

**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*



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

1.0 **CALL TO ORDER**

2.0 **ROLL CALL**

3.0 **CLOSED SESSION (6:15 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, Ruhkala Elementary

4.0 **RECONVENE TO OPEN SESSION**

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

6.0 **PLEDGE OF ALLEGIANCE**

7.0 **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.

8.0 **COMMENTS FROM BOARD AND SUPERINTENDENT**

9.0 **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.

9.1 **APPROVE BOARD MINUTES** – Request to approve Board minutes.  
9.1.1 June 22, 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 BILL WARRANTS** – Request to approve Bill Warrants. (Barbara Patterson)

- 9.5 **APPROVE MONTHLY ACCOUNT SUMMARIES** – Request to approve monthly account summaries. (Barbara Patterson)
- 9.6 **APPROVE REQUESTS FOR AUTHORIZATION FROM SCHOOL CONNECTED ORGANIZATIONS (PARENT TEACHER [PTC]/BOOSTER CLUBS)** – Request to approve list of school connected organizations for 2016-17 Parent Teacher (PTC)/Booster Clubs. (Barbara Patterson)
- 9.7 **APPROVE SERVICE AGREEMENT WITH LOZANO SMITH FOR LEGAL SERVICES** – Request to approve agreement with Lozano Smith for legal services. (Barbara Patterson)
- 9.8 **APPROVE CONTRACT WITH LOY MATTISON ENTERPRISES FOR SERVICES RELATED TO THE E-RATE PROGRAM FOR 2016 - 17** – Request to approve contract with Loy Mattison Enterprises related to the E-RATE program for the 2016-17 school year. (Barbara Patterson)
- 9.9 **REJECT CLAIM NO. R16-02** – Request to reject claim R16-02. (Barbara Patterson)
- 9.10 **RATIFY CONTRACT FOR VALLEY VIEW ELEMENTARY SCHOOL AMPHITHEATER CONCRETE PROJECT**– Request to ratify contract with Johnson & Sampson Construction, Inc. for amphitheater concrete project at Valley View Elementary School. (Craig Rouse)
- 9.11 **RATIFY CONTRACT FOR SUNSET RANCH ELEMENTARY SCHOOL AMPHITHEATER CONCRETE PROJECT** – Request to ratify contract with Johnson & Sampson Construction, Inc. for amphitheater concrete project at Sunset Ranch Elementary School. (Craig Rouse)
- 9.12 **RATIFY CONTRACT FOR COBBLESTONE ELEMENTARY SCHOOL CHAIN LINK FENCE INSTALLATION PROJECT**– Request to ratify contract with Crusader Fence Co., Inc. for the chain link fence installation project at Cobblestone Elementary School. (Craig Rouse)
- 9.13 **RATIFY CONTRACT FOR ROCKLIN ELEMENTARY SCHOOL WALLPAPER INSTALLATION PROJECT**– Request to ratify contract with Commercial Wallcovering Services, Inc. for the wallpaper installation project at Rocklin Elementary School. (Craig Rouse)
- 9.14 **AWARD BID FOR CUSTODIAL SUPPLIES FOR 2016-17 SCHOOL YEAR**– Request to award bid/contract for custodial supplies for the 2016-17 school year to Sac Val Janitorial Services. (Craig Rouse)
- 9.15 **APPROVE CONTRACT FOR INTEGRAL GROUP TO PROVIDE PROP 39 ENERGY CONSULTING SERVICES** – Request to approve contract with Integral Group for the Prop 39 expenditure plan submission of documents to the California Energy Commission. (Craig Rouse)
- 9.16 **RATIFY CONTRACT FOR ELECTRICAL ENGINEERING DESIGN SERVICES FOR PROP 39 PROJECTS** – Request to ratify contract with JMPE Electrical Engineering for the electrical design services for Prop 39 projects at Rocklin Elementary School, Clarke Dominguez Gym, Ruhkala Elementary School, Cobblestone Elementary School and Victory High School. (Craig Rouse)
- 9.17 **RATIFY CONTRACT FOR PLAYGROUND STRUCTURE PROJECT AT ANTELOPE CREEK ELEMENTARY SCHOOL** – Request to ratify contract with Miracle Playsystems, Inc. for playground structure project at Antelope Creek Elementary School. (Craig Rouse)

- 9.18 **APPROVE RESOLUTION 16-17-01 ADOPTING A DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS FOR THE 2016-17 SCHOOL YEAR** – Request to approve Resolution 16-17-01, authorizing submission of a Declaration of Need for Fully Qualified Educators for the 2016-17 school year. (Colleen Slattery)
- 9.19 **APPROVE QUARTERLY REPORT ON WILLIAMS UNIFORM COMPLAINTS** – Request to approve Quarterly Report on Williams Uniform Complaints for the quarter ending June 30, 2016. (Kathy Pon)
- 10.0 **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.
- 10.1 **APPOINT PRINCIPAL AT RUHKALA ELEMENTARY SCHOOL** – Request to approve appointment of new Principal at Ruhkala Elementary School effective August 1, 2016. (Colleen Slattery)
- 11.0 **PENDING AGENDA** – This is the time to place future items on the Pending Agenda.
- 12.0 **CLOSED SESSION** – The Board will adjourn to closed session regarding the following matters.
- 12.1 *Conference with Legal Counsel – Anticipated and Existing Litigation* as authorized by Government Code section 54956.9
- 12.2 *Public employee discipline/dismissal/release pursuant to Government Code section 54957*
- 12.3 *Conference with Labor Negotiators* as authorized by Government Code Section 54957.6  
District Representative(s): Roger Stock, Superintendent  
Barbara Patterson, Deputy Superintendent, Business and Operations  
Colleen Slattery, Assistant Superintendent, Human Resources
- 13.0 **RECONVENE TO OPEN SESSION**
- 14.0 **REPORT OF ACTION TAKEN IN CLOSED SESSION**
- 15.0 **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: AUGUST 3, 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:**

July 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 July 2016 in Rocklin, California.

Brenda Meadows  
Executive Assistant  
Rocklin Unified School District



**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*

**JUNE 22, 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 6:30 P.M., June 22, 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*

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*; Brenda Meadows, *Recorder*.

3.0 **PLEDGE OF ALLEGIANCE** – Greg Daley led the Board and audience in the Pledge of Allegiance.

4.0 **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: No public comment was made.

5.0 **COMMENTS FROM BOARD AND SUPERINTENDENT** – Susan Halldin stated that she visited both of the District’s ESY Summer School Sites (Parker Whitney Elementary School and Rocklin High School) and appreciated the observation time in the classes. Halldin also stated that the Placer County Board of Supervisors voted on June 21 to restrict commercial medical marijuana, marijuana dispensaries, cultivation, manufacturing, testing, dispensing, distribution and transportation. This was in alignment with RUSD’s position. Superintendent Stock shared that the District is continuing its pursuit of enhancing communications throughout the District and launched a “social media start campaign” this summer to highlight the great work happening throughout the District during the summer months to get schools ready for next year. Stock encouraged everyone to join the District’s efforts and to join RUSD on Facebook and Twitter.

6.0 **ACTION ITEMS - CONSENT CALENDAR**

6.1 **APPROVE BOARD MINUTES** – Request to approve Board minutes.  
6.1.1 June 8, 2016

- 6.2 **APPROVE CERTIFICATED PERSONNEL REPORT** – Request to approve personnel items included on the Certificated Personnel Report. (Colleen Slattery)
- 6.3 **APPROVE CLASSIFIED PERSONNEL REPORT** – Request to approve personnel items included on the Classified Personnel Report. (Colleen Slattery)
- 6.4 **APPROVE BILL WARRANTS** – Request to approve Bill Warrants. (Barbara Patterson)
- 6.5 **APPROVE MONTHLY ACCOUNT SUMMARIES** – Request to approve monthly account summaries. (Barbara Patterson)
- 6.6 **ACCEPT DONATIONS** – Request to accept District donations. (Barbara Patterson)
- 6.7 **RATIFY CONTRACT FOR ROCKLIN HIGH SCHOOL ANNEX SPECIAL EDUCATION PORTABLE FENCE INSTALLATION PROJECT** – Request to approve ratification of contract with Crusader Fence, Co., Inc. for fence installation project at Rocklin High School/annex special education portable. (Barbara Patterson)
- 6.8 **APPROVE CONTRACT FOR ROCKLIN ELEMENTARY SCHOOL CLARKE DOMINGUEZ GYM FLOORING RESURFACE PROJECT** – Request to approve contract with Pro Sports Floor, Inc. for Clarke Dominguez gym flooring resurface project at Rocklin Elementary School. (Barbara Patterson)
- 6.9 **APPROVE CONTRACT FOR WHITNEY HIGH SCHOOL THEATER STAGE FLOORING RESURFACE PROJECT** – Request to approve contract with Boberg Hardwood Flooring for the theater stage flooring resurface project at Whitney High School. (Barbara Patterson)
- 6.10 **APPROVE MEMORANDUM OF UNDERSTANDING WITH UNIVERSITY OF THE PACIFIC** – Request to approve Memorandum of Understanding with University of the Pacific. (Colleen Slattery)
- 6.11 **APPROVE CONTRACT WITH ADRYLAN COMMUNICATIONS, INC.** – Request to approve contract with Adrylan Communications, Inc. for the Educator’s Assessment Data Management System (EADMS) online student assessment data warehousing system. (Kathy Pon)
- 6.12 **APPROVE STIPULATED EXPULSION(S)** – Request to approve agreement and stipulated expulsion(s) for Student No. 060816-02. (Kathy Pon)

Greg Daley noted his absence at the June 8, 2016, Board of Trustees meeting and requested removal of **Item 6.1** for separate action.

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

A **MOTION** was then made by Camille Maben and seconded by Susan Halldin to approve Item 6.1 (Board Minutes, June 8, 2016). Motion passed by the following roll call vote: Lowell – aye, Maben – aye, Halldin – aye. (Daley – abstained)

**7.0 ACTION ITEMS – REGULAR AGENDA**

- 7.1 **APPROVE ADOPTION OF 2016-2019 ROCKLIN UNIFIED SCHOOL DISTRICT (RUSD) LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP)** – Kathy Pon, Deputy Superintendent, Education Services and Melanie Patterson, LCAP Program Specialist, requested approval of adoption of the 2016-19 LCAP draft which was brought to Trustees for review and public hearing at the June 8, 2016 Board meeting. Staff also requested authorization of staff to make necessary technical corrections to enable the approval of the LCAP by the County Superintendent of Schools that does not change the intent or represent a substantial change to program content.

A MOTION was made by Susan Halldin and seconded by Camille Maben to approval adoption of the 2016-19 LCAP draft and authorize staff to make necessary technical corrections to enable the approval of the LCAP by the County. Motion passed unanimously.

- 7.2 **APPROVE ADOPTION OF 2016-2019 ROCKLIN INDEPENDENT CHARTER ACADEMY (RICA) LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP)** – Kathy Pon, Deputy Superintendent, Education Services and Melanie Patterson, LCAP Program Specialist, requested approval of adoption of the draft 2016-19 RICA Local Control and Accountability (LCAP) plan which was brought to Trustees for review and public hearing at the June 8, 2016, Board meeting.

A MOTION was made by Susan Halldin and seconded by Camille Maben to approve adoption of the 2016-19 RICA LCAP draft. Motion passed unanimously.

- 7.3 **ADOPT BUDGET AND ANNUAL CERTIFICATION FOR WORKERS' COMPENSATION CLAIMS** – Barbara Patterson, Deputy Superintendent Business and Operations, requested adoption of the 2016-17 budget and annual certification of workers compensation claims.

A MOTION was made by Susan Halldin and seconded by Camille Maben to approve adoption of the 2016-17 budget and annual certification for workers' compensation claims. Motion passed unanimously.

Board Comments: Todd Lowell noted that it would be prudent for the District to note that an annual enrollment growth of approximately 331 students will be needed in future years just to keep pace with automatic pension and payroll increases for employees.

- 7.4 **APPROVE SELECTION OF ARCHITECTURAL FIRM FOR PROFESSIONAL SERVICES TO DEVELOP EDUCATIONAL SPECIFICATIONS** – Barbara Patterson, Deputy Superintendent Business and Operations, requested approval of the contract with WLC Architects for professional services to develop educational specifications.

A MOTION was made by Camille Maben and seconded by Susan Halldin to approval contract with WLC Architects for professional services to develop educational specifications. Motion passed unanimously.

**8.0 INFORMATION AND REPORTS**

- 8.1 **MENTAL HEALTH AND WELLNESS SERVICES UPDATE** – Kathy Pon, Deputy Superintendent, Education Services, presented an update on mental health and wellness services including data about the success of the first half year of implementation of services in response to the increased need for mental health services for District students. Mental health services included: school based therapist interns from *The Place Within Counseling Center Education*

*Services; Wellness Together Program* for all secondary schools; National Alliance on Mental Illness (NAMI) student initiative at Rocklin High School; Student focus and presented “Unleashed Broadcasting Program on Suicide Prevention and efforts to end Stigma of Mental Illness” at Whitney High School; and services through PCOE for facilitation of social skills groups at six elementary and one middle school site. Marlin Morgan, Executive Director of *Wellness Together Program* and Rocklin High School alumni, shared with Trustees data and efforts regarding the school based therapy sessions provided to secondary students. Pon stated that the District has invested close to \$1,000,000 on mental health services tying efforts directly to the District’s strategic plan and LCAP goals. Goal includes developing support systems for the growth of all students to be healthy, resilient and high functioning adults. Pon also shared that the mental health and wellness services, actions, and initiatives implemented, such as Positive Behavioral Interventions and Supports (PBIS), fit into a social-emotional and behavioral continuum of support for students, under the umbrella of the District’s Multi-Tiered System of Support (MTSS).

Comments: Lowell asked if all students identified needing mental health services at the secondary level received services. Morgan responded, “yes, no students were turned away.” Susan Halldin asked how the District identifies students who do not have access to services outside of the District and would like to see the focus on those students first, with additional efforts to provide students/families with a list of community mental health services available. Morgan shared that having one case manager to support students creates a systematic process to identify who and how services are offered. Morgan stated that a list of outside “wrap around” support services is also provided to families. Camille Maben asked if the number of student referrals that the District has received this year was surprising, considering the short amount of time that services have been offered. Morgan responded that he was not surprised, stating that “the student responses were valid and students were clearly all in need of services.” Greg Daley asked for clarification on the language, “implemented with fidelity.” Pon stated that this language partly refers to the frequency of services provided, as well as the use of scripts with students, and that feedback from Therapists is received. Pon also clarified that the language “skill streaming” refers to a normed and defined scripted evidence based curricula used across the United States. Camille Maben stated that as the District identifies and implements mental health student resources, it is important to start these conversations early and with parents of our youngest students. Maben also requested continued focus on mental health services are for LGBT students. Superintendent Stock stated that the District will monitor the need and access for mental health students closely in the coming year(s) and will adjust to fit student needs and ensure student’s needs are being met. Stock also acknowledged Marty Flowers, Director of Secondary Programs and School Leadership, and his work around mental health services that began early in the year with counselors and the *Wellness Together Program*.

9.0 **PENDING AGENDA** – No items were placed on the Pending Agenda.

