

ALBANY UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION

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The mission of Albany Unified School District is to provide excellent public education that empowers all to achieve their fullest potential as productive citizens. AUSD is committed to creating comprehensive learning opportunities in a safe, supportive, and collaborative environment, addressing the individual needs of each student.

REGULAR MEETING  
ALBANY CITY HALL  
1000 San Pablo, Albany, CA 94706  
TUESDAY, February 27, 2018  
Closed Session: 6:00 p.m. - 7:00 p.m.  
Open Session: 7:00 p.m. - 9:20 p.m.

The public is encouraged to address the Board on any topic on the agenda. The President will also invite the public to speak during the section titled "Persons to Address the Board on Matters Not on the Agenda". To ensure accurate information is captured in the Board meeting minutes, please complete the "Speaker Slip" provided on the table and hand it to the clerk when speaking.

AGENDA

<p style="text-align: center;">Meeting Norms</p> <ol style="list-style-type: none"><li>1. Maintain a focus on what is best for our students.</li><li>2. Show respect (never dismiss/devalue others).</li><li>3. Be willing to compromise.</li><li>4. Disagree (when necessary) agreeably.</li><li>5. Make a commitment to effective deliberation, each one listening with an open mind while others are allowed to express their points of view.</li><li>6. Participate by building on the thoughts of a fellow Board member.</li><li>7. Make a commitment to open communication and honesty; no surprises.</li><li>8. Commit the time necessary to govern effectively.</li><li>9. Be collaborative.</li><li>10. Maintain confidentiality (which leads to the building of trust).</li><li>11. Look upon history as lessons learned; focus on the present and the future.</li></ol> <p style="text-align: center;">All meetings are videotaped. (To view the videos, visit <a href="http://www.ausdk12.org">www.ausdk12.org</a>)</p>	<p>I. OPENING BUSINESS <span style="float: right;">6:00 p.m.</span></p> <p>A) Call to Order</p> <p>B) Roll Call</p> <p>C) Identify Closed Session Pursuant to Agenda Section III Below</p> <p>II. PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS</p> <p><i>General public comment on any Closed Session item will be heard. The Board may limit comments to no more than three (3) minutes.</i></p> <p>III. CLOSED SESSION <span style="float: right;">6:05 p.m.</span></p> <p>A) CONFERENCE WITH LEGAL COUNSEL - Existing Litigation (Government Code Section 54956.9): Philip Shen, et al. v Albany Unified School District Doe, et al v Albany Unified School District John Doe v Albany Unified School District C.E. v Albany Unified School District et. al. Kaidong Chen v Albany Unified School District</p> <p>B) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to subdivision (b) of California Government Code Section 54956.9(a),(d)(2): Five (5) potential cases.</p> <p>C) CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code Section 54956.8): Property: 819 Bancroft way, Berkeley, California 94710 Agency Negotiator: Allan Garde, Chief Business Official Negotiating Parties: Albany Unified School District and Bancroft Center, Inc. Under Negotiation: Price</p> <p>D) With Respect To Every Item Of Business To Be Discussed In Closed Session Pursuant To Government Code Section 54957: Personnel</p>
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## IV. OPEN SESSION

7:00 p.m.

(10 mins.)

Depending upon completion of Closed Session items, the Board of Education intends to convene to Open Session at 7:00 p.m. to conduct the remainder of its meeting, reserving the right to return to Closed Session at any time.

A) Reconvene to Open Session

B) Roll Call

C) Pledge of Allegiance

D) Reading of the AUSD Mission &amp; Vision

E) Report of Action Taken in Closed Session

F) Approval of Agenda

G) Approval of Consent Calendar

(The Consent Calendar includes routine items that may be handled with one action. Board Members may request any item be removed from the Consent Calendar without formal action.)

## 1. Board of Education

a) Minutes of the January 23, 2018 Board of Education Meeting------(pg.5)

## 2. Human Resources

a) Certificated Personnel Assignment Order &amp; Classified Personnel Assignment Order------(pg.25)

## 3. Business Services

a) January 2018 Warrant Report------(pg.29)

b) January 2018 Donation Report ------(pg.43)

c) Independent Contractor Agreement with Christy White &amp; Associates for External Auditing Services for the 2017/2018 through 2019/2020 Fiscal Years------(pg.45)

## 4. Curriculum, Instruction, and Assessment

a) Overnight Field Trip: Albany High School to Next Generation Jazz Festival in Monterey, California------(pg.68)

b) Overnight Field Trip: Albany High School to Davis Model United Nations Conference at Davis, California ------(pg.70)

## H) BOARD AND SUPERINTENDENT REPORT

7:10 p.m.

(5 mins.)

## I) STUDENT BOARD MEMBERS' REPORT

7:15 p.m.

(5 mins.)

## J) PERSONS TO ADDRESS THE BOARD ON MATTERS NOT ON THE AGENDA

7:20 p.m.

(5 mins.)

Board practice limits each speaker to no more than three (3) minutes. The Brown Act limits Board ability<sup>3</sup> to discuss or act on items which are not on the agenda; therefore, such items may be referred to staff for comment or for consideration on a future agenda.

#### K) STAFF REPORT

7:25 p.m.

1. Promoting Safe, Supportive, and Collaborative Environments for all Students and Staff -----(pg.72)  
(10 mins.)
2. Special Education Update----- (pg.74)  
(10 mins.)
3. Local Control Accountability Plan (LCAP) Update----- (pg.75)  
(15 mins.)

#### L) REVIEW AND ACTION

8:00 p.m.

1. Collective Bargaining Agreement Between the Service Employees International Union (SEIU) and the Albany Unified School District (AUSD) for 2017/18----- (pg.77)  
(5 min.)
2. Resolution 2017-18-13: Release/Non-Reelect Temporary Certificated Employees ----- (pg.93)  
(5 min.)
3. Lease Agreement with Bancroft Center, Inc., for 819 Bancroft Way, Berkeley, CA 94710  
for Temporary District Office----- (pg.96)  
(15 min.)
4. Agreement for Design-Build Services with Alten Construction for the Albany High School Addition  
Project----- (pg.106)  
(25 mins.)
5. Resolution 2017-18-14: Authorizing the Issuance and Sale of General Obligation Bonds in an Aggregate  
Principal Amount Not to Exceed \$34 Million (Measure B) Bonds and \$10 Million (Measure E) Bonds  
Pending State Board of Education Approval of the District's Waiver Application----- (pg.352)  
(20 mins.)
6. Vote for Delegates for California School Boards Association 2018 (CSBA)  
Delegate Assembly Election----- (pg.483)  
(5 mins.)

#### AGENDA ITEMS/MATTERS INTRODUCED BY THE BOARD

9:15 p.m.

(5 mins.)

The Board believes that late night meetings deter public participation, can affect the Boards decision-making ability, and can be a burden to staff. Regular Board Meetings shall be adjourned at 9:30 p.m. unless extended to a specific time determined by a majority of the Board.

## FUTURE BOARD MEETINGS

Date	Time	Location
March 13, 2018	7:00 – 9:30 p.m.	Albany City Hall
March 27, 2018	7:00 – 9:30 p.m.	Albany City Hall

The Board of Education meeting packet is available for public inspection at: Albany Unified School District, 1051 Monroe Street: and is available on the Albany Unified School District web site: [www.ausdk12.org](http://www.ausdk12.org). If you provide your name and/or address when speaking before the Board of Education, it may become a part of the official public record and the official minutes will be published on the Internet. In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this meeting, please contact the Superintendent's Office at 510-558-3766. Notification must be given forty-eight (48) hours prior to the meeting to make reasonable arrangements for accessibility (28 CFR 35.102.104 ADA Title II).



ALBANY UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION

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MINUTES FOR REGULAR MEETING  
REGULAR MEETING  
ALBANY CITY HALL  
1000 San Pablo  
Albany, CA 94706  
TUESDAY  
January 23, 2018

I. OPENING BUSINESS

A) Call to Order

President Black called the meeting to order at 6:30 p.m.

B) Roll Call

PRESENT: President Black, Vice President Stapleton-Gray, Board Member Blanchard, Board Member Clark, Board Member Trutane, and Student Board Member Attanayake.

EXCUSED: Student Board Members Silwal.

STAFF: Superintendent Valerie Williams; Allan Garde, Chief Business Official; Marie Williams, Director III, Curriculum, Instruction, Assessment, Carrie Nerheim, Director I Student Services; and Diane Marie, Director III Special Education

C) Pledge of Allegiance

The Board and members of the public who wished to recited the Pledge of Allegiance.

D) Reading of the AUSD Mission & Vision Statement

Student Board Members Attanayake read the AUSD Mission & Vision Statement.

E) Approval of Agenda

Member Clark requested that the Agenda for the January 23, 2018 Regular Meeting be revised to include an additional ten minutes for the Special Education item under Review & Discussion (to view the discussion, visit [www.ausdk12.org](http://www.ausdk12.org)).

President Black requested a motion to Revise & Approve: Albany Unified School District Board of Education Agenda for the January 23, 2018 Regular Meeting. Motion by Vice President Stapleton-Gray, seconded by Member Clark. The Board was polled and passed unanimously.

F) Approval of Consent Calendar

(The Consent Calendar includes routine items that may be handled with one action. Board Members may request any item be removed from the Consent Calendar without formal action.)

## 1. Board of Education

### a) Minutes of the December 12, 2017 Board of Education Meeting

The Board requested the following revisions:

#### O) STAFF REPORT

##### 1. Promoting Safe, Supportive, and Collaborative Environments for All Students

Almost half of all Albany High School and Albany Middle School students participate in the Albany athletics programs. ~~there is a high parent participation rate, and SchoolCARE provides \$180,000.00 to support the Albany athletics programs.~~ The AUSD athletic programs are supported by Albany Athletic Boosters, and the school district provides \$275,000.00. The AUSD athletic programs also enjoy a high parent participation rate.

##### 3. Albany High School Discipline/Behavior Matrix

Vice Principal Reimuiller serves the ~~9th and 10th~~ and 12th grade classes, and Vice Principal Pratt serves the 9th and 11th ~~and 12th~~ grade classes.

#### R. REVIEW & ACTION

##### 2. Board Committee Assignments

Albany High School Classroom Addition Project After a discussion, President Black, Member Blanchard, and Member Trutane agreed to serve on the Albany High School Classroom Addition Project Committee.

## 2. Human Resources

### a) Certificated Personnel Assignment Order & Classified Personnel Assignment Order

## 3. Curriculum & Instruction

### a) Bi-Annual Field Trip Report

## 4. Student Services

### a) Approve School Accountability Report Cards (Secondary)

## 5. Business Services

### a) December 2017 Warrant Report

### b) December 2017 Donation Report

President Black requested a motion to Approve: Consent Calendar. Motion by Member Clark, seconded by Member Trutane. The Board was polled and passed unanimously.

#### G) BOARD AND SUPERINTENDENT REPORT

Superintendent Williams and Vice President Stapleton-Gray addressed the Board and made comments about district related events they attended and district business (to view the comments, visit [www.ausdk12.org](http://www.ausdk12.org)).

#### H) STUDENT BOARD MEMBER REPORT

Student Board Members Attanayake and Silwal provided the Board with the following Student Board Member Report:

The Albany Education Foundation and the Albany Community Foundation are hosting a Champagne and Chocolate Gala on Saturday, February 10th from 7:00-10:00 p.m. at Northbrae Community Church. This special event will include wine, champagne and beer, chocolate and non-chocolate desserts, and savory treats.

Marin Elementary School is hosting a movie night this Friday, January 26th! Come and see Cars 3 and enjoy Lightning McQueen's race to the top!

Priority enrollment for new kindergarten through fifth-grade students to the Albany Unified School District for the 2018/2019 school year will begin on Thursday, February 1st and end on Saturday, March 31st. Families can begin online enrollment and make enrollment appointments beginning Wednesday, January 17th.

Would you like to help your kids get along better and become better friends with each other? There will be a Parent Education Night at Cornell on January 25th from 7-8:30 p.m. Parenting coach Rebecah Freeling will show you how to resolve conflicts in a way that leaves all parties feeling heard and empowered, and many other skills. Don't miss out!

Take your kids bowling and support Cornell PTA on Sunday, January 28th, from 10 a.m. to noon at Albany Bowl! Grab your "pin pals" and head on over for a fun morning of strikes & spares! \$12 gets you shoe rental & two games of bowling and \$5 will go back to Cornell PTA to support their many programs.

The 5th Grade Winter Choir Concert is on Tuesday, January 30th at 7 p.m. in the Albany High School Little Theater.

Grab a rake, hammer or paintbrush and come join the Cornell Crew Work Party for some fun school improvements! No experience needed, just a desire to beautify the school, meet people and have fun. Bring the whole family, as everyone is welcome to participate, especially the children.

#### I) PERSONS TO ADDRESS TO ADDRESS THE BOARD ON MATTERS NOT ON THE AGENDA

Board practice limits each speaker to no more than three (3) minutes. The Brown Act limits Board ability to discuss or act on items which are not on the agenda; therefore, such items may be referred to staff for comment or for consideration on a future agenda.

A Cornell Elementary School parent addressed the Board regarding the indemnity portion of agency contracts for outside service providers that offer activities to AUSD students for classes and/or field trips. He requested that AUSD not use outside providers who insist on waivers that would completely eliminate negligence as a potential cause of action. After a discussion, the Board requested that staff review both AUSD and outside agency indemnity waivers to ensure compliance and that they are aligned and not in conflict. The Board also requested staff bring to the newly created Board Policy Committee AUSD Board Policies and Administrative Regulations related to this topic for review (to view the discussion, visit [www.ausdk12.org](http://www.ausdk12.org)).

#### J) STAFF REPORT

##### 1. Promoting Safe, Supportive, and Collaborative Environments for All Students

Superintendent Williams addressed the Board regarding the staff report on Promoting Safe, Supportive, and Collaborative Environments for All Students. The purpose of this staff report was to provide the Board and community with information regarding the activities taking place throughout the District to promote a safe, supportive, and collaborative environment for all students and staff. In response to issues of discrimination and inequity, the Governing Board, District staff, and members of the Albany community have been engaged in dialogue around strategies to ensure respect, inclusion, and empathy for all members of the learning community. District staff highlighted some of the proactive steps students, staff, and community members are initiating in order to improve the culture and climate of our school community.

Carrie Nerheim, Director of Student Services, addressed the Board regarding the Staff Report on Promoting Safe, Supportive, and Collaborative Environments for All Students. Director Nerheim stated that a group of approximately fifty staff members, both classified and certificated, will be attending a two day trip to the Museum of Tolerance in Los Angeles. The Tools for Tolerance Program provides educators with the opportunity to experience the Museum of Tolerance as a laboratory for human behavior, hear personal testimonies from witnesses to history, engage in facilitated discussions around issues that matter, participate in workshops (promoting positive campus climate, social justice, media literacy), and take home valuable resource materials. This trip is fully funded by the Tools for Tolerance for Educators grant. The grant covers airfare, lodging, and some meals. This opportunity was originally initiated by Heather Duncan, Terry Georgeson, Anna Mansker, and Melisa Pfohl who are taking a group representing TK-5th grade in February. Additionally, Alexia Ritchie, Albany High School Principal, will be taking a group of high school staff at the end of January. Director Nerheim introduced Melisa Pfohl, Principal of Marin Elementary School, who addressed the Board regarding the Museum of Tolerance in Los Angeles. Ms. Pfohl recounted her experience in the 2016-17 school year when she served as Albany High School Vice Principal and read the following:

In order to talk about this trip to the Museum of Tolerance, I need to take you back for a minute to last year because that's where it all started.

As many of you know, I was an assistant principal at the high school last year. Last November, 2 of the high school's dedicated Resource Teachers, Carla Swan and Kate Fahrner went to the Museum of Tolerance together for a workshop. They came back from this workshop on fire with enthusiasm and inspiration after receiving this incredible training. I have attended enough workshops in my years as an educator to know that they are not all are created equal. And when staff members glow the way Carla and Kate did when they spoke about their experience, it's something to pay attention to. They spoke about inner growth, about examining bias, and about having concrete strategies to use with their students. But mostly, they spoke about wanting to encourage others to attend the trainings and share in the experience as well.

Also in November, in hindsight now, I can see clearly that our world began to change. While I didn't know it then, my first indicator of this change was the Albany High walkout the day after President Trump was elected. Darren McNally and I accompanied more than 100 passionate, courageous, AHS students on a walk to UC Berkeley. We passed a very crowded Sproul Plaza and followed the kids to the Campanile. The memory of listening to those who so eloquently spoke on the steps that day while everyone listened in silence will stay with me I'm sure, for many years to come. Hearing high school students you remember as third graders speak of the need for justice, equality, and love in our world is a gift that I wish every educator could have.

I didn't understand the significance of this moment then, or the era that was beginning. And I spent a great deal of time last year attempting to keep up with the rapidly changing news cycles and grasping for understanding about how our national climate was affecting our students, as many of us did.

It seems that UCLA was grappling with the same questions and conducted a study last spring entitled, "Teaching and Learning in the Age of Trump." Several of our very own AHS teachers participated in this study along with over 1500 other high school teachers from across the country. The study linked the national climate to school climates, acknowledging that as political discourse had gotten increasingly more hostile since the election of President Trump, high schools across the country experienced an increase in anxiety, stress and hostility as well.

Albany educators have always been committed to being thoughtful and reflective about their work, and what I know about our Albany staff is that they are committed to evolving based on the circumstances and the changing needs of the students that walk through our doors. And this only is what can explain why 42 preK-5th grade teachers, paraeducators, office staff, administrators, and district office officials have volunteered to give up 2 days of their mid-winter break to go to LA to the Museum of Tolerance.

I am hopeful that this trip will provide an opportunity for elementary educators to reflect on who we are, what we stand for, and how we can encourage our children to do the same in these rapidly changing times. While the agenda is still being crafted in collaboration with the Museum staff, I know that we will be examining our implicit bias, discussing race and racism, examining areas of our lives in which we experience privilege or lack thereof, and learning concrete strategies that we can use with students.

I have greatly appreciated the compassion and concern with which our community has come together in this challenging time, as I know that Albany educators cannot be alone in doing this important work. It has to include families and parents. So last week, UCB Prof and Asst Dean of Diversity and Inclusion, Rudy Mendoza-Denton, gave a parent ed night that supported parents from all 3 elementary schools in starting to understand how implicit bias works and discussing how parents can support one another in talking about race and racism at home. Due to an incredibly thought-provoking workshop, and the enthusiasm of the parents who were there, what was intended to be a one-time-only presentation is hopefully expanding into a series of talks that will continue to include parents from across the district. We're in the process of confirming a date for February, and I encourage anyone who cares about our children and wants to work toward positive change in these challenging times to attend this fabulous series.

At the core of all of these efforts is collaboration, unity, and a willingness for all of us to examine our responsibility and work together to do our part. I'm inspired by the possibilities that the Museum of Tolerance will create for our staff, and by the potential for change that is being created by working with parents through Prof Mendoza-Denton's workshops. I have great expectations and super-high hopes for what we can do together for our children in the coming months. Thank you to our Superintendent, Val Williams, for supporting all of these efforts, and to Carrie Nerheim for giving me an opportunity to share my thoughts with you here tonight.

## K) REVIEW AND ACTION

### 1. 2016-2017 Financial Audit Report

Chief Business Official, Allan Garde, addressed the Board regarding the 2016-2017 Financial Audit Report and stated that the purpose of this item was for the Board to approve the 2016-2017 Financial Audit Report. Mr. Garde stated that he would like to combine this item with the following three items on the agenda. In accordance with Education Code 41020.03, the Board is required to review and take action on the District's annual audited financial statements. The audit firm, Christy White and Associates, performed the 2016-2017 audit service and prepared the report. Mr. Garde introduced Michael Ash, Partner with Christy White and Associates, who discussed the 2016-2017 Financial Audit Report and answered questions.

The Board, staff, and Mr. Ash discussed that the Findings and Recommendations section, found at the end of the report, represent areas that are non-compliant and require corrective action. All findings have been reviewed and a corrective action plan has been put into practice, overseen by the Alameda County Office of Education. The auditors do not review every single transaction. Auditors review and test a statistically significant amount of transactions and dollar amounts based on Governmentally Accepted Accounting Standards and the State Controller's Office to provide reasonable assurances of accuracy. The cost and time required to review every transaction every fiscal year would be cost prohibitive and statistically not provide a significant amount of additional certainty and clarification with the report. The auditor has issued an unmodified "clean" report for the financial statements of the Albany Unified School District (to view the discussion, visit [www.ausdk12.org](http://www.ausdk12.org)).

President Black requested a motion to Accept: 2016-2017 Financial Audit Report. Motion by Member Blanchard, seconded by Member Clark. The Board was polled and passed unanimously.

## 2. 2016-2017 2008 Measure E Bond Financial and Performance Audit Report

Chief Business Official, Allan Garde, addressed the Board regarding the 2016-2017 2008 Measure E Bond Financial and Performance Audit Report and stated that the purpose of this item was for the Board to approve the 2016-2017 2008 Measure E Bond Financial and Performance Audit Report. Mr. Garde stated that this item was combined with the one above it on the agenda. In accordance with Proposition 39 and the 2008 Measure E Bond Authorization, the Board is to annually review and take action on bond activity. On February 5, 2008, the voters of Albany approved the Measure E Bond Authorization for the Albany Unified School District. This bond has funded the construction of the Albany Aquatics Center containing both an indoor and outdoor pool and the addition of four Gen7 modular classrooms at the Albany High School. The audit firm, Christy White and Associates, performed the 2016-2017 audit service and prepared the report.

Mr. Garde introduced Michael Ash, Partner with Christy White and Associates, who discussed the Measure E Bond Financial and Performance Audit Report and answered questions. The Board, staff, and Mr. Ash discussed that in addition to the auditing of expenditures, a performance audit reviews the expenditures were made solely within with the ballot language of the bond measure, internal controls are evaluated, bid procedures are reviewed, and a site walk of the project is conducted, if necessary. The new appointments to the Citizens' Bond Oversight Committee will review all activity for the 2008 Measure E Authorization, 2016 Measure B Authorization, and the 2016 Measure E Authorization. Having one committee provide oversight over multiple authorizations provides efficiencies, but more importantly does not impact the restrictions and accountability measures each bond authorization has. Each bond authorization has its own performance and financial audit report. The auditor has issued an unmodified "clean" report for the Albany Unified School District (to view the discussion, visit [www.ausdk12.org](http://www.ausdk12.org)).

President Black requested a motion to Accept: 2016-2017 2008 Measure E Bond Financial and Performance Audit Report. Motion by Member Blanchard, seconded by Member Clark. The Board was polled and passed unanimously.

### 3. 2016-2017 2016 Measure B Bond Financial and Performance Audit Report

Chief Business Official, Allan Garde, addressed the Board regarding the 2016-2017 2016 Measure B Bond Financial and Performance Audit Report and stated that the purpose of this item was for the Board to approve the 2016-2017 2016 Measure B Bond Financial and Performance Audit Report. Mr. Garde stated that this item was combined with the two above it on the agenda. In accordance with the 2016 Measure B Bond Authorization, the Board is to annually review and take action on bond activity. On June 7, 2016, the voters of Albany approved the Measure B Bond Authorization for the Albany Unified School District. This bond is to rebuild Marin and Ocean View elementary schools, relieve overcrowding, enhance school safety, accessibility, sustainability, and energy efficiency; and improve other school facilities. The audit firm, Christy White and Associates, performed the 2016-2017 audit service and prepared the Report.

Mr. Garde introduced Michael Ash, Partner with Christy White and Associates, who discussed the 2016-2017 2016 Measure B Bond Financial and Performance Audit Report and answered questions. The Board, staff, and Mr. Ash discussed that in addition to the auditing of expenditures, a performance audit reviews the expenditures were made solely within with the ballot language of the bond measure, internal controls are evaluated, bid procedures are reviewed, and a site walk of the project is conducted, if necessary. The new appointments to the Citizens' Bond Oversight Committee will review all activity for the 2008 Measure E Authorization, 2016 Measure B Authorization, and the 2016 Measure E Authorization. Having one committee provide oversight over multiple authorizations provides efficiencies, but more importantly does not impact the restrictions and accountability measures each bond authorization has. Each bond authorization has its own performance and financial audit report. The auditor has issued an unmodified "clean" report for the Albany Unified School District (to view the discussion, visit [www.ausdk12.org](http://www.ausdk12.org)).

President Black requested a motion to Accept: 2016-2017 2008 Measure B Bond Financial and Performance Audit Report. Motion by Member Blanchard, seconded by Member Clark. The Board was polled and passed unanimously.

### 4. 2016-2017 2016 Measure E Bond Financial and Performance Audit Report

Chief Business Official, Allan Garde, addressed the Board regarding the 2016-2017 2016 Measure E Bond Financial and Performance Audit Report and stated that the purpose of this item was for the Board to approve the 2016-2017 2016 Measure E Bond Financial and Performance Audit Report. Mr. Garde stated that this item was combined with the three above it on the agenda. In accordance with Proposition 39 and the 2016 Measure E Bond Authorization, the Board is to annually review and take action on bond activity. On June 7, 2016, the voters of Albany approved the Measure E Bond Authorization for the Albany Unified School District. This bond is to relieve overcrowding at the Albany Middle School, construct classrooms, science labs, and flexible learning spaces; and acquire technology and equipment at all schools. The audit firm, Christy White and Associates, performed the 2016-2017 audit service and prepared the report.

Mr. Garde introduced, Michael Ash, Partner with Christy White and Associates, who discussed the 2016-2017 2016 Measure E Bond Financial and Performance Audit Report and answered questions. The Board, staff, and Mr. Ash discussed that in addition to the auditing of expenditures, a performance audit reviews the expenditures were made solely within with the ballot language of the bond measure, internal controls are evaluated, bid procedures are reviewed, and a site walk of the project is conducted, if necessary. The new appointments to the Citizens' Bond Oversight Committee will review all activity for the 2008 Measure E Authorization, 2016 Measure B Authorization, and the 2016 Measure E Authorization. Having one committee provide oversight



over multiple authorizations provides efficiencies, but more importantly does not impact the restrictions and accountability measures each bond authorization has. Each bond authorization has its own performance and financial audit report. The auditor has issued an unmodified “clean” report for the Albany Unified School District (to view the discussion, visit [www.ausdk12.org](http://www.ausdk12.org)).

President Black requested a motion to Accept: 2016-2017 20016 Measure E Bond Financial and Performance Audit Report. Motion by Member Blanchard, seconded by Member Clark. The Board was polled and passed unanimously.

#### 5. Independent Contractor Agreement with SVA for Furniture and Equipment Specifications

Chief Business Official, Allan Garde, addressed the Board regarding the Independent Contractor Agreement with SVA for Furniture and Equipment Specifications and stated that the purpose of this item was for the Board to approve SVA Architects, Architect of Record for the AMS Annex Project, to work with school site and district staff on developing a furniture specifications bid package to procure the furniture through a formal bidding process. The goal is to ensure the Albany Middle School Annex is fully furnished by the time of its grand opening in early 2019. Mr. Garde stated that the scope of services will be provided in three phases. Phase I includes Preliminary Design Services – Programming Requirements; Schematic Design Services – Mock-Ups and Discussions; and Design Development Services – Finishes, Upholstery, and Budget Estimates. Phase II includes Furniture Specification Services and Bid Package Development. Phase III includes Furniture Administration Services and assist as needed through receipt of furniture. Phase I will begin in January to March 2018. Phase II will begin in April to May 2018, and the order for furniture will be placed from May to June 2018. Phase III will begin in May to early 2019.

