2 of the Labor Code, and will be strictly enforced.
8. The undersigned has examined the location of the proposed work and is familiar with the Drawings, Project Manual, and other Contract Documents and the local conditions at the place where the work is to be done.

9. The undersigned has checked carefully all of the above figures and understands that the Governing Board of the School District will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.
10. The undersigned acknowledges that the Governing Board of the School District reserves the right to reject any and all bids and/or waive any irregularities or informalities in the bidding.
11. Enclosed find Bidders' Bond for 10% of the bid, or Cashier's Check No. _____ of the _____ Bank for \$ _____.
12. Receipt is acknowledged of Addenda as follows
No. 1 No. 2 _____ No. 3 _____ No. 4 _____
13. The undersigned has submitted with this Bid Form he properly executed List of Subcontractors and Non-Collusion Affidavit.

Contractor JB Bostick Company
Signature *[Handwritten Signature]*
Address 2175 PFE Rd, Ste. C
Roseville, CA 95747
Contractor's State License Board No. 1069487
Classification A
Expiration Date 8/31/16

Dated this 3 day of March 2016

Scope of Work – 2016 Asphalt Concrete Rehab Projects

Basic scope (see plans and specifications for additional definition of scope):

1. Rocklin Unified School District Asphalt Concrete Rehab Projects

Specific work includes:

- 1. Crack seal, slurry seal, and repaint/restripe the parking lots at Antelope Creek Elementary, Rock Creek Elementary and Granite Oaks Middle School.**
- 2. Crack seal, slurry seal, restripe the parking lot, demolish and redo the AC paved surface in front of the portables at the Rocklin High School "Annex".**

ROCKLIN UNIFIED SCHOOL DISTRICT

Item 11.10
CONSENT
April 20, 2016

BOARD AGENDA BRIEFING

SUBJECT: Approve Contract for Rocklin High School Equipment and Projector Replacement Project

DEPARTMENT: Office of the Senior Director, Facilities, Maintenance & Operations

Background:

The District has requested a quote for the equipment and projector replacement project at Rocklin High School. Equipment and projectors will be replaced in the theater, library, technology lecture hall, large gym and small gym.

Status:

A contract agreement with Russell Fleming Construction has been prepared and is presented to the Board of Trustees for ratification.

Presenter:

Craig Rouse, Senior Director Facilities, Maintenance & Operations

Financial Impact:

Current year: \$11,350.00
Future years: N/A
Funding source: Fund (01) MS Education Voucher

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item

Packet Information:

Contractor Agreement.

Recommendation:

Staff recommends ratification of the contract for the equipment and projector replacement project at Rocklin High School in the amount of \$11,350.00 with Russell Fleming Construction.

**ROCKLIN UNIFIED SCHOOL DISTRICT
CONTRACTOR AGREEMENT
(Projects under \$15,000)**

This Agreement for the **Rocklin High School Equipment Projector Replacement Project**, is entered into by and between the Rocklin Unified School District, ("District"), and **Russell Fleming Construction**, ("Contractor"), identified under social security number/federal identification number 1000025357, with its principal place of business/office(s) located at **16530 Applegate Road, CA 95703**.

1. **TERM OF AGREEMENT / DATE(S) of SERVICE(S):** April 8, 2016 to July 7, 2016.

2. **SERVICES TO BE PERFORMED:** In consideration of the payment outlined in Paragraph 3 below, during the Term of Agreement / Date(s) of Service(s), Contractor agrees to perform services and, if applicable, provide materials and /or equipment to the District (hereinafter "Services"), as described below: **Scope of work to include equipment and projector replacement at Rocklin High School. Equipment and projectors will be replaced in the theater, library, technology lecture hall, large gym and small gym, as described in the attached Exhibit "A".**

It is understood and agreed that in the event any additional tasks and/or services are required from Contractor, prior to rendering any such tasks, the tasks shall be set forth in a writing duly signed by the parties, indicating the specific work to be accomplished, the approximate period of time over which performance will be completed, and the additional compensation, if any, to be paid for such additional tasks.

3. **COMPENSATION:** In consideration of the Services fully rendered to District as described above, District agrees to pay Contractor a total fee of **\$11,350.00**. The District will make reasonable good faith efforts to pay all compensation due to Contractor within thirty (30) days of completion of Contractor's Services hereunder and the District's receipt of a properly completed invoice from Contractor for services rendered. Contractor further agrees that the District will not have any liability whatsoever as to any work or expense not specifically documented herein and properly invoiced by Contractor to District within sixty (60) days of completion of Services.

Other Consideration/Notes: _____

4. **REPRESENTATIONS AND WARRANTIES:** Contractor represents and warrants that Contractor is fully admitted to transact business in the State of California. Contractor possesses the skill, knowledge, expertise, and, as applicable, holds current license(s), certification(s) and/or educational credentials, as required under the laws of the State of California and/or in accordance with District policies and regulations, to fully perform the services hereunder. Contractor represents that he/she/it has read and understands the terms and conditions of this Agreement.

5. **NON-EMPLOYEE / INDEPENDENT CONTRACTOR STATUS:** During the Term of this Agreement and/or Date(s) of Service(s), Contractor's Services for the District shall be rendered as an Independent Contractor. This Agreement is not intended, nor shall it be construed so as, to create the relationship of agent, employee, partnership, joint venture or association, or representative of the other for any purpose, or to imply any other relationship whatsoever between

Contractor and District, except as set forth herein. Neither party is granted any expressed or implied right or authority by the other party to assume or create any obligation or responsibility on behalf of or in the name of the other party, or to bind the other party in any manner or thing whatsoever. Contractor shall be solely responsible for paying all salaries, wages, benefits and other compensation which the Contractor's employees or consultants, if any, may be entitled to receive in connection with Contractor's Services hereunder, including, without limitation, withholding and paying all applicable payroll taxes and contributions, including federal, state and local income taxes, FICA, FUTA, and state unemployment, workers' compensation and disability insurance. Nothing contained hereunder will confer upon the Contractor any right to continue to render Services to the District, or to become employed by the District. The District and Contractor acknowledge that Contractor's Services hereunder are non-exclusive and Contractor is free to accept other work.

6. **SITE EXAMINATION:** Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that they have made such site examination as they deem necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

7. **EQUIPMENT AND LABOR:** Unless expressly indicated elsewhere in this agreement, the contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications.

8. **SUBCONTRACTORS:** Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

9. **SAFETY AND SECURITY:** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

10. **DEFAULT BY CONTRACTOR:** When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, Subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Governing Board to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Governing Board reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the District, if requested.

11. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ any unfit person or anyone not skilled in work assigned to him. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.
12. **SUBSTITUTIONS:** No substitutions of materials from those specified in the Work Specifications shall be made without the prior written consent of the District.
13. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.
14. **CLEAN UP:** Debris shall be removed from the premises. Job site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
15. **ACCESS TO WORK:** District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
16. **PROTECTION OF WORK AND PROPERTY:** The Contractor shall erect and properly maintain at all times as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workmen and the public, and shall post danger signs warning against hazards created by such features in the course of construction.
17. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.
18. **FORCE MAJEURE CLAUSE:** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault of the party not performing.
19. **LABOR CODE:** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor shall comply with all requirements of the Labor Code and all applicable rules and regulations issued by the Department of Industrial relations. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general

prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies of said determinations are on file at District's principal office and available to any interested party on request. Refer to Web site (www.dir.ca.gov).

20. INDEMNIFICATION: Contractor agrees to indemnify, defend, and hold harmless, the District (and its officers, employees, trustees, agents, successors and assigns) from and against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including, but not limited to, personal injury, death at any time, and property damage), arising out of or made necessary by Contractor's performance of this Agreement, breach of its terms, negligent acts or omissions, including as may arise resulting from Contractor's failure to make payments to Contractor's employees or consultants, if any, and/or self-employment taxes. In no event will the District's liability hereunder exceed a total of \$2,000,000.00.

21. INSURANCE REQUIREMENTS: Unless otherwise specifically agreed to in writing in advance of execution of this Agreement, Contractor agrees to obtain, pay for and maintain in effect during the Term of this Agreement and/or Date(s) of Service(s), the following policies of insurance issued by an insurance company rated not less than "A-VI" in A.M. Best's Insurance Rating Guide:

- (i) Commercial General Liability insurance (including contractual, products and completed operations coverage, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence;
- (ii) Commercial Automobile Liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence;
- (iii) Professional Liability insurance (also known as "Errors and Omissions" insurance) with a limit of liability of not less than \$1,000,000 per occurrence; and
- (iv) Worker's Compensation and State Disability insurance as required under law.

Each policy shall contain an endorsement naming the Rocklin Unified School District as an additional named insured insofar as this Agreement is concerned, and provide that written notice shall be given to the District at least thirty (30) days prior to cancellation or material change in the form of the policy or reduction in coverage. Prior to rendering Services hereunder, and at Contractor's expense, Contractor shall furnish the District with a Certificate of Insurance evidencing the endorsements required above, and the District shall have the right to inspect the Contractor's original insurance policies upon request. Upon notification of a notice of cancellation, change or reduction in coverage, Contractor shall immediately file with the District a certified copy of the required new or renewal policy and certificates for such policy. Nothing herein concerning minimum insurance requirements shall reduce the Consultant's liabilities or obligations under the indemnification provisions of this Agreement.

22. PROPRIETARY RIGHTS / OWNERSHIP / CONFIDENTIALITY: Contractor acknowledges:

- a. District may disclose to Contractor certain confidential information relating to, without limitation, the District's past, present, and future research, marketing, development, and/or business activities ("Confidential Information"). Except as required by the duties under this Agreement, Contractor agrees that, until such time as the Confidential Information enters the public domain through no fault of Contractor, Contractor will never, directly or indirectly, use, disseminate, disclose, lecture upon, or publish articles concerning any of the Confidential Information disclosed to Contractor by or on behalf of District without the prior written consent of District. Such confidentiality shall survive the termination of this Agreement and will only be relieved by written consent of District.
- b. All work accomplished pursuant to this Agreement will be the sole and exclusive property of District; and in addition to the obligations imposed above, Contractor will deliver all such work to District prior to expiration or termination of this Agreement and/or Contractor's performance hereunder.
- c. Upon expiration or termination of the Agreement and/or Contractor's performance hereunder, Contractor agrees to return to District all copies of Confidential Information, all drawings, documents, records, notebooks, disks, tapes, data residing or recorded in electronic media, and all other representations of confidential information, whether prepared by District, Contractor or others.
- d. Contractor agrees that all copyrightable material, inventions, improvements, developments and discoveries conceived, made, discovered or reduced to practice by Contractor solely, or in collaboration with others, during the period of this Agreement (i) relating in any manner to the business, research or development of District that Contractor may be directed to undertake, or (ii) which Contractor may become associated within work or in performing the services hereunder, or (iii) which are developed by Contractor using any supplies, facilities or Confidential Information of District are the sole property of District, and Contractor further agrees to grant to District any and all right, title and interest, of any kind or of all such copyrightable material, inventions, improvements, developments, and discoveries.

23. **GOVERNING LAW:** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules, and in accordance to District's policies and regulations, including, but not limited to, Board Policy 3320. Venue shall be in Placer County.

24. **TIME OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

25. **TERMINATION / NOTICES:** This Agreement may be terminated by either party with or without cause and for any or no reason upon (30) days' written notice to the other party addressed as follows:

If to Contractor, notice will be addressed to:
Name: Russell Fleming Construction
Address: 16530 Applegate Road
City/State/Zip: Applegate, CA 95703

If to District, notice will be addressed to:
Rocklin Unified School District
c/o: _____
2615 Sierra Meadows Drive
Rocklin, CA 95677

or to such other address as may be designated by the parties from time to time. Any written notice sent by registered U.S. mail and addressed in accordance herewith will be deemed to have been made and delivered seven (7) days following deposit into the U.S. mail. Contractor's obligations hereunder shall survive the termination of this Agreement.

26. **SEVERABILITY:** If any section, condition, provision, or covenant of this Agreement is held to be invalid or unenforceable, either in itself or as to any particular party, the remainder of this Agreement will continue to be in force unless it would be inequitable and inconsistent with the purpose of the Agreement to continue to do so.

27. **ASSIGNMENT:** Neither party may assign any rights, or transfer any obligations, under this Agreement, without the prior written agreement of the parties.

28. **ASBESTOS HAZARD EMERGENCY RESPONSE ACTION (AHERA):** All contract work that is performed for the District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District buildings.

29. **NO SMOKING POLICY:** All District sites are designated as non-smoking.

30. **FINGERPRINTING:** Unless waived by express action of the District, the Contractor and all of its agents and employees on the project work site must comply with the fingerprinting requirements of Education Code Sec. 45125.1. This section is an integral part of the service agreement and completion is required before the commencement of the contract.

31. **RATIFICATION:** This Agreement is subject to discretionary approval by the Board of Education of the District. This Agreement shall not be effective against the District until such time that Board of Education ratifies this Agreement.

32. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous agreements, oral or written, with respect to the subject matter hereof. This Agreement may not be amended, modified, revised or supplemented in any way, except in a writing signed by Contractor and District.

[signatures on next page]


AGREED TO AND ACCEPTED:

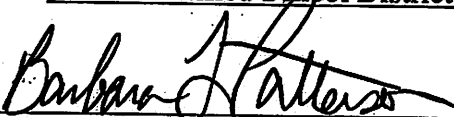
Contractor:

District:

Russell Fleming Construction

Rocklin Unified School District

By: 
Official Authorized Signature

By: 
Official Authorized Signature

RUSSELL FLEMING
Printed Name

Printed Name

Its: OWNER
Title

Its: _____
Title

4/8/16
Date

Date

License Number: 626121

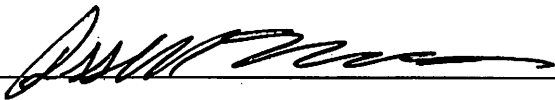
Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826. (Business and Professions Code section 7030.)

WORKERS COMPENSATION CERTIFICATE

(AS REQUIRED BY SECTION 1861 OF THE CALIFORNIA LABOR CODE)

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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.

CONTRACTOR: _____

By:  _____

Title: owner _____

**CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102**

To the Governing Board of Rocklin Unified School District:

I, RUSSELL FLEMING (owner) (Name of Contractor) certify that:

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Sections 1192.7 and 667.5 and this determination was made by a fingerprint check through the Department of Justice.
4. As further required by Education Code Section 45125.1 attached to this certification is a list of the names of the employees of the undersigned who may come in contact with pupils.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Rocklin CA, California on 3/8/16
Date


(Signature)

RUSSELL FLEMING
(Typed or printed name)

OWNER
(Title)

16530 Appleton RD
(Address)

530 8781156
(Telephone)

Exhibit A

PROPOSAL

RUSSELL FLEMING CONSTRUCTION
 16530 APPELEGATE ROAD
 APPELEGATE, CA 95703
 PHONE: (916) 712-7072 FAX: (530) 878-1156
 LIC. 626121

Proposal No. 5
 Date: 4-6-2016

Proposal Submitted To		Work To Be Performed At	
Name: R.U.S.D.		Name: Rocklin High School	
Street:		Street:	
City: Rocklin	State: CA Zip:	City:	State: CA Zip:
Telephone Number:	Fax Number:		

We hereby propose to furnish the materials and perform the labor necessary for the completion of:
 Installing equipment in High School Theater as shown on March 11, 2016 with Mr. Steward and Bill Pitzner.

Price includes: 1. Misc. hardware and race way
 2. Labor

*****ANY ROCK OR SOIL THAT CANNOT BE EXCAVATED BY TRACTOR OR BACKHOE, OR TRENCHED AROUND, WILL BE HAMMERED OUT AT ADDITIONAL COST PER HOUR PLUS COST OF ANY ADDITIONAL EQUIPMENT.*****

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

One thousand five hundred and no cents Dollars (\$1,500.00)

With payment to be as follows:
 Upon Completion

Any alteration or deviation from above specifications involving
 Extra cost will be executed only upon written order, and will become
 An extra charge over and above the estimate. All agreement contingent
 Upon strikes, accidents, or delays beyond our control.

Respectfully submitted Fleming Construction
 Per Russell Fleming

Note: This proposal may be withdrawn
 By us if not accepted within 30 days

**** Contractors are required by law to be licensed and regulated by the Contractor's State License Board which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the Registrar, Contractors' State License Board, P.O. Box 26000 Sacramento, California 95826. ****

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work, as specified payments will be made as outlined above. Owner has the right to cancel this proposal prior to the start of the project.

Signature _____
 Signature _____

Date: _____
 Date: _____

PROPOSAL

RUSSELL FLEMING CONSTRUCTION
16530 APPLGATE ROAD
APPLEGATE, CA 95703
PHONE: (916) 712-7072 FAX: (530) 878-1156
LIC. 626121

Proposal No. 4
Date: 4-6-2016

Proposal Submitted To		Work To Be Performed At	
MIKE FURY			
Name: R.U.S.D.		Name: Rocklin High School	
Street:		Street:	
City: Rocklin	State: CA Zip:	City:	State: CA Zip
Telephone Number:	Fax Number:		

We hereby propose to furnish the materials and perform the labor necessary for the completion of:
Installing equipment in High School Library as shown on March 11, 2016 with Mr. Steward and Bill Pitzner.

- Price includes:
1. Misc. hardware and race way
 2. Labor

Prices are all based on the use of district supplied scissor lift

*****ANY ROCK OR SOIL THAT CANNOT BE EXCAVATED BY TRACTOR OR BACKHOE, OR TRENCHED AROUND, WILL BE HAMMERED OUT AT ADDITIONAL COST PER HOUR PLUS COST OF ANY ADDITIONAL EQUIPMENT.*****

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

One thousand eight hundred and no cents Dollars (\$1,800.00)

With payment to be as follows:
Upon Completion

Any alteration or deviation from above specifications involving
Extra cost will be executed only upon written order, and will become
An extra charge over and above the estimate. All agreement contingent
Upon strikes, accidents, or delays beyond our control.

Respectfully submitted Fleming Construction
Per Russell Fleming

Note: This proposal may be withdrawn
By us if not accepted within 30 days

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ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work, as specified payments will be made as outlined above. Owner has the right to cancel this proposal prior to the start of the project.

Signature _____
Signature _____

Date: _____
Date: _____

PROPOSAL

RUSSELL FLEMING CONSTRUCTION
16530 APPLGATE ROAD
APPLGATE, CA 95703
PHONE: (916) 712-7072 FAX: (530) 878-1156
LIC. 626121

Proposal No. 1
Date: 4-6-2016

Proposal Submitted To MIKE FURY

Work To Be Performed At

Name: R.U.S.D.

Name: Rocklin High School

Street:

Street:

City: Rocklin

State: CA Zip:

City:

State: CA Zip

Telephone Number:

Fax Number:

We hereby propose to furnish the materials and perform the labor necessary for the completion of:
Installing equipment in High School Tech Lecture Hall as shown on March 11, 2016 with Mr. Steward and Bill Pitzner.

- Price includes:
- 1. Misc. hardware and race way
 - 2. Labor

*****ANY ROCK OR SOIL THAT CANNOT BE EXCAVATED BY TRACTOR OR BACKHOE, OR TRENCHED AROUND, WILL BE HAMMERED OUT AT ADDITIONAL COST PER HOUR PLUS COST OF ANY ADDITIONAL EQUIPMENT.*****

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Two thousand and no cents Dollars (\$2,000.00)

With payment to be as follows:
Upon Completion

Any alteration or deviation from above specifications involving
Extra cost will be executed only upon written order, and will become
An extra charge over and above the estimate. All agreement contingent
Upon strikes, accidents, or delays beyond our control.

Respectfully submitted Fleming Construction
Per Russell Fleming

Note: This proposal may be withdrawn
By us if not accepted within 30 days

**** Contractors are required by law to be licensed and regulated by the Contractor's State License Board which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the Registrar, Contractors' State License Board, P.O. Box 26000 Sacramento, California 95826. ****

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work, as specified payments will be made as outlined above. Owner has the right to cancel this proposal prior to the start of the project.

Signature _____
Signature _____

Date: _____
Date: _____

PROPOSAL

RUSSELL FLEMING CONSTRUCTION
16530 APPLGATE ROAD
APPLGATE, CA 95703
PHONE: (916) 712-7072 FAX: (530) 878-1156
LIC. 626121

Proposal No. 2
 Date: 4-6-2016

Proposal Submitted To MIKE FURY		Work To Be Performed At	
Name: R.U.S.D.		Name: Rocklin High School	
Street:		Street:	
City: Rocklin	State: CA Zip:	City:	State: CA Zip
Telephone Number:	Fax Number:		

We hereby propose to furnish the materials and perform the labor necessary for the completion of:
 Installing projector system in High School Large Gym as shown on March 11, 2016 with Mr. Steward and Bill Pitzner.

- Price includes:
1. Misc. hardware and race way
 2. Labor
- Additional costs
1. Electrical installation for projector \$800.00
 2. Install new Screen \$800.00, if needed

Prices are all based on the use of district supplied scissor lift

*****ANY ROCK OR SOIL THAT CANNOT BE EXCAVATED BY TRACTOR OR BACKHOE, OR TRENCHED AROUND, WILL BE HAMMERED OUT AT ADDITIONAL COST PER HOUR PLUS COST OF ANY ADDITIONAL EQUIPMENT.*****

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Two thousand and no cents	Dollars (\$1,650.00)
Additional costs	
Electrical installation	Dollars (\$800.00)
New Screen installation	Dollars (\$800.00)
Total for all	Dollars (\$3,250.00)

With payment to be as follows:
 Upon Completion

Any alteration or deviation from above specifications involving
 Extra cost will be executed only upon written order, and will become
 An extra charge over and above the estimate. All agreement contingent
 Upon strikes, accidents, or delays beyond our control.

Respectfully submitted Fleming Construction
 Per Russell Fleming

Note: This proposal may be withdrawn
 By us if not accepted within 30 days

*** Contractors are required by law to be licensed and regulated by the Contractor's State License Board which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the Registrar, Contractors' State License Board, P.O. Box 26000 Sacramento, California 95826. ***

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work, as specified payments will be made as outlined above. Owner has the right to cancel this proposal prior to the start of the project.

Signature _____
 Signature _____

Date: _____
 Date: _____

PROPOSAL

RUSSELL FLEMING CONSTRUCTION
16530 APPLGATE ROAD
APPLGATE, CA 95703
PHONE: (916) 712-7072 FAX: (530) 878-1156
LIC. 626121

Proposal No. 3
Date: 4-6-2016

Proposal Submitted To		Work To Be Performed At	
Name: R.U.S.D.		Name: Rocklin High School	
Street:		Street:	
City: Rocklin	State: CA Zip:	City:	State: CA Zip
Telephone Number:	Fax Number:		

We hereby propose to furnish the materials and perform the labor necessary for the completion of:
Installing projector system in High School Small Gym as shown on March 11, 2016 with Mr. Steward and Bill Pitzner.

- Price includes:
1. Misc. hardware and race way
 2. Labor
 3. Install new screen
- Additional costs
1. Electrical installation for projector \$800.00

Prices are all based on the use of district supplied scissor lift

*****ANY ROCK OR SOIL THAT CANNOT BE EXCAVATED BY TRACTOR OR BACKHOE, OR TRENCHED AROUND, WILL BE HAMMERED OUT AT ADDITIONAL COST PER HOUR PLUS COST OF ANY ADDITIONAL EQUIPMENT.*****

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Two thousand and no cents	Dollars (\$2,000.00)
Additional costs	
Electrical installation	Dollars (\$800.00)
Total for all	Dollars (\$2,800.00)

With payment to be as follows:
Upon Completion

Any alteration or deviation from above specifications involving
Extra cost will be executed only upon written order, and will become
An extra charge over and above the estimate. All agreement contingent
Upon strikes, accidents, or delays beyond our control.

Respectfully submitted Fleming Construction
Per Russell Fleming

Note: This proposal may be withdrawn
By us if not accepted within 30 days

** Contractors are required by law to be licensed and regulated by the Contractor's State License Board which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the Registrar, Contractors' State License Board, P.O. Box 26000 Sacramento, California 95826. **

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work, as specified payments will be made as outlined above. Owner has the right to cancel this proposal prior to the start of the project.

Signature _____
Signature _____

Date: _____
Date: _____

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Contract for Prop 39 Energy Expenditure Plan Submission of Documents for Rocklin Academy, Rocklin Academy at Meyers and Rocklin Independent Charter Academy Schools.

DEPARTMENT: Office of the Senior Director, Facilities, Maintenance & Operations

Background:

The California Clean Energy Jobs Act (Prop. 39) changed the corporate income tax code and allocates projected revenue to California's General Fund and the Clean Energy Job Creation Fund for five fiscal years, beginning with fiscal year 2013-14. Under the initiative, roughly up to \$400 million annually is available for appropriation by the Legislature for eligible projects to improve energy efficiency and expand clean energy generation in schools.

Eligible local educational agencies (LEAs) — including county offices of education, school districts, charter schools and state special schools—can request funding by submitting an energy expenditure plan application to the California Energy Commission. For the first year, there is an option to receive part or all of a school's allocation for energy savings planning purposes. The Energy Commission approves plans and works with the California Department of Education, which subsequently distributes funds after plans have been approved.

Status:

Staff has been working with the Integral Group developing the District's Rocklin Academy, Rocklin Academy at Meyers and Rocklin Independent Charter Academy School's final application for submittal to the California Energy Commission.

Presenter:

Craig Rouse, Senior Director Facilities, Maintenance & Operations

Financial Impact:

Current year: \$4,100.00
Future years: N/A
Funding source: General Fund (01) Prop 39 California Clean Energy Jobs Act

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item

Packet Information:

Consultant Agreement included.

Recommendation:

Staff recommends approval of the contract for the Prop 39 expenditure plan submission of documents for Rocklin Academy, Rocklin Academy at Meyers and Rocklin Independent Charter Academy Schools, in the amount of \$4,100.00 with Integral Group.

ROCKLIN UNIFIED SCHOOL DISTRICT

Facilities, Maintenance and Operations
2615 Sierra Meadow Way Drive, Rocklin, CA 95677 916-630-3188

**INDEPENDENT CONSULTANT AGREEMENT.
For Professional Services**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 18th day of March, 2016 by and between the Rocklin Unified School District, 2615 Sierra Meadows Drive, Rocklin, California 95677 ("District") and Integral Group, 427 13th Street, Oakland, CA 94612 ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide the services as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of services will generally consist of the following:
 - 1.1 **Prop 39 Energy Expenditure Plan Submission of Documents.**
 - 1.2 The Services shall be performed on the following project(s) / site(s) ("Project"):

Rocklin Academy, Rocklin Academy at Meyers, Rocklin Independent Charter Academy
 - 1.3 The Consultant's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Consultant's Services at other site(s). The provisions of this Agreement shall apply to the Consultant's Services at each site, without regard to the status of the remaining component(s). Consultant shall invoice for each inspection and test separately and for each site separately and District shall compensate Consultant for each site separately based on the level and scope of Services completed for each site.
2. **Term.** The term of this Agreement shall be no longer than the period of construction of the Project, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant 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 Agreement
<u> X </u>	Workers' Compensation Certification
<u> </u>	Fingerprinting/Criminal Background Investigation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form

Consultant agrees to submit any other documentation as may be required pursuant to this Agreement applicable to the scope of services for the Project(s) listed herein.

4. **Compensation.** As full consideration for the satisfactory completion of the services required pursuant to this Agreement, District agrees to pay Consultant on an hourly basis and/or a per unit basis, as indicated in Exhibit "A" equal to an amount not to exceed **Four Thousand One Hundred (\$4,100.00)**. District shall pay Consultant according to the following terms and conditions:

4.1 Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant 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 Consultant shall prepare a separate invoice for each school site, if Consultant works at more than one site. The itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.

4.3 All payments to Consultant hereunder shall be issued pursuant to a processed and executed Purchase Order and comply with the following important instructions, as applicable, to the scope of services for the Project(s):

4.3.1 Accept no order as valid except on this form;

4.3.2 All labor, equipment and materials shall be in accordance with the latest Federal, State and Local codes, rules and regulations. Nothing in the purchase order is to be construed to permit work, furnish equipment or materials, not conforming to these laws;

4.3.3 NA. Transportation charges must be prepaid and shown on the invoice. If quoted FOB shipping point, enclose original receipted freight bill with invoice. Shipments are to be made to the "Ship Prepaid To" address of the Rocklin Unified School District address listed herein;

4.3.4 NA. A delivery slip must accompany each shipment;

4.3.5 NA. There must be a separate invoice for each order;

4.3.6 NA. Invoices for merchandise must be itemized, stating quantity, price and amounts of each item. Invoices for repairs must itemized as to material and time, and rate of labor.

4.3.7 **Invoice To:** Rocklin Unified School District, Attn: Accounting Department, 2615 Sierra Meadows Drive, Rocklin, CA 95677, (916) 630-3188.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:

5.1 Not applicable.

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. **NA. Labor Compliance Program.** The Consultant 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 related to the Project. This shall include, without limitation, coordination with the persons responsible for operation of the District's Labor Compliance Program. If the Consultant employs subcontractor(s), the Consultant shall ensure that its contract(s) with its subcontractor(s) include language notifying the subcontractor(s) of the District's Labor Compliance Program, if any.

8. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

8.1 Not applicable.

9. **Performance of Services.**

9.1 **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

9.2 **NA. Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

9.3 **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

9.4 New Project Approval. Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

10. Originality of Services. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

11. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

12. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

13. Termination.

13.1 Without Cause By District. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

13.2 Without Cause By Consultant. Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

13.3 With Cause By District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

13.3.1 material violation of this Agreement by the Consultant; or

13.3.2 any act by Consultant exposing the District to liability to others for personal injury or property damage; or

13.3.3 Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of the Service(s) pursuant to this Agreement, the Consultant shall immediately pay such excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fee, and/or cost. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

14. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, hold harmless and indemnify the District (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by Consultant's performance of this Agreement or breach of its terms.

15. Insurance.

15.1 The Consultant shall procure and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-, VI" in Best Insurance Rating Guide and admitted to transact insurance business in California.

15.1.1 **Commercial General Liability.** Commercial General Liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence;

15.1.2 **Automobile Liability Insurance.** Commercial Any Auto Automobile Liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence;

15.1.3 Professional Liability Insurance (Errors and Omissions). Professional Liability Insurance (Errors and Omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and

15.1.4 Workers' Compensation Insurance. Workers' Compensation Insurance as required by law.

Consultant's policy shall contain an endorsement naming the District as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the District at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage.

Consultant shall furnish the District with a certificate of insurance containing the endorsements required under this section, and the District shall have the right to inspect Consultant's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, Consultant shall immediately file with the District a certified copy of the required new or renewal policy and certificates for such policy.

Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.

15.2 Proof of Carriage of Insurance. The Consultant 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:

15.2.1 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."

15.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

15.2.3 An endorsement stating that the District and the State and their agents, Program Manager, 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 Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.

15.2.4 All policies except the Professional Liability Policy shall be written on an occurrence form.

16. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
17. **Compliance With Laws.** Consultant 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. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant 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 Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
18. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
19. **Employment With Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant 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 Agreement.
20. **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 Consultant 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 Consultant agrees to require like compliance by all its subcontractor(s).
21. **NA. Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.
22. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Consultant must submit, upon request by District, appropriate documentation to the

District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

23. **No Rights In Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

24.1 Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

24.2 Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

25. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, 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 Agreement for the services performed in connection with this Agreement.

26. **Ratification.** This Agreement shall not be effective against the District until such time that Board of Education ratifies this Agreement.

27. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

28. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:
Rocklin Unified School District
2615 Sierra Meadows Drive
Rocklin, CA 95677
ATTN: Senior Director Facilities, Maintenance
and Operations

Consultant:
Integral Group
427 13th Street
Oakland, CA 94612
ATTN:Lindsey Gaunt

Any notice personally given or sent by facsimile transmission 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. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

29. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
30. **California Law.** This Agreement 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 Agreement shall be maintained in the county in which the District's administrative offices are located.
31. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
32. **Severability.** If any term, condition or provision of this Agreement 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.
33. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
34. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
35. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
36. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
37. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

38. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
39. 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 Agreement on the date indicated below.

Dated: 4/8, 2016

Dated: 3-21, 2016

Rocklin Unified School District

(name of Contractor)

By: *Barbara Patterson*

By: *Neil Bulger*

Print Name: Barbara Patterson

Print Name: Neil Bulger

Print Title: Deputy Superintendent
Business Services

Print Title: Principal

Information regarding Consultant:

Consultant: Integral Group

License No.: _____

Address: 427 13th Street
Oakland, CA 94612

Telephone: 510-663-2070

Facsimile: 510-663-2080

E-Mail: hweitzer@integralgroup.com

Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation, State: California
 Limited Liability Company
 Other: _____

94-3391867

Employer Identification and/or Social Security Number

NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

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 Contract.

Date: 3/21/2016

Name of Consultant or Company: Integral Group

Signature: Neil Bulger

Print Name and Title: Neil Bulger, Principal

(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 Contract.)

Exhibit A

January 7, 2016

EMAIL: hweitze@integralgroup.com

PROPOSAL FOR RUSD CHARTER SCHOOL PROP 39 ENERGY EXPENDITURE PLANS

Bill Pruett
Rocklin Unified School District
2615 Sierra Meadows Drive
Rocklin, CA 95677
bp ruett@rocklin.k12.ca.us
916-630-3195

1. PROJECT UNDERSTANDING

This project involves assisting Rocklin Unified School District (RUSD) with Proposition 39 (Prop 39) Energy Expenditure Plan (EEP) creation and modifications for the following three charter schools.

- Rocklin Academy
 - Located at Ruhkala Elementary Campus at 6530 Turnstone Way, Rocklin, CA.
 - Integral Group previously submitted an EEP for this school. However, the Prop 39 allocations have increased by approximately \$93,000 and additional energy efficiency exterior lighting projects are planned.
 - This EEP needs to be revised to include the additional energy efficiency measures and resubmitted to the California Energy Commission (CEC).
- Rocklin Academy at Myers Street
 - Located at Rocklin Elementary Campus at 5025 Myers Street, Rocklin, CA.
 - Integral Group previously submitted an EEP for this school. However, the Prop 39 allocations have increased by approximately \$83,000 and additional energy efficiency gym lighting and exterior lighting projects are planned.
 - This EEP needs to be revised to include the additional energy efficiency measures and resubmitted to the CEC.
- Rocklin Independent Charter Academy (RICA)
 - Located at Victory High School Campus at 3250 Victory Lane, Rocklin, CA and Cobblestone Elementary Campus at 5740 Cobblestone Drive, Rocklin, CA.
 - No EEP has been submitted for this school. Prop 39 allocations are approximately \$101,000. RUSD plans to implement efficiency exterior lighting projects at this school.
 - A new EEP and supporting documentation needs to be created and submitted to the CEC.