10.0 **CLOSED SESSION** – Closed session convened at 8:51 P.M. regarding the following matters:

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

10.2 *Public employee discipline/dismissal/release pursuant* to Government Code section 5495

10.3 *Conference with Labor Negotiators* as authorized by Government Code Section 54957.6

District Representative(s): Roger Stock, Superintendent  
Barbara Patterson, Deputy Superintendent, Business and Operations  
Colleen Slattery, Assistant Superintendent, Human Resources

- 10.4 *Public Employee Performance Evaluation* as authorized by Government Code 54957.  
Position: Superintendent
- 11.0 **RECONVENE TO OPEN SESSION** – President Daley reconvened the meeting to open session.
- 12.0 **REPORT OF ACTION TAKEN IN CLOSED SESSION** – No action was taken in Closed Session.
- 13.0 **ADJOURNMENT**– President Daley adjourned the meeting at 9:52 P.M.

*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*



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**CERTIFICATED/MANAGEMENT PERSONNEL REPORT**

**RESIGNATION/RETIREMENT:**

1. Amber Cole, SDC Teacher, Granite Oaks Middle School (Resignation)
2. Sandra Labhard, School Psychologist, District (Resignation)
3. Joshua Powers, Elementary Teacher, Rocklin Elementary (Resignation)
4. Adam Salinger, Elementary Teacher, Ruhkala Elementary, (Resignation)
5. Nichol Weber, Elementary Teacher, Valley View Elementary (Resignation)

**CHANGE IN 2016-17 ASSIGNMENT:**

6. Monica Holmes, Elementary Teacher, site change from Rocklin Elementary to Valley View Elementary
7. Tyler May, Elementary Teacher, site change from Cobblestone Elementary to Rocklin Elementary
8. Tiffany McCabe, 0.96 FTE to 1.0 FTE Elementary VAPA Teacher

**2016-17 NEW HIRES:**

9. Holly Allison, 1.0 FTE SDC Teacher, Granite Oaks Middle School
10. Amber Blaine, Elementary Teacher, Antelope Creek Elementary
11. Erin Dragueski, 1.0 FTE Language Arts Teacher, Spring View Middle School
12. Anne Freeman, 1.0 FTE Inclusion Specialist, District
13. Lauren Heinrich, 1.0 FTE Elementary Teacher, Twin Oaks Elementary
14. Nicholas Holsopple, 1.0 FTE Science Teacher, Rocklin High School
15. Karen Honegger, 1.0 FTE Language Arts Teacher, Granite Oaks Middle School
16. Brianna Hudspeth, 1.0 FTE Elementary Teacher, Sunset Ranch Elementary
17. Timothy Kenney, 1.0 FTE Social Science Teacher, Rocklin High School
18. Gina Moon, 0.67 FTE VAPA Teacher, Rocklin Unified School District
19. Mary Powell, 1.0 FTE Inclusion Specialist, Sunset Ranch Elementary
20. Jessica Schmidt, 1.0 FTE Elementary Teacher, Twin Oaks Elementary
21. Lanina Spencer, 0.50 FTE RSP Teacher, Antelope Creek Elementary
22. Mallory Teresa, 0.50 FTE Dance Teacher, Whitney High School
23. Jaimie Tippets, 1.0 FTE Math Teacher, Rocklin High School
24. Jennifer Wengler, 1.0 FTE Math Teacher, Spring View Middle School
25. Sarah York, 1.0 FTE Elementary Teacher, Cobblestone Elementary

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**CLASSIFIED PERSONNEL REPORT**

**RESIGNATIONS/RETIREMENT:**

1. Denise Barron, Instructional Aide – P.E., Sunset Ranch Elementary, Resigned, 6/2/16
2. Melissa Foster, Instructional Aide, Breen Elementary, Resigned, 6/2/16
3. Tiffany Fink, Library Aide, Breen Elementary, Resigned, 6/3/16
4. Linda Taylor, Administrative Assistant III, District Office/Facilities, 7/20/16

**LEAVE OF ABSENCE:**

**NEW HIRES FOR 2016-17:**

5. Katie Utterback, Instructional Aide, Rocklin Elementary, 8/17/16
6. David Painter, Night Custodian, Rocklin High School, 6/23/16
7. Rana Sakkab, Nutrition Services Worker I, Site TBD, 8/17/16
8. Sandra Reynoso, Nutrition Services Worker I, Site TBD, 8/17/16
9. Julia Lersch, Nutrition Services Worker I, Site TBD, 8/17/16
10. Alyssa Southwick, Speech Language Pathology Assistant, Site(s) TBD, 8/17/16
11. Dana Ditman, Computer Center Tech I, Rock Creek Elementary, 8/17/16
12. Sandra Reynoso, Nutrition Services Worker I, Site TBD, 8/17/16
13. Julia Lersch, Nutrition Services Worker I, Site TBD, 8/17/16
14. Rana Sakkab, Nutrition Services Worker I, Site TBD, 8/17/16
15. Faith Hodkin, Student Information Specialist, District Office-Technology, 7/11/16
16. Nicole Duggan, Mental Health Specialist, District Office, 8/3/16

**RECLASSIFICATIONS/CHANGE IN HOURS:**

17. Rebecca Schrader, Instructional Aide, Ruhkala Elementary, Increase in hours, 7/1/16
18. Michelle Camarda, Special Ed Instructional Aide I, Ruhkala Elementary, Increase in hours, 7/1/16



**ROCKLIN UNIFIED SCHOOL DISTRICT  
HUMAN RESOURCES**

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19. Lisa Bauer, Instructional Aide, Breen Elementary, Increase in hours, 7/1/16
20. Lynne Craft, Instructional Aide, Breen Elementary, Increase in hours, 7/1/16
21. Karen Cunningham, Instructional Aide, Breen Elementary, Increase in hours, 7/1/16
22. Susan Benson, Computer Center Technician I, Twin Oaks Elementary, Increase in hours, 7/1/16
23. Melinda McIntyre, Library Aide, Twin Oaks Elementary, Increase in hours, 7/1/16
24. Jessica Newton, Nutrition Services Worker II, Twin Oaks Elementary, 7/1/16
25. Jennifer Hardwick, Nutrition Services Worker I, Site TBD, Increase in hours, 7/1/16
26. Karen Baker, Instructional Aide, Sierra Elementary, Increase in hours, 7/1/16
27. Yvonne Goyhenetche, School Clerk, Valley View Elementary, 8/3/16
28. Janice Carpenter, Instructional Aide, Sierra Elementary, Increase in hours, 8/17/16
29. Sharon Bates, Instructional Aide, Sierra Elementary, Increase in hours, 8/17/16
30. Crystal Props, Instructional Aide, Breen Elementary, Increase in hours, 8/17/16
31. Jennifer Hardwick, Nutrition Services Worker I, Site TBD, Increase in hours, 8/17/16
32. Heather Conn, Behavior Analyst, District Office/Special Ed, 8/3/16
33. Maria Collins, Special Ed Instructional Aide II, Granite Oaks, 7/1/16
34. Mary Daughters, Instructional Aide – P.E., Sunset Ranch Elementary, 7/1/16

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

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SUBJECT: Approve Requests for Authorization from School-Connected Organizations  
(PTC/Booster Clubs)

DEPARTMENT: Office of the Deputy Superintendent, Business and Operations

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**Background:**

Parent organizations and/or booster clubs are organized for the purpose of supporting district and extracurricular programs, such as athletic teams, debate teams, and musical groups and helps achieve the district's vision for student learning.

Per Board Policy 1230, any organization that desires to be a school-connected organization to raise money to benefit any district student shall submit a request for authorization to the Board annually in order for the Board to fulfill its legal and fiduciary responsibility to manage district operations.

Upon consent, school-connected organizations may use the school's name, school team's name, or any logo attributable to the school or district.

**Status:**

The list below includes the school-connected organizations that have submitted a request for authorization for 2016-17 with the required documentation per AR 1230.

Antelope Creek Elementary PTC  
Breen Elementary PTC  
Cobblestone Elementary PTC  
Parker Whitney Elementary PTC  
Rock Creek Elementary PTC  
Rocklin Elementary PTC  
Ruhkala Elementary PTC

Sierra Elementary PTC  
Sunset Ranch Elementary PTC  
Twin Oaks Elementary PTC  
Valley View Elementary PTC  
Granite Oaks MS Parent Falcon Club  
Rocklin HS Blue Thunder Booster Club  
Whitney HS Booster Club  
Whitney HS Athletic Booster Association

**Presenter:**

Barbara Patterson, Deputy Superintendent, Business & Operations

**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:**

None

**Recommendation:**

Staff recommends authorization of the list of school-connected organizations above for 2016-17.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

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**SUBJECT:** Approve Service Agreement with Lozano Smith for Legal Services

**DEPARTMENT:** Office of the Deputy Superintendent, Business & Operations

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**Background:**

The District has been contracting with Lozano Smith Attorneys At Law since April 2013 for legal representation in the area of special education and for general legal counsel since March 2015 when Michelle Cannon joined the firm.

**Status:**

Lozano Smith continues to represent the district for legal issues related to special education and general legal counsel. The rates have remained unchanged for 2016-17.

**Presenter:**

Barbara Patterson, Deputy Superintendent, Business & Operations

**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:**

A copy of the proposed agreement for Lozano Smith Attorneys At Law is included in your packet.

**Recommendation:**

Staff recommends approving the agreement with Lozano Smith.



## AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2016, between the ROCKLIN UNIFIED SCHOOL DISTRICT (“Client”) and the law firm of LOZANO SMITH, LLP (“Attorney”) (each a “Party” and collectively the “Parties”). Attorney shall provide legal services as requested by Client on the following terms and conditions:

I. **ENGAGEMENT.** Client hires Attorney as its legal counsel with respect to matters the Client refers to Attorney. Attorney shall provide legal services to represent Client in such matters, keep Client informed of significant developments and respond to Client’s inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client’s interests, to keep Attorney fully informed of developments material to Attorney’s representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

II. **RATES TO BE CHARGED.** Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).

III. **REIMBURSEMENT.** Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services for Client in relation to litigation or Specialized Services.

IV. **MONTHLY INVOICES.** Attorney shall send Client a statement for fees and costs incurred every calendar month (the “Statement”). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney’s Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

V. **COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT.** The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with

Client. Unless otherwise instructed by Client, any such communications may include confidential information.

VI. **POTENTIAL AND ACTUAL CONFLICTS OF INTEREST.** If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

VII. **INDEPENDENT CONTRACTOR.** Attorney is an independent contractor and not an employee of Client.

VIII. **TERMINATION.**

a. **Termination by Client.** Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. **Termination by Mutual Consent or by Attorney.** Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client.

c. **Following Termination.** Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

IX. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

X. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

XI. DISPUTE RESOLUTION.

a. Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall

make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

XII. ENTIRE AGREEMENT. This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

XIII. SEVERABILITY. Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

XIV. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

XV. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

XVI. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

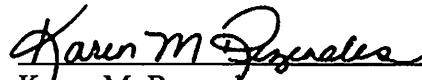
SO AGREED:

ROCKLIN UNIFIED SCHOOL DISTRICT

LOZANO SMITH, LLP

\_\_\_\_\_  
Roger Stock  
Superintendent

Date



Karen M. Rezendes  
Managing Partner

June 8, 2016

Date





PROFESSIONAL RATE SCHEDULE  
FOR ROCKLIN UNIFIED SCHOOL DISTRICT  
*(Effective July 1, 2016)*

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate\*:

Partner / Senior Counsel / Of Counsel	\$ 260 - \$ 295 per hour
Associate	\$ 200 - \$ 260 per hour
Paralegal / Law Clerk	\$ 135 - \$ 150 per hour
Consultant	\$ 135 - \$ 195 per hour

\* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

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**SUBJECT:** Approve Contract with Loy Mattison Enterprises for Services Related to the E-RATE Program for 2016-17

**DEPARTMENT:** Deputy Superintendent of Business & Operations

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**Background:**

E-RATE is a government program that provides about \$2.9 billion annually to schools and libraries. The program makes telecommunications and Internet access more affordable with the focus being on grades K-12. Categories for funding include telecommunications, Internet Access, Internal Connections and basic maintenance on Internal Connections. The program provides reimbursements of approximately 45% of these services.

**Status:**

Loy Mattison Enterprises will continue to process and file all E-RATE documentation to Schools & Libraries Division (SLD) who administers the E-RATE program.

**Presenter:**

Barbara Patterson, Deputy Superintendent, Business & Operations

**Financial Impact:**

Current year: Not to exceed \$10,000  
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:**

A copy of the "Contract for Outside Services or Consultants" is attached.

**Recommendation:**

Staff recommends approval of the contract with Loy Mattison Enterprises for services related to the E-RATE Program for 2016-17

ROCKLIN UNIFIED SCHOOL DISTRICT  
 CONTRACT FOR OUTSIDE SERVICES OR CONSULTANTS

District Contract \_\_\_\_\_

THIS AGREEMENT, made this **17<sup>th</sup> day of June, 2016**, by and between the Rocklin Unified School District, in Placer County, State of California, hereinafter called "DISTRICT", and **Loy Mattison**, a duly qualified consultant or contractor in the areas of ERATE Consultant Services, hereinafter called "CONTRACTOR."

The DISTRICT and CONTRACTOR hereby agree as follows:

1. Description of Services:

CONTRACTOR agrees to provide the following services to DISTRICT:

**Process & file all ERATE documentation.**

2. Contract Documents:

The contract documents consist of this Contract, the General Provisions, any specifications, drawings, and/or general conditions, attachments, and completed insurance forms.

3. Compensation:

As full compensation for all services contemplated by this Contract, CONTRACTOR shall be recompensed as follows: **\$115 per hour**

4. Contract Term:

The term of this Contract shall be from **July 1, 2016 to June 30, 2017** inclusive, subject to the provisions of Section 7 of the General Provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first written above.

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

Barbara Patterson  
 Deputy Superintendent  
 Business & Operations  
  
 Rocklin Unified School District  
 2615 Sierra Meadows Drive  
 Rocklin, California 95677  
  
 Phone: (916) 624-2428  
 Facsimile: (916) 624-7246

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

  
 \_\_\_\_\_ Loy Mattison  
 Authorized Signature Print Name  
 Mattison Enterprises Owner  
 Company Name Title  
 7038 Almond Hill Court  
 Address  
 Orangevale, CA 95662  
 City State Zip Code  
  
 Phone: (916) 849-0502  
 Facsimile: (916) 805-5117  
 Email: [loy@surewest.net](mailto:loy@surewest.net)

Program: **Business Services**

FUND	RESC	YR	OBJT	S.O.	GOAL	FUNCTION	SCH	B.R.	AMOUNT	
01	0000	0	5800	00	0000	7300	000	30	000	00

ROCKLIN UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BRIEFING

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SUBJECT: Reject Claim No. R16-02  
DEPARTMENT: Office of the Deputy Superintendent, Business & Operations

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**Background:**

It is standard practice for the Board to reject claims.

**Status:**

This claim will be forwarded to Woodruff-Sawyer & Company after rejection.

**Presenter:**

Barbara Patterson, Deputy Superintendent, Business & Operations

**Financial Impact:**

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

**Materials/Films:**

**Allotment of Time:**

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

**Packet Information:**

A confidential copy of the claim is included in the board members packets.

**Recommendation:**

Staff recommends rejecting Claim No. R16-02.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

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**SUBJECT:** Ratify Contract for Valley View Elementary School Amphitheater Concrete Project

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

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**Background:**

The District went out to bid for the amphitheater concrete project at Valley View Elementary School.

**Status:**

Bids for the amphitheater concrete project were solicited by phone and opened by the District on June 11, 2016.

Bids were received from:

Johnson & Sampson Construction Inc.	\$5,400.00
Carter-Kelly Construction	\$12,023.00

The 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 Johnson & Sampson for the complete bid of \$5,400.00.

This work began on July 1, 2016 and is scheduled to be completed before the beginning of the 2016-17 school year.

