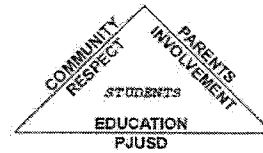


# Pierce Joint Unified School District

P.O. Box 239 • Arbuckle CA 95912 • (530) 476-2892 • Fax (530) 476-2289

Carol Geyer, Superintendent



Pierce Joint Unified School District  
Citizens' Bond Oversight Committee for Measure B Meeting Minutes  
Monday, June 19, 2017

Members Present: Mike Doherty, Barbara Scheimer, Chuck Wayman, Ariel Alonso and Joh Lauwerijssen.

Absent: Ellen Voorhees and Edella Maldonado

Others Present: Carol Geyer, Daena Meras, Duffy Bailey

1. Meeting was called to order by appointed Chairperson, Mike Doherty at 8:32 a.m. in the Pierce Technology Building at 904A Wildwood Road, Arbuckle
2. Approval of the Agenda - Chuck Wayman made a motion to approve the agenda, Joh Lauwerijssen seconded the motion. Voting Aye: Mr. Lauwerijssen, Ms. Alonso, Mr. Wayman, Ms. Scheimer, and Mr. Doherty. Voting No: None. Absent: Ms. Voorhees, Ms. Maldonado
3. Hearing of the Public – Mrs. Geyer thanked the members for serving on the committee and the commitment of their time.
4. Election of the Chairperson - Chuck Wayman made a motion to appoint Mike Doherty as the Chairperson. Joh Lauwerijssen seconded the motion. Voting Aye: Mr. Lauwerijssen, Ms. Alonso, Mr. Wayman, Ms. Scheimer, and Mr. Doherty. Voting No: None. Absent: Ms. Voorhees, Ms. Maldonado  
Election of the Vice-Chairperson – Joh Lauwerijssen made a motion to appoint Chuck Wayman as the Vice-Chairperson of the committee. Barbara Scheimer seconded the motion. Voting Aye: Mr. Lauwerijssen, Ms. Alonso, Mr. Wayman, Ms. Scheimer, and Mr. Doherty. Voting No: None. Absent: Ms. Voorhees, Ms. Maldonado
5. Review of the Bylaws – Mrs. Geyer went through the Bylaws with the members. Each of the members had a copy of the bylaws.
6. Determine Terms of the Members – Members drew lots to determine the length of their first term. There are 3 one-year terms and 4 two-year terms. The results were as follows:

2 year Term

Joh Lauwerijssen

Chuck Wayman

Edella Maldonado

Ellen Voorhees

1 year Term

Barbara Scheimer

Mike Doherty

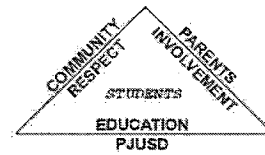
Ariel Alonso

7. Measure B – Allowable Expenditures – Members of the committee were given a copy of Measure B bond language which included a list of projects for which bond funds can be expended as passed by the voters.
8. Current Projects – current projects were described to the committee. Those projects included: removal of the computer labs at Johnson Jr. High School, the constructing of a new multi-purpose room/central kitchen at Pierce High School, building permanent classrooms to replace some portable buildings at

Board of Trustees: Abel Gomez • John Friel • Nadine High • George Green • Amy Charter  
*President Vice-President Clerk Member Member*

# *Pierce Joint Unified School District*

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Carol Geyer, Superintendent

Arbuckle Elementary School, adding additional locker room space and weight room at Pierce High School, and modernization of the current kitchen at Pierce High School into classroom space once new multi-purpose room is built. It was explained that bond funds will be used for these projects with the intent to use state funds as well when the district project qualifies. The state bond funds have not yet been released. The district has or will apply for these funds for the qualifying projects.

9. Committee Timeline – The committee stated they would like to meet quarterly so that they stay up-to-date on projects so that they will be able to answer questions that may be asked of them by the community. Mrs. Geyer will schedule the meetings and send out notices. The members were fine with 8:30 a.m. meetings.
10. The meeting was adjourned at 9:15 a.m. by Chairperson, Mike Doherty

Board of Trustees: Abel Gomez • John Friel • Nadine High • George Green • Amy Charter  
*President Vice-President Clerk Member Member*

### 2017-18 Protected Prayer Certification

ESSA Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

**CDE Program Contact:**

Franco Rozic, Title I Monitoring and Support Office, [frozic@cde.ca.gov](mailto:frozic@cde.ca.gov), 916-319-0269  
 Mindi Yates, Title I Policy and Program Guidance Office, [myates@cde.ca.gov](mailto:myates@cde.ca.gov), 916-319-0789

### Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Carol Geyer
Authorized Representative Title	Superintendent
Authorized Representative Signature Date	06/22/2017
Comment If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

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## 2017-18 Application for Funding

**CDE Program Contact:**

Education Data Office, [ConApp@cde.ca.gov](mailto:ConApp@cde.ca.gov), 916-319-0297

### Local Governing Board Approval

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/22/2017
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### District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Juan Manuel Garcia
DELAC review date	05/04/2017
Meeting minutes web address <small>Please enter the Web address of DELAC review meeting minutes (format <a href="http://SomeWebsiteName.xxx">http://SomeWebsiteName.xxx</a>). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.</small>	
DELAC comment <small>If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)</small>	

### Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

<b>Title I Part A (Basic Grant)</b> ESSA Sec. 1111 et seq. SACS 3010	Yes
<b>Title II Part A (Supporting Effective Instruction)</b> ESEA Sec. 2104 SACS 4035	Yes
<b>Title III Part A Immigrant</b> ESEA Sec. 3102 SACS 4201	No
<b>Title III Part A English Learner</b> ESEA Sec. 3102 SACS 4203	Yes
<b>Title V, Part B Subpart 2 Rural and Low-Income Grant</b>	Yes

**\*\*\*Warning\*\*\***

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## 2017-18 Application for Funding

**CDE Program Contact:**

Education Data Office, [ConApp@cde.ca.gov](mailto:ConApp@cde.ca.gov), 916-319-0297

ESSA Sec. 5221 SACS 4126	
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**2017-18 Title III, Part A English Learner Student Program Subgrant Budget**

The purpose of this report is to provide a proposed budget for 2017-18 English learner (EL) student program subgrant funds only per the Title III, Part A, English Learner Students Program requirements (ESSA, Title III, Part A, Sections 3114, 3115, & 3116).

**CDE Program Contact:**

Patty Stevens, Language Policy and Leadership Office, [pstevens@cde.ca.gov](mailto:pstevens@cde.ca.gov), 916-323-5838  
 Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

**Estimated Entitlement Calculation**

Note: If the estimated entitlement amount does not meet the minimum \$10,000 program eligibility criteria for direct funding status, further action may be required. To receive instructions regarding the consortium application process, please contact Patty Stevens by phone at 916-323-5838 or by e-mail at [pstevens@cde.ca.gov](mailto:pstevens@cde.ca.gov).

Estimated English learner per student allocation	\$93.37
Estimated English learner student count	482
Estimated English learner entitlement amount	\$45,004

**Budget**

Professional development activities	\$0
Program and other authorized activities	\$0
English Proficiency and Academic Achievement	\$44,122
Parent, family, and community engagement	\$0
Direct administration costs (Amount cannot exceed 2% of the estimated entitlement)	\$0
Indirect costs (Amount should be calculated using the LEA's approved indirect cost rate)	\$882
Total allocation budget	\$45,004

**\*\*\*Warning\*\*\***

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**2017-18 Title I, Part A Planned School Allocations**

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA has indicated to which schools it intended to allocate Title I, Part A funds by entering a check in the Fund Flag column.

**CDE Program Contact:**

Jana Zhou, Title I Policy and Program Guidance Office, [jzhou@cde.ca.gov](mailto:jzhou@cde.ca.gov), 916-319-0956  
 Ajindi Yates, Title I Policy and Program Guidance Office, [myates@cde.ca.gov](mailto:myates@cde.ca.gov), 916-319-0789

If an exception to funding is needed, enter an Exception Reason. Use lower case only.

**Allowable Exception Reasons**

- a - Meets 35% Low Income Requirement
- d - Desegregation Waiver on File
- e - Grandfather Provision
- f - Feeder Pattern
- g - Local Funded Charter Opted Out
- h - Local Funded Charter Opt In
- i - Funded with EIA/SCE
- low income measure
- Group Schools by Grade Span
- District-wide Low Income %
- Grade Span 1 Low Income %
- Grade Span 2 Low Income %
- Grade Span 3 Low Income %

FRPM  
 Yes  
 66.01%  
 70.67%  
 65.47%  
 59.69%

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible for Funding	Funding Required	Ranking	Fund Flag	Exception Reason
Grand Island Elementary	6003537	1	55	49	89.09	Y	Y	1	Y	
Arbuckle Elementary	6003511	1	603	416	68.99	Y	N	2	Y	
Lloyd G. Johnson Junior High	6103576	2	362	237	65.47	N	N	1	Y	a

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2017-18 Title I, Part A Planned School Allocations

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA has indicated to which schools it intended to allocate Title I, Part A funds by entering a check in the Fund Flag column.