2. SCOPE OF PROFESSIONAL SERVICES

2.1 PROP 39 ENERGY EXPENDITURE PLAN SUBMISSION DOCUMENTS

- Integral Group will complete required Proposition 39 Energy Expenditure Plan document submissions for Rocklin Academy, Rocklin Academy at Myers Street, and Rocklin Independent Charter Academy. RUSD will need to provide some information to complete the forms (e.g. LEA CDS Code, etc.).
- To revise the EEPs for Rocklin Academy and Rocklin Academy at Myers Street, Integral Group will assist RUSD to fill out required initial CEC paperwork and work with Rocklin's assigned CEC project manager to get the paperwork approved. The CEC project manager will then send link to download, revise, and submit the EEPs for approval.
- Integral Group will upload Prop 39 submission documentation to the California Energy Commission (CEC) Prop 39 website.
- Integral Group will respond to CEC reviewer questions.

Deliverables

- Energy Expenditure Plans and supporting documentation for Rocklin Academy, Rocklin Academy at Myers Street, and Rocklin Independent Academy.
 - Expenditure Plan General Form A
 - Expenditure Plan General Form B
 - Project Back-Up Documentation
 - Energy Savings Calculators (if applicable)
 - Energy Survey - Rocklin Independent Charter Academy.
- Upload Prop 39 submission documentation to the CEC.

3. FEES

Our fee to provide the above-described of consulting engineering services listed above will be charged on a **FIXED FEE** basis, billed monthly.

Prop 39 Energy Expenditure Plan Submission Documents\$4,100

4. TERMS AND EXCLUSIONS

4.1 ASSUMPTIONS

- RUSD will provide Integral Group with as-built building information (e.g. lighting data, energy use and billing data, etc.)
- RUSD will provide Integral Group with vendor costs for measures identified.
- RUSD will provide Integral Group with existing building and proposed measure information required to calculate energy savings and savings to investment ratio (SIR), e.g. lighting fixture and bulb counts, hours of operation, etc.
- No site visits by Integral Group will be needed to perform the tasks in Section 2.

4.2 EXCLUDED SERVICES

The following services are not included in the fee amount indicated above and will be charged on an hourly basis at our pre-set hourly charges:

1. Any services not listed in Section 2.

4.3 REIMBURSABLE EXPENSES

Reimbursable expenses such as gas mileage, copying, plotting, printing and courier charges, etc. required for the project are included in this fee. We will charge for these expenses at our cost plus 10%.

5. PROPOSAL/BILLING CONFIRMATION

To confirm acceptance/approval of this proposal, please sign and return by email.

Accepted by:

Company: _____

If this project will be billed to a different client, enter billing information below.

Signature _____

Company Name: _____

Date _____

Address: _____

Job or PO Number (if required): _____

Contact Name: _____

Phone (/Fax): _____

Email: _____

ROCKLIN UNIFIED SCHOOL DISTRICT
BOARD AGENDA BRIEFING

SUBJECT: Approve 2015-16 Career Technical Education (CTE) Advisory Committee

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

Career Technical Education is comprised of at least one program of study that involves a multiyear sequence of courses that integrates core academic knowledge with technical and occupational knowledge to provide students with a pathway to postsecondary education and careers.

Education Code Section 8070 requires the governing board of each school district participating in a career technical education program to appoint a career technical education advisory committee to develop recommendations on the program and to provide liaison between the district and potential employers. The committee shall consist of one or more representatives of the general public knowledgeable about the disadvantaged, students, teachers, business, industry, school administration, and the field office of the Department of Employment Development. This committee meets annually. To better represent the community, two new members have been added; Sabrina Nottingham and Karrina Tremblay (Rocklin High School students).

Status:

Staff requests that the Board approve the 2015-16 CTE Advisory Committee roster.

Presenter(s):

Kathy Pon, Ed. D., Deputy Superintendent, Educational Services

Financial Impact:

Current year: N/A

Future Year: N/A

Funding Source: N/A

Material/Films:

None

Other People Who Might Be Present:

Jordan White, Coordinator of State and Federal Programs

Allotment of Time:

Check one of the following: Consent Calendar [] Action Item [] Information Item

Packet Information Item:

2015-16 CTE Advisory Committee Membership List

Recommendation:

Staff recommends Board approval of 2015-16 CTE Advisory Committee.

Rocklin Unified School District 2015-16
Career Technical Education Plan (CTE) - - Committee Members

Rocklin Unified Reps

Business/Industry Reps

Jordan White
Coordinator State & Federal
Programs

Marty Flowers
Director of Secondary
Programs
and School Leadership

Craig Rouse
Senior Director, of Facilities and
Operations

Debra Hawkins
Principal, Whitney High School

Davis Stewart
Principal, Rocklin High School

Jill Meshwert
Assistant Principal, Rocklin
High School

Eleanor Matulich
District WEE Coordinator
Rocklin & Whitney High
Schools

Dan Frank
RHS, Teacher
Engineering Support and Tech

Kirsten Gideon-Parker
WHS Teacher
Graphics & Webmaster

RUSD Student Reps
Sabrina Nottingham
Karrina Tremblay

Sheryl Ryder
PCOE, Executive Director 49er ROP,
Auburn, CA 95603
530-889-5964,
sryder@placercocoe.k12.ca.us

Paula Stephan
PCOE, Coordinator III 49er ROP,
Auburn, CA 95603
530-745-1390,
pstephan@placercocoe.k12.ca.us

Sarah Damerow
Golden Sierra, CA EDD
(916) 746-7722 x108,
Damerow@goldensierra.com

Lisa and Randy Peters
Business/Industry Rep
Restaurant /Catering Owners- Rocklin
916-726-2339,
lisa@randypeterscatering.com

Phil Pattengale
Engineering Professor, Sierra College
916-660-7993,
ppattengale@sierracollege.edu

Connie Raynor
Tech Prep Coordinator, Sierra College
916- 660-7484,
craynor@sierracollege.edu

Rachelle Smith
College Career Advisor, Sierra College
530—320-6347, rsmithcel@gmail.com

Liz Honeycutt
Community Outreach Coordinator,
SRMC/SAFH, Sutter Health
916-781-1215,
HoneycL@sutterhealth.org

Tim Gillespie
Dir of Teacher Ed, William Jessup
Univ
916-577-2279, tgillespie@jessup.edu

Chuck Sproat
Employ Manager, Thunder Valley
916-408-7777,
Chuck.sproat@thundervalleyresort.com

Bonnie Gore
Public Affairs, Kaiser Hospital
916-474-2019,
Bonnie.m.gore@kp.org

Claire Stroope
Oracle, Senior Mgr, Americas
916-315-5331,
Claire.stroope@oracle.com

Dr. Suresh Vadhva
Sac State, Dean of Engineering
916-278-6127, vadhva@ecs.csus.edu

Dr. Leo Liu
UC Davis, Dept of Mechanical
Engineering
lxgliu@ucdavis.edu

Omeed Momeni
UC Davis
omomeni@ucdavis.edu

Jeff Briggs
Chair Elect SME
Sacramento Valley Professional
Chapter (C145)
916-316-8100
Jeff.briggs@sacvalleysme.org

Philip Fontes
Academic Liaison
Sacramento Valley Professional
Chapter (C145)
530-906-5074
Philip.fontes@sacvalleysme.org

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Quarterly Report on Williams Uniform Complaints

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

Williams v. State of California was a statewide class action lawsuit about California's duty to provide every public school student with instructional materials, safe and decent school facilities, and qualified teachers. After four years of litigation, the parties in the case reached a Settlement Agreement on August 13, 2004. The Settlement Agreement provided for a package of legislative proposals designed to ensure that all students will have books in specified subjects and that their schools will be clean and in safe condition. In 2007, the legislature amended Education Code 35186 to authorize the use of the Williams complaint procedure for deficiencies related to the provision of intensive instruction and services to students who have not passed one or both parts of the high school exit examination after the completion of grade 12.

Status:

One component of the Williams Settlement Legislation requires each district's designee to submit a quarterly report to the County Superintendent and the Governing Board on the nature and resolution of complaints addressing insufficient instructional materials, teacher vacancies and misassignments, and emergency or urgent facilities issues. Contents of the report must be reported publicly at a governing board meeting.

Presenter(s):

Kathleen Pon, Deputy Superintendent, Educational Services

Financial Impact:

Current year: N/A
Future years: N/A
Funding source: N/A

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item

Packet Information:

Quarterly Report on Williams Uniform Complaints

Recommendation:

Staff recommends approval of the Quarterly Report on Williams Uniform Complaints, for the quarter ending March 31, 2016.

Quarterly Report on Williams Uniform Complaints
[Education Code § 35186(d)(e)]

District: Rocklin Unified

Person completing this form: Leta Momet

Title: Administrative Assistant

- Quarterly Report Submission Date: (Check one)
- April *Due: April 30th*
 - July *Due: July 31st*
 - October *Due: October 31st*
 - January *Due: January 31st*


Date quarterly report was or will be reported publicly at a regularly scheduled board meeting: 4/20/16

- No complaints were filed with any school in the district or with a district official during the quarter indicated above.
- Complaints were filed with a school(s) in the district or with a district official 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	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
CAHSEE Intensive Instruction & Services	0		
TOTALS	0		

Roger Stock

Print Name of District Superintendent


Signature of District Superintendent

4/8/16
Date

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Comprehensive School Safety Plans for the 2016-17 School Year

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

On an annual basis, each School Site Council (SSC) is required to approve the school's Comprehensive School Safety Plan (CSSP). California *Education Code* Section 32286 requires each school site to review and update its school safety plan by March 1 of each year and be approved by its SSC. These plans include, but are not limited to procedures regarding crime prevention, safety, child abuse reporting procedures, disaster preparedness, emergency shelters, discrimination, harassment, intimidation, bullying, hate crimes, and toxic substances.

Status:

Comprehensive School Safety Plans have been updated for the 2016-17 school year district-wide. Each of the plans have been approved by their respective School Site Councils.

Presenter(s):

Marty Flowers, Director Secondary Programs and School Leadership
Karen Huffines, Director of Elementary Programs and School Leadership

Financial Impact:

Current year: N/A
Future years: N/A
Funding source: N/A

Materials/Films:

None

Other People Who Might Be Present:

Jordan White, Coordinator of State & Federal Programs

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item

Packet Information:

Complete copies of the Comprehensive School Safety Plans are available for review by contacting the Rocklin Unified School District Office at (916) 630-2230. A public copy will also be available for review at the Board of Trustees meeting.

Recommendation:

Staff recommends approval of the Comprehensive School Safety Plans for the 2016-17 school year.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Agreement and Stipulation for Expulsion

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

When a pupil violates section(s) of the California Education Code, Rocklin Unified School District Board Policy and/or Administrative Regulation, site administration may decide to recommend the pupil for expulsion from the Rocklin Unified School District (based on recommended or mandatory infractions).

Status:

Site administration recommended and the District has concurred that sufficient evidence exists to expel Student 042016-01 from the Rocklin Unified School District. All parties have signed the *Agreement and Stipulation for Expulsion* certifying that they have been made fully aware of their rights afforded by law and have freely executed the Agreement.

Presenter(s):

Martin Flowers, Director of Secondary Programs and School Leadership

Financial Impact:

Current year: N/A
Future years: N/A
Funding source: N/A

Materials/Films:

None

Other People Who Might Be Present:

Kathleen Pon, Ed. D., Deputy Superintendent, Educational Services

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item

Packet Information:

Confidential student expulsion packets for the Board of Trustees.

Recommendation:

Staff recommends approval of the Agreement and Stipulation for Expulsion for Student 042016-01.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Appoint Principal of Whitney High School

DEPARTMENT: Office of the Assistant Superintendent, Human Resources

Background:

Debra Hawkins, Principal of Whitney High School, has submitted a letter of retirement. A thorough search has been completed to fill this position. Thirty-nine (39) candidates applied for the position of High School Principal and seven (7) candidates were interviewed by two panels on Thursday, April 7, 2016. One (1) final candidate was interviewed by Cabinet on Friday, April 8, 2016. A school site validation visit was conducted at the final candidate's school on Wednesday, April 13.

Status:

Staff has identified and is prepared to present a candidate for appointment as the new Principal at Whitney High School.

Presenter:

Colleen Slattery, Assistant Superintendent, Human Resources

Financial Impact:

Current year: N/A
Future years: N/A
Funding source: N/A

Materials/Films:

None

Other People Who Might Present:

None

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item

Packet Information:

None

Recommendation:

Staff recommends appointment of the new Principal at Whitney High School effective July 1, 2016.

ROCKLIN UNIFIED SCHOOL DISTRICT
BOARD AGENDA BRIEFING

Item 12.2
ACTION
April 20, 2016

SUBJECT: Approve the following Board Policies (BP) and Administrative Regulations (AR):
Revised AR 5111.1 District Residency
Revised AR 5111.12 Residency Based on Parent/Guardian Employment
Revised BP 5116.1 and AR 5116.1 Intradistrict Open Enrollment
Revised BP 5117 and AR 5117 Interdistrict Attendance

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

Detailed information about Inter/Intradistrict enrollment and related re-directs has been gathered and shared in previous Board meetings. This presentation reflects final policy language that clarifies procedures about Open Enrollment for residents seeking Intradistrict Attendance Permits, and for families residing outside of Rocklin Unified School District who wish to obtain Interdistrict Attendance Permits.

Status:

The attached six policies contain modifications, as directed by Trustees, which clarify enrollment options and a process for obtaining Interdistrict and Intradistrict Attendance Permits that meet the diverse needs of our school community. These allow the Board to establish a list of schools each spring that are open for Inter/Intradistrict enrollment, as space permits. The policies also define the priority of students who will be allowed to enroll in schools that are declared impacted.

In addition to final policy changes, a recommendation will be made to declare Sunset Ranch as impacted for 2016-2017, and closed for Open Enrollment.

Presenter(s):

Kathy Pon, Deputy Superintendent, Educational Services

Financial Impact:

Current year: N/A
Future years: N/A
Funding source: N/A

Materials/Films:

None

Other People Who Might Be Present:

Barbara Patterson, Deputy Superintendent, Business Services
Karen Huffines, Director, Elementary Programs and School Leadership
Martin Flowers, Director, Secondary Programs and School Leadership

Allotment of Time:

Check one of the following: [] Consent Calendar [X] Action Item [] Information Item

Packet Information:

Presentation: Final Inter/Intradistrict Policy Recommendations
Revised AR 5111.1 District Residency
Revised AR 5111.12 Residency Based on Parent/Guardian Employment
Revised BP 5116.1 and AR 5116.1 Intradistrict Open Enrollment
Revised BP 5117 and AR 5117 Interdistrict Attendance

Recommendation:

Staff recommends approval of revisions to AR 5111.1 District Residency, AR 5111.12 Residency Based on Parent/Guardian Employment, BP 5116.1 and AR 5116.1 Intradistrict Open Enrollment, and BP 5117 and AR 5117 Interdistrict Attendance and approval of the recommendation to declare Sunset Ranch impacted for the 2016-2017 school year.

Final Inter/Intradistrict Policy Recommendations

Rocklin Unified School District
Board of Trustees Meeting
April 20, 2016

Kathleen Pon, Ed. D., Deputy Superintendent,
Educational Services



Educational Excellence

Overview of Presentation

- Recommend the Board approve a declaration that Sunset Ranch is an impacted school site and closed for enrollment to Intra/Interdistrict Attendance Permits, pending “grandfathered” residents
- Present final revisions to policy language for Inter/Intradistrict Attendance Permit requests.
- Share residency verification process at Sunset Ranch

Criteria for Impacted Sites

- Criteria for a school to be declared “impacted*” will be established. This criteria is, in the order of priority:
 - enrollment (based on class size cap)
 - facility constraints
 - funding levels
 - program capacity

- Beginning in the 2016-2017 school year, District staff will bring to the Board a list of impacted schools to approve no later than March 15th each year. This triggers:
 - Spaces will only be available to residents of that school or students who have achieved residency over the years, as per Board policy.
 - Students currently on Intradistrict Attendance Permits will not achieve residency status and will return to their schools of residence.
 - Students on Interdistrict Attendance Permits who are not children of teaching staff at that site will be advised to enroll at another site.

Procedural Changes for Sunset Ranch as a 2016-2017 Impacted School

- Enrollment will be closed to all new Inter/Intradistrict students.
- Students on Intradistrict Attendance Permits in 2015-2016 have been “grandfathered in” as residents, as per Board direction, and will remain residents at the site through 6th grade.
- Students on Interdistrict Attendance Permits who have claimed residency based on parent/guardian employment within the District boundaries, including students of RUSD employees who do not work at that site, have also been “grandfathered in” and will remain residents at the site.
- Siblings of existing students grandfathered into residency are not guaranteed a place at the site.
- Priority for enrollment will be given to students who have proof of a residence in that attendance area and students of RUSD employees who work at that site.

Policy Language Clean-up

- ▣ **AR 5111.1 Administrative Regulation on District Residency** – *Language clarifies that proof of employment is to be provided on an annual basis.*
- ▣ **AR 5111.12 Administrative Regulation on Residency Based on Parent/Guardian Employment** – *Language clarifies enrollment in the District does not guarantee school of choice and requires annual application. Also defines and clarifies employees of Rocklin Unified, and which employees have priority for enrollment at impacted sites.*
- ▣ **BP 5117 Interdistrict Attendance** – *Language specifies that approval of Interdistrict Attendance Permit doesn't guarantee attendance at a particular school, and the District's right to establish priorities at impacted schools.*

Policy Language Clean-up

- ▣ **AR 5117 Interdistrict Attendance** – *Language added that refers to the residency policy based on parent/guardian employment, and clarifies that if a school is impacted, other alternatives will be offered.*
- ▣ **BP 5116.1 Intradistrict Open Enrollment** – *Language specifies the District’s process for identifying schools open for Intradistrict enrollment, and how permits to these schools are made available, based on space availability and other District criteria.*
- ▣ **AR 5116.1 Intradistrict Open Enrollment** – *Language clarifies that students in their first year attending through an Intradistrict Attendance Permit will not be granted “residency” if a school is declared to be impacted.*

Sunset Ranch Residency Audit

An *Annual Residence Verification Form* was sent to families and a process calendared for this task:

- ▣ April 11-15 - Verify received paperwork.
- ▣ April 18-22 - Contact parents who have not yet turned in their paperwork.
- ▣ April 25-29 - Prepare letters to send to parents who still have not turned in paperwork.

Note: The District has authorized an additional 15 hours of clerical time to support this work.

Administrative Regulation

District Residency

AR 5111.1

Students

Cautionary Notice 2010-13: AB 1610 (Ch. 724, Statutes of 2010) amended Education Code 37252.2 to relieve districts from the obligation, until July 1, 2013, to perform any activities that are deemed to be reimbursable state mandates under that section. As a result, certain provisions of the following policy or administrative regulation that reflect those requirements may be suspended.

Criteria for Residency

A student shall be deemed to have complied with district residency requirements if he/she meets any of the following criteria:

1. The student's parent/guardian resides within district boundaries. (Education Code 48200)

(cf. 5111.13 - Residency for Homeless Children)

(cf. 6173 - Education for Homeless Children)

2. The student is placed within district boundaries in a regularly established licensed children's institution, a licensed foster home, or a family home pursuant to a court-ordered commitment or placement. (Education Code 48204)

(cf. 6173.1 - Education for Foster Youth)

3. The student has been admitted through the district's ~~I~~nterdistrict ~~A~~ttendance-~~Permit~~program. (Education Code 48204)

(cf. 5117 - Interdistrict Attendance)

4. The student is an emancipated minor residing within district boundaries. (Education Code 48204)

5. The student lives with a caregiving adult within district boundaries. (Education Code 48204)

6. The student resides in a state hospital located within district boundaries. (Education Code 48204)

7. The student is confined to a hospital or other residential health facility within district boundaries for treatment of a temporary disability. (Education Code 48207)

(cf. 6183 - Home and Hospital Instruction)

In addition, district residency status may be granted on an annual basis to a student whose parent/guardian is employed within district boundaries. The parent/guardian must provide written evidence of his/her place of employment to verify residency status.

(cf. 5111.12 - Residency Based on Parent/Guardian Employment)

District residency is not required for enrollment in a regional occupational center or program if there are openings in the program or class. (Education Code 52317)

The Superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance.

(cf. 5145.6 - Parental Notifications)

Proof of Residency

Prior to admission in district schools, students shall provide proof of residency.

(cf. 5111 - Admission)

The Superintendent or designee shall annually verify the student's residency and retain a copy of the document or written statement offered as verification in the student's mandatory permanent record. (5 CCR 432)

Upon enrollment of a student residing in the home of a caregiving adult within district boundaries, the caregiving adult shall execute, under penalty of perjury, the affidavit specified in Family Code 6552.

(cf. 5141 - Health Care and Emergencies)

Reasonable evidence of residency may be established by documentation including, but not limited to, any of the following:

1. Property tax payment receipts
2. Rent payment receipts
3. Utility service payment receipts
4. Declaration of residency executed by the student's parent/guardian
5. Evidence of parent/guardian employment from an employer listing an address within the

district boundaries for a minimum of 10 hours a week,

If any district employee reasonably believes that the parent/guardian of a student has provided false or unreliable evidence of residency, the Superintendent or designee shall make reasonable efforts to determine that the student meets legal residency requirements.

Safe at Home Program

When a student or parent/guardian participating in the Safe at Home program requests that the district use the substitute address designated by the Secretary of State, the Superintendent or designee may request the actual residence address for the purpose of establishing residency within district boundaries. The Superintendent or designee shall not include the actual address in the student's file or any other public record and shall instead use the substitute address for all future communications and correspondence. (Government Code 6206, 6207)

(cf. 3580 - District Records)

(cf. 5125 - Student Records)

Denial or Revocation of Enrollment

If the Superintendent or designee, upon investigation, determines that a student's enrollment or attempted enrollment is based on false evidence of residency, he/she shall revoke the student's enrollment. Before any such revocation, the parent/guardian shall be sent written notice of the facts leading to the decision. This notice shall state the parent/guardian's right, within 10 school days, to schedule a meeting with the ~~Deputy Superintendent~~ Deputy Superintendent or designee to inspect supporting documents, rebut district evidence, question any district witnesses, and present oral and/or documentary evidence, including witnesses, on the student's behalf. For good cause, the ~~Deputy Superintendent~~ Deputy Superintendent or designee may extend the meeting date for an additional 10 days to permit the parent/guardian to obtain required documentation.

If the parent/guardian fails to schedule the above meeting, the student's enrollment shall be revoked 11 school days after the date of the notice.

If the above meeting is held, the ~~Deputy Superintendent~~ Deputy Superintendent or designee shall prepare a written decision describing his/her findings. If the ~~Deputy Superintendent~~ Deputy Superintendent or designee's decision is upheld, the parent/guardian shall be informed of his/her right to appeal to the Board of Trustees within 10 days.

A parent/guardian who appeals to the Board shall have the right to have a representative present and to rebut district evidence, question any district witnesses, and present oral and/or documentary evidence, including witnesses, on the student's behalf. Except in cases where good cause is shown, the Board shall not reopen the record to consider evidence or argument which was not presented to the ~~Deputy Superintendent~~ Deputy Superintendent or designee. The student may continue to attend school during the period of the appeal.

The Board's decision shall be final.

Legal Reference:

EDUCATION CODE

35351 Assignment of students to particular schools

48050-48054 Nonresidents

48200-48208 Persons included (compulsory education law)

48980 Notifications at beginning of term

52317 ROP, admission of persons including nonresidents to attendance area

FAMILY CODE

6550-6552 Caregivers

GOVERNMENT CODE

6205-6210 Confidentiality of addresses for victims of domestic violence, sexual assault or stalking

CODE OF REGULATIONS, TITLE 5

432 Varieties of student records

UNCODIFIED STATUTES

AB 687, Ch. 309, Statutes of 1995

COURT DECISIONS

Katz v. Los Gatos-Saratoga Joint Union High School District, (2004) 117 Cal.App.4th 47

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

0303.95 Verification of residency, LO: 1-95

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

California Secretary of State, Safe at Home Program: <http://www.ss.ca.gov/safeathome>

Regulation ROCKLIN UNIFIED SCHOOL DISTRICT

Approved: May 16, 2007 Rocklin, California

Revised: April 20, 2016

Administrative Regulation

Residency Based on Parent/Guardian Employment

AR 5111.12
Students

Applications for Admission into District Schools

For purposes of determining eligibility for enrollment in a district school, district residency status may be granted to a student if at least one of his/her parents/guardians is physically employed within district boundaries for a minimum of 10 hours during the school week. (Education Code 48204)

(cf. 5111 - Admission)
(cf. 5111.1 - District Residency)

Approval of residency status and enrollment in the district does not guarantee placement at a school of choice.

When applying for admission, the parent/guardian shall submit proof of the employment to the Superintendent or designee. This evidence may include, but not be limited to, a paycheck stub or letter from his/her employer listing an actual address within district boundaries. Documentation listing only a post office box as an address shall not be accepted.

Such evidence shall also indicate the number of hours per school week that the parent/guardian is employed at that location.

Children of employees of Rocklin Unified School District (RUSD) who live outside district boundaries are granted district residency. Employees of RUSD are defined as any person in the service of RUSD who is under any appointment or contract of hire. This includes those individuals employed in regular positions, full or part time, and does not include individuals hired as substitutes, school playground or after school recreation aides, stipend or other short term positions.

An employee who requests the site where he or she works will be given priority for enrollment. An employee who requests an alternate site in the district will not be guaranteed enrollment at a particular school, if it is declared impacted. Employees who are hired to work at an impacted school after it has been declared impacted will not be guaranteed enrollment at that site.

The Superintendent or designee may deny enrollment based on parent/guardian employment if any of the following circumstances exists:

1. The additional cost of educating the student would exceed the amount of additional state aid received as a result of the transfer. (Education Code 48204)

2. Enrollment of the student would adversely affect the district's court-ordered or voluntary desegregation plan. (Education Code 48204)

3. The school facilities are overcrowded at the relevant grade level:

4. Other circumstances exist that are not arbitrary. (Education Code 48204)

5. Falsification of proof of parent guardian employment documents

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Students enrolled in the district on the basis of parent/guardian employment shall ~~not be required to~~ reapply for enrollment annually in order to determine the student's continuing eligibility for enrollment in subsequent school years. Such students may continue to attend school in the district through the highest grade offered by the district, if the parent/guardian so chooses and if at least one of the student's parents/guardians continues to be physically employed within district boundaries, subject to the restrictions specified in items #1-~~5~~4 above.

~~The Superintendent or designee shall annually request the student's parent/guardian to provide evidence of the employment in order to determine the student's continuing eligibility for enrollment.~~

Request for Transfers out of District Schools

When a student requests a transfer out of the district on the grounds that his/her parent/guardian is employed within the boundaries of another district, the Superintendent or designee may disallow the transfer for the following reason: (Education Code 48204)

The difference between the number of students entering and exiting the district on the basis of parent/guardian employment

Whenever a student's application for a transfer into or out of the district is denied, the Superintendent or designee shall notify the parent/guardian in writing, including specific reasons for the denial.

(cf. 9324 - Minutes and Recordings)

Legal Reference:

EDUCATION CODE

46601 Failure to approve interdistrict attendance

46607 ADA calculation for residency based on parent employment

48200-48284 Compulsory education law, especially:

48204 Residency based on parent/guardian employment

ATTORNEY GENERAL OPINIONS
84 Ops.Cal.Atty.Gen. 198 (2001)

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Regulation ROCKLIN UNIFIED SCHOOL DISTRICT

Approved: July 16, 2015 Rocklin, California

Revised: April 20, 2016

Board Policy

Intradistrict Open Enrollment

BP 5116.1
Students

The Board of Trustees desires to provide enrollment options that meet the diverse needs, potential, and interests of district students and shall annually review enrollment options. The Board shall annually review this policy.

The parents/guardians of any student who reside within district boundaries may apply to enroll their child in any district school, regardless of the location of residence within the district, except that the district shall retain the authority to maintain appropriate racial and ethnic balances among its respective schools at the district's discretion or as specified in applicable court-ordered or voluntary desegregation plans. The Superintendent or designee shall determine the capacity of the district school and establish a random, unbiased selection process for the admission of students from outside a school's attendance area ensuring that the process prohibits the evaluation of whether any student should be enrolled based upon his/her academic or athletic performance except that existing entrance criteria for specialized schools or programs may be used provided that the criteria are uniformly applied to all applicants. Academic performance may be used to determine eligibility for, or placement in, programs for gifted and talented students. (Education Code 35160.5) In accordance with law, no student currently residing within a school's attendance area shall be displaced by another student transferring from outside the attendance area.

Except as required by 20 USC 6316 for transfers out of Title I program improvement schools, it is the responsibility of the parent to provide transportation for their child(ren) granted an Intradistrict-Attendance Permit transfer.

By March 15th of each year, the district shall establish a list of schools that are open for Intradistrict enrollment. Intradistrict Attendance Permits Agreement Applications will be made available to parents at all K-12 school sites, based on space availability, and other district criteria.

Enrollment Priorities

1. If a district school receiving Title I funds is identified for program improvement, corrective action, or restructuring, all students enrolled in that school shall be provided an option to transfer to another district school or charter school. (20 USC 6316)

(cf. 0420.4 - Charter Schools)

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 6171 - Title I Programs)

2. If while on school grounds a student becomes the victim of a violent criminal offense, he/she shall be provided an option to transfer to another district school or charter school. (20 USC 7912)

3. If a student attends a school designated by the California Department of Education as "persistently dangerous," he/she shall be provided an option to transfer to another district school or charter school. (20 USC 7912; 5 CCR 11992)

(cf. 0450 - Comprehensive Safety Plan)

4. The Superintendent or designee may approve a student's transfer to a district school that is at capacity and otherwise closed to transfers upon finding that special circumstances exist that might be harmful or dangerous to the student in the current attendance area, including, but not limited to, threats of bodily harm or threats to the emotional stability of the student.

To grant priority under these circumstances, the Superintendent or designee must have received either: (Education Code 35160.5)

a. A written statement from a representative of an appropriate state or local agency, including, but not limited to a law enforcement official or social worker, or a properly licensed or registered professional, including, but not limited to, a psychiatrist, psychologist or marriage and family therapist.

b. A court order, including a temporary restraining order and injunction

Legal Reference:

EDUCATION CODE

200 Prohibition against discrimination

35160.5 District policies; rules and regulations

35291 Rules

35351 Assignment of students to particular schools

46600-46611 Interdistrict attendance agreements

48200 Compulsory attendance

48204 Residency requirements for school attendance

48300-48316 Student attendance alternatives, school district of choice program

48350-48361 Open Enrollment Act

48980 Notice at beginning of term

CODE OF REGULATIONS, TITLE 5

11992-11994 Definition of persistently dangerous schools

UNITED STATES CODE, TITLE 20

6316 Transfers from program improvement schools

7912 Transfers from persistently dangerous schools

CODE OF FEDERAL REGULATIONS, TITLE 34

200.36 Dissemination of information

- 200.37 Notice of program improvement status, option to transfer
- 200.39 Program improvement, transfer option
- 200.42 Corrective action, transfer option
- 200.43 Restructuring, transfer option
- 200.44 Public school choice, program improvement schools
- 200.48 Transportation funding for public school choice

COURT DECISIONS

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

ATTORNEY GENERAL OPINIONS

85 Ops.Cal.Atty.Gen. 95 (2002)

Management Resources:

U.S. DEPARTMENT OF EDUCATION NONREGULATORY GUIDANCE

Public School Choice, January 2009

Unsafe School Choice Option, May 2004

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Unsafe School Choice Option:

<http://www.cde.ca.gov/ls/ss/se/usco.asp>

U.S. Department of Education, No Child Left Behind: <http://www.nclb.gov>

Policy ROCKLIN UNIFIED SCHOOL DISTRICT

Approved: May 4, 2011 Rocklin, California

Revised: April 20, 2016

Administrative Regulation

Intradistrict Open Enrollment

AR 5116.1

Students

Procedure for Intradistrict Attendance ~~Permit Agreement~~ for K-6 School Students

1. A parent/guardian who requests that his/her child attend a school in another attendance area may submit an ~~intradistrict Attendance agreement permit~~ made available at all K-6 school sites.

Parents/guardians with a student who has been the victim of a violent crime on school grounds or who have a student at a "persistently dangerous" school shall provide written notification to the Superintendent or designee and shall rank-order their preferences from among all schools identified by the Superintendent or designee as eligible to receive transfer students. The Superintendent or designee may establish a reasonable timeline, not to exceed 10 school days, for the submission of parent/guardian requests.

2. The application process is to be initiated at the school of attendance. ~~Parent/guardians are expected to complete the regular enrollment procedure and necessary documentation at their school of attendance.~~ -The principal or designee will sign the application and send it to the school of request. If more applications are received at a particular school than space available, ~~applications will be selected on a case by case basis and by order of receipt a random drawing will be held~~ to determine who will be granted an ~~intradistrict Attendance Permit agreement~~. Every effort will be made to complete this process ~~prior to the start of the school year at least 15 days before the start of the school year.~~

Students who previously attended the school will be given the same priority as students residing in the attendance area of the school for open enrollment purposes, ~~after he/she has completed 85% of the school year at that site.~~ -Every effort will be made to accommodate additional family members, although there is no guarantee of this.

Intradistrict ~~Attendance Permits agreements~~ will become tentatively effective five days prior to the first day of school each school year to ensure that students residing in the attendance area have had an opportunity to enroll.

3. If space is available at the school the student is requesting to attend, the receiving principal will:

a. Approve the application. The initial ~~intradistrict Attendance Permit agreement~~ is in effect for the duration of the school year. ~~It must be renewed annually.~~

b. Register the student

- c. Send a copy of the application form to the school of residence
4. If space is not available at the school the student wishes to attend, the principal will:
 - a. Refer the parent/guardian back to the school of residence
 - b. Assist the parent/guardian to locate an alternate school
 - c. Refer the parent/guardian to the appropriate district administrator
5. An Intradistrict Attendance Permit agreement shall not imply any obligation on the part of the district to furnish transportation in any form. Transportation becomes the responsibility of the parent/guardian of the student.
6. The Intradistrict Attendance Permit agreement may be revoked when behavior, grades and/or attendance issues warrant a return to the school of attendance. This decision is the responsibility of the principal/designee and that decision is final.
7. After the first year on an approved Intradistrict Attendance-Permit agreement, the student will be given the same priority as a resident student for enrollment purposes, except in cases when the district declares that a school is impacted. If the student is just completing his/her first year at the school, he/she will not be granted residency. Should a school be declared impacted the following priorities for enrollment will go into effect:
 - a. Students residing within the attendance area of the school who are present within the first 10 days of the school year.
 - b. Students whose parents/guardians are an employee of RUSD working at that site at the time of declaration of impact.
 - c. Students whose parents/guardians are RUSD district employees on Interdistrict Attendance Permits who have been attending that site for over a year.
8. All questions regarding Intradistrict attendance Permits agreements should be referred to the appropriate site.