The Board and staff discussed that this agreement is to have SVA Architects, Architect of Record for the project to assist us in specifying the type of furniture and equipment we want/need for the AMS Annex. SVA Architects will meet with AMS Staff to understand the programmatic needs and long term plans then select furniture/equipment that meets our needs within the specific AMS Annex classrooms. SVA Architects will then develop a bid package where multiple vendors will bid for competitive pricing. The furniture and equipment for the AMS Annex will potentially cost around \$400,000. For purchases of this type that exceed \$85,000, we are required to develop a bid process. There are three reasons staff is recommending approval of this contract; 1) A bid process generated by the project architect (unbiased or unconnected to furniture vendors) can save at least 15% due to developing a bid that more vendors can bid on; 2) Having the unbiased specialist work with the AMS staff on the needs/wants will ensure the staff can use the furniture now and 15 years from now; and 3) Streamline the ordering process from the experience noted below for the pilot furniture.

The Board and staff discussed that this year, two 21st Century furniture classrooms were planned for Albany Middle School so that staff would gain daily experience with new types of furniture and ultimately select furniture they can use on a daily basis for the new annex. The process was much more cumbersome than originally intended. The plan was to have the two AMS classroom teachers review various furniture vendor catalogs, select furniture they wanted to test out, order, and deliver to the classrooms early in the school year. Complications arose when different vendors did not accept orders directly from school districts. We then had to identify intermediary vendors and more specifically intermediary vendors that had access to the furniture selected. Coordinating with four representatives directly and indirectly caused many time delays and gaps in the process. After taking several months to finally place an accurate order with all the vendors, there were delays in shipping from the manufacturer. These delays impacted the time available for the AMS to pilot before making decisions on what to order for the Annex resulting in pilot furniture coming in over the course of several months versus all at one time. It became apparent after multiple delays and changes throughout the ordering process, a



formal bid process is needed to cost effectively ensure the furniture for the new Albany Middle School Annex meets the programmatic requirements of the school site (to view the discussion, visit [www.ausdk12.org](http://www.ausdk12.org)).

President Black requested a motion to Approve: Independent Contractor Agreement with SVA for Furniture and Equipment Specifications. Motion by Member Blanchard, seconded by Vice President Stapleton-Gray. The Board was polled and passed unanimously.

#### 6. Amendment to Derivi Castellanos Architects Agreement to provide CHPS Commissioning Agent Services for the Albany Middle School (AMS) Annex Project

Chief Business Official, Allan Garde, addressed the Board regarding the Amendment to Derivi Castellanos Architects Agreement to provide CHPS Commissioning Agent Services for the Albany Middle School (AMS) Annex Project and stated that the purpose of this item was for the Board to approve the amended agreement. The amended agreement will allow Albany Middle School (AMS) Annex to reach CHPS Verified status which facilitates an optimal learning environment. At the November 8, 2016 Regular Board Meeting, the Board approved an amended agreement to add Project Management Services to the construction of the Albany Middle School Annex Project. The Albany Middle School Annex will be a CHPS Verified Project based on Board Policy 3510: Green School Operations and Board Resolution 2016-17-01: Sustainability & the Design and Construction of High Performance Schools. An informal bidding process occurred during the months of November and December 2017. Three experienced and highly qualified vendors responded, and Derivi Castellanos Architects was brought forward as the lowest responsive bid for services expected through December 2018. The Board and staff discussed that typically, the Project Manager does not have the expertise and experience to also serve as the commissioning agent. However, the background of Adam Bayer allows the school district to reduce costs and capitalize on this opportunity by having Mr. Bayer serve both roles for the school district (to view the discussion, visit [www.ausdk12.org](http://www.ausdk12.org)).

President Black requested a motion to Approve: Amendment to Derivi Castellanos Architects Agreement to provide CHPS Commissioning Agent Services for the Albany Middle School (AMS) Annex Project. Motion by Member Blanchard, seconded by Vice President Stapleton-Gray. The Board was polled and passed unanimously.

#### 7. Amendment to Derivi Castellanos Architects Agreement to provide Project Management Services for the Albany High School Classroom Addition Project

Chief Business Official, Allan Garde, addressed the Board regarding the Amendment to Derivi Castellanos Architects Agreement to provide Project Management Services for the Albany High School Classroom Addition Project and stated that the purpose of this item was for the Board to approve the amended agreement. At the March 22, 2016 Regular Board Meeting, the Board approved an amendment to the Derivi Castellanos Architects Program Management Services Agreement to the bid package for removing the Albany High School Amphitheater with the scope of services expected through October 2019. With many school district bond measures authorized by voters over the past two years, and the impact to the talent pool due to the Great Recession, the availability for qualified construction managers with a focus on California school construction has diminished. The value of contracting with a firm specializing in this field allows AUSD to ensure the presence of qualified staff, only pay for sufficient work performed, require the firm to adjust staffing to meet the needs of the school district and the ebbs and flows of the project(s). The Board and staff discussed that some services have already begun. The services were authorized in advance to begin to balance the need to negotiate the full cost and scope of the project with the vendor to keep the project on schedule, and staff did not want to rush the agreement and potentially pay more overall either through missing the schedule or paying for a scope

of work not needed. There were several holiday breaks recently, and these holiday breaks were optimal to have the design-build teams work on our project and stay on schedule (to view the discussion, visit [www.ausdk12.org](http://www.ausdk12.org)).

President Black requested a motion to Approve: Amendment to Derivi Castellanos Architects Agreement to provide Project Management Services for the Albany High School Classroom Addition Project. Motion by Member Trutane, seconded by Member Clark. The Board was polled and passed unanimously.

#### 8. Amendment to Bridging Architectural Service Agreement with Gould Evans, Inc. for the Albany High School Classroom Addition Project

Chief Business Official, Allan Garde, addressed the Board regarding the Amendment to Bridging Architectural Service Agreement with Gould Evans, Inc. for the Albany High School Classroom Addition Project and stated that the purpose of this item was for the Board to approve an amendment agreement to include support for General Contractor selection, Design Peer Review, and Construction Document Development Peer Review. The Albany High School Classroom Addition Project is planned to begin construction in the Fall of 2018 with the removal of the current amphitheater beginning in the Summer of 2018. This amendment is based on Time & Material not-to-exceed 80 hours of work. The services provided include Program Confirmation, Contractor Selection Support, Design Peer Review, and Construction Document Develop Peer Review. The Bridging Architect is the architect that conducted a visioning design process with school staff and community members through multiple design meetings. This understanding of the project priorities coupled with the technical expertise to review design and construction documents will ensure the Design-Build Entity / General Contractor carries out the priorities of the project. Board Member Blanchard stated that the presence of a bridging architect is invaluable.

The Board and staff discussed that some services have already begun. The services were authorized in advance to begin to balance the need to negotiate the full cost and scope of the project with the vendor to keep the project on schedule, and staff did not want to rush the agreement and potentially pay more overall either through missing the schedule or paying for a scope of work not needed. There were several holiday breaks recently, and these holiday breaks were optimal to have the design-build teams work on our project and stay on schedule (to view the discussion, visit [www.ausdk12.org](http://www.ausdk12.org)).

President Black requested a motion to Approve: Amendment to Bridging Architectural Service Agreement with Gould Evans, Inc. for the Albany High School Classroom Addition Project. Motion by Member Trutane, seconded by Member Blanchard. The Board was polled and passed unanimously.

#### 9. Resolution 2017-18-09: Authorizing Procurement for Wireless Access Points Through Public Contract Code Section 20118.2

Chief Business Official, Allan Garde, addressed the Board regarding the Resolution 2017-18-09: Authorizing Procurement for Wireless Access Points Through Public Contract Code Section 20118.2 and stated that the purpose of this item was for the Board to approve the Resolution. Mr. Garde stated that Public Contract Code section 20118.2 recognizes technology and related equipment and services can be highly specialized, unique, and rapidly evolving in nature. This section allows school districts to consider multiple factors when awarding contracts for technology and related equipment and services. All AUSD classrooms and offices are covered by the AUSD Wi-Fi network, providing students and staff with reliable, high-speed access to the Internet and the AUSD network. The AUSD Wi-Fi network consists of hardware controllers (servers) that manage the wireless access points (WAPs) that provide Wi-Fi coverage to AUSD devices. AUSD's current Wi-Fi equipment dates

to 2013. This equipment is now two generations old. 90% of our current WAPs will not run on the latest and most secure software so the system is currently running on a legacy version of the software. AUSD will need additional WAPs for the AMS Annex and other upcoming facilities projects. New WAPs will not run on the legacy software required to run the current WAPs. AUSD cannot add new model WAPs to the current system. An RFP was generated to receive bids and be eligible for E-rate category 2 funding. This will allow AUSD to purchase equipment for 2018-19 school year. Bids were due on December 11, 2017. Four bids were received by the deadline and were evaluated for cost, conformity with RFP specifications, proposed solution, and support and warranty terms. CDW-G submitted a low cost and top ranked bid to provide the Wi-Fi equipment. An Intent to Award the bid to CDW-G was posted on the AUSD website on 12/13/17.

The Board and staff discussed that Public Contract Code section 20118.2 requires the Board to make a finding that utilizing this procurement method is in the best interest of the District. Approval of Board Resolution 2017-18-09: Authorizing procurement for wireless access points through Public Contract Code section 20118.2 makes this finding. Mr. Garde stated that in the future staff will follow the appropriate process of presenting a resolution to the Board for approval to solicit proposals in advance of selecting a proposal (to view the discussion, visit [www.ausdk12.org](http://www.ausdk12.org)).

The Board requested the following revisions: NOW, THEREFORE, THE BOARD OF EDUCATION OF THE ALBANY UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

President Black requested a motion to Revise & Approve: Resolution 2017-18-09: Authorizing Procurement for Wireless Access Points Through Public Contract Code Section 20118.2. Motion by Member Blanchard, seconded by Member Trutane. The Board was polled and passed unanimously.

#### 10. Agreement with CDW-G for Procurement of Wireless Access Points

Chief Business Official, Allan Garde, addressed the Board regarding the Agreement with CDW-G for Procurement of Wireless Access Points and stated that the purpose of this item was for the Board to approve the contract for upgraded Wi-Fi network equipment. Mr. Garde stated that all AUSD classrooms and offices are covered by the AUSD Wi-Fi network, providing students and staff with reliable, high-speed access to the Internet and the AUSD network. The AUSD Wi-Fi network consists of hardware controllers (servers) that manage the wireless access points (WAPs) that provide Wi-Fi coverage to AUSD devices. AUSD's current Wi-Fi equipment dates to 2013. This equipment is now two generations old. 90% of our current WAPs will not run on the latest and most secure software so the system is currently running on a legacy version of the software. AUSD will need additional WAPs for the AMS Annex and other upcoming facilities projects. New WAPs will not run on the legacy software required to run the current WAPs. AUSD cannot add new model WAPs to the current system. An RFP was generated to receive bids and be eligible for E-rate category 2 funding. This will allow AUSD to purchase equipment for 2018-19 school year. Bids were due on December 11, 2017. Four bids were received by the deadline and were evaluated for cost, conformity with RFP specifications, proposed solution, and support and warranty terms. CDW-G submitted a low cost and top ranked bid to provide the Wi-Fi equipment. An Intent to Award the bid to CDW-G was posted on the AUSD website on 12/13/17. The updated Wi-Fi system will replace the existing with current model Ruckus controllers and WAPs. Over 90% of current computing devices in the district will benefit from the new Wi-Fi hardware: Increased speed, security, and classroom experience. The Board and staff discussed that the current equipment in operation is almost five years and two generations of equipment old. The District cannot add new equipment planned for the Albany Middle School Annex to the current system and has been delaying technical upgrades until a systemwide upgrade is needed and most cost-effective. After the discussion, the Board requested that

staff provide additional information regarding the Agreement with CDW-G for Procurement of Wireless Access Points. The Board requested that the item be tabled and placed on the agenda of the next regularly scheduled Board of Education meeting under Review & Action to provide staff the time to provide the information (to view the discussion, visit [www.ausdk12.org](http://www.ausdk12.org)).

President Black requested a motion to Table: Agreement with CDW-G for Procurement of Wireless Access Points. Motion by Member Blanchard, seconded by Ross Stapleton-Gray. The Board was polled and passed unanimously.

#### 11. Resolution 2017-18-10: Authorizing Procurement for Wide Area Network (WAN) Through Public Contract Code Section 20118.2

Chief Business Official, Allan Garde, addressed the Board regarding the Resolution 2017-18-10: Authorizing Procurement for Wide Area Network (WAN) Through Public Contract Code Section 20118.2 and stated that the purpose of this item was for the Board to approve the Resolution. Mr. Garde stated that Public Contract Code section 20118.2 recognizes technology and related equipment and services can be highly specialized, unique, and rapidly evolving in nature. This section allows school districts to consider multiple factors when awarding contracts for technology and related equipment and services. All AUSD sites have access to the Internet via a single fiber optic connection from the Albany High School to the Alameda County Office of Education. The AUSD WAN consists of fiber optic lines connecting all other AUSD school sites to AHS so that the school sites can communicate with other sites and access the Internet. The current contract for WAN services with Sunesys LLC expires 11/2018. A new contract is necessary at this time in order to apply for E-rate funding for next year. AUSD prepared and published an RFP in October 2017. Bids were due on November 9, 2017. Two bids were received by the deadline and were evaluated for cost and other considerations. The Sunesys bid was the low bid and was selected to continue to provide WAN services. An Intent to Award the bid to Sunesys was posted on the AUSD website on 11/11/17.

The Board and staff discussed that Public Contract Code section 20118.2 requires the Board to make a finding that utilizing this procurement method is in the best interest of the District. Approval of Board Resolution 2017-18-10: Authorizing procurement for wide area network (WAN) services through Public Contract Code section 20118.2 makes this finding. Mr. Garde stated that in the future staff will follow the appropriate process of presenting a resolution to the Board for approval to solicit proposals in advance of selecting a proposal. The Sunesys contract will start next school year and will run through June 30, 2022. An optional one year extension is available after the main term of the contract expires. Sunesys will provide the fiber optic connections between all school sites (except the District Office) and Albany High School with a data rate of 1 Gbps (gigabit per second). A provision to increase the data rate is included in the contract in the event that AUSD has increased data needs during the term of the contract. The Master License Agreement and Fiber License with Sunesys has been reviewed by legal counsel (to view the discussion, visit [www.ausdk12.org](http://www.ausdk12.org)).

The Board requested the following revisions: NOW, THEREFORE, THE BOARD OF EDUCATION OF THE ALBANY UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

President Black requested a motion to Revise & Approve: Resolution 2017-18-10: Authorizing Procurement for Wide Area Network (WAN) Through Public Contract Code Section 20118.2. Motion by Member Blanchard, seconded by Member Trutane. The Board was polled and passed unanimously.

#### 12. Agreement with Sunesys, LLC for Procurement of Wide Area Network (WAN) Services

Chief Business Official, Allan Garde, addressed the Board regarding the Agreement with Sunesys, LLC for Procurement of Wide Area Network (WAN) Services and stated that the purpose of this item was for the Board to approve the contract for the fiber optic connections that form the AUSD Wide Area Network (WAN). Mr. Garde stated that all AUSD sites have access to the Internet via a single fiber optic connection from the Albany High School to the Alameda County Office of Education. The AUSD WAN consists of fiber optic lines connecting all other AUSD school sites to AHS so that the school sites can communicate with other sites and access the Internet. The current contract for WAN services with Sunesys LLC expires 11/2018. A new contract is necessary at this time in order to apply for E-rate funding for next year. AUSD prepared and published an RFP in October 2017. Bids were due on November 9, 2017. Two bids were received by the deadline and were evaluated for cost and other considerations.

The Board and staff discussed that the Sunesys bid was the low bid and was selected to continue to provide WAN services. An Intent to Award the bid to Sunesys was posted on the AUSD website on 11/11/17. The Sunesys contract will start next school year and will run through June 30, 2022. A optional one year extension is available after the main term of the contract expires. Sunesys will provide the fiber optic connections between all school sites (except the District Office) and Albany High School with a data rate of 1 Gbps (gigabit per second). A provision to increase the data rate is included in the contract in the event that AUSD has increased data needs during the term of the contract. The Master License Agreement and Fiber License with Sunesys has been reviewed by legal counsel. The current equipment in operation is almost five years and two generations of equipment old. The District cannot add new equipment planned for the Albany Middle School Annex to the current system and has been delaying technical upgrades until a systemwide upgrade is needed and most cost-effective. After the discussion, the Board requested that staff provide additional information regarding the Agreement with Sunesys, LLC for Procurement of Wide Area Network (WAN) Services. The Board requested that the item be tabled and placed on the agenda of the next regularly scheduled Board of Education meeting under Review & Action to provide staff time to provide the information (to view the discussion, visit [www.ausdk12.org](http://www.ausdk12.org)).

President Black requested a motion to Table: Agreement with Sunesys, LLC for Procurement of Wide Area Network (WAN) Services. Motion by Member Blanchard, seconded by Ross Stapleton-Gray. The Board was polled and passed unanimously.

## L) REVIEW AND DISCUSSION

### 1. 2018-2019 Governor's Budget Proposal

Chief Business Official, Allan Garde, addressed the Board regarding the 2018-2019 Governor's Budget Proposal and stated that the purpose of this item was for the Board to review and discuss the projected financial impacts of the Governor's 2018-2019 Budget Proposal. On January 10, 2018, the Governor released his initial budget proposal for the 2018-2019 fiscal year. The Governor's Budget Proposal marks the basis for building the Albany Unified School District budget for the following year. Subsequent steps are required at both the State and District levels. Subsequent State steps range from the Governor's May Revise to the Governor's line-item vetoes and approval by June 30th. Subsequent District steps range from reviewing enrollment and staffing ratios to Board approval of the Local Control Accountability Plan and Budget prior to June 30th. The Board, staff, and community discussed how the 2018/19 Budget went from a shortfall of \$2.4M down to a shortfall of \$1.8M when the 1st Interim was presented, then to a shortfall of \$0.3M based on the Governor's Budget Proposal. Mr. Garde stated that the shortfall decreased because of expenditure reductions noted at the December 5th Special Board Meeting, a one-time transfer of funds from Fund 17, additional revenues from the



State through fully implementing LCFF, and one-time funds currently proposed by the Governor. Beyond 2018/19, the annual shortfall is still consistently around \$2.0M, even while maintaining the expenditure reductions from the December 5th Special Board Meeting and having LCFF fully implemented (to view the discussion, visit [www.ausdk12.org](http://www.ausdk12.org)).

## 2. Budget Committee

Chief Business Official, Allan Garde, addressed the Board regarding the Budget Committee and stated that the purpose of this item was for the Board to review and discuss having a Board Appointed Budget Committee rather than maintaining the current Budget Work Group. Mr. Garde stated that when considering a Board Appointed Budget Committee, there are many factors to review that include the Board formally advertising and soliciting interest and approving each member, adhering to the Brown Act by posting meeting agendas 72 hours in advance, recording meeting minutes, and assigning a President to facilitate the meetings and a Secretary to record meeting minutes.

The Board, staff, and community discussed some of the desired purposes and charges of a Board Appointed Budget Committee that include facilitating understanding between the Board and Albany community by acting as a complement to the Board's own regular public meetings and citizen outreach efforts. Also, communicating the community's concerns or satisfaction to the Board about building and renovation plans. And communicating the Board's intentions about bond projects to the community. The Board, staff, and community discussed the desired composition of a Board Appointed Budget Committee and continuity was called out as an important factor. The composition of the Board Appointed Budget Committee would be two teachers/counselors from each school site (10), one parent/guardian from each school site (5), two school site administrators, one representative from the Service Employees International Union (SEIU), and one representative from the California School Employees Association (CSEA). Also in attendance would be two Board Members, one Student Board Member, Superintendent Williams, and Chief Business Official, Allan Garde. The Board Appointed Budget Committee would total 24 participants. There are currently several vacant seats that would need to be filled to transition from the current Budget Work Group (to view the discussion, visit [www.ausdk12.org](http://www.ausdk12.org)).

After a discussion, the Board requested that an item titled Board Appointed Budget Committee be placed on the agenda of a regularly scheduled Board of Education meeting under Review & Action.

### M) EXTEND TIME OF MEETING TO 9:45 P.M.

President Black stated that a vote was needed to extend the meeting time past 9:05 p.m.

President Black requested a motion to Approve: Extend Time of Board Meeting to 9:45 p.m. Motion by Member Blanchard, seconded by Vice President Stapleton-Gray. The Board was polled and passed unanimously.

### N) EXTEND TIME OF MEETING TO 10:10 P.M.

President Black stated that a vote was needed to extend the meeting time past 9:45 p.m.

President Black requested a motion to Approve: Extend Time of Board Meeting to 10:10 p.m. Motion by Member Blanchard, seconded by Vice President Stapleton-Gray. The Board was polled and passed unanimously.

### O) REVIEW AND DISCUSSION(continued)

## 1. Special Education

Superintendent Williams, addressed the Board regarding Special Education and stated that the purpose of this item was for the Board to receive an update on issues raised regarding Special Education staffing. At the November 28, 2017 Board meeting, Special Education teachers and paraeducators shared their concerns, ideas and recommendations to improve the quality of service to students with special needs. Recommendations ranged from changes to Special Education staffing to include a designated clerk, increasing paraeducator salaries and providing professional development to paraeducators, to addressing the challenge of ensuring attendance and coverage as mandated by students' educational plans. Superintendent Williams introduced Diane Marie, Director III Special Education, who provided an update on some of those recommendations and provided information about scheduled meetings with teachers and paraprofessionals. Director Marie stated that Program Specialists met with paraeducators at all sites and with Special Education teachers to discuss staffing concerns and potential solutions. Also, a survey was given to paraeducators to gather their input and feedback. In addition, a meeting was held with two Special Education teachers, one general education teacher, and one ATA Co-President to seek clarification on the recommendations presented to the Board at a previous Board meeting. A meeting was also held with paraprofessionals at one elementary school, and meetings with Special Education teachers and paraprofessionals are being scheduled over the next two weeks at all sites.

After the update, many speakers addressed the Board and raised concerns that are reflected in the following statements shared at the meeting.

Student Board Member Attanayake addressed the Board and shared the following email he received.

Dear Mr. Attanayake,

I teach science at Albany Middle School, where I have taught for the last 18 years. I appreciate that you are taking the time to examine our district's special education practices more closely. I know that you are facing some difficult decisions in terms of budget cuts, and so I believe it is all the more important that you are looking into special education at this time. I listened with great interest to the report from the director of special education at the previous board meeting. I think the report leaves out some important details to think about. In the long run, I am worried that by penny pinching in ineffective ways, the district is setting itself up to get sued.

One example of this is the way that para educators are scheduled. It was glossed over very quickly in the report, but essentially they either work from 8:00-2:30 or 8:30-3:00. Perhaps that is workable in elementary school, where the teacher and para are partnering all day long with the same set of students. However, it is a disaster in middle school and high school. Last year, for example, I had two high needs special education students in my 8th period class. Both were students with autism, and really needed the para that was scheduled to be in my class each day. However, the para was scheduled only until 2:30. Since 8th period runs from 2:15-3:05, this means that these students got their para support for 15 minutes each day. The other 35 minutes every day, or two-thirds of the time, they were without support. The students not only didn't get support with the activity of the day in my science class, but they also didn't get the support of closing out the day-- making sure they know what homework they have, thinking about what books and supplies they might want to grab from their lockers, hurrying them along to get to the bus that takes them home, etc.

Not only does the shortened-day schedule of para's neglect the needs of the students as required by law in their IEP's, it also puts the teacher in an awkward position. Does the teacher just make the best of it? Or does the teacher encourage parents to push for the services their child needs in the IEP process?

Just as additional information for you, this was a somewhat unusual situation, as normally para's are reserved solely for language arts and math classes. Generally science does not get para educators unless there is a very high needs student. We are expected to do the best we can to support students without any para support. As you can imagine, this severely limits how well we are able to teach that student, as well as the rest of the students in that class.

There are certainly many more examples of this type of penny pinching that I worry will cost the district much more money in the long run. As the parent at the previous board meeting said, "You can pay now, or you can pay later." I maintain that now is not the time to make any cuts to special education, but instead to take a much closer look at how we are spending the money we have. Perhaps there is a more effective way to spend this money so that each student is actually receiving the services they need. I believe we should allocate more of our current resources to para's. The pay needs to be higher so that we can attract more good applicants.

We also need to find ways to improve their work conditions so that we decrease turnover and increase attendance. And we need to find ways to provide times that they can meet with teachers. Currently there is no way for a teacher and a para to collaborate on how best to meet a student's needs other than during instructional time, with a class full of students waiting. Even if we had a time once a month, that would make a huge difference in our effectiveness in meeting students' needs. I really want to emphasize to you the importance of the para educators to the students' academic growth; they are invaluable.

Thank you again for your attention to this extremely important program.

Robin Cooper

Karen Bonini, AUSD teacher, addressed the Board and shared the following.

To Whom It May Concern:

My name is Olinda Scherr I began working as a paraeducator on March 14th 2000. Today, 18 years later, my salary is that of \$21,609.00. A salary considered by the US Census to be poverty wage. Over the course of 18 years I have worked with an array of students whose ages' range from preschool to high school transition program and disabilities from moderately to severely disabled. I accepted this position graciously because I knew that my assistance would greatly impact the lives of my students many of whom are often segregated from other students and whom feel awkward and uncomfortable in school settings. My work to uplift students and assist them to reach their greatest potential academically and socially has not been easy.

Throughout my time with Albany Unified school district I have experienced abuse by students with disabilities. I have been spat on, kicked, pinched, hit and verbally abused by my students. Granted my students have-melltai disabilities, however it takes a strong willed person who is dedicated and committed to changing their lives to tolerate this abuse and continue to work hard towards improving my students' lives and that is what I do when I wake up every morning to help my



students.

While my job is gratifying to know that I am helping the disabled community overcome obstacles and integrate into mainstream society I feel as though myself and other aids are being put aside and neglected because of our low wages. In addition to this job that is physically and mentally exhausting, myself, and other aids have had to take on second and third jobs at times simply to make ends meet. Being the base of AUSD special education program we deserve to be compensated with wages that reflect our hard work and dedication towards education and improving the lives of our special needs students.

Janet Teal, AUSD teacher, addressed the Board and shared the following:

My name is Janet Teal: I am currently in my 34th year of teaching at AMS. Although I have been a general education teacher for many years, I have my master's in special education, and have worked as both a resource specialist and a special day class teacher.

The number one problem that I have experienced over the past few years is that many of our RSP students are not getting the services that are legally mandated in their IEP's. More specifically, there is often no one coming to support them in their general education classes. And for many of our RSP students, these are the only special ed services they are supposed to receive, as many are not enrolled in a period of lab. When I say, not getting services, I am not talking about occasional absences, but rather not receiving services 80-90% of the school year.

This is an ongoing problem:

Specifically, in the 2016-2017 school year, I had RSP students whose IEPs mandated daily in-class support. After some schedule changes, and many para absences, there was absolutely no para support beginning in mid-December of last year. By January 1st I began sending a series of emails asking when a para would be assigned to my room. No one was ever permanently assigned to my students, There was a revolving door of different para subs whose attendance became more and more sporadic because they were assigned to different sites, and soon they stopped coming completely. The net result was that my RSP students did not receive any support for well over 75% of their academic year.

This year the pattern is repeating itself. The para assigned to my students went on an extended leave in the fall, and no one has been assigned to replace her. Occasionally (maybe one period every other week on average which is 10% of their IEP mandated time) a substitute para (almost always a different person) will show up, always unannounced and ask me who they should work with and what I want them to do. As helpful as these paras want to be, I cannot stop teaching to try to point out which students they should be working with, and bring them up to speed on curriculum while my whole class sits waiting. Nor can the para help students with, for example, reading questions on a book that he/she has not read. (And what do I say to the parent of a student who is currently failing, because he has only received para support 10% of the time, and each time with a different person?)

Why am I here?