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible for Funding	Funding Required	Ranking	Fund Flag	Exception Reason
Arbuckle Alternative High (Continuation)	0630087	3	9	8	88.89	Y	Y	1	Y	
Pierce High	0635250	3	445	263	59.10	Y	N	2	Y	

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**2016-17 Title II, Part A Fiscal Year Expenditure Report, 12 Months**

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2016 through June 30, 2017.

**CDE Program Contact:**

Melissa Flemmer, Educator Excellence Office, [mflemmer@cde.ca.gov](mailto:mflemmer@cde.ca.gov), 916-324-5689

2016-17 Title II, Part A entitlement	\$40,404
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**Professional Development Expenditures**

Professional development for teachers	\$40,404
Professional development for administrators	
Subject matter project	
Other professional development expenditures	

**Exams and Test Preparation Expenditures**

Exam fees, reimbursement	
Test preparation training and or materials	
Other exam and test preparation expenditures	

**Recruitment, Training, and Retaining Expenditures**

Recruitment activities	
Hiring incentive and or relocation allotment	
National Board Certification and or stipend	
Verification process for special settings (VPSS)	
University course work	
Other recruitment training and retaining expenditures	

**Miscellaneous Expenditures**

Class size reduction	
Administrative and indirect costs	
Total funds transferred to Title I, Part A	
Other allowable expenditures or encumbrances	
Total expenditures and encumbrances	\$40,404
2016-17 Unspent Funds	\$0
General Comment (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

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## 2016-17 Title III, Part A English Learner YTD Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2016 through June 30, 2017.

**CDE Program Contact:**

Patty Stevens, Language Policy and Leadership Office, [pstevens@cde.ca.gov](mailto:pstevens@cde.ca.gov), 916-323-5838  
 Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

**Required and Authorized English Learners Sub-grantee Activities**

**Required**

Section 3115 (c)(1) To increase the English proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.  
 Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

**Authorized**

- (1) Upgrading program objectives and effective instruction strategies.
- (2) Improving the instruction program for English learners by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures.
- (3) Providing tutorials and academic or vocational education for English learners and intensified instruction.
- (4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services.
- (5) Improving the English language proficiency and academic achievement of English learners.
- (6) Providing community participation programs, family literacy services and parent outreach and training activities to English learners and their families.

2016-17 Title III, Part A English learner entitlement	\$46,125
<b>Object Code - Activity</b>	
1000-1999 Certificated personnel salaries	\$39,749
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$6,376
4000-4999 Books and supplies	\$0
5000-5999 Services and other operating expenditures	\$0
Administrative and indirect costs (Amount cannot exceed 2% of the entitlement.)	\$0
<b>Total year-to-date expenditures</b>	<b>\$46,125</b>
2016-17 Unspent funds	\$0
General comment (Maximum 500 characters)	

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## 2016-17 Title VI, Part B, Subpart 2 RLIS Activity Report

Identify how Title VI, Part B, Subpart 2 RLIS grant funds were used by the LEA.

**CDE Program Contact:**

Susan D.S. Myers, District Innovation and Improvement Office, [sumyers@cde.ca.gov](mailto:sumyers@cde.ca.gov), 916-319-0652

RLIS funds expended	Yes
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**Allowable Activities**

Check all boxes that apply to the LEA's participation in the RLIS program.

Teacher recruitment and retention Including the use of signing bonuses and other financial incentives.	No
Teacher professional development Including programs that train teachers to utilize technology to improve teaching and to train special needs teachers.	Yes
Educational technology Including software and hardware as described in Title II, Part D.	Yes
Parental involvement activities	No
Activities authorized under Title I Part A	Yes
Activities authorized under Title III Language instruction for English learner and immigrant students.	No

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## 2016-17 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in ESEA Section 722. This collection includes 1) monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act and 2) collecting contact information for each required designated LEA's homeless liaison.

### CDE Program Contact:

Leanne Wheeler, Coordinated School Health and Safety Office, [wheeler@cde.ca.gov](mailto:wheeler@cde.ca.gov), 916-319-0383

### Homeless Education Certification

The LEA hereby assures that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths
  - a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless
  - b) Includes a dispute resolution process
  - c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison
3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

### Homeless Liaison Contact Information

Homeless liaison first name	Cathy
Homeless liaison last name	Lopez
Homeless liaison title	Prevention and Intervention Counselor
Homeless liaison e-mail address (format: abc@xyz.zyx)	clopez@pierce.k12.ca.us
Homeless liaison telephone number (format: 999-999-9999)	530-476-2892
Homeless liaison telephone extension	
Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years	Yes
If yes, indicate what level of training was completed. (Check all options that apply.)	
Local	No

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### 2016-17 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in ESEA Section 722. This collection includes 1) monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act and 2) collecting contact information for each required designated LEA's homeless liaison.

**CDE Program Contact:**

Leanne Wheeler, Coordinated School Health and Safety Office, [lwheeler@cde.ca.gov](mailto:lwheeler@cde.ca.gov), 916-319-0383

County	Yes
State	Yes
National	No

**Homeless Education Policy and Requirements**

Does the LEA have a written homeless education policy	Yes
No policy comment	
Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	
Date LEA's board approved the homeless education policy	11/17/2016
Does the LEA meet the above federal requirements	Yes
Compliance comment	
Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	

**Title I, Part A Homeless Expenditures**

2016-17 Title I, Part A Entitlement	\$268,261
2016-17 Title I, Part A direct or indirect services to homeless children reservation	\$50
Amount of 2016-17 Title I, Part A funds expended or encumbered for direct or indirect services to homeless children	\$50
No expenditures or encumbrances comment	
Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)	

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### 2016-17 Title I, Part A School Funded Staff Report

To collect school level data, as required by ESEA, about teachers and instructional paraprofessionals in Title I, Part A programs.

**DE Program Contact:**

Jane Liang, District Innovation and Improvement Office, [jliang@cde.ca.gov](mailto:jliang@cde.ca.gov), 916-319-0259  
 Jacqueline Matranga, District Innovation and Improvement Office, [jmatranga@cde.ca.gov](mailto:jmatranga@cde.ca.gov), 916-445-4905

School Name	School Code	Public	New Title I, Part A Funded Teachers Hired Count	Non-ESEA Qualified Hired Count	Title I, Part A Funded Teachers Count (0.00)	Title I, Part A Funded FTE Paraprofessionals Count (0.00)	ESEA Qualified FTE Paraprofessionals Count (0.00)	ESEA Qualified FTE Paraprofessionals %	Title I, Part A Funded Administrators Count (0.00)	Title I, Part A Funded Support Staff Count (0.00)	Other Title I, Part A Funded Staff Count (0.00)
Arbuckle Elementary	6003511	Y				0	0				1.41
Grand Island Elementary	6003537	Y				0	0				0.65
Lloyd G. Johnson Junior High	6103576	Y				0	0				0.63

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**2016-17 Title I, Part A School Program Improvement Activities**

Per ESEA Section 1116, LEAs must report school level Program Improvement (PI) activities related to Title I, Part A. This includes, but is not limited to, student participation and PI compliance activities based on the number of years a school is in PI status.

**CDE Program Contact:**

Jacqueline Matranga, District Innovation and Improvement Office, [jmatranga@cde.ca.gov](mailto:jmatranga@cde.ca.gov), 916-445-4905  
 Mindi Yates, Title I Policy and Program Guidance Office, [myates@cde.ca.gov](mailto:myates@cde.ca.gov), 916-319-0789

**Lloyd G. Johnson Junior High (06 61614 6103576)**

PI Year	3
<b>For PI schools in Year 3, the LEA implemented at least one of the following (check all that apply)</b>	
Replaced school staff relevant to the failure to make adequate yearly progress (AYP)	N
Implemented a new curriculum, including appropriate professional development	Y
Decreased management authority	N
Appointed an outside expert to advise the school on making AYP based on its school plan	N
Extended school year or day	N
Restructured the internal organizational structure	N
Provide a description of internal organizational restructure activities	

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**2016-17 Title I, Part A School Program Improvement Activities**

Per ESEA Section 1116, LEAs must report school level Program Improvement (PI) activities related to Title I, Part A. This includes, but is not limited to, student participation and PI compliance activities based on the number of years a school is in PI status.