Procedure for Balancing Elementary Classroom or School Size

1. Should a school or classroom within a school become impacted at any time during the school year, the following procedures will be implemented:

Transfer of students shall be based on the last students to register in the affected grade levels and on case by case basis.

2. Whenever the principal finds it impossible to conform to the above, the principal will review the situation with the appropriate district administrator to determine other alternatives.

3. Who shall be ~~referred back to their school of residence or re-directed~~transferred:

a. During the first 10 school days of the school year, the students residing within the attendance area of the school shall have precedence over students attending the school for the first time on Intradistrict Attendance Permits.~~agreements~~

b. Should an overload occur during the first 10 days of school, students tentatively enrolled at the affected grade level on an Intradistrict Attendance Permit agreement shall return to their school of residence. Should the school of residence be overloaded, said students may be ~~re-directed~~transferred to another school

c. After the first 10 days of school, the students tentatively enrolled on an Intradistrict Attendance Permit agreement are considered as residents of that school for that school year

d. Any deviation from item b. above shall be discussed with the appropriate district administrator

4. Communications with Teachers, Parents and Students:

a. It is the responsibility of the sending principal to communicate individually by means of his/her choosing with the parent of the ~~re-directed~~transferred student

b. It is the responsibility of the sending principal to contact the appropriate district administrator, who will locate a school that has space availability

5. Transportation Arrangements:

a. If a student living within an attendance area is ~~redirected~~transferred to a school outside the attendance area by the district, the sending principal shall arrange for transportation with the appropriate district administrator

b. Either the transportation department or the sending school will notify the parent/guardian regarding bus arrangements

Procedure for Intradistrict Attendance Permits~~Agreement~~ for 7-12 School Students

1. A parent/guardian whose child meets the criteria listed below and requests their child to attend a school other than the resident area school must submit to the resident school an Intradistrict Attendance Permit application for an intradistrict transfer by March 1 after February 1st. ~~Intradistrict attendance agreement applications submitted by this date will be given priority consideration.~~ The applications may be considered for the following reasons:

a. Medical requirements (i.e. proximity to treatment centers, specialized programs for

physically impaired, medical transportation accessibility, etc.). A physician's recommendation must be attached to the Intradistrict Attendance Permit application specifically indicating the medical reason for attendance at a particular school

- b. Alternative placement per directive of the courts and/or state/county juvenile agencies
- c. Assigned placement through the special education program offices
- d. Continued enrollment in JROTC
- e. Sibling attending the school of choice
- f. Extenuating circumstances approved by both principals

2. An Intradistrict Attendance Permit agreement shall not imply any obligation on the part of the district to furnish transportation in any form. Transportation becomes the responsibility of the parent/guardian when they choose for their child to attend a school outside their attendance area.;

3. Incoming siblings of students attending a high school on an Intradistrict Attendance Permit agreement will be asked to confirm their intention to submit an application, in order to attend the same high school.;

4. Approval of the Intradistrict Attendance Permit agreement may be revoked and the student transferred immediately to the residence area school for the following reasons:

- a. Falsification of address, medical or legal verification, or
- b. Failure to comply with the requirements of the JROTC program to which the student applied.
- c. When behavior, attendance, or poor academic performance warrant a return to the school of residence attendance. This decision is the responsibility of the principal/designee and that decision is final.

5. It will be the responsibility of the parent/guardian to notify the school office when there is a change of address for the student and provide proof of residence.

6. ~~The approved intradistrict attendance agreement must be renewed on an annual basis.~~ After the first year on an approved Intradistrict Attendance Permit agreement, the student will be given the same priority as a resident student for enrollment purposes after attending 85% of the school year.; In cases when the district declares that a school is impacted, if the student is still completing his/her first year at the school, he/she will not be considered a resident student.

7. When there is a change of address, the parent/guardian may elect to keep the student in the school he/she is attending for the remainder of the school year, by submitting an Intradistrict

~~A~~attendance-~~Permit~~agreement, or transfer the student to the residence area school based on the student's new address.

8. If the student participates in any athletic program governed by the California Interscholastic Federation (CIF), he/she may not be eligible to participate at the new school. Parents/guardians should check the CIF rules before submitting this application.

9. A student on an ~~I~~intradistrict ~~Attendance Permit agreement~~ who requests to return to the ~~home~~ school ~~of residence~~ can do so only at the beginning of the following school year. The request will be honored only if space is available and all other student expectations have been met. Exceptions may be considered due to extreme hardships

Special Education Students and Students With Section 504 Accommodations Plans

Parents/guardians of students with disabilities will follow the same ~~I~~intradistrict ~~Attendance Permit transfer request~~ process as parents/guardians of nondisabled students, subject to Board policy and regulations. However, the district must ensure a Free Appropriate Public Education (FAPE) for students with disabilities. Therefore, prior to finalizing the approval of a transfer for a student with disabilities, the Individualized Education Program (IEP) team or the Section 504 team will be required to determine if the student can be provided FAPE at the school of choice.

Procedure for Transfer when Balancing Classroom or School Size

Every reasonable effort will be made to ensure against excessive ~~re-directing transferring of any~~ students. The following exceptions shall be considered:

1. Change of boundary lines when new schools open
2. When boundary lines are adjusted to form a new attendance area
3. The necessity to move an entire class or grade level
4. When the school of residence is full or ~~declared to be~~ impacted

Regulation ROCKLIN UNIFIED SCHOOL DISTRICT
Approved: October 16, 2013 Rocklin, California
~~Revised: April 20, 2016~~

Board Policy

Interdistrict Attendance

BP 5117
Students

The Board of Trustees recognizes that students who reside in one district may choose to attend school in another district and that such choices are made for a variety of reasons.

(cf. 0520.3 - Title I Program Improvement Districts)
(cf. 5111.12 - Residency Based on Parent/Guardian Employment)
(cf. 5116.1 - Intradistrict Open Enrollment)

The Board desires to communicate with parents/guardians and students regarding the educational programs and services that are available in the district.

Upon request by students' parents/guardians, the Superintendent or designee may approve Interdistrict Attendance Permits with other districts on a case-by-case basis to meet individual student needs. Approval of an Interdistrict Attendance Permit does not guarantee enrollment in a particular school. The district reserves the right to limit the number of incoming students, and establish priorities according to these types of requests.

The Superintendent or designee shall ensure that the Interdistrict Attendance Permits specify the terms and conditions agreed to by both districts for the granting, denial, or revocation of the permit as well as the standards for reapplication.

The Superintendent or designee may deny the granting of an Interdistrict Attendance Permit because of overcrowding within district schools or limited district resources. _

If the Superintendent or designee reasonably determines that a student's enrollment and/or school placement is based on a false claim of residence, parent/guardianship, employment, caregiver or any other false information, the student's enrollment will be revoked.

Legal Reference:
EDUCATION CODE
41020 Annual district audits
46600-46611 Interdistrict attendance agreements
48204 Residency requirements for school attendance
48300-48316 Student attendance alternatives, school district of choice program
48350-48361 Open Enrollment Act
48915 Expulsion; particular circumstances
48915.1 Expelled individuals: enrollment in another district

48918 Rules governing expulsion procedures
48980 Notice at beginning of term
52317 Regional Occupational Center/Program, enrollment of students, interdistrict attendance
ATTORNEY GENERAL OPINIONS
87 Ops.Cal.Atty.Gen. 132 (2004)
84 Ops.Cal.Atty.Gen. 198 (2001)
COURT DECISIONS
Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Policy ROCKLIN UNIFIED SCHOOL DISTRICT

Approved: March 7, 2011 Rocklin, California

Revised: April 20, 2016

Administrative Regulation

Interdistrict Attendance

AR 5117

Students

The Board of Trustees is responsible for providing educational services to students residing in district boundaries. The district builds schools, hires staff, purchases supplies, and engages in comprehensive planning to meet its educational mandate. The district commits extensive resources based on this planning to adequately prepare for every student who resides, and plans to reside, in the district. The state provides revenue to meet financial commitments based on student enrollment by district of residence. Each student attending another district results in a financial loss. Consequently, in order to plan effectively, provide quality educational opportunities, and meet our financial commitments based on the state's intent to educate children by district of residence, it is important to retain as many students as possible.

The Board expects parents who live within the district's boundaries to enroll their students in our schools so we can continue to plan and meet our commitments. However, the district has established a process to evaluate requests for students who reside in our district but are requesting to attend school in another district. This process is called an Interdistrict Attendance Permit ~~Interdistrict Transfer Request~~. The permit request must be approved by both districts in order to allow the student to enroll. Students currently attending another district on a previously approved ~~interdistrict attendance~~ Interdistrict Attendance Permit will continue to be approved on an annual basis by the district of residence (renewal).

The district will annually post when it is accepting Interdistrict Attendance Permits for the following school year and notify parents by mail as to whether the permit has been approved or if the child has been placed on a wait list due to no space availability.

The Superintendent or designee may approve Interdistrict Attendance Permits for the following reasons:

1. To meet the child care needs of the student. Such students may be allowed to continue to attend district schools only as long as they continue to use a child care provider within district boundaries.
2. To meet the student's special mental or physical health needs as certified by a physician, school psychologist, or other appropriate school personnel, with concurrence from the district

(cf. 6159 - Individualized Education Program)

3. When the student has a sibling attending school in the receiving district, to avoid splitting the family's attendance

4. To allow the student to complete a school year when his/her parents/guardians have moved out of the district during that year
5. To allow the student to remain with a class graduating that year from an elementary, middle, or senior high school
6. To allow a high school senior to attend the same school he/she attended as a junior, even if his/her family moved out of the district during the junior year
7. When the parent/guardian provides written evidence that the family will be moving into the district in the immediate future and would like the student to start the year in the district
8. When the student will be living out of the district for one year or less
9. To participate in a special academic program not offered in the district of residence
10. To provide a change in school environment for reasons of personal and social adjustment
11. When recommended by the School Attendance Review Board or by county, child welfare, probation, or social service agency staff in documented cases of serious home or community problems which make it inadvisable for the student to attend the school of residence.

12. When the parent/guardian has provided proof of employment within the district boundaries.

(cf.5111.12 – Residency Based on Parent/Guardian Employment)

13. Other reasons not included on the Interdistrict ~~Attendance Permit~~ Transfer Request Application

~~Interdistrict attendance~~ Interdistrict Attendance Permits ~~or applications~~ shall not be required for students enrolling in a regional occupational center or program. (Education Code 52317)

Every ~~I~~nterdistrict ~~A~~ttendance ~~P~~ermit shall stipulate the terms and conditions under which the permit may be revoked. (Education Code 46600).

Examples of conditions that may result in revocation include falsification of information stated on the permit application, unsatisfactory attendance, continual disruption, or poor academic achievement.

The Interdistrict Attendance Permit may also be revoked when behavior, grades and/or attendance issues warrant a return to the school of attendance. This decision is the responsibility of the principal/designee and that decision is final.

~~An interdistrict attendance permit shall not exceed a term of five years.~~ Each Interdistrict Attendance Permit shall stipulate the terms and conditions established by both districts under which Interdistrict Attendance shall be permitted, denied, or revoked, and any standards for reapplication. (Education Code 46600)

Existing Interdistrict Attendance Permits shall not be rescinded for students entering grade 11 or 12 in the subsequent school year. (Education Code 46600)

The Superintendent or designee may deny initial requests for RUSD Interdistrict Attendance agreement Permits if school facilities are overcrowded at the relevant grade level or based on other considerations that are not arbitrary. If the district designates a school site to be impacted because of enrollment capacity, other alternatives will be offered to the student.

RUSD employees at that site who have children attending on Interdistrict Attendance Permits will have priority for enrollment only after students who are residents of that attendance area. RUSD employees within the district who have children attending on Interdistrict Attendance Permits will be asked to choose other alternatives. RUSD employees who work at that site but who are hired after the school is declared impacted will be asked to choose other alternatives.

(AR 5111.12 Residency based on Parent/Guardian Employment)

Within 30 days of a request for an ~~interdistrict~~Interdistrict Attendance Permit, the Superintendent or designee shall notify parents/guardians of a student who is denied ~~interdistrict attendance~~Interdistrict Attendance regarding the process for appeal to the County Board of Education as specified in Education Code 46601. (Education Code 46601)

(cf. 5145.6 - Parental Notifications)

Students who are under consideration for expulsion or who have been expelled may not appeal Interdistrict Attendance Permit denials or decisions while expulsion proceedings are pending, or during the term of the expulsion. (Education Code 46601)

(cf. 5119 - Students Expelled from Other Districts)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

Transportation

The district shall not provide transportation outside the school's attendance area. However, upon request, the Superintendent or designee may authorize transportation for students living outside the attendance area to and from designated bus stops within the attendance area if space is available. Priority for such transportation shall be based on demonstrated financial need.

Special Education Students

~~Interdistrict Attendance Permits requests~~ for students identified for special education must be reviewed by the student's IEP team to determine if the request is related to the student's disability

and if the Interdistrict Attendance Permit request is necessary for the student to benefit from special education services. If it is determined that the request is not related to the student's special education program, the request shall be considered parental choice and, as such, is subject to Board policy regulations. A representative from the requested district of choice must attend the IEP to verify placement availability and determine if a Free Appropriate Public Education (FAPE) can be provided at the district of choice.

Regulation ROCKLIN UNIFIED SCHOOL DISTRICT

Approved: March 7, 2011 Rocklin, California

Revised: April 20, 2016

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Potential Placer County Action to Regulate Medical Marijuana Dispensaries

DEPARTMENT: Office of the Superintendent

Background:

The Placer County Board of Supervisors is considering taking legislative action to potentially implement the January 5, 2016 ordinance asserting Placer County's authority to regulate medical marijuana in the unincorporated areas of Placer County.

Information released by Placer County regarding this issue including a list of public forums that were held to gather input is attached. Following is a link to the Placer County webpage: "*visit our new medical marijuana website at www.placer.ca.gov/medical-marijuana*" On the Placer County medical marijuana website, you will also find this video posted: "*please take a moment to watch this short video we produced to explain our approach to regulation*": <https://vimeo.com/155741123>

Status:

The Rocklin City Council sent a March 24 letter to the Placer County Board of Supervisors expressing their concerns, asking for additional information, and inviting the Board of Supervisors to a special City Council meeting on April 29 at 10:30 to discuss this issue. The Placer County Board of Supervisors is not scheduled to take action on this until July of this year.

The Board of Trustees could on the basis of "not wanting any action in this matter by the County to impact the safety and environment for students in RUSD" consider formally notifying the Placer County Board of Supervisors of these concerns.

Presenter(s):

Roger Stock, Superintendent

Financial Impact:

Current year: N/A

Future years: N/A

Funding source: N/A

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

Check one of the following: [] Consent Calendar [X] Action Item [] Information Item

Packet Information:

City of Rocklin Letter to Placer County Supervisors regarding the regulation of medical marijuana dispensaries and cultivation in Placer County, dated March 24, 2016

Recommendation:

Staff recommends that the Board of Trustees consider authorizing the Superintendent to write a letter to the Placer County Board of Supervisors supporting City of Rocklin concerns regarding potential action to regulate medical marijuana.



ROCKLIN

CALIFORNIA

March 24, 2016

Honorable Robert Weygandt, Chairman
Honorable Jim Holmes
Placer County Board of Supervisors
175 Fulweiler Ave, Auburn, CA 95603
Phone: (530) 889-4010

RE: Medical Marijuana Dispensaries

NOTICE OF OPPOSITION

Dear Chairman Weygandt and Supervisor Holmes:

It has come to the attention of the Rocklin City Council that the Placer County Board of Supervisors (BOS) heard formal presentations about the California Medical Marijuana Regulation and Safety Act (MMRSA) from County staff on December 8, 2015. MMRSA makes clear that local jurisdictions retain their right to regulate or ban cultivation for purposes of medical marijuana, and that local jurisdictions may regulate or outright ban commercial marijuana dispensaries, cultivation, manufacturing, testing, dispensing, distribution and transportation for purposes of medical marijuana use as legalized through the Compassionate Use Act of 1996.

It is the understanding of the Rocklin City Council that the Placer BOS heard from County staff at a subsequent formal hearing on January 5, 2016, establishing "next steps" in developing a comprehensive regulatory framework for medical marijuana dispensaries (Placer BOS Jan. 5th, 2016 Agenda Item 6, C)¹. The January 5th, 2016 Placer County staff report indicates that "*Over the next several months, [County] staff will convene public meetings to solicit community and stakeholder input on effectively regulating medical marijuana...*" (Staff Report/Jan 5, 2016). The Rocklin City Council is aware that these "next steps" have been occurring and have included formal meetings with County Municipal Advisory Councils (MAC's), as well as other stakeholders throughout Placer County, but have not included individual City Councils thus far.

It is believed that the Placer County Board of Supervisors will be hearing from County staff on their findings at a pending April 5th BOS meeting, and may take action on this issue at a subsequent meeting scheduled for May 17th, 2016.

The Rocklin City Council recognizes the need for local jurisdictions in California to establish ordinances related to medical marijuana, and absent any ordinance in place,

the default may be subject to State guidelines. The alternative that municipal jurisdictions in Placer County have chosen is to outright ban marijuana dispensaries (stationary and mobile), cultivation, manufacturing, testing, dispensing, distribution and transportation of medical marijuana. We formally encourage the Placer BOS to do the same for the unincorporated areas of our county. Not banning commercial cultivation, transportation, and marijuana dispensaries in the unincorporated areas of Placer County would be inconsistent with municipal jurisdictions in Placer County.

The Rocklin City Council believes that any decision to allow and regulate medical marijuana dispensaries, indoor or outdoor commercial cultivation, manufacturing, or transportation in any jurisdiction within Placer County should be made with strong regard to stakeholders of all other local jurisdictions within the County. Any authorized regulation of medical marijuana commercial cultivation, dispensaries, or transportation within Placer County can, and would, have an adverse effect on other jurisdictions that have prohibited such activity. The Rocklin City Council believes strongly that local cities are major stakeholders on the topic of medical marijuana regulation in any jurisdiction within Placer County, and this includes unincorporated areas. As of this date, the Rocklin City Council has not been consulted as a part of the County's "next steps" on this important topic.

If the Placer BOS is taking steps to ensure adequate land use regulations are in place in an effort to ban commercial marijuana dispensaries, cultivation, manufacturing, testing, dispensing, distribution and transportation of medical marijuana that might otherwise be allowed under State law absent local regulation, then that would be consistent with the City of Rocklin stance on this issue. Further, this would be consistent with other local municipal jurisdictions throughout Placer County as well. The current City of Rocklin zoning ordinances specifically prohibits marijuana dispensaries, commercial cultivation, manufacturing, testing, dispensing, distribution and transportation of medical marijuana in the City of Rocklin. The Rocklin City Council has expressed our position on medical marijuana regulation by the prohibition within the City of Rocklin. Furthermore, without debating the merits for or against medical marijuana, the Rocklin City Council believes that any jurisdiction authorizing commercial medical marijuana dispensaries, cultivation, manufacturing, testing, dispensing, distribution and transportation of marijuana immediately surrounding Rocklin would have a negative impact on public safety and quality of life for the citizens of Rocklin, subjugating our desire to prohibit medical marijuana dispensaries in our city.

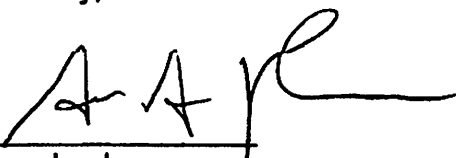
Allowing large indoor or outdoor commercial cultivation, dispensaries, and transportation of marijuana in unincorporated Placer County significantly undermines Placer County's three most economic competitive advantages; safe streets, great schools, and quality of life. We believe by allowing commercial or outdoor marijuana grows, transportation of, and marijuana dispensaries would be a detriment to the very core principles that make Placer County a safe and special place. Enacting an ordinance in unincorporated Placer County to allow commercial marijuana cultivation, transportation, and dispensaries would not be a benefit to those individuals in need of medical marijuana, but rather, large-scale outdoor commercial cultivation and dispensaries are seen to be intended as a money generating industry aimed at

recreational misuse, abuse and distribution to a larger regional, state and even national market.

Therefore, on behalf of the Rocklin City Council, this letter is to express our formal opposition to Placer County and any other jurisdiction within Placer County, to authorize commercial marijuana dispensaries, cultivation, manufacturing, testing, dispensing, distribution and transportation for purposes of medical marijuana use as legalized through the Compassionate Use Act of 1996 in Placer County, and specifically near the City of Rocklin. Should Placer County ultimately decide to allow and regulate medical marijuana, the Rocklin City Council would respectfully appeal to the BOS that at a minimum, a buffer zone of several miles away from the city limits of Rocklin be created to establish a barrier from our jurisdiction so as not cause a negative impact on our community or infringe upon our local jurisdiction's desire to prohibit medical marijuana dispensaries.

The Rocklin City Council has proven to be a collaborative regional partner, and we welcome a dialogue on this issue before any decisions are voted upon. To ensure our Rocklin residents are fully informed on this matter, the Rocklin City Council is making this issue a top priority and have scheduled a special meeting of the Rocklin City Council on Friday, April 29th, from 10:30am to 12:30pm to discuss the potential impacts the City may endure if the Placer BOS decides to allow commercial marijuana dispensaries, cultivation, manufacturing, testing, dispensing, distribution and transportation for purposes of medical marijuana. Please consider this a formal invitation to the Placer BOS, particularly our representatives from District 2, the Honorable Supervisor Robert Weygandt, and District 3, the Honorable Supervisor Jim Holmes, to attend this important meeting to allow a collaborative dialogue with your Rocklin constituents.

Sincerely,



Greg Janda
Mayor

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve District's 2016-17 Initial Contract Proposal to the Rocklin Teachers Professional Association and Set Date for a Public Hearing

DEPARTMENT: Office of the Assistant Superintendent, Human Resources

Background:

The Rocklin Unified School District (RUSD) annually presents (sunshines) its proposal for negotiations with Rocklin Teachers Professional Association (RTPA) for the next school year for approval by the Board of Trustees. In addition to Article XVIII – Wages and Article XVI – Health, Welfare, and Retirement Benefits, the Article being presented by RUSD is as follows: Article VII – Hours of Employment.

Status:

The District is now presenting to the Board of Trustees for approval its proposal with Rocklin Teachers Professional Association for the 2016-17 school year. If the proposal is approved, it is recommended that a public hearing be set for April 20, 2016. Negotiations will begin following the public hearing.

Presenter:

Colleen Slattery, Assistant Superintendent, Human Resources

Financial Impact:

Current year: N/A
Future years: N/A
Funding source: N/A

Materials/Films:

None

Other People Who Might Present:

None

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item

Packet Information:

Copy of RTPA Collective Bargaining Agreement available online at:
<http://www.rocklinusd.org/Departments/Human-Resources/Salary-Schedules--Contracts/index.html>.
Public copy available at board meeting.

Recommendation:

Staff recommends that the Board accept the 2016-17 Contract Proposal from RUSD and schedule a public hearing for April 20, 2016.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Hold Public Hearing Regarding the 2016-17 Initial Contract Proposal from the Rocklin Teachers Professional Association (RTPA) and Rocklin Unified School District (RUSD)

DEPARTMENT: Office of the Assistant Superintendent, Human Resources

Background:

On March 16, 2016, the Board of Trustees was presented the Rocklin Teachers Professional Association's (RTPA) 2016-17 initial contract proposal which was accepted. The Board of Trustees set April 20, 2016 for a Public Hearing.

On April 20, 2016, the Board of Trustees was presented the Rocklin Unified School District's (RUSD) 2016-17 initial contract proposal and if accepted a Public Hearing will follow on this date.

Status:

The Board of Trustees are to hold a public hearing to accept comments from the public regarding the Rocklin Teachers Professional Association's and Rocklin Unified School District's 2016-17 initial contract proposals. Negotiations will begin following the public hearing.

Presenter:

Colleen Slattery, Assistant Superintendent, Human Resources

Financial Impact:

Current year: N/A
Future years: N/A
Funding source: N/A

Materials/Films:

None

Other People Who Might Present:

None

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item

Packet Information:

Copy of RTPA Collective Bargaining Agreement available online at:
<http://www.rocklinusd.org/Departments/Human-Resources/Salary-Schedules--Contracts/index.html>.
Public copy available at board meeting.

Recommendation:

Staff recommends the Board hold a public hearing and accept comments from the public.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Live Video Streaming at Board of Trustee Meetings and Revisions to Board Bylaw 9324, Minutes and Recordings

DEPARTMENT: Office of the Chief of Communications and Community Engagement

Background:

Based on a presentation requested by the Board at the March 2, 2016 Board meeting, staff has brought forward additional information and revisions to a plan to implement live video streaming at Board meetings for possible action and revisions to Board Bylaw 9324, Minutes and Recordings.

Status:

Staff will follow up on information brought to Trustees on March 2, answering specific Board of Trustee questions regarding potential views of live video archiving, lowering cost of equipment, and securing closed captioning cost options. Trustees also requested a sampling of unique views of live streaming/video archives. Only regular views could be secured. Potential Board Bylaw (BB 9324) changes will also be detailed regarding minutes and recordings. If the Board consents to implement live video streaming and video archiving of Trustee meetings, staff will bring contracts to subsequent meetings.

Presenter(s):

Diana Capra, Chief of Communications and Community Engagement

Financial Impact:

Current year: \$4500 estimated equipment start up
\$1000 estimated personnel for remainder of year
\$2250 estimated closed captioning service for remainder of year
Future years: \$4,000 estimated ongoing personnel/\$9000 closed captioning
Funding source: Unrestricted general fund

Materials/Films:

None

Other People Who Might Be Present:

Mike Fury, Chief Technology Officer
Jeremy Jeffreys, Broadcast Media Teacher (Rocklin High School)

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item

Packet Information:

Power Point Presentation
BB 9324, Board Bylaw on Minutes and Recordings (revised)

Recommendation:

Staff recommends trustees take appropriate action as determined by the Board.

LIVE VIDEO STREAM INFORMATION

**Rocklin Unified School District
Board of Trustees Meeting
April 20, 2016**

Diana Capra, Chief, Communication/Community Engagement
Mike Fury, Chief Technology Officer
Jeremy Jeffreys, Broadcasting Teacher
Rocklin High School



Live Video Stream

Board of Trustees Meetings

Overview:

-Information Requested

- ❖ Views live stream/video archive and district population

- ❖ Updated equipment cost options/in house option

- ❖ Closed Caption options

-Board bylaws

-Next steps

Information Requested

Views/Student Populations

Example 1- Elk Grove Unified School District (*Source: You Tube last 9 months*)

Student population: 62,888

Archive Video Views: *Range low to high:* Low 46 views (2/2/16) to high of 268 views (10/6/15)

Example 2- Laguna Beach (*Source: Dir. HR and Communications January 2016*)

Student population: 3,074

Live Streaming Views: 1/12 meeting: 60 views and 1/26 meeting: 20 views

Archive Video Views: 1/12 meeting: 171 views and 1/26 meeting: 84

Example 3- Washington Unified School District (*Source: You Tube Jan-Feb 2016*)

Student population: 7,421

Archive Video Views: 1/21 meeting: 39 views and 2/11 meeting: 22 views

Updated Equipment Cost: \$4500

- 1) WireCast brand switching/streaming software (1)
- 2) Sony EVI-D100 PTZ Camera kit (2)
B&H # VAM100PTZCKW MFR # 999-2001-1000
- 3) Laptop Computer (1)
- 4) Various power cords & cables
- 5) Various A/V needed to tie in to existing A/V system
- 6) 500' Spool of RG-6 Coax Cable (for video line runs)
- 7) SD video capture device

Examples

Vacaville Unified School District Streaming Media Archive
Archived videos are arranged by date, with the most recent at the top of the list. Click **Video** to watch the meeting with documents, or **Agenda / Minutes** to see just the documents. You can also search the archives by typing keywords into the Search box.
To enable the most effective streaming experience for all browsers and operating systems, please download and install Silverlight from Microsoft.
The minimum system requirements for watching the Archived video are available here.
Streaming video support

Upcoming Events

Name	Date
School Board Meeting	March 03, 2016 - 06:30 PM

Search Archives:

Enter Keywords here

Search

Advanced Search

Subscribe via RSS feeds

Agenda | Minutes | Podcast | Video Podcast

Archived Videos

Name	Date	Duration	Agenda	Board Meeting Minutes	Video	MP3 Audio	MP4 Video
School Board Meeting	Feb 4, 2016	03h 18m	Agenda	Board Meeting Minutes	Video	MP3 Audio	MP4 Video
School Board Meeting	Jan 14, 2016	01h 46m	Agenda	Board Meeting Minutes	Video	MP3 Audio	MP4 Video
School Board Meeting	Dec 10, 2015	02h 35m	Agenda	Board Meeting Minutes	Video	MP3 Audio	MP4 Video
School Board Meeting	Nov 19, 2015	02h 38m	Agenda	Board Meeting Minutes	Video	MP3 Audio	MP4 Video
School Board Meeting	Nov 5, 2015	01h 00m	Agenda	Board Meeting Minutes	Video	MP3 Audio	MP4 Video
School Board Meeting	Oct 15, 2015	03h 08m	Agenda	Board Meeting Minutes	Video	MP3 Audio	MP4 Video
School Board Meeting	Oct 1, 2015	02h 29m	Agenda	Board Meeting Minutes	Video	MP3 Audio	MP4 Video
School Board Meeting	Sep 17, 2015	03h 13m	Agenda	Board Meeting Minutes	Video	MP3 Audio	MP4 Video



FAIRFIELD-SUISUN
UNIFIED SCHOOL DISTRICT

A premier learning community that empowers each student to thrive in an ever-changing world.

Parents
Students

Our District | Schools | Governing Board | Departments | Students | Parents | Community | Staff

Governing Board

Home

Board Meeting Dates

SUSD Trustee Area Boundary Map

Board Member Job Description

Professional Governance Standards

Current Agendas/Minutes

Archived Agenda/Minutes

Board Meeting Summary Notes

Board Meeting Videos

2013-2014 School Year



Archived Video Link

Live Video Embedded into a webpage

Updated In House Option

- Set up/hard wiring estimated total cost: \$4500.00
- Streaming/posting: You Tube/Vimeo: Free
- Ongoing cost of personnel: \$4000.00
- Closed Captioning: \$9000.00

Total: One time set up cost: \$4500.00

Ongoing cost: \$13,000 *

*Estimate based on 16 Board of Trustee meetings per year

Board Bylaw 9324 Changes

Broadcasts: The final section of the bylaw is revised to reflect that the Board meetings may be broadcast. As a matter of practice, the bylaw requires the Board's presiding officer to announce that a recording of the meeting is being made. For the sake of accuracy, the presiding officer's announcement should be amended to indicate that the meeting may be being *recorded or broadcast live*.

Closed Captions: This revision is meant to address the District's possible use of closed captions for recordings or broadcasts of its Board meetings. The language does not bind the District to the practice of providing closed captions, but provides notice that it may choose to do so. More importantly, the new language preserves the status of the clerk's minutes as the official record of any Board meeting, and indicates that any transcripts of closed captions shall not be used for official purposes.

Possible next steps

- Change RUSD Bylaw 9324
- Order equipment/contracts brought to April Board of Trustees meeting
- Set up equipment to execute Live Video Stream
- Identify personnel
- Communicate changes

Rocklin USD | BB 9324 Board Bylaws

Minutes And Recordings

The secretary of the Board of Trustees shall keep minutes and record all official Board actions. (Education Code 35145, 35163)

(cf. 9323.2 - Actions by the Board)

Copies of the minutes of each regular or special meeting shall be distributed to all Board members with the agenda for the next regular meeting. The Clerk shall act as the custodian of the minutes and shall direct the Secretary to make them available to any citizen desiring to examine them during usual office hours of the district.

Any minutes or recordings kept for Board meetings held in closed session shall be kept separate from the minutes or recordings of regular and special meetings. Minutes or recordings of closed sessions are not public records. (Government Code 54957.2)

(cf. 1340 - Access to District Records)

(cf. 9321.1 - Closed Session Actions and Reports)

Official Board minutes and recordings shall be stored in a fire-proof location.

Maintaining the Minutes

The Board minutes shall be maintained as outlined below:

1. Content-Board of Trustees Procedures:

- a. The date, place, and type of each meeting
- b. Members present and members absent by name
- c. Call to order and Pledge of Allegiance to the flag of the United States of America
- d. Arrival of tardy member by name
- e. Departure of members by name before adjournment or if absence takes place when any Board agenda items are acted upon
- f. Date and place of next meeting
- g. Adjournment of the meeting
- h. Record of written notice of special meetings

i. Record of items of business to be considered at special meetings

2. Content-Board of Trustees Actions:

a. Approval or amended approval of the minutes of preceding meetings

b. Complete information as to each subject of the Board's deliberation

c. Complete information as to each subject including the roll call record of the vote on a motion if not unanimous

d. All Board resolutions in complete context numbered serially for each fiscal year

e. A record of all contracts entered into

f. All employment and resignations or terminations of employment

g. A record by number of all purchase orders approved by payment

h. A record of all bid procedures including calls for bids authorized, bids received, and other action taken

i. A record by number of all warrants approved for payment

j. Adoption of the annual budget

k. Financial reports, including collections received and deposited and sales of personal property

l. A record of all important correspondence

m. A record of the Superintendent's reports to the Board

n. Adoption of all policies, bylaws, and Board-adopted regulations

o. A record of all delegations appearing before the Board

p. Adoption of the annual school calendar

Video or Audio Recording Recording or Broadcasting of Meetings

A video or audio tape recording may be made at any Board meeting The district may tape, film, or broadcast any open Board meeting. The presiding officer shall announce that a recording is

being made at the beginning of the meeting, and the recorder shall be placed in plain view of all persons present, insofar as possible.

The district may provide closed captioning for recordings or broadcasts of open Board meetings. The transcripts of closed captions, if any, are not minutes or official records of Board meetings and may not be relied on for official purposes.