Why am I here at the Board meeting? Appearing here should be, and is, in fact, my last resort, and the culmination of a series of written appeals over two academic years:

I have gone through all of the proper channels over the past couple of years, and have been frustrated in the lack of results, much less an acknowledgment that there is even a problem to begin with. As Exhibit A: (see 2 packets of emails) This double-sided of emails is from last year, and these are from this year.

The responses (included in the packets shown) I have gotten from the district office have included the following:

- 1) Emails stating there is no para shortage. That according to their numbers, AMS has a para/SPED student ratio of 1:4. I do not doubt the accuracy of these numbers, but it has nothing to do with the reality of whether or not students are actually receiving services. There are two problems with this 1:4 ratio response
  - a) It does not take into account the number of students who require 1:1 paras, which are in the double-figure range at AMS. So, for example, conservatively speaking, if You have 12 students who need 1:1 paras, that changes this ratio considerably. Now We are talking about a 1:8 or 1:12 ratio.
  - b) It completely ignores the fact that we have an extremely high absentee rate among paras, and that there aren't enough substitutes to begin to fill the needs. Furthermore, we have a triage system, so if a one-to-one is absent, RSP paras are pulled from the regular classrooms, and any substitute paras are also sent to work with the students with the greatest needs. The domino effect is that RSP students in general education classes end up going without services for weeks or even months at a time.
- 2) Emails stating that the problem is with scheduling and that if we cluster students (a system we tried last year that was not successful, by the way), there will be no shortage. So what does clustering look like? It involves tracking several RSP students, or placing SDC students and RSP students in a classroom and having them share one para. On paper, this does indeed solve a problem, but in reality it does not begin to meet the educational needs of our students.

*It feels both disrespectful and dismissive that, instead of at least acknowledging that there is a problem with para support, much less offer a solution, these communications essentially state that there is no shortage according to the district's numbers, as if our reality does not exist.*

*Even more frustrating, the communications are coming from administrators who are issuing these responses without ever having visited my classroom, or any classroom at AMS, to my knowledge.*

What are some possible solutions? These are things I have asked for in writing since last year that have, frankly, been ignored.

Start with a needs assessment:

- 1) Gather information from the GE teachers as to what the reality of resource support is in their classrooms. This could be accomplished by:

a) meetings with GE teachers to find out the reality of what is going on in our classrooms and to learn about our concerns.

and:

b) do a systematic gathering of data over time as to how many periods per week RSP students are not receiving the services mandated by their IEPs

2) Follow up with an action plan. Once the district acknowledges the magnitude of the problem, what are we going to do about it? What are the solutions, and timelines for implementing them, in short, *where is our accountability?*

3) Strengthen communication/ between district office and teachers at site level:

a) Instead of just sending out yet another email (which GE teachers never receive) stating that there are 12 paras out district-wide with no substitutes, become a part of the solution. We realize there are hiring difficulties, but this situation has been going on for the past few years! What are our students supposed to do in the meantime?

One proposal: An open invitation to district office administrators not to visit/observe but to pitch in.

*Roll up your sleeves, come to the middle school and fill in for an absent para for the day, or better yet, for as many days as it takes to get the students served.*

Although just a stop-gap solution, the potential benefits would be numerous:

- 1) Administrators could experience (not observe) what the paras deal with on a daily basis.
- 2) RSP paras wouldn't have to be pulled from the GE classrooms
- 3) Actually being on site would give administrators a better idea of what some of the difficulties are, and give them an opportunity to actually talk with teachers on a formal and informal basis.
- 4) A "boots on the ground" approach might lead to improved collegiality where teachers feel that district office administrators are willing to work together as a team, rather than direct from a distance.

This scenario is not without precedent. Last year during our power outage, the entire directorial staff came from the DO to help manage the turmoil during the ensuing difficulty of trying to manage our student population in the dark without access to computers to monitor their release to their parents. It was actually a morale booster to see the DO directors come to work side by side with our staff. I would also venture to say, that just because the lights are on, doesn't mean that we are not in a crisis situation.

The bottom line is, the fact that so many of our students are not getting the RSP services to which they are legally entitled is a problem that should not be ignored. Parents put their trust in us that we are actually delivering the services in the children's IEP's. As a teacher and a parent, I often ask myself what steps I would take if this were my own child who was not receiving the services essential for his

learning, and this is why I am fighting so hard to get this resolved. I ask you each of you to do the same.

After a lengthy discussion about the concerns raised by speakers, the Board requested that a Special Education Update be placed on the agendas of upcoming regularly scheduled Board of Education meetings under Staff Report until further notice (to view the discussion, visit [www.ausdk12.org](http://www.ausdk12.org)).

#### O) AGENDA ITEMS/MATTERS INTRODUCED BY THE BOARD

The Board requested that the following item be placed on the agendas of upcoming regularly scheduled Board of Education meetings under Staff Report until further notice:

- Special Education Update

#### II. ADJOURNMENT

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board Meetings shall be adjourned at 9:30 p.m. unless extended to a specific time determined by a majority of the Board.

The Board adjourned at 10:10 p.m.

#### FUTURE BOARD MEETINGS

Date	Time	Location
February 13, 2018	7:00 – 9:30 p.m.	Albany City Hall
February 27, 2018	7:00 – 9:30 p.m.	Albany City Hall

## ***Personnel Assignment Order: Pending Approval***

**BOE Meeting**      2/27/2018

### **Class    Certificated**

#### ***Category: Leave***

<i><b>Position</b></i>	<i><b>Name</b></i>	<i><b>Reason</b></i>	<i><b>Site</b></i>	<i><b>FTE/Amt</b></i>	<i><b>Effec Date</b></i>	<i><b>End Date</b></i>	<i><b>Action</b></i>	<i><b>Funding</b></i>
Counselor	Britton, Kelly		AMS	1.0 FTE	2/26/18	6/15/18	Approve	
Teacher	Hubbard, Rachel		AHS	1.0 FTE	3/5/18	6/15/18	Approve	

#### ***Category: New Hire***

<i><b>Position</b></i>	<i><b>Name</b></i>	<i><b>Reason</b></i>	<i><b>Site</b></i>	<i><b>FTE/Amt</b></i>	<i><b>Effec Date</b></i>	<i><b>End Date</b></i>	<i><b>Action</b></i>	<i><b>Funding</b></i>
Long Term Substitute Teacher	Hendrickson, Lori		MA	\$175.00/day	4/16/18	5/25/18	Approve	GF
Long Term Substitute Teacher	Mclsaac, Brittany		OV	\$175.00/day	3/8/18	6/15/18	Approve	GF
Long Term Substitute Teacher	Wilkerson, Carrie		AHS	\$175.00/day	03/05/18	06/15/18	Approve	GF
Substitute Teacher	Ernst, Joseph		DW	\$140.00/day	2/1/18		Approve	GF
Substitute Teacher	Maser, Colette		DW	\$140.00/day	2/5/18		Approve	GF
Substitute Teacher	Merlino, Marilyn		DW	\$140.00/day	2/1/18		Approve	GF

**BOE Meeting**      **2/27/2018**

***Category: Separation of Service***

<b><i>Position</i></b>	<b><i>Name</i></b>	<b><i>Reason</i></b>	<b><i>Site</i></b>	<b><i>FTE/Amt</i></b>	<b><i>Effec Date</i></b>	<b><i>End Date</i></b>	<b><i>Action</i></b>	<b><i>Funding</i></b>
Teacher	Hahn-Taylor, Jessica		Sp E	1.0 FTE	2/16/18		Approve	
Teacher	McGranahan-Holley, Lau		Sp E	1.0 FTE	6/15/18		Approve	
Teacher	Souther, Emily		OV	.2 FTE	6/15/18		Approve	
Teacher	Warren, Lisa		CO	.8 FTE	6/15/18		Approve	

**Class    Classified**

***Category: New Hire***

<b><i>Position</i></b>	<b><i>Name</i></b>	<b><i>Reason</i></b>	<b><i>Site</i></b>	<b><i>FTE/Amt</i></b>	<b><i>Effec Date</i></b>	<b><i>End Date</i></b>	<b><i>Action</i></b>	<b><i>Funding</i></b>
Coach, Head JV Baseball	McNulty, Lauren	Share w/Jones	AHS	\$735.51	17/18 SY		Approve	GF
Coach, Head JV Basketball	McNulty, Lauren	Share w/Anderson	AHS	\$736.52	17/18 SY		Approve	GF
Coach, Head JV Boys Basketball	Green, Jeremy		AHS	\$2,946.06	17/18 SY		Approve	GF
Coach, Head Var Baseball	Ely, Frank	Share w/West	AHS	\$1,693.98	17/18 SY		Approve	GF
Coach, Head Var Baseball	West, Josh	Share w/Eily	AHS	\$1,693.98	17/18 SY		Approve	GF
Coach, Head Var Softball	Orama, Hazel	Share w/Henderson	AHS	\$1,500.00	17/18 SY		Approve	GF

**Monday, February 19, 2018**

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**BOE Meeting**      2/27/2018

Coach, Head Wrestling	Griffin, Jason	AMS	\$2,307.75	17/18 SY	Approve	GF
Para-educator: Spec Ed	Cotsirilos, Joseph	DW	.8 FTE	1/23/18	Approve	Sp Ed
Para-educator: Spec Ed	Jain, Anjai	DW	.333 FTE	1/25/18	Approve	Sp Ed
Para-educator: Spec Ed	Medrano, Erik	DW	.8 FTE	1/30/18	Approve	Sp Ed
Yard Aide	Azevedo, Amanda	CO	.25 FTE	1/11/18	Approve	GF

**Class Student Worker***Category: Student Worker*

<i>Position</i>	<i>Name</i>	<i>Reason</i>	<i>Site</i>	<i>FTE/Amt</i>	<i>Effec Date</i>	<i>End Date</i>	<i>Action</i>	<i>Funding</i>
Avail upon bd. Req.								

**Class Uncompensated Service***Category: Volunteer*

<i>Position</i>	<i>Name</i>	<i>Reason</i>	<i>Site</i>	<i>FTE/Amt</i>	<i>Effec Date</i>	<i>End Date</i>	<i>Action</i>	<i>Funding</i>
	Fagan, Jacob				2/28/18		Approve	
	Levin, Sydney				2/28/18		Approve	
	Pomar, Justine				2/28/18		Approve	

***BOE Meeting***      **2/27/2018**

Schultz, Garth	2/28/18	Approve
Sicard, Andre	2/28/18	Approve
Tipling, Ayako	2/28/18	Approve
Urbania, Thomas	2/28/18	Approve



## January 2018 Warrant Listing

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
51007496	01/03/2018	ACSIG - DELTA DENTAL	010-9534	09/17 COBRA DENTAL	315.59	
				09/17 DENTAL	42,679.60	42,995.19
51007497	01/03/2018	DELTA DENTAL	010-9534	01/18 DELTA DENTAL		8,443.77
51007498	01/03/2018	PROCARE THERAPY, INC.	010-5800	DISTRICT NURSE		1,350.00
51007499	01/03/2018	UC REGENTS UC BOTANICAL GARDENS	010-5810	01/25/18 MARIN TRIP		156.00
51007777	01/05/2018	ACSIG - VISION INSURANCE	010-9534	01/18 VISION		9,479.05
51007778	01/05/2018	ANTI-DEFAMATION LEAGUE ADL	120-4300	NPFH PINS, STICKERS & WRISTBANDS - ACC	142.68	
				Unpaid Sales Tax	12.68-	130.00
51007779	01/05/2018	ALBANY STEEL, INC	010-4300	STEEL - MAINT		782.01
51007780	01/05/2018	ALHAMBRA	010-4300	AAC WATER DELIVERY	43.78	
			130-4700	FOOD SERVICE WATER DELIVERY	15.82	59.60
51007781	01/05/2018	AT&T	010-5930	11/07-12/06 SERVICE	90.42	
				11/19-12/18 SERVICE	1,791.79	
			120-5930	11/19-12/18 SERVICE	18.97	1,901.18
51007782	01/05/2018	CYNTHIA ATTIEYEH C/O DISTRICT OFFICE	010-4315	08/17-12/14 MILEAGE REIMB		123.05
51007783	01/05/2018	AUTOMATIC RESPONSE SYSTEMS	010-5800	DISTRICT OFFICE SHREDDING SERVICE		75.00
51007784	01/05/2018	BART GROUP SALES	010-5810	TICKETS FOR MARIN TRIP TO THE OAKLAND MUSEUM		116.20
51007785	01/05/2018	BATTALION ONE	010-5670	DISTRICT FIRE ALARM SERVICE & REPAIR	5,715.04	
				FIRE ALARM MONITORING	540.00	6,255.04
51007786	01/05/2018	CDW GOVERNMENT INC	010-4300	AHS CHROMEBOXES	2,575.49	
				DONATION - AMS DIGITAL MULTIMEDIA RECEIVER	42.24	2,617.73
51007787	01/05/2018	COPY EXPRESS	010-4300	AMS PRINTING SERVICES		164.62
51007788	01/05/2018	CRYSTAL CREAMERY	130-4700	17/18 DAIRY		597.46
51007789	01/05/2018	DERIVI CASTELLANOS ARCHITECTS	212-6265	PROJECT MGMT- AMS ANNEX		19,174.35
51007790	01/05/2018	PARENT	010-5827	* TRAVEL EXPENSES		480.04
51007791	01/05/2018	GOPHER SPORTS	010-4300	MARIN PE EQUIPMENT		498.91
51007792	01/05/2018	KONICA MINOLTA BUSINESS SOLUTIONS INC.	010-5610	MARIN COPIER USAGE	35.60	
				SPECIAL EDUCATION COPIER USAGE	228.70	264.30
51007793	01/05/2018	Learning A-Z	010-4300	CORNELL RADZ-KID SUBSCRIPTION RENEWALS		1,709.10
51007794	01/05/2018	NATASHA D. LIMONES	010-5825	PSW FOCUS GROUP, RESEARCH DESIGN - SELPA		3,450.00
51007795	01/05/2018	Mail Finance	010-5610	DO POSTAGE MACHINE LEASE		571.66
51007796	01/05/2018	DIANE MARIE C/O DISTRICT OFFICE	010-4315	MILEAGE REIMBURSEMENT	237.18	

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## January 2018 Warrant Listing

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
51007796	01/05/2018	DIANE MARIE C/O DISTRICT OFFICE	010-5200	REIMBURSEMENT FOR TRAVEL/PD EXPENSES	251.45	488.63
51007797	01/05/2018	HOUGHTON MIFFLIN HARCOURT	010-4300	CORNELL MATH MATERIALS		937.46
51007798	01/05/2018	MARGALIT MATHAN C/O SPECIAL SERVICES	010-5200	REIMB FOR TRAVEL EXPENSES		316.07
51007799	01/05/2018	MICHAEL BAKER INTERNATIONAL	212-6172	TRAFFIC STUDY FOR AMS ANNEX		432.50
51007800	01/05/2018	MICHAEL'S TRANSPORTATION SRV	010-5810	12/07 AHS TRIP TO BLACK DIAMOND MINE		1,849.50
51007801	01/05/2018	MICHELE MOORE	010-5825	SERVICES & ASSESSMENTS FOR VISUALLY IMPAIRED		500.00
51007802	01/05/2018	NATIONAL COUNCIL FOR THE SOCIAL STUDIES	010-5200	REGISTRATION FOR NATIONAL SOCIAL STUDIES CONF.		1,600.00
51007803	01/05/2018	OFFICE DEPOT	010-4300	AHS SUPPLIES	33.56	
				AMS SUPPLIES	652.05	
				CORNELL SUPPLIES	938.35	
				DO SUPPLIES	7.01	
				DONATION - CORNELL SUPPLIES	1,593.10	
				DONATION - OCEAN VIEW SUPPLIES	40.14	
				MARIN SUPPLIES	21.94	
				OCEAN VIEW SUPPLIES	144.30	
				SELPA SUPPLIES	250.47	3,680.92
51007804	01/05/2018	PROCARE THERAPY, INC.	010-5800	DISTRICT NURSE		450.00
51007805	01/05/2018	PRUDENTIAL OVERALL SUPPLY	010-5800	DISTRICT UNIFORM SERVICE		1,434.25
51007806	01/05/2018	RASKOB INSTITUTE	010-5825	Basic Education		1,766.70
51007807	01/05/2018	SCHOOL OUTFITTERS	010-4300	CORNELL CLASSROOM CHAIRS		1,956.68
51007808	01/05/2018	JULIE SEN C/O DISTRICT OFFICE	010-4305	REIMB FOR CURRICULUM COMMITTEE MEETING SUPPLIES		9.84
51007809	01/05/2018	TSANG WAI-MAN C/O AUDS CENTRAL KITCHEN	Cancelled	REIMB FOR WORK SHOES		80.00 *
		Cancelled on 01/09/2018, Cancel Register # AP01102018				
51007810	01/05/2018	U S GAMES	010-4300	OCEAN VIEW PE EQUIPMENT		187.85
51007811	01/05/2018	Verizon Wireless	010-5930	SELPA CELL PHONE SERVICE		112.80
51007812	01/05/2018	WEST ED	010-5825	EMERY USD UDL TRAINING - SELPA		2,700.00
51007813	01/05/2018	WESTERN PSYCHOLOGICAL SERVICES	010-4300	SPECIAL EDUCATION MATERIALS		331.99
51007814	01/05/2018	YMCA CAMP CAMPBELL OUTDOOR SCIENCE SCHOOL	010-5810	17/18 OV CAMP CAMPBELL TRIP		500.00
51008605	01/10/2018	3 DAY BLINDS	010-4300	CORNELL BLINDS		260.67
51008606	01/10/2018	ACSIG - DELTA DENTAL	010-9534	01/18 COBRA DENTAL	405.00	
				01/18 DENTAL	41,652.68	42,057.68
51008607	01/10/2018	ACSIG	010-5450	DEDUCTIBLE - 537353		5,000.00
51008608	01/10/2018	BARBARA AIMINO C/O SPECIAL SERVS	010-5200	REIMB FOR TRAVEL EXPENSES		100.16

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## January 2018 Warrant Listing

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
51008609	01/10/2018	ALAMEDA COUNTY OFFICE OF ED	010-5200	REGISTRATION FOR 12/17 ELPAC ACADEMY		500.00
51008610	01/10/2018	ALHAMBRA	010-4300	DISTRICT OFFICE WATER DELIVERY		38.78
51008611	01/10/2018	ALLIED CONSTRUCTION	010-5670	REPAIR OV MAIN OFFICE LEAK		5,741.00
51008612	01/10/2018	AQUA SOURCE	010-5670	AAC MONTHLY MAINT		1,163.00
51008613	01/10/2018	AUSD REVOLVING FUND	010-4300	12/15/17 CREDIT CARD STATEMENTS (1264, 7074, 7817, 5414)	643.15	
			010-4305	12/15/17 CREDIT CARD STATEMENTS (1264, 7074, 7817, 5414)	649.01	
			010-5200	12/15/17 CREDIT CARD STATEMENTS (1264, 7074, 7817, 5414)	2,428.69	
			010-5800	12/15/17 CREDIT CARD STATEMENTS (1264, 7074, 7817, 5414)	179.30	
				12/17 SERVICE FEES	262.91	
			010-5825	12/15/17 CREDIT CARD STATEMENTS (1264, 7074, 7817, 5414)	1,764.50	
			010-5930	12/15/17 CREDIT CARD STATEMENTS (1264, 7074, 7817, 5414)	206.25	
			010-8699	RETURNED CK# 1239	24.00	6,157.81
51008614	01/10/2018	BEYOND THE CLASSROOM	010-5825	SPECIALIZED ACADEMIC INSTRUCTION, AUDIOLOGY MAINT		239.25
51008615	01/10/2018	BONAMI BAKING	130-4700	BREAD		620.00
51008616	01/10/2018	BYU INDEPENDENT STUDY	010-5800	17/18 VARIOUS INDEPENDENT STUDY COURSES		408.00
51008617	01/10/2018	CAS Inspections, Inc. Neil Brodhead	211-6261	INSPECTOR OF RECORD SERVICES - AMS ANNEX PROJ		9,000.00
51008618	01/10/2018	CENTER HARDWARE & SUPPLY CO	010-4300	MAINT HARDWARE		575.32
51008619	01/10/2018	CHALK SCHOOLS	010-5830	CHALK SCHOOLS LICENSE FEE		1,583.33
51008620	01/10/2018	CONTRA COSTA COLLEGE CASHIER'S OFFICE	010-4300	FALL 2017 SPONSORED STUDENT FEES		24.00
51008621	01/10/2018	PARENT	010-5827	* SPECIALIZED ACADEMIC INSTRUCTION		2,600.00
51008622	01/10/2018	CREST/GOOD MFG. CO.	010-4300	DISTRICT PLUMBING SUPPLIES		47.04
51008623	01/10/2018	CRYSTAL CREAMERY	130-4700	17/18 DAIRY		586.45
51008624	01/10/2018	CULTURE SHOCK YOGURT	130-4700	YOGURT		513.60
51008625	01/10/2018	DANIELSEN	130-4700	FOOD & SUPPLIES	4,346.46	
			130-4710	FOOD & SUPPLIES	246.45	4,592.91
51008626	01/10/2018	EBMUD	010-5555	10/23-12/26 SERVICE	1,406.24	
				11/17-12/19 SERVICE	1,820.62	3,226.86
51008627	01/10/2018	Employment Development Dept	010-9535	2017 4th QTR SUI		3,076.24
51008628	01/10/2018	ENCYCLOPEDIA BRITANNICA	010-4100	ONLINE SCHOOL EDITION RENEWAL		2,720.00

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## January 2018 Warrant Listing

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
51008629	01/10/2018	FAGEN FRIEDMAN & FULFROST, LLP	010-5826	11/17 LEGAL FEES		7,428.63
51008630	01/10/2018	FALTZ ASSOCIATES INC.	010-5825	SPEECH THERAPY SERVICES		145.50
51008631	01/10/2018	FEDEX	010-5920	SHIPPING CHARGES		54.36
51008632	01/10/2018	TONY FENG C/O AUSD CENTRAL KITCHEN	130-4300	REIMB FOR WORK SHOES		80.00
51008633	01/10/2018	FOOD 4 THOUGHT, LLC	130-4700	FOOD		1,180.55
51008634	01/10/2018	GOLD STAR FOODS	130-4700	FOOD		7,483.03
51008635	01/10/2018	GREAT AMERICAN LEASING CORP.	010-5611	SELPA COPIER LEASE		211.83
51008636	01/10/2018	SHARON DE GUZMAN	130-8634	LUNCH REFUND		60.00
51008637	01/10/2018	GYMNASIUM - SPORTS FLOOR CO.	010-5670	REPAIR AMS GYM FLOOR		4,400.00
51008638	01/10/2018	Daniel Haller C/O District Office	010-4315	07/03-08/02 MILEAGE REIMB	31.14	
				08/07-12/04 MILEAGE REIMB	50.45	81.59
51008639	01/10/2018	Hayes Distributing Inc.	130-4700	FOOD		5,492.24
51008640	01/10/2018	Heinemann	010-4100	AMS CLASSROOM MATERIALS		11,843.14
51008641	01/10/2018	HERC EQUIPMENT RENTAL	010-5622	DISTRICT RENTAL EQUIPMENT		543.26
51008642	01/10/2018	HILLYARD/SAN FRANCISCO	010-4300	DISTRICT CUSTODIAL SUPPLIES	2,661.31	
			120-4300	ACC CUSTODIAL SUPPLIES	231.58	2,892.89
51008643	01/10/2018	CLELL HOFFMAN C/O CENTRAL KITCHEN	130-4315	07/17-12/17 MILEAGE REIMB		782.81
51008644	01/10/2018	ELLEN HOKE	010-5825	ORIENTATION & MOBILITY SERVICES		1,072.50
51008645	01/10/2018	HOME DEPOT INC.	010-4300	DISTRICT MAINTENANCE SUPPLIES		922.36
51008646	01/10/2018	HELEN JIANG C/O CENTRAL KITCHEN	130-4315	10/11-11/19 MILEAGE REIMB		30.18
51008647	01/10/2018	KONICA MINOLTA BUSINESS SOLUTIONS INC.	010-5610	AHS ATHLETICS COPIER USAGE	12.29	
				MARIN COPIER USAGE	683.33	695.62
51008648	01/10/2018	LINCOLN AQUATICS	010-4300	AAC SUPPLIES		2,250.64
51008649	01/10/2018	LOZANO SMITH	010-5826	11/17 LEGAL SERVICES		4,741.40
51008650	01/10/2018	MAGGIORA BAKING CO	130-4700	FOOD		213.50
51008651	01/10/2018	MARINA MECHANICAL	010-5670	AAC HVAC INSPECTIONS	3,150.00	
				DISTRICT HVAC REPAIRS	2,831.78	5,981.78
51008652	01/10/2018	SONG MIN	130-8634	LUNCH REFUND		28.00
51008653	01/10/2018	SIMIN MISSAGHI C/O FOOD SERVICES	130-4315	09/01-12/15 MILEAGE REIMB		14.12
51008654	01/10/2018	MOBILE MODULAR MGMT. CORP.	140-5621	AHS CONTAINER RENTALS		76.83
51008655	01/10/2018	O'CONNOR PEST CONTROL	010-5610	AHS & AMS PEST CONTROL		150.00
51008656	01/10/2018	OFFICE DEPOT	010-4300	D.O. SUPPLIES		61.66
51008657	01/10/2018	OFFICE DEPOT	212-4300	CLASSROOM FURNITURE		14,580.23
51008658	01/10/2018	OTIS ELEVATOR COMPANY	010-5610	AMS ELEVATOR SERVICE		148.84
51008659	01/10/2018	P & R PAPER SUPPLY COMPANY	130-4710	SUPPLIES		1,904.71
51008660	01/10/2018	PG&E	010-5520	11/18-12/19 SERVICE	329.48	
				11/20-12/20 SERVICE	12,401.26	

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## January 2018 Warrant Listing