**CDE Program Contact:**

Jacqueline Matranga, District Innovation and Improvement Office, [jmatranga@cde.ca.gov](mailto:jmatranga@cde.ca.gov), 916-445-4905  
 Mindi Yates, Title I Policy and Program Guidance Office, [myates@cde.ca.gov](mailto:myates@cde.ca.gov), 916-319-0789

**Arbuckle Elementary (06 61614 6003511)**

PI Year	5
<b>For PI schools in Year 5, the LEA implemented at least one of the following alternative governance approaches (check all that apply)</b>	
Reopened the school as a charter	N
Replaced all or most of the staff	N
Contracted with an outside entity to operate the school	N
Major restructuring activities instituted	Y
Provide a description of major restructuring activities instituted	An Alternative Governance Committee was established at Arbuckle Elementary in 2012/13.

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## 2016-17 Title II, Part A School Class Size Reduction Report

The ESEA Act of 2001, Title II, Part A, Section 2123(a)(2)(B) allows LEAs to use ESEA Title II, Part A funds to recruit and hire teachers that meet applicable state certification and licensure requirements to reduce class size.

**CDE Program Contact:**

Melissa Flemmer, Educator Excellence Office, [mflimmer@cde.ca.gov](mailto:mflimmer@cde.ca.gov), 916-324-5689

School Name	School Code	Total Class Size Reduction Teacher Count	ESEA Title II Part A Funded Class Size Reduction Teacher Count	ESEA Teacher Count
Arbuckle Alternative High (Continuation)	0630087	0	0	0
Arbuckle Elementary	6003511	17	0	0
Grand Island Elementary	6003537	0	0	0
Lloyd G. Johnson Junior High	6103576	0	0	0
Pierce High	0635250	0	0	0

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**2015-16 Title II, Part A Fiscal Year Expenditure Report, 24 Months**

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2015 through June 30, 2017.

**CDE Program Contact:**

Melissa Flemmer, Educator Excellence Office, [mflemmer@cde.ca.gov](mailto:mflemmer@cde.ca.gov), 916-324-5689

2015-16 Title II, Part A entitlement	\$41,496
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**Professional Development Expenditures**

Professional development for teachers	\$41,496
Professional development for administrators	
Subject matter project	
Other professional development expenditures	

**Exams and Test Preparation Expenditures**

Exam fees, reimbursement	
Test preparation training and or materials	
Other exam and test preparation expenditures	

**Recruitment, Training, and Retaining Expenditures**

Recruitment activities	
Hiring incentive and or relocation allotment	
National Board Certification and or stipend	
Verification process for special settings (VPSS)	
University course work	
Other recruitment training and retaining expenditures	

**Miscellaneous Expenditures**

Class size reduction	
Administrative and indirect costs	
Total funds transferred to Title I, Part A	
Other allowable expenditures or encumbrances	
Total expenditures and encumbrances	\$41,496
General Comment (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

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**2015-16 Title III, Part A LEP YTD Expenditure Report, 24 Months**

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2015 through June 30, 2017.

**CDE Program Contact:**

Patty Stevens, Language Policy and Leadership Office, [pstevens@cde.ca.gov](mailto:pstevens@cde.ca.gov), 916-323-5838  
 Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

**Required and Authorized LEP Sub-grantee Activities**

**Required**

Section 3115 (c)(1) To increase the English Proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.

Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

**Authorized**

- (1) Upgrading program objectives and effective instruction strategies.
- (2) Improving the instruction program for limited English proficient children by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures.
- (3) Providing tutorials and academic or vocational education for limited English proficient children and intensified instruction.
- (4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services.
- (5) Improving the English proficiency and academic achievement of limited English proficient children.
- (6) Providing community participation programs, family literacy services and parent outreach and training activities to limited English proficient children and their families.

2015-16 Title III, Part A LEP entitlement	\$46,358
<b>Object Code - Activity</b>	
1000-1999 Certificated personnel salaries	\$20,836
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$4,561
4000-4999 Books and supplies	\$8,109
5000-5999 Services and other operating expenditures	\$11,943
Administrative and indirect costs	\$909
<b>Total year-to-date expenditures</b>	<b>\$46,358</b>
2015-16 Unspent funds	\$0
General comment (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**AMENDMENT TO  
EMPLOYMENT CONTRACT BETWEEN  
CAROL GEYER  
and the  
BOARD OF TRUSTEES OF THE  
PIERCE JOINT UNIFIED SCHOOL DISTRICT  
OF COLUSA COUNTY, CALIFORNIA**

This amendment alters the existing Employment Contract ("Contract") between Board of Trustees of the Pierce Joint Unified School District, hereafter referred to as ("Board" or "District"), and Carol Geyer, hereinafter referred to as ("Superintendent"), previously ratified by the Board on March 9, 2017.

**WHEREAS**, the Contract's term expires on June 30, 2019, subject to a one year extension if the CEO's written evaluation is deemed as "progressing acceptably."

**WHEREAS**, on May 18<sup>th</sup>, 2017, the Board determined the Superintendent's written evaluation to be "progressing acceptably" for the 2016/17 school year.

**NOW, THEREFORE**, the Board and Superintendent hereby agree as follows:

1. Section I. TERM. Pursuant to Section IX., subsection A., the Board may extend the term of the Contract by one (1) year because the Board determined that the Superintendent is "progressing acceptably" in her evaluation for the 2016-17 school year. Accordingly, Section I of the Contract is hereby amended to extend the term of the Agreement through and including June 30, 2020.
2. Effective Date. This Amendment shall be effective as of June 26, 2017.
3. No Other Modification. Except as amended hereby, all other terms contained in the Contract, and any amendments, extensions or addendums thereto, shall remain the same and in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment to the Superintendent's Employment Contract as of the day and year set forth above.

**For the Board of Trustees OF THE PIERCE JOINT UNIFIED SCHOOL DISTRICT**

By: _____ Abel Gomez, Board President	Date: _____
By: _____ John Friel, Board Vice President	Date: _____
By: _____ Nadine High, Board Clerk	Date: _____
By: _____ George Green, Board Member	Date: _____
By: _____ Amy Charter, Board Member	Date: _____
By: _____ Carol Geyer	Date: _____

**ARCHITECTURAL SERVICES AGREEMENT**

**BETWEEN**

**PIERCE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT")**

**AND**

**EAGLE ARCHITECTS**

**FOR**

**PERFORMANCE OF ARCHITECTURAL SERVICES**

**of the**

**ALTERATIONS TO 2 CLASSROOM BUILDINGS, 1 ADMINISTRATION BUILDING  
AT LLOYD JOHNSON JUNIOR HIGH SCHOOL  
PTN#61614-20**

## **ARCHITECTURAL SERVICES AGREEMENT**

This Agreement is made and entered into this \_\_\_\_th day of \_\_\_\_\_, in the year 201\_, between the Pierce Joint Unified School District ("District"), and Eagle Architects ("Architect"), collectively referred to herein as "Parties." This Agreement shall include all terms and conditions set forth herein.

**WHEREAS**, District intends to construct Alterations to 2-Classrooms, 1-Administaion building at Lloyd Johnson Junior High School; and

**WHEREAS**, the Architect is fully licensed to provide architectural services in conformity with the laws of the State of California.

**NOW, THEREFORE**, the Parties hereto agree as follows:

### **ARTICLE I ARCHITECT'S SERVICES AND RESPONSIBILITIES**

- A.** This Agreement shall contain the general duties and responsibilities of the Parties.
- B.** The Architect's basic services shall consist of those services performed by the Architect, Architect's employees, and Architect's consultants, as enumerated in Articles II and III of this Agreement.
- C.** The Architect's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the Work. Architect represents that it and its employees, agents, and subcontractors will follow the standards of their profession in performing all services under this Agreement. The schedule may be adjusted as the Project proceeds by mutual written agreement of the parties and shall include allowances for time required for District's review and for approval by authorities having jurisdiction over the Project. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the Architect. The Project Schedule is set forth in Exhibit "C".
- D.** The Architect shall prepare construction documents. The construction documents shall be submitted to the Division of the State Architect ("DSA") for review and approval.
- E.** Architect represents that Architect is licensed to provide architectural services in the State of California and is specially qualified to provide the services required by the District and as specified in this agreement, specifically the design and construction oversight of public school projects.

### **ARTICLE II SCOPE OF ARCHITECT'S SERVICES**

- A. Description of Basic Services.** The Architect's basic services include those services, as needed and described in this Article, and include structural, mechanical, electrical engineering, (including low voltage), and such other services as necessary to produce a complete and accurate set of Construction Documents defined as including, but not limited to, the following: review of the agreement between District and Contractor awarded the Project

("Contractor"), review of the general and supplementary conditions of the Contract between District and Contractor, and preparation of drawings, specifications, addenda, and other documents listed in the Agreement, and modifications issued after execution of the District and Contractor Contract. A more detailed description of the Project is attached hereto as Exhibit "A".