**Presenter:**

Craig Rouse, Senior Director Facilities, Maintenance & Operations

**Financial Impact:**

Current year:	\$5,400.00
Future years:	N/A
Funding source:	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 ratification of the contract for the amphitheater concrete project at Valley View Elementary School, in the amount of \$5,400.00, with Johnson & Sampson Construction, Inc.

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

This Agreement is entered into by and between the Rocklin Unified School District, ("District"), and Johnson & Sampson Construction Inc., ("Contractor"), identified under social security number/federal identification number 68-0411532, with its principal place of business/office(s) located at 4512 Yankee Hill Court Rocklin, CA 95677

1. **TERM OF AGREEMENT / DATE(S) of SERVICE(S):** July 1, 2016 to August 31, 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:

**Sod Removal and Concrete Installation for Amphitheater Steps at Valley View Elementary 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 **\$5,400.00**. 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 him. 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 time 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 there under 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](http://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: Johnson & Sampson Construction Inc.**  
**Address: 4512 Yankee Hill**  
**City/State/Zip: Rocklin , CA 95677**

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]

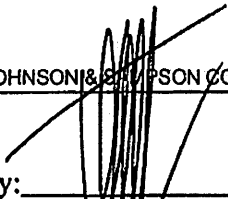
**AGREED TO AND ACCEPTED:**

**Contractor:**

**District:**

JOHNSON & JOHNSON CONSTRUCTION, INC.

Rocklin Unified School District

By:   
Official Authorized Signature

By:   
Official Authorized Signature

TODD JOHNSON  
Printed Name

DEPUTY SUPERINTENDENT  
Printed Name

Its: VICE- PRESIDENT  
Title

Its: BUSINESS SERVICES  
Title

6/11/2016  
Date

6/13/16  
Date

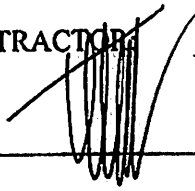
License Number: 748240

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  \_\_\_\_\_ JOHNSON & SAMPSON CONSTRUCTION, INC.

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

Title: VICE- PRESIDENT \_\_\_\_\_

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

To the Governing Board of Rocklin Unified School District:

I, JOHNSON & SAMPSON CONSTRUCTION, 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 ROCKLIN, California on 6/11/2016.

Date

  
\_\_\_\_\_  
(Signature)

TODD JOHNSON  
\_\_\_\_\_  
(Typed or printed name)

VICE- PRESIDENT  
\_\_\_\_\_  
(Title)

4512 YANKEE HILL COURT, ROCKLIN, CA 95677  
\_\_\_\_\_  
(Address)

916-624-8855  
\_\_\_\_\_  
(Telephone)

**VERIFICATION OF CONTRACTOR  
AND SUBCONTRACTORS' DIR REGISTRATION**

I am the VICE- PRESIDENT of JOHNSON & SAMPSON CONSTRUCTION, INC. ("Bidder") submitting the  
(Title/Position) (Bidder Name)

accompanying Bid Proposal for the Work described as CONCRETE.

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations ("DIR" ).
2. The Bidder's DIR Registration Number is: 1000006881. The expiration date of the Bidder's DIR Registration is June 30, 2017.
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 on the 11TH day of JUNE, 2016 at ROCKLIN, CA  
(City and State)

\_\_\_\_\_  
(Signature)

TODD JOHNSON

\_\_\_\_\_  
(Name, typed or printed)

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

I am the PROJECT MANAGER for JOHNSON & SAMPSON CONSTRUCTION, INC. in connection with  
(Superintendent/Project Manager) (Contractor)

VALLEY VIEW ES. 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 JULY 1 2016 and ~~TO~~ AUGUST 15, 2016.

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 11TH day of JUNE, 2016 at ROCKLIN, CA.

(City and State)

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

TODD JOHNSON

(Typed or Printed Name)



# SCHOOL NAME

School Address

## Request for Quotation

Date: 6/11/2016

School Contact / Title – Requesting Quote: RENE CABALLERO

Contact E-Mail: \_\_\_\_\_ Contact Phone: Dept.: \_\_\_\_\_

Project Name: VALLEY VIEW ES Project Address/Location: 3000 CREST DRIVE, ROCKLIN, CA

Quote Due Date: 5/20/2016 Quote is good for: (circle one) 30 days 60 days 90 days 120 days

*Pursuant to Labor Code § 1720 et. seq. this work is considered a "Public Work" and is subject to the payment of prevailing wages if the total project cost is over \$1,000. -Proof of a valid Contractor/Specialty license, DIR Registration, worker's compensation and liability insurance is required before work starts.*

*If selected, you will be required to enter certified payroll reports (electronically) into the Department of Industrial Relations (DIR) eCPR website located at: <https://apps.dir.ca.gov/lecpr/DASIA/Login>*

Quantity	Description/Scope of Work to Be Performed	Unit Price	Extended Price
1	CONCRETE WORK	5400 LUMP SUM	5400 LUMP SUM
Attach additional sheets if necessary		Grand Total	5400

Estimated Time to Complete Project: 1-2 DAYS Drawing Attached: Yes  No

Will Sub-Contractor be utilized: Yes  No  (if yes – the same information as listed below must be submitted; Use page 3, as necessary)

Please type or print legibly

Company Name: JOHNSON & SAMPSON CONSTRUCTION, INC.

Company Address: 4512 YANKEE HILL COURT, ROCKLIN, CA 95677

Contractor's Lic. No.: 748240 DIR Registration No.: 1000006881 Tax ID: 68-0411532

Contact Name: TODD JOHNSON Phone No.: 417-5638 E-mail: TODD@JSASPHALT.NET

# SCHOOL NAME

School Address

## Request for Quotation (cont.)

DIR Classification(s) of workers to be utilized:

Check all that apply:

- |   |   |  |   |
|---|---|--|---|
| <input type="checkbox"/> Asbestos                 | <input type="checkbox"/> Bricklayers        | <input type="checkbox"/> Carpenters              | <input type="checkbox"/> Carpet/Linoleum    |
| <input checked="" type="checkbox"/> Cement Masons | <input type="checkbox"/> Drywall Finisher   | <input type="checkbox"/> Drywall Lather          | <input type="checkbox"/> Electrician        |
| <input type="checkbox"/> Elevator Mechanic        | <input type="checkbox"/> Glazier            | <input type="checkbox"/> Iron Worker             | <input checked="" type="checkbox"/> Laborer |
| <input type="checkbox"/> Landscape Maint.         | <input type="checkbox"/> Operating Engineer | <input type="checkbox"/> Modular Furn. Installer | <input type="checkbox"/> Painter            |
| <input type="checkbox"/> Pipe Trades/Plumber      | <input type="checkbox"/> Plaster            | <input type="checkbox"/> Roofers                 | <input type="checkbox"/> Sheetmetal/HVAC    |
| <input type="checkbox"/> Sound/Communications     | <input type="checkbox"/> Surveyors          | <input type="checkbox"/> Teamster                | <input type="checkbox"/> Telecom Technician |

Classifications and wage rates can be found at <http://www.dir.ca.gov/oprl/PWD/index.htm>

DIR Prevailing Wage Hot Line (415) 703-4774

Printed Name: TODD JOHNSON

Signature of Authorized Person: \_\_\_\_\_

Date: 6/11/2016

Important Notice: California new law (SB 854) 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.

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Office Use:

Recommended for Contract By:

Print Name \_\_\_\_\_ Initials \_\_\_\_\_ Date: \_\_\_\_\_

Department: \_\_\_\_\_

Budget Code: \_\_\_\_\_ PO/Contract #: \_\_\_\_\_

Est. Project Start Date: \_\_\_\_\_ Est. Project End Date: \_\_\_\_\_

PWC-100 Processing Date: \_\_\_\_\_ By: \_\_\_\_\_

PWC-100 Data Entry Website: <https://www.dir.ca.gov/pwc100ext/>

\*Completion of this form does not constitute a binding contract to provide work and/or equipment listed above.

Johnson & Sampson Construction, Inc. dba J&S Asphalt  
4512 Yankee Hill Court Rocklin, CA 95677  
Phone: 916-624-8855 | Fax: 916-624-8879 | Email: todd@jsasphalt.net  
Web: http://www.jsasphalt.net  
License: A748240

# EXHIBIT A



<b>To:</b> ROCKLIN UNIFIED SCHOOL DISTRICT	<b>Phone:</b> 916-624-5771	<b>Date:</b> 05/23/2016
<b>Address:</b> 2225 CORP. YARD DRIVE ROCKLIN, CA 95677	<b>Fax:</b> 916-624-6441	<b>Job Name:</b> VALLEY VIEW ES (CONCRETE WORK)
<b>Contact:</b> RENE CABALLERO	<b>Rqst No:</b> 21239-21600	<b>Address:</b> 3000 CREST DRIVE ROCKLIN, CA 95765
<b>JS Job #:</b>		

ALL MATERIAL AND LABOR NEEDED TO:

**\* NEW CONCRETE \***

1. EXCAVATE EXISTING GRASS/DIRT 4" IN PREPERATION FOR NEW CONCRETE.
  2. DRILL & DOWEL REBAR INTO EXISTING CONCRETE.
  3. POUR 2X65 XX60 2X55 IN 3 LOCATIONS (GREY WITH BROOM FINISH) 360 SF.
- TOTAL 1-3 = \$ 5,400.00

PREVAILING WAGE IS INCLUDED

NOT INCLUDED: IRRIGATION CAP,

Estimate Summary Info:	
<b>Estimate Total:</b>	<b>\$5,400.00</b>
<b>Estimate Terms:</b>	Net Upon Completion
<b>Estimator:</b>	Todd Johnson
<b>Authorized Signature:</b>	

ACCEPTANCE - the above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined in the Summary Info box to the left.  
I HEREBY ACCEPT ALL SPECIFICATIONS ABOVE AND HAVE SEEN AND READ THE CONDITIONS AND INFORMATION, AND BY SIGNING AGREE TO ACCEPT ALL CONDITIONS AND INFORMAITON.

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

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

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**SUBJECT:** Ratify Contract for Sunset Ranch Elementary School Amphitheater Concrete Project

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

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**Background:**

The District went out to bid for the amphitheater concrete project at Sunset Ranch Elementary School.

**Status:**

Bids for the amphitheater concrete project were solicited by phone and opened by the District on June 11, 2016.

Bids were received from:

Johnson & Sampson Construction Inc.	\$9,390.00
Carter-Kelly Inc.	\$23,929.00

The 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 Johnson & Sampson for the complete bid of \$9,390.00.

This work began on July 1, 2016 and is scheduled to be completed before the beginning of the 2016-17 school year.

**Presenter:**

Craig Rouse, Senior Director Facilities, Maintenance & Operations

**Financial Impact:**

Current year:	\$9,390.00
Future years:	N/A
Funding source:	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 ratification of the contract for the amphitheater concrete project at Sunset Ranch Elementary School, in the amount of \$9,390.00, with Johnson & Sampson Construction, Inc.

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

This Agreement is entered into by and between the Rocklin Unified School District, ("District"), and **Johnson & Sampson Construction Inc.**, ("Contractor"), identified under social security number/federal identification number 68-0411532, with its principal place of business/office(s) located at 4512 Yankee Hill Court Rocklin, CA 95677

1. **TERM OF AGREEMENT / DATE(S) of SERVICE(S):** July 1, 2016 to August 31, 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:

**Sod Removal and Concrete Installation for Amphitheater Steps at Sunset Ranch Elementary 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 **\$9,390.00**. 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 him. 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 time 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 there under 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](http://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: Johnson & Sampson Construction Inc.**  
**Address: 4512 Yankee Hill**  
**City/State/Zip: Rocklin , CA 95677**

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:**

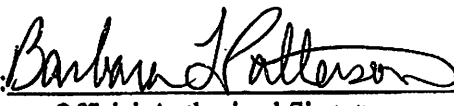
**Contractor:**

**District:**

JOHNSON & SAMMON CONSTRUCTION, INC.

Rocklin Unified School District

By:   
Official Authorized Signature

By:   
Official Authorized Signature

TODD JOHNSON  
Printed Name

BARBARA PATTERSON  
Printed Name

Its: VICE- PRESIDENT  
Title

Its: DEPUTY SUPERINTENDENT  
Title

6/11/2016  
Date

6/13/16  
Date

License Number: 748240

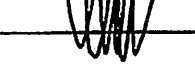
Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding 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:  JOHNSON & SAMPSON CONSTRUCTION, INC.

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

Title: VICE- PRESIDENT

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

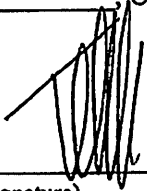
To the Governing Board of Rocklin Unified School District:

I, JOHNSON & SAMPSON CONSTRUCTION, 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 ROCKLIN California on 6/11/2016  
Date

  
\_\_\_\_\_  
(Signature)

TODD JOHNSON  
\_\_\_\_\_  
(Typed or printed name)

VICE- PRESIDENT  
\_\_\_\_\_  
(Title)

4512 YANKEE HILL COURT, ROCKLIN, CA 95677  
\_\_\_\_\_  
(Address)

916-624-8855  
\_\_\_\_\_  
(Telephone)

**VERIFICATION OF CONTRACTOR  
AND SUBCONTRACTORS' DIR REGISTRATION**

I am the VICE- PRESIDENT of JOHNSON & SAMPSON CONSTRUCTION, INC. ("Bidder") submitting the  
(Title/Position) (Bidder Name)

accompanying Bid Proposal for the Work described as CONCRETE.

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

2. The Bidder's DIR Registration Number is: 1000006881. The expiration date of the Bidder's DIR Registration is June 30, 2017.

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 11TH day of JUNE, 2016 at ROCKLIN, CA.  
(City and State)

Todd Johnson  
(Signature)  
TODD JOHNSON  
(Name, typed or printed)

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

I am the PROJECT MANAGER for JOHNSON & SAMPSON CONSTRUCTION, INC in connection with  
(Superintendent/Project Manager) (Contractor)

SUNSET RANCH ES. 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 JULY 1 2016 and ~~20~~ AUGUST 15, 2016

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 11TH day of JUNE, 2016 at ROCKLIN, CA  
(City and State)

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

TODD JOHNSON  
(Typed or Printed Name)

# SCHOOL NAME

School Address

## Request for Quotation

Date: 6/11/2016

School Contact / Title – Requesting Quote: RENE CABALLERO

Contact E-Mail: \_\_\_\_\_ Contact Phone: Dept.: \_\_\_\_\_

Project Name: SUNSET RANCH ES Project Address/Location: 2550 BRIDLEWOOD DR, ROCKLIN, CA

Quote Due Date: 5/20/2016 Quote is good for: (circle one) 30 days 60 days 90 days 120 days

*Pursuant to Labor Code § 1720 et. seq. this work is considered a "Public Work" and is subject to the payment of prevailing wages if the total project cost is over \$1,000. -Proof of a valid Contractor/Specialty license, DIR Registration, worker's compensation and liability insurance is required before work starts.*

*If selected, you will be required to enter certified payroll reports (electronically) into the Department of Industrial Relations (DIR) eCPR website located at: <https://apps.dir.ca.gov/lecpr/DASIAitLogin>*

Quantity	Description/Scope of Work to Be Performed	Unit Price	Extended Price
1	CONCRETE WORK	9390 LUMP SUM	9390 LUMP SUM
Attach additional sheets if necessary		Grand Total	9300

Estimated Time to Complete Project: 2-3 DAYS Drawing Attached: Yes  No

Will Sub-Contractor be utilized: Yes  No  (if yes – the same information as listed below must be submitted; Use page 3, as necessary)

Please type or print legibly

Company Name: JOHNSON & SAMPSON CONSTRUCTION, INC.