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
51008660	01/10/2018	PG&E	120-5520	11/20-12/20 SERVICE	59.63	12,790.37
51008661	01/10/2018	Edward Pollard C/O Special Services	010-4315	MILEAGE REIMBURSEMENT		31.61
51008662	01/10/2018	PRIMIZIE FOODS	130-4700	FOOD		432.00
51008663	01/10/2018	PRUDENTIAL OVERALL SUPPLY	010-5800	DISTRICT UNIFORM SERVICE		769.97
51008664	01/10/2018	PARENT	010-5827	* ACADEMIC & TRANSPORTATION SERVICES		7,971.99
51008665	01/10/2018	RODAN BUILDERS	211-6201	AMS ANNEX PROJECT - PHASE II		158,241.50
51008666	01/10/2018	BANNER BANK - RETENTION	211-6201	AMS ANNEX PROJECT - PHASE II		31,766.00
51008667	01/10/2018	PABLO E. SANCHEZ	010-5800	TRIM AMS BUSHES	350.00	
				DISTRICT LANDSCAPING	3,900.00	4,250.00
51008668	01/10/2018	School Facility Consultants	212-6289	11/17 NEW CONSTRUCTION ELIGIBILITY		1,272.50
51008669	01/10/2018	SCI CONSULTING GROUP	010-5825	17/18 MEASURE J PARCEL TAX ADMIN	4,642.52	
				17/18 MEASURE LL PARCEL TAX ADMIN	4,600.00	9,242.52
51008670	01/10/2018	NICOLE SHIGETA C/O OCEAN VIEW	010-4300	DONATION - REIMB FOR CLASSROOM SUPPLIES		200.00
51008671	01/10/2018	SIMPLEXGRINNELL GRINNELL FIRE PROTECTION	010-5670	AHS FIRE ALARM		2,118.00
51008672	01/10/2018	SPEECH PATHOLOGY GROUP INC	010-5825	ASSESSMENT		72.50
51008673	01/10/2018	PARENT	010-5825	* TRANSPORTATION SERVICES		2,775.00
51008674	01/10/2018	STE CONSULTANTS, LLC	010-5825	COLLABORATION WITH STAFF		28.75
51008675	01/10/2018	APRIL STEWART C/O CORNELL SCHOOL	010-4300	DONATION - REIMB FOR SUPPLIES		77.51
51008676	01/10/2018	SUNESYS, LLC	010-5800	01/18 SERVICE		1,602.40
51008677	01/10/2018	SYSKO - SAN FRANCISCO	130-4700	FOOD & SUPPLIES	2,787.83	
			130-4710	FOOD & SUPPLIES	531.85	3,319.68
51008678	01/10/2018	TOSHIBA BUSINESS SOLUTIONS	010-5610	11/02-12/01 AMS COPIES		25.01
51008679	01/10/2018	DAVID TRACY C/O TECHNOLOGY	010-4315	11/17 MILEAGE REIMB		25.40
51008680	01/10/2018	TSANG WAI-MAN C/O AUSD CENTRAL KITCHEN	130-4300	REIMB FOR WORK SHOES		76.81
51008681	01/10/2018	PARENT	010-5827	* ACADEMIC SERVICES		12,900.00
51008682	01/10/2018	JOANNE RUTH WILE	010-5825	MENTAL HEALTH COORDINATOR		1,000.00
51008683	01/10/2018	WILLIAMS SCOTSMAN, INC.	250-5621	DISTRICT PORTABLE RENT		5,959.73
51009616	01/17/2018	A BETTER CHANCE SCHOOL	010-5825	BASIC EDUCATION AND RELATED SERVICES		10,325.75
51009617	01/17/2018	A3GEO, INC.	211-6262	GEOTECHNICAL ENGINEER OF RECORD - AMS ANNEX		10,375.00
51009618	01/17/2018	ALBANY HILL MINI MART	010-4300	FUEL FOR DISTRICT VEHICLES		701.87
51009619	01/17/2018	ALHAMBRA	010-4300	AAC WATER DELIVERY		36.79
51009620	01/17/2018	ALPHA ENTERPRISE	010-5622	DISTRICT CUSTODIAL EQUIPMENT REPAIRS		331.46
51009621	01/17/2018	AMERICAN LOGISTICS COMPANY	010-5825	TRANSPORTATION SERVICES		1,089.92

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51009622	01/17/2018	ARCO AM/PM	010-4300	FUEL FOR TRANSPORTATION VEHICLES		1,350.44
51009623	01/17/2018	ARROW GLASS COMPANY	010-4300	DISTRICT WINDOW REPAIRS/REPLACEMENTS		404.00
51009624	01/17/2018	BATTALION ONE	010-5670	FIRE ALARM MONITORING		225.00
51009625	01/17/2018	PARENT	010-5827	* ACADEMIC SERVICES		9,850.00
51009626	01/17/2018	CAREER STAFF UNLIMITED	010-5825	SCHOOL PSYCHOLOGIST SERVICES		7,125.00
51009627	01/17/2018	CENTER FOR EXCELLENCE IN EDUCATION	010-4300	AHS USABO REGISTRATION FEE		95.00
51009628	01/17/2018	CITY OF FORT BRAGG	010-4300	COPY OF 12/28/17 AUSD VAN ACCIDENT REPORT		25.00
51009629	01/17/2018	JESSICA CORTES C/O SPECIAL EDUCATION	010-4315	MILEAGE REIMBURSEMENT		277.33
51009630	01/17/2018	CRYSTAL CREAMERY	130-4700	17/18 DAIRY		10.68
51009631	01/17/2018	CSM CONSULTING, INC.	010-5800	E-RATE SERVICES		1,625.00
51009632	01/17/2018	DISCOUNT SCHOOL SUPPLY	120-4300	ACC CLASSROOM SUPPLIES		631.08
51009633	01/17/2018	EBMUD	010-5555	10/04-12/06 SERVICE	3,825.94	
				10/23-12/26 SERVICE	458.56	4,284.50
51009634	01/17/2018	EUNICE GOURMET	010-4305	SANDWICHES - BOE		189.00
51009635	01/17/2018	FESTIVALS OF MUSIC MUSIC IN THE PARKS	010-5810	MUSIC IN THE PARK - AMS		3,544.00
51009636	01/17/2018	GRANICUS, INC.	010-5825	MINUTES MAKER		140.00
51009637	01/17/2018	HERITAGE SCHOOLS, INC.	010-5825	BASIC ED, RM & BOARD, RELATED SERVICES		11,968.00
51009638	01/17/2018	HOME DEPOT INC.	010-4300	DISTRICT MAINTENANCE SUPPLIES		79.95
51009639	01/17/2018	PARENT	010-5827	* ACADEMIC & RELATED SERVICES		100.00
51009640	01/17/2018	KNORR SYSTEMS INC.	010-5670	AAC REPAIRS		155.00
51009641	01/17/2018	KONICA MINOLTA BUSINESS SOLUTIONS INC.	010-5610	AMS COPIER USAGE	174.26	
				CORNELL COPIER USAGE	218.32	
				MARIN COPIER USAGE	297.31	
				OCEAN VIEW COPIER USAGE	164.12	854.01
51009642	01/17/2018	LEGACY BUSINESS SOLUTIONS	010-5611	SELPA COPIER SERVICE		1,983.31
51009643	01/17/2018	LINCOLN AQUATICS	010-4300	AAC SUPPLIES		207.92
51009644	01/17/2018	Mail Finance	010-5610	AMS MAIL MACHINE LEASE		252.13
51009645	01/17/2018	JACQUELINE MANIBUSAN C/O DISTRICT OFFICE	010-4315	06/13-12/12 MILEAGE		15.30
51009646	01/17/2018	MARINA MECHANICAL	010-5670	AMS HVAC REPAIR		1,824.00
51009647	01/17/2018	MARY & JOES SPORTING GOODS	010-4300	AHS WRESTLING SINGLETs		2,690.41
51009648	01/17/2018	MOBILE MODULAR MGMT. CORP.	140-5621	AHS CONTAINER RENTALS		76.83
51009649	01/17/2018	NALL & COMPANY INC.	010-4300	SCAFFOLD PLANKS - MAINT		624.85
51009650	01/17/2018	CENGAGE LEARNING	010-4100	AHS EDGE MATERIALS		4,947.31
51009651	01/17/2018	NEXTEL COMMUNICATIONS	010-5930	DISTRICT CELL PHONE SERVICE	519.75	
			120-5930	DISTRICT CELL PHONE SERVICE	140.76	660.51

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51009652	01/17/2018	OFFICE DEPOT	212-4300	CLASSROOM FURNITURE		9,650.22
51009653	01/17/2018	PARAMOUNT ELEVATOR CORPORATION	010-5610	CORNELL ELEVATOR SERVICE		285.00
51009654	01/17/2018	PENINSULA TOUR	010-5810	AMS TRANSPORTATION - MUSIC IN THE PARK		5,670.00
51009655	01/17/2018	PG&E	010-5520	12/01-01/01 SERVICE		517.54
51009656	01/17/2018	PRUDENTIAL OVERALL SUPPLY	010-5800	DISTRICT UNIFORM SERVICE		722.25
51009657	01/17/2018	SAN LEANDRO ELECTRIC SUPPLY	010-4300	DISTRICT ELECTRICAL SUPPLIES		722.16
51009658	01/17/2018	JULIE SEN C/O DISTRICT OFFICE	010-4305	REIMB FOR DELAC SUPPLIES		27.61
51009659	01/17/2018	STAR ELEVATOR INC	010-5610	AHS ELEVATOR SERVICE		761.36
51009660	01/17/2018	STICKY ART LAB, LLC	010-5825	CORNELL ENRICHMENT CLASSES - STEAM		1,760.00
51009661	01/17/2018	WASTE MANAGEMENT OF ALAMEDA	010-5515	10/17 SERVICE		121.45
51009662	01/17/2018	WESTERN TELEPHONE AND ALARM	010-5800	MONITORING SERVICES		285.00
51009663	01/17/2018	WILLIAMS SCOTSMAN, INC.	250-5621	DISTRICT PORTABLE RENT		842.00
51010242	01/19/2018	AT&T	010-5930	01/01/18 CHARGES		69.89
51010243	01/19/2018	ALBANY USD	010-3751	02/18 CALPERS	13,084.34	
			010-3752	02/18 BOE CALPERS	133.00	
				02/18 CALPERS	5,985.00	
			010-5800	02/18 BOE CALPERS	37.58	
				02/18 CALPERS	2,102.59	
			010-9534	02/18 BOE CALPERS	11,255.21	
				02/18 CALPERS	547,773.13	580,370.85
51010244	01/19/2018	BLICK ART MATERIALS	010-4300	ART SUPPLIES FOR MARIN ENRICHMENT CLASS		73.82
51010245	01/19/2018	Teleli Brito C/O SELPA	010-5910	REIMBURSEMENT FOR SELPA EXPENSES		18.98
51010246	01/19/2018	COPY EXPRESS	010-4300	AHS COUNSELING STUDENT PASSES	137.19	
			010-5870	AMS RECEIPT FORMS	107.01	244.20
51010247	01/19/2018	CRYSTAL CREAMERY	130-4700	17/18 DAIRY		779.84
51010248	01/19/2018	DANIELSEN	130-4700	FOOD & SUPPLIES	1,338.09	
			130-4710	FOOD & SUPPLIES	53.62	1,391.71
51010249	01/19/2018	DEPARTMENT OF JUSTICE	010-5838	12/17 LIVE SCAN FEES		719.00
51010250	01/19/2018	DERIVI CASTELLANOS ARCHITECTS	212-6262	EBMUD - FIRE FLOW TESTING - AHS		405.90
51010251	01/19/2018	DISCOUNT SCHOOL SUPPLY	010-4300	TK CLASSROOM STORAGE		364.46
51010252	01/19/2018	BANKCARD CENTER	010-4300	DONATION - CORNELL EXPENSES	38.29	
				SPECIAL EDUCATION EXPENSES	13.50	
			010-5200	SPECIAL EDUCATION EXPENSES	150.00	201.79

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51010253	01/19/2018	DSA TECHNOLOGIES, INC.	010-5610	Academic VMware vSphere 6 for Processors & support		1,840.00
51010254	01/19/2018	EBMUD	010-5555	10/30-01/03 SERVICE	439.80	
				10/30-01/03 SERVICE	727.32	
				11/02-01/05 SERVICE	2,252.84	3,419.96
51010255	01/19/2018	EUNICE GOURMET	010-4300	SANDWICHES - ACT	400.00	
				SANDWICHES - FACILITIES	70.00	
				SANDWICHES - SEED	165.00	635.00
51010256	01/19/2018	FESTIVALS OF MUSIC MUSIC IN THE PARKS	010-5810	04/28 MUSIC IN THE PARK FESTIVAL - AMS		5,638.00
51010257	01/19/2018	FLINN SCIENTIFIC	010-4300	AMS SCIENCE SUPPLIES		55.27
51010258	01/19/2018	FOOD 4 THOUGHT, LLC	130-4700	FOOD		428.05
51010259	01/19/2018	GOLD STAR FOODS	130-4700	FOOD		2,163.44
51010260	01/19/2018	SUSAN GOOSE C/O OCEAN VIEW	010-4300	DONATION - REIMB FOR CLASSROOM SUPPLIES		71.00
51010261	01/19/2018	Hayes Distributing Inc.	130-4700	FOOD		1,452.64
51010262	01/19/2018	HIBSER YAMAUCHI ARCHITECTS	212-6201	AMS ANNEX BRIDGING ARCHITECTURAL SERVICES		3,047.50
51010263	01/19/2018	HILLYARD/SAN FRANCISCO	010-4300	DISTRICT CUSTODIAL SUPPLIES		2,292.09
51010264	01/19/2018	KONICA MINOLTA BUSINESS SOLUTIONS INC.	010-5610	AHS COPIER USAGE	357.83	
				CORNELL COPIER USAGE	236.76	
				MAC HIGH COPIER USAGE	4.24	
			120-5610	ACC COPIER USAGE	180.00	778.83
51010265	01/19/2018	SHAWN LUCAS C/O D.O. CUSTODIAL	010-4315	12/04-01/10 MILEAGE REIMB		10.59
51010266	01/19/2018	MAD SCIENCE OF MOUNT DIABLO	120-4300	TK/PS WORKSHOPS		1,246.00
51010267	01/19/2018	MAGGIORA BAKING CO	130-4700	FOOD		27.45
51010268	01/19/2018	MICHAEL'S TRANSPORTATION SRV	010-5810	(9035) TRANSPORTATION FOR AHS ATHLETICS		8,662.25
51010269	01/19/2018	MICROCIDE, INC.	120-4300	ACC SANITIZER SPRAY		151.39
51010270	01/19/2018	NASCO	010-4300	AHS SCIENCE SUPPLIES		190.17
51010271	01/19/2018	NEOPOST USA INC.	010-4300	D.O. POSTAGE MACHINE INK		183.27
51010272	01/19/2018	NEW PARADIGM EDUCATION	010-4300	FLETCHER'S PLACE MATERIALS - CORNELL		227.18
51010273	01/19/2018	OFFICE DEPOT	010-4300	AMS SUPPLIES	23.64	
				D.O. SUPPLIES	26.80	
				DONATION - CORNELL SUPPLIES	111.95	
				D.O. SUPPLIES	109.71	
			120-4300	ACC SUPPLIES	462.27	734.37

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51010274	01/19/2018	P & R PAPER SUPPLY COMPANY	130-4710	SUPPLIES		464.13
51010275	01/19/2018	PASTIME ACE HARDWARE	010-4300	AMS SCIENCE SUPPLIES	281.02	
				DISTRICT MAINTENANCE SUPPLIES	859.33	1,140.35
51010276	01/19/2018	PG&E	010-5520	11/29-12/27 SERVICE	7,276.45	
				12/06-01/04 SERVICE	42.32	
			120-5520	11/29-12/27 SERVICE	943.80	8,262.57
51010277	01/19/2018	PITNEY BOWES	010-5610	07/01-12/31 SERVICE AGREEMENT FOR AHS POSTAGE MACHINE	206.58	
			010-5611	AHS POSTAGE MACHINE LEASE	197.55	404.13
51010278	01/19/2018	PROCARE THERAPY, INC.	010-5800	DISTRICT NURSE		1,350.00
51010279	01/19/2018	SCHOOL SPECIALTY	010-4300	CORNELL HEADPHONES		222.49
51010280	01/19/2018	CAMILLE HEATHER SNYDER C/O CORNELL SCHOOL	010-5200	REIMB FOR CMC CONFERENCE EXPENSES		78.29
51010281	01/19/2018	SOUTHPAW ENTERPRISES	010-4300	SPECIAL EDUCATION CLASSROOM MATS		446.53
51010282	01/19/2018	STORER COACHWAYS	010-5810	TRANSPORATION FOR AHS MUSIC SPRING TOUR		17,971.20
51010283	01/19/2018	SUPER WAREHOUSE	010-4300	AHS PROJECTION SCREEN	113.45	
				Unpaid Sales Tax	2.07-	111.38
51010284	01/19/2018	EMILY SUROWITZ C/O ALBANY HIGH SCHOOL	010-4315	10/24 MILEAGE REIMB		29.10
51010285	01/19/2018	SyTECH SOLUTIONS	010-4300	ADVANCED EXCHANGE WARRANTY		520.00
51010286	01/19/2018	THE PHILLIPS ACADEMY	010-5825	BASIC EDUCATION AND RELATED SERVICES		3,120.00
51010287	01/19/2018	DAVID TRACY C/O TECHNOLOGY	010-4315	12/17 MILEAGE REIMB		17.25
51010635	01/22/2018	CALIFORNIA DEPARTMENT OF TAX & ADMINISTRATION	010-4300	2017 4th QTR SALES USE TAX	.24	
			010-9560	2017 4th QTR SALES USE TAX	1,268.15	
			120-9560	2017 4th QTR SALES USE TAX	42.80	
			130-9560	2017 4th QTR SALES USE TAX	503.81	1,815.00
51010636	01/22/2018	CALIFORNIA FINANCIAL SERVICES	212-6231	FINANCIAL SERVICES		9,750.00
51010637	01/22/2018	DELTA DENTAL	010-9534	02/18 DELTA DENTAL		8,443.77
51010638	01/22/2018	BANKCARD CENTER	010-4300	AAC CREDIT CARD EXPENSES	266.00	
			010-4305	C&I CREDIT CARD EXPENSES	251.87	
			010-5200	AAC CREDIT CARD EXPENSES	266.51	
			130-4300	FOOD SERVICE CREDIT CARD EXPENSES	6.52	
			130-4700	FOOD SERVICE CREDIT CARD EXPENSES	1,077.87	
			130-4710	FOOD SERVICE CREDIT CARD EXPENSES	185.51	2,054.28

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5110639	01/22/2018	SJCOE ATTN: PAM ABDOLLAHZADEH	010-5200	2018 PENT FORUM - DAWSON		150.00
51106540	01/24/2018	ACSIG - VISION INSURANCE	010-9534	02/18 VISION		11,267.55
51106541	01/24/2018	ACTIVE NETWORK, INC	010-4300	AAC SUPPLIES		751.09
51106542	01/24/2018	ALPHA ENTERPRISE	010-5622	DISTRICT CUSTODIAL EQUIPMENT REPAIRS		1,793.06
51106543	01/24/2018	AMERICAN STAGE TOURS	010-5810	02/02 TRANSPORTATION FOR AHS BAND TO CSU EAST BAY		1,150.00
51106544	01/24/2018	AMP Printing, Inc.	010-4300	BUSINESS CARDS - NERHEIM		66.97
51106545	01/24/2018	AUS WEST LOCKBOX	130-5800	MOP & TOWEL SERVICE		65.00
51106546	01/24/2018	RETIREE	010-3751	17/18 RETIREE REIMBURSEMENT		646.86
51106547	01/24/2018	AUSD REVOLVING FUND	010-8699	RETURNED CK# 157		160.00
51106548	01/24/2018	AUTOMATIC RESPONSE SYSTEMS	010-4300	AHS SHREDDING SERVICE	65.00	
			010-5800	DISTRICT OFFICE SHREDDING SERVICE	75.00	140.00
51106549	01/24/2018	KATY BABCOCK C/O NR SELPA	010-5200	REIMBURSEMENT FOR SELPA EXPENSES		40.00
51106550	01/24/2018	RETIREE	010-3751	17/18 RETIREE REIMBURSEMENT BART		1,645.04
51106551	01/24/2018	BART GROUP SALES	010-5810	AMS DRAMA TRIP		42.00
51106552	01/24/2018	BART GROUP SALES	010-5810	OCEAN VIEW OAKLAND MUSEUM TRIP		1,080.00
51106553	01/24/2018	BART GROUP SALES	010-5810	MARIN TRIPS TO THE BAY AREA CHILDREN'S THEATER		178.00
51106554	01/24/2018	BART GROUP SALES	010-5810	MARIN TRIPS TO THE CHILDREN'S CREATIVITY MUSEUM		368.50
51106555	01/24/2018	BAY ALARM	010-5825	DISTRICT OFFICE ALARM MONITORING		429.00
51106556	01/24/2018	RETIREE	010-3751	17/18 RETIREE REIMBURSEMENT		1,035.39
51106557	01/24/2018	RETIREE	010-3751	17/18 RETIREE REIMBURSEMENT		646.86
51106558	01/24/2018	BONAMI BAKING	130-4700	BREAD		185.00
51106559	01/24/2018	CDW GOVERNMENT INC	010-4400	AAC COMPUTER		920.05
51106560	01/24/2018	RETIREE	010-3751	17/18 RETIREE REIMBURSEMENT		1,426.72
51106561	01/24/2018	RETIREE	010-3751	17/18 RETIREE REIMBURSEMENT		1,569.60
51106562	01/24/2018	CLARK PEST CONTROL	010-5800	DISTRICT PEST CONTROL		988.00
51106563	01/24/2018	COMTEL SERVICE COMPANY	010-5670	DISTRICT CLOCK/PA REPAIRS		768.80
51106564	01/24/2018	CAPITAL ONE COMMERCIAL	130-4300	FOOD SERVICE EXPENSES	495.95	
			130-4700	FOOD SERVICE EXPENSES	855.49	
			130-4710	FOOD SERVICE EXPENSES	58.22	1,409.66
51106565	01/24/2018	CREST/GOOD MFG. CO.	010-4300	DISTRICT PLUMBING SUPPLIES		2,829.58
51106566	01/24/2018	CULTURE SHOCK YOGURT	130-4700	FROZEN YOGURT		256.80
51106567	01/24/2018	KAREN DE HART C/O ALBANY HIGH	010-4300	REIMBURSEMENT FOR CLASSROOM SUPPLIES		82.98

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51106568	01/24/2018	DEMCO	010-4300	AHS LIBRARY SUPPLIES		603.51
51106569	01/24/2018	DESIGN SPACE MODULAR BUILDINGS	250-5621	DISTRICT OFFICE LEASE		4,561.56
51106570	01/24/2018	DISCOUNT SCHOOL SUPPLY	010-4300	OV EMERGENCY RESPONSE KITS		11,395.68
51106571	01/24/2018	BANKCARD CENTER	010-4100	POST-IT'S FOR UNITS OF STUDY	289.76	
				WRITING PROGRAM - MARIN		
			010-4300	AHS ART SUPPLIES	83.37	
				AMS BOOKS	16.88	
				AMS OFFICE CHAIR	146.94	
				AMS SUPPLIES	36.87	
				CORNELL BOOKS	63.78	
				D.O. OFFICE SUPPLIES	148.31	
				DONATION - CORNELL CLASSROOM SUPPLIES	168.60	
				GREAT DIVORCE - MAC HIGH	9.75	
				HR CREDIT CARD EXPENSES	318.19	
				MARIN CLEANING WIPES	575.36	
				SHARPSTAR HOLDER FOR AMS	8.06	
				SUPPLIES FOR MARIN ENRICHMENT CLASS	256.85	
				TK CLASSROOM SUPPLIES	81.79	
				VISIONS AUDIO PROGRAM - AHS	68.99	
				WATER DELIVERY - AMS PORTABLES	154.23	
				WATER TEST KITS, MAILCHIMP, SINK TUBE	2,384.29	
			010-4305	HR CREDIT CARD EXPENSES	39.84	
				SUPT. CREDIT CARD EXPENSES	110.58	
				AHS ADDITION PROJECT COMMITTEE	456.00	
			010-5200	SUPT. CREDIT CARD EXPENSES	11.11	
				ASSOC OF AQUATIC PROFESSIONALS	399.00	
				REGISTRATION - DELRIO		
			010-5810	01/12/18 MARIN TRIP TO THE EXPLORATORIUM	337.50	
			010-5812	HR CREDIT CARD EXPENSES	166.98	
			120-4300	ACC/MAPLES CLASSROOM SUPPLIES	218.09	6,551.12
51106572	01/24/2018	EDUCATIONAL INNOVATIONS	010-4300	AHS SCIENCE SUPPLIES		125.31
51106573	01/24/2018	RETIREE	010-3751	17/18 RETIREE REIMBURSEMENT		1,426.72
51106574	01/24/2018	FAGEN FRIEDMAN & FULFROST, LLP	010-5826	12/17 LEGAL FEES		9,282.50

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## January 2018 Warrant Listing

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
51106575	01/24/2018	FOOD 4 THOUGHT, LLC	130-4700	FOOD		408.95
51106576	01/24/2018	RETIREE	010-3751	17/18 RETIREE REIMBURSEMENT		1,645.04
51106577	01/24/2018	RETIREE	010-3751	17/18 RETIREE REIMBURSEMENT		1,147.19
51106578	01/24/2018	RETIREE	010-3752	17/18 RETIREE REIMBURSEMENT		183.34
51106579	01/24/2018	GOLD STAR FOODS	130-4700	FOOD		208.00
51106580	01/24/2018	GOPHER SPORTS	010-4300	MARIN CLASSROOM SUPPLIES		848.51
51106581	01/24/2018	GREAT AMERICAN LEASING CORP.	010-5611	SELPA COPIER LEASE		211.83
51106582	01/24/2018	RETIREE	010-3752	17/18 RETIREE REIMBURSEMENT		895.24
51106583	01/24/2018	RETIREE	010-3752	17/18 RETIREE REIMBURSEMENT		756.02
51106584	01/24/2018	RETIREE	010-3752	17/18 RETIREE REIMBURSEMENT		1,189.90
51106585	01/24/2018	HILLYARD/SAN FRANCISCO	010-4300	DISTRICT CUSTODIAL SUPPLIES	2,913.31	
			120-4300	ACC CUSTODIAL SUPPLIES	1,776.67	4,689.98
51106586	01/24/2018	HOME DEPOT INC.	010-4300	DISTRICT MAINTENANCE SUPPLIES		678.85
51106587	01/24/2018	RETIREE	010-3751	17/18 RETIREE REIMBURSEMENT		490.89
51106588	01/24/2018	RETIREE	010-3751	17/18 RETIREE REIMBURSEMENT		1,569.60
51106589	01/24/2018	TUYET HUYNH C/O CENTRAL KITCHEN	130-4315	10/11-12/05 MILEAGE REIMB		22.26
51106590	01/24/2018	RETIREE	010-3752	17/18 RETIREE REIMBURSEMENT		1,645.04
51106591	01/24/2018	WELLS FARGO VENDOR FIN SERV	010-5611	DISTRICT WIDE COPIER LEASE		3,273.42
51106592	01/24/2018	KONICA MINOLTA BUSINESS SOLUTIONS INC.	010-5610	AHS ATHLETICS COPIER USAGE	2.73	
				DISTRICT OFFICE COPIER USAGE	119.01	
				MARIN COPIER USAGE	31.36	
				OCEAN VIEW COPIER USAGE	136.70	
				SPECIAL EDUCATION COPIER USAGE	166.67	456.47
51106593	01/24/2018	RETIREE	010-3752	17/18 RETIREE REIMBURSEMENT		1,426.72
51106594	01/24/2018	LAKESHORE	010-4300	CHAIR CUBES - SPED		248.88
51106595	01/24/2018	LANER ELECTRIC SUPPLY CO INC	010-4300	DISTRICT ELECTRICAL SUPPLIES / HARDWARE		487.95
51106596	01/24/2018	MAGGIORA BAKING CO	130-4700	FOOD		407.00
51106597	01/24/2018	MARINA MECHANICAL	010-5670	DISTRICT HVAC REPAIRS		670.75
51106598	01/24/2018	RETIREE	010-3751	17/18 RETIREE REIMBURSEMENT		1,600.86
51106599	01/24/2018	MOBILE MODULAR MGMT. CORP.	140-5621	AHS CONTAINER RENTALS		76.83
51106600	01/24/2018	NEOFUNDS BY NEOPOST	010-5910	DISTRICT OFFICE POSTAGE		2,915.01
51106601	01/24/2018	OFFICE DEPOT	010-4300	AHS SUPPLIES	4,310.29	
				AMS SUPPLIES	1,975.65	
				D.O. SUPPLIES	224.53	
				DONATION - CORNELL SUPPLIES	250.04	
				MAC HIGH SUPPLIES	127.03	
				MARIN SUPPLIES	912.19	

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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## January 2018 Warrant Listing