**B. Required Approvals.** The Architect shall assist the District in obtaining required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, as well as the Office of Public School Construction ("OPSC") and DSA.

**C. Utility Review.** The Architect, based on available documents from the District and/or public agencies, shall be responsible for determining the capacity of existing utilities, or for any design or documentation required to make points of connection to existing utility services required for the Project. If, in the Architect's professional opinion, there are questions or concerns regarding the reliability or accuracy of the available documents, the Architect shall notify the District in writing..

**D. Coordination Meetings.** The Architect shall attend regular Project coordination meetings between the Architect, its consultants, the District's representative(s), and other consultants of the District during Project development.

**E. Drawing Revisions.** The Architect shall make revisions in Drawings, Specifications, the Project Manual or other documents when such revisions are inconsistent with approvals or instructions previously given by District, including revisions made necessary by adjustments in the District's program or Project Budget.

**F. Programmatic Changes.** The Architect shall provide services required due to programmatic changes in the Project, including but not limited to size, quality, complexity, method of bidding, or negotiating the Contract for construction.

**G. Cost Estimates.** The Architect shall prepare detailed estimates of construction cost for review and comment by the District.

**H. Quantity Surveys.** The Architect shall prepare quantity surveys, which provide inventories of material, equipment, or labor, for review and comment by the District.

**I. Operating Costs.** The Architect shall provide analyses of District ownership and anticipated operating costs for the Project.

**J. Material Quality.** To the extent the Architect is not familiar with suppliers, fabricators or manufacturers specified in the Construction Documents, the Architect shall, in its professional discretion, visit suppliers, fabricators, and manufacturers' facilities such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the Project to ensure that they meet the design intent and specifications.

**K. Material Consistency.** The Architect shall cooperate and consult with District in the use and selection of manufactured items on the Project, including but not limited to paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to District's criteria to the extent

such criteria do not interfere with Project design and are in compliance with the requirements of Public Contract Code section 3400.

**L. No Asbestos.** The Architect shall certify to the best of its information pursuant to title 40, Code of Federal Regulations section 763.99(a)(7), that no asbestos-containing material was specified as a building material in any construction document for the Project and will require that Contractors provide District with certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBMs"). Architect shall include statements in specifications that materials containing asbestos are not to be included. This certification shall be part of the final Project submittal.

**M. Maintenance Costs.** The Architect shall consider operating or maintenance costs when selecting systems for the District.

**N. Public Presentations.** The Architect shall prepare for and make formal presentations to the Governing Board of District and attend public hearings, and other public meetings at the direction of District. In addition, Architect shall attend and assist in legal proceedings that arise from errors or omissions of the Architect.

**O. Written Modifications.** The duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement between the District and Architect.

**P. Legal Compliance.** The Architect shall comply with all federal, state and local laws, rules, regulations, and ordinances that are applicable to the Project.

**Q. Access to Work.** The Architect shall have access to the Work at all times.

**R. Scope of Services.** The Architect's Basic Services include all services needed for the scope of work, including structural, mechanical and electrical engineering (including low voltage), waterproofing and such other services as necessary for design of the Work.

**S.** The Architect's responsibility to provide Basic Services terminates at the earlier of the issuance to District of the final Project Contractor's Certificate for Payment or sixty (60) days after the date of Substantial Completion of the Work.



**ARTICLE III  
DESIGN AND ADMINISTRATIVE PHASES**

**A. Construction Documents Phase.**

1. CAD Drawings. The Architect shall prepare and provide to the District, from the Design Development Documents approved by District, Construction Documents consisting of drawings (in most recent AutoCAD or REVIT format), and specifications setting forth, in detail, the requirements for the construction of the entire Project in conformity with all applicable governmental and code requirements and requirements of all governmental agencies having jurisdiction over the Project including OPSC and DSA. This requirement shall be excused when the particular Project includes modernization or re-use of existing designs, and when portions of the documents may not be computer generated. In such case, that portion of the Project employing existing drawings need not be reduced to CAD. The Construction Documents shall show all the Work to be done, the materials, workmanship, and finishes required for the Project. The Construction Documents shall be stamped and signed by licensed professionals for the Architect and relevant engineers contracted by the Architect.

2. Design Elements to Prevent Water Intrusion. The Parties to this Agreement recognize that the failure of trade contractors to properly seal buildings against water intrusion is a significant and growing problem in public construction. Notwithstanding the Contractor's responsibility, the Architect shall include specific details in the Construction Documents regarding window, door, roof and any other elements of construction to protect the Project from water intrusion, and shall further fully illustrate and describe all aspects of such construction to include all design components that prevent water intrusion into the completed structure.

3. Fees. The District shall pay all fees required by such governmental authority as mentioned in Article II, Section C, subsection 1, above. Architect shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to District so payments may be prepared. Architect shall not charge a mark-up on costs associated with governmental agency fees when the Architect pays such fees for the District.

4. Construction Documents Submittals. Upon 90% completion of the Construction Documents Phase, the Architect shall provide updated Construction Documents for District's review and an updated Construction Cost estimate for review. The Architect shall also supply the District updated copies of the construction documents when they are 100% complete. The Architect shall also supply the District copies of all documents submitted to DSA.

5. Ownership of Documents.

a. Although the official copyright in all Project Documents shall remain with the Architect or other applicable Consultants, the plans, specifications, and estimates for the Project shall be and remain the property of District, pursuant to section 17316 of the Education Code.

b. In the event the District completes, modifies, or uses the plans, specifications, studies, drawings, estimates, other documents, or any other works of authorship prepared by the Architect following conclusion of this Project or at such other time or circumstance where the Architect is not directly supervising the completion, modification, utilization, and/or application of the aforementioned documents and/or Work, the District acknowledges that such use shall be at the District's sole risk and without liability to the Architect, its employees, and its consultants. Prior to re-use of the Architect's documents, the District agrees to notify the Architect in writing of such re-use.

6. Re-Use of Documents.

a. In the event District ever desires, and it is mutually considered feasible, to erect all or part of another project which would be essentially identical to the Project which is the subject of this Agreement, the Architect agrees to:

(i) Re-use as a separate project its design and the corresponding Contract documents;

(ii) Prepare with appropriate compensation such modifications as may be dictated by current codes, topography, soils conditions, utility services, existing construction, and similar conditions;

(iii) Perform with appropriate compensation as far as applicable all of the services provided by this Agreement;

(iv) In the event the District re-uses drawings, the Architect's fees will take into account that no royalty will be paid for the re-used documents.

b. After completion of this Project, Architect shall not permit any reproductions to be made of any District owned documents without the prior written approval of the District and shall refer all requests for such documents by other persons to the District.

7. Project Cost Estimates. The District shall establish an estimated Project Construction Cost. The Architect shall prepare the Construction Cost for review and comment by the District. The Construction Cost shall be periodically updated by the Architect, as stated in the preceding sections.

a. "Project Construction Cost" shall mean the estimate of construction costs to the District as designed or specified by the Architect and accepted by the District until such time as bids have been received, whereupon it shall be the accepted Construction Contract amount including alternates designed when accepted, increased by the dollar amounts of all approved additive Contract change order items. The Architect shall perform Design Development Services to keep the Project within all budget and scope constraints set by District, unless otherwise modified by written authorization by District.

b. When labor or material is furnished by District below its market cost, the construction cost shall be based upon current market cost of labor and new material for the purpose of the Architect's fee calculation.

8. Maintenance Costs. The Architect shall consider operating or maintenance costs when selecting systems for District. The Architect shall utilize grants and outside funding services and shall work with District to utilize and consider funding from grants and alternative funding services.

9. Modification to Building Design Plans. Following DSA approval of Project documents, Architect shall modify building designs to incorporate DSA-required revisions.

**B. Bidding and Award Phase.**

1. Assistance in Bid Process. The Architect shall assist the District, as needed, in the preparation of the necessary bidding information, bidding forms, proposal requests, the Conditions of the Contracts, and the forms of agreement between District and the Contractors. Architect, in accordance with Article III, Section C, Subsection 1, above, shall provide the Project plans and specifications as part of the bid process. The Architect shall have the primary role in the preparation of the Project plans and technical specifications. The Architect shall assist the District, as needed, in issuing bidding documents or requests for proposals to bidders, conducting pre-bid conferences with prospective bidders, and responding to pre-bid questions. The Architect shall assist the District in obtaining bids and awarding the Contract for the Construction of the Project. The Architect shall respond to questions from bidders and shall issue addenda where necessary.