Recordings made during regular or special Board meetings are public records. Any district recording may be erased or destroyed. They shall be kept for at least 30 days after the meeting. U and upon request, recordings shall be made available for inspection by members of the public on a district recorder equipment without charge. (Government Code 54953.5)

Legal Reference:

EDUCATION CODE

35145 Public meetings

35163 Official actions, minutes and journals

35164 Vote requirements

PENAL CODE

632 Unlawful to intentionally record a confidential communication without consent of all parties to the communication

GOVERNMENT CODE

54957.2 Closed sessions; clerk; minute book

54960 Violations and remedies

Bylaw ROCKLIN UNIFIED SCHOOL DISTRICT

Adopted: October 4, 2000 Rocklin, California

Revised: April 20, 2016 Rocklin, California

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Development Impact Fee Nexus Study – 2016 Update

DEPARTMENT: Office of the Senior Director, Facilities, Maintenance & Operations

Background:

The State Allocation Board, at its regularly scheduled February 24, 2016 meeting, raised the authorized amount for developer fees that a school district can charge on new residential construction from \$3.36 per square foot to \$3.48 per square foot for commercial construction from \$.54 per square foot to \$.56 per square foot.

Historically, RUSD has only used developer fees for middle schools and high schools. However, due to the uncertainty of future state funding and no state funds available to fund the new elementary school, the District has changed the development impact fee nexus report to include funding needs for elementary schools.

Status:

Economic & Planning Systems has prepared a "Development Fee Nexus Study – 2016 Update" for review and approval by the Board, which justifies the proposed developer fee increase.

Presenter:

Craig Rouse, Senior Director Facilities, Maintenance & Operations

Financial Impact:

Current year: None
Future years: \$46,670
Funding source: N/A

Materials/Films:

None

Other People Who Might Be Present:

Russ Powell, Economic and Planning Systems

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item

Packet Information:

Development Fee Nexus Study – 2016 Update.

Recommendation:

Staff recommends Board approval of the Development Impact Fee Nexus Study – 2016 Update.

The Economics of Land Use



Draft Report

Development Impact Fee Nexus Study—2016 Update

Prepared for:

Rocklin Unified School District

Prepared by:

Economic & Planning Systems, Inc. (EPS)

April 2016

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1. EXECUTIVE SUMMARY

This report provides a 2016 Update to the Development Impact Fee Nexus Study (Study), prepared in 1996 for the Rocklin Unified School District (District). The Study was updated in 1997, 1999, 2001, 2002, 2004, 2006, 2008, 2010, 2012, and 2014.

The purpose of this 2016 Update is to demonstrate a nexus between the District and residential and nonresidential development and these:

- The need for school facilities.
- The cost of school facilities.
- The amount of statutory school fees that are within the limits adopted by the State Allocation Board (SAB) in February 2016, pursuant to the provisions of Section 17620 of the Education Code, as well as Sections 65995 and 66001 of the Government Code.

This report serves as a supplement to the previous reports. The material from the previous reports is not necessarily reproduced herein.

Findings

Geographical Area

The District largely corresponds with the City of Rocklin (City) boundaries but does contain some areas outside the City. Currently, there is very little development in any of the areas outside the City, but development is projected in future years.

Elementary School Facilities

The District has master planned for 12 elementary schools to serve the District at build out. There are currently 11 elementary schools serving students of the District. The twelfth and final elementary school is planned to be constructed in the final phase of Whitney Ranch. This school is currently planned to be constructed in the five to six years, depending upon demand. This school is estimated to cost approximately \$27 million in 2016 dollars.

Sources of funding for the new elementary school are:

- Mello-Roos Community Facilities District Bonds
- Mello-Roos Community Facilities District Special Taxes
- Developer Impact Fees
- State Grants (if available)

Middle School Facilities

The District currently operates two middle schools: Spring View and Granite Oaks. Buildout of residential development in the District will generate the need for an additional wing of classrooms each for Spring View and Granite Oaks; each new wing will have 15 classrooms and will house 405 students. A third middle school was planned previously for the Whitney Ranch area of Rocklin. Based on the findings of the School Facility Master Plan 2014 Update, a third

middle school will not be required to house middle school students through buildout of the District.

The estimated cost for each new classroom wing is \$11.55 million (including a 5-percent contingency). This estimate has been provided by California Design West.

The voters approved a General Obligation (GO) bond for middle school facilities in 1998. The majority of the bond was necessary to expand and modernize the existing Spring View Middle School to serve existing students. Residential development that generates the need for additional classroom wings at the two middle schools also will repay a portion of the bond. The net cost to development accounts for this repayment of the 1998 bond.

High School Facilities

The District currently operates three high schools: Rocklin High and Whitney High are comprehensive high schools, and Victory is a continuation high school. Buildout of residential development in the District will completely fill Whitney High School; therefore, the cost of the school must be distributed, in part, to future development. The actual cost of the now-completed Whitney High School is used in the fee calculation.

In addition to State of California (State) funding and development impact fees, a portion of the March 2002 GO bond authorization funded construction of Whitney High School.

Districtwide Support Facilities

Residential growth in the District generated the need for a new District office, which was built in 2002. Residential growth has generated the need to expand the existing transportation yard to accommodate more busses and to build a new maintenance facility and food services warehouse. The new maintenance facility and food services warehouse have been constructed, and the transportation yard has been expanded to accommodate new residential growth. These support facilities are necessary facility costs directly related to new growth and thus are eligible to be funded by statutory (Level 1) mitigation fees. Administrative costs necessary to implement the facilities program also are included in this 2016 Update.

Nonresidential Development

Nonresidential (commercial and industrial) development attracts new employees. Some of these employees will buy existing housing and will create the need for more school facilities. Because these employees will not generate mitigation fees through housing purchases, state law allows the collection of development impact mitigation fees on nonresidential development. The fees on such development are capped at \$0.56 per square foot. As calculated herein, the District is justified in collecting the maximum fee on all nonresidential development, with the exception of self-storage units.

Senior Housing

Age-restricted senior housing projects require residents to be 55 years old or older; therefore, school-aged children will not be generated directly by the project. Senior projects, however, do cause an increase in the need for support services, such as retail, travel, banking, healthcare, and entertainment. Additional workers come to the project to fill the jobs provided by the increased support services. The workers bring with them school-aged children. As with

nonresidential projects, it can be stated that the senior housing project indirectly impacts school facilities. By law, development impact fees are limited to the maximum nonresidential fee, as long as they are justified by nexus requirements. The fees on such development are capped at \$0.56 per square foot. Based on the facility costs calculation in this document, the District is justified in collecting \$0.06 per square foot for senior housing.

Recommendation

At the February 24, 2016, SAB meeting, the board approved an increase in the Level 1 developer fee from \$3.36 per square foot to \$3.48, based on the increase in the RS Means Construction Cost Index. This represents a 3.59-percent increase in the Level 1 fee from January 2014 to February 2016.

As a result of the above findings, the District should adopt updated development impact fees authorized under Education Code Section 17620 and Government Code Section 65995 to fund a portion of new development's share of the required middle school, high school, and support facilities, as described in this report. Based on the findings, the development impact fee would be updated to the amounts shown below in **Table 1**.

Table 1
Recommended Development Impact Fees

Type of Development	Fee
Residential	\$3.48/sq. ft.
Office	\$0.56/sq. ft.
Retail	\$0.56/sq. ft.
Industrial	\$0.56/sq. ft.
Warehouse	\$0.56/sq. ft.
Self-Storage	\$0.18/sq. ft.
Senior Housing	\$0.06/sq. ft.

Nexus Legislative Requirements

This report establishes a school development impact fee program pursuant to Education Code Section 17620 and Government Code Sections 65995 et. seq. and 66000 et. seq. These sections, among other things, grant school district governing boards the authority to impose development fees up to a specified limit on new residential and commercial/industrial development to pay for school facilities.

Assembly Bill (AB) 1600, which created Section 66000 et. seq. of the Government Code, sets forth the procedural requirements for establishing and collecting development impact fees. These procedures require that "a reasonable relationship or nexus must exist between a

governmental exaction and the purpose of the condition.”¹ Specifically, each public agency imposing a fee must complete these steps:

- Identify the purpose of the fee.
- Identify how the fee is to be used.
- Determine how a reasonable relationship exists between the fee’s use and the type of development project on which the fee is imposed.
- Determine how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.
- Demonstrate a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

The fees do not exceed the limits set forth in Government Code Section 65995.

Overview of the Report

This report is divided into ten chapters and two appendices. This Executive Summary Chapter and subsequent chapters (listed below) provide the data and information necessary to make these findings and to set fees at a level that will mitigate the impacts of future development. The appendices of this report provide additional information:

- **Chapter 2** discusses new development and student generation rates.
- **Chapter 3** discusses elementary school costs and cost allocations.
- **Chapter 4** discusses middle school costs and cost allocations.
- **Chapter 5** discusses high school costs and cost allocations.
- **Chapter 6** discusses districtwide support facility costs and cost allocations.
- **Chapter 7** discusses nonresidential impacts from new development.
- **Chapter 8** discusses 2016 revisions to the development impact fee.
- **Chapter 9** discusses the nexus findings.
- **Chapter 10** discusses the California Environmental Quality Act.
- **Appendix A** is the support tables for nonresidential costs.
- **Appendix B** is the California Environmental Quality Act Notice of Exemption.

¹ *Public Needs & Private Dollars*, William Abbott, Marian E. Moe, and Marilee Hanson, page 109.

2. NEW DEVELOPMENT AND STUDENT GENERATION RATES

New Development

The 2014 Update showed that about 3,820 single-family units and 792 multifamily units would be added to the District through buildout. These assumptions were based on planned development approvals for residential uses that did not have a final map for single-family uses or a building permit for apartments. EPS updated the remaining dwelling unit assumptions for development approvals through January 2016, less units built since December 31, 2015. The 2016 Update is based on the assumption that about 2,778 single-family units and 480 apartment units will be added to the District through buildout. It is expected that the number of units remaining through buildout will continue to increase as the City approves rezoning of nonresidential land to residential uses.

The size of single-family houses increased slightly in the previous 5 years, with most of these larger homes being built in Whitney Ranch and southeast Rocklin. The 2014 Update was based on an assumed 2,563-square-foot average for single-family detached homes to be constructed in the following 5 years.

Multifamily units and attached single-family residential constructed in the previous 5 years were considerably smaller than single-family detached units. However, most new residential units beings constructed are single-family detached units. This will result in a weighted average of 2,727 square feet per residential unit.

Student Generation Rates

One of the components in any fee analysis is the student generation rate (SGR). This is the calculation of the average number of students living in each type of unit. This amount is used to translate a given construction cost per student to the construction cost per unit. The construction cost per unit is divided by the assumed average building square footage for residential units to determine the cost per square foot of new school construction.

EPS has updated the SGRs for the District for this 2016 Update. The 2014 SGRs are based on a sampling of the assessor's database for homes built from 2010 through 2014. Newer homes (built from 2010 through 2014) have a considerably higher for elementary school, middle school, and high school SGR than SGRs used for the 2014 Update.

The SGR for all residential units in the District is approximately 0.60. This 2016 Update must determine the SGRs for new residential development. The SGRs for development that occurred from 2010 to 2014 is higher per unit than in previous updates. There appears to be a trend towards high SGRs from new condominium and townhouse development from the previous 5 years.

Table 2 summarizes the SGRs from new development that occurred from 2010 to 2014 used for calculating the fee. **Table 3** shows the number of students coming from new development by grade level and type of housing unit. These totals are used in **Table 2** to calculate SGRs for elementary school, middle school, and high school levels.

New elementary schools have been funded by the District using Mello-Roos Community Facilities Districts (CFDs) and state grants. Only middle school and high school SGRs are used in this 2016 Update to justify the Level 1 fees to be used to partially fund construction of middle schools and high schools.

Table 2
Student Generation Rates by Grade Levels—New Units from 2010–2014 [1]

Grade Level	Students from New Housing		SFR Units	MFR Units	SFR SGRs	MFR SGRs	Total SGRs
	Single-Family	Multifamily					
Preschool-6	356	16	394	111	0.904	0.144	0.737
7-8	70	5	394	111	0.178	0.045	0.149
9-12	138	4	394	111	0.350	0.036	0.281
Overall SGR							1.166
							"SGR"
[1] Only students coming from residential units constructed from 2010 to 2014.							

Table 3
Development Impact Fee Nexus Study 2016 Update
Students From New Housing by Grade Level

Grade Level	Single Family	Multifamily	Totals
K	68	3	71
1	45	4	49
2	52	3	55
3	44	3	47
4	48	0	48
5	48	1	49
6	51	2	53
K-6 Subtotals	356	16	372
7	38	2	40
8	32	3	35
7 - 8 Subtotals	70	5	75
9	31	1	32
10	35	0	35
11	37	2	39
12	35	1	36
9 - 12 Subtotals	138	4	142
Totals	564	25	589

new_students

Source: Rocklin Unified School District, City of Rocklin, Placer County Assessor, and EPS.

3. ELEMENTARY SCHOOL COSTS

The twelfth elementary school identified in the Facilities Master Plan 2014 Update is planned for a site located in Whitney Ranch. It will serve K-6 students coming from the final phase of development for the Whitney Ranch community. Proposed funding sources for the school are as follows:

- State funding from the School Facilities Program.
- Mello-Roos Community Facility District special taxes and bond proceeds.

State Funding

The passage of Proposition 1D in 2006 signified the voters' continued support of funding school facilities with state bonds. If the new elementary will not be constructed with Proposition 1D funds, it is anticipated they would be funded by future statewide bonds. At this time, there are no state funds available to fund the elementary school.

Although state funding is purported to be a 50/50 program (50 percent of the cost coming from the state and 50 percent coming from local sources), the District's standards exceed state standards; thus, the state's 50 percent represents approximately one-third of the actual cost.

Mello-Roos Community Facilities District (CFD) Special Taxes and Bond Proceeds

The developers of Whitney Ranch approved the formation of the CFD No. 3 in January of 2003. The CFD is authorized to levy a special tax on new residential development within the boundaries of the CFD. The CFD is authorized to fund the costs of constructing new elementary and middle schools. The District is authorized to issue up to \$36 million in CFD bonds to fund construction costs. Special taxes not needed to fund debt service on outstanding CFD bonds may be used to fund the costs of constructing elementary and middle schools. The District has not issued debt as of this date through the CFD.

EPS estimates the current bonding capacity for the CFD, based upon the most recent special tax levy on residential development in Whitney Ranch, is approximately \$11.8 million.

Mitigation Fees

Mitigation fees may be used to fund the cost of constructing the proposed elementary school, as necessary. To this date, the District had used mitigation fees exclusively to fund the construction of middle schools, high schools, and supplemental facilities. However, given that state grants are not currently available to fund the construction of the final middle school the District will construct, it may be necessary to use mitigation fees to augment cash flow when it comes time to construct the final elementary school.

Fee Calculation

Table 4 calculates the estimated elementary school facility cost per new dwelling unit, with adjustments for the GO bond funding and anticipated state funding.

Table 4
Development Impact Fee Nexus Study 2016 Update
Elementary School Fee Calculation (2016 \$s)

		Student Capacity	Assumed Facility Cost	Cost per Student	Cost per Dwelling Unit [1]	Cost per Sq. Ft. 2,727 sq ft / unit [2]
Elementary School						
New Elementary School	[3]	600	\$27,000,000	\$45,000	\$33,149	\$12.16
Mello-Roos CFD Special Taxes	[4]	600	(\$11,800,000)	(\$19,667)	(\$14,487)	(\$5.31)
Available G.O. Bond Funding	[5]	600	\$0	\$0	\$0	\$0.00
Credit for State Funding	[6]	600	(\$6,380,400)	(\$10,634)	(\$7,833)	(\$2.87)
Fees required to fund MS		600	\$8,819,600	\$14,699	\$10,828	\$3.97

ms sum

[1] Cost per dwelling unit is based on SGRs in Table 2

[2] EPS used the records of the Placer County Assessor to determine the number of residential units constructed from 2010 to 2014, then used the square footage from these records to determine the average square foot per dwelling unit.

[3] EPS estimates the current bonding capacity from CFD No. 3 is approximately \$11.8 million based upon the most recent special tax levy on existing development in Whitney Ranch.

[4] Estimated cost of one new permanent facility in Whitney Ranch.

[5] There is no GO Bond monies available for the construction of K-6 schools.

[6] The per student grant for new school construction for 2016 is \$10,634. Grants currently are not available for Rocklin USD for new construction.

4. MIDDLE SCHOOL COSTS

The two classroom wings to be added to existing middle schools are expected to be constructed from three funding sources:

- State funding from the School Facilities Program.
- Part of the 1998 GO bond.
- Mitigation fees.

State Funding

The passage of Proposition 1D in 2006 signified the voters' continued support of funding school facilities with state bonds. If the new classroom wings at each of the existing middle schools will not be constructed with Proposition 1D funds, it is anticipated they would be funded by future statewide bonds. At this time, there are no state funds available to fund the middle school additions.

Although state funding is purported to be a 50/50 program (50 percent of the cost coming from the state and 50 percent coming from local sources), the District's standards exceed state standards; thus, the state's 50 percent represents approximately one-third of the actual cost.

Mello-Roos Community Facilities District (CFD) Special Taxes and Bond Proceeds

The developers of Whitney Ranch approved the formation of the CFD No. 3 in January of 2003. The CFD is authorized to levy a special tax on new residential development within the boundaries of the CFD. The CFD is authorized to fund the costs of constructing new elementary and middle schools. The District is authorized to issue up to \$36 million in CFD bonds to fund construction costs for middle schools. Special taxes not needed to fund debt service on outstanding CFD bonds may be used to fund the costs of constructing elementary and middle schools. The District has not issued debt as of this date through the CFD.

EPS estimates the current bonding capacity for the CFD, based upon the most recent special tax levy on residential development in Whitney Ranch, is approximately \$11.8 million.

GO Bonds

The voters passed a GO bond for middle school facilities in 1998. The majority of the bond was necessary to expand and modernize the existing Spring View Middle School to serve existing students. Residential development that generates the need for new classroom wings at each of the existing middle schools also will repay a portion of the bond.

The GO bond will be paid off by taxes assessed districtwide, but the homeowners can be divided into three groups:

- Existing homes.
- New homes generating the need for Granite Oaks Middle School.

- New homes generating the need for additional classrooms at existing middle schools.

Existing homeowners will pay off the bonds over a 25-year period and have been allocated the share of bonds required to renovate and house existing students at Spring View Middle School and the new Granite Oaks Middle School. This includes 11.5 percent of the cost of Granite Oaks Middle School because 98 students (existing at the time of bond passage) are part of the new 800-student campus.

The October 2013 enrollment of 1,771 middle school students exceeds the design capacity of the two existing middle schools. New homes will generate the need for additional classrooms at existing middle schools. EPS originally allocated the GO bond funding available for new construction with the following considerations:

- Number of years taxes are paid. For example, new homes built in 2001 will pay for 23 years. New homes built the next year will pay for 22 years. Each consecutive year the homes pay for fewer years.
- Taxes paid will increase each year as assessed values increase. Assessed-value increases are limited to 2 percent each year by Proposition 13.

Table 5 shows most of the bond proceeds were directed towards existing facility needs. A portion of the bond (\$5.8 million) was available for meeting the impacts of new students. Using the above criteria, it was determined that residential development that generates the need for new classroom wings at each existing middle school will pay for about one-third of the new school portion of the bond. This translates to about 12 percent of the bond proceeds or \$1.95 million. This repayment is reflected as a credit in the cost calculations for the new classroom wings at each existing middle school.

Mitigation Fees

Mitigation fees will pay the balance of the costs and will be used for cash flow purposes. Although \$1.95 million of the bond originally was allocated to the third middle school, financial rules require that all bond funds be spent on Granite Oaks and Spring View Middle Schools. Therefore, from a cash flow standpoint, the portion of the bonds that originally were designated for the third middle school have been spent on current needs, and a portion of future middle school fees will be set aside to provide approximately \$2 million in the future for the additional classrooms at existing middle schools.

Fee Calculation

Table 6 calculates the estimated middle school facility cost per new dwelling unit, with adjustments for the GO bond funding and anticipated state funding.

**Table 5
Development Impact Fee Nexus Study 2016 Update
Available GO Bond Fund Calculation**

COST BASIS	1998 Dollars [1]	Actual Dollars	Percentage
GO Bonds Available	\$16,212,000	\$16,212,000	100%
Needs for Existing Students			
Spring View Expansion	\$7,000,000	\$7,715,000	
Initial Expansion to Spring View	\$565,000	\$576,000	
Existing Student Share (11.5%) of Granite Oaks	\$2,132,000	\$2,132,000	
Subtotal	\$9,697,000	\$10,423,000	64%
Net Bonds Available for New Students	\$6,515,000	\$5,789,000	36%
Share of bonds paid by units filling up Granite Oaks Middle School	66%	\$3,838,000	24%
Share of bonds paid by units requiring future middle school facilities.	34%	\$1,951,000	12%

Houses that generate the need for Granite Oaks Middle School will pay about 2/3 of the bond repayment (new student portion). Houses that generate the need for future middle schools will pay about 1/3 of the bond repayment (new student portion).

[1] Year in which bond was passed.

"bond"

Table 6
Development Impact Fee Nexus Study 2016 Update
Middle School Fee Calculation (2016 \$s)

		Student Capacity	Assumed Facility Cost	Cost per Student	Cost per Dwelling Unit [1]	Cost per Sq. Ft. 2,727 sq ft / unit [2]
Middle School						
New Classroom Wings	[3]	810	\$23,100,000	\$28,519	\$4,235	\$1.55
Available G.O. Bond Funding	[4]	810	(\$1,951,000)	(\$2,409)	(\$358)	(\$0.13)
Credit for State Funding	[5]	810	(\$9,110,070)	(\$11,247)	(\$1,670)	(\$0.61)
Fees required to fund MS		810	\$12,038,930	\$14,863	\$2,207	\$0.81

ms sum

[1] Cost per dwelling unit is based on SGRs in Table 2

[2] EPS used the records of the Placer County Assessor to determine the number of residential units constructed from 2010 to 2014, then used the square footage from these records to determine the average square foot per dwelling unit.

[3] Estimated cost of one new permanent facility each at Springview and Granite Oaks Middle Schools provided by California Design West (including a 5-percent contingency).

[4] From Table 4.

[5] The per student grant for new school construction for 2016 is \$11,247. Grants currently are not available for Rocklin USD for new construction.

5. HIGH SCHOOL COSTS

Significant residential development early in the 1990s resulted in significant overcrowding at Rocklin High School. To relieve the overcrowding and provide classrooms for students from future development, the District constructed Whitney High School.

Funding for Whitney High School came from these four sources:

- Mitigation fees paid by completed development.
- Mitigation fees paid by future development.
- State funding from the School Facilities Program.
- Part of the 2002 GO bond.

State Funding

The passage of Proposition 1D signified the voters' continued support of funding school facilities with state bonds. The District used significant-eligibility State funding and received \$32,633,218 in State funding for Whitney High School for land acquisition, site development, and construction.

GO Bond

The voters passed a GO bond for high school facilities in 2002. The bond was sized so the District had enough funds to build the school now with repayment of the bond coming from both ad valorem taxes and future mitigation fee revenue. New homes will continue to be built after the last schools are constructed, and mitigation fees from those homes are expected to be used to pay down the remaining GO bonds at that time.

Mitigation Fees

Table 7 calculates the estimated high school facility cost per new dwelling unit based on the actual cost of the school. The mitigation fee is based on the need, after accounting for a contribution from GO bonds and actual state funding.

**Table 7
Development Impact Fee Nexus Study 2016 Update
High School Fee Calculation (2016 \$s)**

		Student Capacity	Facility and Land Cost (2016 \$s)	Cost per Student	Cost per Dwelling Unit	Cost per Sq. Ft. 2,727 sq ft / unit [2]
					[1]	
Whitney High School						
New School	[3]	1,800	\$95,996,433	\$53,331	\$14,996	\$5.50
Applicable G.O. Bond Funding	[4]	1,800	(\$17,333,333)	(\$9,630)	(\$2,708)	(\$0.99)
Credit for State Funding	[5]	1,800	(\$25,759,800)	(\$14,311)	(\$4,024)	(\$1.48)
Fees required to fund HS		1,800	\$52,903,300	\$29,391	\$8,264	\$3.03

hs sum

[1] Cost per dwelling unit is based on the weighted SGRs in Table 2.

[2] EPS used the records of the Placer County Assessor to determine the number of residential units constructed from 2010 to 2014, then used the square footage from these records to determine the average square foot per dwelling unit.

[3] Actual cost.

[4] The GO Bond was structured to have 1/3rd of the \$52 million be applied to the high school.

[5] Actual State funding.

6. DISTRICTWIDE SUPPORT COSTS

The 1999 Update evaluated its then-present districtwide support facilities to determine the additional facilities needed to support the growth envisioned in the 2000 Facilities Master Plan. **Table 8** has been updated to show the projected growth based on the 2014 Facilities Master Plan.

Table 8
Summary of Projected Enrollment Growth

Year	Projected Enrollment	Cumulative Growth
Base Enrollment 2000–01	7,425	
Buildout	13,679	6,254

In 1999, the District identified the following support facilities necessary to support anticipated growth, and this 2016 Update will include the cost of these facilities in its development impact fee:

- Transportation yard expansion.
- Maintenance and food services warehouse.
- District office.
- Administrative costs.

The remainder of this chapter provides the nexus justification for each facility or cost. **Table 9** shows the calculation of the fees needed to fund districtwide facilities and facilities office administration, and **Table 10** shows the project costs for these support facilities.

As staff and equipment increase, the transportation yard was required to be expanded to house and maintain the larger number of busses. The District's cost to expand the transportation yard was \$2,454,507.50, which has been divided by the 6,254 additional students expected from the baseline year through buildout.

The new maintenance facility and food services warehouse have been constructed. The total cost of construction was approximately \$6,000,000. The estimated cost has been divided by the 9,178 students in grades K–8 at buildout.

The new District office ultimately will serve the entire District. The final cost of \$3.9 million has been divided by the 13,679 students expected through buildout.

There is an administrative cost to manage construction projects, state funds, CFD funds, and bond funds. About 85 percent of the 2007–08 facilities office expenses (\$250,000) are used as the baseline for administrative costs. The \$3,325,000 cost shown is the inflated cost through buildout. Depending on the level of development and construction activity, this amount may vary in the future.

**Table 9
Development Impact Fee Nexus Study 2016 Update
Supplemental K-12 Fee for Support Facilities and Administration (Actual Costs)**

Facilities	Additional Students Served [1]	Project Cost	Cost per Student [2]	Cost per Dwelling Unit	Cost per Sq. Ft. 2,727 sq ft / unit [3]
Support Facility Expenses See Table 9					
Transportation Yard Improvement	4,825	\$2,454,508	\$509		
Maintenance and Food Service Warehouse	8,640	\$6,000,000	\$694		
District Office Improvements	12,250	\$3,900,000	\$318		
Total Support Expenditures		\$12,354,508	\$1,522		
Administration [4]					
Salaries and Benefits allocated to building program	1,633	\$3,325,200	\$2,036		
Support and Other Facility Cost Fee		\$15,679,708	\$3,558	\$2,180	\$0.80

supp

Sources: Rocklin USD and EPS

[1] 4,825 students represent the increase in students from 00/01 through buildout. 00/01 is the baseline date because that was the year that the existing support facilities reached capacity. The new Central Kitchen will serve grades K-8 (9,178 students at buildout), and the District Office will serve the buildout enrollment of 13,679 students.

[2] May not add due to rounding.

[3] EPS used the records of the Placer County Assessor to determine the number of residential units constructed from 2008 to 2012, then used the square footage from these records to determine the average square foot per dwelling unit

[4] Administrative expenses are based on an 85% proration of inflated administrative costs through buildout (see Master Plan).

Table 10
Development Impact Fee Nexus Study 2016 Update
Summary of Costs of Support Facilities

	Transportation Yard	Maintenance & Food Service Warehouse	District Office
Construction	\$2,454,508	\$4,080,000	
Plans	[1]	\$600,000	
Tests and Inspection	[1]	\$120,000	
Furniture and Equipment	[1]	\$900,000	
Contingency	[1]	\$300,000	
Project Cost	\$2,454,508	\$6,000,000	\$3,900,000

sc

Sources: Rocklin USD, EPS

[1] Included in construction costs.

7. *NONRESIDENTIAL IMPACTS*

New retail, office, industrial, and warehouse development creates new jobs and increases the demand for housing. Some new employees will move into existing housing, others into new housing, and still others into housing in other school districts. As new households move into the District, the schools are directly impacted by the additional students added by these households. The impact of new students generated by new housing is mitigated by the residential school impact fee.

For the existing housing base, the impact on the District occurs when a new household with school-aged children moves into the District. Over time, households with and without school-aged children will move in and out of the District. An impact occurs when a new household with school-aged children moves into the District replacing an existing household without school-aged children. When this happens, this household is not subject to residential developer fees; therefore, the impacts on the District of these additional children are not mitigated by the homeowner.

Table 11 shows the calculation of the school facility impact for nonresidential development. The impact is quantified per 1,000 square feet of building by estimating the number of employees and households with children moving into existing homes without children. This impact then is converted to a per-square-foot basis and compared to the state authorized development impact fee amount. Overall, the current findings show there are between 0.007 and 0.50 households (that move into existing houses and add children to the District) per 1,000 square feet of new nonresidential development, depending on the type of development.

Based on the average cost per residential unit of \$23,479 for grade K–12 facilities and support facilities, the cost per 1,000 square feet of building ranges from \$175 for self-storage uses to \$11,667 for office uses. On a per-square-foot basis, the cost of new school facilities ranges from \$0.18 to \$11.67 per square foot.

For all office, retail, industrial, and warehouse nonresidential development, the District can assess the statutory maximum of \$0.56 per square foot of assessable space. For self-storage units, the District can assess \$0.16 per square foot.

Table 11
Development Impact Fee Nexus Study 2016 Update
Nonresidential Fee Calculation

	Calculation	Office	Retail	Industrial	Warehouse	Self-Storage
Square Feet per Employee [1]	a	225	500	750	1,400	15,000
Employees per 1,000 Sq. Ft.	$b = 1,000/a$	4.44	2.00	1.33	0.71	0.07
Percent of Employees Forming Households [2]	c	63%	63%	63%	63%	63%
Households per 1,000 Sq. Ft.	$d = b \times c$	2.79	1.25	0.84	0.45	0.04
Share of Households Moving into New Housing [3]	e	13%	13%	13%	13%	13%
Share of Households Moving into Existing Housing [3]	$f = 1 - e$	87%	87%	87%	87%	87%
Households Moving into Existing Housing per 1,000 Sq. Ft.	$g = d \times f$	2.41	1.09	0.72	0.39	0.04
Share of Households with School Age Children Moving into Existing Housing and Replacing Households with No Children in the School System [2]	h	21%	21%	21%	21%	21%
Households Moving into Existing Housing and Adding Children to the School System per 1,000 Sq. Ft.	$i = g \times h$	0.50	0.22	0.15	0.08	0.007
School Facilities Cost per Dwelling Unit [4]	j	\$23,479	\$23,479	\$23,479	\$23,479	\$23,479
School Facilities Cost Assigned to 1,000 Sq. Ft. Equivalent Dwelling Units	$k = i \times j$	\$11,667	\$5,250	\$3,500	\$1,875	\$175
Cost per Sq. Ft.	$l = k/1,000$	\$11.67	\$5.25	\$3.50	\$1.88	\$0.18
Maximum Development Impact Fee per Sq. Ft.	m	\$0.56	\$0.56	\$0.56	\$0.56	\$0.56
Surplus/(Shortfall) per Sq. Ft.	$n = m - l$	(\$11.11)	(\$4.69)	(\$2.94)	(\$1.32)	\$0.38
Recommended Fee		\$0.56	\$0.56	\$0.56	\$0.56	\$0.18

nr fees

[1] Source: San Diego Traffic Generators, 1990 (SANDAG) and EPS.

[2] From Table A-1.

[3] From Table A-2

[4] Based on the total single-family costs from Tables 4, 6, 7 and 9.

8. 2016 REVISION TO DEVELOPMENT IMPACT FEES

Residential Impacts

This 2016 Update calculates the cost of District facilities and the resulting fee for new residential construction based on Government Code Section 65995. This type of school impact fee was formerly known as the Stirling fee and is now known as a Level 1 fee.

Level 2 and Level 3 fees were authorized by Senate Bill (SB) 50 and Proposition 1A in 1988 and can be adopted as alternatives to the Level 1 fee. Level 2 fees are the fees allowed when the State School Facilities Program has available funds. Level 3 fees are allowed after the State is no longer apportioning projects because of a lack of state bond funds. To levy Level 2 or Level 3 fees, a District must complete a School Facilities Needs Analysis (SFNA) using state cost standards in a strict formula, rather than District standards. Level 2 fees also must account for Mello-Roos CFD taxes and must be spent only on school facilities, not support facilities. Because the District has a great need for support facilities and actually will collect less in fees if the Mello-Roos CFD is included in the computation, the District has chosen to calculate the fees for grade K-12 educational facilities and districtwide support facilities under the legal requirements for Level 1 fees.

Previous chapters reviewed the justification for updating the development impact fee calculation for the following factors:

- Whitney Ranch New Elementary School
- The need for additional classrooms at existing middle schools.
- The need for Whitney High School.
- GO bond funding for schools.
- Actual and projected stated funding for schools.
- Costs for districtwide support facilities.

Summary

Table 12 shows that the total costs attributable to new residential development exceed the statutory limit for Level 1 fees of \$3.48 per square foot. Therefore, this 2016 Update recommends that the District adopt a fee of \$3.48 per square foot of new residential development.

Nonresidential Impacts

As detailed earlier in this report, nonresidential development impacts the District. With the exception of storage units, the District can assess the maximum statutory fee of \$0.56 per square foot of development.

Table 12
Development Impact Fee Nexus Study 2016 Update
Estimated Residential Fee Summary

DRAFT

		Cost per Sq. Ft.
Residential Fee Summary		
Elementary School Fee	[1]	\$3.97
Middle School Fee	[2]	\$0.81
High School Fee	[3]	\$3.03
Districtwide Support Services Fee	[4]	\$0.80
Justified Fee		\$8.61
Maximum Fee Allowed by Statute		\$3.48
Recommended Residential Fee		\$3.48

sum2

- [1] From Table 4.
- [2] From Table 6.
- [3] From Table 7.
- [4] From Table 9.