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
51106601	01/24/2018	OFFICE DEPOT	010-4300	SPECIAL EDUCATION SUPPLIES	126.86	7,926.59
51106602	01/24/2018	OTIS ELEVATOR COMPANY	010-5610	AMS ELEVATOR SERVICE		156.28
51106603	01/24/2018	P & R PAPER SUPPLY COMPANY	130-4710	SUPPLIES		211.63
51106604	01/24/2018	NCS PEARSON, INC.	010-4300	SENSORY PROFILE 2 SCHOOL COMPANION		127.65
51106605	01/24/2018	PRO ED	010-4300	EXAMINER BOOKLET FOR SPECIAL EDUCATION	87.42	
				Unpaid Sales Tax	7.12-	80.30
51106606	01/24/2018	PRUDENTIAL OVERALL SUPPLY	010-5800	DISTRICT UNIFORM SERVICE		722.25
51106607	01/24/2018	RETIREE	010-3751	17/18 RETIREE REIMBURSEMENT		1,467.54
51106608	01/24/2018	RETIREE	010-3751	17/18 RETIREE REIMBURSEMENT		963.20
51106609	01/24/2018	HOUGHTON MIFFLIN	010-4300	SPECIAL EDUCATION TESTS & BOOKLETS		625.48
51106610	01/24/2018	ROTO-ROOTER	010-5670	DISTRICT DRAIN CLEANING		1,981.95
51106611	01/24/2018	SAN LEANDRO ELECTRIC SUPPLY	010-4300	DISTRICT ELECTRICAL SUPPLIES		737.52
51106612	01/24/2018	School Facility Consultants	212-6289	12/17 SERVICES - NEW CONSTRUCTION ELIGIBILITY		292.50
51106613	01/24/2018	RETIREE	010-3751	17/18 RETIREE REIMBURSEMENT		756.02
51106614	01/24/2018	SPECTRUM BUSINESS SOLUTIONS	010-4300	DOCUMENT SCANNING STAND - SPED		53.72
51106615	01/24/2018	RETIREE	010-3751	17/18 RETIREE REIMBURSEMENT		249.30
51106616	01/24/2018	SYSCO - SAN FRANCISCO	130-4700	FOOD & SUPPLIES	811.52	
			130-4710	FOOD & SUPPLIES	208.25	1,019.77
51106617	01/24/2018	WILLIAMS SCOTSMAN, INC.	250-5621	DISTRICT PORTABLE RENT		1,587.33
Total Number of Checks					298	1,431,751.77

	Count	Amount
Cancel	1	80.00
Net Issue		1,431,671.77

## Fund Summary

Fund	Description	Check Count	Expensed Amount
010	General Fund	236	1,103,569.02
120	Child Development Fund	14	6,245.72
130	Cafeteria Fund	40	40,709.59
140	Deferred Maintenance Fund	3	230.49

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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## January 2018 Warrant Listing

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
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## Fund Summary

Fund	Description	Check Count	Expensed Amount
211	Measure B 2016A	4	209,382.50
212	Measure E 2016A	9	58,605.70
250	Capital Facilities Fund	4	12,950.62
Total Number of Checks		297	1,431,693.64
Less Unpaid Sales Tax Liability			21.87
Net (Check Amount)			1,431,671.77

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

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**ALBANY UNIFIED SCHOOL DISTRICT**  
**Donations ♦ January 1 – January 31, 2018**

**S U M M A R Y**

<b>Site</b>	<b>Current</b>	<b>Previously Approved</b>	<b>Total Year-to-Date</b>
Albany High School	\$ 104.00	\$ 9,152.56	\$ 9,256.56
Albany Middle School	679.40	26,455.88	27,135.28
ICEC: In Class Enrichment Campaign	2,060.00	6,757.46	8,817.46
Transitional Kindergarten	0	374.00	374.00
Albany Children's Center	1,118.00	0	1,118.00
Cornell Elementary	4,181.00	32,616.15	36,797.15
Marin Elementary	3,125.24	7,289.54	10,414.78
Ocean View Elementary	3,177.65	16,632.46	19,810.11
Multi-Site Donations	15,045.64	313,422.34	328,467.98
<b>Total</b>	<b>\$29,490.93</b>	<b>\$412,700.39</b>	<b>\$442,191.32</b>

**ALBANY UNIFIED SCHOOL DISTRICT**  
**January 1 – January 31, 2018**

<b>ALBANY HIGH SCHOOL</b>	
\$ 4.00	YourCause AT&T - Ritchie
\$ 75.00	YourCause Wells Fargo - Bradley, Cohn
\$ 25.00	YourCause Wells Fargo - Charity Club
<b>\$ 104.00</b>	<b>Current</b>
<b>\$ 1,471.26</b>	<b>Approved - 1/23/18 Board Meeting</b>
<b>\$ 4,823.90</b>	<b>Approved - 1/9/18 Board Meeting</b>
<b>\$ 1,669.00</b>	<b>Approved - 11/28/17 Board Meeting</b>
<b>\$ 144.40</b>	<b>Approved - 10/24/17 Board Meeting</b>
<b>\$ 594.00</b>	<b>Approved - 9/26/17 Board Meeting</b>
<b>\$ 450.00</b>	<b>Approved - 8/22/17 Board Meeting</b>
<b>\$ 9,256.56</b>	<b>Total YTD</b>

<b>ALBANY MIDDLE SCHOOL</b>	
\$ 489.40	Albany Middle School PTA
\$ 35.00	Family Donation - 7th Grade
\$ 75.00	Family Donation - 8th Grade
\$ 80.00	YourCause, Chevron - Brill
<b>\$ 679.40</b>	<b>Current</b>
<b>\$ 1,053.39</b>	<b>Approved - 1/23/18 Board Meeting</b>
<b>\$ 3,769.00</b>	<b>Approved - 1/9/18 Board Meeting</b>
<b>\$ 7,712.50</b>	<b>Approved - 11/28/17 Board Meeting</b>
<b>\$ 2,834.89</b>	<b>Approved - 10/24/17 Board Meeting</b>
<b>\$ 11,086.10</b>	<b>Approved - 8/22/17 Board Meeting</b>
<b>\$ 27,135.28</b>	<b>Total YTD</b>

<b>ICEC - In Class Enrichment Campaign</b>	
\$ 25.00	Family Donation
\$ 30.00	Family Donation
\$ 30.00	Family Donation
\$ 50.00	Family Donation
\$ 75.00	Family Donation
\$ 75.00	Family Donation
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\$ 75.00	Family Donation
\$ 75.00	Family Donation
\$ 75.00	Family Donation
\$ 100.00	Family Donation
\$ 100.00	Family Donation
\$ 150.00	Family Donation
\$ 150.00	Family Donation
\$ 150.00	Family Donation
\$ 150.00	Family Donation
<b>\$ 2,060.00</b>	<b>Current</b>
<b>\$ 307.46</b>	<b>Approved - 1/23/18 Board Meeting</b>
<b>\$ 1,645.00</b>	<b>Approved - 1/9/18 Board Meeting</b>
<b>\$ 460.00</b>	<b>Approved - 11/28/17 Board Meeting</b>
<b>\$ 4,245.00</b>	<b>Approved - 10/24/17 Board Meeting</b>
<b>\$ 40.00</b>	<b>Approved - 9/26/17 Board Meeting</b>
<b>\$ 60.00</b>	<b>Approved - 8/22/17 Board Meeting</b>
<b>\$ 8,817.46</b>	<b>Total YTD</b>

<b>TRANSITIONAL KINDERGARTEN</b>	
\$ 374.00	Approved - 1/9/18 Board Meeting
<b>\$ 374.00</b>	<b>Total YTD</b>

<b>ALBANY CHILDREN'S CENTER</b>	
\$ 1,118.00	AEF-Sponsored Science Workshops
<b>\$ 1,118.00</b>	<b>Current</b>
<b>\$ 1,118.00</b>	<b>Total YTD</b>

<b>CORNELL ELEMENTARY</b>	
\$ 595.00	AEF-Sponsored Field Trip - 4th Grade
\$ 445.00	AEF-Sponsored Field Trip - Finley
\$ 30.00	Family Donation - Stewart
\$ 1,080.00	Library Donations in Honor of Kathy Evans
\$ 2,031.00	YourCause Wells Fargo - Duncan
<b>\$ 4,181.00</b>	<b>Current</b>
<b>\$ 216.56</b>	<b>Approved - 1/23/18 Board Meeting</b>
<b>\$ 5,028.34</b>	<b>Approved - 1/9/18 Board Meeting</b>
<b>\$ 26,901.25</b>	<b>Approved - 11/28/17 Board Meeting</b>
<b>\$ 470.00</b>	<b>Approved - 10/24/17 Board Meeting</b>
<b>\$ 36,797.15</b>	<b>Total YTD</b>

<b>MARIN ELEMENTARY</b>	
\$ 10.00	Family Donation - Halperin
\$ 3,115.24	Marin PTA
<b>\$ 3,125.24</b>	<b>Current</b>
<b>\$ 601.40</b>	<b>Approved - 1/23/18 Board Meeting</b>
<b>\$ 2,468.00</b>	<b>Approved - 1/9/18 Board Meeting</b>
<b>\$ 3,601.00</b>	<b>Approved - 11/28/17 Board Meeting</b>
<b>\$ 219.00</b>	<b>Approved - 10/24/17 Board Meeting</b>
<b>\$ 400.14</b>	<b>Approved - 9/26/17 Board Meeting</b>
<b>\$ 10,414.78</b>	<b>Total YTD</b>

<b>OCEAN VIEW ELEMENTARY</b>	
\$ 50.00	Family Donation - Loya
\$ 425.19	Interstate Studio - Georgeson
\$ 2,702.46	Ocean View PTA
<b>\$ 3,177.65</b>	<b>Current</b>
<b>\$ 608.00</b>	<b>Approved - 1/23/18 Board Meeting</b>
<b>\$ 12,035.43</b>	<b>Approved - 1/9/18 Board Meeting</b>
<b>\$ 725.00</b>	<b>Approved - 11/28/17 Board Meeting</b>
<b>\$ 969.89</b>	<b>Approved - 10/24/17 Board Meeting</b>
<b>\$ 2,294.14</b>	<b>Approved - 9/26/17 Board Meeting</b>
<b>\$ 19,810.11</b>	<b>Total YTD</b>

<b>MULTI-SITE DONATIONS</b>	
\$ 9,516.10	Albany Athletics Boosters
\$ 4,549.54	Albany Music Fund
\$ 500.00	YourCause - Chevron
\$ 480.00	YourCause - Wells Fargo
<b>\$ 15,045.64</b>	<b>Current</b>
<b>\$ 4,813.15</b>	<b>Approved - 1/23/18 Board Meeting</b>
<b>\$ 275,914.49</b>	<b>Approved - 1/9/18 Board Meeting</b>
<b>\$ 4,766.46</b>	<b>Approved - 11/28/17 Board Meeting</b>
<b>\$ 55.00</b>	<b>Approved - 10/24/17 Board Meeting</b>
<b>\$ 4,467.95</b>	<b>Approved - 9/26/17 Board Meeting</b>
<b>\$ 23,405.29</b>	<b>Approved - 8/22/17 Board Meeting</b>
<b>\$ 328,467.98</b>	<b>Total YTD</b>

<b>TOTAL</b>	
<b>\$ 29,490.93</b>	<b>Current</b>
<b>\$ 9,071.22</b>	<b>Approved - 1/23/18 Board Meeting</b>
<b>\$ 306,058.16</b>	<b>Approved - 1/9/18 Board Meeting</b>
<b>\$ 45,835.21</b>	<b>Approved - 11/28/17 Board Meeting</b>
<b>\$ 8,938.18</b>	<b>Approved - 10/24/17 Board Meeting</b>
<b>\$ 7,796.23</b>	<b>Approved - 9/26/17 Board Meeting</b>
<b>\$ 35,001.39</b>	<b>Approved - 8/22/17 Board Meeting</b>
<b>\$ 442,191.32</b>	<b>Total YTD</b>



**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of February 27, 2018**

**ITEM:** **INDEPENDENT CONTRACTOR AGREEMENT WITH  
CHRISTYWHITE AND ASSOCIATES FOR EXTERNAL  
AUDITING SERVICES**

**PREPARED BY:** **ALLAN GARDE, CHIEF BUSINESS OFFICIAL**

**TYPE OF ITEM:** **CONSENT**

**PURPOSE:** To select an auditor to conduct external auditing services for the annual District audit and the 2008 Measure E, 2016 Measure B, and 2016 Measure E Bond audit.

**BACKGROUND INFORMATION:** In accordance with Education Code Section 41020, school districts must notify the County Superintendent of Schools of their selection of an independent audit firm by April 1<sup>st</sup> of each year. The independent audit firm shall be licensed by the California Board of Accountancy be an approved firm from the State Controller's Office.

**DETAILS:** The external auditing services proposed, noted in Attachment A and Attachment B, are in compliance with all applicable Federal, State, and Local laws and generally accepted practices.

The 2008 Measure E, 2016 Measure B, and 2016 Measure E Bonds each require an annual audit.

**KEY QUESTIONS/ANSWERS:**

1. What if an auditor is not selected by April 1<sup>st</sup>?
  - a. If an external auditor is not selected by April 1<sup>st</sup>, the Alameda County Office of Education would select an auditor for the school district at the District's expense.

**FINANCIAL INFORMATION:**

\$19,500 – General Fund

\$ 1,500 – 2008 Measure E Bond

\$ 2,000 – 2016 Measure B Bond

\$ 2,000 – 2016 Measure E Bond

Total Annual Cost - \$25,000

**STRATEGIC GOALS ADDRESSED:** This Board Item addresses



**Objective #3:** Communicate and Lead Together.

*Goal: All stakeholders will collaborate and communicate about decisions that guide the sites and district.*

**RECOMMENDATION:** Approval of the Independent Contractor Agreement with ChristyWhite and Associates for External Auditing Services for Fiscal Years Ending 2018 through 2020.

**ALBANY UNIFIED SCHOOL DISTRICT  
INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

This agreement is hereby entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ in the County of Alameda, State of California, by and between the Albany Unified School District, hereinafter referred to as "DISTRICT," and  
ChristyWhite and Associates

CONTRACTOR

348 Olive Street

MAILING ADDRESS

San Diego	CA	92103
CITY	STATE	ZIP

hereinafter referred to as 'CONTRACTOR.' DISTRICT and CONTRACTOR shall be collectively referred to as the Parties.

1. Contractor Services. Contractor agrees to provide the following services to District (collectively, the "Services"):

External auditing services for the District as described in Attachment A

External auditing services for the 2008 Measure E, 2016 Measure B, and

2016 Measure E Bonds as described in Attachment B

2. Contractor Qualifications. Contractor represents and warrants to District that Contractor and all of Contractor's employees, agents or volunteers (the "Contracted Parties") have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. If any of the Services are performed by any of Contractor's Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor.

3. Term. CONTRACTOR shall:

☐ Provide services under this AGREEMENT on the following specific date's \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and complete performance no later than \_\_\_\_\_;

OR

☒ Commence providing services under this AGREEMENT on March 1, 2018 and complete performance no later than January 31, 2021.

There shall be no extension of the Term of this Agreement without the express written consent from all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contracted Parties. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. Termination. Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party; however the parties may agree in writing to a shorter time period for the effectiveness of such termination. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially violates any of the terms of this Agreement, any act or omission by Contractor or the Contracted Parties exposes District to potential liability or may cause an increase in District's insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Such termination shall be effective immediately upon Contractor's receipt of said notice.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

- a. Such compensation shall be based on:
- ☐ An hourly rate of \$\_\_\_\_\_ for a total amount of \_\_\_\_\_ hours.
- ☐ A daily rate of \$\_\_\_\_\_ for a total amount of \_\_\_\_\_ days.
- ☒ \$ Annual Flat Fee per Attachments A and B
- b. Payment method shall be:
- ☐ Upon Completion.
- ☐ Date of Service
- ☐ **Other (Specify):** \_\_\_\_\_

Any work performed by Contractor in excess of said amount shall not be compensated.

Payment shall be made upon approval of DISTRICT and receipt of an invoice from CONTRACTOR one copy clearly marked original. CONTRACTOR's invoice shall be sent to: Albany Unified School District, Attention: Accounts Payable, 1051 Monroe Street, Albany, CA, 94706.

6. Equipment and Materials. Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor of the Contracted Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contracted Parties by District. Furthermore, any Equipment or workmanship that does not conform to the regulations of this Agreement may be rejected by District and in such case must be promptly remedied or replaced by Contractor at no additional cost to District and subject to District's reasonable satisfaction.
7. California Residency. Contractor and the Contracted Parties shall be residents of the State of California.
8. Indemnity. Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Education, members of the Board of Education (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement, including but not limited to Contractor's or the Contracted Parties' use of the site; Contractor's or the Contracted Parties' performance of the Services; Contractor's or the Contracted Parties' breach of any of the representations or warranties contained in this Agreement; injury to or death of persons or damage to property or delay or damage to District or the District Parties; or for any act, error, omission, negligence, or willful misconduct of Contractor, the Contracted Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity,

which would otherwise exist as to a party, person, or entity described in this paragraph.

9. Insurance. Without in any way limiting Contractor's liability or indemnification obligations set forth in Paragraph 8 above, District reserves the right to require contractor to procure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits not less than \$1,000,000.00 each occurrence and \$1,000,000.00 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$100,000.00 each occurrence and \$100,000.00 in the aggregate; if applicable; and neither Contractor nor any of the Contracted Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insured. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If any of the required insurance is not reinstated, District may, at its sole option, terminate this Agreement. All of the policies shall also include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties.
10. Independent Contractor Status. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that s/he and the Contracted Parties shall not be considered officers, employees, agents, partners, or joint ventures of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.
11. Taxes. All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from compensation payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contracted Parties and otherwise in connection with this Agreement.
12. Fingerprinting/Criminal Background Investigation Certification. Contractor and the Contracted Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

☒ Contractor and the Contracted Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

☐ The following Contracted Parties have **more than limited contact** (as

determined by District) with District students during the Term of this Agreement:

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[Attach and sign additional pages, as needed.]

☐ All of the Contracted Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these Contracted Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

13. Tuberculosis Certification. Contractor and the Contracted Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

☒ Contracted Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

☐ The following Contracted Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

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Contractor shall maintain on file the certificates showing that the Contracted Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

14. Confidential Information. Contractor shall maintain the confidentiality of and protect from unauthorized disclosure any and all individual student information received from the District, including but not limited to student names and other identifying

- information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.
15. Assignment. Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District.
  16. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Contractor and District and their respective successors and assigns.
  17. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
  18. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
  19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate court in Alameda County, California.
  20. Non-Discrimination. Contractor shall not discriminate on the basis of a person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, or sexual orientation in employment or operation of its programs.
  21. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.
  22. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.
  23. Attorney Fees. If any legal action is taken to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

24. Liability of District. Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incident damages, including but not limited to lost profits in connection with this Agreement.
25. Entire Agreement. This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
26. Subject To Approval of Board. This Agreement confers no legal or equitable rights until it is approved by the District Board of Education at a lawfully conducted public meeting.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**DISTRICT:**

**ALBANY UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
 Name: Allan Garde  
 Title: Chief Business Official

**Address for District Notices:**

Albany Unified School District  
 1051 Monroe Street  
 Albany, CA 94706

Date of Board Approval: \_\_\_\_\_

**CONTRACTOR:** ChristyWhite and Associates

Tax Identification Number: \_\_\_\_\_

By \_\_\_\_\_

Name: Michael Ash  
 Title: Partner

**Address for Contractor Notices:**

348 Olive Street  
San Diego, CA 92103





## Attachment A

February 5, 2018

Allan Garde, Chief Business Official  
Albany Unified School District  
1051 Monroe Street  
Albany, CA 94706

Christy White, CPA

Michael D. Ash, CPA

John Whitehouse, CPA

Heather Daud Rubio

SAN DIEGO

LOS ANGELES

SAN FRANCISCO/BAY AREA

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*Licensed by the California*

*State Board of Accountancy*

We are pleased to confirm our understanding of the services we are to provide Albany Unified School District for the fiscal years ending June 30, 2018, 2019 and 2020. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of Albany Unified School District as of and for the fiscal years ending June 30, 2018, 2019 and 2020. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Albany Unified School District's basic financial statements. As part of our engagement, we will apply certain limited procedures to Albany Unified School District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion & Analysis.
2. Budgetary Comparison Schedule.
3. Schedule of Funding Progress.
4. Schedules of District's Proportionate Share of Net Pension Liability
5. Schedules of District Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies Albany Unified School District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards.
2. Other schedules and/or information as required by the State Controller's Office.

## Audit Objectives

The objective of our audits is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the third paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:–

- The objective also includes reporting on Internal control related to the Agencies' financial statements and compliance with the provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance, and *Standards and Procedures for Audits of California K-12 Local Educational Agencies*, published by the Education Audit Appeals Panel, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the governing board of Albany Unified School District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

**Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the Albany Unified School District. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

**Audit Procedures – Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of the controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Albany Unified School District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *Uniform Guidance Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Albany Unified School District's major programs. The purpose of those procedures will be to express an opinion on Albany Unified School District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Albany Unified School District in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements.

You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon.

Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on the organization's website, you understand that electronic sites are a means to distribute information, and therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Audit Administration, Fees, and Other**

At the conclusion of the engagement, we will complete the appropriate section of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through and/or granting entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the audit period.

The audit documentation for this engagement is the property of Christy White Associates and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the Comptroller General of the United States or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Christy White Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by the State Controller's Office. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit as soon as possible and to issue our reports no later than December 15. The maximum annual fee for auditing services under the terms of this agreement shall not exceed the following agreed upon amounts:

Fiscal Year Ending	Total Maximum Audit Fees
June 30, 2018	\$ 19,500
June 30, 2019	\$ 19,500
June 30, 2020	\$ 19,500

The maximum annual fee for auditing services shall not exceed the above amounts, with the exception that any auditing services provided for (1) significant changes in District audit requirements as stated in *Government Auditing Standards* or the Audit Guide issued by the Education Audit Appeals Panel, or (2) any changes in the number of funds or accounts maintained by the Albany Unified School District during the period under this agreement, shall be in addition to the above maximum fee

Our invoices for these fees will be rendered upon completion of fieldwork as follows: 25% of contract upon completion of site testing, 25% of contract upon completion of interim testing and 50% of contract upon completion of year end fieldwork, and are payable on presentation. In accordance with Education Code Section 14505 as amended, ten percent (10%) of the audit fee shall be withheld pending certification of the audit report by the Office of the State Controller and fifty percent (50%) of the audit fee shall be withheld for any subsequent year of a multi-year contract if the prior year's audit report was not certified as conforming to the reporting provisions of the Audit Guide.

If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation under Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

This audit contract is null and void if the firm is declared ineligible to audit K-12 school districts pursuant to subdivision (c) of Education Code Section 41020.5. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The first period to be audited shall be for the fiscal year ending June 30, 2018, and is subject to extension for up to two additional fiscal years, if agreeable to the auditors and the District. The agreement may be cancelled annually if notified by the client or auditor by February 15 of each year. Additional extensions beyond 2020 may be secured on a year by year basis, subject to the agreement of the District and the auditor.

In accordance with *Government Auditing Standards*, upon request, we will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract.

Christy White Associates has a non-licensee owner who may provide client services in your contract under the supervision of licensed owner.



We appreciate the opportunity to be of service to the Albany Unified School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

A handwritten signature in cursive script that reads "Michael Ash".

Michael Ash, CPA  
Partner  
Christy White Associates

RESPONSE:

This letter correctly sets forth the understanding of Albany Unified School District.

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Signature

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Title

---

Date



## Attachment B

February 5, 2018

Albany Unified School District  
1051 Monroe Street  
Albany, CA 94706

Christy White, CPA

Michael D. Ash, CPA

John Whitehouse, CPA

Heather Daud Rubio

We are pleased to confirm our understanding of the services we are to provide Albany Unified for the fiscal year ending June 30, 2018, 2019 and 2020. We will conduct a financial statement and performance audit to include the balance sheet of the **Measure B, Measure E (2016) and Measure E (2008) Bonds** of Albany Unified School District as of June 30, 2018, 2019 and 2020, with the and the related statement of revenues, expenditures and changes in fund balance for the fiscal year ending June 30, 2018, 2019 and 2020. The audit will be conducted in accordance with Article 13A of the California Constitution.

### Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and whether the District complied with the compliance requirements over the deposit and use of Measure B, Measure E (2016) and Measure E (2008) Bond funds. In addition, we will issue an opinion on performance requirements of Proposition 39 which include whether the expenditures are allowable in accordance with applicable laws, regulations and the voter approved measure. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Albany Unified School District and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Albany Unified School District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

SAN DIEGO

LOS ANGELES

SAN FRANCISCO/BAY AREA

### Corporate Office:

348 Olive Street  
San Diego, CA 92103

toll-free: 877.220.7229

tel: 619.270.8222

fax: 619.260.9085

www.christywhite.com

*Licensed by the California  
State Board of Accountancy*

### **Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of the inventories, and direct confirmation of certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

### **Audit Procedures – Internal Controls**

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

**Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Albany Unified School District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. We will also provide a Performance Audit report, as required by Proposition 39, which will also be conducted in accordance with *Government Auditing Standards*.

**Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of District Name in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

**Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will prepare a draft of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any non-audit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them. The scope of the non-audit services does not constitute an audit conducted under *Government Auditing Standards*.

Management is responsible for establishing and maintaining internal control, including monitoring ongoing activities: for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the **Measure B, Measure E (2016) and Measure E (2008) Bonds** of the Albany Unified School District and the respective changes in financial position in conformity with U.S. generally accepted accounting principles; and, for compliance with applicable laws and regulations and the provisions of contracts. Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

### **Audit Administration, Fees, and Other**

The audit documentation for this engagement is the property of Christy White Associates and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the State Controller's Office or its designee or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Christy White Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by the State Controller's Office. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit as soon as possible and to issue our reports no later than March 31 following the close of year fiscal year. The maximum annual fee for auditing services under the terms of this agreement shall not exceed the following agreed upon amounts:

	2017-18	2018-19	2019-20
Measures B & E (2016) Audit Fees	\$ 4,000	\$ 4,000	\$ 4,000
Measure E (2008) Audit Fees	\$ 1,500	\$ 1,500	\$ 1,500
Total Annual Maximum Fees	\$ 5,500	\$ 5,500	\$ 5,500

The maximum annual fee for auditing services shall not exceed the above amounts, with the exception that any auditing services provided for significant changes in District audit requirements as stated in *Government Auditing Standards* or changes in applicable laws and regulations.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation under Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

This audit contract is null and void if the firm is declared ineligible to audit K-12 school districts pursuant to subdivision (c) of Education Code Section 41020.5. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The first period to be audited shall be for the fiscal year ending June 30, 2018, and is subject to extension for up to two additional fiscal years, if agreeable to the auditors and the District. The agreement may be cancelled annually if notified by the client or auditor by February 15 of each year. Additional extensions beyond 2020 may be secured on a year by year basis, subject to the agreement of the District and the auditor.

In accordance with *Government Auditing Standards*, upon request, we will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract.

Christy White Associates has a non-licensee owner who may provide client services in your contract under the supervision of a licensed owner.

We appreciate the opportunity to be of service to Albany Unified School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Michael Ash, CPA  
Partner  
Christy White Associates

RESPONSE:

This letter correctly sets forth the understanding of Albany Unified School District.

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Signature

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Title

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Date

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of February 27, 2018**

**ITEM:** **OVERNIGHT FIELD TRIP: ALBANY HIGH SCHOOL  
TO NEXT GENERATION JAZZ FESTIVAL  
IN MONTEREY, CALIFORNIA**

**PREPARED BY:** **MARIE WILLIAMS, DIRECTOR III --  
CURRICULUM, INSTRUCTION, AND ASSESSMENT**

**TYPE OF ITEM:** **CONSENT**

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**PURPOSE:**

All field trips and excursions that occur overnight require prior approval from the Board of Education. Requests shall be presented to the Board of Education at least one month in advance of departure unless the timing of the event and the Board meeting schedule do not provide sufficient time for prior approval or make prior approval impractical.

**BACKGROUND INFORMATION:**

Each spring, over 1300 of the nation's top student musicians play their hearts out at the Next Generation Jazz Festival (NGJF) in Monterey, California. One of the most inclusive festivals in the United States, the festival welcomes performances by middle, high school and collegiate groups of every kind: big bands, combos, vocal ensembles, vocal soloists, as well as conglomerate bands. Albany High School (AHS) Jazz Band last attended this event in 2015, and they have been invited to perform this year as one of 12 finalist bands from around the country.