2. Assistance in Filing Required Documents. The Architect shall prepare and file all Construction Documents required to obtain the approvals of all governmental agencies having jurisdiction over the Project, including OPSC, DSA, California Department of Education, County Health Department, the local fire marshal, and others which have jurisdiction over the Project. District shall pay all fees required by such governmental authority. Architect shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to District so that payments may be prepaid.

3. Deposit of Documents. The Architect shall deposit a reproducible set of Construction Documents and specifications at a reprographics company specified by District for the bid and for printing of additional sets of plans and specifications during the Project. In addition, Architect shall provide District with an AutoCAD and pdf diskette file of the plans and specifications.

4. Re-Use and Engineers. Architect shall submit the name of the proposed Project engineers for District approval. In case District chooses to re-use construction documents prepared for another project, this re-use choice includes pre-approval of those consultants involved in preparation of those construction documents. Architect shall ensure that each architect and engineer places his or her name, seal, and signature on all drawings and specifications prepared by said architect or engineer.

5. Bids Exceeding Costs. If the estimate for the cost of construction is exceeded by the lowest bona fide bid or proposal by more than ten percent (10%), District may require the Architect, without additional compensation, to modify the documents for which the Architect is responsible under this Agreement as necessary to bring new bids or proposals within ten percent (10%) of such estimate. Alternatively, District may require the Architect to perform

one or more of the following tasks at no additional cost to District: (1) Prepare, at no additional cost, deductive change packages which bring the Project within ten percent (10%) of the estimate; or (2) cooperate in revising the Project scope and quality as required to reduce the construction costs to within ten percent (10%) of the estimate.

**C. Construction Phase—Administration of The Construction Contract.**

1. Quality Control Coordination. Prior to commencement of Work on the Project, representatives from the Architect, the Inspector of Record, and the District shall meet to discuss and agree to a written plan for monitoring quality control of construction on the Project. The Plan shall discuss the quality control and monitoring duties of each member of the Project team and the methods to be used by each member to ensure quality control of the construction on the Project. The same Project team member representatives shall meet periodically, no less than once a month, throughout the duration of the Project to specifically discuss quality control issues and monitoring activities. Architect shall provide written documentation of the meetings to the District within thirty (30) days of such meetings.

2. Administration of Contract. The Architect shall provide administration of the Contract for construction as set forth below and in conformance with General Conditions of the Contract for Construction. It is understood that any document outlining General Conditions and Supplementary Conditions of the Contract for Construction supplied by parties other than the Architect will be reviewed with the Architect within a reasonable period of time, but no later than submission of construction documents to agencies having jurisdiction over the Project.

3. Modification of Duties. Duties, responsibilities, and limitations of authority of the Architect shall not be restricted, modified, or extended without written agreement of District and Architect with consent of the Contractors, which consent shall not be unreasonably withheld.

4. Technical Assistance to Project Inspector. The Architect shall provide technical direction to a Project Inspector employed by and responsible to District as required by applicable law. The Architect shall advise the Inspector and/or Contractor in the preparation of a marked set of prints to be prepared by the Contractor, indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded to District upon completion of the Project.

5. Site Visits. The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by District and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. In no event shall the site visits be less than once a week unless agreed to by the District. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

6. Work Quality. On the basis of on-site observations as an architect, the Architect shall keep District informed in writing of the progress and quality of the Work and shall endeavor to guard the District against defects and deficiencies in the Work, including Work on the punchlist. The Architect will issue deficient Work notices where appropriate. (More

extensive site representation may be agreed to as an Additional Service, as described in Article IV.)

7. Not Responsible for Means of Construction.

a. The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are the Contractors' responsibility under the Contracts for Construction. The Architect shall not be responsible for the Contractors' schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractors, subcontractors, or their agents or employees, or of any other persons performing services or portions of the Work.

b. The Architect, as part of its basic services, shall advise the District in writing and through photographs, if possible, of any deficiencies in construction as they are observed and following the acceptance of the Work and prior to the expiration of the guarantee period of the Project.

8. Access to Work. The Architect shall at all times have access to the Work wherever it is in preparation or progress.

9. Coordination Meetings. The Architect shall attend regular Project coordination meetings between the Architect, its consultants, any District's representative(s), and other consultants of District.

10. Review and Certification of Applications for Payment.

a. Based on the Architect's observations and evaluations of each Contractor's Application for Payment, the Architect shall review and certify the amounts due the respective Contractors. The Architect's certification for payment shall constitute a representation to District, based on the Architect's observations at the site, and on the data comprising the Contractors' Applications for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents.

b. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon substantial completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has: (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from subcontractors and materials suppliers and other data requested by the owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract sum.

11. Rejection of Work. The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority, upon written authorization from District, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed, or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

12. Submittals. The Architect shall review and approve or take other appropriate action upon Contractor's submittals, such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Contractor's Work or in construction by District's own forces, while allowing sufficient time in the Architect's professional judgment to permit adequate review, but in no case, no longer than seven (7) business days. Review of such submittals is not conducted for the purpose of on-site safety or for construction means, methods, techniques, sequences, or procedures, nor will Architect check for proper numbers or dimensions of the submittal. When professional certification of performance characteristics of materials or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems, or equipment is required by the Contract Documents. Further, review of such submittals is not conducted for substantiating instructions for installation or performance of equipment or systems designed by the Contractor. The Architect shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Contract Documents.

13. Change Orders and Record Drawings.

a. *Change Orders.* The District shall provide an initial review of all proposed change orders and provide its recommendation to the Architect. The Architect shall prepare and sign or take other appropriate action on Change Orders, Change Order Requests, and Construction Change Directives prepared for District's approval and execution in accordance with the Contract Documents. When the parties have agreed to the Change Order, the District and Architect shall sign said Change Order.

b. *Record Drawings.* Architect shall cause the Contractor to prepare a set of reproducible record drawings showing significant changes in the Work made during construction, based on marked-up prints, drawings, and other data. If the Contractor fails to maintain current record or as-built documents during construction, the Architect shall notify the District in writing and recommend withholding of contract payments owed to the Contractor until all record or as-built documents have been fully updated. The cost of revising the drawings or specifications, or for the act of preparing change orders resulting from errors or omissions in the drawings shall not be charged to District.

14. Review of Record Documents. Architect shall, at Architect's expense, review the Contractor's record drawings showing significant changes in the Work made during construction.

15. Request for Information Processing. The Architect shall review and respond to all Requests for Information ("RFI") in a timely manner, including the preparation of drawings or revisions to drawings as necessary to respond to said requests. The Architect shall work to provide an expedited review of RFIs, with the goal of providing responses within five business (5) days of submission, but in no instances shall such response be furnished more than fifteen (15) calendar days from submission without good cause. The Architect shall maintain an RFI log, which shall identify the RFI by number, the date the request was received, and the date the response was given.

16. Claim Review. The Architect shall evaluate and render written recommendations, within a reasonable time on all claims, disputes, or other matters at issue between the District and Contractor relating to the execution or progress of the Work as provided in the Construction Contract. Any claim involving more than twenty (20) hours of Architect's services where such claim does not arise out of the Architect's error and omissions, shall be considered an additional service pursuant to Article IV. Under no circumstances shall this evaluation take longer than twenty (20) calendar days from the date the claim is received by Architect.

17. Punchlist. Architect shall prepare the punchlist and, consistent with Article III, Section E, Subsection 5, above, concerning site visits, determine that the punchlist Work performed is in accordance with the Contract requirements. The Architect will further review the punchlist for completion.

18. Review of Substitutions. The Architect shall evaluate substitutions proposed by the Contractor, with the goal of providing responses to substitution requests within seven (7) business days of their submission, but in no instances shall such response be furnished more than fifteen (15) calendar days from submission without good cause.

19. Substantial Completion and Final Certificate of Payment. The Architect shall observe the Project site to determine the date or dates of Substantial Completion and the date of final completion. The Architect shall receive and forward to the District warranties and similar submittals provided by the Contractor required by the Contract Documents. The Architect shall review the Contractor's final Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

20. Testing of Equipment. The Architect shall require the Contractor to provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

21. Interpreting the Agreement. The Architect shall interpret and decide matters concerning performance of District and Contractor under the requirements of the Contract Documents on written request of either District or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

22. Requirements for Interpretation and Decisions. Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both District and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

23. Decisions on Aesthetic Effect. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

24. Decisions in Writing. The Architect shall render written decisions within a reasonable time on all claims, disputes, or other matters in question between the District and Contractors relating to the execution or progress of the Work as provided in the Contract Documents.

25. Project Closeout. The Architect shall be responsible for gathering information and assisting District in processing forms required by applicable governing authorities, such as OPSC and DSA, in a timely manner and to confirm proper Project closeout.