Senior Housing Impacts

Age-restricted senior housing projects require residents to be 55 years old or older; therefore, school-aged children will not be generated directly by the project. Senior projects, however, do cause an increase in the need for support services, such as retail, travel, banking, healthcare, and entertainment. Additional workers come to the project to fill the jobs provided by the increased support services. The workers bring with them school-aged children. As with nonresidential projects, it can be stated that the senior housing project indirectly impacts school facilities. By law, development impact fees are limited to the maximum nonresidential fee, as long as they are justified by nexus requirements.

This impact may not occur immediately after construction of the senior units. As the senior community builds out, the need for the support services will occur over time. Because there is no ability to collect the fee at the time the school impact occurs after the senior housing construction, the impact fee is being estimated before development and will be collected at the time the unit is constructed.

Table 13 shows the senior housing fee justification for school facilities. **Appendix A** includes supporting census and housing projection data used in the calculation. As mentioned above, senior housing generates the need for more services, which are filled by new employees. The senior housing impact is calculated by estimating the number of new jobs generated by one senior housing unit, then the subsequent number of new local households with school-aged children replacing existing households without school-aged children. This number of new households is multiplied by the facility costs caused by a new household to arrive at the school facilities cost caused by one new senior housing unit. This cost is converted to a cost per square foot.

The number of jobs generated by one senior housing unit on which this calculation was based was estimated using data from the Consumer Expenditure Survey from the United States Bureau of Labor Statistics and the Economic Census from the United States Census. The Consumer Expenditure Survey provides data for households at a variety of income levels, detailing the amounts that typical households spend on things like "Food at Home," "Apparel and Services," and "Vehicle Maintenance and Repairs." The household's typical expenditures were converted to the number of jobs created by their spending. The first step in this process is to determine how much of an industry's gross receipts are used to pay wages and employee compensation. EPS relied on data from the Economic Census,² which provides employment, gross sales, and payroll data by industry for the City. In certain instances, Rocklin data were not available for every Economic Census industry—in those cases, EPS relied on statewide Economic Census data for that industry.

² Note that the Consumer Expenditure Survey data is based on information current as of 2012. The latest data available for the Economic Census was published in 2007. Because the data sources were from different years, EPS converted the 2012 expenditures to 2007 dollars using the Consumer Price Index (CPI) for the San Francisco Metropolitan Statistical Area (MSA) from the Bureau of Labor Statistics.

To link the Economic Census data and the Consumer Expenditure Survey data, EPS made determinations as to the industries involved with expenditures in various categories. For example, purchases in the Consumer Expenditure Survey's "Food at Home" category likely would involve the Economic Census's "Food & Beverage Stores" industry. By contrast, purchases in the Consumer Expenditure Survey's "Entertainment Fees and Admissions" category were attributed to the Economic Census' "Arts, Entertainment, and Recreation" industry. Where more than one Economic Census category was attributable to a Consumer Expenditure Survey category, EPS estimated the proportion of expenditures associated with each Economic Census category.

After determining the amount of the household's expenditures that were used for employee wages, an estimation of the number of employees those aggregate wages represent is required. EPS calculated the number of workers supported by that spending using the average wage per worker (also from the Economic Census). **Table A-3 in Appendix A** distinguishes between the typical incomes of workers in different types of retail stores (e.g., "food and beverage stores" versus "general merchandise stores"), rather than assuming all retail-sector workers earn the same income. However, the average wage is used for each subcategory of industry employment and represents a reasonable proxy for the range of incomes in that group: while some employees will have higher wages, others will have lower incomes.

To calculate the number of households supported by the expenditures of market-rate housing units, EPS estimated the employees' household formation rates. There was an average of approximately 1.58 workers per working household in the City.³ This factor was used to estimate the number of households formed by the employees and the average total incomes of those households. This assumption implies the workers in a given household will have roughly equivalent pay per hour. While certainly there will often be some variation in wages per employee within a household, on average, this assumption is reasonable because it implies comparable levels of education and training among all workers in a household. Then the total jobs by industry were summed to obtain an estimated 0.14 total jobs created per unit.

It is important to note that the nonresidential fee does not pay for all of the nonresidential impact and has left a shortfall. This gap could, in part, be lessened by a fee imposed on senior housing. The calculated impact for age-restricted senior housing is less than the maximum allowable fee of \$0.56 per square foot; therefore, the District is justified in assessing up to \$0.06 per square foot of age-restricted senior housing development.

Summary of Recommended Development Impact Fees

The total impact of new development on the District's future facility needs is greater than the maximum State-authorized development impact fees of \$3.48 per square foot of residential building, \$0.06 for senior housing, and \$0.56 per square foot of nonresidential building (except for self-storage units). Therefore, funding for the grade K-12 school facilities and support services required to serve future development in the District will come from a variety of sources.

³ Workers per working household based on American Community Survey (ACS) Census data, current as of March 2016.

9. NEXUS FINDINGS

This chapter presents the findings necessary to establish development impact fees in accordance with Government Code Section 66000 et. seq. For each facility for which the District will levy a development impact fee, the findings must state (1) the purpose of the fee, (2) the use of the fee, (3) the relationship between the use of the fee and the type of development, (4) the relationship between the need for the facility and the type of project, and (5) the relationship between the amount of the fee and the cost or portion of cost attributed to new development. The specific findings for school facilities are presented below:

- **Purpose of fee:** Provide school facilities and support facilities for students generated by new development in the District. The fee will be used to fund elementary school, middle school, high school, and districtwide support facilities for which there is no other reasonable funding source.
- **Use of fee:** Expansion and modernization of existing schools, construction of new schools, and provision of District support facilities necessary to provide adequate school facilities for students from new development.
- **Relationship between use of fee and type of development:** Development of new residential and nonresidential land uses will generate additional grade K–12 students and the need for school facilities to house them. Because projected grade K–12 students exceed existing capacity, new facilities must be constructed. The fees will be used to fund new development’s share of necessary school facilities.
- **Relationship between need for facility and type of project:** Residential development will result in the direct increase of students in grades K–12 to be served by the District, which will increase the total number of students that need to be served by the District. Because the District does not have current capacity to serve all additional students adequately, new school facilities must be constructed to serve future additional students.
- **Relationship between amount of fee and cost of or portion of facility attributed to development on which fee is imposed:** As shown in this study’s analysis, the amount of new development’s impact fees is fully based on mitigating its share of new school facilities. Fees for new development are commensurate with the cost of new school construction.
- **Establish a separate account:** The District has established a separate capital facilities account as required by Government Code 66006. All interest revenue also will be deposited in this account. The monies in this account will be expended only for the purpose for which the fees were collected. The District must make specific information about the account available 180 days after the end of each fiscal year.

10. CALIFORNIA ENVIRONMENTAL QUALITY ACT

California Code of Regulations, Title 14, Division 6, Chapter 3, Article 18, Section 15273(a)(4) exempts the establishment or modification of charges by public agencies, which the public agency finds are for the purpose of obtaining funds for capital projects necessary to maintain service in existing service areas.

Furthermore, Section 15273(c) requires that "the public agency shall incorporate written findings in the record of any proceeding in which an exemption under this section is claimed setting forth with specificity the basis for the claim of exemption."

This study provides evidence necessary to make the finding that development impact fees are required to provide funds for capital improvement projects to provide school facilities in the District. Therefore, this study provides the findings and basis for the claim of exemption.

The California Environmental Quality Act Notice of Exemption is found in **Appendix B**.



APPENDICES:

Appendix A: Support Tables for
Nonresidential Costs

Appendix B: California Environmental Quality Act
Notice of Exemption



APPENDIX A:

Support Tables for Nonresidential Costs

Table A-1	2010 Census Data—City of Rocklin.....	A-1
Table A-2	Households Moving into Existing and New Homes	A-2
Table A-3	Household Expenditures and Employment Generation (3 pages).....	A-3

**Table A-1
Development Impact Fee Nexus Study 2016 Update
2010 Census Data - City of Rocklin**

Total occupied households	a	20,800
Total households with children	b	14,757
Percentage of households with children	$c = b / a$	71%
Percentage of households without children	$d = 1 - c$	29%
Probability of household with children moving into house where previous residents had no children	$e = c \times d$	21%
Employed residents per household [1]	f	1.59
Percent of Employees Forming Households	$g = 1/f$	63%

Source: 2010 U.S. Census

census

Total employees	h	16,071
Employees working in the city of residence	i	2,705
Percentage of employees who work in city of residence	$j = i/h$	17%

Source: Department of Finance. Census, California EDD

[1] From Table A-3.

Table A-2
Development Impact Fee Nexus Study 2016 Update
Households Moving into Existing and New Homes

	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Existing homes [1]	14,421	14,996	16,440	17,700	19,175	19,679	19,924	20,366	21,036	21,216	22,010	22,287	22,372	22,502	22,617	22,862
New homes [1]	n/a	575	1,444	1,260	1,475	504	245	442	670	180	794	277	85	130	115	245
Existing turnover - 5% [2]	721	750	822	885	959	984	996	1,018	1,052	1,061	1,101	1,114	1,119	1,125	1,131	1,143
Total households moves	n/a	1,325	2,266	2,145	2,434	1,488	1,241	1,460	1,722	1,241	1,895	1,391	1,204	1,255	1,246	1,388
Percentage of household moves into existing vs. new homes:																
% Existing	n/a	57%	36%	41%	39%	66%	80%	70%	61%	85%	58%	80%	93%	90%	91%	82%
% New	n/a	43%	64%	59%	61%	34%	20%	30%	39%	15%	42%	20%	7%	10%	9%	18%
														2014-15 average		
														% Existing		87%
														% New		13%

"homes"

[1] Source: Department of Finance

[2] EPS assumption

Table A-3
School Mitigation Fee Justification
Household Expenditures and Employment Generation

Item	% of Household Income Spent per Category [1]	% of Category Expenditure per Type of Business [2]	2014 Expenditures [3]	2012 Expenditures [4]	2012 Expenditures per 1000 Households	Gross Receipts to Wages	2012 Total Wages	2012 Avg. Wage	# of Workers	Workers/ HH [5]	Total Worker HH	2012 Avg. Worker HH Income
Calculation	a	b	c	d	e = d * 1000	f	g = e * f	h	i = g / h	j	k = i * j	l = h * j
Food at Home [6]	8.8%	100%	\$3,643	\$3,465								
Food & Beverage Stores		100%	\$3,643	\$3,465	\$3,465,003	10.04	\$345,130	\$29,331	12	1.58	7	\$48,334
Food Away From Home	4.9%	100%	\$2,083	\$1,981								
Food Services and Drinking Places		100%	\$2,083	\$1,981	\$1,981,002	3.38	\$585,566	\$15,096	39	1.58	25	\$23,847
Alcoholic Beverages	0.7%	100%	\$0	\$0								
Food & Beverage Stores		50%	\$0	\$0	\$0	10.04	\$0	\$29,331	0	1.58	0	\$48,334
Food Services and Drinking Places		50%	\$0	\$0	\$0	3.38	\$0	\$15,096	0	1.58	0	\$23,847
Housing Maintenance, Repairs, Insurance, Other expenses	2.5%	100%	\$1,003	\$954								
Personal and Household Goods Repair and Maintenance [7]		45%	\$451	\$429	\$429,300	4.00	\$107,272	\$28,341	4	1.58	2	\$44,769
Building Material and Garden Equipment and Supplies Dealer		45%	\$451	\$429	\$429,300	7.33	\$58,606	\$33,968	2	1.58	1	\$53,658
Real Estate and Rental and Leasing		10%	\$100	\$95	\$95,400	4.35	\$21,918	\$44,857	0	1.58	0	\$70,880
Fuel oil and Other fuels [8]	0.3%	100%	\$117	\$111								
Nonstore Retailers		100%	\$117	\$111	\$111,000	10.34	\$10,738	\$45,000	0	1.58	0	\$71,085
Water and Other Public Services [8]	1.2%	100%	\$468	\$445								
Waste Management and Remediation Services [7]		100%	\$468	\$445	\$445,000	4.07	\$109,305	\$46,051	2	1.58	2	\$72,745
Household Operations Personal Services	0.4%	100%	\$145	\$138								
Nursing and Residential Care Facilities [7]		40%	\$58	\$55	\$55,200	2.50	\$22,089	\$27,624	1	1.58	1	\$43,636
Social Assistance [7]		60%	\$87	\$83	\$82,800	2.84	\$28,203	\$24,279	1	1.58	1	\$38,353
Household Operations Other Household Expenses	1.4%	100%	\$571	\$543								
Services to Buildings and Dwellings		100%	\$571	\$543	\$543,000	2.72	\$189,278	\$25,530	8	1.58	5	\$40,328
Housekeeping Supplies	1.4%	100%	\$563	\$535								
Building Materials and Garden Equipment and Supplies Dealers		10%	\$56	\$54	\$53,500	7.33	\$7,304	\$33,968	0	1.58	0	\$53,658
Food & Beverage Stores		35%	\$197	\$187	\$187,250	10.04	\$18,651	\$29,331	1	1.58	0	\$48,334
General Merchandise [7]		35%	\$197	\$187	\$187,250	12.40	\$15,095	\$22,345	1	1.58	0	\$35,297
Miscellaneous Store Retailers [7]		20%	\$113	\$107	\$107,000	7.22	\$14,813	\$22,021	1	1.58	0	\$34,785

[1] Percentage of income spent per category is based on the 2014 Consumer Expenditure Survey data for households at the median income level for seniors. Note that the sum of the categories included in this analysis is well below the total expenditures of households at this income level, and thus represent a conservative estimate of job creation and housing impacts. Expenditure categories not incorporated because of data constraints include taxes, housing and lodging, most utilities, tobacco, health insurance, personal/life insurance, cash contributions, and financing charges.

[2] Where multiple business types are likely to provide goods and services in the expenditure category, EPS has estimated the proportion accruing to each business type.

[3] 2014 expenditures are based on the estimated household income distributed based on the percent of income spent per the 2014 U.S. Consumer Expenditure Survey.

[4] 2014 expenditures converted to 2012 dollars using the CPI for the San Francisco MSA from the BLS.

[5] Based on ACS data current as of 02/23/2016.

[6] Half of the expenditures in the "Alcoholic Beverages" category of the Consumer Expenditure Survey is included in "Food At Home" and the remaining half is included in "Food Away From Home".

[7] Rocklin data not available from 2012 Economic Census. Gross receipts to wages and 2012 average wage thus based on Placer County or statewide data.

[8] Part of the Utilities, Fuels, and Public Services category, which also includes natural gas, electricity, and telephone services. Natural gas, electricity, and telephone services not estimated because data was not available in the 2012 Economic Census.

**Table A-3
School Mitigation Fee Justification
Household Expenditures and Employment Generation**

Item	% of Household Income Spent per Category [1]	% of Category Expenditure per Type of Business [2]	2014 Expenditures [3]	2012 Expenditures [4]	2012 Expenditures per 1000 Households	Gross Receipts to Wages	2012 Total Wages	2012 Avg. Wage	# of Workers	Workers/ HH [5]	Total Worker HH	2012 Avg. Worker HH Income
<i>Calculation</i>	<i>a</i>	<i>b</i>	<i>c</i>	<i>d</i>	<i>e = d * 1000</i>	<i>f</i>	<i>g = e / f</i>	<i>h</i>	<i>i = g / h</i>	<i>j</i>	<i>k = i / j</i>	<i>l = h * j</i>
Household Furnishings and Equipment	2.6%	100%	\$1,110	\$1,056								
Furniture and Home Furnishings Stores		40%	\$444	\$422	\$422,400	9.03	\$46,763	\$43,468	1	1.58	1	\$68,665
Electronics and Appliance Stores		40%	\$444	\$422	\$422,400	4.12	\$102,529	\$48,754	2	1.58	1	\$77,015
General Merchandise Stores [7]		10%	\$111	\$106	\$105,600	12.40	\$8,513	\$22,345	0	1.58	0	\$35,297
Miscellaneous Store Retailers [7]		10%	\$111	\$106	\$105,600	7.22	\$14,619	\$22,021	1	1.58	0	\$34,785
Apparel and Services	3.5%	100%	\$1,389	\$1,321								
Clothing and Clothing Accessories Stores		40%	\$556	\$528	\$528,400	7.95	\$68,444	\$9,959	7	1.58	4	\$15,732
General Merchandise		40%	\$556	\$528	\$528,400	12.40	\$42,586	\$22,345	2	1.58	1	\$35,297
Miscellaneous Store Retailers		10%	\$139	\$132	\$132,100	7.22	\$18,288	\$22,021	1	1.58	1	\$34,785
Personal and Household Goods Repair and Maintenance [7]		5%	\$69	\$66	\$66,050	4.00	\$16,504	\$28,941	1	1.58	0	\$44,769
Dry Cleaning and Laundry Services [7]		5%	\$69	\$66	\$66,050	3.31	\$19,944	\$26,707	1	1.58	0	\$42,188
Vehicle Purchases (net outlay)	5.2%	100%	\$2,071	\$1,970								
Motor Vehicle and Parts Dealers		100%	\$2,071	\$1,970	\$1,970,002	10.65	\$184,988	\$51,165	4	1.58	2	\$80,855
Gasoline and motor oil	5.7%	100%	\$2,287	\$2,175								
Gasoline Stations		100%	\$2,287	\$2,175	\$2,175,002	50.21	\$43,317	\$19,351	2	1.58	1	\$30,568
Vehicle Maintenance and Repairs	1.7%	100%	\$663	\$631								
Repair and Maintenance		100%	\$663	\$631	\$631,001	3.64	\$173,367	\$29,742	6	1.58	4	\$48,982
Medical Services	1.2%	100%	\$490	\$468								
Ambulatory Health Care Services		40%	\$196	\$186	\$186,400	2.88	\$62,560	\$39,417	2	1.58	1	\$62,266
General Medical and Surgical Hospitals [7]		30%	\$147	\$140	\$139,800	2.91	\$48,060	\$68,845	1	1.58	0	\$108,751
Nursing and Residential Care Facilities [7]		30%	\$147	\$140	\$139,800	2.50	\$55,942	\$27,624	2	1.58	1	\$43,636
Drugs	1.2%	100%	\$479	\$456								
Health and Personal Care Stores		100%	\$479	\$456	\$456,000	9.43	\$48,342	\$29,099	2	1.58	1	\$45,967
Medical Supplies	0.3%	100%	\$128	\$122								
Health and Personal Care Stores		100%	\$128	\$122	\$122,000	9.43	\$12,934	\$29,099	0	1.58	0	\$45,967
Entertainment Fees and Admissions	0.7%	100%	\$288	\$274								
Arts, Entertainment, & Recreation [7]		100%	\$288	\$274	\$274,000	3.65	\$75,069	\$14,350	5	1.58	3	\$22,669

[1] Percentage of income spent per category is based on the 2014 Consumer Expenditure Survey data for households at the median income level for seniors. Note that the sum of the categories included in this analysis is well below the total expenditures of households at this income level, and thus represent a conservative estimate of job creation and housing impacts. Expenditure categories not incorporated because of data constraints include taxes, housing and lodging, most utilities, tobacco, health insurance, personal/life insurance, cash contributions, and financing charges.

[2] Where multiple business types are likely to provide goods and services in the expenditure category, EPS has estimated the proportion accruing to each business type.

[3] 2014 expenditures are based on the estimated household income distributed based on the percent of income spent per the 2014 U.S. Consumer Expenditure Survey.

[4] 2014 expenditures converted to 2012 dollars using the CPI for the San Francisco MSA from the BLS.

[5] Based on ACS data current as of 02/23/2016.

[6] Half of the expenditures in the "Alcoholic Beverages" category of the Consumer Expenditure Survey is included in "Food At Home" and the remaining half is included in "Food Away From Home".

[7] Rockin data not available from 2012 Economic Census. Gross receipts to wages and 2012 average wage thus based on Placer County or statewide data.

[8] Part of the Utilities, Fuels, and Public Services category, which also includes natural gas, electricity, and telephone services. Natural gas, electricity, and telephone services not estimated because data was not available in the 2012 Economic Census.

Table A-3
School Mitigation Fee Justification
Household Expenditures and Employment Generation

Item	% of Household Income Spent per Category [1]	% of Category Expenditure per Type of Business [2]	2014 Expenditures [3]	2012 Expenditures [4]	2012 Expenditures per 1000 Households	Gross Receipts to Wages	2012 Total Wages	2012 Avg. Wage	# of Workers	Workers/HH [5]	Total Worker HH	2012 Avg. Worker HH Income
Calculation	a	b	c	d	e = d * 1000	f	g = e / f	h	i = g / h	j	k = i / j	l = h * j
Entertainment Audio and Visual Equipment and Services	2.6%	100%	\$1,017	\$967								
Electronics and Appliance Stores		100%	\$1,017	\$967	\$967,001	4.12	\$234,719	\$48,754	5	1.58	3	\$77,015
Entertainment Pets, Toys, Hobbies, and Playground Equip.	1.3%	100%	\$525	\$499								
Sporting Goods, Hobby, and Musical Instrument Stores		40%	\$210	\$200	\$199,600	12.84	\$15,549	\$19,622	1	1.58	1	\$30,996
Miscellaneous Store Retailers		40%	\$210	\$200	\$199,600	7.22	\$27,632	\$22,021	1	1.58	1	\$34,785
Veterinary Services [7]		20%	\$105	\$100	\$99,800	2.94	\$33,986	\$34,911	1	1.58	1	\$55,147
Other Entertainment Supplies, Equipment, and Services	0.6%	100%	\$241	\$229								
Sporting Goods, Hobby, and Musical Instrument Stores		85%	\$205	\$195	\$194,650	12.84	\$15,163	\$19,622	1	1.58	0	\$30,996
Photographic Services [7]		15%	\$36	\$34	\$34,350	4.40	\$7,808	\$24,707	0	1.58	0	\$39,029
Personal Care Products and Services	1.3%	100%	\$507	\$482								
Unspecified Retail		50%	\$253	\$241	\$241,000	10.34	\$23,319	\$32,678	1	1.58	0	\$51,620
Personal Care Services		50%	\$253	\$241	\$241,000	2.57	\$93,763	\$14,589	6	1.58	4	\$23,045
Reading	0.2%	100%	\$84	\$80								
Sporting Goods, Hobby, and Musical Instrument Stores		100%	\$84	\$80	\$80,000	12.84	\$6,232	\$19,622	0	1.58	0	\$30,996
Education	1.4%	100%	\$557	\$530								
Educational Services		100%	\$557	\$530	\$530,000	2.30	\$230,617	\$17,260	13	1.58	8	\$27,296
Tobacco Products and Smoking Supplies	0.9%	100%	\$363	\$345								
Unspecified Retail		100%	\$363	\$345	\$345,000	10.34	\$33,382	\$32,678	1	1.58	1	\$51,620
Miscellaneous [9]	1.5%	100%	\$607	\$577								
Accounting [7]		25%	\$152	\$144	\$144,250	2.98	\$48,347	\$37,088	1	1.58	1	\$58,586
Architectural, Engineering, and Related		25%	\$152	\$144	\$144,250	3.50	\$41,167	\$59,500	1	1.58	0	\$93,990
Specialized Design Services [7]		25%	\$152	\$144	\$144,250	3.29	\$43,912	\$60,488	1	1.58	0	\$95,551
Death Care Services [7]		25%	\$152	\$144	\$144,250	3.65	\$39,510	\$28,255	1	1.58	1	\$44,633
Total per 1,000 Households										144		91
Total per Household										0.14		0.09

Source: 2014 Consumer Expenditure Survey, U.S. Bureau of Labor Statistics; 2012 Economic Census, U.S. Census Bureau; Census 2015; Economic & Planning Systems, Inc.

[1] Percentage of income spent per category is based on the 2014 Consumer Expenditure Survey data for households at the median income level for seniors. Note that the sum of the categories included in this analysis is well below the total expenditures of households at this income level, and thus represent a conservative estimate of job creation and housing impacts. Expenditure categories not incorporated because of data constraints include taxes, housing and lodging, most utilities, tobacco, health insurance, personal/life insurance, cash contributions, and financing charges.

[2] Where multiple business types are likely to provide goods and services in the expenditure category, EPS has estimated the proportion accruing to each business type.

[3] 2014 expenditures are based on the estimated household income distributed based on the percent of income spent per the 2014 U.S. Consumer Expenditure Survey.

[4] 2014 expenditures converted to 2012 dollars using the CPI for the San Francisco MSA from the BLS.

[5] Based on ACS data current as of 02/23/2016.

[6] Half of the expenditures in the "Alcoholic Beverages" category of the Consumer Expenditure Survey is included in "Food At Home" and the remaining half is included in "Food Away From Home".

[7] Rocklin data not available from 2012 Economic Census. Gross receipts to wages and 2012 average wage thus based on Placer County or statewide data.

[8] Part of the Utilities, Fuels, and Public Services category, which also includes natural gas, electricity, and telephone services. Natural gas, electricity, and telephone services not estimated because data was not available in the 2012 Economic Census.

[9] Miscellaneous also includes legal services. However, legal services are not estimated because data was not available in the 2007 Economic Census.

[10] Note that average salary reported for architecture, engineering and related industries reflects the full range of employees within the industry, not solely professional and technical staff.

APPENDIX B:
California Environmental Quality Act
Notice of Exemption



CERTIFIED DOCUMENT OF EXEMPTION FINDING

By adopting this Study, the Rocklin Unified School District (District) hereby makes the finding that the development impact fees adopted by the District are Statutorily Exempt from the California Environmental Quality Act.

California Code of Regulations, Title 14, Division 6, Chapter 3, Article 18, Section 15273(a)(4) exempts the establishment or modification of charges by public agencies that the public agency finds are for the purpose of obtaining funds for capital projects necessary to maintain service in existing service areas.

The development impact fees adopted by this District are required to provide funds for capital improvement projects to provide school facilities in the District.

Approved by the Rocklin Unified School District Board of Education on _____.

Certified:

Clerk of the Board

Date

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Contract for Whitney High School (WHS) Synthetic Turf Replacement/All Weather Track Resurface Project

DEPARTMENT: Office of the Senior Director, Facilities, Maintenance & Operations

Background:

WHS's football field and track are 10 years old. The District performed an assessment and recommended to the Board on November 18, 2015 to replace both the track and football field. The issue of health safety related to playing football on rubber infill synthetic turf fields was discussed at this meeting and staff submitted findings from a 2010 Office of Environmental Health Hazard Assessment that tested rubber infill synthetic turf fields and found that lead, heavy metals and air samples were below health based screening levels. Staff was directed at the November 18, 2015 board meeting to look into alternative infill options as well. Staff went out on site visits to Jesuit High School and Bear Creek High School to assess alternative infill options. Staff determined that encapsulated rubber is the best infill option for the following reasons:

1. Lowers health based screening levels.
2. Will not decompose during the turf lifecycle.
3. Does not require any watering.
4. Lowers the temperature of the field playing surface.
5. Within project construction budget.
6. Within recommended ASTM (American Section of the international association for testing & materials) Gmax (the maximum negative acceleration on impact) standards.

Status:

The District solicited services provided through the California Department of General Services ("DGS") for obtaining equipment and supplies selected through a State bid program commonly referred to as California Multiple Award Schedules ("CMAS").

CMAS is a process followed by DGS that evaluates suppliers on a competitive bid basis and then makes the bidding lists that come from that process available to State agencies as well as local agencies, including the District. Local agencies need not undertake their own, separate competitive bidding process as long as they adhere to the acquisition process and bid specifications set forth in CMAS bid procedures for a particular goods or services.

The Field Turf bid is offered through the CMAS process, although not the lowest synthetic turf bid, nevertheless best meets the needs of the District in regard to the Whitney High School project. District staff has evaluated and compared the Field Turf specifications with the other suppliers under the CMAS program and has determined that Field Turf best meets the District's needs as stated above.

Under CMAS procedures, the District may award the contract to Field Turf under the CMAS procurement bid upon a finding that the purchase is in the best interest of the District (e.g. timelines, quality of the product or work, price, technical expertise, cost of developing specifications and coordination with existing infrastructure may be considered).

A contract will be provided to the board prior to the board meeting.

Field Turf with Track Resurface:	\$999,249
Astro Turf with Track Resurface:	\$1,170,194
Sprint Turf with Track Resurface:	\$963,100

Proposals were reviewed by the Senior Director, Facilities, Maintenance & Operations, Assistant Director of Facilities & Maintenance, and the Grounds Supervisor. The reviewers were in agreement to recommend awarding to Field Turf the contract for \$999,249.

Subject to board approval, this work will be scheduled to start on June 6, 2016 and will be completed by August 08, 2016.

Presenter:

Craig Rouse, Senior Director Facilities, Maintenance & Operations

Financial Impact:

Current year: \$999,249
Future years: N/A
Funding source: General Fund (01) Routine Restricted Maintenance Account

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item

Packet Information:

Powerpoint Presentation
Contractor Agreement

Recommendation:

Staff recommends approval of the contract for the synthetic turf replacement/all weather resurface project at Whitney High School in the amount of \$999,249.00 with Field Turf.

WHITNEY HIGH SCHOOL (WHS) SYNTHETIC TURF REPLACEMENT/ALL WEATHER RESURFACE PROJECT

Rocklin Unified School District
Board of Trustees Meeting
April 20, 2016



Presented by
Craig Rouse, Senior Director
Facilities, Maintenance & Operations

Process



- Assessed both high school fields October 2015
 - Provided update & recommendation to replace WHS synthetic field and track to Board on November 18, 2015
- Committee & consultant determined criteria & standards for Request for Proposal (RFP)
 - Facilities, Maintenance and Operations and WHS Athletic Director

Process, continued



- Researched infill options
 - Rubber
 - Cork
 - Volcanic rock
 - Encapsulated rubber
- Visited Bear Creek High School and Jesuit High School

Process, continued



- Staff determined that encapsulated rubber is the best infill option for the following reasons:
 - Within recommended ASTM (American Section of the international association for testing & materials) Gmax (the maximum negative acceleration on impact) standards
 - Lowers health based screening levels
 - Will not decompose during the turf lifecycle
 - Does not require any watering
 - Lowers the temperature of the field playing surface
 - Within project construction budget

Process, continued



- Solicited California Multiple Award Schedule (CMAS) RFP's
- Proposals due on February 17, 2016
- Recommendation for Field Turf
 - Contract amount is \$999,249
 - Includes synthetic turf and track
- Project is within budget
- Proposal includes maintenance contract

Next Steps



- Request Board approval and award of contract on April 20, 2016
- Project start date June 6, 2016
- Estimated completion date August 1, 2016

**ROCKLIN UNIFIED SCHOOL DISTRICT
CONSTRUCTION AGREEMENT
(Projects over \$15,000)**

THIS AGREEMENT is between Rocklin Unified School District ("District") and **Field Turf USA, Inc.** ("Contractor"). District and Contractor agree as follows:

1. **Project.** Contractor shall perform everything required to be performed and shall provide and furnish all labor, materials, tools, equipment, and all utility and transportation services required for the construction of **Whitney High School Synthetic Turf Replacement/All Weather Resurface** ("Project") as fully described in the attached Exhibit "A".

All work to be performed and materials to be furnished shall be in conformity with the complete Agreement which includes the following Contract Documents, all of which are incorporated by reference: Notice to Contractors Calling for Bids, Instructions to Bidders, Bid Form, Designation of Subcontractors, Workers' Compensation Certificate, Performance Bond, Non-collusion Affidavit, Insurance Certificates, Guarantees, any Payment Bond, Change Orders, Shop Drawing Transmittals, Contractor's Certificate Regarding Non-Asbestos and/or Lead Containing Materials, if any, Davis-Bacon Compliance Certification, if any, Fingerprinting Certification, Labor Compliance Program documents, if any, Special Conditions and/or Special Requirements, Plans, Drawings, and/or Specifications, this Agreement, and any modifications, addenda, and amendments of or to any of these documents. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. **Time for Performance.** Contractor shall commence work on the Project on the date stated in the District's Notice to Proceed and shall complete the Project within 63 calendar days after that. Time is of the essence in this Agreement.

3. **Contract Price.** Subject to the terms and conditions of this Agreement, District shall pay to Contractor for all work to be performed under this Agreement the total sum of \$999,249.

4. **Payments.**

A. **Duration of Contract: 63 calendar days.**

(1) **Less than 60 Days:** Contractor shall be paid an amount equivalent to 95 percent of the contract price upon acceptance of the Project by the Governing Board or other governing body of District. Contractor shall be paid the remaining five (5) percent of the Contract Price within 35 days following the recording of a Notice of Completion.

(2) **Greater than 60 Days:** Contractor shall be paid a sum equal to 95 percent of the value of all work performed and of materials delivered and used, less the aggregate of previous payments. District may also deduct from such payments any amounts deemed due from Contractor. These monthly payments shall be made only on the basis of estimates which shall be prepared by Contractor on a form approved by District and filed before the fifth day of the month during which payment is to be made. Before

consideration of a request for payment, a certificate in writing shall be obtained from the Architect stating that the work for which the payment is demanded has been performed in accordance with the terms of the Contract Documents and that the amount stated in the certificate is due under the terms of the Contract Documents. The certificate of the Architect shall not be conclusive upon District, but advisory only. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release Contractor or Surety from any damages arising from such work or from enforcing each and every provision of this Agreement, and District shall have the right to subsequently correct any error made in any estimate for payment.

B. From the payments specified in Paragraph A, District may make any deductions authorized or required by law or this Agreement including, by way of example only, the following:

- (1) Liquidated and other damages described in Paragraph 11;
- (2) Defective work not remedied.
- (3) Failure of Contractor to make proper payments to its subcontractor(s) or material suppliers for materials or labor.
- (4) Damage to another contractor.
- (5) Other damages sustained by District.

5. Submission of Bonds and Certificates. The Contractor shall not commence any work on the Project until it has submitted to District all certificates and bonds required by this Agreement. All bonds and certificates shall be submitted to District within ten days following award of this contract.

6. Insurance. Contractor shall take out and maintain at its own cost and expense during the term of this Agreement the following insurance:

- A. Workers compensation insurance for all of Contractor's employees in amounts not less than that required by law. Pursuant to Labor Code Sections 3700 and 1860, et seq., Contractor shall submit to District an acceptable Workers Compensation Certificate.
- B. Contractor shall obtain and maintain in effect at its own cost and expense during the term of this Agreement public liability and property damage insurance with per occurrence limits of not less than One Million Dollars (\$1,000,000.00) for death or personal injury and One Million Dollars (\$1,000,000.00) for property damage. The policy(ies) shall contain an endorsement naming District as an additional insured insofar as this Agreement is concerned, and provide that notice shall be given to District at least 30 days prior to cancellation or material change in the form of such policy(ies). Contractor shall furnish District with certificates for insurance

containing the endorsements required under this section, and District shall have the right to inspect the original policy(ies) of such insurance upon request.