**DATES OF TRIP:** March 9 -11, 2018

**DETAILS:**

Twenty-one (21) students of the AHS Jazz Band, along with their advisor and 2 parent chaperones, will travel to Monterey, California to participate in this annual event. Students will attend and perform in workshops, concerts, and jam sessions alongside other outstanding high school, collegiate, and professional musicians throughout the weekend. Transportation to and from the destination will be by chartered bus. Hotel accommodations for two nights will be at the official event hotel, the Portola Hotel, in Monterey.



### FINANCIAL INFORMATION:

The total field trip fee per student is **\$200.00**. Funding will come from donations from families and from the Albany Music Fund (if needed). No student will be denied the opportunity to participate.

### STRATEGIC GOALS ADDRESSED:



**Objective #1:** *Assess and Increase Academic Success. Goal: We will provide a comprehensive educational experience with expanded opportunities for engagement, assessment, and academic growth so that all students will achieve their fullest potential.*



**Objective #2:** *Support the Whole Child. Goal: We will foster the social and emotional growth of all students, implement an array of strategies to increase student engagement, identify individual socio-emotional and behavioral needs, and apply collaborative appropriate interventions.*

**RECOMMENDATION: APPROVE THE OVERNIGHT FIELD TRIP: ALBANY HIGH SCHOOL TO NEXT GENERATION JAZZ FESTIVAL IN MONTEREY, CALIFORNIA**

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of February 27, 2018**

**ITEM:** **OVERNIGHT FIELD TRIP: ALBANY HIGH SCHOOL  
TO DAVIS MODEL UNITED NATIONS CONFERENCE AT  
DAVIS, CALIFORNIA**

**PREPARED BY:** **MARIE WILLIAMS, DIRECTOR III --  
CURRICULUM, INSTRUCTION, AND ASSESSMENT**

**TYPE OF ITEM:** **CONSENT**

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**PURPOSE:**

All field trips and excursions that occur overnight require prior approval from the Board of Education. Requests shall be presented to the Board of Education at least one month in advance of departure unless the timing of the event and the Board meeting schedule do not provide sufficient time for prior approval or make prior approval impractical.

**BACKGROUND INFORMATION:**

Albany High School Model UN Club has attended the [Davis Model UN Club Conference \(DMUNC\)](#) at UC Davis, California over the past few years. DMUNC is an annual conference hosted by the student-run organization, Model United Nations at UC Davis, on the UC Davis campus. Every May, more than 500 students from across California come to UC Davis to participate in a weekend of stimulating debate. The goal of the conference is to create an enriching educational experience for students to realize their personal potential to be strong leaders, confident public speakers, and concerned global citizens.

**DATES OF TRIP:** May 19 -21, 2018

**DETAILS:**

Twenty (20) students, along with their advisor and one parent chaperone, will travel to UC Davis for this conference, where they will participate in simulated meetings of intergovernmental organizations and learn about diplomacy on international relations, and social events. They will also practice their skills in research, writing, public speaking, parliamentary procedures, and negotiating. The conference is located on the UC Davis campus, and hotel accommodations for students and chaperones will be at the Best Western University Lodge, near the campus. Transportation to and from their destination will be by chartered bus, and they will walk between the hotel and the conference meeting places on the UC Davis campus.

**FINANCIAL INFORMATION:**

The total field trip fee per student is **\$310.00**. Funding will come from donations from families and fundraising from a variety of sources, including the PTSA and AHS Alumni. No student will be denied the opportunity to participate.

**STRATEGIC GOALS ADDRESSED:**

**Objective #1:** *Assess and Increase Academic Success. Goal: We will provide a comprehensive educational experience with expanded opportunities for engagement, assessment, and academic growth so that all students will achieve their fullest potential.*



**Objective #2:** *Support the Whole Child. Goal: We will foster the social and emotional growth of all students, implement an array of strategies to increase student engagement, identify individual socio-emotional and behavioral needs, and apply collaborative appropriate interventions.*

<p><b>RECOMMENDATION: APPROVE THE OVERNIGHT FIELD TRIP: ALBANY HIGH SCHOOL TO DAVIS MODEL UNITED NATIONS CONFERENCE AT DAVIS, CALIFORNIA</b></p>
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**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of February 27, 2018**

**ITEM: PROMOTING SAFE, SUPPORTIVE, AND COLLABORATIVE ENVIRONMENTS FOR ALL STUDENTS AND STAFF**

**PREPARED BY: CARRIE NERHEIM, DIRECTOR, STUDENT SERVICES**

**TYPE OF ITEM: STAFF REPORT**

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**PURPOSE:**

The purpose of this staff report is to provide the Governing Board and community with information regarding activities taking place throughout the District to promote a safe, supportive, and collaborative environment for students and staff.

**BACKGROUND INFORMATION:**

AUSD's Governing Board, District staff, and members of the Albany community are actively engaged in dialogue around strategies to ensure respect, inclusion, and empathy for all members of the AUSD learning community. District staff continues to highlight programs and activities that improve the culture and climate of our school community.

**DETAILS:**

***A Cadre of Albany Staff Members Attended the Museum of Tolerance***

A group of approximately forty staff members, both classified and certificated, attended a two day trip to the Museum of Tolerance in Los Angeles. This trip was fully funded by the Tools for Tolerance for Educators grant. The grant covered airfare, lodging, and some meals. This opportunity was initiated by Heather Duncan, Terry Georgeson, Anna Mansker, and Melisa Pfohl. The purpose of this report is to share our experience and next steps for implementing what we learned.

**STRATEGIC GOALS ADDRESSED:**



**Objective #1:** *Assess and Increase Academic Success. Goal: We will provide a comprehensive educational experience with expanded opportunities for engagement, assessment, and academic growth so that all students will achieve their fullest potential.e.*



**Objective #2:** *Support the Whole Child. Goal: We will foster the social and emotional growth of all students, implement an array of strategies to increase student engagement, identify individual socio-emotional and behavioral needs, and apply collaborative appropriate interventions.*

**RECOMMENDATION: RECEIVE THE STAFF REPORT ON PROMOTING SAFE, SUPPORTIVE, AND COLLABORATIVE ENVIRONMENTS FOR ALL STUDENTS.**

**ALBANY UNIFIED SCHOOL  
DISTRICT BOARD AGENDA BACKUP**

**Regular Meeting of February 27, 2018**

**ITEM:** Special Education Update

**PREPARED BY:** Valerie Williams, Superintendent

**TYPE OF ITEM:** Staff Report

**PURPOSE:**

The purpose of this item is to provide an update about the Special Education department.

**BACKGROUND INFORMATION:**

At the January 23, 2018 Board meeting, the Board requested a Special Education update be made at each Board Meeting.

**DETAILS:**

Para educator attendance rates will be reviewed.

**STRATEGIC OBJECTIVES ADDRESSED:**



**Objective #1:** *Assess and Increase Academic Success. Goal: We will provide a comprehensive educational experience with expanded opportunities for engagement, assessment, and academic growth so that all students will achieve their fullest potential.*



**Objective #2:** *Support the Whole Child. Goal: We will foster the social and emotional growth of all students, implement an array of strategies to increase student engagement, identify individual socioemotional and behavioral needs, and apply collaborative appropriate interventions.*

**RECOMMENDATION:** Receive the Special Education Staff Report.

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of February 27, 2018**

**ITEM: LOCAL CONTROL ACCOUNTABILITY PLAN**

**PREPARED BY: MARIE WILLIAMS, DIRECTOR III-  
CURRICULUM, INSTRUCTION AND ASSESSMENT**

**TYPE OF ITEM: STAFF REPORT**

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**PURPOSE:** The purpose of this staff report is to provide general information regarding the Local Control Accountability Plan process and timeline.

**BACKGROUND INFORMATION:**

Enacted in 2013, California's Local Control Funding Formula (LCFF) significantly changed how districts in the state are funded. With the introduction of LCFF, many state categorical programs were eliminated and districts were provided greater flexibility to use funds to improve student outcomes.

LCFF allocates funding for all students and additional funding to provide targeted services for English Language Learners, foster youth, and students identified as socio-economically disadvantaged.

An important component of LCFF is the Local Control Accountability Plan (LCAP). The LCAP is intended as a planning tool to support student outcomes. Districts are required to prepare an LCAP and describe annual goals for all students will be met. In developing the LCAP, Districts must implement specific activities to address the following state priorities:

1. Basic Services (fully credentialed staff and standards-aligned instructional materials)
2. Implementation of State Standards
3. Parent Involvement
4. Pupil Achievement (measured by annual summative assessment, English Learner reclassification, and Advanced Placement examination results)
5. Pupil Engagement (measured by attendance, graduation, dropout, and absenteeism rates)
6. School Climate (measured by suspension and expulsion rates)
7. Course Access
8. Other Pupil Outcomes

**DETAILS:**

The District's LCAP is aligned with the three goals of the District's Strategic Plan:

1. **Assess and Increase Academic Success.** We will provide a comprehensive educational experience with expanded opportunities for engagement, assessment, and academic growth so

that all students will achieve their fullest potential.

2. **Support the Whole Child.** We will foster the social and emotional growth of all students, implement an array of strategies to increase student engagement, identify individual socio-emotional and behavioral needs, and apply collaborative appropriate interventions.
3. **Communicate and Lead Together.** All stakeholders will collaborate and communicate about decisions that guide the sites and district.

Districts are required to update their Local Control Accountability Plan annually, and the Governing Board must approve the District's LCAP on or before July 1. In developing the LCAP, teachers, principals, administrators, other school personnel, local bargaining units of the school district, parents, and students must be consulted.

During the months of March and April, members of AUSD's LCAP Advisory Committee (composed of parents, staff, and board members), will engage various stakeholder groups and gather input to inform the development of the LCAP. In addition to meeting with stakeholder groups, input will also be gathered through an online survey. The purpose of the online survey is to afford all members of the Albany community an opportunity to provide input on the District's LCAP.

#### STRATEGIC OBJECTIVES ADDRESSED:



**Objective #1:** *Assess and Increase Academic Success. Goal: We will provide a comprehensive educational experience with expanded opportunities for engagement, assessment, and academic growth so that all students will achieve their fullest potential.*



**Objective #2:** *Support the Whole Child. Goal: We will foster the social and emotional growth of all students, implement an array of strategies to increase student engagement, identify individual socio-emotional and behavioral needs, and apply collaborative appropriate interventions.*



**Objective #3:** *Communicate and Lead Together. Goal: All stakeholders will collaborate and communicate about decisions that guide the sites and district.*

<p><b>RECOMMENDATION:</b> RECEIVE THE STAFF REPORT ON THE LOCAL CONTROL ACCOUNTABILITY PLAN</p>
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**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of February 27, 2018**

**ITEM:** **COLLECTIVE BARGAINING AGREEMENT BETWEEN THE  
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)  
AND THE ALBANY UNIFIED SCHOOL DISTRICT (AUSD)  
FOR 2017/18**

**PREPARED BY:** **CYNTHIA ATTIYEH, HUMAN RESOURCES DIRECTOR  
ALLAN GARDE, CHIEF BUSINESS OFFICIAL**

**TYPE OF ITEM:** **REVIEW AND ACTION**

**PURPOSE:** To review and approve the tentative agreement with the Service Employees International Union for the 2017/18 fiscal year.

**BACKGROUND INFORMATION:** After the completion of negotiations with the Albany Teachers Association (ATA) and the California School Employees Association (CSEA) for 2016/17 and 2017/18, the school district and SEIU settled negotiations for the 2016/17 fiscal year on May 12, 2017. SEIU decided to negotiate for 2017/18 separately. We negotiated three times in the Fall of 2017 and came to an agreement on November 3, 2017. The medical premium contribution revision is now consistent with the agreements made with ATA and CSEA in the Spring of 2017.

This agenda item is intended to meet the public disclosure requirements of Assembly Bill 1200 (1991/1213) and Assembly Bill 2756 (2004/52). More specifically, AB 2756 amended Government Code Section 3547.5 to provide in part that, "before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer."

**DETAILS:**

**2017/18**

**Compensation:**

- An ongoing salary increase of 2.00% retroactive to July 1, 2017.
- Medical premium contribution revision effective January 1, 2018:
  - From the higher of Kaiser or Blue Shield Family fully paid by the school district prorated by the employee position's Full-Time Equivalent (FTE)
  - To the following three levels of coverage:
    1. **Employee Only** – Up to the higher of Kaiser or Blue Shield.
    2. **Employee Plus One** – Kaiser Two-Party coverage or, if a plan other than Kaiser is selected, the Kaiser Two-Party premium rate plus up to \$100 a month towards another CalPERS medical plan offered.

3. **Employee Plus Two or More** – Kaiser Family coverage or, if a plan other than Kaiser is selected, the Kaiser Family premium rate plus up to \$100 a month towards another CalPERS medical plan offered.

#### KEY QUESTIONS/ANSWERS:

1. Are negotiations for 2017/18 now complete for all bargaining units?
  - a. Yes.
2. What about 2018/19?
  - a. We would need to set Board Meeting dates for the sunshine process with each bargaining unit (ATA, CSEA, and SEIU). We are in communication with each bargaining unit to determine appropriate dates for each bargaining unit.

#### FINANCIAL INFORMATION:

	Incremental Impact
<b>Year 1:</b>	<b>\$42,113</b>
<b>Year 2:</b>	<b>\$14,743</b>
<b>Year 3:</b>	<b>\$15,346</b>

#### STRATEGIC GOALS ADDRESSED: This Board Item addresses



**Objective #1:** Assess and Increase Academic Success.

*Goal: We will provide a comprehensive educational experience with expanded opportunities for engagement, assessment, and academic growth so that all students will achieve their fullest potential.*



**Objective #2:** Support the Whole Child.

*Goal: We will foster the social and emotional growth of all students, implement an array of strategies to increase student engagement, identify individual socio-emotional and behavioral needs, and apply collaborative appropriate interventions.*



**Objective #3:** Communicate and Lead Together.

*Goal: All stakeholders will collaborate and communicate about decisions that guide the sites and district.*

**RECOMMENDATION: Approval of the tentative agreement with the Service Employees International Union for the 2017/18 fiscal year**

**Certification of the District's Ability to Afford the Costs of a Collective  
Bargaining Agreement**

This disclosure document must be signed by the District Superintendent and Chief Business Official prior to the public disclosure.

**The District projects the total monetary cost of the settlement to be as follows:**

<b>Year 1:</b>	<b>\$42,113</b>
<b>Year 2:</b>	<b>\$14,743</b>
<b>Year 3:</b>	<b>\$15,346</b>

Please check one of the following:

☐ **No budget revisions are necessary for the District to afford this settlement.**

☒ **Budget revisions are necessary for the District to afford this settlement. These revisions are itemized below. The District's budget assumptions are attached, which become an integral part of this document.**

*Note that if the District does not adopt all of the revisions in the current fiscal year, the County Superintendent is required to issue a qualified or negative certification on the next Interim Report per Government Code (GC) 3547.5(c).*

<b>Budget Adjustment Categories</b>	<b>Increase (Decrease) Year 1</b>	<b>Increase (Decrease) Year 2</b>	<b>Increase (Decrease) Year 3</b>
<b>Revenues/Other Financing Sources</b>			
<b>Expenditures/Other Financing Uses</b>			
	<b>\$42,113</b>	<b>\$14,743</b>	<b>\$15,346</b>
<b>Ending Balance Increase (Decrease)</b>	<b>(\$42,113)</b>	<b>(\$14,743)</b>	<b>(\$15,346)</b>

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of the Albany Unified School District hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Service Employees International Union Bargaining Unit(s), during the term of the agreement, from July 1, 2017 to June 30, 2020.



District Superintendent (Signature)



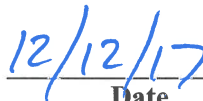
Date

**Valerie Williams**

District Superintendent (Type Name)



Chief Business Official (Signature)



Date

**Allan Garde**

Chief Business Official (Type Name)

School District: Albany Unified

**Public Disclosure of Collective Bargaining Agreement  
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5**

Name of Bargaining Unit: Service Employee International Union    Certificated \_\_\_\_\_ Classified X\_\_\_\_\_

The proposed agreement covers the period beginning July 1, 2017 and ending June 30, 2020

and will be acted on by the Governing Board at its meeting on January 23, 2018

**Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.**

**A. Proposed Change in Compensation**

Compensation		Annual Cost Prior to Proposed Agreement FY 2017	Fiscal Impact of Proposed Agreement		
			Year 1 Increase/(Decrease) FY 2017	Year 2 Increase/(Decrease) FY 2018	Year 3 Increase/(Decrease) FY 2019
1.	<b>Salary Schedule</b> (This is to include Step & Column, which is also reported separately in item 6)	\$ 1,091,628	\$ 21,832	\$ 11,135	\$ 11,246
			2.00%	1.02%	1.03%
2.	<b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.		\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
2a.	<b>Description of Other Compensation</b>		\$ 20,000	\$ -	\$ -
3.	<b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>	\$ 293,343	\$ 6,156	\$ 3,608	\$ 4,100
			2.10%	1.23%	1.40%
4.	<b>Health/Welfare Plans</b>	\$ 354,574	\$ (5,875)	\$ -	\$ -
			-1.66%	0.00%	0.00%
5.	<b>Total Compensation - Add Items 1 through 4 to equal 5</b>	\$ 1,739,545	\$ 22,113	\$ 14,743	\$ 15,346
			1.27%	0.85%	0.88%
6.	<b>Step &amp; Column - Due to movement plus any changes due to settlement. This is a subset of item No. 1.</b>	\$ -	\$ -	\$ 28,649	\$ 11,246
7.	<b>Total number of represented Employees (Use FTEs)</b>	21.4	21.4	21.4	21.4
8.	<b>Total Compensation <u>Average</u> Cost per Employee</b>	\$ 81,287	\$ 1,033	\$ 689	\$ 717
			0.00%	0.00%	0.00%

School District: Albany Unified

**Public Disclosure of Collective Bargaining Agreement  
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5**

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

**2.00% Increase Retroactive to July 1, 2017**

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10. Were any additional steps, columns or ranges added to the schedules? (If yes, please explain.)

Through a department reorganization, the Chief Lead Maintenance and Chief Lead Custodian positions receive an adjustment to the salary schedule. This adjustment is through a temporary MOU and is not precedent setting.

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11. Please Include comments and explanations as necessary. (If more room is necessary, please attach additional sheet.)

Revision to the district medical contribution to employees within the Service Employees International Union. The contribution limitation goes from the Blue Shield Family rate to the Kaiser Family rate plus up to \$100 per month towards plans other than Kaiser. The change in medical contributions would be retroactive to January 1, 2018.

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- B. Proposed Negotiated Changes in Non-compensation Items** (e.g. class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

**None**

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- C. What are the Specific Impacts (Positive or Negative) on Instructional and Support Programs to Accommodate the Settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (e.g. counselors, librarians, custodial staff, etc.).

**None**

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- D. What Contingency Language is Included in the Proposed Agreement (e.g. reopeners, etc.)?**

**None**

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- E. Will this Agreement Create, Increase, or Decrease Deficit Financing in the Current or Subsequent Year(s)?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

This will increase deficit spending in the short-term, but will reduce volatility in medical premium contributions.  
We are currently in the Budget Priorities Process to align revenues and expenditures.

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School District: Albany Unified

Public Disclosure of Collective Bargaining Agreement  
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

**F. Identify Other Major Provisions that do not Directly Affect the District's Costs; such as Binding Arbitration, Grievances Procedures, etc.**

None

**G. Source of Funding for Proposed Agreement**

1. Current Year

LCFF

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

N/A

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

LCFF

School District: Albany Unified

Public Disclosure of Collective Bargaining Agreement  
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

**H. Impact of Proposed Agreement on Current Year Operating Budget (Ed. Code 42142)**

	Column 1 Latest Board- Approved Budget Before Settlement As of: 12/12/2017	Column 2 Cost of Adjustments as a Result of Settlement	Column 3 Other Revisions Costs Increases (Decreases)	Column 4 Total New Budget (Col 1+2+3)
<b><u>Revenues</u></b>				
LCFF Sources (8010-8099)	\$ 29,875,029	\$ -	\$ -	\$ 29,875,029
Remaining Revenues (8100-8799)	\$ 15,537,149	\$ -	\$ -	\$ 15,537,149
<b>Total Revenues</b>	<b>\$ 45,412,178</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 45,412,178</b>
<b><u>Expenditures</u></b>				
1000 Certificated Salaries	\$ 21,187,999	\$ -	\$ -	\$ 21,187,999
2000 Classified Salaries	\$ 5,709,802	\$ 21,832	\$ (21,832)	\$ 5,709,802
3000 Employee Benefits	\$ 13,585,682	\$ 6,156	\$ (6,156)	\$ 13,585,682
4000 Books and Supplies	\$ 1,744,279	\$ -	\$ -	\$ 1,744,279
5000 Services and Operating Expenses	\$ 4,091,218	\$ -	\$ -	\$ 4,091,218
6000 Capital Outlay	\$ 639,379	\$ -	\$ -	\$ 639,379
7000 Other Outgo	\$ (172,380)	\$ -	\$ -	\$ (172,380)
<b>Total Expenditures</b>	<b>\$ 46,785,979</b>	<b>\$ 27,988</b>	<b>\$ (27,988)</b>	<b>\$ 46,785,979</b>
Operating Surplus (Deficit)	\$ (1,373,801)	\$ (27,988)	\$ 27,988	\$ (1,373,801)
Other Sources and Transfers In	\$ -	\$ -	\$ -	\$ -
Other Uses and Transfers Out	\$ -	\$ -	\$ -	\$ -
Current Year Increase (Decrease) In Fund Balance	\$ (1,373,801)	\$ (27,988)	\$ 27,988	\$ (1,373,801)
Beginning Balance	\$ 8,460,286			\$ 8,460,286
Current Year Ending Balance	\$ 7,086,485	\$ (27,988)	\$ 27,988	\$ 7,086,485
<b><u>Components of Ending Balance</u></b>				
Nonspendable and Restricted 9711-9740	\$ 508,795	\$ -	\$ -	\$ 508,795
Reserved for Economic Uncertainties 9789 (3%)	\$ 1,403,579	\$ 839.64	\$ (840)	\$ 1,403,579
Committed and Assigned 9770-9780	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated 9790	\$ 5,174,111			\$ 5,174,111



School District: Albany Unified

Public Disclosure of Collective Bargaining Agreement  
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

If the total amount of the adjustment in Column 2 on page 4 does not agree with the amount of the Total Compensation Increase in Section A, line 5, page 1 (e.g. increase was partially budgeted), explain the variance below:

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Please include any additional comments and explanations of page 4 as necessary:

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School District: Albany Unified

Public Disclosure of Collective Bargaining Agreement  
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

## I. Impact of Proposed Agreement on Current Year Unrestricted Reserves

## 1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Page 4, Column 4, total Expense & Other Uses and Transfers Out <i>(Must include restricted and unrestricted expenditures)</i>	\$ 46,785,979
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a. times Line b. <u>or</u> \$50,000.	\$ 1,403,579

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Reserve for Economic Uncertainties	\$ 1,403,579
b. General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount	\$ 5,174,111
c. Special Reserve Fund 17-Budgeted Reserve for Economic Uncertainties	\$ -
d. Special Reserve Fund 17-Budgeted Unassigned/Unappropriated Amount	\$ -
e. Article XIII-B Fund 72-Budgeted Reserve for Economic Uncertainties	\$ -
f. Article XIII-B Fund 72-Budgeted Unassigned/Unappropriated Amount	\$ -
g. Total District Budgeted Unrestricted Reserves	\$ 6,577,690

3. Do unrestricted reserves meet the state standard minimum reserve amount? YES X NO       

If NO, how do you plan to restore your reserves?

[illegible]

School District: Albany Unified

Public Disclosure of Collective Bargaining Agreement  
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Revised MYP Including the Effects of Collective Bargaining

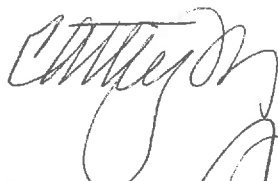
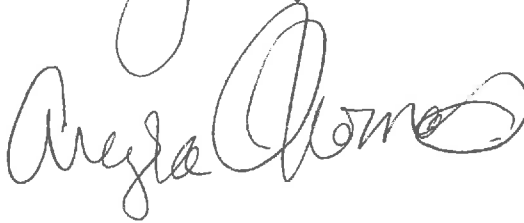
District Name: Albany Unified School District			
General Fund			
Multi-Year Projections			
Budget Year: 2017/18			
	ADA: 3,558.67	ADA: 3,565	ADA: 3,556
	COLA: 0%	COLA: 0%	COLA: 0%
	Deficit: 0%	Deficit: 0%	Deficit: 0%
<b>Revenues</b>	Year: 2017/18	Year: 2018/19	Year: 2019/20
LCFF Sources	29,875,029	30,515,828	31,293,784
Federal Revenue	960,678	945,053	905,466
Other State Revenue	6,361,917	5,148,747	5,148,747
Local Revenue	8,214,554	7,629,192	7,644,000
<b>Total Revenue</b>	<b>45,412,178</b>	<b>44,238,820</b>	<b>44,991,997</b>
<b>Expenditures</b>			
Certificated Salaries	21,187,999	21,187,999	21,007,441
Step & Column Adjustment	0	383,448	391,691
Cost-of-Living Adjustment	0	0	0
Other Adjustments	0	(564,006)	0
Classified Salaries	5,709,802	5,709,802	5,755,227
Step & Column Adjustment	0	45,425	45,878
Cost-of-Living Adjustment	0	0	0
Other Adjustments	0	0	0
Employee Benefits	13,585,682	14,284,535	15,068,221
Books & Supplies	1,744,279	1,526,519	1,538,204
Services, Other Operating Exp	4,091,218	3,978,030	4,005,698
Capital Outlay	639,379	0	0
Other Outgo	0	0	0
Direct Support/Indirect Costs	(172,380)	(172,380)	(172,380)
<b>Total Expenditures</b>	<b>46,785,979</b>	<b>46,379,372</b>	<b>47,639,980</b>
<b>Operating Surplus (Deficit)</b>	<b>(1,373,801)</b>	<b>(2,140,552)</b>	<b>(2,647,983)</b>
Other Financing Sources & Transfers In(Positive figure)	0	260,000	260,000
Other Financing Uses & Transfers Out (Neg Figure)	0	0	0
<b>Current Yr Inc(Dec) in Fund Balance</b>	<b>(1,373,801)</b>	<b>(1,880,552)</b>	<b>(2,387,983)</b>
<b>Beginning Fund Balance</b>	<b>8,460,286</b>	<b>7,086,485</b>	<b>5,205,933</b>
Audit Adjustments/Restatements			
<b>Ending Balance</b>	<b>7,086,485</b>	<b>5,205,933</b>	<b>2,817,950</b>
Restricted Balance	508,795	407,859	442,661
Required Reserve	1,403,579	1,391,381	1,429,199
Unrestricted Balance (Incl Revolving)	5,174,111	3,406,693	946,090
Comments (Major changes):			

Albany Unified School District  
And  
Service Employees International Union (SEIU) Local 1021  
Tentative Agreement

The Albany Unified School District ("District") and the Service Employees International Union, Local 1021 ("SEIU") agree to enter into a Tentative Agreement for a three-year term, from 2017-2020, with the same terms and conditions as outlined in the 2013-2016 Agreement, with the exception of the to the following changes to Article 1, Wages and Salary Schedule Provisions, Article 2, Health and Welfare Benefits, Article 20, Duration, and Exhibit A-Operation Unit.

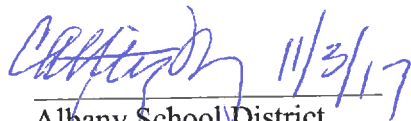
20 DURATION

During the term of the 2017-2020 agreement, the parties agree to reopen negotiations for each of the 2018-2019 and 2019-2020 school year to discuss matters solely related to wages, benefits, and two (2) additional articles within the Agreement per party.