Company Address: 4512 YANKEE HILL COURT, ROCKLIN, CA 95677

Contractor's Lic. No.: 748240 DIR Registration No.: 1000006881 Tax ID: 68-0411532

Contact Name: TODD JOHNSON Phone No.: 417-5638 E-mail: TODD@JSASPHALT.NET



# SCHOOL NAME

School Address

## Request for Quotation (cont.)

DIR Classification(s) of workers to be utilized:

Check all that apply:

- |   |   |  |   |
|---|---|--|---|
| <input type="checkbox"/> Asbestos                 | <input type="checkbox"/> Bricklayers        | <input type="checkbox"/> Carpenters              | <input type="checkbox"/> Carpet/Linoleum    |
| <input checked="" type="checkbox"/> Cement Masons | <input type="checkbox"/> Drywall Finisher   | <input type="checkbox"/> Drywall Lather          | <input type="checkbox"/> Electrician        |
| <input type="checkbox"/> Elevator Mechanic        | <input type="checkbox"/> Glazier            | <input type="checkbox"/> Iron Worker             | <input checked="" type="checkbox"/> Laborer |
| <input type="checkbox"/> Landscape Maint.         | <input type="checkbox"/> Operating Engineer | <input type="checkbox"/> Modular Furn. Installer | <input type="checkbox"/> Painter            |
| <input type="checkbox"/> Pipe Trades/Plumber      | <input type="checkbox"/> Plaster            | <input type="checkbox"/> Roofers                 | <input type="checkbox"/> Sheetmetal/HVAC    |
| <input type="checkbox"/> Sound/Communications     | <input type="checkbox"/> Surveyors          | <input type="checkbox"/> Teamster                | <input type="checkbox"/> Telecom Technician |

Classifications and wage rates can be found at <http://www.dir.ca.gov/oprl/PWD/index.htm>

DIR Prevailing Wage Hot Line (415) 703-4774

Printed Name: TODD JOHNSON

Signature of Authorized Person: 

Date: 6/11/2016

Important Notice: California new law (SB 854) 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.

---

Office Use:

Recommended for Contract By:

Print Name \_\_\_\_\_ Initials \_\_\_\_\_ Date: \_\_\_\_\_

Department: \_\_\_\_\_

Budget Code: \_\_\_\_\_ PO/Contract #: \_\_\_\_\_

Est. Project Start Date: \_\_\_\_\_ Est. Project End Date: \_\_\_\_\_

PWC-100 Processing Date: \_\_\_\_\_ By: \_\_\_\_\_

PWC-100 Data Entry Website: <https://www.dir.ca.gov/pwc100ext/>

\*Completion of this form does not constitute a binding contract to provide work and/or equipment listed above.



<b>To:</b> ROCKLIN UNIFIED SCHOOL DISTRICT	<b>Phone:</b> 916-624-5771	<b>Date:</b> 05/23/2016
<b>Address:</b> 2225 CORP. YARD DRIVE	<b>Fax:</b> 916-624-6441	<b>Job Name:</b> SUNSET RANCH ES (CONCRETE WORK)
ROCKLIN, CA 95677	<b>Rqst No:</b> 21238-21601	<b>Address:</b> 2550 BRIDLEWOOD DRIVE
<b>Contact:</b> RENE CABALLERO		ROCKLIN, CA 95765
<b>JS Job #:</b>		


ALL MATERIAL AND LABOR NEEDED TO:

\* NEW CONCRETE \*

1. EXCAVATE EXISTING GRASS/DIRT 4" IN PREPERATION FOR NEW CONCRETE.
  2. DRILL & DOWEL REBAR INTO EXISTING CONCRETE.
  3. POUR
- 2 EA 2X50  
2 EA 2X40  
2 EA 2X3  
1 EA 2X80  
1 EA 2X47  
8 LOCATIONS (GREY WITH BROOM FINISH) 626 SF.  
TOTAL 1-3 = \$ 9,390.00

PREVAILING WAGE IS INCLUDED

NOT INCLUDED: IRRIGATION CAP,

Estimate Summary Info:	
<b>Estimate Total:</b>	<b>\$9,390.00</b>
<b>Estimate Terms:</b>	<b>Net Upon Completion</b>
<b>Estimator:</b>	<b>Todd Johnson</b>
<b>Authorized Signature:</b>	

ACCEPTANCE - the above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined in the Summary Info box to the left.  
I HEREBY ACCEPT ALL SPECIFICATIONS ABOVE AND HAVE SEEN AND READ THE CONDITIONS AND INFORMATION, AND BY SIGNING AGREE TO ACCEPT ALL CONDITIONS AND INFORMATION.

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



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

This Agreement is entered into by and between the Rocklin Unified School District, ("District"), and Crusader Fence Co Inc., ("Contractor"), identified under social security number/federal identification number 68-0307629, with its principal place of business/office(s) located at 3115 Gold Valley Drive ,Ranch Cordova , Ca 95742..

1. **TERM OF AGREEMENT / DATE(S) of SERVICE(S):** July 1, 2016 to August 31, 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:

**Install chain link fence for expanding Kindergarten play area at Cobblestone Elementary School, 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 \$3,164.00. 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 him. 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 time 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 there under 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](http://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: Crusader Fence Co Inc.  
Address: 3115 Golden Valley Drive  
City/State/Zip: Ranch Cordova , CA 95742

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]

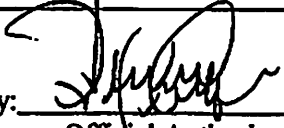
**AGREED TO AND ACCEPTED:**

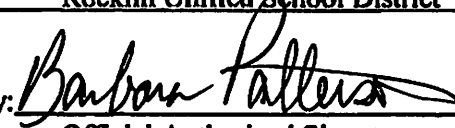
**Contractor:**

**District:**

Crusader Fence Co., Inc.

Rocklin Unified School District

By:   
Official Authorized Signature

By:   
Official Authorized Signature

Brent Henderson

Barbara Patterson

Printed Name

Printed Name

Its: Vice-President

Its: Deputy Superintendent

Title

Title

June 28, 2016

7/7/16

Date

Date

License Number: 726527

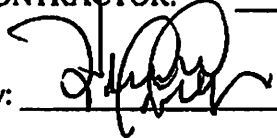
Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding 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: Crusader Fence Co., Inc.

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

Title: Vice-President

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

To the Governing Board of Rocklin Unified School District:

I, Crusader Fence Co., 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 Rancho Cordova, California on June 28, 2016.  
Date



(Signature)

Brent Henderson

(Typed or printed name)

Vice-President

(Title)

3115 Gold Valley Drive, Rancho Cordova CA 95742

(Address)

916-631-9191

(Telephone)

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

1. Ed Korte
2. Tom Cadman
3. Michael Murphy
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_

**VERIFICATION OF CONTRACTOR  
AND SUBCONTRACTORS' DIR REGISTRATION**

I am the Vice-President of Crusader Fence Co. ("Bidder") submitting the  
(Title/Position) (Bidder Name)

accompanying Bid Proposal for the Work described as fence installation

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

2. The Bidder's DIR Registration Number is: 1000000020. 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.

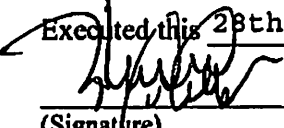
7. The Bidder's solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier 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 28th day of June, 2016 at Rancho Cordova, CA.  
(City and State)

  
\_\_\_\_\_  
(Signature)  
Brent Henderson

\_\_\_\_\_  
(Name, typed or printed)

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

I am the Project Manager for Crusader Fence Co., Inc in connection with  
(Superintendent/Project Manager) (Contractor)  
Cobblestone ES. 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 July 1 2016 and 2017.

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.

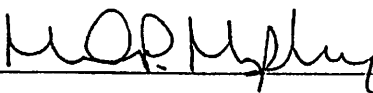
3. All Subcontractors who are entitled to any portion of payment to be disbursed pursuant to the Pay Application have submitted their CPRs to the Labor Commissioner for all of their employees performing Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application. 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 28th day of June, 2016 at Rancho Cordova, CA.  
(City and State)

By:   
Michael Murphy  
(Typed or Printed Name)

**Cobblestone Elementary School**  
5740 Cobblestone Drive, Rocklin, CA 95677

Request for Quotation

Date: June 28, 2016

School Contact / Title – Requesting Quote: Rene Caballero

Contact E-Mail: rccaballero@rocklin.k12.ca.us Contact Phone: Dept.: 916-624-5771

Project Name: \_\_\_\_\_ Project Address/Location: \_\_\_\_\_

Quote Due Date: \_\_\_\_\_ Quote is good for: (circle one) 30 days 60 days 90 days 120 days

*Pursuant to Labor Code § 1720 et. seq. this work is considered a "Public Work" and is subject to the payment of prevailing wages if the total project cost is over \$1,000. -Proof of a valid Contractor/Specialty license, DIR Registration, worker's compensation and liability insurance is required before work starts.*

*If selected, you will be required to enter certified payroll reports (electronically) into the Department of Industrial Relations (DIR) eCPR website located at: <https://apps.dir.ca.gov/lecpriDASIAitLogin>*

Quantity	Description/Scope of Work to Be Performed	Unit Price	Extended Price
1	fence and gate installation		
Attach additional sheets if necessary		Grand Total	\$ 3,164.00

Estimated Time to Complete Project : 2 days Drawing Attached: Yes  No

Will Sub-Contractor be utilized: Yes  No  (if yes – the same information as listed below must be submitted; Use page 3, as necessary)

Please type or print legibly

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

Company Address: \_\_\_\_\_

Contractor's Lic. No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_ Tax ID: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_ E-mail: \_\_\_\_\_



# Cobblestone Elementary School

## Request for Quotation (cont.)

DIR Classification(s) of workers to be utilized:

Check all that apply:

- |   |   |  |   |
|---|---|--|---|
| <input type="checkbox"/> Asbestos             | <input type="checkbox"/> Bricklayers        | <input type="checkbox"/> Carpenters              | <input type="checkbox"/> Carpet/Linoleum    |
| <input type="checkbox"/> Cement Masons        | <input type="checkbox"/> Drywall Finisher   | <input type="checkbox"/> Drywall Lather          | <input type="checkbox"/> Electrician        |
| <input type="checkbox"/> Elevator Mechanic    | <input type="checkbox"/> Glazier            | <input type="checkbox"/> Iron Worker             | <input checked="" type="checkbox"/> Laborer |
| <input type="checkbox"/> Landscape Maint.     | <input type="checkbox"/> Operating Engineer | <input type="checkbox"/> Modular Furn. Installer | <input type="checkbox"/> Painter            |
| <input type="checkbox"/> Pipe Trades/Plumber  | <input type="checkbox"/> Plaster            | <input type="checkbox"/> Roofers                 | <input type="checkbox"/> Sheetmetal/HVAC    |
| <input type="checkbox"/> Sound/Communications | <input type="checkbox"/> Surveyors          | <input type="checkbox"/> Teamster                | <input type="checkbox"/> Telecom Technician |

Classifications and wage rates can be found at <http://www.dir.ca.gov/oprl/PWD/index.htm>

DIR Prevailing Wage Hot Line (415) 703-4774

Printed Name: Brent Henderson

Signature of Authorized Person:  Date: June 28, 2016

Important Notice: California new law (SB 854) 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.

---

Office Use:

Recommended for Contract By:

Print Name \_\_\_\_\_ Initials \_\_\_\_\_ Date: \_\_\_\_\_

Department: \_\_\_\_\_

Budget Code: \_\_\_\_\_ PO/Contract #: \_\_\_\_\_

Est. Project Start Date: \_\_\_\_\_ Est. Project End Date: \_\_\_\_\_

PWC-100 Processing Date: \_\_\_\_\_ By: \_\_\_\_\_

PWC-100 Data Entry Website: <https://www.dir.ca.gov/pwc100ext/>

\*Completion of this form does not constitute a binding contract to provide work and/or equipment listed above.

# EXHIBIT A

Corporate Office:  
3115 Gold Valley Dr.  
Rancho Cordova, Ca. 95742  
Bay Area Office:  
1600 Benicia Rd.  
Vallejo, Ca. 94591



(916) 631-9191  
(916) 852-9191  
Toll Free (888) 818-9191  
Fax (916) 631-8989  
CrusaderFenceCo.com

## Crusader Fence Co., Inc.

California Contractors License # 726527  
Gold Shovel Standard Certified  
California Small Business Certification #0019368  
California Public Works Contractor #100000020

To: Rocklin USD – Rene Caballero  
Re: Cobblestone ES – Move Existing Fence & Gate and Install New Fence

June 28, 2016

**Description:** Remove approx. 22 LF of existing chain link fence and gate. Reinstall new posts and existing material.  
Install new section of chain link fence.  
Cut and remove existing posts in concrete strip and cap with concrete.

Price - \$ 3,164.00

**Specifications:** match existing specifications

**Specific Project Inclusions:** removal and discard of existing unused materials, core drill and/or concrete post footings

**Specific Project Exclusions:**

\*pricing includes union scale/prevaling wage rates

\*per schedule and availability

### STANDARD TERMS AND CONDITIONS:

- NO BOND EXPENSE, OUR BOND RATE IS .72% UP TO \$ 500 K AND .48% AFTER \$ 500 K
- \$ 2M G/L INSURANCE & \$ 1 M GENERAL AGGREGATE INSURANCE / OCCURRENCE INCLUDED
- ALL STANDARD TERMS AND CONDITIONS OF THIS BID FORM ARE TO BE INCLUDED IN SUBSEQUENT CONTRACT.