C. All insurance companies must meet the following criteria:

- (1) U.S. Treasury listed
- (2) California admitted, as confirmed by the California Department of Insurance or listed in the California Department of Insurance's List of Eligible Surplus Line Insurers ("LESLI List")
- (3) A minimum rating of "A- VIII," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, 08858.

7. Performance/Payment Bonds. The Contractor shall furnish a Performance Bond in an amount equal to 100 percent of the Contract Price. If the Contract Price specified in Paragraph 3 is more than \$25,000, the Contractor shall also furnish a Payment Bond in an amount equal to 100 percent of the Contract Price. Any bond submitted must be issued by a California admitted corporate surety which is U.S. Treasury listed and whose U.S. Treasury listing indicates a bonding capacity in excess of the project cost. If a California admitted surety insurer issuing a bond does not meet these requirements, the insurer will be considered sufficient if each of the following conditions is satisfied:

A. The following documents are submitted with the bond:

- (1) The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.
- (2) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner.
- (3) A certificate from the county clerk of the county in which the District is located that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

B. If it appears that the bond was duly executed, that the insurer is authorized to transact surety insurance in the state, and that its assets exceed its liabilities in an amount equal to or in excess of the amount of the bond subject to Insurance Code Section 12090.

8. Changes and Extra Work. Contractor and District agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a Supplemental Contract or Change Order and approved and signed by District and Contractor. Should District direct or request additional project work not otherwise included within Paragraph 1 of this Contract, the cost of the additional work shall be added to the Contract Price and paid by

District pursuant to Paragraph 4 of Agreement. The term "cost" as used in this paragraph means the actual cost to Contractor of the labor, materials, or subcontracts required for the additional work increased by no more than 10 percent for Contractor overhead (including any increased bond costs).

9. Indemnification. Contractor shall indemnify and hold harmless District, its governing board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- A. Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of District.
- B. Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of Contractor, or any person, firm, or corporation employed by Contractor, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off District's property, if the liability arose due to the negligence or willful misconduct of anyone employed by Contractor, either directly or by independent contract.

At Contractor's own expense, cost, and risk, Contractor shall defend at the District's request any and all actions, suits, or other proceedings that may be brought or instituted against District, its governing board, officers, agents, or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against District, its governing board, officers, agents, or employees in any action, suit, or other proceeding as a result thereof.

10. Termination of Contract. Should Contractor commit any of the acts specified in this paragraph, by giving seven day's written notice to Contractor, District may, without prejudice to any other rights or remedies afforded District by law or by this Agreement, terminate the services of Contractor under this Agreement; take possession of the Project and the premises on which it is located; take possession of all materials, tools, and appliances located on the premises; and complete the Project by whatever method District may deem expedient. Contractor shall be deemed to have committed an act specified in this paragraph if Contractor:

- A. Is adjudged a bankrupt;
- B. Makes a general assignment for the benefit of creditors;
- C. Refuses or fails to supply enough properly skilled workers or proper materials to complete the Project in the time specified in this Agreement;
- D. Fails to make prompt payment to subcontractors, workers, or material suppliers for labor performed on or materials furnished to the Project;
- E. Persistently disregards any laws or ordinances relating to the Project or its completion; or

F. Otherwise commits a substantial violation of any provision of this Agreement.

11. Liquidated Damages.

A. Pursuant to Government Code Section 53069.85, for each calendar day completion is delayed beyond the time allowed in this Agreement, Contractor shall forfeit and pay to District the sum of **\$100** per calendar day which shall be deducted from any payments due to or to become due to Contractor. In addition to any liquidated damages which may be assessed, if Contractor fails to complete the Project within the time period provided in the Contract Documents, and if as a result District finds it necessary to incur any costs and expenses (for example, relating to the acquisition and use of facilities pending completion of the Project), Contractor shall pay all those costs and expenses incurred by District. These costs and expenses may include but are not limited to such items as rental payments, inspection fees, and additional architectural fees related to acquisition of facilities. These costs and expenses may be retained by District from any payments otherwise due to Contractor.

B. Liquidated damages shall not be imposed because of any delays in completion of the project work due to (1) unforeseeable causes beyond the control and without the fault or negligence of Contractor and (2) performing any extra work pursuant to Paragraph 8 of this Agreement.

12. Clean-up. Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

13. Force Majeure. The Contractor shall be excused from performance hereunder during the time and to the extent that he is prevented from performing by act of God, fire, strike, lockout or commandeering of materials or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

14. Non-Discrimination Endorsement. It is the policy of the Contractor and District mutually agree that they will comply with all applicable Federal and California state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any prospective or active employee engaged in the work on the basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation or any other category protected by law, including but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all subcontractors employed. Contractor and District mutually agree that they will comply with all applicable federal and state anti-discrimination laws and

regulations, and agree not to unlawfully discriminate against students on the basis of race, color, creed, religion, sex, age, national origin, ancestry, marital status, physical or mental disability, sexual orientation, or any other category protected by law.

15. Subcontracting. Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to District for acts and omissions of subcontractor and of persons either directly or indirectly employed. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and District.

16. Patents, Royalties and Indemnities. The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

17. Guarantee. Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one-year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

18. Notices. Any and all notices or other matters required or permitted by this Agreement or by law to be served on, given to, or delivered to either District or the Contractor by the other party to this Agreement shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or to a supervisory employee of that party, or in lieu of personal service, when deposited in the United States Mail, first class postage paid, addressed: Attn: Senior Director of Facilities & Operations, Rocklin Unified School District, 2615 Sierra Meadows Drive, Rocklin, CA 95677, or to the Contractor at 7445 Cote-de-Liesse Road, Suite 200 Montreal, Quebec H4T 1G2. Either party may change the party's address for these purposes by giving written notice of the change to the other party in the manner provided in this paragraph.

19. Assignment. This Agreement is for the personal services of Contractor in performing the work described in Section 1 of this Agreement and Contractor may not assign this Agreement, Contractor's right to monies becoming due under this Agreement, or Contractor's duties under this Agreement to any other person or entity without written consent of the District.

20. Removal or Relocation of Main or Trunkline Utility Facilities. The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused

by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy and for equipment on the project necessarily idled during such work.

21. Drug Free/Smoke Free/Alcohol Free Policy. All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products, and alcohol will not be tolerated.

22. Wage Rates. Pursuant to the provisions of Article 2, commencing with Section 1770 of the Labor Code, District has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Agreement. The general rates of per diem wages are available at District's office. In the event that the listed or posted rates are in error, Contractor is responsible to pay those rates determined by the Director of Industrial Relations to be applicable, and District shall not be responsible for any damages arising from the error.

It is the responsibility of Contractor to comply with the provisions of Labor Code Section 1776 dealing with the maintenance and inspection of employee payroll records.

The project is subject to prevailing wage monitoring and enforcement by the Department of Industrial Relations (DIR). The successful bidder and all subcontractors will be subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. The successful bidder and all subcontractors will be required to furnish electronic certified payroll records to the DIR on the frequency specified in the Notice Calling for Bids using the DIR's eCPR system. Failure to timely submit certified payroll records may result in debarment from public works projects by the Labor Commissioner for a period of one to three years. Contractor shall comply with all requirements of the Labor Code and attendant regulations pertaining to prevailing wage monitoring and compliance as indicated in the Contract Documents, and/or as required by the DIR, including, but not limited to, posting job site notices prescribed by Title 8 CCR § 16451(d). Contractor shall permit District, the DIR or their designee to interview Contractor's employees concerning compliance with prevailing wage, apprenticeship, and related matters, whether or not during work hours, and shall require each subcontractor to provide District, the DIR or their designee with such access to its employees.

23. Apprentices. If applicable, Contractor shall comply with the requirements of Labor Code Section 1777.5 dealing with the employment of apprentices.
24. Hours. Pursuant to the provisions of Article 3, commencing at Section 1810 of the Labor Code, Contractor shall pay the required rate of overtime for all hours worked in excess of eight hours per day and 40 hours per week.
25. Laws and Regulations. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations relating to the work required by this Contract.
26. Permits/Licenses. All necessary permits and licenses shall be secured and paid for by Contractor. The Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the appropriate classification required for the performance of this work, as determined by state and local government ordinance. This contract shall commence on the date specified in this purchase order, with work to be completed within the time allotted herein.
27. Utilities. Unless otherwise agreed by the parties in writing, all utilities including but not limited to electricity, water, gas, and telephone used on the Project shall be furnished and paid for by Contractor.
28. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, upon application of either party the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the parties.
29. Contractor's License and DIR Registration . In order to perform the work required by this Agreement, Contractor must possess a valid, active license in the classification specified in the Notice to Contractors Calling for Bids issued by the State of California, which shall remain valid and active throughout the Project. In addition, Contractor must be registered with DIR as a public works contractor. Contractor registration is accomplished through the portal <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.
30. Non-Collusion Affidavit. The party making the foregoing proposal certifies that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Contractor has not directly or indirectly induced or solicited any other bidder to put false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Contractor has not in any manner, directly or indirectly, sought by agreement communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his

or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

31. Trenching or Other Excavations. If the Project involves digging trenches or other excavations that extend deeper than four feet, the following provisions shall be a part of this Contract:

- A. Contractor shall promptly, and before the following conditions are disturbed, provide written notice to District if Contractor finds any of the following conditions:
 - (1) Material that Contractor believes may be a 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 the provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site which are different from those indicated or expected.
 - (3) Unknown physical conditions at the site of any unusual nature or which are materially different from those ordinarily encountered and generally recognized as inherent in work which Contractor generally performs.
- B. In the event that Contractor notifies District that Contractor has found any of the conditions specified in subparagraphs (a), (b) or (c) above, District shall promptly investigate the condition(s). If District finds that the conditions are materially different or that a hazardous waste is present at the site which will affect Contractor's cost of, or the time required for, performance of the Agreement, District shall issue a change order in accordance with the procedures set forth in this Agreement.
- C. In the event that a dispute arises between District and Contractor regarding any of the matters specified in Paragraph (2) above, Contractor shall proceed with all work to be performed under the Agreement and Contractor shall not be excused from completing the Project as provided in the Agreement. In performing the work pursuant to this Paragraph, Contractor retains all rights provided by law which pertain to the resolution of disputes and protests between the contracting parties.

32. Claims.

- A. Public works claims of \$375,000 or less between Contractor and District are subject to the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 2 of the Public Contract Code. For purposes of this Paragraph and Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101; "claims" means a separate demand by Contractor for a time extension or payment of money or damages arising from work done by or on behalf of Contractor pursuant to the Agreement, and payment of which is not otherwise

expressly provided for or the claimant is not otherwise entitled to, or the amount of the payment which is disputed by District.

- B. Each claim must be submitted in writing five days after the damage was sustained or after the event or action giving rise to the claim and shall include all documents necessary to substantiate the claim. District shall respond in writing within 45 days of receipt of the claim if the claim is less than or equal to \$50,000 ("\$50,000 claim") or within 60 days if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to any defenses to the claim which District may have against Contractor. Any additional information shall be requested and provided upon mutual agreement of District and Contractor.
- C. District's written response to the claim shall be submitted to Contractor within 15 days after receipt of the further documentation for \$50,000 claims or within 30 days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by Contractor in producing the additional information, whichever is greater.
- D. Within 15 days of receipt of District's response, if Contractor disputes District's written response, or within 15 days of District's failure to respond within the time prescribed, Contractor shall provide written notification to District demanding an informal conference to meet and confer ("Conference") to be scheduled by District within 30 days. Following the Conference, if any claim or portion remains in dispute, Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time Contractor submits the written claim pursuant to this section until the time that claim is denied as a result of the conference process, including any period of time utilized by the meet and confer process.
- E. Pursuant to Public Contract Code Section 20104.2(f), this paragraph does not apply to tort claims and does not change the period for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
- F. If a civil action is filed, within 60 days but no earlier than 30 days following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that the parties select a disinterested third person mediator within 15 days; that mediation shall be commenced within 30 days of the submittal, and shall be concluded within 15 days of the commencement of the mediation unless time is extended upon a good cause showing to the court or by stipulation of the parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint a mediator.

- G. If the matter remains in dispute, the case shall be submitted to judicial arbitration as set forth in Public Contract Code Section 20104.4 (b)(1) through (b)(3).
- H. In the event of a claim for an amount in excess of \$375,000, the parties shall follow the procedures applicable to claims over \$50,000 and less than or equal to \$375,000, and:
 - (1) All such actions as are required by these procedures are to be completed prior to any resort to judicial action.
 - (2) In the event of disputes not resolved by the parties, the parties agree to appoint a mediator mutually acceptable to both parties to resolve all disputes.
 - (3) In the event the parties are unable to agree on a mediator, the mediator is to be selected by application to the Superior Court of the county in which District is located for selection of the mediator from a list of names provided by the parties, each party submitting no more than three names.
 - (4) The selected mediator shall set a mediation as soon as possible. In the event the dispute is not resolved by mediation, the parties may then resort to the judicial process.
- I. In the event a dispute arises between the parties during the course of the Project, the parties shall attempt to resolve the dispute using the procedures set forth in this section. Pending resolution of the dispute, Contractor shall diligently continue to work on the Project to completion. Contractor agrees it will neither rescind the Agreement nor stop progress of the work, and Contractor's sole remedy shall be the procedures set forth in this section.

33. Fingerprinting Workers.

- A. Contractor shall comply with the applicable requirements of Education Code Sections 45125.1 and 45125.2 with respect to fingerprinting Contractor's employees. Contractor shall also ensure that each of its subcontractors on the Project complies with the applicable requirements of Sections 45125.1 and 45125.2. To this end, the Contractor and its subcontractors must provide for the completion of the certification form included in the Contract Documents prior to commencing work on the Project.
- B. Should Contractor or any subcontractor feel its employees will have limited or less contact with District pupils, application shall be made to the District for a determination on that question. The determination by District shall be final.
- C. Use of Education Code Section 45122.2(a)(1), (2) or (3) for compliance with these fingerprinting requirements is subject to prior District approval. The determination by District on application of any of these sections shall be final.
- D. In no event shall any employee of Contractor or its subcontractors come into contact with District's pupils before the certification is completed and approved by District.

34. Entire Agreement. The Agreement, including the Contract Documents incorporated by reference, constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the public works construction project which is the subject of the Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

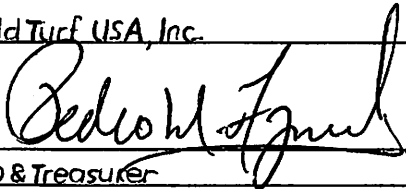
Executed at 2615 Sierra Meadows Drive, Rocklin, CA 95677, Placer County, California.

DATED: _____

Rocklin Unified School District
District

*By: _____
Title: _____
Address: 2615 Sierra Meadows Drive
Rocklin, CA 95677

DATED: 3/23/2016

FieldTurf USA, Inc.
Contractor
By: 
Title: CFO & Treasurer
Address: 7445 Cole-de-Liesse, suite 200, Montreal,
Quebec H4T 1G2

849044
Contractor's License No.

1000004625
Contractor's DIR Registration No.

***Important Notice:** California law provides that "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 Labor Code Section 1725.5." Please go to <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for more information and to register. This project is subject to monitoring by the Department of Industrial Relations.

**CERTIFICATION BY Contractor
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102**

To the Governing Board of Rocklin Unified School District:

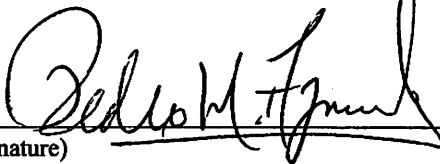
I, FieldTurf USA, Inc. (Name of Contractor) certify that:

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Sections 1192.7 and 667.5 and this determination was made by a fingerprint check through the Department of Justice.
4. As further required by Education Code Section 45125.1 attached to this certification is a list of the names of the employees of the undersigned who may come in contact with pupils.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Monireal, Quebec, California on March 23, 2016.

Date



(Signature)

Pedro Azevedo

(Typed or printed name)

CFO & Treasurer

(Title)

7445 Cote-de-Liesse, suite 200, Montreal, QC H4T 1G2

(Address)

281-531-4720 (Lindsay Agaitas)

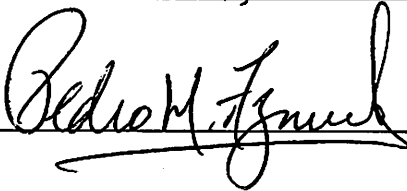
(Telephone)

WORKERS COMPENSATION CERTIFICATE

(AS REQUIRED BY SECTION 1861 OF THE CALIFORNIA LABOR CODE)

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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.

Contractor: FieldTurf USA, Inc.

By: 

Title: CFO & Treasurer

**VERIFICATION OF Contractor
AND SUBContractors' DIR REGISTRATION**

I am the CFO & Treasurer of FieldTurf USA Inc. ("Bidder") submitting the
(Title/Position) (Bidder Name)

accompanying Bid Proposal for the Work described as _____.

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations ("DIR").

2. The Bidder's DIR Registration Number is: 1000004625. The expiration date of the Bidder's DIR Registration is June 30, 2016.

3. If the Bidder is awarded the Contract for the Work and the expiration date of the Bidder's DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Bidder completing all obligations under the Contract for the Work, the Bidder will take all measures necessary to renew the Bidder's DIR Registration so that there is no lapse in the Bidder's DIR Registration while performing Work under the Contract.

4. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.

5. The Bidder has independently verified that each Subcontractor identified in the Subcontractors list submitted with the Bid Proposal of the Bidder is currently a DIR registered contractor.

6. The Bidder has provided the DIR Registration Number for each subcontractor identified In the Bidder's Subcontractors' list or within twenty-four (24) hours of the opening of Bid Proposals for the Work, the Bidder will provide the District with the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors List.

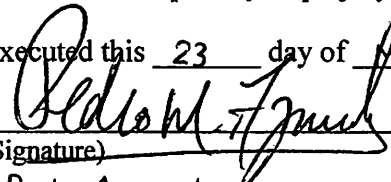
7. The Bidder's solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.

8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder's Bid Proposal is subject to rejection for non-responsiveness.

9. I have personal first hand-knowledge of all of the foregoing.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this 23 day of March, 2016 at Montreal, Quebec.
(City and State)


(Signature)

Pedro Azevedo
(Name, typed or printed)



CMAS QUOTATION

CA LICENSE # 849044

This QUOTATION is dated this 10th day of March 2016.

Between: **Rocklin Unified School District (The "Customer")**
Rocklin, CA

And: **FieldTurf USA, Inc. (The "Supplier")**
7445 Côte-de-Liesse Road, Suite 200
Montreal, Quebec H4T 1G2

Tel: (514) 340-9311
Fax: (514) 340-9374

WHEREAS Supplier wishes to sell, supply and install an artificial in-filled playing surface identified as **FieldTurf Revolution 360 (2")** for use as an **outdoor field** measuring approximately **94,800 sq ft.** to the Customer located at **Whitney High School – 701 Wildcat Blvd., Rocklin, CA 95765.**

WHEREAS the Customer wishes to purchase same on the preliminary terms and conditions set out below;

QUOTATION / ESTIMATE DETAILS:

THE PRODUCT

The Supplier hereby agrees to sell, to supply and to install **FieldTurf Revolution 360 (FTRV360-2) with green cryogenic rubber, 2 inches thick outdoor** artificial grass in-filled playing surface for use as a **football/soccer** field measuring approximately **94,800 sq. ft.** (the "Product") to be installed on a suitable existing base at the Site.

SUPPLY OF PRODUCT

The Supplier shall perform the work required by this Agreement as diligently and expeditiously as is consistent with the highest professional standards and the orderly progress of the work and in a good and workmanlike fashion, and subject to and in accordance with the terms and conditions hereof.

The Supplier requires a minimum of 6 weeks lead time from the acceptance of layouts and approval of all plans prior to any work commencing at the Site.





SITE PREPARATION WORK

The Supplier shall provide the site preparation work (limited to minor touch-ups of the base surface) in accordance with the specifications provided in this Letter of Commitment. The site preparation work will be subject to the same conditions and requirements indicated in Section 7 "Installation" hereof. Notwithstanding, any work regarding the base and ensuring its planarity is specifically excluded from the Supplier's scope of work. On occasion, a base will present unique issues, once uncovered upon removal of the existing turf, which may require the import of additional materials and/or the provision of labor to remedy planarity or other deflections in the existing surface. In the event this becomes necessary at the Site, FieldTurf can assist with this process at an additional cost.

Site Preparation includes:

- a) Mobilization
- b) Temporary Protection for our work
- c) Scheduling and coordination of all trades
- d) SWPPP
 - o Install approx. 300lf of straw waddle & inlet protection
- e) Removal and disposal of the existing turf system
- f) Supply and install of nailer board at sawcut edge
- g) Supply and install of Mirafi 140N fabric prior to installation of Brock Powerbase
- h) 4" perforated storm line
 - o Removal of concrete – corner of pole vault pad
 - o Cleanouts with boxes and concrete collars
 - o Tie-ins
 - o Removal/disposal of trench spoils
- i) Field grading
 - o Laser grade field, sloping per sheet L-1.0
- j) Conformance surveying
- k) Cleanup and legal disposal of all generated debris

Site Preparation does not include:

- a) Any costs associated with necessary charges relating to the delineation of the field.
- b) The supply or installation of the field edging.
- c) Removal and disposal of the existing track surfacing.
- d) Corrections to the asphalt/concrete receiving Beynon surfacing.
- e) In-ground equipment.
- f) Soil stabilization.
- a) Unsuitable soils: once subgrade has been established, a proof roll will be performed to ensure structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be negotiated.
- b) Installation of manholes, junction boxes, gabions, concrete rip wrap, storm drainage not related to the field construction, grate inlets and RCP.





FieldTurf

A Tarkett Sports Company

- c) Relocation, removal and repair of existing utilities not limited to electrical conduits, power poles, water, sewer, gas, cable, telephone, owner placed conduits or communication feeds within the field of play.
- d) Design services and construction documentation, including, but not limited to: conceptual drawings/preliminary design; construction drawings; storm water management; submittal reviews and processing; architectural/engineering inspections; soil borings; professional survey; and as-built drawings.
- e) Any work not specifically noted above.

PRICE

The purchase price for the Product fully installed shall be **\$999,249** (the "Purchase Price"), as set out below, plus any other permanent inlaid lines, logos, applicable taxes, bonding cost and any other unforeseen costs.

The Purchase Price is subject to increase if affected by a tax increase, new taxes, and levies or any new legally binding imposition affecting the transaction.

A 2 Inch, **FieldTurf Revolution 360 Green Cryo** series turf:

Cost per square foot (approximately)	\$4.31/sf
Sub Total:	\$408,953
Beynon Synthetic Track Surfacing BSS 200 RE	\$265,700
Removal/Disposal/Fine Grading (Site Preparation)	\$85,620
Brock Powerbase YSR	\$167,969
Center Logo (tame – 3 colors)	\$9,800
End Zone Letters (14 letters – 1 color)	\$9,800
Inlaid football markings (numbers, arrows, hash marks)	INCLUDED
Inlaid soccer markings	INCLUDED
8 year 3 rd Party Insured Warranty	INCLUDED
5 year warranty on the Beynon Track	INCLUDED
G-max testing (5 total)	\$5,000
Maintenance Program (14 visits)	\$10,500
CMAS Fees	INCLUDED
Bonding Fees	\$8,780
Sales Tax on materials only (7.5%)	\$27,127
Total Contract Cost	\$999,249





The Purchase Price shall be payable to Supplier by way of wire transfer or banker's cheque in accordance with the following payment schedule:

Based upon applications for payment submitted to the Customer by the Supplier, the Customer shall make progress payments on account of the Purchase Price to the Supplier as provided below:

The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

Provided that an Application for Payment is received by the Customer not later than the first day of a month, the Customer shall make payment of the certified amount to the Supplier not later than the last day of the next month. If an Application for Payment is received by the Customer after the application date fixed above, payment shall be made by the Owner no later than 30 days after the Customer received the Application for Payment.

Applications for Payment are subject to retainage amount of 5%.

Any unpaid balance bears interest at a rate of 10% per year.

ACCEPTANCE

Upon the Supplier giving the Customer notice of completion of the work, the parties agree, acting reasonably, to mutually determine whether same conforms to the requirements of this Agreement and in the event the parties mutually determine that there are deficiencies, the Supplier will undertake to correct the deficiencies noted ("Acceptance");

Upon Acceptance both parties sign the Certificate of Completion in the form currently in force;

The Warranty currently in force takes effect upon the signing of the Certificate of Completion.

No use whatsoever shall be made of the field by the Customer until the Certificate of Completion is signed and delivered to Supplier.

Any such use will be deemed as Acceptance of the field, triggering final payment and will automatically void any and all warranty of the work, subject to the reinstatement of the Warranty later at the discretion of the Supplier upon the signing of the Certificate of Completion and final payment.

The Customer shall prohibit use of the field if the Customer alleges said field to be incomplete or dangerous. For greater security, in the event that the Customer deems the field to be incomplete or dangerous the Customer will immediately notify its insurers of this additional risk.





INSTALLATION

The installation of the Product shall be performed by Supplier's designated and approved installers. The Customer agrees to allow representatives of Supplier all necessary uninterrupted access and suitable staging area to the site for purposes of installation, and inspection. All lighting and electrical supply must be operational during the installation process.

Minimum staging area required is **11,376 square feet** and no more than 100 feet from the field. Minimum access should be 15 feet wide by 15 feet high. A 25 feet wide by 25 feet long hard or paved surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of in-fill material. Access to any field will include suitable bridging by the Customer over the field curbs from the staging area to permit suitable access to the field by low clearance vehicles.

Force Majeure. No Party shall be liable for delay or failure to perform under this Agreement if such delay or failure is due to any contingency beyond its reasonable control, including acts of God, war, explosion, fire, flood or civil disturbance or labor actions, disputes and disruptions by the employees or sub-trades of either Party hereto or delay or destruction caused by public carrier.

In addition to force majeure, the parties recognize that in certain cases severe weather while not constituting force majeure could delay the installation process of the work contemplated under this agreement.

The Supplier shall not be responsible for any acts of violence or vandalism. The Customer holds Supplier harmless and indemnifies the Supplier from vandalism and acts of violence regarding the present project.

The Customer understands that it is to its benefit and therefore undertakes to accept and store for the length of the warranty period, the remaining synthetic turf left over from the project in case of need.

THIS QUOTATION IS SUBJECT TO THE TERMS AND CONDITIONS OF THE SUPPLIER'S STANDARD SALES AGREEMENT WHICH SHALL PREVAIL OVER THIS QUOTATION, AND BE SUBJECT TO CHANGE WITHOUT NOTICE FROM TIME TO TIME.

THIS QUOTATION IS OPEN FOR ACCEPTANCE FOR A PERIOD OF 3 MONTHS, AFTER WHICH TIME, IF NOT ACCEPTED, IT WILL BE NULL AND VOID.

FOR QUESTIONS, PLEASE CONTACT YOUR FIELDTURF REPRESENTATIVE IN NORTHERN CALIFORNIA; ANDREW ROWLEY BY TELEPHONE (707) 586-2066, EMAIL INFO@FIELDTURFNORCAL.COM, OR FAX (707) 313-0167.





ACCEPTED QUOTATIONS, DULY SIGNED SHALL BE SENT TO:

1- DEPARTMENT OF GENERAL SERVICES (DGS), PROCUREMENT DIVISION, DATA MANAGEMENT, 707 THIRD STREET, 2ND FLOOR, WEST SACRAMENTO, CALIFORNIA, 95605-2811 (IMS#Z-1).

AND

2- FIELDTURF USA, INC. 7445 COTE-DE-LIESSE ROAD, SUITE 200, MONTREAL, QUEBEC, H4T 1G2, TELEPHONE (514) 340-9311, FAX (514) 340 9374
ATTENTION: LINDSAY AGATTAS, PRICING AND PROJECT MANAGER.

READ, AGREED, AND ACCEPTED

Per: _____



**ROCKLIN UNIFIED SCHOOL DISTRICT
CONSTRUCTION AGREEMENT
(Projects over \$15,000)**

THIS AGREEMENT is between Rocklin Unified School District ("District") and **Field Turf USA, Inc.** ("Contractor"). District and Contractor agree as follows:

1. **Project.** Contractor shall perform everything required to be performed and shall provide and furnish all labor, materials, tools, equipment, and all utility and transportation services required for the construction of **Whitney High School Synthetic Turf Replacement/All Weather Resurface** ("Project") as fully described in the attached Exhibit "A".

All work to be performed and materials to be furnished shall be in conformity with the complete Agreement which includes the following Contract Documents, all of which are incorporated by reference: Notice to Contractors Calling for Bids, Instructions to Bidders, Bid Form, Designation of Subcontractors, Workers' Compensation Certificate, Performance Bond, Non-collusion Affidavit, Insurance Certificates, Guarantees, any Payment Bond, Change Orders, Shop Drawing Transmittals, Contractor's Certificate Regarding Non-Asbestos and/or Lead Containing Materials, if any, Davis-Bacon Compliance Certification, if any, Fingerprinting Certification, Labor Compliance Program documents, if any, Special Conditions and/or Special Requirements, Plans, Drawings, and/or Specifications, this Agreement, and any modifications, addenda, and amendments of or to any of these documents. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. **Time for Performance.** Contractor shall commence work on the Project on the date stated in the District's Notice to Proceed and shall complete the Project within 63 calendar days after that. Time is of the essence in this Agreement.

3. **Contract Price.** Subject to the terms and conditions of this Agreement, District shall pay to Contractor for all work to be performed under this Agreement the total sum of \$999,249.

4. **Payments.**

A. **Duration of Contract: 63 calendar days.**

- (1) **Less than 60 Days:** Contractor shall be paid an amount equivalent to 95 percent of the contract price upon acceptance of the Project by the Governing Board or other governing body of District. Contractor shall be paid the remaining five (5) percent of the Contract Price within 35 days following the recording of a Notice of Completion.
- (2) **Greater than 60 Days:** Contractor shall be paid a sum equal to 95 percent of the value of all work performed and of materials delivered and used, less the aggregate of previous payments. District may also deduct from such payments any amounts deemed due from Contractor. These monthly payments shall be made only on the basis of estimates which shall be prepared by Contractor on a form approved by District and filed before the fifth day of the month during which payment is to be made. Before

consideration of a request for payment, a certificate in writing shall be obtained from the Architect stating that the work for which the payment is demanded has been performed in accordance with the terms of the Contract Documents and that the amount stated in the certificate is due under the terms of the Contract Documents. The certificate of the Architect shall not be conclusive upon District, but advisory only. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release Contractor or Surety from any damages arising from such work or from enforcing each and every provision of this Agreement, and District shall have the right to subsequently correct any error made in any estimate for payment.

- B. From the payments specified in Paragraph A, District may make any deductions authorized or required by law or this Agreement including, by way of example only, the following:
- (1) Liquidated and other damages described in Paragraph 11;
 - (2) Defective work not remedied.
 - (3) Failure of Contractor to make proper payments to its subcontractor(s) or material suppliers for materials or labor.
 - (4) Damage to another contractor.
 - (5) Other damages sustained by District.

5. Submission of Bonds and Certificates. The Contractor shall not commence any work on the Project until it has submitted to District all certificates and bonds required by this Agreement. All bonds and certificates shall be submitted to District within ten days following award of this contract.

6. Insurance. Contractor shall take out and maintain at its own cost and expense during the term of this Agreement the following insurance:

- A. Workers compensation insurance for all of Contractor's employees in amounts not less than that required by law. Pursuant to Labor Code Sections 3700 and 1860, et seq., Contractor shall submit to District an acceptable Workers Compensation Certificate.
- B. Contractor shall obtain and maintain in effect at its own cost and expense during the term of this Agreement public liability and property damage insurance with per occurrence limits of not less than One Million Dollars (\$1,000,000.00) for death or personal injury and One Million Dollars (\$1,000,000.00) for property damage. The policy(ies) shall contain an endorsement naming District as an additional insured insofar as this Agreement is concerned, and provide that notice shall be given to District at least 30 days prior to cancellation or material change in the form of such policy(ies). Contractor shall furnish District with certificates for insurance

containing the endorsements required under this section, and District shall have the right to inspect the original policy(ies) of such insurance upon request.

C. All insurance companies must meet the following criteria:

- (1) U.S. Treasury listed
- (2) California admitted, as confirmed by the California Department of Insurance or listed in the California Department of Insurance's List of Eligible Surplus Line Insurers ("LESLI List")
- (3) A minimum rating of "A- VIII," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, 08858.

7. Performance/Payment Bonds. The Contractor shall furnish a Performance Bond in an amount equal to 100 percent of the Contract Price. If the Contract Price specified in Paragraph 3 is more than \$25,000, the Contractor shall also furnish a Payment Bond in an amount equal to 100 percent of the Contract Price. Any bond submitted must be issued by a California admitted corporate surety which is U.S. Treasury listed and whose U.S. Treasury listing indicates a bonding capacity in excess of the project cost. If a California admitted surety insurer issuing a bond does not meet these requirements, the insurer will be considered sufficient if each of the following conditions is satisfied:

A. The following documents are submitted with the bond:

- (1) The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.
- (2) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner.
- (3) A certificate from the county clerk of the county in which the District is located that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

B. If it appears that the bond was duly executed, that the insurer is authorized to transact surety insurance in the state, and that its assets exceed its liabilities in an amount equal to or in excess of the amount of the bond subject to Insurance Code Section 12090.

8. Changes and Extra Work. Contractor and District agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a Supplemental Contract or Change Order and approved and signed by District and Contractor. Should District direct or request additional project work not otherwise included within Paragraph 1 of this Contract, the cost of the additional work shall be added to the Contract Price and paid by

District pursuant to Paragraph 4 of Agreement. The term "cost" as used in this paragraph means the actual cost to Contractor of the labor, materials, or subcontracts required for the additional work increased by no more than 10 percent for Contractor overhead (including any increased bond costs).

9. Indemnification. Contractor shall indemnify and hold harmless District, its governing board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- A. Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of District.
- B. Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of Contractor, or any person, firm, or corporation employed by Contractor, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off District's property, if the liability arose due to the negligence or willful misconduct of anyone employed by Contractor, either directly or by independent contract.

At Contractor's own expense, cost, and risk, Contractor shall defend at the District's request any and all actions, suits, or other proceedings that may be brought or instituted against District, its governing board, officers, agents, or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against District, its governing board, officers, agents, or employees in any action, suit, or other proceeding as a result thereof.