26. Delivery of Final Documents. Upon completion of the Project, Architect shall deliver to the District one (1) set of the Contractor's reproducible drawings, showing the Project record upon issuance of the Architect's certificate of completion, with the location of underground sewer water and all utility connections and services specially noted.

#### **ARTICLE IV ADDITIONAL ARCHITECT'S SERVICES**

**A. Duty to Notify District of Additional Services.** Architect shall notify District in writing of the need for additional services required due to circumstances beyond the control of the Architect. Architect shall obtain written authorization from District before rendering such services. Compensation for such services shall be negotiated and subject to District Board approval. Additional services shall be compensated at an hourly rate as set forth in Exhibit "B". Such services shall include:

1. Making material revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revision of laws, rules, or regulations subsequent to the preparation and completion of such documents.

2. Providing consultation concerning replacement of Work damaged by fire and furnishing services required in connection with the replacement of such Work.

3. Providing services made necessary by the default of the Contractor, which does not arise directly from negligent, errors, or omissions of Architect or by major defect or deficiencies in the Work of the Contractor or by significant failure of performance by the Contractor.

4. Providing Contract administration services after the Construction Contract time has been materially exceeded through no fault of the Architect.



5. In the event the District elects to re-use designs, plans, specifications, estimates, or other documents, the services in connection with making significant revisions or changes to aforementioned materials to suit District.

6. Preparing drawings and specifications associated with bid alternates, where the bid alternates are of an unusual number or amount, given the size of the Project.

7. Providing services relative to future facilities, systems, and equipment.

8. Providing services required for or in connection with the selection, procurement, or installation of furniture, furnishings, and related equipment not included in the Construction Contract.

9. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

**B. Provision of Project Representatives, Etc.** If authorized in writing by District, Architect shall, as an additional service, provide one or more Project Representatives to assist in carrying out more extensive representation at the site than is described in Articles II and III. The Project Representative(s) shall be selected, employed, and directed by the Architect, and the Architect shall be compensated, therefore, as agreed in writing by the District and Architect. Through the observations of such Project Representative(s), the Architect shall endeavor to provide further protection for the District against defects and deficiencies in the Work, but the furnishing of such Project representation shall not modify the rights, responsibilities, or obligations of the Architect as described elsewhere in this Agreement. Such services shall be negotiated and approved in writing by the District including compensation.

## **ARTICLE V DISTRICT'S RESPONSIBILITIES**

**A.** District shall provide to the Architect information regarding requirements for the Project, including information regarding District's site, program, objectives, constraints, criteria, educational program, realistic budgets and schedules.

**B.** District shall notify the Architect of administrative procedures required and shall name a representative authorized to act on its behalf. District shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Project.

**C. Inspection Services.** District shall furnish all inspection services.

**D. Legal Advice.** District shall furnish all legal advice and services required for the Project, save for those representing the Architect.

**E. Notices of Defects.** District shall give prompt written notice to the Architect if District becomes aware of any fault or defect in the Project or non-conformance with the Construction Documents. However, District's failure or omission to do so shall not relieve the Architect of Architect's responsibilities under Title 21 and Title 24 of California Code of Regulations and the Field Act, hereunder. District shall have no duty to observe, inspect, or investigate the Project.

**F. Surveys.** The District shall furnish surveys, when needed, describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements, and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information, as available, concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the surveys shall be referenced to a Project benchmark.

**G. Geo-Technical Reports.** The District shall furnish the services of geo-technical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

**H. Hazardous Materials.** The District shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law of the Contract Documents.

**I. Auditing Services.** The District shall furnish any auditing services the owner may require to verify the Contractor's application for payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the District.

**J. Accuracy of Reports.** The services, information, surveys, and reports required by Article V, Sections F through I, above, shall be furnished at the District's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

**K. Approve Budget.** The District shall approve a current, overall budget for the Project, including the construction costs for the Project.

## **ARTICLE VI TERMINATION**

**A. A Written Notice of Termination.** This Agreement may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a material failure of performance by such other party, including insolvency of Architect, or if the District should decide to abandon or indefinitely postpone the Project.

**B. Abandonment of Work by District.**

1. In the event of a termination based upon abandonment or postponement by District, District shall pay to the Architect for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records and expense reports up until the date of the abandonment or postponement plus any sums due the Architect for Board approved additional services. In ascertaining the services actually rendered

hereunder up to the date of termination of this Agreement, consideration shall be given to both completed Work and Work in process of completion and to complete and incomplete drawings and other documents whether delivered to District or in the possession of the Architect. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs shall be deducted from payments to the Architect.

2. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VI, Section C, below, and Architect shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Architect.

**C. Terminate Without Cause.** This Agreement may be terminated without cause by District upon fourteen (14) days written notice to the Architect. In the event of a termination without cause, District shall pay to the Architect for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the Architect for Board approved additional services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed Work and Work in process of completion and to complete and incomplete drawings and other documents whether delivered to District or in the possession of the Architect. In addition, Architect will be reimbursed for reasonable termination costs through the payment of three percent (3%) beyond the sum due the Architect. This three percent (3%) payment is agreed to compensate the Architect for the unpaid profit Architect would have made under the Project on the date of termination and is consideration for entry into this termination for convenience clause.

**D. Work During Dispute.** In the event of a dispute between the Parties as to performance of the Work or the interpretation of this Agreement, or payment or non-payment for Work performed or not performed, the Parties shall attempt to resolve the dispute and as to payment, shall make every reasonable effort to resolve the dispute expeditiously. In the event of disputes regarding the level of completion or reimbursable expenses invoiced, the District agrees to return the invoices with a clear description of the dispute within ten (10) business days from the date when invoice(s) are received. Unresolved payment disputes shall be subject to mediation, and the mediation shall be held no later than sixty (60) calendar days after receipt of the notice of a dispute, unless both parties agree otherwise. Pending resolution of this dispute, Architect agrees to continue the Work diligently to completion and the District agrees to make progress payments in accordance with this Agreement, except that the District may withhold only those funds that are in dispute. The District and Architect agree that any withholding by the District in excess of ten percent (10%) of the total Architect Fee shall be considered material for purposes of providing professional architectural services and continuing work on the Project. If the withholding by the District is material as set forth herein, then the PARTIES shall submit the dispute to mediation for resolution as set forth herein. If the dispute involving a material withholding is not resolved within fifteen (15) business days after the completion of mediation, the Architect may discontinue work on the Project. If any other dispute not involving a material withholding is not resolved, Architect agrees it will neither rescind the Agreement nor stop the

progress of the Work, but Architect's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before. If the District withholds undisputed amounts in excess of forty-five (45) calendar days from the receipt of a written demand for payment from the Architect, then the Architect shall be entitled to interest, not to exceed one percent (1%), on such outstanding balances.

## **ARTICLE VII MEDIATION**

**A.** District and Architect shall endeavor to resolve claims, disputes, and other matters in question between them by mediation before a third party mediator mutually agreed upon by the Parties. The request for mediation may be made concurrently with the filing of a court action, but in such event, mediation shall proceed in advance of any legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) calendar days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order.

**B.** The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

## **ARTICLE VIII COURT ACTION**

**A.** Any dispute between the Parties under this Agreement shall be submitted for judicial resolution in the Colusa County Superior Court.

**B.** Prior to initiating judicial action against the District, Architect must comply with Government Code section 900 et seq.

## **ARTICLE IX ACCOUNTING RECORDS OF THE ARCHITECT**

Records of the Architect's direct personnel and reimbursable expense pertaining to the extra services of this Project and records of accounts between District and Contractor shall be kept on a generally recognized accounting basis and shall be available to District or its authorized representative at mutually convenient times.

## **ARTICLE X COMPENSATION TO THE ARCHITECT**

As compensation for Architect's services, District shall pay the Architect as follows:

**A. Basic Services.** For all "Basic Services," as set forth in Articles II and III, above, and as specified in Exhibit A, attached hereto and incorporated by reference, compensation in the

amount specifically set forth in Exhibit B, Compensation and Schedule of Hourly Billing Rates, attached hereto and incorporated by reference.

**B. Additional Services.** For all "Additional Services," which are defined to mean authorized services in addition to the Basic Services, discussed more fully in Article IV, above, compensation shall be agreed upon by the parties in writing prior to performance of such services by Architect, and may be a flat fee, or hourly based on Architect's standard hourly rates, as set forth in Exhibit B, with necessary consultants at 1.10 times cost. Only the District Representative, or authorized designee may authorize Additional Services or changes to duly authorized services, subject to Board approval or ratification. Architect understands that all other District employees are without authorization to order Additional Services, changes to authorized services, or to waive contractual requirements of this Agreement. Failure of the Architect to secure proper authorization for Additional Services, changes to authorized services, or to waiver to contractual requirements, shall constitute a waiver of any and all right to adjustment in the compensation for Basic Services or waiver of contractual requirements, and Architect shall not be entitled to compensation for any such unauthorized services.