JOB IS FIGURED FOR 1 MOVE-INS WITH MOBILE DIGGING EQUIPMENT - ADDITIONAL MOBILIZATIONS AT \$1,756.00/EA.  
NO CLEARING, GRUBBING, GRADING, FENCE REMOVAL, LINE STAKING, TRAFFIC CONTROL, SIGNAGE, SPOILS REMOVAL FROM SITE.  
NO TEMPORARY, ENVIRONMENTAL, SAFETY, ESA, SNOW OR TREE FENCING.  
NO PATCHING OF BLACKTOP/ASPHALT/CONCRETE.  
NO COREDRILLING, SAWCUTTING, ROCK DRILLING, GRADE BEAM, MOWSTRIPS, CONTINUOUS CONCRETE FOOTINGS, POST SLEEVES OR POST POCKETS.  
NO GATE TRACK PAD, REBAR OR REBAR CAGES, FOOTING FINISH, PROTECTIVE BOLLARDS.  
NO SITE ELECTRICAL, POWER PULLS, SITE SECURITY SYSTEM INTEGRATION OR DATA SYSTEM INTEGRATION.  
ALL POSTS IN CONCRETE WALLS, SLABS, ETC. TO BE SET PRIOR TO POURS, OR BLOCKED OUT BY GENERAL CONTRACTOR, OWNER, END USER OR REPRESENTATIVE.  
HAND-DIGGING AND POT-HOLEING AS DIRECTED ARE TREATED AS ADDITIONAL UNDER FIELD CHANGE ORDER AND DIRECTION BY GENERAL CONTRACTOR, OWNER, END USER OR REPRESENTATIVE PRIOR TO CRUSADER'S MOBILIZATION TO BEGIN DIGGING. BEST EFFORTS MADE ON DRILLING IN NON-RIPPABLE OR NON-DRILLABLE HARD ROCK AREAS.  
ALL POST HOLES TO BE DUG W/MOBILE POWER DRILLING EQUIPMENT WITH UNENCUMBERED ALL-SEASON TRUCK ACCESS TO FENCE LINE.  
UNDERGROUND UTILITIES ARE TO BE EXPOSED BY GENERAL CONTRACTOR, OWNER, END USER OR REPRESENTATIVE PRIOR TO CRUSADER'S MOBILIZATION - NON USA MEMBERS OR PRIVATE UTILITIES ARE TO BE LOCATED AND CLEARLY MARKED (PRIVATE LOCATING SERVICE CAN BE PROVIDED AT ADDL COST).  
NOT RESPONSIBLE FOR DAMAGE TO LANDSCAPE WITHIN 6' FEET OF THE FENCE LINE, IRRIGATION, CONDUITS, PRIVATE UTILITIES, ETC.  
NO ELECTRICAL GROUNDING OF THE FENCE OR GATES.  
INSTALLATION LOCATIONS TO INCLUDE ALL END, CORNER, GATE POSTS, GATES, AS DIRECTED BY GENERAL CONTRACTOR, OWNER, END USER OR REPRESENTATIVE PRIOR TO CRUSADER'S MOBILIZATION TO BEGIN DIGGING.  
NO PRIMING, PAINTING, SEALING, OR STAINING WOOD SURFACES.  
NO ADD'L CLEANING OF THE FENCING BEYOND THE INITIAL CLEANING DONE WHEN THE INSTALLATION WAS COMPLETED.  
NO SAFETY, SECURITY, PROTECTION, SWPPP/WPCP PLANS, SAFETY, HAZMAT, OR ENVIRONMENTAL TRAINING.  
NO PUBLIC RIGHT OF WAY PROTECTIONS TO INCLUDE SCREENS, PANELS, SIGNS, TAPE, TRENCH PLATING, HOLE COVERING, ETC.  
NO STRUCTURAL ENGINEERING OR CALCULATIONS, NO ENGINEERED OR ARCHITECTURAL DRAWINGS, NO PREBID/POST BID/AS BUILT/TRAINING AUDIO/VIDEO RECORDINGS.  
NO FEDERAL, STATE, COUNTY, CITY, OTHERS, ETC. FEES AND PERMITS.  
NO MANAGEMENT SOFTWARE APPLICATIONS FOR ACCOUNTING, JOB COSTING, BILLING, SCHEDULING, ETC. ARE INCLUDED IN BID WITHOUT PRIOR APPROVAL TO BID ACCEPTANCE - OEM, INTERNET BASED, OR 3RD PARTY PROVIDER, PURCHASED OR LEASED EXP; TEXTURA, PLANNING, ETC. (CAN BE INC. AT ADDL COST).  
CONCRETE WASHOUT (TO BE PROVIDED BY GENERAL CONTRACTOR, OWNER, END USER OR REPRESENTATIVE).  
NOT RESPONSIBLE FOR THE DISTURBANCE OF ANY ENVIRONMENTAL CONTAMINANTS, SPECIAL HANDLING, CONTAINMENTS OR DISPOSAL OF HAZARDOUS WASTE.  
NO SUBROGATION OF LABOR INSURANCE INCLUDED, BID/PERFORMANCE/PAYMENT BOND EXPENSE, BUILDERS RISK INSURANCE, ENVIRONMENTAL/CONTRACTORS POLLUTION LIABILITY (ALL CAN BE PROVIDED AT ADDITIONAL COST, SEE BOND RATE ABOVE).  
CRUSADER FENCE CO., INC. IS SIGNATORY TO THE LABORERS UNION'S MASTER AGREEMENT.  
NOT RESPONSIBLE FOR DELAY COSTS DUE TO INSUFFICIENT TIME ALLOCATED TO COMPLETE OUR SCOPE.  
LETTER OF INTENT WITHIN 60 DAYS TO HONOR BID SUBMISSION PROPOSAL.  
ALLOWING CRUSADER FENCE CO., INC. TO BEGIN WORK ON THIS PROJECT WILL BE CONSIDERED ACCEPTANCE OF THIS BID SUBMISSION PROPOSAL.  
THE WAIVER OF THE TERMS AND CONDITIONS OF THIS QUOTE IS TO BE AT CRUSADER FENCE COMPANY, INC.'S DISCRETION AND/OR EXCLUDED ABOVE.

Sincerely, Michael Murphy mike@crusaderfence.com-916-257-0352 cell

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

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**SUBJECT:** Ratify Contract for Rocklin Elementary School Wallpaper Installation Project

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

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**Background:**

The District requested a quote for the Wallpaper Installation project at Rocklin Elementary School. The quote was solicited by phone.

**Status:**

The quote was opened by the District on June 23, 2016.

Commercial Wallcovering Services Inc.                      \$3,420.00

The quote was reviewed by the Senior Director of Facilities & Operations and the Assistant Director of Facilities & Maintenance. The reviewers were in agreement to recommend award to Commercial Wallcovering Services, Inc. for the complete bid of \$3,420.00.

This work began on July 1, 2016 and is scheduled to be completed by August 31, 2016.

**Presenter:**

Craig Rouse, Senior Director Facilities, Maintenance & Operations

**Financial Impact:**

Current year:                      \$3,420.00  
Future years:                      N/A  
Funding source:                      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 ratification of the contract for the Wallpaper Installation project at Rocklin Elementary School, in the amount of \$3,420.00 with Commercial Wallcovering Services, Inc.

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

This Agreement is entered into by and between the Rocklin Unified School District, ("District"), and **Commercial Wallcovering Services Inc.**, ("Contractor"), identified under social security number/federal identification number 46.327.8203, with its principal place of business/office(s) located at 3778 Mountain View Drive Rocklin, CA 95677

1. **TERM OF AGREEMENT / DATE(S) of SERVICE(S):** July 1, 2016 to August 31, 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:

**Replace damaged wallpaper covering at Rocklin Elementary School, in Room 10 & 17, 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 **\$3,420.00**. 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 him. 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 time 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 there under 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](http://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: Commercial Wallcovering Inc.

Address: 3778 Mountain View Drive

City/State/Zip: Rocklin , CA 95677

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:**

Commercial W/C Services  
OC

By: Kim Camera  
Official Authorized Signature

Kim Camera  
Printed Name

Its: O.P.  
Title

4/28/16  
Date

License Number: 991058

**District:**

Rocklin Unified School District

By: [Signature]  
Official Authorized Signature

ROBER STOCK  
Printed Name

Its: SUPERINTENDENT  
Title

6.28.16  
Date

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: Commercial DWP/SA

By: [Signature]

Title: UP

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

To the Governing Board of Rocklin Unified School District:

I, Kim Carver (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, California on 4/28/14.  
Date

Kim Carver  
(Signature)

Kim Carver  
(Typed or printed name)

VP  
(Title)

3778 Mountain View Dr. Rocklin, GA  
(Address)

916-632-1440  
(Telephone)

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

1. Leland CANZA
2. ROBERT LANCASTON
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_

**VERIFICATION OF CONTRACTOR  
AND SUBCONTRACTORS' DIR REGISTRATION**

I am the V.P. of Commil W/E ("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: 100013361. The expiration date of the Bidder's DIR Registration is June 30, 2017.

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 21 day of June, 2016 at Rocklin, CA  
(City and State)

[Signature]  
(Signature)

Jim Carter  
(Name, typed or printed)

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

I am the Project Mgr for Comm/W/C in connection with  
(Superintendent/Project Manager) (Contractor)

Rocklin Elem Schol. 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. 1 ("the Pay Application").

1. The Pay Application requests the District's disbursement of a Progress Payment covering Work performed for the period between 7-1-2016 2016 and 2017.

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 21 day of June, 2016 at Rocklin CA.  
(City and State)

By: Kim Carey  
Kim Carey  
(Typed or Printed Name)

# Rocklin Elementary

5025 Meyers Street, Rocklin, CA 95677

## Request for Quotation

Date: June 21, 2016

School Contact / Title – Requesting Quote: \_\_\_\_\_

Contact E-Mail: \_\_\_\_\_ Contact Phone: Dept.: \_\_\_\_\_

Project Name: Rocklin Elementary Project Address/Location: \_\_\_\_\_

Quote Due Date: \_\_\_\_\_ Quote is good for: (circle one) 30 days 60 days 90 days 120 days

*Pursuant to Labor Code § 1720 et. seq. this work is considered a "Public Work" and is subject to the payment of prevailing wages if the total project cost is over \$1,000. -Proof of a valid Contractor/Specialty license, DIR Registration, worker's compensation and liability insurance is required before work starts.*

*If selected, you will be required to enter certified payroll reports (electronically) into the Department of Industrial Relations (DIR) eCPR website located at: <https://apps.dir.ca.gov/lecpriDASIAitLogin>*

Quantity	Description/Scope of Work to Be Performed	Unit Price	Extended Price
	To remove & install W/C to furnish vinyl W/C		
Attach additional sheets if necessary		Grand Total	\$3,420.00

Estimated Time to Complete Project : 2 days Drawing Attached: Yes  No

Will Sub-Contractor be utilized: Yes  No  (if yes – the same information as listed below must be submitted; Use page 3, as necessary)

Please type or print legibly

Company Name: Commercial Wallcovering Inc.

Company Address: 3778 Mountain Drive, Rocklin CA 95677

Contractor's Lic. No.: 991058 DIR Registration No.: 10001336 Tax ID: 46.327.8203

Contact Name: Kim Caveza Phone No.: \_\_\_\_\_ E-mail: commercialwc@sbcglobal.net



# Rocklin Elementary

## Request for Quotation (cont.)

DIR Classification(s) of workers to be utilized:

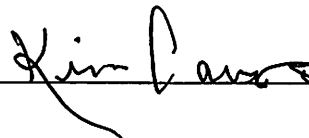
Check all that apply:

- |   |   |  |   |
|---|---|--|---|
| <input type="checkbox"/> Asbestos             | <input type="checkbox"/> Bricklayers        | <input type="checkbox"/> Carpenters              | <input type="checkbox"/> Carpet/Linoleum    |
| <input type="checkbox"/> Cement Masons        | <input type="checkbox"/> Drywall Finisher   | <input type="checkbox"/> Drywall Lather          | <input type="checkbox"/> Electrician        |
| <input type="checkbox"/> Elevator Mechanic    | <input type="checkbox"/> Glazier            | <input type="checkbox"/> Iron Worker             | <input type="checkbox"/> Laborer            |
| <input type="checkbox"/> Landscape Maint.     | <input type="checkbox"/> Operating Engineer | <input type="checkbox"/> Modular Furn. Installer | <input type="checkbox"/> Painter            |
| <input type="checkbox"/> Pipe Trades/Plumber  | <input type="checkbox"/> Plaster            | <input type="checkbox"/> Roofers                 | <input type="checkbox"/> Sheetmetal/HVAC    |
| <input type="checkbox"/> Sound/Communications | <input type="checkbox"/> Surveyors          | <input type="checkbox"/> Teamster                | <input type="checkbox"/> Telecom Technician |

Classifications and wage rates can be found at <http://www.dir.ca.gov/oprl/PWD/index.htm>

DIR Prevailing Wage Hot Line (415) 703-4774

Printed Name: Kim Caveza

Signature of Authorized Person:  Date: 6/21/16

Important Notice: California new law (SB 854) 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.

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Office Use:

Recommended for Contract By:

Print Name \_\_\_\_\_ Initials \_\_\_\_\_ Date: \_\_\_\_\_

Department: \_\_\_\_\_

Budget Code: \_\_\_\_\_ PO/Contract #: \_\_\_\_\_

Est. Project Start Date: \_\_\_\_\_ Est. Project End Date: \_\_\_\_\_

PWC-100 Processing Date: \_\_\_\_\_ By: \_\_\_\_\_

PWC-100 Data Entry Website: <https://www.dir.ca.gov/pwc100ext/>

\*Completion of this form does not constitute a binding contract to provide work and/or equipment listed above.

**Rocklin Elementary**  
5025 Meyers Street , Rocklin , CA 95677

Sub-contractors Commercial Wallcovering Inc. Please type or print legibly

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

Company Address: 3778 Mountain View Drive , Rocklin ,CA 95677

Contractor's Lic. No.: 991058 DIR Registration No.: 100013361 Tax ID: 46.327.8203

Contact Name: Kim Carveza Phone No.: \_\_\_\_\_ E-mail: \_\_\_\_\_

DIR Classification(s) of workers to be utilized:

Check all that apply:

- |   |   |  |   |
|---|---|--|---|
| <input type="checkbox"/> Asbestos             | <input type="checkbox"/> Bricklayers        | <input type="checkbox"/> Carpenters              | <input type="checkbox"/> Carpet/Linoleum    |
| <input type="checkbox"/> Cement Masons        | <input type="checkbox"/> Drywall Finisher   | <input type="checkbox"/> Drywall Lather          | <input type="checkbox"/> Electrician        |
| <input type="checkbox"/> Elevator Mechanic    | <input type="checkbox"/> Glazier            | <input type="checkbox"/> Iron Worker             | <input type="checkbox"/> Laborer            |
| <input type="checkbox"/> Landscape Maint.     | <input type="checkbox"/> Operating Engineer | <input type="checkbox"/> Modular Furn. Installer | <input type="checkbox"/> Painter            |
| <input type="checkbox"/> Pipe Trades/Plumber  | <input type="checkbox"/> Plaster            | <input type="checkbox"/> Roofers                 | <input type="checkbox"/> Sheetmetal/HVAC    |
| <input type="checkbox"/> Sound/Communications | <input type="checkbox"/> Surveyors          | <input type="checkbox"/> Teamster                | <input type="checkbox"/> Telecom Technician |

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

Company Address: \_\_\_\_\_

Contractor's Lic. No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_ Tax ID: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_ E-mail: \_\_\_\_\_

DIR Classification(s) of workers to be utilized:

Check all that apply:

- |   |   |  |   |
|---|---|--|---|
| <input type="checkbox"/> Asbestos             | <input type="checkbox"/> Bricklayers        | <input type="checkbox"/> Carpenters              | <input type="checkbox"/> Carpet/Linoleum    |
| <input type="checkbox"/> Cement Masons        | <input type="checkbox"/> Drywall Finisher   | <input type="checkbox"/> Drywall Lather          | <input type="checkbox"/> Electrician        |
| <input type="checkbox"/> Elevator Mechanic    | <input type="checkbox"/> Glazier            | <input type="checkbox"/> Iron Worker             | <input type="checkbox"/> Laborer            |
| <input type="checkbox"/> Landscape Maint.     | <input type="checkbox"/> Operating Engineer | <input type="checkbox"/> Modular Furn. Installer | <input type="checkbox"/> Painter            |
| <input type="checkbox"/> Pipe Trades/Plumber  | <input type="checkbox"/> Plaster            | <input type="checkbox"/> Roofers                 | <input type="checkbox"/> Sheetmetal/HVAC    |
| <input type="checkbox"/> Sound/Communications | <input type="checkbox"/> Surveyors          | <input type="checkbox"/> Teamster                | <input type="checkbox"/> Telecom Technician |

# EXHIBIT A

## Commercial Wallcovering Services, Inc

## QUOTE

License # 991058

3778 Mountain View Drive

Rocklin, CA 95677

License # 991058 NV# 79820

Office: 916.632.1440 Fax: 916.632.0985

JUNE 20, 2016

**PROJECT:**

ROCKLIN ELEMENTARY SCHOOL  
CLASSROOMS 10 & 17

Name: Rocklin Unified School District / Rene Caballero

Address: 4090 Del Mar Ave., Suite B Rocklin, CA 95677

TEL: 916.759.9651

FAX:

### SCOPE OF WORK-

#### Classroom # 10

1. To remove existing wallcovering, prep walls for new wallcovering, install new vinyl wallcovering.
2. To furnish wallcovering – Pattern & color to be selected.
3. All items on the walls need to be removed. All furniture needs to be pulled back 6 ft from the walls.  
Labor & Material.....\$ 2585.00 90 yards

#### Classroom # 17

4. To remove existing wallcovering, prep walls for new wallcovering, install new wallcovering on (1) wall only.
5. Remove all items from wall, markerboard etc.
6. Material: Pattern & color TBD  
Labor & Material.....\$ 835.00

**Total: \$ 3420.00 Due net 30 days**

#### NOTICE TO OWNER

##### Section 7019 – Contractors License Law

Under the Mechanics' Lien Law, any contractor, subcontractor, laborer, material man or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property.