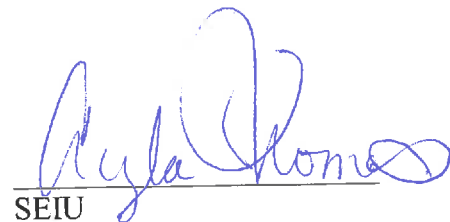
 2/8/18  
 2/8/18

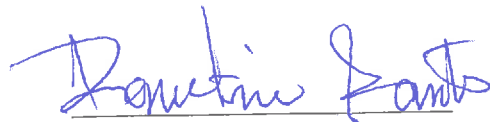
## Exhibit A-Operational Unit

Athletic/Field Maintenance  
Cafeteria Assistant I  
Cafeteria Assistant II  
Cafeteria Manager  
Chief Lead Custodian  
Chief Lead Maintenance  
Custodian  
Kitchen Manager  
Lead Custodian  
Maintenance Craftsman  
Snack Bar Manager

 11/3/17  
Albany School District

 11/3/17  
Albany School District

 Nov. 3, 2017.  
SEIU

 11/3/17  
SEIU

## Tentative Agreement

### 1 WAGES AND SALARY SCHEDULE PROVISIONS

#### 1. ~~2013-2014~~

~~A four percent (4%) salary increase shall be applied to all steps and columns of the current salary schedule, Exhibit B, effective as of July 1, 2013. In addition, there is an understanding by both parties that the cost of health and benefits for 2013-2014 is equivalent to approximately an additional one and five tenths percent (1.5%) increase in compensation.~~

A two percent (2%) salary increase shall be applied to all steps and columns of the salary schedule for 2016-17, Exhibits B effective July 1, 2017. The retro payment will be paid within 45 days of board approval.

### 2 HEALTH AND WELFARE BENEFITS

~~1. Benefits for each full-time employee shall be set forth in Exhibit D. A part-time employee's benefit shall be prorated on the same basis as his/her salary proration.~~

2. Continuing through Dec 31, 2017, the District will provide payment of medical premiums up to the Kaiser or Blue Shield Access + HMO family plans offered by CalPERS, whichever is higher. An employee may choose any available CalPERS plan. The employee shall pay for any cost of the plan that exceeds the higher of Kaiser or Blue Shield Access + HMO family plans. Beginning January 1, 2018, the District will provide payment of medical premiums: For an employee choosing employee only, the District will provide payment of medical premiums up to the Kaiser or Blue Shield Access + HMO employee only plans offered by CalPERS, whichever is higher. An employee may choose any available CalPERS plan. The employee shall pay for any cost of the plan that exceeds the higher of Kaiser or Blue Shield Access + HMO employee only plans.

For an employee choosing employee plus one (coverage for two), the District will provide payment of medical premiums up to the Kaiser plans for coverage for two offered by CalPERS. For an employee choosing employee plus two or more (coverage for 3+), the District will provide payment of medical premiums up to the Kaiser family plans offered by CalPERS. Should the employee want to enroll in a plan other than Kaiser, the District will pay the cost of the Kaiser monthly plans for the employee plus one; and employee plus two or more, as well as pay the employee an additional amount up to \$100.00 per month towards the plan of their choice to offset the difference between the corresponding Kaiser plan and plan of choice.

## Tentative Agreement: Albany Unified School District and Service Employees International Union

AB 119 requires public agencies to provide 10 days advance notice of any new employee orientation. There are times when there is an urgent need to hire a person and delaying the start date 10 days in order to give advance notice of an orientation would negatively impact the operations of the school district.

### **In-Person On-Boarding Meetings**

- A. The District shall allow the Union representative to make a presentation (not to exceed 30 minutes) during the District's in-take/orientation session.
- B. A newly hired employee who does not meet with the union representative during the intake/orientation shall attend a subsequent session (not to exceed 30 minutes), conducted by the Union. The make-up session shall be arranged and conducted by the Union with no loss of compensation by the employee. The meeting shall be arranged with the employee's supervisor in order to minimize disruption to the site.
- C. Union designee(s), including, but not limited to Union representative, officers, stewards, and members, shall conduct the session covered under this agreement.

### **Annual Training**

Annually, the Union shall have the right to hold in-person a one (1) hour training to familiarize represented employees with the terms of the Agreement and discuss other labor relations' issues during the regular working hours and onsite on a pupil free day. The date and time will be mutually agreed upon between SEIU and the District. The employer agrees to release employees without loss in compensation to attend the training.

### **Neutrality**

The District shall not interfere with the Union's presentation during the District's intake/orientation session.

### **Facility and Resource Access**

The Union shall have a right to use the same facilities and audio-visual equipment used, if any, by the District during the District's in-take/orientation session.

### **Employee Information**

The District shall provide the Union designee(s) with electronic notification in malleable electric format of the name, job title, department, work location, work, home, personal cellular telephone numbers, home address, and personal and work e-mail addresses of any newly hired employee within 30 calendar days of the date of hire or by the first pay period of the month following the date of hire.

**Notice of Newly Hired Employee(s)**

The District shall provide the Union with at least ten (10) days' notice in advance of a new employee orientation unless there is an urgent need critical to the District's operations that was not reasonably foreseeable. In that case, a shorter notice may be provided.

*City 2/8/18*  
*Angela Roman 2/8/18*



**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP  
Regular Meeting of February 27, 2018**

**ITEM:** RESOLUTION 2017-18-13 - RELEASE/NON-REELECT TEMPORARY CERTIFICATED EMPLOYEES

**PREPARED BY:** CYNTHIA ATTIYEH

**TYPE OF ITEM:** REVIEW AND ACTION

**PURPOSE:** The purpose of this item is to Release/Non-Reelect Temporary Certificated Employees.

**BACKGROUND INFORMATION:** Each year temporary teachers are hired to fill positions for permanent staff who may be on a leave of absence (i.e. uncompensated leave, in a job share, or in a special assignment) or for positions that are categorically funded. Permanent teachers have rights to return the following year to an assignment for which they are credentialed, so a temporary employee is hired to “backfill”. Temporary employees have no rehire rights and may be released by the district at the conclusion of their temporary contract. Upon receiving an offer of employment, all temporary teachers receive a written contract offer that specifically states that the position is temporary along with the dates of the contract. If the teacher accepts the offer of employment, a temporary contract is prepared and signed by the temporary employee pending board approval.

**DETAILS:**

The total FTE being released is 19.45 FTE.

**KEY QUESTIONS AND ANSWERS:**

**Q:** Why does district release all temporary teachers?

**A:** The district annually releases temporary teachers in order to ensure the District is staffed appropriately. This year, as in the past years, following budget assessment, staffing needs, and positions available, temporary teachers who are eligible for reemployment may be rehired. Due to the continuation of the uncertainties of funding for education from the state and to guarantee the placement of certificated staff on leave, staff recommends that all temporary teachers be released at the end of this school year.

**FINANCIAL INFORMATION:** N/A

**STRATEGIC OBJECTIVES ADDRESSED:**



***Objective #3: Communicate and Lead Together. Goal: All stakeholders will collaborate and communicate about decisions that guide the sites and district.***

**RECOMMENDATION:** Approve Resolution 2017-18-13 - Release/Non-Reelect Temporary Certificated Employees

**Albany Unified School District  
BOARD OF EDUCATION  
Resolution 2017-18-13**

**RESOLUTION TO RELEASE/NON-REELECT TEMPORARY CERTIFICATED EMPLOYEES**

**WHEREAS**, Education Code Section 44954 authorizes Governing Boards of school districts to give notice to temporary certificated employees of the Governing Board's decision to release an employee for the next succeeding school year to such a position at any time, including before March 15<sup>th</sup> and

**WHEREAS**, the employees listed in Exhibit A to this resolution temporary certificated employees; and

**WHEREAS**, the Board of Education has received a recommendation from the Superintendent or other appropriate District administrators to release the employees listed in Exhibit A; and

**WHEREAS**, the Board of Education concurs in said recommendation,

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Education of the Albany Unified School District does hereby authorize the Superintendent or the Superintendent's Designee to notify the temporary certificated employees listed in Exhibit A of the Board's decision to release them for the 2018-19 school year in accordance with Education code Section 44954. The Superintendent or the Superintendent's Designee is further authorized to take any other actions necessary consummate the intent of this Resolution.

**PASSED AND ADOPTED** by the Governing Board of the Albany Unified School District on this 27<sup>th</sup> day of February 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Clerk of the Board of Trustees  
Albany Unified School District  
Alameda County, California

## EXHIBIT A

Last Name	First Name	FTE
Ahnstedt	Adriane	1.00
Barker	Emma	1.00
Blinn	David	1.00
Bradbury	Cynthia	1.00
Bruns	Patty	1.00
Buck-Bauer	Natalie	0.75
Cajina	Jeanne	0.40
Chan	Dan	1.00
Cohen	Aliza	0.80
Cohen	Sally	0.20
Duran	Jennifer	1.00
Edber	Hannah	1.00
Friesen	Karen	0.20
Khalsa	Savitri	1.00
Lauriks	Ann	0.80
Luna-Sparks	Jeff	0.10
Parini	Theresa	1.00
Patil	Neelam	0.40
Richardson	Libby	1.00
Sampayo	Lourdes	0.20
Silas	Amanda	0.20
Slattery	Natalie	0.80
Snyder	Heather	1.00
Stensvold	Danielle	0.60
Uma	Natarajan	1.00
Walter	Beau	1.00

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of February 27, 2018**

**ITEM:** LEASE AGREEMENT WITH BANCROFT CENTER, INC. FOR  
819 BANCROFT WAY, BERKELEY, CA 94710 FOR  
TEMPORARY DISTRICT OFFICE

**PREPARED BY:** ALLAN GARDE, CHIEF BUSINESS OFFICIAL

**TYPE OF ITEM:** REVIEW AND ACTION

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**PURPOSE:** To review and approve a lease agreement with Bancroft Center, Incorporated to provide a new temporary location for the District Office.

**BACKGROUND INFORMATION:** Over the past three years, Staff have been reviewing different options for a District Office with the eventual need to relocate from the current premises on 1051 Monroe Street in the UC Village. UC Berkeley has renewed our license agreement four times, but cannot renew beyond July 31, 2018. Timing is required to plan for a move, relocate departments without impacting operations of the school district. Bancroft Center, Incorporated agreed to a standard thirty day negotiations period, which expires on February 28, 2018. Staff have been working with Bancroft Center, Incorporated on a mutually agreeable upon set of terms and pricing. The pricing agreed upon is in recognition of the school district's current budget constraints. A separate location will be planned for staff where a close proximity to school sites and the community is a priority. This would come at no additional cost to the school district.

*Prior Board Meetings:*

At the [December 12, 2017 Regular Board Meeting](#), the Board approved the fourth amendment with UC Berkeley through July 31, 2018. At the [January 24, 2017 Regular Board Meeting](#), the Board approved the license agreement amendment with UC Berkeley to extend the terms through December 31, 2017. At the [October 13, 2016 Regular Board Meeting](#), the Board reviewed a report on options for a different temporary or permanent location for the District Office. At the [March 29, 2016 Board Meeting](#), the Board approved an agreement with Dutra Cerro Graden to develop a Request for Proposals for the relocation of the District Office. At the [August 11, 2015 Regular Board Meeting](#), the Board approved Dutra Cerro Graden to conduct a Strategic Asset Review for the District facilities. At the [February 2, 2010 Regular Board Meeting](#), the Board approved a license agreement with the Regents of the University of California (UC Regents) for the use of land on 1051 Monroe Street in Albany. This land has been used as a temporary location for the District Office, previously located at the Cornell Elementary School Annex.

**DETAILS:** This lease agreement is with Bancroft Center, Incorporated and has been reviewed by legal counsel. The property was inspected by staff and deemed adequate for use.

The lease rate would be \$1.50 per square foot from March 1, 2018 to February 28, 2019. Beginning March 1, 2019 the lease rate would increase to \$2.25 per square foot and remain at that rate through February 28, 2023. An option to extend the lease for an additional five year term is available at 95% of the market rate at the time of the extension in 2023, but not less than the rate of \$2.25.

In addition to this cost, there is a common area cost for the lessor to provide upkeep of the general area. This cost is estimated at about \$7,200.

**KEY QUESTIONS/ANSWERS:**

1. Why are there savings projected in this agreement?
  - a. The current cost of the District Office in the UC Village is \$0.84 per square foot per month. This is significantly below market rate. The cost of this agreement begins at \$1.50 per square foot per month, then increases to \$2.25 per square foot per month on March 1, 2019. This is still below market rate for office space, but an added cost to the school district. In order to mitigate these costs, the school district has developed ways to generate consistent and ongoing revenues to begin in 2018/19.
2. Why can't the District Office spread out to the school sites?
  - a. In 2014, we needed to add seven portable classrooms to various campuses within Albany. The campuses do not have room for an additional eight portables to house the District Office.

**FINANCIAL INFORMATION:**

<b>Time Frame</b>	<b>Cost of Agreement</b>	<b>Net Expenditure</b>
March 1, 2018 to June 30, 2018	\$35,008	\$35,008
July 1, 2018 to June 30, 2019	\$131,986	\$3,986
July 1, 2019 to June 30, 2020	\$149,090	\$12,196
July 1, 2020 to June 30, 2021	\$149,090	\$1,347
July 1, 2021 to June 30, 2022	\$149,090	(\$10,084) – Savings
July 1, 2022 to February 28, 2023	\$99,395	(\$21,925) – Savings
<b>Total</b>	<b>\$713,659</b>	<b>\$20,528</b>

**STRATEGIC GOALS ADDRESSED:** This Board Item addresses



**Objective #3:** Communicate and Lead Together.

**Goal:** All stakeholders will collaborate and communicate about decisions that guide the sites and district.

**RECOMMENDATION:** Approval of Lease Agreement with Bancroft Center, Inc. for 819 Bancroft Way, Berkeley, CA 94710 for Temporary District Office

L E A S E

THIS LEASE is made and entered into this \_\_\_\_day of February, 2018, by and between **Bancroft Center, Inc., a California corporation**, hereinafter referred to as "Lessor", and **Albany Unified School District**, hereinafter referred to as "Lessee."

WHEREAS, Lessee is desirous of leasing from Lessor certain premises located at **819 Bancroft Way, Berkeley, California 94710** for the purpose of conducting an office in accordance with the provisions of this Lease,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. Description of Premises: For and in consideration of the agreement of Lessee to pay the rental and other sums herein provided for and to perform the covenants, agreements and conditions on its part herein contained, Lessor hereby leases unto Lessee, and Lessee does hereby hire from Lessor those certain premises consisting of approximately 5,030 square feet more particularly described as **819 Bancroft Way, Berkeley, California 94710** ("Premises").

2. Term: The term of the Lease shall be for **five (5) years** and shall commence on **March 1, 2018** and terminate on **February 28, 2023**, unless sooner terminated pursuant to the provisions herein. Lessee.

3. Condition of Premises: Lessee has accepted the Premises in "as is" condition.

4. Rental:  
(A) During the term hereof, Lessee shall pay to Lessor a minium cash rental in monthly installments as follows:

- |   |                                      |
|---|--------------------------------------|
| 1. <b>March 1, 2018 - February 28, 2019</b> | <u><b>\$7,545.00 per month.</b></u>  |
| 2. <b>March 1, 2019 - February 28, 2023</b> | <u><b>\$11,820.50 per month.</b></u> |

Each monthly payment shall be paid on or before the first day of each calendar month. If any payment due pursuant to this paragraph is not received by Lessor by the close of business on the 5th day of the month, a late charge in the amount of 5% of the monthly installment shall be immediately due in addition to the monthly installment. If the term shall begin on a day other than the first day of the calendar month, or if it shall terminate on a day other than the last day of the calendar month, the minimum cash rentals for the first and last fractional months shall be the appropriate proportion of the minimum cash rental for a full calendar month.

(B) In addition, Lessee shall pay to Lessor a monthly amount estimated by Lessor to be Lessee's share of the maintenance and operation of the common areas of the building and real property in which the Premises is located ("common area costs"), on the first day of each month during the term. Lessee's proportionate share of common area costs shall be 8.82%, the ratio of the total common area costs that the total number of gross square feet in the Premises bears to the total number of gross leasable square feet at Bancroft Center. If the total number of gross leasable square feet at **Bancroft Center** changes, then Lessee's proportionate share of common area costs shall be proportionately adjusted. Lessor may adjust the monthly common area charge at the end of each annual accounting period on the basis of Lessor's reasonably anticipated costs for the following accounting period. Lessor shall furnish Lessee a statement showing the total common area costs for the accounting period, and the payments made by Lessee during such accounting period, within 30 days after the end of each such annual period. If Lessee's share of the common area costs for the period exceeds the payments made by Lessee, Lessee shall pay Lessor the deficiency within 15 days after receipt of the statement. If Lessee's payments made exceed Lessee's share, Lessor shall pay Lessee the excess at the time Lessor furnishes the accounting statement to Lessee.

5. Taxes: Lessor shall pay the real property taxes applicable to the Premises. Notwithstanding the foregoing, Lessee shall pay to Lessor upon demand therefore the entirety of any increase in real property taxes if assessed solely by reason of improvements placed upon the Premises by Lessee or at Lessee's request. Lessee shall pay prior to delinquency all taxes assessed against and levied upon furniture, furnishings, equipment and all other personal property of Lessee contained in the Premises. When possible, Lessee shall cause such personal property to be assessed and billed separately from the real property of Lessor. If any of such personal property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to such personal property within 10 days after receipt of a written statement setting forth the taxes applicable to such personal property.

6. Security: Lessee shall deposit with Lessor upon execution hereof **\$10,000.00** as, security for Lessee's faithful performance of Lessee's obligations hereunder. If Lessee fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Lessor may use, apply or retain all or any portion of said deposit for the payment of any rent or other charge in default or for the payment of any other sum to which Lessor may become obligated by reason of Lessee's default, or to compensate Lessor for any loss or damage which Lessor may suffer thereby. If Lessor so uses or

applies all or any portion of said deposit, Lessee shall within ten (10) days after written demand therefore deposit cash with Lessor in an amount sufficient to restore said deposit to the full amount hereinabove stated and Lessee's failure to do so shall be a material breach of this Lease. Lessor shall not be required to keep said deposit separate from its general accounts. Lessor shall not be required to pay the Lessee interest on the security deposit. If Lessee performs all of Lessee's obligations hereunder, said deposit, or so much thereof as has not theretofore been applied by Lessor, shall be returned, without payment of interest or other increment for its use, to Lessee (or, at Lessor's option, to the last assignee, if any, of Lessee's interest hereunder) at the expiration of the term hereof, and after Lessee has vacated the Premises. No trust relationship is created herein between Lessor and Lessee with respect to said Security Deposit.

7. Notices: All notices, demands or other writings in this lease provided to be given, made or sent, or which may be given, made or sent, by either party hereto to the other, shall be deemed to have been fully given, made or sent three (3) days after being made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To Lessor:

**Bancroft Center, Inc.**  
**1834 Fourth Street**  
**Berkeley, CA 94710**

To Lessee:

**Albany Unified School District**  
**1051 Monroe St.**  
**Albany, Ca. 94706**

The address to which any notice, demand, or other writing may be given, made or sent to any party may be changed by written notice given by such party as above provided.

8. Use: The Premises shall be used and occupied only for an office and for no other purpose. Lessor warrants to Lessee that the Premises, in its state existing on the date that the term commences, but without regard to the use for which Lessee will use the Premises, does not violate any covenants or restrictions of record, or any applicable building code, regulation or ordinance in effect on such term commencement date. In the event it is determined that this warranty has been violated, then it shall be the obligation of the Lessor, after written notice from Lessee, to promptly, at Lessor's sole cost and expense, rectify any such violation. In the event Lessee does not give to Lessor written notice of the violation of this warranty within six months from the date that the term commences, the correction of same shall be the obligation of the Lessee at Lessee's sole cost. Except as provided above, Lessee shall, at Lessee's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the term or any part of the term hereof, regulating the use by Lessee of the Premises. Lessee shall not use nor permit the use of the Premises in any manner that, if there shall be more than one tenant in the building containing the Premises, shall tend to disturb such other tenants. Lessee shall not use or store any substance on the Premises that is flammable, explosive, hazardous, toxic or that is restricted by Department of Health Services, California Water Quality Control Board, Environmental Protection Agency, or City of Berkeley Health Department.

9. Waste; Alterations: Lessee shall not commit, or suffer to be committed, any waste upon the Premises, or any nuisance, or other act or thing which may disrupt the quiet enjoyment of any other tenant. Lessee shall not make, or suffer to be made, any alterations of or additions to the Premises, or any part thereof, without the written consent of Lessor first had and obtained, and any addition to, or alterations of, the Premises, except movable furniture and trade fixtures, shall become a part of the realty and belong to Lessor.

10. Advertising and Signs: Lessee will not place or suffer to be placed or maintained on any exterior door, wall or window of the Premises any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass or any window or door of the Premises without first obtaining Lessor's written approval. Lessee further agrees to maintain any such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times. Lessee further agrees to obtain any sign in strict conformance with Lessor's sign criteria as to design, material, color, location, size, and letter style from the source designated by Lessor. Lessee agrees that all signs will be in compliance with the Berkeley Sign Ordinance.

11. Repairs: Subject to the provisions of Paragraph 12 hereof, Lessee shall, during the term of this Lease, at its sole cost and expense, keep and maintain the Premises and appurtenances and every part thereof (excluding the roof, foundation and sidewalls of the Premises which Lessor shall maintain), including doors, locks, awnings, and the interior of the Premises, lighting ballasts and fluorescents, and ventilating and heating equipment, in good and sanitary order, condition and repair; and Lessee hereby expressly waives all right to make repairs at the expense of Lessor under Sections 1941 and 1942 of the California Civil Code or any amendments thereto or law which may hereafter be passed by the State of California during the term of the Lease authorizing a Lessee to make repairs at the expense of the Lessor. Lessee agrees that, when it is necessary that repairs be made to the Premises by it as aforesaid, it will proceed promptly with the commencement of such work and will diligently carry the same to completion.

Lessee agrees on the last day of the term, or sooner termination of this Lease, to surrender to Lessor the Premises with the improvements and the appurtenances thereto in the same condition as when received, reasonable use and wear thereof and damage by casualty excepted.

12. Destruction of Premises: In the event of a partial destruction of the Premises during the term of this lease, from any cause, Lessor shall forthwith repair the same, provided such repairs can be made within sixty (60) days under the laws and regulations of the state, federal, county or municipal authorities, but such partial destruction shall not annul or void this Lease, except that Lessee shall be entitled to a proportionate reduction of the minimum cash rental while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by the Lessee in the Premises. If such repairs cannot be made in sixty (60) days, Lessor may, at its option, make same within a reasonable time, this Lease continuing in full force and effect and the rent to be proportionately rebated as aforesaid in this paragraph provided. In the event that Lessor does not so elect to make such repairs which cannot be made in sixty (60) days, or such repairs cannot be made under such laws and regulations within one hundred and twenty (120) days, this Lease may be terminated at the option of either party. In respect to any partial destruction which Lessor is obliged to repair or may elect to repair under the terms of this paragraph, Lessee hereby waives the provisions of Section 1932, subdivision 2, and Section 133, subdivision 4, of the Civil Code of the State of California, or any amendments thereto or law which may hereafter be passed by the State of California during the term of this Lease authorizing the termination of a lease upon the complete or partial destruction of the Premises. In the event that the building in which the Premises may be situated be destroyed to the extent of not less than twenty-five percent (25%) of the replacement cost thereof, Lessor may elect to terminate this Lease, whether the Premises be damaged or not. In the event of any dispute between Lessor and Lessee relative to the provisions of this paragraph, the controversy shall be determined by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

13. Utilities. Lessee shall pay for all water, gas, heat, power, telephone, garbage collection, and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered to Lessee, Lessee shall pay a reasonable proportion to be determined by Lessor of all charges jointly metered with other premises. Lessee shall not contract with the City of Berkeley for garbage collection.

14. Mechanics' and Other Liens: Lessee covenants and agrees to keep the Premises free and clear of and from any and all mechanics', materialmen's and other liens for work or labor done, services performed and materials used or furnished in or about the Premises for or in connection with any operations of the Lessee, any alteration, improvement or repairs or additions which Lessee may make or permit or cause to be made, of any work or construction by, for or permitted by Lessee on or about the Premises, and at all times promptly and fully to pay and discharge any and all claims upon which any such lien may or could be based and to save and hold the Lessor and all of the Premises and the building in which the Premises are located free of and from any and all such liens and claims of liens and suits or other proceedings pertaining thereto. Lessee further agrees that, if so requested by Lessor, it will obtain, at Lessee's sole expense, a bond sufficient to protect the Premises against any mechanics', materialmen's or other liens of the type described in this paragraph..

15. Liability: Lessee covenants and agrees that Lessor shall not at any time or to any extent whatsoever be liable, responsible or accountable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person whosoever may at any time be using or occupying or visiting the Premises or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or result from or arise out of any act, omission or negligence of Lessee or of any occupant, subtenant, visitor or use of any portion of the Premises, or shall result from or be caused by any other matter or thing, whether the same kind as or of a different kind than the matters or things above set forth, and Lessee shall forever indemnify, defend, hold and save Lessor free and harmless of, from and against any and all claims, liability, or damage whatsoever on account of any such loss, injury, death, or damage. Lessee hereby waives all claims against Lessor for damages to furniture, furnishings, equipment and all other personal property, and any improvements placed upon the Premises by Lessee or at Lessee's request, in, upon, or about the Premises, and for injuries to persons in or about the Premises, from any cause arising at any time.

16. Insurance:

(A) Lessor shall obtain and keep in force during the term a policy or policies of insurance covering loss or damage to the buildings on Lessor's parcel, providing protection against "special form" perils. Lessee may, but shall not be obligated to, obtain and keep in force during the term property insurance covering Lessee's furniture, furnishings, equipment and all other personal property, and any improvements placed upon the Premises by Lessee or at Lessee's request. Lessee hereby waives against Lessor any and all claims and demands for damages, loss, or injury to the Premises or to Lessee's furniture, furnishings, equipment and all other personal property, and any improvements placed upon the Premises by Lessee or at Lessee's request, which shall be caused by a peril covered by Lessor's property insurance. Lessor and Lessee further agree that if Lessee carries property insurance, then Lessor's property insurer shall waive any right of subrogation against Lessee and Lessee's property



insurer shall waive any right of subrogation against Lessor.

(B) Lessee shall, at Lessee's expense, obtain and keep in force during the term a policy of comprehensive or commercial general liability insurance covering the Premises, having limits of not less than \$1,000,000 per occurrence. The policy shall name Lessor as an additional insured and shall include a thirty (30) day notice of cancellation to Lessor.

17. Inspection of Premises: Lessor shall be entitled at all reasonable times to go upon and into the Premises for the purpose of inspecting the same, for the purpose of maintaining the building in which the Premises is located, or for the purpose of making repairs, alterations or additions to any other portion of said building, including the erection and maintenance of such scaffolding, canopies, fences and props as may be required, or for the purpose of inspecting the performance by Lessee of the terms and conditions of this Lease, or for the purpose of posting and keeping posted thereon notices of nonresponsibility for construction, alteration or repair thereof, as required or permitted by any law or ordinance, and during the last three months of the term hereof for the purpose of exhibiting the Premises to prospective lessees thereof, and placing upon the Premises any usual or ordinary "to let" or "to lease" sign.

18. Lessee's Fixtures and Equipment: Lessee shall at the termination of this Lease, if not then in default hereunder, and if so requested in writing by Lessor, remove from the Premises any fixtures or equipment placed upon the Premises by Lessee or at Lessee's request, provided, however, that under no circumstances shall any be removed without Lessor's written consent if (1) such fixture or equipment is used in the operation of the building, or (2) the removal thereof would result in impairing the structural strength of the building. Lessee shall fully repair any damage occasioned by the removal of any such fixtures or equipment and shall leave the building in a good, clean, and neat condition.