**C. Reimbursable Expenses.** "Reimbursable Expenses" include expenses incurred by Architect and Architect's employees and consultants in the interest of the Project, as identified in the following clauses. Payment of Reimbursable Expenses in excess of the total estimated reimbursable expenses set forth in Exhibit B, is subject to prior written approval by District. Reimbursable expenses shall be itemized and presented monthly by Architect to District for payment upon approval. Reimbursable expenses shall be compensated at 1.10 times the actual cost for the following expenses as marked:

- \_\_\_\_\_ Expenses for authorized travel in connection with the Project, excluding travel within the Arbuckle Area and travel from the Firm location to the District Site or Office, and travel to meet with related consultants unless otherwise agreed and set forth in writing in Exhibit B hereto.
- \_\_\_\_\_ Reasonable expense of interim and final reproductions, plotting, postage and handling of drawings, specifications, and other Project documents including those for use of Architect and its consultants, excluding in-house copy fees.
- \_\_\_\_\_ Actual and necessary agency or permit fees for the Project, if any, paid by Architect on behalf of District.

Other: \_\_\_\_\_

**D. Payments.** District shall pay Architect monthly, in arrears, as follows:

1. Progress Payments. Payments for Basic Services shall be made monthly in proportion to services performed within each phase as reasonably determined by District up to the following amounts (or as otherwise agreed and set forth in writing in Exhibit B):

**\*\*Payment Schedule shall be based on original contract signed 12-13-16  
(See Original Contract in Attachment "E")**

2. Additional Services. Payments for Additional Services shall be made monthly, proportionate to the degree of completion, or as the parties specify in writing when the services are authorized.

3. Monthly Invoice and Payment. Architect shall submit a monthly invoice that indicates the services performed during the past billing period, method of computation, and amount payable. Architect shall be paid monthly in the usual course of District business after the invoice has been approved by District's authorized representative. Architect shall be paid for all undisputed amounts within thirty (30) days from receipt of approved invoice.

4. Payment Upon Termination. If District terminates this Agreement at any time as provided herein, Architect shall, upon notice of such termination, promptly cease all services. If the Agreement is terminated for any reason other than a material breach by Architect, Architect's total fee for all services performed shall be computed under the provisions of Article IV, above, to cover services actually performed to the date of such notice and shall include compensation for services within the phase of performance at which Architect's services stopped, proportionate to the degree of completion of the work on such phase.

## **ARTICLE XI EMPLOYEES AND CONSULTANTS**

**A.** The Architect, as part of the basic professional services, shall furnish at its expense the services of landscape architects, structural, mechanical, electrical, traffic and street improvements, civil engineers, and other disciplines as required for the Project.

**B.** The Architect shall submit, for written approval by District, the names of the consultant firms proposed for the Project. Nothing in this Agreement shall create any contractual relation between District and any consultants employed by the Architect under the terms of this Agreement.

**C.** Architect's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five (5) years. If any employee or consultant of the Architect is not acceptable to District, then that individual shall be replaced with an acceptable, competent person at District's request.

**D.** The construction administrator or field representative assigned to this Project by Architect shall be a licensed California Architect and be able to make critical Project decisions in a timely manner and shall be readily available and provide by phone, facsimile, and through correspondence, design direction and decisions when the construction administration is not at the site.

**ARTICLE XII  
MISCELLANEOUS**

**A. Indemnification.** To the fullest extent permitted by law, the Architect agrees to indemnify, defend, and hold District entirely harmless from all liability arising out of:

1. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Architect's employees or Architect's subcontractor's employees arising out of Architect's work under this Agreement; and

2. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Architect, the Architect shall indemnify and hold the District harmless from any liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage, or expense arising under either (1), (2), or (3) in this Subsection, sustained by the Architect or the District, or any person, firm or corporation employed by the Architect or the District upon or in connection with the Project, except to the extent the damages arose from the negligence of the District.

3. Any loss, injury to or death to persons or damage to property caused by any negligence, recklessness or willful misconduct of the Architect or any person, firm or corporation employed by the Architect, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the District, arising out of or in any way connected with the Project, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by the active negligence of the District. With regard to the Architect's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the District, but rather to reimburse the District for attorney's fees and costs incurred by the District that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect.

4. The Architect, at its own expense, cost, and risk, shall defend any claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, other than professional negligence discussed in Article XII, Section A, Subsection 3, above, on any such claim or liability relating to the negligence, recklessness or willful misconduct of the Architect, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit or other proceedings due to the negligence of the Architect, arising from their work on the Project.

**B. State Allocation Board.** Architect shall assist District and its consultants to apply for funding for the Project from the State Allocation Board; however, Architect shall not be responsible for preparation, form, submittal, monitoring, or tracking of funding applications prepared by the District. Architect shall be responsible for submittals required of the Architect by the DSA, OPSC, and California Department of Education in connection therewith.

**C. Maintenance of Insurance.** Architect shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which (acceptance will not be unreasonably withheld) will protect Architect and District from claims which may arise out of or result from Architect's actions or

inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

1. The Architect shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

2. Commercial general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability, aggregate, including:

- a. owned, if any, non-owned and hired vehicles;
- b. blanket contractual;
- c. broad form property damage;
- d. products/completed operations; and
- e. personal injury.

3. Professional liability insurance for the Architect, including contractual liability, with minimum limits depending upon the value of the Project as set forth in this Article XII, Section C, subsection 3.a., below. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the rates current at the time of execution of this Agreement adjusted for inflation. In the event that Architect subcontracts any portion of Architect's duties, Architect shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

a. Professional liability coverage limits shall be at least:

(i) ONE MILLION DOLLARS (\$1,000,000) per occurrence, TWO MILLION DOLLARS (\$2,000,000) aggregate for projects with anticipated Project Costs of five million dollars (\$5,000,000) or less;

(ii) TWO MILLION DOLLARS (\$2,000,000) per occurrence, FIVE MILLION DOLLARS (\$5,000,000) aggregate for projects with anticipated Project Costs between five million dollars (\$5,000,000) and fifteen million dollars (\$15,000,000);

(iii) FIVE MILLION DOLLARS (\$5,000,000) per occurrence, TEN MILLION DOLLARS (\$10,000,000) aggregate for projects with anticipated Project Costs over fifteen million dollars (\$15,000,000).

**D. District As Additional Insured.** Each policy of insurance required in Article XII, Section C, above, shall name District and its officers, agents, and employees as additional insureds and shall state that, with respect to the operations of Architect hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary



insurance. Each policy of insurance required in Article XII, Section C, Subsections 1 and 2, above, shall state that not less than thirty (30) days written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Architect shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing Work, Architect shall deliver to District certificates of insurance as evidence of compliance with the requirements herein, including certificates of insurance for the Architect's subcontractors, as discussed in Article XII, Section E, below. In the event Architect fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Architect, and in such event Architect shall reimburse District upon demand for the cost thereof.

**E. Insurance for Subcontractors.** In the event that Architect subcontracts any portion of Architect's duties, Architect shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XII, Section C, above, in amounts which are appropriate with respect to that subcontractor's part of Work which shall in no event be less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence.

**F. Lack of Insurance is Material Breach.** Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

**G. Valuable Document Insurance.** The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect the District in the amount of its full equity in those drawings and specifications and shall file with the District a certificate of that insurance. The cost of that insurance shall be paid by the Architect, and the District shall be named as an additional insured.

**H. Architect is Independent Contractor.** Architect, in the performance of this Agreement, shall be and act as an independent contractor. Architect understands and agrees that Architect and all of Architect's employees shall not be considered officers, employees, or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Architect assumes the full responsibility for the acts and/or omissions of Architect's employees or agents as they relate to the services to be provided under this Agreement. Architect shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes for the respective Architect's employees.

**I. Increased Costs.** To the extent Architect causes increased Project costs as a result of its negligence or as a result of failure to comply with the provisions of this Agreement, Architect shall be responsible for all costs, fees, expert fees and attorneys' fees resulting from same.

**J. Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either District or Architect.

**K. Assignment.** District and Architect, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Architect shall not assign this Agreement.

**L. Applicable Law.** This Agreement shall be governed by the laws of the State of California.


**M. Project Records.** The Architect shall make a written record of all meetings, conferences, discussions, and decisions made between or among the District, Architect, and Contractor during all phases of the Project and concerning any material condition in the requirements, scope, performance, and/or sequence of the Work. The Architect shall provide a copy of such record to the District.