Under the law, you may protect yourself against such claims by filing, before commencing such work or improvement, an original contract for the work of improvement or modification thereof, in the office of the county recorder of the county where the properties is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services equipment or materials for work described in said contract.

**Proposal Authorized by  
Lee Caveza 916.316.5973**

**Note: This proposal may be  
withdrawn by us if not accepted  
within 30 days.**

Acceptance of Proposal:

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

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

Contractors are required by law to be licensed and regulated b the Contractor's State License Board.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

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**SUBJECT:** Award of Bid for Custodial Supplies for 2016-17 School Year

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

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**Background:**

The District went out to bid for custodial supplies for the 2016-17 school year.

**Status:**

Bids for the custodial supplies for the 2016-17 school year were solicited by phone and advertisement in the newspaper and opened by the District on June 24, 2016 at 9:00am.

Bids were received from:

Sac Val Janitorial Service	\$172,991.45
Supplyworks	\$211,846.45
Cole Supply Company	Non-responsive
Central Sanitary	Non-responsive
Waxie	Non-responsive

The 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 Sac Val Janitorial Service for the complete bid of \$172,991.45.

**Presenter:**

Craig Rouse, Senior Director Facilities, Maintenance & Operations

**Financial Impact:**

Current year:	\$172,991.45
Future years:	N/A
Funding source:	General Fund

**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 award of the contract for the custodial supplies 2016-17, in the amount of \$172,891.45, with Sac Val Janitorial Services.

ROCKLIN UNIFIED SCHOOL DISTRICT

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the GOVERNING BOARD OF THE ROCKLIN UNIFIED SCHOOL DISTRICT OF PLACER COUNTY invites sealed bids for the procurement of the following inventory supplies:

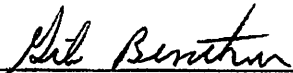
BID # 16-17-01      CUSTODIAL / NON-CUSTODIAL STOCK  
Bid Opening: Friday, June 24, 2016, 9:00 a.m.  
Location:      Maintenance Department  
                    4090 Del Mar Avenue, Suite B  
                    Rocklin, CA 95677

Companies interested in bidding may request bid documents from the Maintenance and Operations Department at 624-5771. All bids shall be made and presented on a form furnished by the District.

Sealed bids shall be delivered and addressed to the Rocklin Unified School District, Attention: Gib Benthin, Assistant Director of Maintenance & Facilities at 4090 Del Mar Avenue, Suite B, Rocklin, CA 95677. Bid responses must be submitted in a sealed bid envelope.

No oral, telegraphic, electronic, facsimile or telephone bids or modifications will be considered. Bids that are received after the scheduled bid opening time will be returned unopened.

The Governing Board reserves the right to reject any and all bids or to waive any irregularities or informalities in any bids or in the bidding. No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening of bids.

  
\_\_\_\_\_  
Gib Benthin  
Assistant Director of Maintenance & Facilities  
Published: May 26., 2016 and June 2, 2016



### RUSD Custodial Supplies Vendor Bid Form (2016-17)

*Request for bid. Please quote your lowest price on this sheet for the following goods or services to be delivered to the Maintenance Department in Rocklin. Do not include California sales tax in your quoted price.*

Name of Bidder SAC VAL  
 Bid Number 16-17-01  
 Due June 23, 2016 9:00 am

Item #	Description	Specifications	Unit of Measure	Yearly Quantity	Delivery time	Unit Cost	Total Cost	Pack Size, Brand & Stock # if different
Paper Products		*NO SUBSTITUTIONS*						
1	Natural Roll Paper Towels	Georgia Pacific #2910P	6/case	1200 cases	1-2 <u>0A45</u>	<u>34.25</u>	<u>41,100.00</u>	
2	Single-fold Paper Towels	Wausau #47000	15 pkgs/case	30 cases	1-2	<u>16.45</u>	<u>493.50</u>	
3	2-Ply Toilet Tissue	Georgia Pacific # 2520	36 rolls/case	700 cases	1-2	<u>43.55</u>	<u>30,485.00</u>	
4	2-Ply Facial Tissue	Scott Paper #08300	36 box/case	250 cases	1-2	<u>13.50</u>	<u>3,375.00</u>	<u>30 bxs/case # 7T301002 100 sheets</u>
5	Toilet Seat Covers	1/2 fold	20 pkgs/case	60 cases	1-2	<u>21.40</u>	<u>1,284.00</u>	
6	Waxed Paper Liners	KL260	500/case	40 cases	1-2	<u>12.75</u>	<u>510.00</u>	
Plastic Products		*NO SUBSTITUTIONS*						
7	Black Can Liners	24 x 23 .4 mil - virgin plastic	500/case	100 cases	1-2 <u>0A45</u>	<u>9.61</u>	<u>961.00</u>	
8	Black Can Liners	33 x 39 1.5 mil - virgin plastic	<u>100/case</u> 250/case	<u>837 cs</u> 335 cases	1-2	<u>10.62</u>	<u>8,888.94</u>	<u>Republic 33x39 2 mil 100/cs</u>
9	Black Can Liners	40 x 46 2 mil - virgin plastic	100/case	960 cases	1-2	<u>19.57</u>	<u>18,787.20</u>	
10	Pro Guard Latex Powder-Free Gloves	100/box	10/case	125 cases	1-2	<u>43.40</u>	<u>5,425.00</u>	
Cleaning Solutions/Chemicals		*NO SUBSTITUTIONS*						
11	Foam Hand Soap	GOJO 5161-03	10/case	500 cases	1-2 <u>0A45</u>	<u>27.65</u>	<u>13,825.00</u>	
12	Stride 3 Neutral Floor Cleaner	Johnson Diversey	2/case	70 cases	1-2	<u>136.64</u>	<u>9,564.80</u>	

13	Glance Glass Cleaner	Johnson Diversey	2/case	80 cases	1-2 DAYS	50.66	4,052.80
14	Triad III Germicidal Cleaner	Johnson Diversey	2/case	140 cases	1-2	23.12	3,236.80
15	Crew #22 Non-Acid Bathroom Cleaner	Johnson Diversey	2/case	100 cases	1-2	69.92	6,992.00
16	Kaibosh Disinfecting Cleaner	Kaivac	4 gal/case	10 cases	1-2	72.20	722.00
17	Shower Thick Grout Cleaner		4 gal/case	5 cases	1-2	95.05	475.25
18	Snapback Spray Buff	Johnson Diversey	4 gal/case	10 cases	1-2	67.52	675.20
19	Break Up Grease Release	Johnson Diversey	4 gal/case	10 cases	1-2	38.72	387.20
20	Liquid Comet	Proctor & Gamble	9-32 oz/case	29 cases	1-2	34.92	1,012.68
21	Consume	Spartan	12 qts/case	22 cases	1-2	36.72	807.84
22	Graffiti Remover	Motsenbackers #3	6-32 oz/case	20 cases	1-2	59.40	1,188.00
23	Graffiti Remover	Motsenbackers #4	6-32 oz/case	14 cases	1-2	59.40	831.60
	Floor Care Products	*NO SUBSTITUTIONS*					
24	Vectra	Johnson Wax	5 gal. box	119 boxes	1-2 DAYS	61.96	7,373.24
25	Bravo 1500+	Johnson Wax	5 gal. box	35 boxes	1-2	48.04	1,681.40
26	Over/Under Sealer	Johnson Wax	5 gal. box	35 boxes	1-2	61.20	2,142.00
27	Linofax Stripper		5 gal. box	20 boxes	1-2	69.40	1,388.00
	Tools and Accessories	*NO SUBSTITUTIONS*					
28	17" Floor Pads	3M Blk, Blu, Red, Wht	5/case	30 cases	1-2 DAYS	21.80	654.00
29	20" Floor Pads	3M Blk, Blu, Red, Wht	5/case	60 cases	1-2	28.20	1,692.00
30	14 x 28" Floor Pads	3M Blk, Blu, Red, Wht	28/case	5 cases	1-2	60.50	302.50
31	Paper Vacuum Bag Liner	NSS - M1Pig	6/pkg	10 pkgs.	1-2	35.25	352.50
32	Micro Lined Filter Bags	Super Coach Backpack	10/pkg	300 pkgs.	1-2	7.75	2,325.00



ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

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**SUBJECT:** Approve Contract for Integral Group to Provide Prop 39 Energy Consulting Services

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

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**Background:**

The District was notified that the charter schools are eligible for additional funding for projects beyond what the District had originally submitted and received approval by California Energy Commission (CEC). Therefore, the district needs to revise/expand those expenditure plans for the sites that the charter schools are located on to include additional energy saving projects and resubmit them to CEC in order to receive the additional funding available.

Integral Group has been providing support to Rocklin Unified School District with Prop 39 energy services since 2014. Integral Group's support has included performing energy audits, submitting Energy Expenditure Plans (EEPs) and supporting documentation to the CEC and working with the CEC to get EEPs approved.

**Status:**

Staff will work with the Integral Group developing the District's final applications for submittal to the California Energy Commission, upon board approval of the contract.

**Presenter:**

Craig Rouse, Senior Director Facilities, Maintenance & Operations

**Financial Impact:**

Current year: Not to exceed \$15,000.00  
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 to the California Energy Commission, not to exceed \$15,000.00, 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 21st day of **July, 2016** by and between the Rocklin Unified School District, 2615 Sierra Meadows Drive, Rocklin, California 95677 (“District”) and **Integral Group** (“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 services to include performing energy audits, submitting energy expenditure plans and supporting documentation to the California Energy Commission.**

The scope of services is more specifically indicated on **Exhibit “A”** from **Integral Group** and is subject to the terms and conditions of this Agreement.

1.2 The Services shall be performed on the following project(s) / site(s) (“Project”):

**Multiple sites**

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:

- X   Signed Agreement
- X   Workers' Compensation Certification
- X   Fingerprinting/Criminal Background Investigation Certification

X   Insurance Certificates and Endorsements  
  X   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 **Fifteen Thousand (\$15,000)**. 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 N/A. 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 N/A. A delivery slip must accompany each shipment;

4.3.5 N/A. There must be a separate invoice for each order;

4.3.6 N/A. 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. **N/A. 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 **N/A. 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. **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

**Consultant:**  
Integral Group  
427 13<sup>th</sup> Street  
Oakland, CA 94612

ATTN: Senior Director Facilities, Maintenance  
and Operations

ATTN: Derrill Whitten

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: \_\_\_\_\_, 20\_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_\_

**Rocklin Unified School District**

**Integral Group**

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

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

Print Name: Barbara Patterson

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

Print Title: Deputy Superintendent  
Business Services

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

**Information regarding Consultant:**

Consultant: \_\_\_\_\_

License No.: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Type of Business Entity:

- \_\_\_\_ Individual
- \_\_\_\_ Sole Proprietorship
- \_\_\_\_ Partnership
- \_\_\_\_ Limited Partnership
- \_\_\_\_ Corporation, State: \_\_\_\_\_
- \_\_\_\_ Limited Liability Company
- \_\_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_  
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: \_\_\_\_\_

Name of Consultant or Company: \_\_\_\_\_

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

Print Name and Title: \_\_\_\_\_

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services (“Agreement”):

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

Date: \_\_\_\_\_  
District Representative’s Name and Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

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

Consultant’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

\_\_\_\_\_ The installation of a physical barrier at the worksite to limit contact with pupils.

\_\_\_\_\_ Continual supervision and monitoring of all Consultant’s on-site employees of Consultant by an employee of Consultant, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

\_\_\_\_\_ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

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

District Representative's Name and Title: \_\_\_\_\_

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

**[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.]** I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

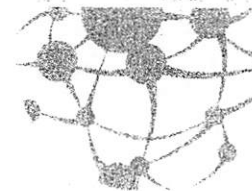
Date: \_\_\_\_\_

Name of Consultant or Company: \_\_\_\_\_

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

Print Name and Title: \_\_\_\_\_

# Exhibit A



July 1, 2016

EMAIL: hweitze@integralgroup.com

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## PROPOSAL FOR SUPPORTING RUSD WITH PROP 39 ENERGY SERVICES

Bill Pruett  
Rocklin Unified School District  
2615 Sierra Meadows Drive  
Rocklin, CA 95677  
[bpruett@rocklin.k12.ca.us](mailto:bpruett@rocklin.k12.ca.us)  
916-630-3195

### 1. PROJECT UNDERSTANDING

Integral Group has been providing support to Rocklin Unified School District (RUSD) with Proposition 39 (Prop 39) energy services since 2014. Integral Group's support has included performing energy audits, submitting Energy Expenditure Plans (EEPs) and supporting documentation to the CEC, and working with the CEC to get EEPs approved.

This proposal is to continue to provide these types of energy planning services on an "on-call" basis for RUSD.

### 2. SCOPE OF PROFESSIONAL SERVICES

#### 2.1 PROP 39 ENERGY SERVICES MAY INCLUDE THE FOLLOWING:

- Revising EEPs.
  - This includes interior lighting retrofits for Rocklin Academy, Rocklin Academy at Myers Street, and Rocklin Independent Charter Academy.
- Uploading Prop 39 submission documentation to the California Energy Commission (CEC) Prop 39 website.
- Responding to CEC reviewer questions.
- Assisting RUSD with other documentation needed for Prop 39 submission.
- Site Visits for energy planning purposes.

### 3. FEES

Our fee to provide the above-described of consulting engineering services listed above will be charged on an HOURLY Time & Materials basis, billed monthly.

Not-to-Exceed Budget .....\$15,000

### 4. TERMS AND EXCLUSIONS

#### 4.1 ASSUMPTIONS

- n/a.

#### 4.2 EXCLUDED SERVICES

- n/a.

#### 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. PAYMENTS

Progress invoices will be issued monthly and are due within 30 days of receipt. Monthly interest of 1.0% will be charged on outstanding invoices 30 days or more past due.



ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

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**SUBJECT:** Ratify Contract for Electrical Engineering Design Services at Rocklin Elementary School, Clarke Dominguez Gym, Ruhkala Elementary School Cobblestone Elementary School and Victory High School Prop. 39 Projects

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

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**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.

The District has received eligible funding for the Rocklin Academy schools for the fiscal year 2015-16. The District's expenditure plans for the Rocklin Academy and RICA were approved by the California Energy Commission in June 2016, which included replacing exterior lighting with LED lighting on the four campuses where the charter schools are located. JMPE has proposed electrical design services to replace the exterior lighting with LED lighting.

**Status:**

A contract agreement for professional services with JMPE Electrical Engineering 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: \$14,000.00  
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 ratification of the contract for the Electrical Design Services for Rocklin Elementary School, Ruhkala Elementary School, Cobblestone Elementary School and Victory High School Prop. 39 projects, in the amount of \$14,000.00 with JMPE Electrical Engineering.