10. Termination of Contract. Should Contractor commit any of the acts specified in this paragraph, by giving seven day's written notice to Contractor, District may, without prejudice to any other rights or remedies afforded District by law or by this Agreement, terminate the services of Contractor under this Agreement; take possession of the Project and the premises on which it is located; take possession of all materials, tools, and appliances located on the premises; and complete the Project by whatever method District may deem expedient. Contractor shall be deemed to have committed an act specified in this paragraph if Contractor:

- A. Is adjudged a bankrupt;
- B. Makes a general assignment for the benefit of creditors;
- C. Refuses or fails to supply enough properly skilled workers or proper materials to complete the Project in the time specified in this Agreement;
- D. Fails to make prompt payment to subcontractors, workers, or material suppliers for labor performed on or materials furnished to the Project;
- E. Persistently disregards any laws or ordinances relating to the Project or its completion; or

F. Otherwise commits a substantial violation of any provision of this Agreement.

11. Liquidated Damages.

A. Pursuant to Government Code Section 53069.85, for each calendar day completion is delayed beyond the time allowed in this Agreement, Contractor shall forfeit and pay to District the sum of **\$100** per calendar day which shall be deducted from any payments due to or to become due to Contractor. In addition to any liquidated damages which may be assessed, if Contractor fails to complete the Project within the time period provided in the Contract Documents, and if as a result District finds it necessary to incur any costs and expenses (for example, relating to the acquisition and use of facilities pending completion of the Project), Contractor shall pay all those costs and expenses incurred by District. These costs and expenses may include but are not limited to such items as rental payments, inspection fees, and additional architectural fees related to acquisition of facilities. These costs and expenses may be retained by District from any payments otherwise due to Contractor.

B. Liquidated damages shall not be imposed because of any delays in completion of the project work due to (1) unforeseeable causes beyond the control and without the fault or negligence of Contractor and (2) performing any extra work pursuant to Paragraph 8 of this Agreement.

12. Clean-up. Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

13. Force Majeure. The Contractor shall be excused from performance hereunder during the time and to the extent that he is prevented from performing by act of God, fire, strike, lockout or commandeering of materials or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

14. Non-Discrimination Endorsement. It is the policy of the Contractor and District mutually agree that they will comply with all applicable Federal and California state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any prospective or active employee engaged in the work on the basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation or any other category protected by law, including but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all subcontractors employed. Contractor and District mutually agree that they will comply with all applicable federal and state anti-discrimination laws and

regulations, and agree not to unlawfully discriminate against students on the basis of race, color, creed, religion, sex, age, national origin, ancestry, marital status, physical or mental disability, sexual orientation, or any other category protected by law.

15. Subcontracting. Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to District for acts and omissions of subcontractor and of persons either directly or indirectly employed. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and District.

16. Patents, Royalties and Indemnities. The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

17. Guarantee. Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one-year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

18. Notices. Any and all notices or other matters required or permitted by this Agreement or by law to be served on, given to, or delivered to either District or the Contractor by the other party to this Agreement shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or to a supervisory employee of that party, or in lieu of personal service, when deposited in the United States Mail, first class postage paid, addressed: Attn: Senior Director of Facilities & Operations, Rocklin Unified School District, 2615 Sierra Meadows Drive, Rocklin, CA 95677, or to the Contractor at 7445 Cote-de-Liesse Road, Suite 200 Montreal, Quebec H4T 1G2. Either party may change the party's address for these purposes by giving written notice of the change to the other party in the manner provided in this paragraph.

19. Assignment. This Agreement is for the personal services of Contractor in performing the work described in Section 1 of this Agreement and Contractor may not assign this Agreement, Contractor's right to monies becoming due under this Agreement, or Contractor's duties under this Agreement to any other person or entity without written consent of the District.

20. Removal or Relocation of Main or Trunkline Utility Facilities. The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused

by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy and for equipment on the project necessarily idled during such work.

21. Drug Free/Smoke Free/Alcohol Free Policy. All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products, and alcohol will not be tolerated.

22. Wage Rates. Pursuant to the provisions of Article 2, commencing with Section 1770 of the Labor Code, District has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Agreement. The general rates of per diem wages are available at District's office. In the event that the listed or posted rates are in error, Contractor is responsible to pay those rates determined by the Director of Industrial Relations to be applicable, and District shall not be responsible for any damages arising from the error.

It is the responsibility of Contractor to comply with the provisions of Labor Code Section 1776 dealing with the maintenance and inspection of employee payroll records.

The project is subject to prevailing wage monitoring and enforcement by the Department of Industrial Relations (DIR). The successful bidder and all subcontractors will be subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. The successful bidder and all subcontractors will be required to furnish electronic certified payroll records to the DIR on the frequency specified in the Notice Calling for Bids using the DIR's eCPR system. Failure to timely submit certified payroll records may result in debarment from public works projects by the Labor Commissioner for a period of one to three years. Contractor shall comply with all requirements of the Labor Code and attendant regulations pertaining to prevailing wage monitoring and compliance as indicated in the Contract Documents, and/or as required by the DIR, including, but not limited to, posting job site notices prescribed by Title 8 CCR § 16451(d). Contractor shall permit District, the DIR or their designee to interview Contractor's employees concerning compliance with prevailing wage, apprenticeship, and related matters, whether or not during work hours, and shall require each subcontractor to provide District, the DIR or their designee with such access to its employees.

23. Apprentices. If applicable, Contractor shall comply with the requirements of Labor Code Section 1777.5 dealing with the employment of apprentices.
24. Hours. Pursuant to the provisions of Article 3, commencing at Section 1810 of the Labor Code, Contractor shall pay the required rate of overtime for all hours worked in excess of eight hours per day and 40 hours per week.
25. Laws and Regulations. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations relating to the work required by this Contract.
26. Permits/Licenses. All necessary permits and licenses shall be secured and paid for by Contractor. The Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the appropriate classification required for the performance of this work, as determined by state and local government ordinance. This contract shall commence on the date specified in this purchase order, with work to be completed within the time allotted herein.
27. Utilities. Unless otherwise agreed by the parties in writing, all utilities including but not limited to electricity, water, gas, and telephone used on the Project shall be furnished and paid for by Contractor.
28. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, upon application of either party the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the parties.
29. Contractor's License and DIR Registration. In order to perform the work required by this Agreement, Contractor must possess a valid, active license in the classification specified in the Notice to Contractors Calling for Bids issued by the State of California, which shall remain valid and active throughout the Project. In addition, Contractor must be registered with DIR as a public works contractor. Contractor registration is accomplished through the portal <http://www.dir.ca.gov/PublicWorks/PublicWorks.html>.
30. Non-Collusion Affidavit. The party making the foregoing proposal certifies that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Contractor has not directly or indirectly induced or solicited any other bidder to put false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Contractor has not in any manner, directly or indirectly, sought by agreement communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his

or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

31. Trenching or Other Excavations. If the Project involves digging trenches or other excavations that extend deeper than four feet, the following provisions shall be a part of this Contract:

- A. Contractor shall promptly, and before the following conditions are disturbed, provide written notice to District if Contractor finds any of the following conditions:
 - (1) Material that Contractor believes may be a 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 the provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site which are different from those indicated or expected.
 - (3) Unknown physical conditions at the site of any unusual nature or which are materially different from those ordinarily encountered and generally recognized as inherent in work which Contractor generally performs.
- B. In the event that Contractor notifies District that Contractor has found any of the conditions specified in subparagraphs (a), (b) or (c) above, District shall promptly investigate the condition(s). If District finds that the conditions are materially different or that a hazardous waste is present at the site which will affect Contractor's cost of, or the time required for, performance of the Agreement, District shall issue a change order in accordance with the procedures set forth in this Agreement.
- C. In the event that a dispute arises between District and Contractor regarding any of the matters specified in Paragraph (2) above, Contractor shall proceed with all work to be performed under the Agreement and Contractor shall not be excused from completing the Project as provided in the Agreement. In performing the work pursuant to this Paragraph, Contractor retains all rights provided by law which pertain to the resolution of disputes and protests between the contracting parties.

32. Claims.

- A. Public works claims of \$375,000 or less between Contractor and District are subject to the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 2 of the Public Contract Code. For purposes of this Paragraph and Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101; "claims" means a separate demand by Contractor for a time extension or payment of money or damages arising from work done by or on behalf of Contractor pursuant to the Agreement, and payment of which is not otherwise

expressly provided for or the claimant is not otherwise entitled to, or the amount of the payment which is disputed by District.

- B. Each claim must be submitted in writing five days after the damage was sustained or after the event or action giving rise to the claim and shall include all documents necessary to substantiate the claim. District shall respond in writing within 45 days of receipt of the claim if the claim is less than or equal to \$50,000 ("\$50,000 claim") or within 60 days if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to any defenses to the claim which District may have against Contractor. Any additional information shall be requested and provided upon mutual agreement of District and Contractor.
- C. District's written response to the claim shall be submitted to Contractor within 15 days after receipt of the further documentation for \$50,000 claims or within 30 days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by Contractor in producing the additional information, whichever is greater.
- D. Within 15 days of receipt of District's response, if Contractor disputes District's written response, or within 15 days of District's failure to respond within the time prescribed, Contractor shall provide written notification to District demanding an informal conference to meet and confer ("Conference") to be scheduled by District within 30 days. Following the Conference, if any claim or portion remains in dispute, Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time Contractor submits the written claim pursuant to this section until the time that claim is denied as a result of the conference process, including any period of time utilized by the meet and confer process.
- E. Pursuant to Public Contract Code Section 20104.2(f), this paragraph does not apply to tort claims and does not change the period for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
- F. If a civil action is filed, within 60 days but no earlier than 30 days following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that the parties select a disinterested third person mediator within 15 days; that mediation shall be commenced within 30 days of the submittal, and shall be concluded within 15 days of the commencement of the mediation unless time is extended upon a good cause showing to the court or by stipulation of the parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint a mediator.

- G. If the matter remains in dispute, the case shall be submitted to judicial arbitration as set forth in Public Contract Code Section 20104.4 (b)(1) through (b)(3).
- H. In the event of a claim for an amount in excess of \$375,000, the parties shall follow the procedures applicable to claims over \$50,000 and less than or equal to \$375,000, and:
 - (1) All such actions as are required by these procedures are to be completed prior to any resort to judicial action.
 - (2) In the event of disputes not resolved by the parties, the parties agree to appoint a mediator mutually acceptable to both parties to resolve all disputes.
 - (3) In the event the parties are unable to agree on a mediator, the mediator is to be selected by application to the Superior Court of the county in which District is located for selection of the mediator from a list of names provided by the parties, each party submitting no more than three names.
 - (4) The selected mediator shall set a mediation as soon as possible. In the event the dispute is not resolved by mediation, the parties may then resort to the judicial process.
- I. In the event a dispute arises between the parties during the course of the Project, the parties shall attempt to resolve the dispute using the procedures set forth in this section. Pending resolution of the dispute, Contractor shall diligently continue to work on the Project to completion. Contractor agrees it will neither rescind the Agreement nor stop progress of the work, and Contractor's sole remedy shall be the procedures set forth in this section.

33. Fingerprinting Workers.

- A. Contractor shall comply with the applicable requirements of Education Code Sections 45125.1 and 45125.2 with respect to fingerprinting Contractor's employees. Contractor shall also ensure that each of its subcontractors on the Project complies with the applicable requirements of Sections 45125.1 and 45125.2. To this end, the Contractor and its subcontractors must provide for the completion of the certification form included in the Contract Documents prior to commencing work on the Project.
- B. Should Contractor or any subcontractor feel its employees will have limited or less contact with District pupils, application shall be made to the District for a determination on that question. The determination by District shall be final.
- C. Use of Education Code Section 45122.2(a)(1), (2) or (3) for compliance with these fingerprinting requirements is subject to prior District approval. The determination by District on application of any of these sections shall be final.
- D. In no event shall any employee of Contractor or its subcontractors come into contact with District's pupils before the certification is completed and approved by District.

34. Entire Agreement. The Agreement, including the Contract Documents incorporated by reference, constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the public works construction project which is the subject of the Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

Executed at 2615 Sierra Meadows Drive, Rocklin, CA 95677, Placer County, California.

DATED: _____

Rocklin Unified School District
District

*By: _____

Title: _____

Address: 2615 Sierra Meadows Drive
Rocklin, CA 95677

DATED: 3/23/2016

FieldTurf USA, Inc.
Contractor

By: 

Title: CFO & Treasurer

Address: 7445 Cote-de-Liesse, suite 200, Montreal,
Quebec H4T 1G2

849044
Contractor's License No.

1000004625
Contractor's DIR Registration No.

***Important Notice:** California law provides that "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 Labor Code Section 1725.5." Please go to <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for more information and to register. This project is subject to monitoring by the Department of Industrial Relations.

**CERTIFICATION BY Contractor
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102**

To the Governing Board of Rocklin Unified School District:

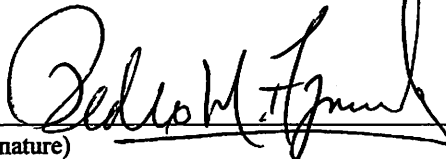
I, FieldTurf USA, Inc. (Name of Contractor) certify that:

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Sections 1192.7 and 667.5 and this determination was made by a fingerprint check through the Department of Justice.
4. As further required by Education Code Section 45125.1 attached to this certification is a list of the names of the employees of the undersigned who may come in contact with pupils.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Montreal, Quebec, California on March 23, 2016.

Date



(Signature)

Pedro Azevedo

(Typed or printed name)

CFO & Treasurer

(Title)

7445 Cote-de-Liesse, suite 200, Montreal, QC H4T 1G2

(Address)

281-531-4720 (Lindsay Agattas)

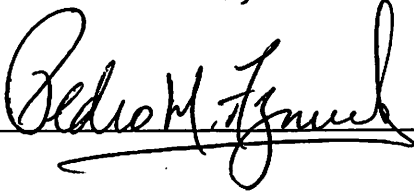
(Telephone)

WORKERS COMPENSATION CERTIFICATE

(AS REQUIRED BY SECTION 1861 OF THE CALIFORNIA LABOR CODE)

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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.

Contractor: FieldTurf USA, Inc.

By: 

Title: CFO & Treasurer

**VERIFICATION OF Contractor
AND SUBContractorS' DIR REGISTRATION**

I am the CFO & Treasurer of FieldTurf USA Inc. ("Bidder") submitting the
(Title/Position) (Bidder Name)

accompanying Bid Proposal for the Work described as _____.

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations ("DIR").

2. The Bidder's DIR Registration Number is: 1000004625. The expiration date of the Bidder's DIR Registration is June 30, 20 16.

3. If the Bidder is awarded the Contract for the Work and the expiration date of the Bidder's DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Bidder completing all obligations under the Contract for the Work, the Bidder will take all measures necessary to renew the Bidder's DIR Registration so that there is no lapse in the Bidder's DIR Registration while performing Work under the Contract.

4. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.

5. The Bidder has independently verified that each Subcontractor identified in the Subcontractors list submitted with the Bid Proposal of the Bidder is currently a DIR registered contractor.

6. The Bidder has provided the DIR Registration Number for each subcontractor identified In the Bidder's Subcontractors' list or within twenty-four (24) hours of the opening of Bid Proposals for the Work, the Bidder will provide the District with the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors List.

7. The Bidder's solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.

8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder's Bid Proposal is subject to rejection for non-responsiveness.

9. I have personal first hand-knowledge of all of the foregoing.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this 23 day of March, 20 16 at Montreal, Quebec.
(City and State)


(Signature)

Pedro Azevedo
(Name, typed or printed)



CMAS QUOTATION

CA LICENSE # 849044

This QUOTATION is dated this 10th day of March 2016.

Between: **Rocklin Unified School District (The "Customer")**
Rocklin, CA

And: **FieldTurf USA, Inc. (The "Supplier")**
7445 Côte-de-Liesse Road, Suite 200
Montreal, Quebec H4T 1G2

Tel: (514) 340-9311
Fax: (514) 340-9374

WHEREAS Supplier wishes to sell, supply and install an artificial in-filled playing surface identified as **FieldTurf Revolution 360 (2")** for use as an **outdoor field** measuring approximately **94,800 sq ft.** to the Customer located at **Whitney High School – 701 Wildcat Blvd., Rocklin, CA 95765.**

WHEREAS the Customer wishes to purchase same on the preliminary terms and conditions set out below;

QUOTATION / ESTIMATE DETAILS:

THE PRODUCT

The Supplier hereby agrees to sell, to supply and to install **FieldTurf Revolution 360 (FTRV360-2) with green cryogenic rubber, 2 inches** thick **outdoor** artificial grass in-filled playing surface for use as a **football/soccer** field measuring approximately **94,800 sq. ft.** (the "Product") to be installed on a suitable existing base at the Site.

SUPPLY OF PRODUCT

The Supplier shall perform the work required by this Agreement as diligently and expeditiously as is consistent with the highest professional standards and the orderly progress of the work and in a good and workmanlike fashion, and subject to and in accordance with the terms and conditions hereof.

The Supplier requires a minimum of 6 weeks lead time from the acceptance of layouts and approval of all plans prior to any work commencing at the Site.





SITE PREPARATION WORK

The Supplier shall provide the site preparation work (limited to minor touch-ups of the base surface) in accordance with the specifications provided in this Letter of Commitment. The site preparation work will be subject to the same conditions and requirements indicated in Section 7 "Installation" hereof. Notwithstanding, any work regarding the base and ensuring its planarity is specifically excluded from the Supplier's scope of work. On occasion, a base will present unique issues, once uncovered upon removal of the existing turf, which may require the import of additional materials and/or the provision of labor to remedy planarity or other deflections in the existing surface. In the event this becomes necessary at the Site, FieldTurf can assist with this process at an additional cost.

Site Preparation includes:

- a) Mobilization
- b) Temporary Protection for our work
- c) Scheduling and coordination of all trades
- d) SWPPP
 - o Install approx. 300lf of straw waddle & inlet protection
- e) Removal and disposal of the existing turf system
- f) Supply and install of nailer board at sawcut edge
- g) Supply and install of Mirafi 140N fabric prior to installation of Brock Powerbase
- h) 4" perforated storm line
 - o Removal of concrete – corner of pole vault pad
 - o Cleanouts with boxes and concrete collars
 - o Tie-ins
 - o Removal/disposal of trench spoils
- i) Field grading
 - o Laser grade field, sloping per sheet L-1.0
- j) Conformance surveying
- k) Cleanup and legal disposal of all generated debris

Site Preparation does not include:

- a) Any costs associated with necessary charges relating to the delineation of the field.
- b) The supply or installation of the field edging.
- c) Removal and disposal of the existing track surfacing.
- d) Corrections to the asphalt/concrete receiving Beynon surfacing.
- e) In-ground equipment.
- f) Soil stabilization.
- a) Unsuitable soils: once subgrade has been established, a proof roll will be performed to ensure structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be negotiated.
- b) Installation of manholes, junction boxes, gabions, concrete rip wrap, storm drainage not related to the field construction, grate inlets and RCP.





FieldTurf

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- c) Relocation, removal and repair of existing utilities not limited to electrical conduits, power poles, water, sewer, gas, cable, telephone, owner placed conduits or communication feeds within the field of play.
- d) Design services and construction documentation, including, but not limited to: conceptual drawings/preliminary design; construction drawings; storm water management; submittal reviews and processing; architectural/engineering inspections; soil borings; professional survey; and as-built drawings.
- e) Any work not specifically noted above.

PRICE

The purchase price for the Product fully installed shall be **\$999,249** (the "Purchase Price"), as set out below, plus any other permanent inlaid lines, logos, applicable taxes, bonding cost and any other unforeseen costs.

The Purchase Price is subject to increase if affected by a tax increase, new taxes, and levies or any new legally binding imposition affecting the transaction.

A 2 Inch, **FieldTurf Revolution 360 Green Cryo** series turf:

Cost per square foot (approximately)	\$4.31/sf
Sub Total:	\$408,953
Beynon Synthetic Track Surfacing BSS 200 RE	\$265,700
Removal/Disposal/Fine Grading (Site Preparation)	\$85,620
Brock Powerbase YSR	\$167,969
Center Logo (tame – 3 colors)	\$9,800
End Zone Letters (14 letters – 1 color)	\$9,800
Inlaid football markings (numbers, arrows, hash marks)	INCLUDED
Inlaid soccer markings	INCLUDED
8 year 3 rd Party Insured Warranty	INCLUDED
5 year warranty on the Beynon Track	INCLUDED
G-max testing (5 total)	\$5,000
Maintenance Program (14 visits)	\$10,500
CMAS Fees	INCLUDED
Bonding Fees	\$8,780
Sales Tax on materials only (7.5%)	\$27,127
Total Contract Cost	\$999,249





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The Purchase Price shall be payable to Supplier by way of wire transfer or banker's cheque in accordance with the following payment schedule:

Based upon applications for payment submitted to the Customer by the Supplier, the Customer shall make progress payments on account of the Purchase Price to the Supplier as provided below:

The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

Provided that an Application for Payment is received by the Customer not later than the first day of a month, the Customer shall make payment of the certified amount to the Supplier not later than the last day of the next month. If an Application for Payment is received by the Customer after the application date fixed above, payment shall be made by the Owner no later than 30 days after the Customer received the Application for Payment.

Applications for Payment are subject to retainage amount of 5%.

Any unpaid balance bears interest at a rate of 10% per year.

ACCEPTANCE

Upon the Supplier giving the Customer notice of completion of the work, the parties agree, acting reasonably, to mutually determine whether same conforms to the requirements of this Agreement and in the event the parties mutually determine that there are deficiencies, the Supplier will undertake to correct the deficiencies noted ("Acceptance");

Upon Acceptance both parties sign the Certificate of Completion in the form currently in force;

The Warranty currently in force takes effect upon the signing of the Certificate of Completion.

No use whatsoever shall be made of the field by the Customer until the Certificate of Completion is signed and delivered to Supplier.

Any such use will be deemed as Acceptance of the field, triggering final payment and will automatically void any and all warranty of the work, subject to the reinstatement of the Warranty later at the discretion of the Supplier upon the signing of the Certificate of Completion and final payment.

The Customer shall prohibit use of the field if the Customer alleges said field to be incomplete or dangerous. For greater security, in the event that the Customer deems the field to be incomplete or dangerous the Customer will immediately notify its insurers of this additional risk.





INSTALLATION

The installation of the Product shall be performed by Supplier's designated and approved installers. The Customer agrees to allow representatives of Supplier all necessary uninterrupted access and suitable staging area to the site for purposes of installation, and inspection. All lighting and electrical supply must be operational during the installation process.

Minimum staging area required is **11,376 square feet** and no more than 100 feet from the field. Minimum access should be 15 feet wide by 15 feet high. A 25 feet wide by 25 feet long hard or paved surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of in-fill material. Access to any field will include suitable bridging by the Customer over the field curbs from the staging area to permit suitable access to the field by low clearance vehicles.

Force Majeure. No Party shall be liable for delay or failure to perform under this Agreement if such delay or failure is due to any contingency beyond its reasonable control, including acts of God, war, explosion, fire, flood or civil disturbance or labor actions, disputes and disruptions by the employees or sub-trades of either Party hereto or delay or destruction caused by public carrier.

In addition to force majeure, the parties recognize that in certain cases severe weather while not constituting force majeure could delay the installation process of the work contemplated under this agreement.

The Supplier shall not be responsible for any acts of violence or vandalism. The Customer holds Supplier harmless and indemnifies the Supplier from vandalism and acts of violence regarding the present project.

The Customer understands that it is to its benefit and therefore undertakes to accept and store for the length of the warranty period, the remaining synthetic turf left over from the project in case of need.

THIS QUOTATION IS SUBJECT TO THE TERMS AND CONDITIONS OF THE SUPPLIER'S STANDARD SALES AGREEMENT WHICH SHALL PREVAIL OVER THIS QUOTATION, AND BE SUBJECT TO CHANGE WITHOUT NOTICE FROM TIME TO TIME.

THIS QUOTATION IS OPEN FOR ACCEPTANCE FOR A PERIOD OF 3 MONTHS, AFTER WHICH TIME, IF NOT ACCEPTED, IT WILL BE NULL AND VOID.

FOR QUESTIONS, PLEASE CONTACT YOUR FIELDTURF REPRESENTATIVE IN NORTHERN CALIFORNIA; ANDREW ROWLEY BY TELEPHONE (707) 586-2066, EMAIL INFO@FIELDTURFNORCAL.COM, OR FAX (707) 313-0167.





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ACCEPTED QUOTATIONS, DULY SIGNED SHALL BE SENT TO:

1- DEPARTMENT OF GENERAL SERVICES (DGS), PROCUREMENT DIVISION, DATA MANAGEMENT, 707 THIRD STREET, 2ND FLOOR, WEST SACRAMENTO, CALIFORNIA, 95605-2811 (IMS#Z-1).

AND

2- FIELDTURF USA, INC. 7445 COTE-DE-LIESSE ROAD, SUITE 200, MONTREAL, QUEBEC, H4T 1G2, TELEPHONE (514) 340-9311, FAX (514) 340 9374
ATTENTION: LINDSAY AGATTAS, PRICING AND PROJECT MANAGER.

READ, AGREED, AND ACCEPTED

Per: _____



ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Secondary Update: Rocklin Unified School District Career Technical Education
5 Year Plan, 2016 - 2021

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

In Rocklin Unified School District's (RUSD) Strategic Plan and Local Control and Accountability Plan (LCAP), we are committed to providing a variety of opportunities for our students to acquire the skills to become healthy, high functioning adults. To help meet these needs, RUSD has established the Career Technical Education (CTE) 5 year plan.

Status:

The presentation includes information regarding the 5 year plan for Career Technical Education (CTE), Career Technical Education Incentive Grant (CTEIG), Dual Enrollment Options, PCOE Regional Occupational Program/CTE Works and the incorporation of the middle schools in the CTE plan. This material will be provided as a PowerPoint presentation.

Presenter(s):

Martin Flowers, Director of Secondary Programs and School Leadership

Financial Impact:

Current year: N/A
Future years: N/A
Funding source: N/A

Materials/Films:

None

Other People Who Might Be Present:

Jordan White, Coordinator of State and Federal Programs
Brett Hunter, Secondary Teacher
Brian Pointer, Secondary Teacher
Paul Werner, Secondary Teacher

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item

Packet Information:

Secondary Update: Rocklin Unified School District Career Technical Education 5 Year Plan, 2016 –2021
PowerPoint Presentation

Recommendation:

This is an information item only. No action is recommended.

SECONDARY UPDATE:

RUSD CAREER TECHNICAL EDUCATION 5 YEAR PLAN 2016-2021

**Rocklin Unified School District
Board of Trustees Meeting
April 20, 2016**



Presented by
Marty Flowers Director of Secondary Programs and School Leadership
Paul Werner – Teacher Rocklin High School
Brian Pointer – Teacher Whitney High School
Bret Hunter – Teacher Whitney High School

Overview of Presentation

- **Career Technical Education (CTE)**
 - **5 year Plan – Enhance, Expand, and Eliminate**
- **Career Technical Education Incentive Grant (CTEIG)**
- **PCOE Regional Occupational Program/CTE Works**
- **College Options**
- **Next Steps**

- **Appendix**
 - **RUSD Industry Sector, Pathway, Course Sequence and year of entry**

Alignment to Strategic Plan and LCAP

Strategic Plan Strategy I

- We will create student academic growth through dynamic, relevant and increasingly challenging learning experiences

Strategic Plan Strategy II

- We will provide a variety of opportunities for all students to become healthy, self aware, resilient and high functioning adults

LCAP Goal 1

- Rocklin Unified School District (RUSD) will fully implement California Common Core State Standards (CCCSS) district-wide

Enhance, Expand, Eliminate

Enhancements

- **CTE now includes grades 7 – 8 in the Industry Sectors**
 - Middle School Manufacturing and Product Design and Hospitality, Tourism and Recreation will feed into each high school
 - Building and Construction Trades at Whitney High School

Expansion

- **New pathways for 2016-17**
 - Information Support and Services Pathway at Rocklin High School 2016-17
 - Entrepreneurship Pathway at Whitney High School 2016-17
 - Education Pathway at Whitney High School 2016-17
 - Information and Communications Technology at Spring View Middle School articulates with RHS

Eliminate

- **Still continue as elective courses, but not considered CTE**
 - Dance, Theatre Dance, and Theatre Art

Previous Grants Awarded to Support CTE Development

Capital Region Academies for the Next Economy – CRANE Grant

- We have two CTE pathways in RUSD that are supported by the CRANE Grant –
 - Biomedical Science/Project Lead the Way at RHS
 - Advanced Manufacturing at RHS

- CRANE Grant was a 3-year award that provided **\$270,000.00** to RUSD. We have one year remaining with this grant. The remaining \$74,000.00 will be used to support the year 3 of the Biomedical pathway.

Career Technical Education Incentive Grant (CTEIG)

The purpose of the grant is to:

- Expand CTE programs with new pathways and/or enhance current CTE programs.
- Regional Application – 3 Year Regional Grant awarded in 2016
 - 5th largest awarded in the state = \$10,660,814

CTEIG Highlights

➤ RUSD Preliminary Funding

- Year 1 - \$782,978 June 2017
- Year 2 - \$520,965* June 2018
- Year 3 - \$390,038* June 2019

➤ Total Grant Award - \$1,693,981

** Funding not guaranteed unless all requirements met*

CTEIG Requirements

- By the end of 2016-17 school year, all grantees will be expected to meet the CTE program requirements for High Quality CTE (HQCTE) programs. Of the 20 CTE teachers currently in RUSD, 11 have the proper credential, 3 have already submitted to the state, and 6 will complete their work by the end of the year.
- These standards are based on the CDE approved eleven elements of a High Quality CTE program.
- The District is providing compensation up to 25 hours for teachers pursuing a CTE credential.

Eleven Elements of a High Quality CTE Program

1. LEADERSHIP AT ALL LEVELS
2. HIGH-QUALITY CURRICULUM AND INSTRUCTION
3. CAREER EXPLORATION AND GUIDANCE
4. STUDENT SUPPORT AND STUDENT LEADERSHIP DEVELOPMENT
5. INDUSTRY PARTNERSHIPS
6. SYSTEM ALIGNMENT AND COHERENCE
7. EFFECTIVE ORGANIZATIONAL DESIGN
8. SYSTEM RESPONSIVENESS TO CHANGING ECONOMIC DEMAND
9. SKILLED FACULTY AND PROFESSIONAL DEVELOPMENT
10. EVALUATION, ACCOUNTABILITY, AND CONTINUOUS IMPROVEMENT
11. CTE PROMOTION, OUTREACH, MARKETING, AND COMMUNICATION

California's Career Technical Education:

Preparing Students for the 21st Century and Beyond

"We seek the day when every enterprise in California—public and private—has access to a pool of talent that both attracts the world's leading businesses and hastens the development and success of new ones, creating opportunities for all."