**N. Entire Agreement.** This Agreement represents the entire Agreement between District and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing signed by both District and the Architect. This Agreement may be executed in counterpart and with facsimile signatures.

**O. Effective Date.** This Agreement entered into as of the day and year first written above, and upon ratification by the District's Board.

**PIERCE JOINT UNIFIED SCHOOL DISTRICT**

By:

  
\_\_\_\_\_  
Chief Business Official

**ARCHITECT**

By:

  
\_\_\_\_\_  
CFO - East Architects  
6/12/17

**EXHIBIT "A"**  
**SCOPE OF WORK AND PROJECT DESCRIPTION**

**See Original Contract in Attachment "E"**

**EXHIBIT "B"**  
**COMPENSATION AND SCHEDULE OF HOURLY BILLING RATES**

**See Original Contract in Attachment "E"**

**ATTACHMENT "C"**  
**PROJECT SCHEDULE**


**See Original Contract in Attachment "E"**

**ATTACHMENT "D"**  
**SCOPE OF WORK DESCRIPTION**

**See Original Contract in Attachment "E"**

ATTACHMENT "E"  
Original Signed Contract 12-16-16

Third Shoe, Inc.



349 Silver Lake Drive  
Chico, CA 95973  
(530)898-0123

December 13, 2016

Carol Geyer  
Superintendent  
Pierce Joint Unified School District  
540A Sixth Street  
Arbuckle, CA. 95912

Subject: Agreement for Consulting Services  
Units 200 & 400 Computer Lab Removal  
Lloyd Johnson Junior High School  
960 Wildwood Road  
Arbuckle, CA. 95912

Dear Ms. Geyer,

I am glad to have the opportunity to continue a working relationship with Pierce Joint Unified School District. Please review, sign and return one (1) original of the attached Agreement for Consulting Services with Third Shoe, Inc. for the Computer Lab Removal at Units 200 & 400 at Lloyd Johnson Junior High School in Arbuckle.

The scope of work shall include the removal of two computer labs in unit 200 and one computer lab in unit 400. The work shall include enlarging the existing classrooms on each side of the removed computer lab including the modifications to the wall framing, t-bar ceiling, HVAC supply & return diffusers, ceiling lighting, power for the computers, smoke detectors, conduit and wiring, painting and patching of the existing walls. The work will also include the review and upgrades if needed to the existing boys and girls restrooms. Gates and fire access review of the existing site and acceptance by local fire authority will not be required by DSA and not part of this work. The duration of this contract shall be from December 19, 2016 through an approximate completion of August 31, 2017. The compensation for this project shall be on a fixed fee basis. See attached fixed fee schedule below:

Task	Fee
Site visit, ADA Survey & field verify existing conditions Architect, Structural Engineer, Mechanical Engineer & Electrical Engineer	\$2950
Construction Documents Include the following documents: 1. Cover sht./ plot plan/general notes	\$24,580

<ol style="list-style-type: none"> <li>2. Site plan/ADA access entire campus</li> <li>3. Demo &amp; New Enlarged Floor Plans – Unit 200</li> <li>4. Demo &amp; New Enlarged Floor Plans – Unit 400</li> <li>5. Demo &amp; New Enlarged Boys &amp; Girls Restroom Floor Plans</li> <li>6. Demo &amp; New Enlarged Reflected Ceiling Plans – Unit 200</li> <li>7. Demo &amp; New Enlarged Reflected Ceiling Plans – Unit 400</li> <li>8. Reflected Ceiling Details</li> <li>9. Interior Elevations for Classroom New Walls</li> <li>10. Architectural details</li> <li>11. Specifications in Project Manual Book</li> <li>12. Structural framing plan and structural details</li> <li>13. Structural Calculations</li> <li>14. Demo &amp; New HVAC Floor Plans</li> <li>15. HVAC Details</li> <li>16. Demo &amp; new Plumbing floor plans</li> <li>17. Plumbing Details</li> <li>18. Demo &amp; New Power plans</li> <li>19. Demo &amp; New Lighting Plans</li> <li>20. Fire Alarm Plans/Details</li> <li>21. Low Voltage Plans, including data</li> <li>22. Submit construction documents to DSA for plan check review electronically through “The Box”</li> <li>23. Redline comments from DSA plan check</li> <li>24. DSA back check review &amp; approval.</li> </ol>	
<p>Bidding-</p> <p>Prepare &amp; issue documents for Bidding</p> <p>Prepare Addendums with DSA review &amp; approval</p> <p>Attend Bid Walk Through with district &amp; bidders-Architect only</p>	\$2420
<p>Construction Administration</p> <p>Attend Pre-construction meeting with contractor &amp; DSA inspector- architect only</p> <p>Review submittals from contractor</p> <p>Review and answer RFIs</p> <p>Prepare CCDs with DSA approval</p> <p>DSA forms/paperwork</p> <p>Provide DSA-6AE Interium Verified Reports for DSA Inspector card Sign-off-(limited to 2 site visits &amp; reports)</p> <p>Upload &amp; interact with DSA through “The Box”</p> <p>Final Observation/Punch list walk through- Architect, Mechanical Engineer &amp; Electrical Engineer</p>	\$8390
<p>Project Closeout with DSA</p> <p>Prepare documents for closeout</p> <p>DSA forms/paperwork</p>	\$1540
<p>Total Fee</p> <p>This fee proposal is good for 30 days. After 30 days fee subject to change.</p>	\$39,880



Reimburseables- Printing costs to be billed at cost plus 10%- Estimated Budget	\$3000
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All additional Services shall be billed at an hourly rate of \$120.00. Department of the State Architect(DSA) Fees to be paid by school district.

All invoices will be billed based upon the percentage complete for each item in each task. All invoices are due and payable no more than 14 days after the invoice date. Interest of 12% annually will accrue on invoices 60 days past due. All documents produced by Third Shoe, Inc. are copyrighted under US copyright laws. Third Shoe, Inc. holds copyrights to all instruments of service until transferred or grants licenses for those rights

I hope this meets with your approval and I look forward to continue my relationship with Pierce Joint Unified School District.

Sincerely,  
Third Shoe, Inc.

Alan S. Chambers  
Principal

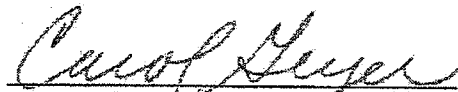
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ACCEPTED

IN WITNESS WHEREOF, Pierce Joint Unified School District and Third Shoe, Inc have executed this Agreement.

CLIENT  
Pierce Joint Unified School District

CONSULTANT  
Third Shoe, Inc

  
By: Carol Geyer, Superintendent  
Date: 12/13/16

  
By: Alan S. Chambers, CFO  
Date: 12/13/16

**Pierce Joint Unified School District  
Pierce High School Multi-Use Room Bid #16/17-3 Mandatory  
Pre-Bid Meeting Attendees**

**June 21, 2017 Bid Results:**

<p>✓ <b>Company:</b> SW Allen Construction, Rob Champlin rchamplin@swaci.com Phone: (916) 344-2098</p>	<p>Bid Amount: 4,104,289 -</p>
<p>✓ <b>Company:</b> Bobo Construction, Austin Bobo bestimating@boboconstructioninc.com Phone: (916) 383-7777</p>	<p>Bid Amount: 4,618,424. -</p>
<p>✓ <b>Company:</b> Simile Construction, Gene Jaureguy estimating@similebuilt.com Phone: (209) 545-6111</p>	<p>Bid Amount: 3,880,000 -</p>
<p>✓ <b>Company:</b> D.H. Slater and Son, Patrick Farmer patrick@slaterandson.com Phone: (530) 893-3333</p>	<p>Bid Amount: 4,139,000. -</p>
<p><b>Company:</b> J.Walt Construction, Joseph Walter office@jwaltconstruction.com Phone: (530) 406-2278</p>	<p>Bid Amount:</p>
<p><b>Company:</b> ESI, Travis Bill tbill@esite.net Phone: (916) 344-1711</p>	<p>Bid Amount:</p>
<p><b>Company:</b> BHM Construction, Herbert Smith bids@bhmconstruction.com Phone: (707) 643-4580</p>	<p>Bid Amount:</p>
<p><b>Company:</b> Sharp Architecture, Don Sharp don@sharpaia.com Phone: (916) 257-3980</p>	<p>Bid Amount:</p>
<p><b>Company:</b> DML Construction, Don Lazorko donlazorko@netzero.net Phone: (916) 257-3980</p>	<p>Bid Amount:</p>
<p>✓ <b>Company:</b> Swank Construction, Alan Cooper alan@swankconstructioninc.com Phone: (707) 446-8808</p>	<p>Bid Amount: 4,410,000. -</p>