**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 **6th day of July, 2016** by and between the Rocklin Unified School District, 2615 Sierra Meadows Drive, Rocklin, California 95677 (“District”) and JMPE Electrical Engineering Lighting Design, 5500 Ming Ave. Suite 251, Bakersfield, CA 93309 (“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 **Rocklin Elementary School, Clarke Dominguez Gym, Ruhkala Elementary School, Cobblestone Elementary School and Victory High School Prop. 39 Energy Efficiency Replacement Electrical Engineering Design Services**

1.2 The Services shall be performed on the following project(s) / site(s) (“Project”):

**Rocklin Elementary School, Clarke Dominguez Gym, Ruhkala Elementary School, Cobblestone Elementary School and Victory High School**

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:

- X   Signed Agreement
- X   Workers' Compensation Certification
- Fingerprinting/Criminal Background Investigation Certification

<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 **Fourteen Thousand (\$14,000.00)**. 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 N/A. 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 N/A. 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 N/A. A delivery slip must accompany each shipment;

4.3.5 N/A. There must be a separate invoice for each order;

4.3.6 N/A. 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. **N/A. 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 **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. **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:**

JMPE  
5500 Ming Avenue Suite 251  
Bakersfield, CA 93309  
ATTN: John Maloney

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.

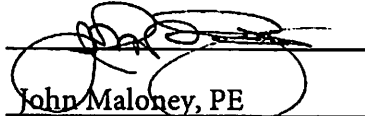
34. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
35. **Captions and Interpretations.** Paragraph headings in this Agreement 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: 4/7/16, 20 16

Dated: April 25, 20 16

Rocklin Unified School District  
By: 

(name of Contractor)  
By: 

Print Name: Barbara Patterson

Print Name: John Maloney, PE

Print Title: Deputy Superintendent  
Business Services

Print Title: Engineer/Owner

**Information regarding Consultant:**

Consultant: John Maloney, PE

License No.: 13083

Address: 5500 Ming Ave., #251  
Bakersfield, CA 93309

Telephone: 805-569-9216

Facsimile: 805-569-2405

E-Mail: maloney@jmpe.net

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: \_\_\_\_\_
- Limited Liability Company
- Other: \_\_\_\_\_

77-0419418;  
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.**



# JMPE

ELECTRICAL ENGINEERING  
LIGHTING DESIGN  
CA REGISTRATION NO. E 1 3 0 8 3

March 15, 2016

Rocklin Unified School District  
2615 Sierra Meadows Drive  
Rocklin, CA 95677

Attn: Bill Pruett, LEED AP

Re: Rocklin School District Exterior Lighting  
Energy Efficiency Replacement – Prop 39  
for Four Schools & Clarke Dominguez Gym  
Electrical Engineering Fee Proposal

I. Scope of Work:

A. Rocklin Elementary:

1. Replace shoe-box fixtures on 10-foot poles.
2. Replace double shoe-box fixtures on 10-foot poles.
3. Retrofit 8" square recessed soffit down lights.
4. Replace single 4-foot vandal wrap by kitchen.
5. Replace small plastic wall sconces.
6. Replace small wall pack fixtures.
7. Replace large wall pack fixtures.
8. Replace round, surface-mounted sconces at gym exterior.
9. Replace low profile soffit fixtures at CDG.
10. Replace round wall-mounted EM sconces at CDG.

B. Ruhkala Elementary:

1. Replace hat box, pole-mounted night fixtures.
2. Replace bollards.
3. Replace round, catchers mask, wall-mounted light fixtures.
4. Replace emergency wall-mounted light fixtures.
5. Replace small plastic wall sconces.
6. New fixtures shall be LED and on the DLC list.

C. Cobblestone Elementary:

1. Replace single hat box fixture on 40-foot pole.
2. Replace double hat box fixtures on 40-foot poles.
3. Replace single show box fixtures on 25-foot poles.
4. Replace large wall pack fixtures.
5. Replace 12" x 12" square, surface-mounted soffit fixtures.
6. Replace small plastic wall sconces.
7. Replace 13" diameter, surface-mounted soffit fixtures.
8. New fixtures shall be LED and on the DLC list.

- D. Victory High School:
    - 1. Replace gull wing-type light fixtures on 40-foot poles.
    - 2. Replace large wall pack fixtures.
    - 3. Replace small wall pack fixtures.
    - 4. Replace small, plastic wall sconces on portables.
    - 5. Replace round-top light fixtures on 12-foot poles.
    - 6. Replace catchers mask, round, wall-mounted light fixtures.
    - 7. New light fixtures shall be LED, 4000K and on the DLC list.
  - E. Clarke Dominguez Gym.
    - 1. Remove existing cylinder light fixtures.
    - 2. Replace (40) Hi Bay gym lights with new LED fixtures.
    - 3. Add new dimmers/modify existing dimming system – Lutron Grafik Eye.
- II. Scope of Design:
- A. Site review of existing conditions.
  - B. Coordination with Rocklin School District.
  - C. Lighting demolition plan showing fixtures to be removed.
  - D. Fixture schedule.
  - E. Lighting plan showing fixtures to be installed.
  - F. Installation notes.
  - G. Lighting specifications.
  - H. Bidding support.
  - I. Construction support.
- III. Items Excluded:
- A. Revisions to fixture control.
  - B. Revised circuiting.
  - C. Structural support details.
  - D. DSA submittal.
- IV. Fees for Services:
- A. Rocklin Elementary School: A flat fee of \$3,300.00 shall be invoiced upon completion of design.
  - B. Ruhkala Elementary School: A flat fee of \$2,800.00 shall be invoiced upon completion of design.
  - C. Cobblestone Elementary: A flat fee of \$2,800.00 shall be invoiced upon completion of design.
  - D. Victory High School: A flat fee of \$2,300.00 shall be invoiced upon completion of design.
  - E. Clarke Dominguez Gym: A flat fee of \$2,800.00 shall be invoiced upon completion of design.
  - F. No fees shall be charged for bidding support.
  - G. No fees shall be charged for construction support.

- H. Additional services shall be invoiced on an hourly basis only after prior authorization.
  - I. Hourly rates are: \$140 for engineering and \$100 for drafting.
- V. Liability Limitations:
- A. JMPE has no control over, nor is it responsible for, any acts, errors, omissions, equipment failures or delays caused by the Client, Owner, other consultants, contractors, subcontractors or any of their agents or employees, manufacturers, shippers, installers, any other persons performing any work on the project, or users of the work. JMPE is not responsible for a contractor's failure to carry out the construction in a responsible manner and in accordance with applicable codes, contract documents and recommendations.
  - B. JMPE is not responsible for any unapproved changes to its final drawings and specifications, including but not limited to, substitutions of or by manufacturers, substitutions by contractors, variation in layouts, quality and quantity of fixtures.
- VI. Termination of Agreement:
- A. This Agreement is terminable by either party at any time upon ten (10) days' written notice. In the event this Agreement is terminated for any reason, the Client is obligated for JMPE's services and charges incurred before the termination date.
  - B. The provisions of this Agreement are valid for 30 days. If this Agreement is not signed by Client and received by JMPE by this date, the Agreement's terms and conditions will be open for further negotiation.

Sincerely,



John Maloney, PE

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

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**SUBJECT:** Ratify Contract for Antelope Creek Elementary School Playground Structure Project

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

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**Background:**

The District went out to bid for the playground structure project at Antelope Creek Elementary School.

**Status:**

Bids for the playground structure project were solicited by phone and opened by the District on June 1, 2016.

Bids were received from:

Miracle Playsystems, Inc.	\$8,589.00
NSP3	\$9,013.70
Ross Recreation Equipment	\$14,118.38

The 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 Miracle Playsystems, Inc. for the complete bid of \$8,589.00.

This work is scheduled to start on July 21, 2016 and be completed before the beginning of the 2016-17 school year.

**Presenter:**

Craig Rouse, Senior Director Facilities, Maintenance & Operations

**Financial Impact:**

Current year:	\$8,589.00
Future years:	N/A
Funding source:	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 ratification of the contract for the playground structure project at Antelope Creek Elementary School in the amount of \$8,589.00, with Miracle Playsystems, Inc.



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

This Agreement is entered into by and between the Rocklin Unified School District, ("District"), and **Miracle Playsystems Inc.**, ("Contractor"), identified under social security number/federal identification number 20-5977760, with its principal place of business/office(s) located at PO BOX 263, Alamo, CA 94507.

1. **TERM OF AGREEMENT / DATE(S) of SERVICE(S):** July 1, 2016 to August 31, 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:

**Install five new playground components to existing playground structure at Antelope Creek Elementary School, 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 **\$8,589.00**. 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 him. 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 time 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 there under 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.

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](http://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: Miracle Playsystems Inc.

Address: PO BOX 263

City/State/Zip: Alamo , CA 94507

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:**

Miracle Playsystems  
\_\_\_\_\_  
By: Kit Steven  
Official Authorized Signature  
\_\_\_\_\_  
Kit Steven  
Printed Name  
\_\_\_\_\_  
Its: President  
Title  
\_\_\_\_\_  
6/28/2016  
Date

Rocklin Unified School District  
\_\_\_\_\_  
By: Barbara Patterson  
Official Authorized Signature  
\_\_\_\_\_  
Barbara Patterson  
Printed Name  
\_\_\_\_\_  
Its: Deputy Superintendent  
Title  
\_\_\_\_\_  
7/7/16  
Date

License Number: 981433

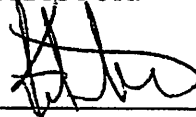
Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding 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: Miracle Playsystems, INC

By: 

Title: President



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

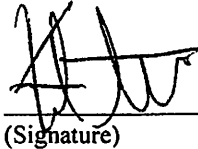
To the Governing Board of Rocklin Unified School District:

I, Kit Steven (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 Oakland, California on 6/28/2016.  
Date



(Signature)

Kit Steven

(Typed or printed name)

President

(Title)

PO Box 263 Alamo, CA 94507

(Address)

510.295.9507

(Telephone)

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

1.       Bridget Muck

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2.       Sam Varner

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3.       Shawn Varner

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- 4.

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- 5.

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- 6.

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- 7.

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- 8.

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- 10.

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- 11.

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- 12.

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- 13.

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- 14.

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- 15.

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**VERIFICATION OF CONTRACTOR  
AND SUBCONTRACTORS' DIR REGISTRATION**

I am the President of Miracle Playsystems ("Bidder") submitting the  
(Title/Position) (Bidder Name)

accompanying Bid Proposal for the Work described as Antelope Creek Play Equipment

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

2. The Bidder's DIR Registration Number is: 1000015853. The expiration date of the Bidder's DIR Registration is June 30, 2017.

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.

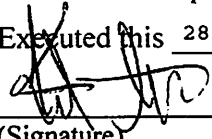
7. The Bidder's solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier 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 28th day of June, 2016 at Oakland, Ca  
(City and State)

  
(Signature)

Kit Steven

(Name, typed or printed)

# Antelope Creek Elementary School

6185 Spring View Drive, Rocklin, CA 95677

## Request for Quotation

\*See Attached quotation

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

School Contact / Title – Requesting Quote: \_\_\_\_\_

Contact E-Mail: \_\_\_\_\_ Contact Phone: Dept.: \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Address/Location: \_\_\_\_\_

Quote Due Date: \_\_\_\_\_ Quote is good for: (circle one) 30 days 60 days 90 days 120 days

*Pursuant to Labor Code § 1720 et. seq. this work is considered a "Public Work" and is subject to the payment of prevailing wages if the total project cost is over \$1,000. -Proof of a valid Contractor/Specialty license, DIR Registration, worker's compensation and /liability Insurance is required before work starts.*

*If selected, you will be required to enter certified payroll reports (electronically) into the Department of Industrial Relations (DIR) eCPR website located at: <https://apps.dir.ca.gov/lecpriDASIAitLogin>*

Quantity	Description/Scope of Work to Be Performed	Unit Price	Extended Price
Attach additional sheets if necessary		Grand Total	

Estimated Time to Complete Project : 2 days Drawing Attached: Yes  No

Will Sub-Contractor be utilized: Yes  No  (if yes – the same information as listed below must be submitted; Use page 3, as necessary)

Please type or print legibly

Company Name: Sam Varner Construction

Company Address: \_\_\_\_\_

Contractor's Lic. No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_ Tax ID: \_\_\_\_\_

Contact Name: Sam Varner Phone No.: \_\_\_\_\_ E-mail: 916.765.7751 sjv72189@gmail.com

# Antelope Creek Elementary School

## Request for Quotation (cont.)

DIR Classification(s) of workers to be utilized:

Check all that apply:

- |  |   |  |   |
|--|---|--|---|
| <input type="checkbox"/> Asbestos                    | <input type="checkbox"/> Bricklayers        | <input type="checkbox"/> Carpenters              | <input type="checkbox"/> Carpet/Linoleum    |
| <input type="checkbox"/> Cement Masons               | <input type="checkbox"/> Drywall Finisher   | <input type="checkbox"/> Drywall Lather          | <input type="checkbox"/> Electrician        |
| <input type="checkbox"/> Elevator Mechanic           | <input type="checkbox"/> Glazier            | <input type="checkbox"/> Iron Worker             | <input type="checkbox"/> Laborer            |
| <input checked="" type="checkbox"/> Landscape Maint. | <input type="checkbox"/> Operating Engineer | <input type="checkbox"/> Modular Furn. Installer | <input type="checkbox"/> Painter            |
| <input type="checkbox"/> Pipe Trades/Plumber         | <input type="checkbox"/> Plaster            | <input type="checkbox"/> Roofers                 | <input type="checkbox"/> Sheetmetal/HVAC    |
| <input type="checkbox"/> Sound/Communications        | <input type="checkbox"/> Surveyors          | <input type="checkbox"/> Teamster                | <input type="checkbox"/> Telecom Technician |

Classifications and wage rates can be found at <http://www.dir.ca.gov/oprl/PWD/index.htm>

DIR Prevailing Wage Hot Line (415) 703-4774

Printed Name: Kit Steven

Signature of Authorized Person: 

Date: 6/28/2016

Important Notice: California new law (SB 854) 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.htm> for more information and to register. This project is subject to monitoring by the Department of Industrial Relations.