INDUSTRY SECTORS

Fashion and Interior Design

- Fashion Design and Merchandising
- Interior Design
- Personal Services

Transportation

- Operations
- Structural Repair and Refinishing
- Systems Diagnostics, Service, and Repair

Building and Construction Trades

- Cabinetry, Millwork, and Woodworking
- Engineering and Heavy Construction
- Mechanical Systems Installation and Repair
- Residential and Commercial Construction

Engineering and Architecture

- Architectural Design
- Engineering Technology
- Engineering Design
- Environmental Engineering

Hospitality, Tourism, and Recreation

- Food Science, Dietetics, and Nutrition
- Food Service and Hospitality
- Hospitality, Tourism, and Recreation

Education, Child Development, and Family Services

- Child Development
- Consumer Services
- Education
- Family and Human Services

Information and Communication Technologies

- Information Support and Services
- Networking
- Software and Systems Development
- Games and Simulation

Business and Finance

- Business Management
- Financial Services
- International Business

Agriculture and Natural Resources

- Agricultural Business
- Agricultural Mechanics
- Agriscience
- Animal Science
- Forestry and Natural Resources
- Ornamental Horticulture
- Plant and Soil Science

Arts, Media, and Entertainment

- Design, Visual, and Media Arts
- Performing Arts
- Production and Managerial Arts
- Game Design and Integration

Manufacturing and Product Development

- Graphic Production Technologies
- Machining and Forming Technologies
- Welding and Materials Joining
- Product Innovation and Design

Public Services

- Public Safety
- Emergency Response
- Legal Practices

Marketing, Sales, and Services

- Marketing
- Professional Sales
- Entrepreneurship/Self-Employment

Energy, Environment, and Utilities

- Environmental Resources
- Energy and Power Technology
- Telecommunications

Health Science and Medical Technology

- Biotechnology
- Patient Care
- Health Care Administrative Services
- Health Care Operational Support Services
- Public and Community Health
- Mental and Behavioral Health

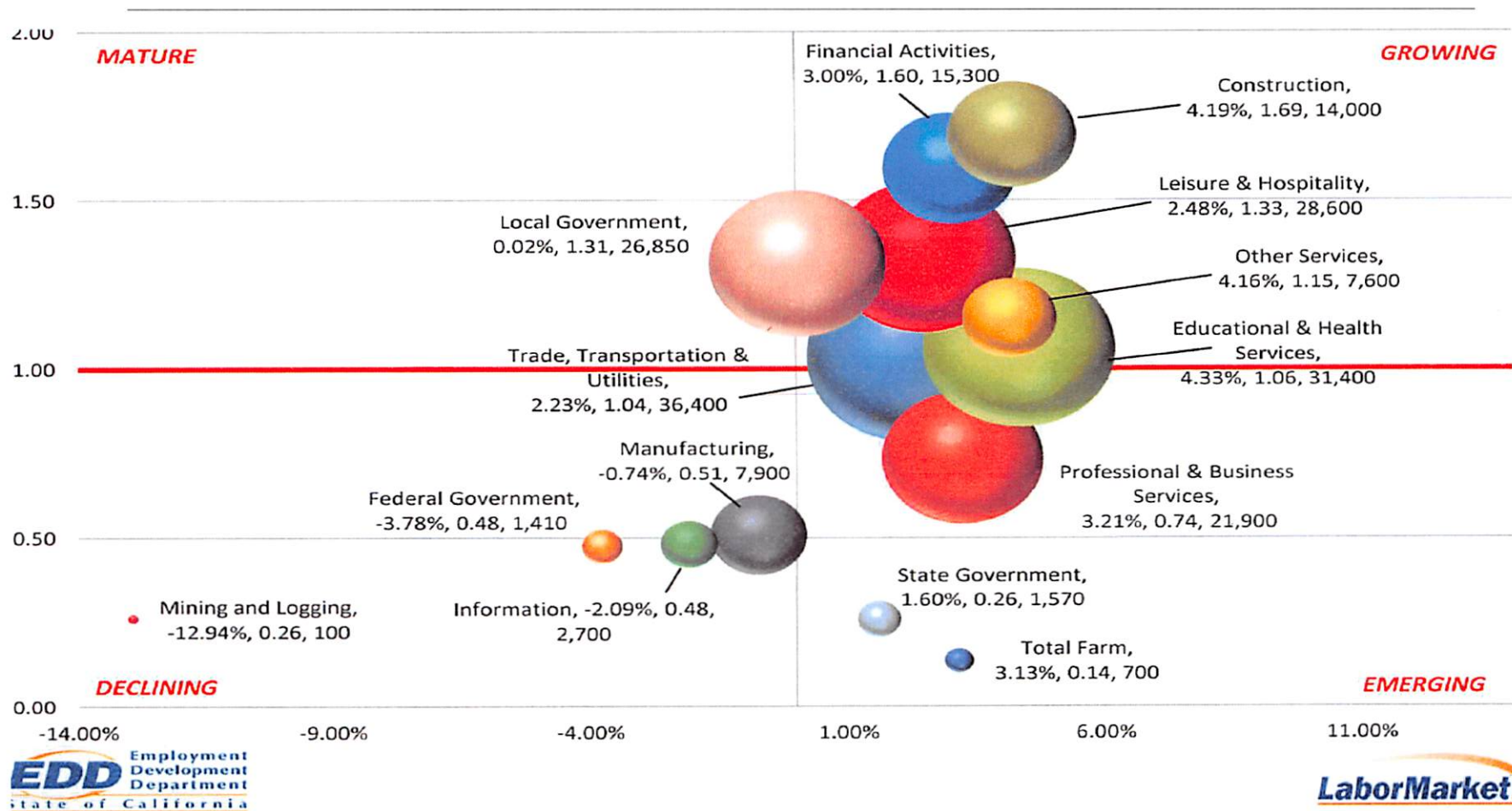


<http://www.cte.ca.gov/bs/cctsf/ctem-standards.asp>

Learning that works for California

CTE

Industry Sector Regional Study 2010-2014 Provides Relevance to Rocklin's CTE Pathways



Middle School CTE Industry Sectors for 2016- 2017

Granite Oaks Middle School

- Manufacturing and Product Design
 - Hospitality, Tourism and Recreation
- *STEM Academy

Spring View Middle School

- Manufacturing and Product Design
 - Hospitality, Tourism and Recreation
- *Information and Communications Technology

High School CTE Industry Sectors for 2016-2017

Rocklin High School

- Arts, Media and Entertainment
- Health Science and Medical Technology
- Hospitality, Tourism & Recreation
- **Informational Technology ***
- Manufacturing & Product Development

Whitney High School

- Arts, Media and Entertainment
- Building & Construction Trades
- **Education, Child Development & Family Services ***
- Hospitality, Tourism & Recreation
- **Marketing, Sales and Service ***

* New Sectors

What's New in RUSD

Pathways:

- Software and System Development Pathway at Rocklin High School
- Entrepreneurship Pathway at Whitney High School
- Architectural and Structural Engineering Pathway at Whitney High School

Software and System Development Pathway at Rocklin High School

Course Sequence:

Information & Support Services

- Exploring Computer Science (2016-2017)
- IT Essentials (2017-2018)
- AP Computer Science A or Computer Science Principles (current elective course)
- Technology Leadership (2017-2018)

Entrepreneurship Pathway at Whitney High School

Course Sequence:

Entrepreneurship Pathway

- Introduction to Business (2017-18)
- Accounting (current elective course)
- Entrepreneurship I (2016-17)
- Entrepreneurship II (2017-18)

Building and Construction Trades Pathway at Whitney High School

Course Sequence:

Building and Construction Trades Pathway

- Foundation of Construction (2016-17)
- Craftsmanship & Construction Technology (2016-17)
- Advanced Construction (2017-18)
- Internship and Construction Technology (2017-18)

Future pathways:

Architectural and Structural Engineering

- Architectural Design (2019-20)
- Engineering Design (2020-21)

PCOE Regional Occupational Program (ROP)/CTE Works

- The purpose of ROP is to provide marketable job skills upon completion of the program. All programs are based on job market needs.
- PCOE offers approximately 25 ROP courses countywide and RUSD is part of this larger consortia.
- High school juniors and seniors may enroll; sophomores need special permission.
- Students may earn high school credits, receive a Certificate of Completion, earn Community College credits and/or satisfy UC/CSU admission requirements.
- RUSD currently has 146 students participating in ROP classes countywide.

PCOE Regional Occupational Program (ROP)/CTE Works

Two ROP courses are currently offered in RUSD:

➤ **RHS - ROP Engineering for Manufacturing**

- Teacher - Dan Frank

This class is designed for students exploring a career in manufacturing or engineering. Students who plan on attending apprenticeship programs for welding, machining and die making, or 4-year colleges are encouraged to take this course.

➤ **WHS - ROP Baking and Pastry Careers**

- Teacher - Carissa McCrory

Students who complete this program will be prepared to take their ServSafe Foodhandler's Card test certificate from the foodservice experts, the National Restaurant Association.

** Cost of ROP program is now shifting to local districts*

College Options

- **Articulation** - An articulated high school course or courses are those that the college/university faculty in the discipline have determined to be comparable to a specific community college course in content and rigor. This is a teacher to professor agreement and students do not receive transcript credit. RUSD currently has five agreements.
- **Concurrent Enrollment** - Broadly defined as high school students taking college course work. Offers students an opportunity to complete college-level coursework to earn college credits while they are pursuing their high school diploma, but credit is not attributed to both institutions.
- **Dual Enrollment** - Students are enrolled DUALY – (i.e. high school and college) Students earn transcript credit from both schools. We are working on expanding these opportunities for our students.

Next Steps

- Continue implementation and monitoring of the 11 Elements of a High Quality CTE Program
- Ensure CTE teachers obtain required CTE credential
- Meet CTEIG requirements to ensure funding for years 2 and 3 to continue CTE funding opportunities
- Identify additional staff willing to partner with Community Colleges to bring Dual Enrollment option to RUSD
- Continue partnership with the Placer County Regional Steering Committee on CTE.

RUSD CTE Career Pathway Matrix

RUSD (9 Industry Sectors and 12 Pathways)

Rocklin High School (5 Industry Sectors and 9 Pathways)

CTE Industry Sector: Arts, Media & Entertainment

CTE Career Pathway: Design, Visual & Media Arts

Course Name	Tackett-Lead Teacher		
	IntroClass	Concentrator Class	Capstone
Digital Art I	X		
Digital Art II		X	
Digital Art III		X	
AP 2D Digital Studio Art or AP 3D Design			X

CTE Industry Sector: Arts, Media & Entertainment

CTE Career Pathway: Production and Managerial Arts

Course Name	Jeffreys-Lead Teacher		
	IntroClass	Concentrator Class	Capstone
Broadcasting I	X		
Broadcasting II (Broadcast Journalism)		X	
Broadcasting III			X
Broadcasting IV			X

CTE Industry Sector: Arts, Media & Entertainment

CTE Career Pathway: Production and Managerial Arts

Course Name	Kaylor-Lead Teacher		
	IntroClass	Concentrator Class	Capstone
Intro to Digital Photography/Photo I	X		
Photo II		X	
Photo III			X
Photo Journalism			X

CTE Industry Section: Hospitality, Tourism, and Recreation

CTE Career Pathway: Hospitality, Tourism & Recreation

Course Name	Andrews-Lead Teacher		
	IntroClass	Concentrator Class	Capstone
Culinary Arts I	X		
Culinary Arts II		X	
ROP Baking & Pastry Careers or Hospitality & Tourism (2017-2018)			X
Hospitality Internships through Work Experience (2017-2018)			X

CTE Industry Sector: Health Sciences and Medical Technologies

Project Lead The Way/Biomedical Pathway

Course Name	Kimmel-Lead Teacher		
	IntroClass	Concentrator Class	Capstone
Principles of Biomedical Science	X		
Human Body Systems		X	
Medical Interventions (2016-2017)		X	
Biomedical Innovations (2017-2018)			X

Whitney High School (5 Industry Sectors and 7 Pathways)

CTE Industry Sector: Arts, Media & Entertainment

CTE Career Pathway: Design, Visual & Media Arts

Course Name	Lum-Lead Teacher		
	IntroClass	Concentrator Class	Capstone
Mass Media	X		
Graphic Communication I	X		
Graphic Communication II		X	
Graphic Communication III			X

CTE Industry Sector: Arts, Media & Entertainment

CTE Career Pathway: Production and Managerial Arts

Course Name	Barnholdt-Lead Teacher		
	IntroClass	Concentrator Class	Capstone
Introduction to Broadcasting	X		
Broadcast Journalism		X	
Film Production			X
Live TV Productions			X

CTE Industry Sector: Arts, Media & Entertainment

CTE Career Pathway: Production and Managerial Arts

Course Name	Labrot-Lead Teacher		
	IntroClass	Concentrator Class	Capstone
Intro to Digital Photography	X		
Photography Laboratory		X	
Photo Journalism			X

CTE Industry Section: Hospitality, Tourism, and Recreation

CTE Career Pathway: Food Services and Hospitality

Course Name	McCrary-Lead Teacher		
	IntroClass	Concentrator Class	Capstone
Culinary Arts I	X		
Culinary Arts II		X	
ROP Baking and Pastry Careers			X

CTE Industry Sector: Marketing, Sales and Services

CTE Career Pathway: Entrepreneurship

Course Name	Pointer-Lead Teacher		
	IntroClass	Concentrator Class	Capstone
Introduction to Business (2017-18)	X		
Accounting		X	
Entrepreneurship I (2016-17)			X
Entrepreneurship II (2017-18)			X

CTE Industry Sector: Information Technology

CTE Career Pathway: Information Support & Services

Course Name	Werner-Lead Teacher		
	IntroClass	Concentrator Class	Capstone
Exploring Computer Science (2016-2017)	X		
IT Essentials (2017-2018)		X	
AP Computer Science or Computer Science Principles			X
Technology Leadership (2017-2018)			X

CTE Industry Sector: Manufacturing & Product Development

CTE Career Pathway: Machine and Forming Technologies

Course Name	Frank-Lead Teacher		
	IntroClass	Concentrator Class	Capstone
Engineering Support Technologies I	X		
Engineering Support Technologies II		X	
ROP Engineering for Manufacturing			X

CTE Industry Sector: Engineering and Architecture

CTE Career Pathway: Engineering Technologies

Course Name	Frank-Lead Teacher		
	IntroClass	Concentrator Class	Capstone
Engineering Support Technologies I	X		
Engineering Support Technologies II		X	
Engineering Support Technologies III			X

CTE Industry Sector: Manufacturing & Product Development

CTE Career Pathway: Graphic Production Technologies

Course Name	Tackett-Lead Teacher		
	IntroClass	Concentrator Class	Capstone
Graphic Communication I	X		
Graphic Communication II		X	
Graphic Communication III			X
AP Digital Studio Art 2D			X

Intro course - set the foundation

Concentrator - builds upon the foundation with specific skills

Capstone - career readiness skills with hand on learning - internships

project based instruction - internships - Work based learning

CTE Industry Sector: Education, Child Development & Family Services

CTE Career Pathway: Education

Course Name	Armas-Lead Teacher		
	IntroClass	Concentrator Class	Capstone
Core Technology, Careers, and Education (2017-18)	X		
Development of Adolescents (2018-19)		X	
STARS (Internship)			X

CTE Industry Sector: Building Trades & Construction

CTE Career Pathway: Residential and Commercial Construction

Course Name	Hunter-Lead Teacher		
	IntroClass	Concentrator Class	Capstone
Foundation of Construction (2016-17)	X		
Craftsmanship & Construction Technology (2016-17)		X	
Advanced Construction (2017-18)		X	
Internship and Construction Technology (2017-18)			X

Plan to add more pathways

Architectural Design (2019-20)

Engineering Design (2020-21)

X

X

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Proposed 2016-17 Budget Augmentation & Local Control Accountability Plan (LCAP) Update

DEPARTMENT: Office of the Deputy Superintendent, Business & Operations

Background:

On March 16, 2016, staff presented preliminary Local Control Accountability Plan (LCAP) goals and action and described the process of getting parent, staff, student and community input.

Status:

Staff will present the proposed expenditure plan for the goals and actions as well as budget augmentation for 2016-17 for the general fund budget based on this input. This is in support of the District Strategic Plan and LCAP goals.

Presenter:

Barbara Patterson, Deputy Superintendent, Business & Operations
Kathy Pon, Deputy Superintendent, Educational Services
Melanie Patterson, Program Specialist, LCAP

Financial Impact:

Current year:
Future years:
Funding source:

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item

Packet Information:

Power Point Presentation

Recommendation:

This is an informational item only; no action required.

2016-17 Proposed Budget Augmentations and Local Control Accountability Plan (LCAP) Update

**Rocklin Unified School District
Board of Trustees Meeting
April 20, 2016**



Presented by:

Kathleen Pon, Deputy Superintendent, Education Services

Barbara Patterson, Deputy Superintendent, Business & Operations

Melanie Patterson, Program Specialist, LCAP

Overview of Presentation

- Major budget assumptions
- One time funding
- Proposed budget augmentations
 - Unrestricted
 - Implementation of WestEd Special Education Study
 - Multi-Tiered System of Supports
- LCAP goals
 - LCAP Supplemental funding summary
 - Goals and recommended actions/ services
- Next steps

Major Budget Assumptions

- Enrollment growth of 130 students in 2016-17, no growth in out years
- Staffing for growth
- CA Department of Finance's projected LCFF funding gap %s:

School Year	Projected Gap % Funded	New LCFF Revenue
2016-17	49.08%	\$5.11 million
2017-18	45.34%	\$2.84 million
2018-19	6.15%	\$363k

- 2016-17 Base new revenue - \$4.9 million
- 2016-17 Supplemental new revenue \$215k

Major Budget Assumptions, cont'd.

- Mandatory benefit rate changes (i.e. PERS, STRS, workers' compensation)
- 3% Routine Restricted Maintenance Account (RRMA) contribution
- \$80 per ADA contribution for deferred maintenance, offset by Prop 39 and RDA funding
- Increase of \$1 million in instructional materials budget for new textbook adoption for 11th grade math and K-12 English/Language Arts
- Decrease in indirect cost rate from 5.97% to 3.48% (\$500k decrease in unrestricted)

One Time Funding

- Governor has proposed one time funding of \$214/ADA in 2016-17 = \$2.3 million for RUSD
 - Utilize approximately \$450k each year for three years for partial funding of the textbook adoptions
 - Utilize approximately \$82k to continue 10% one time site funding in 2016-17 for bridge materials to implement CA Common Core State Standards.
 - Reserve remaining balance for possible changes in budget assumptions, including enrollment growth projection, in MYP

- Continue implementation of 2015-16 one time mandated cost reimbursement three year expenditure plan (year 2)

- Continue implementation of one time Educator Effectiveness Program three year expenditure plan (year 2)

2016-17 Proposed Budget Augmentations - Unrestricted

	FTE	Estimated Cost
General education teacher staffing due to growth	<u>4.76</u>	<u>\$ 396,408</u>
Classified staffing due to growth	<u>0.365</u>	<u>\$ 13,211</u>
Calpads/Aeries/assessment technician	<u>1.00</u>	<u>\$ 92,180</u>
Special Ed Program Specialist II extension of work year 20 days to cover summer school	<u>0.10</u>	<u>\$ 9,594</u>
Health Aides & LVNs - 2 extra days at beginning of year for start up & 3 days for training		<u>\$ 8,000</u>
Stipends - transfer 50% back to general fund; secondary VAPA, Co-Curricular and Athletic Stipends		<u>\$ 90,000</u>
Department budget increases		<u>\$ 105,000</u>
ROP services from PCOE		<u>\$ 52,034</u>

2016-17 Proposed Staffing Augmentations for Implementation of WestEd Special Education Study:

Job Classification	FTE	Estimated Cost	Funding Sources
Behaviorist (bring in house, cost offset from savings by eliminating NPA contracts)	1.00	\$ 5,000	100% unrestricted
Behaviorist to implement PBIS	1.00	\$ 112,126	100% mental health funding
Mental Health Specialist	1.00	\$ 112,126	90% mental health funding / 10% unrestricted
Inclusion Specialist	1.00	\$ 83,279	100% unrestricted
Special Education Teacher on Special Assignment (TOSA)	1.00	\$ 83,279	supplemental
	5.00	\$ 395,809	

STRENGTHENING STUDENT SERVICES IN ROCKLIN USD in a Multi-Tiered System of Supports

2016-17 Positions and Services

**Contracted Mental Health Specialists
(General Ed)**

**Training &
Supervising of
Counseling Interns**

**Counseling Interns
Counseling and
social skills groups**

**Behaviorist/Mental
Health Funds**

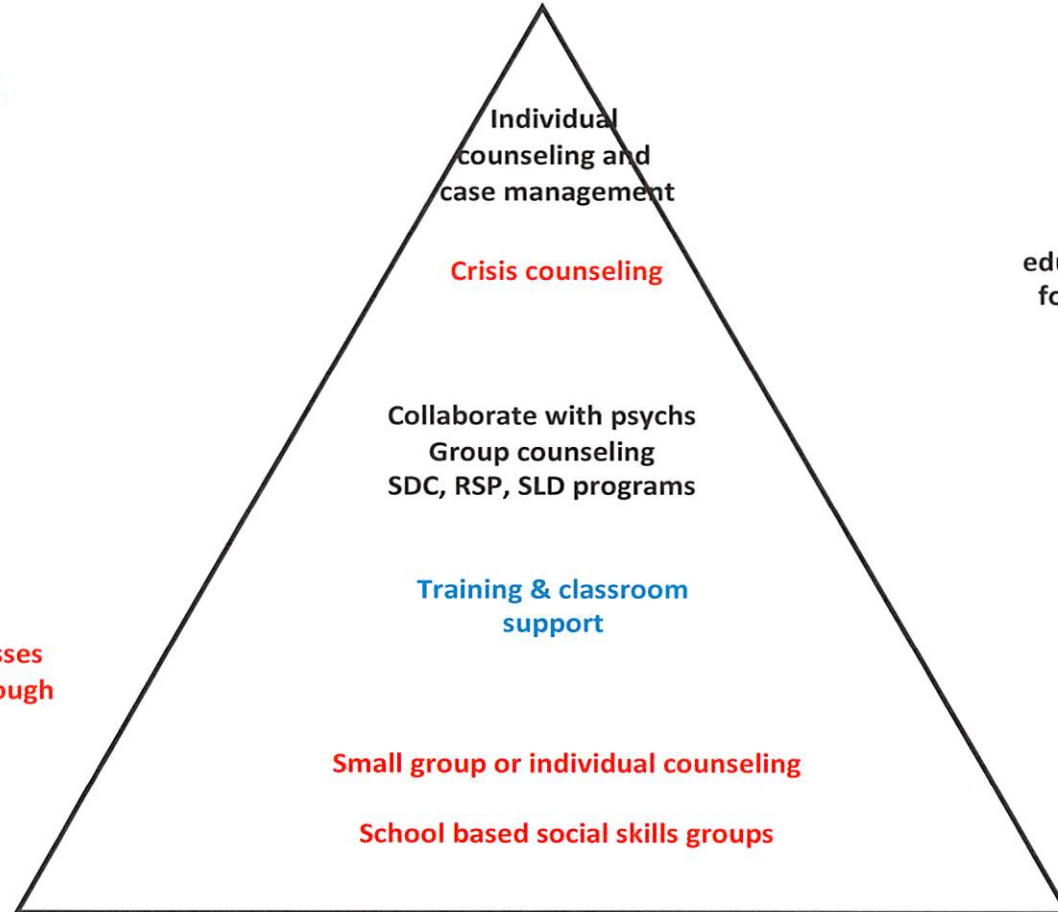
**General education classes
behavioral support through
PBIS coaching**

**Mental Health Specialist
(Special Ed)
Support for
ED & Autism programs**

**Inclusion Specialist
Addresses curriculum &
instruction for special
education students especially
for purposes of inclusion in
the general education**

**Behaviorist/Mental Health
Contract
Addresses *specific behaviors*
of *Special Education* students**

**Teacher on Special
Assignment
Addresses *academic*
curriculum &
instruction for special
education students in
special and general ed
classes**



- Principally General Ed
- All students and staff
- Principally Special Ed

2016-2017 LCAP Goals

1. Rocklin Unified School District (RUSD) will ensure that all students will achieve to their highest potential and make continuous progress toward increasingly challenging **academic goals** consistent with college and career readiness standards and expectations.
2. RUSD will ensure that **staff continually build capacity** through professional learning and growth opportunities to support student achievement and success.
3. RUSD will provide **support systems for learning** (during both the school day and after school) and provide **safe schools** with healthy climates where all students have the opportunity to achieve at high levels.

2016-2017 LCAP Budget Summary

2015-16 LCFF Supplemental Allocation + PY Carryover	\$3,145,722
2016-17 new LCFF Supplemental Funding	<u>\$215,085</u>
2016-17 LCFF Total Estimated Supplemental Budget	\$3,360,807

Other Funding Sources Supporting LCAP Actions:

- LCFF Base
- 2015-2016 One Time Mandated Fund Grant
- 2015-2016 Educator Effectiveness Grant
- Career Technical Education Grant
- Federal Categorical Programs

2016-2017 LCAP Goal #1

Recommended Actions/Services

1.1	Implement California State Standards by providing new and replacement instructional materials and supports	\$1,821,823 \$372,866	Base Restricted Lottery
1.2	Support early learning by expanding implementation of full-day Kindergarten program to all sites and continuing Transitional Kindergarten	\$368,441	Supplemental
1.3	Provide College and Career Counseling and training to increase successful transitioning for targeted students and other specific college/career related outcomes	\$263,477 \$5,000	Supplemental Ed Effectiveness
1.4	Refine and implement program offerings to TK-12 English Learners	\$832,747	Supplemental
1.5	Provide technology and internet access for targeted students in need.	\$30,000	Supplemental
1.6	Identify and support CTE pathways connected to industry sectors	\$500,000	CTE Grant

2016-2017 LCAP Goal #1

Recommended Actions/Services, cont'd.

1.7	Support implementation of LCAP goals through provision of administrative and operational services and community engagement	\$129,853 \$2,150,590	Supplemental Base
1.8	Provide access for targeted students in co-enrollment courses with community college	\$5,000	One Time
1.9	Support college/career readiness by providing AVID Tutoring	\$3,315	Supplemental
1.10	Provide timely and effective communication pathways between teachers, parents, and students.	\$175,741	Base
1.11	Explore options for supporting college readiness through PSAT testing for all 10th and/or 11th grade students	Cost included in Base	

2016-2017 LCAP Goal #2

Recommended Actions/Services

2.1	Continue to maintain and/or develop highly qualified staff based on desired skills and qualifications and placed in the correct assignments	\$52,608,933 \$169,772 \$277,148 \$127,251	Base One time Ed Effectiveness Title IIA
2.2	Provide professional learning supported by six Teachers on Special Assignment in alignment with the RUSD PD Plan	\$627,843	Supplemental
2.3	Incorporate learning walks or Instructional Rounds with administration and teachers to support inquiry around best practices and data collection to inform ongoing adult learning and program development	\$5,000	One Time
2.4	Support learning in MTSS for all staff	\$20,800	Ed Effectiveness
2.5	Provide TK and K targeted learning	\$8,000	Ed Effectiveness

2016-2017 LCAP Goal #2

Recommended Actions/Services

2.6	Identify appropriate training on diversity and tolerance	\$5,000	One Time
2.7	Continue to support GLAD/SOAR training for language/discourse	\$37,000 \$20,000	One Time Ed Effectiveness
2.8	Support staff training for those working with targeted students, including but not limited to Instructional Aides	\$3,000	Ed Effectiveness
2.9	Begin to address how to effectively use Professional Learning Community time by aligning school calendars for early release Mondays to allow for cross site collaboration	Cost included in Base	
2.10	Support CTE teacher training to remain relevant and current in best practice	\$8,000	CTE Grant

2016-2017 LCAP Goal #3

Recommended Actions/Services

3.1	Support student achievement through instructional support, including Instructional Aides and services for students with exceptional needs	\$219,566 \$8,469,512	Supplemental Base
3.2	Provide intervention/tutoring opportunities for all students by refining, refocusing, and expanding district-wide Intervention programs K-12 giving priority to targeted students.	\$191,000	Supplemental
3.3	Support targeted students at SVMS in literacy through a learning center model	\$45,000	Supplemental
3.4	Provide high school Mid-Year Intervention Program (MYIP (Night School))	\$60,000	Supplemental
3.5	Support student achievement through elementary and secondary summer school, including enrichment opportunities and transportation provided to targeted students	\$145,770	Supplemental
3.6	Provide family engagement/education in math, digital citizenship, college and career readiness, bully prevention (including cyber-bully prevention), Love & Logic, Youth Mental Health First Aid	\$20,852	Supplemental
3.7	Implement Phase 1 of Multi-Tiered System of Supports (MTSS)	\$56,000	Ed Effectiveness
3.8	Support English learners at the elementary and secondary level through the Family Tutoring Center (RE, CS), MyOn Literacy program, and family engagement	\$17,200	Supplemental

2016-2017 LCAP Goal #3 Recommended Actions/Services, cont'd.

3.9	Provide support for foster youth based upon Individual Foster Youth Success Plans facilitated by the Foster Youth District Liaison and establish a district Foster Youth Task Force to identify further needs and services	\$2,500	Supplemental
3.10	Continue providing safe and well maintained facilities	\$7,209,895	Base
3.11	Continue providing safe and efficient transportation for targeted students	\$403,243	Supplemental
3.12	Continue partnerships with Rocklin Police, Rocklin Fire and other EMS personnel to review and revise emergency evacuation procedures for all staff at sites and work locations	\$132,397	Base
3.13	Continue expansion of Positive Behavior Intervention & Supports (PBIS) to schools throughout the district based upon need	\$68,000	One Time
3.14	Implement Digital Citizenship Curricula across all grade levels	Cost included in Action 2.2	
3.15	Work with site principals to provide universal Anti-Bullying policies, procedures, curricula and Universal/Discipline Practices using pro-social strategies and alternatives to suspension	Cost included in Base	
3.16	Provide counseling support for struggling secondary students and social skill interventions at elementary sites	\$150,000	One Time

Next Steps

- Complete draft 2016-2019 LCAP with budget
- Share draft with Parent Advisory Committee, District Leadership Team, and Cabinet
- Post draft 2016-2019 LCAP on website for feedback
- Finalize enrollment projections and adjust LCAP and budget accordingly
- Governor's May Revise
- Final adjustments to LCAP and 2016-17 budget

Next Steps, cont'd.

- Hold public hearing and present 2016-2019 LCAP and 2016-17 budget on June 8, 2016
- Present 2016-2019 LCAP and 2016-17 budget for Board approval on June 22, 2016
- Submit 2016-2019 LCAP and 2016-17 adopted budget to Placer County Office of Education by June 30, 2016

PENDING BOARD AGENDA ITEMS

February 2016

Agenda Item	Administrator	Board Meeting
Williams Uniform Complaints, Quarterly Report <i>(Consent)</i>	Ed Services	July
Resolution Delegating Barbara Patterson as Representative and Roger Stock as Alternate Representative to Joint Powers Board for SIG <i>(Consent)</i>	Business & Operations	July
Non-Public School and Agency Master Contracts for the Upcoming School Year	Ed Services	July
Resolution Adopting Declaration of Need for Fully Qualified Educators <i>(Action)</i>	Human Resources	July
Tax Report for CFD No. 1 and No. 2, Yearly Adoption	Business & Operations	July/August
Summer School Program Report	Ed Services/Staff	July/August
Information and Related Actuarial Reports on Workers' Compensation Claims & Health/Welfare Benefits for Retired Employees After 65	Business & Operations	August
Resolution Approving Listed Teachers to Teach Specified Courses Outside their Credential Authorizations in Departmentalized Setting (per Ed Code Sections 44258.3, 44263 and 44256(b))	Human Resources	August
BP 9270 - Conflict of Interest, Biannual Review – (Every Other Year, Action)	Business & Operations	August 2016
School Opening/Readiness Report <i>(Information)</i>	Ed Services/Staff	August
Unaudited Actuals, Approve District Certification	Business & Operations	August/September
Resolution Establishing Appropriation Limitation (GANN) <i>(Action)</i>	Business & Operations	August/September
Summer Civic Program Update – (Information)	Chief of Communications	September
Hold Public Hearing and Approve Resolution Affirming Sufficient Textbooks and Instructional Materials <i>(post Notice of Public Hearing 10 days in advance; required by the 8th week of the start of school)</i> <i>(Action)</i>	Ed Services	September/October
RUSD Employee Years of Service Recognition	Human Resources	September/October
Williams Uniform Complaints, Approve Quarterly Report <i>(Consent)</i>	Ed Services	October
RUSD Strategic Plan Quarter 1 Update <i>(Information)</i>	Strategic Planning	October/November
Set Date for Annual School Board Organizational Meeting <i>(Action)</i>	Superintendent	November
First Interim Report <i>(Action)</i>	Business & Operations	December
Organizational Board Meeting/Special Presentation to Board President <i>(Action)</i>	Superintendent	December

Single Plan for Student Achievement <i>(previously known as School Improvement Plan)</i> <i>(Consent)</i>	Ed Services	December
Audit Report <i>(Action)</i>	Business & Operations	January
Schedule Goal Setting Workshop	Superintendent/Staff	January
Williams Uniform Complaints, Approve Quarterly Report <i>(Consent)</i>	Ed Services	January
Budget Assumptions & Priorities	Business & Operations	February
Identify Teachers for Non-Reelection; Prepare Letters of Notification <i>(March 1st Mtg – Closed Session)</i>	Human Resources	February
Resolution Authorizing the Release of Temporary Certificated Employees Pursuant to Ed Code 44954 <i>(Consent)</i>	Human Resources	March <i>(1st Mtg)</i>
Present Draft School Year Calendar <i>(two years out - Consent)</i>	Human Resources	March <i>(1st Mtg)</i>
Annual Board Action Regarding Distribution of Non-Reelection Letters	Human Resources	March <i>(1st Mtg)</i>
Finalize District's Proposal and Prepare for Sunshining Process	Human Resources	March <i>(1st Mtg)</i>
Notify the Board in writing by April 1; complete Performance Evaluation for the Superintendent, per contract schedule	Superintendent/Board	March
Annual Resolution Authorizing the Release of Free/Reduced Lunch Information for CAASPP Testing <i>(consent)</i>	Ed Services	March
Certification of Temporary Athletic Team Coaches <i>(consent)</i>	Human Resources	March
Special Education Update	Ed Services	March
Strategic Plan Quarter 2 Update <i>(Information)</i>	Strategic Planning	March
Vote for CSBA Delegate Assembly Representative(s) for Region 4D <i>(Action)</i>	Superintendent	March
School Year Calendar <i>(two years out - Consent)</i>	Human Resources	March <i>(2nd Mtg)</i>
Budget Update/Information	Business & Operations	March/April
Sierra College Report (Rocklin Graduates)	Ed Services	March/April
School Safety Plans <i>(Consent)</i>	Ed Services/Coord St & Fed Programs	March/April
Annual Personnel Update – Renewal of Contracts for Site Administrators <i>(Closed Session)</i>	Ed Services	April
Williams Uniform Complaints Quarterly Report <i>(Consent)</i>	Ed Services	April
Spelling Bee Winner(s) <i>(Recognition)</i>	Ed Services	April

Annual Review of Master Plan/Nexus Study (<i>Bi-annual—even numbered years</i>)	Facilities	April/May
Developer Fee Update (<i>Bi-annual-even numbered years</i>)	Facilities	April/May
Summer School Principals Approval Contingent on State Funding (<i>include on Certificated Personnel Report</i>) (<i>Consent</i>)	Ed Services	April/May
Second Interim Report/Approval (<i>Action</i>)	Business & Operations	May
RUSD Strategic Plan Quarter 3 Update (<i>Information</i>)	Strategic Planning	May
*Facilities-Use Policy/Practice and Schedule of Fees	Facilities	May
Waivers for Special Education Students who Passed Math Portion of the CAHSEE with Modifications (<i>Consent</i>)	Ed Services	May
Provide Retiree Benefit Update (<i>Bi-annual, every other yr</i>)	Business & Operations	May
Present Tentative Budget and Budget Priorities	Business & Operations	May
Classified Layoff (<i>if necessary</i>)	Human Resources	May
Final Board Action Regarding Administrative Reassignments or First Year Prob/Temp Teachers	Human Resources	May
Approve Resolution for Interfund Transfers of Special or Restricted Fund Monies	Business & Operations	May
AFJROTC Color Guard Special Recognition (Student Representative Unit & Cadet Commander)	Superintendent/Staff	May (<i>2nd Mtg</i>)
Student Board Member Recognition	Superintendent	May (<i>2nd Mtg</i>)
BP/AR 5116.1 – Intradistrict Open Enrollment review as required by Ed Code 35160.5 (<i>must be completed by July 1</i>)	Ed Services	May/June
Complete Superintendent's Performance Evaluation and Update Contract	Superintendent/Board	May/June
CIF Representatives for Upcoming School Year (<i>Consent</i>)	Ed Services	May/June
LCAP Approval/Hold Public Hearing (<i>Action</i>)	Ed Services	May/June
Board Meeting Dates for Upcoming School Year (<i>Consent</i>)	Superintendent	June (<i>1st Mtg</i>)
Resolution Authorizing End-of-Year Budget Transfers (<i>Consent</i>)	Business & Operations	June
Resolution Delegating Certain Contracting Powers to the Superintendent or Designee (<i>Consent</i>)	Facilities	June
Consolidated Applications (Part 1/Part 2)	Ed Services	June
Final Budget Approval/Hold Public Hearing (<i>Action</i>)	Business & Operations	June

Authorization to Dispose of Surplus Property	Facilities	June
EPA Spending Plan	Business & Operations	June
Community Advisory Committee (CAC), Appoint Parent Representative for 2 year Term <i>(every other year, due 2015, Consent)</i>	Ed Services	June
Expulsion Hearing Panel for Upcoming School Year <i>(Consent)</i>	Ed Services	June/July

* Denotes a non-annual/one-time only agenda item.