---

Office Use:

Recommended for Contract By:

Print Name \_\_\_\_\_ Initials \_\_\_\_\_ Date: \_\_\_\_\_

Department: \_\_\_\_\_

Budget Code: \_\_\_\_\_ PO/Contract #: \_\_\_\_\_

Est. Project Start Date: \_\_\_\_\_ Est. Project End Date: \_\_\_\_\_

PWC-100 Processing Date: \_\_\_\_\_ By: \_\_\_\_\_

PWC-100 Data Entry Website: <https://www.dir.ca.gov/pwc100ext/>

**\*Completion of this form does not constitute a binding contract to provide work and/or equipment listed above.**

# Antelope Creek Elementary School

6185 Spring View Drive, Rocklin, CA 95677

Sub-contractors Sam Warner Construction Please type or print legibly

Company Name: Sam Warner

Company Address: 509 Winchester Ct, Roseville

Contractor's Lic. No.: 368836 DIR Registration No.: 1000009632 Tax ID: \_\_\_\_\_

Contact Name: Sam Warner Phone No.: 916.765.7751 E-mail: STV72189@gmail.com

DIR Classification(s) of workers to be utilized:

Check all that apply:

- |  |   |  |   |
|--|---|--|---|
| <input type="checkbox"/> Asbestos                    | <input type="checkbox"/> Bricklayers        | <input type="checkbox"/> Carpenters              | <input type="checkbox"/> Carpet/Linoleum    |
| <input type="checkbox"/> Cement Masons               | <input type="checkbox"/> Drywall Finisher   | <input type="checkbox"/> Drywall Lather          | <input type="checkbox"/> Electrician        |
| <input type="checkbox"/> Elevator Mechanic           | <input type="checkbox"/> Glazier            | <input type="checkbox"/> Iron Worker             | <input type="checkbox"/> Laborer            |
| <input checked="" type="checkbox"/> Landscape Maint. | <input type="checkbox"/> Operating Engineer | <input type="checkbox"/> Modular Furn. Installer | <input type="checkbox"/> Painter            |
| <input type="checkbox"/> Pipe Trades/Plumber         | <input type="checkbox"/> Plaster            | <input type="checkbox"/> Roofers                 | <input type="checkbox"/> Sheetmetal/HVAC    |
| <input type="checkbox"/> Sound/Communications        | <input type="checkbox"/> Surveyors          | <input type="checkbox"/> Teamster                | <input type="checkbox"/> Telecom Technician |

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

Company Address: \_\_\_\_\_

Contractor's Lic. No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_ Tax ID: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_ E-mail: \_\_\_\_\_

DIR Classification(s) of workers to be utilized:

Check all that apply:

- |   |   |  |   |
|---|---|--|---|
| <input type="checkbox"/> Asbestos             | <input type="checkbox"/> Bricklayers        | <input type="checkbox"/> Carpenters              | <input type="checkbox"/> Carpet/Linoleum    |
| <input type="checkbox"/> Cement Masons        | <input type="checkbox"/> Drywall Finisher   | <input type="checkbox"/> Drywall Lather          | <input type="checkbox"/> Electrician        |
| <input type="checkbox"/> Elevator Mechanic    | <input type="checkbox"/> Glazier            | <input type="checkbox"/> Iron Worker             | <input type="checkbox"/> Laborer            |
| <input type="checkbox"/> Landscape Maint.     | <input type="checkbox"/> Operating Engineer | <input type="checkbox"/> Modular Furn. Installer | <input type="checkbox"/> Painter            |
| <input type="checkbox"/> Pipe Trades/Plumber  | <input type="checkbox"/> Plaster            | <input type="checkbox"/> Roofers                 | <input type="checkbox"/> Sheetmetal/HVAC    |
| <input type="checkbox"/> Sound/Communications | <input type="checkbox"/> Surveyors          | <input type="checkbox"/> Teamster                | <input type="checkbox"/> Telecom Technician |

# EXHIBIT A

## Estimate



MIRACLE PLAYSYSTEMS INC  
 PO BOX 263  
 ALAMO, CA 94507  
 T: 800-879-7730 DIR # 1000015853  
 F: 510-893-2163 CSL # 981433

Date	Estimate #
6/1/2016	E2016-1612

Name / Address
Rocklin Unified School District 4090 Del Mar Ave., Suite B Rocklin, CA 95677

Ship To
Rocklin Unified School District 4090 Del Mar Ave., Suite B Rocklin, CA 95677

Terms	P.O. No.	Rep	Project Name	
Net 30		BM	16_0671 Antelope Creek ES	
Description		Qty	Rate	Total
Equipment per plan and rendering_001.			6,508.00	6,508.00T
CMAS Discount			-1,627.00	-1,627.00T
Freight charge			859.92	859.92
Equipment Installation to plan per specification.			2,482.00	2,482.00

**INDEMNITY**  
 Client/Owner shall defend, indemnify and hold harmless Miracle Playsystems, Inc, its officers, directors, board of trustees, agents, or employees and each of them, from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, reasonable attorneys' fees, reasonable experts' fees, reasonable consultants' fees, judgments, losses or liabilities, of every kind and nature whatsoever arising out of or in any way connected with or incidental to, the performance of the services under this Agreement or any of the obligations contained in this Agreement ("Claims"). Without limitation, "damages" include personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Miracle Playsystems, Inc, or any other person; or other damages of any kind to anyone including, without limitation, economic loss, property damage and loss of use thereof. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, that each shall be given effect, and that each shall apply despite any acts or omissions, misconduct or negligent conduct, whether active or passive, on the part of, or other contractor(s); provided, however, Miracle Playsystems, Inc duty to indemnify shall be limited to the percentage or the degree Miracle Playsystems, Inc comparative negligence caused any damages.

**STANDARD NOTES:**

- Price quotation is good for 90 days. Accurate color selections must be made in writing prior to equipment going into production. Colors to be confirmed with your local sales representative.
- PLEASE MAKE PURCHASE ORDER AND CHECK TO MIRACLE PLAYSYSTEMS, INC at PO Box 263 Alamo, CA 94507
- Please email/fax quotation with your signature to accept this quote and place order. Fax 510-893-2163 or email Info@MiraclePlayGroup.com
- Unless otherwise specified, Miracle Playsystems, Inc DOES NOT include the following in this proposal:
  - Engineered drawings
  - Installation of equipment or other site amenities
  - Specialty trades, equipment, power supply required to install equipment
  - Any insurance requiring in excess of \$1M/\$2M per occurrence, special insurance coverage or wording, Prevailing/Certified wage rates, local permitting, bid/performance bonds, temp fencing, geo tech surveys, playground safety inspection, equipment offload, and testing services.

**TERMS & CONDITIONS:**

- Purchase contract terms & conditions of sale: The client/customer's acceptance and understanding of these terms & conditions and all other supporting documentation provided as part of this package is evidenced by signing of this estimate/quote.
- Payment terms: Standard terms (on approved credit), unless otherwise noted are 50% with order and balance to ship equipment (no retention). Should any changes be required to the products after order is placed, modifications or changes will be at client/customers expense. Miracle Playsystems, Inc maintains a no return policy and asks all clients to determine feature, layout and color selection prior to ordering. Should any order be cancelled after production has started a 30% restocking fee will be charged to client. Credit card processing fees are 5% which will be added to all credit card charges.
- Lead times: Estimated lead times for the time the order is released into production until it is delivered will vary and are as follows:
  - 5-6 weeks for standard (non-custom) play features for US based manufacturers;
  - 10-12 weeks standard play features (non-custom) from European & Canadian manufacturers. Expedited Air Freight is available for additional cost (calculated on case by case basis).

**CONSTRUCTION SERVICES (if applicable):**  
 Unless otherwise noted, we exclude responsibility for material delivery & offloading equipment, removal & disposal of packaging accumulated by equipment packaging, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts or delay of other trades, removal of spoils from job site, locating underground: utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples, CPSL. Conditions: Grades; stable, compacted & workable with 95% compaction and less than 1% grade, adequate access to site for labor, materials, tools and equipment. Estimate good for 90 days from quote. Terms: Upon completion.

**GENERAL TERMS:**

- THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN: Miracle Playsystems, Inc objects to any other terms proposed by client, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Client authorizes Miracle Playsystems, Inc to ship equipment and agrees to pay the total specified. Shipping terms are FOB the place of shipment via common carrier.
- Client and owner/operator agree to indemnify and hold Miracle Playsystems, Inc harmless from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, resulting from any and all claims, liens, damages, actions, suits, judgments or settlements, injuries arising or alleged to arise out of their failure, or failure of architect, contractors, subcontractors, installers, employees, agents and assigns to assemble, install, inspect and/or maintain the play equipment and impact absorbing surfacing in full compliance with each manufacturers installation instructions and safety requirements and their misuse and/or alteration of the play equipment.

<b>Subtotal</b>	\$8,222.92
<b>Sales Tax (7.5%)</b>	\$366.08
<b>Total</b>	\$8,589.00

Signature \_\_\_\_\_

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

---

**SUBJECT:** Approval of Resolution 16-17-01 – A Resolution Adopting a Declaration of Need for Fully Qualified Educators for the 2016-17 School Year

**DEPARTMENT:** Office of the Assistant Superintendent, Human Resources

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**Background:**

The Declaration of Need for Fully Qualified Educators was designed by the Commission on Teacher Credentialing to inform board members regarding the estimated number of educators serving in the district who are not fully credentialed in their subject matter. In 2015-16 school year, the District used one (1) Special Education Limited Assignment Teaching Permit (SELAP), two (2) Emergency Crosscultural, Language and Academic Development (CLAD) Permits, and one (1) Emergency Resource Specialist Permit.

**Status:**

Approval of the resolution will enable the District to submit the Declaration of Need for Fully Qualified Educators to the Commission on Teacher Credentialing, thus, be eligible to apply for emergency or limited assignment permits when necessary.

**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:**

Resolution 16-17-01

**Recommendation:**

Staff recommends approval of Resolution 16-17-01, authorizing submission of a Declaration of Need for Fully Qualified Educators for the 2016-17 school year.



RESOLUTION 16-17-01  
BEFORE THE BOARD OF TRUSTEES OF THE  
ROCKLIN UNIFIED SCHOOL DISTRICT

In the Matter of: A RESOLUTION ADOPTING A  
DECLARATION OF NEED FOR FULLY QUALIFIED  
EDUCATORS FOR THE 2015-16 SCHOOL YEAR

The following RESOLUTION was duly adopted by the Board of Trustees of the Rocklin Unified School District at a regular meeting held on the 20<sup>th</sup> day of July, 2016, by the following vote on roll call:

AYES:

NOES:

ABSENT:

Signed and approved by me after its passage.

\_\_\_\_\_  
President, Board of Trustees

ATTEST:

\_\_\_\_\_  
Clerk, Board of Trustees

WHEREAS, THE COMMISSION ON TEACHER CREDENTIALING requires the governing board of school districts to annually adopt a Declaration of Need for Fully Qualified Educators at a regularly scheduled public meeting when there is an insufficient number of certificated persons who meet the district's specified employment criteria; and

WHEREAS, ROCKLIN UNIFIED SCHOOL DISTRICT has undertaken necessary recruitment efforts to locate and recruit individuals who hold the required employment criteria for the 2016-17 school year; and

WHEREAS, ROCKLIN UNIFIED SCHOOL DISTRICT anticipates the need to request issuance of emergency or limited assignment permits in various subject areas for teachers meeting the requirements under Title 5;

NOW, THEREFORE, BE IT RESOLVED, that the ROCKLIN UNIFIED SCHOOL DISTRICT, at a meeting held on July 20, 2016, hereby adopts the Declaration of Need for Fully Qualified Educators allowing the issuance of emergency and limited assignment permits when necessary for the 2016-17 school year.



## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- Original Declaration of Need for year: 2016-17  
 Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Rocklin Unified District CDS Code: 75085

Name of County: Placer County County CDS Code: 31

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 07 /20 /16 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2017.

Submitted by (Superintendent, Board Secretary, or Designee):

<u>Roger Stock</u>		<u>Superintendent</u>
<small>Name</small>	<small>Signature</small>	<small>Title</small>
<u>(916) 630-4894</u>	<u>(916) 630-2225</u>	<u>7/20/16</u>
<small>Fax Number</small>	<small>Telephone Number</small>	<small>Date</small>
<u>2615 Sierra Meadows Dr., Rocklin, CA 95677</u>		
<small>Mailing Address</small>		
<u>rstock@rocklin.k12.ca.us</u>		
<small>EMail Address</small>		

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_\_ / \_\_\_\_ / \_\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
E-Mail Address		

► This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
<input checked="" type="checkbox"/> CLAD/English Learner Authorization (applicant already holds teaching credential)	5
<input type="checkbox"/> Bilingual Authorization (applicant already holds teaching credential)	_____
List target language(s) for bilingual authorization:	_____
_____	_____
<input checked="" type="checkbox"/> Resource Specialist	3
<input type="checkbox"/> Teacher Librarian Services	_____
<input type="checkbox"/> Visiting Faculty Permit	_____

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	0
Single Subject	2
Special Education	5
<b>TOTAL</b>	<b>7</b>

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved intern program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program?  Yes  No

If no, explain. Insufficient need to implement our own program.

Does your agency participate in a Commission-approved college or university intern program?  Yes  No

If yes, how many interns do you expect to have this year? 4-5

If yes, list each college or university with which you participate in an intern program.

National University, Brandman; University of Phoenix, CSU Sacramento,  
William Jessup, Humboldt University, Alliant, CalState Teach-Fresno, Loyola Marymount  
University

If no, explain why you do not participate in an intern program.  
\_\_\_\_\_  
\_\_\_\_\_

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.

**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 June 30, 2016.

Quarterly Report on Williams Uniform Complaints  
[Education Code § 35186(d)(e)]

District: Rocklin Unified School District

Person completing this form: Leta Momet

Title: Administrative Assistant

- Quarterly Report Submission Date: (Check one)
- April *Due: April 30<sup>th</sup>*
- July *Due: July 31<sup>st</sup>*
- October *Due: October 31<sup>st</sup>*
- January *Due: January 31<sup>st</sup>*

Date quarterly report was or will be reported publicly at a regularly scheduled board meeting: July 20, 2016

- 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	N/A		
<b>TOTALS</b>	0		

**Roger Stock**

Print Name of District Superintendent

  
Signature of District Superintendent

7-7-16  
Date

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

---

SUBJECT: Appoint Principal of Ruhkala Elementary School  
DEPARTMENT: Office of the Assistant Superintendent, Human Resources

---

**Background:**

Melody Thorson, Principal of Ruhkala Elementary, has accepted a new assignment as Principal at Parker Whitney Elementary School. Twenty-two (22) candidates applied for the position and five (5) candidates were interviewed by a panel of nine (9) on Monday, July 11, 2016. The final candidates were interviewed by Cabinet on Wednesday, July 13, 2016.

**Status:**

Staff has identified and is prepared to present a candidate for appointment as the new Principal at Ruhkala Elementary 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:**

Approve appointment of the new Principal at Ruhkala Elementary School effective August 1, 2016.

## PENDING BOARD AGENDA ITEMS

July 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>(Consent)</i>	Human Resources	July
BP 9270 - Conflict of Interest, Biannual Review – ( Every Other Year, Action)	Business & Operations	July 2016
Tax Report for CFD No. 1 and No. 2, Yearly Adoption	Business & Operations	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
Unaudited Actuals, Approve District Certification	Business & Operations	August/September
Resolution Establishing Appropriation Limitation (GANN) <i>(Action)</i>	Business & Operations	August/September
WestEd Special Education Report and Implementation Update <i>(Information)</i>	Ed Services/Dir Special Ed & Support Programs	September
ESY Summer School Report – <i>(Information)</i>	Ed Services/Staff	September
School Opening/Readiness Report – <i>(Information)</i>	Ed Services/Staff	September
Summer Civic Program Update – <i>(Information)</i>	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 8<sup>th</sup> 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
WestEd Special Education Report and Implementation Update <i>(Information)</i>	Ed Services/Dir Special Ed & Support Programs	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
WestEd Special Education Report and Implementation Update <i>(Information)</i>	Ed Services/Dir Special Ed & Support Programs	February
Identify Teachers for Non-Reelection; Prepare Letters of Notification <i>(March 1<sup>st</sup> 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>(1<sup>st</sup> Mgt)</i>
Present Draft School Year Calendar <i>(two years out - Consent)</i>	Human Resources	March <i>(1<sup>st</sup> Mgt)</i>
Annual Board Action Regarding Distribution of Non-Reelection Letters	Human Resources	March <i>(1<sup>st</sup> Mtg)</i>
Finalize District's Proposal and Prepare for Sunshining Process	Human Resources	March <i>(1<sup>st</sup> 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>(2<sup>nd</sup> 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) (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
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
WestEd Special Education Report and Implementation Update <i>(Information)</i>	Ed Services/Dir Special Ed & Support Programs	May
AFJROTC Color Guard Special Recognition (Student Representative Unit & Cadet Commander)	Superintendent/Staff	May (2 <sup>nd</sup> Mtg)
Student Board Member Recognition	Superintendent	May (2 <sup>nd</sup> Mtg)
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
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 (1 <sup>st</sup> Mtg)
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
Complete Superintendent's Performance Evaluation and Update Contract	Superintendent/Board	June/July
Expulsion Hearing Panel for Upcoming School Year <i>(Consent)</i>	Ed Services	June/July

\* Denotes a non-annual/one-time only agenda item.