19. Interest On Past Due Obligations: Any amount due to Lessor not paid when due shall bear interest at the maximum rate then allowable by law from the date due. Payment of such interest shall not excuse or cure any default by Lessee under this Lease.

20. Quiet Enjoyment: Upon Lessee's paying the rental for the Premises and observing and performing all of the covenants, conditions and provisions on Lessee's part to be observed and performed hereunder, Lessee shall have quiet possession of the Premises for the term, subject to the provisions of this Lease.

21. Waiver: No consent or waiver, expressed or implied by either party to or of any breach or default by the other in the performance by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of such other party of the same or any other obligation of such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other or to declare the other party in default shall not constitute a waiver by such party of its rights hereunder.

22. Abandonment: Lessee shall not vacate or abandon the Premises at any time during the term of this Lease and if Lessee shall abandon, vacate or surrender the Premises or be dispossessed by process of law, or otherwise, any personal property left on the Premises shall be deemed to be abandoned, at the option of Lessor.

23. Default:

(A) In the event of any breach of this Lease by Lessee, then Lessor, besides other rights or remedies it may have, shall have the right to continue the Lease and Lessee's right to possession, and recover the rental as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations.

(B) Should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, relet said Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable with the right to make alterations and repairs to said Premises. Upon such reletting, (a) Lessee shall be immediately liable to pay to Lessor, in addition to any indebtedness other than rental due hereunder, the reasonable cost and expense of such reletting incurred by Lessor, and the amount, if any, by which the rental reserved in this Lease for the period of such reletting (up to but not beyond the term of this Lease) exceeds the amount agreed to be paid as rental for the Premises for such period of such reletting; or (b) at the option of Lessor, rental received by Lessor from such reletting shall be applied, first, to the payment of any indebtedness, other than rental due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting and of such alterations and repair; third, to the payment of rental due and unpaid hereunder and the residue, if any shall be held by Lessor and applied in payment of future rental as the same may become due and payable hereunder.

(C) If Lessee has been credited with any rental to be received by such reletting under option (a) above and such rental shall not be promptly paid to Lessor by the new lessee or if such rentals received from such reletting under option (b) above during any months be less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such reentry or taking possession of the Premises by Lessor

shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Lessee or unless the termination thereof is decreed by a court of competent jurisdiction.

(D) Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the Premises and including the worth at the time of such termination of the excess, as provided by California statutory and decisional law, if any, of the amount of rental and charges equivalent to rental reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor. .

(E) Lessee shall not be deemed to be in default hereunder unless the rental provided for herein is not paid within three (3) days after Lessee has received written notice from Lessor that the same has become due, or unless Lessee has failed to cure a default in any of the other covenants or conditions herein contained on Lessee's part to be performed within ten (10) days after Lessee has received written notice from Lessor of such default.

24. Remedies Cumulative: All remedies hereinbefore and hereinafter conferred upon the Lessor shall be deemed cumulative and no one exclusive of the other or any other remedy conferred by law.

25. Holding Over: Should Lessee hold over the term hereby created without the consent of Lessor, the term of this Lease shall be deemed to be and shall be extended on a month to month basis at double the total monthly rental payable for the last month of the preceding term, and otherwise upon the covenants and conditions in this Lease contained, until either party hereto serves upon the other at least thirty (30) days' written notice reciting therein the effective date of termination. Upon the effective date of termination, this Lease so extended shall terminate.

26. Attorney's Fees: In the event an action should be brought by either party against the other for the violation of any covenant or condition of this Lease or for a declaration of rights hereunder, or should an action be brought by Lessor for recovery of possession of the Premises, the unsuccessful party in such action agrees to pay to the other in each instance the fees of the other party's attorney in such suit in the reasonable amount thereof, to be determined in such action by the court and taxed as a part of the costs thereof.

27. Assignment and Subletting: Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Lessee's interest in this Lease or in the Premises, without Lessor's prior written consent, which Lessor shall not unreasonably withhold. Lessor shall respond to Lessee's request for consent hereunder in a timely manner and any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void, and shall constitute a breach of this Lease. Regardless of Lessor's consent, no subletting or assignment shall release Lessee of Lessee's obligation or alter the primary liability of Lessee to pay the rental and to perform all other obligations to be performed by Lessee hereunder. The acceptance of rent by Lessor from any other person shall not be deemed to be a waiver by Lessor of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee of Lessee in the performance of any of the terms hereof, Lessor may proceed directly against Lessee without the necessity of exhausting remedies against said assignee. Lessor may consent to subsequent assignments or subletting of this Lease or amendments or modifications to this lease with assignees of Lessee, without notifying Lessee and without obtaining Lessee's consent thereto, and such action shall not relieve Lessee of liability under this Lease. In the event Lessee shall request the consent of Lessor to any assignment or subletting, Lessee shall pay Lessor's reasonable attorneys fees incurred in connection therewith.

28. Eminent Domain:

(A) If title to all of the Premises or so much thereof be taken by any public or quasi-public use under any statute or by rights of eminent domain, or by private purchase in lieu thereof, so that a reasonable amount of reconstruction of the Premises will not result in the Premises being a practical improvement and reasonably suitable for Lessee's continued occupancy for the uses and purposes for which the Premises are leased, this Lease shall terminate as of the date that possession of the Premises, or part thereof, be taken.

(B) If any part of the Premises shall be so taken and the remaining part thereof (after reconstruction of the then existing building in which the Premises are located) is reasonably suitable for Lessee's continued occupancy for the purposes and uses for which the Premises are leased, this Lease shall, as to the part so taken, terminate as of the date that possession of such part of the Premises be so taken and the rental shall be reduced in the same proportion that the floor area of the portion of the Premises so taken (less additions thereto by reason of any reconstruction) bears to the original floor area of the Premises, and Lessor shall, at its own cost and expense, make all necessary repairs or alterations to the building in which the Premises are located so as to constitute the portion of the building not taken a complete architectural unit and the remaining premises a complete unit, but such work shall not exceed the scope of the work to be done by Lessor in originally constructing said building.

(C) All compensation awarded or paid upon such a total or partial taking of the fee of the

Premises shall belong to and be the property of Lessor, whether such compensation be awarded or paid as compensation for diminution of value of the leasehold or to the fee; provided, however, that Lessor shall not be entitled to any award made to Lessee that does not reduce Lessor's award.

(D) Each party agrees to execute and deliver to the other all instruments that may be required to effectuate the provisions hereof.

29. Subordination: Lessee agrees that this Lease shall be subordinate to any mortgage or trust deeds that are now or may hereafter be placed upon the Premises and to any and all advances made or to be made thereunder, and to the interest thereon and all renewals, replacements and extensions thereof, provided the mortgagee or beneficiary named in said mortgages or trust deeds shall agree to recognize the Lease of the Lessee in the event of foreclosure if the Lessee is not in default. If any mortgagee or beneficiary elects to have this Lease superior to its mortgage or deed of trust by notice to Lessee, then this Lease shall be deemed superior to the lien of any such mortgage or trust deed, whether this Lease is dated prior or subsequent to the date of the mortgage or deed of trust.

30. Estoppel Certificates: Lessee agrees at any time and from time to time upon not less than ten (10) days following notice from Lessor to execute, acknowledge and deliver to Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications), and the dates to which rental and other charges have been paid, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by a prospective purchaser, mortgagee, or assignee of any mortgagee of the Premises.

31. Surrender of Lease: The voluntary or other surrender of this Lease by Lessee, or mutual cancellation thereof, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subleases, subtenancies or concessions.

32. Time of Essence: Time is hereby expressly declared to be of the essence of this Lease and of each and every covenant, term, condition, and provision hereof.

33. Paragraph Headings: Paragraph headings in this Lease are for convenience only and are not to be construed as part of this Lease or in any way limiting or amplifying the provisions hereof.

34. Expense of Determinations by Impartial Third Persons: In the event that it shall become necessary to have any matter determined by an impartial third person under the provisions of Paragraph 12 of this Lease, the expenses of such determination shall be borne equally between Lessor and Lessee.

35. Definitions: The words "Lessor" and "Lessee" as used herein shall include the plural as well as the singular. The neuter gender includes the masculine and feminine.

36. Lease construed as Whole: The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against either the Lessor or the Lessee.

37. Option to Extend:

(A) Lessee shall have the option to extend the term of this Lease for one additional five (5) year period. All of the provisions of this Lease shall remain in full force and effect during the extended term except for the amount of the minimum cash rental. The minimum cash rental for the first year of the extended term shall be ninety-five percent (95%) of the fair rental value of the Premises, but no less than the minimum cash rental for the last year of the initial term. "Fair rental value" shall mean the rate being charged to tenants for comparable space in the building in which the Premises is located. On the first day of each subsequent year of the extended term, beginning on the first day of the second year of the extended term, the minimum cash rental then payable shall increase by the percentage increase (if any) in the Consumer Price Index (CPI) for All Urban Consumers, San Francisco-Oakland-San Jose, CA (1982-84=100) (or a comparable index selected by Lessor if said index is no longer published) comparing the CPI most recently published prior to the first day of each year to the CPI published one year earlier. Lessee must give notice to Lessor at least one hundred twenty (120) days prior to the last day of the initial term of Lessee's intent to exercise the option.

(B) The parties shall have thirty (30) days after Lessor receives the option notice to agree upon the fair rental value of the Premises during the first Lease Year of the extended term. If they do not reach agreement within said period, then within ten (10) days after expiration of said period, each party shall appoint a real estate appraiser with at least five years' full-time commercial appraisal experience in the area in which the Premises is located to establish the fair rental value. If a party fails to timely appoint an appraiser, then the single appraiser shall set the fair rental value. If there are two appraisers appointed by the parties, the appraisers shall meet and attempt to agree upon the fair rental value. If the appraisers are unable to agree within thirty (30) days after the second appraiser is appointed, the appraisers shall, within ten (10) days after said thirty day period, select a third appraiser meeting the same qualifications. The third appraiser shall select the one proposal which most closely approximates the third appraiser's independent assessment of the fair rental value of the Premises. The third appraiser's authority is limited to selecting one of the proposed fair rental value figures, and shall have no authority to set a compromise rental figure. The decision of the third appraiser shall be final and binding on the parties. If the

appraisers selected by the parties cannot agree upon a third appraiser within said ten (10) days, then either party can file a petition with the American Arbitration Association solely for the purpose of selecting a third appraiser who shall set the fair rental value. Any fees and costs incurred for the appraisers shall be equally borne by the parties.

38. Multiple Tenant Building: In the event that the Premises are part of a larger building or group of buildings then Lessee agrees that it will abide by, keep and observe all reasonable rules and regulations which Lessor may make from time to time for the management, safety, care, and cleanliness of the building and grounds, the parking of vehicles and the preservation of good order therein as well as for the convenience of other occupants and tenants of the building. The violations of any such rules and regulations shall be deemed a material breach of this Lease by Lessee.

39. Security Measures: Lessee hereby acknowledges that the rental payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of Lessee, its agents and invitees from acts of third parties.

40. Severability: If any provision of this Lease or the application to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

41. California Law: This Lease shall be construed and interpreted in accordance with the laws of the State of California.

42. Incorporation of Prior Agreements; Amendments: This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification. Except as otherwise stated in this Lease, Lessee hereby acknowledges that Lessor, and its employees and agents, have not made any oral or written warranties or representations to Lessee relative to the condition or use by Lessee of the Premises and Lessee acknowledges that Lessee assumes all responsibility regarding the Occupational Safety Health Act, the legal use and adaptability of the Premises and the compliance thereof with all applicable laws and regulations in effect during the term of this Lease. Notwithstanding anything to the contrary herein, Lessor shall not be responsible for any alterations or changes to the Premises required to comply with the Americans with Disabilities Act or due to any failure of the Premises to be in compliance with applicable laws, ordinances or codes as of the commencement of the Lease except as otherwise specifically stated in this Lease.

43. Easements: Lessor reserves to itself the right, from time to time, to grant such easements, rights and dedications that Lessor deems necessary or desirable, and to cause the recordation of Parcel Maps and restrictions, so long as such easements, rights, dedications, Maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee shall sign any of the aforementioned documents upon request of Lessor and failure to do so shall constitute a material breach of this Lease.

44. Authority: If Lessee is a corporation, trust, or general or limited partnership, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said entity. If Lessee is a corporation, trust or partnership, Lessee shall, within thirty (30) days after execution of this Lease, deliver to Lessor evidence of such authority satisfactory to Lessor.

45. Performance by Lessor: In the event that Lessee shall fail or neglect to perform any act or thing herein provided by it to be done or performed and such failure shall continue for a period of thirty (30) days after written notice from Lessor specifying the nature of the act or thing to be done or performed, then Lessor may, but shall not be required to, do or perform or cause to be done or performed, such act or thing (entering upon the Premises for such purposes, if Lessor shall so elect), and Lessor shall not be held liable for or in any way be responsible for any loss, inconvenience, annoyance or damage resulting to Lessee on account thereof, and Lessee shall repay to Lessor upon demand the entire cost and expense thereof, including compensation to the agents and servants of lessor. Any act or thing done by Lessor pursuant to the provisions of this paragraph shall not be or be construed as a waiver of any such default by Lessee, or as a waiver of any covenant, term or condition herein contained or of the performance thereof.

46. Real Estate Brokers: Each party represents that it has not had dealings with any real estate broker, finder, or other person with respect to this Lease in any manner, except for Norheim & Yost and Better Homes & Gardens Realty. Each party shall hold harmless the other party from all damages resulting from any claims that may be asserted against the other party by any broker, finder, or person with whom the other party has or purportedly has dealt except for Norheim & Yost and Better Homes & Gardens Realty.

47. CASp Inspection: A Certified Access Specialist (“CASp”) can inspect the Premises and determine whether the Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises. Lessor hereby advised Lessee that the Premises has not been inspected by a CASp, pursuant to California Civil Code §1938.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate by proper persons thereunto duly authorized as of the day and year first hereinafter written.

LESSOR: BANCROFT CENTER, INC.

By: \_\_\_\_\_ Date \_\_\_\_\_  
Denny Abrams, President

LESSEE: ALBANY UNIFIED SCHOOL DISTRICT

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

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of February 27, 2018**

**ITEM:** **AGREEMENT FOR DESIGN-BUILD SERVICES WITH ALTEN  
CONSTRUCTION FOR THE ALBANY HIGH SCHOOL  
ADDITION PROJECT**

**PREPARED BY:** **ALLAN GARDE, CHIEF BUSINESS OFFICIAL**

**TYPE OF ITEM:** **REVIEW AND ACTION**

**PURPOSE:** To review and approve the agreement for Design-Build Services with Alten Construction for the Albany High School Addition Project and authorize progress with Phase I of the agreement for Preconstruction and Design

**BACKGROUND INFORMATION:** At the [November 28, 2017 Regular Board Meeting](#), the Board approved Annual Contractor Prequalification List approving 11 contractors for upcoming facilities projects. At the [November 14, 2017 Regular Board Meeting](#), the Board approved reengaging with the Albany High School Classroom Addition Committee and the Sustainability / Integrated Design Committee to finalize the design of the project and target August 2019 as an opening date for the project. At the [June 21, 2016 Regular Board Meeting](#), the Board reviewed an update of the design progress for the Albany High School Addition. At the [March 29, 2016 Special Board Meeting](#), the Board approved an agreement with Gould Evans, Inc. to lead a design team to develop architectural bridging documents with the design of an additional classroom wing at AHS.

A supplemental questionnaire specific to the Albany High School Addition was issued to the eleven prequalified contractors. The top three responses from contractors received were selected to move forward with an extensive Request for Proposals (RFP) process.

The RFP process included a quantitative scoring matrix required by Assembly Bill 1358 and Education Code 17250. This scoring matrix had cost, Guaranteed Maximum Price (weighing 40%) and input from the selection committee (weighing 35%) as two of the most significant factors in evaluating the proposals. The selection committee comprised of AHS Staff, members of the Sustainability / Integrated Design Committee, and the Director of Technology. Two Board Members, the Superintendent, and the CBO, were non-voting members observing the process of the interviews. In addition to this, the review included technical reviews from the CBO, Pittsburg USD Facilities Director, and the Facilities Program Manager for the District.

**DETAILS:** A contract with Gould Evans was approved, per the above background, to provide Bridging Architectural Services for the Albany High School Addition Project. These services were to develop the design to be included in the RFP package and provide architectural oversight through the completion of construction documents to be submitted to the Division of the State Architect.

Based on the scoring matrix included in the RFP, the following design-build entities ranked as follows:

Section	Heading	Max Points	Meehleis	Alten	Rodan
1	Overall Project Approach	5.0	-	-	-
2	Experience of Project Team & Staffing Plan	5.0	-	-	-
3	Approach to Meeting Schedule	5.0	-	-	-
4	Life Cycle Costs/NZE Analysis	5.0	-	-	-
5	Design Concepts & Proposed Systems	10.0	-	-	-
6	Exceptions & Qualifications	5.0	-	-	-
7	Confidential Meetings	20.0	-	-	-
8	Reference Checks	5.0	-	-	-
9	GMP Proposal	40.0	-	-	-

<b>TOTAL</b>	<b>100.0</b>	<b>84.3</b>	<b>92.3</b>	<b>82.5</b>
<b>RANK</b>	<b>2</b>	<b>1</b>	<b>3</b>	

The detailed scores and backup resulting in the rankings above are available for an in-person review at the request of each design-build entity.

This agreement is for Design-Build Services with the top-ranked design-build entity, Alten Construction, for the Albany High School Addition Project. Phase I is for Design and Preconstruction Services to hold several meetings with the Albany High School Addition Committee comprised of:

1. Alexia Ritchie, Albany High School Principal
2. Darren McNally, Coordinator of Alternative Education
3. Jeff Castle, AHS Teacher
4. Dean Becker, AHS Teacher
5. Becca Burns, AHS Counselor
6. Valerie Risk, AHS Teacher
7. Jessica Park, AHS Teacher
8. Dax Kajiwarra, Director of Technology
9. Diana Hayton, Resident; Sustainability / Integrated Design Committee Member; Architect
10. Allan Daly, Resident; Sustainability / Integrated Design Committee Member; Mechanical Engineer
11. Rosa Sheng, Resident; Sustainability / Integrated Design Committee Member; Architect

The members above discussed and provided input during the RFP process of the three firms and for consistency and continuity purposes, they will work with Alten Construction to further discuss priorities and constraints to finalize the design.

Milestone Completion Dates and the final Guaranteed Maximum Price amount will be updated and brought back to the Board at the completion of Phase I.

The General Conditions and Project Manual are in-form only

- The forms will be populated and incorporated with the approval of Phase II – Construction

Project Timeline Completion Dates Proposed (Contingent on meeting task and decision milestones and a three month approval timeline from the Division of the State Architect):

- February 27, 2018 – Phase I (Design and Preconstruction Services)
- *September 4, 2018 – Approval from the Division of the State Architect*
- *July 31, 2019 – Phase II (Substantial Completion)*
- *August 1, 2019 – Occupancy Date*
- *August 6, 2019 – Project Completion Target*

*Italicized dates will be updated at the completion of Phase I and once approval is received from the Division of the State Architect.*

Legal Counsel developed, reviewed, and approved the final agreement, attachments, General Conditions, and in form Project Manual.

### KEY QUESTIONS/ANSWERS:

1. Where can I stay up to date on progress for this project?
  - a. Our website is being updated and will soon have the ability to sign-up for news alerts for specific items of interest, including the Albany High School Addition Project. Prior to construction, a general schedule will be shared and a ground breaking ceremony will be scheduled.
2. What does the Albany High School Addition look like?
  - a. Below is a link to a video of the current design:  
[https://drive.google.com/open?id=14duGLBpbf71nII7uZlIgRQ1Jq\\_EzPeXw](https://drive.google.com/open?id=14duGLBpbf71nII7uZlIgRQ1Jq_EzPeXw)
3. Construction would take place directly on campus and during the school year, how will impact to students be mitigated?
  - a. As the project progresses and a more refined timeline is developed, we will work with AHS Staff and Alten Construction on strategies to help reduce the impact on instruction. Alten Construction is currently under construction on a classroom wing on an existing school campus and will bring that experience to this project.

### FINANCIAL INFORMATION:

- Phase I – Design and Preconstruction: \$278,996 from 2016 Measure B Bond
- ***\* Phase II – Construction: \$6,979,994 from 2016 Measure B Bond***
- ***\* Total Cost: \$7,258,990 Guaranteed Maximum Price (GMP) Proposal***

\* A final GMP will be brought to the Board after the completion of Phase I – Design and Preconstruction with the request to authorize Phase II – Construction.

### STRATEGIC GOALS ADDRESSED: This Board Item addresses



**Objective #1:** Assess and Increase Academic Success.

**Goal:** We will provide a comprehensive educational experience with expanded opportunities for engagement, assessment, and academic growth so that all students will achieve their fullest potential.



**Objective #2:** Support the Whole Child.

**Goal:** We will foster the social and emotional growth of all students, implement an array of strategies to increase student engagement, identify individual socio-emotional and behavioral needs, and apply collaborative appropriate interventions.



**Objective #3:** Communicate and Lead Together.

**Goal:** All stakeholders will collaborate and communicate about decisions that guide the sites and district.

**RECOMMENDATION: Approve Design-Build Services Agreement with Alten Construction for the Albany High School Project.**





**ALBANY UNIFIED SCHOOL DISTRICT**

*Val Williams, Superintendent  
1051 Monroe Street, Albany CA 94706*

# **Albany High School Addition Project - Progression Update**

**Board Meeting: February 27, 2018**

**Allan Garde, Chief Business Official**



# **DESIGN GUIDING PRINCIPLES - 2016**

# DESIGN GUIDING PRINCIPLES

## MAKER / DESIGN SPACE

LARGE ROOM FOR MAKING - ROBOTICS, CLUBS, ETC.

CLINICAL SPACES

TO DO / TO MAKE

## PEDAGOGY & CURRICULUM

ALTERNATIVE TO TRADITIONAL CLASSROOMS / LEARNING SPACES

ENGAGE STUDENTS

INTERDISCIPLINARY LEARNING

## SUSTAINABILITY & HEALTH

SPACE FOR HEALTHY STUDENTS+ TEACHERS

CLEAR, NATURALISTIC ENVIRONMENTS

NATURAL LIGHTING; WINDOWS IN ALL ROOMS

WELL VENTILATED

COMFORTABLE

INDOOR-OUTDOOR CONNECTION

OUTDOOR ACTIVITIES; CONNECTION TO COURTYARD

COURTYARD - PROVIDE LOTS OF LANDSCAPING

ENERGY EFFICIENT

HEALTHY ENVIRONMENT

## STUDENT HUB / STUDENT CENTRIC

## COMMUNITY AND AFTER SCHOOL USAGE

TO BE AVAILABLE AFTER SCHOOL DAY HOURS



## DESIGN GUIDING PRINCIPLES - CONTINUED

### FLEXIBILITY

ADAPTABLE

LARGE SPACE

TUTORING SPACES - DURING AND AFTER  
SCHOOL

FLEXIBLE TECHNOLOGY

FLEXIBLE FURNITURE

LESS BUILT-IN FURNISHINGS / CASEWORK

### ARCHITECTURAL AESTHETICS

VISUALLY APPEALING - INSIDE & OUTSIDE

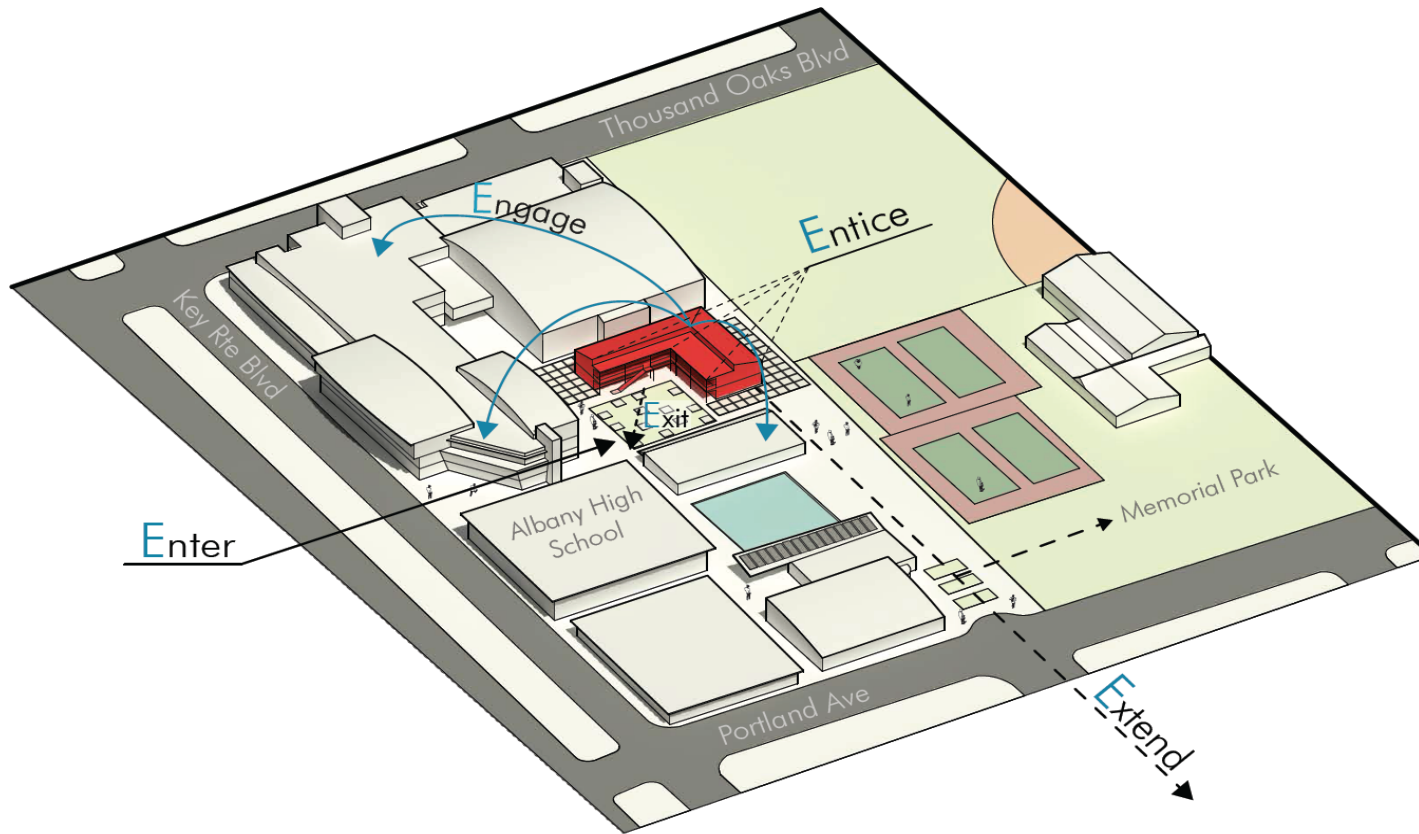
ENCOURAGE MOVEMENT AND  
RECONFIGURABILITY THROUGH ROOM  
SHAPE

INNOVATIVE FURNITURE; MOVABLE ON  
WHEELS

CONNECTION TO EXISTING BUILDINGS /  
CAMPUS; UNIFY CAMPUS



# THE 5 E's SITE DIAGRAM



Student Learning Space

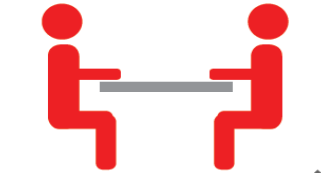


1. Entice

Great place to study and hang out!



2. Enter



3. Engage



4. Exit

Student Learning Space



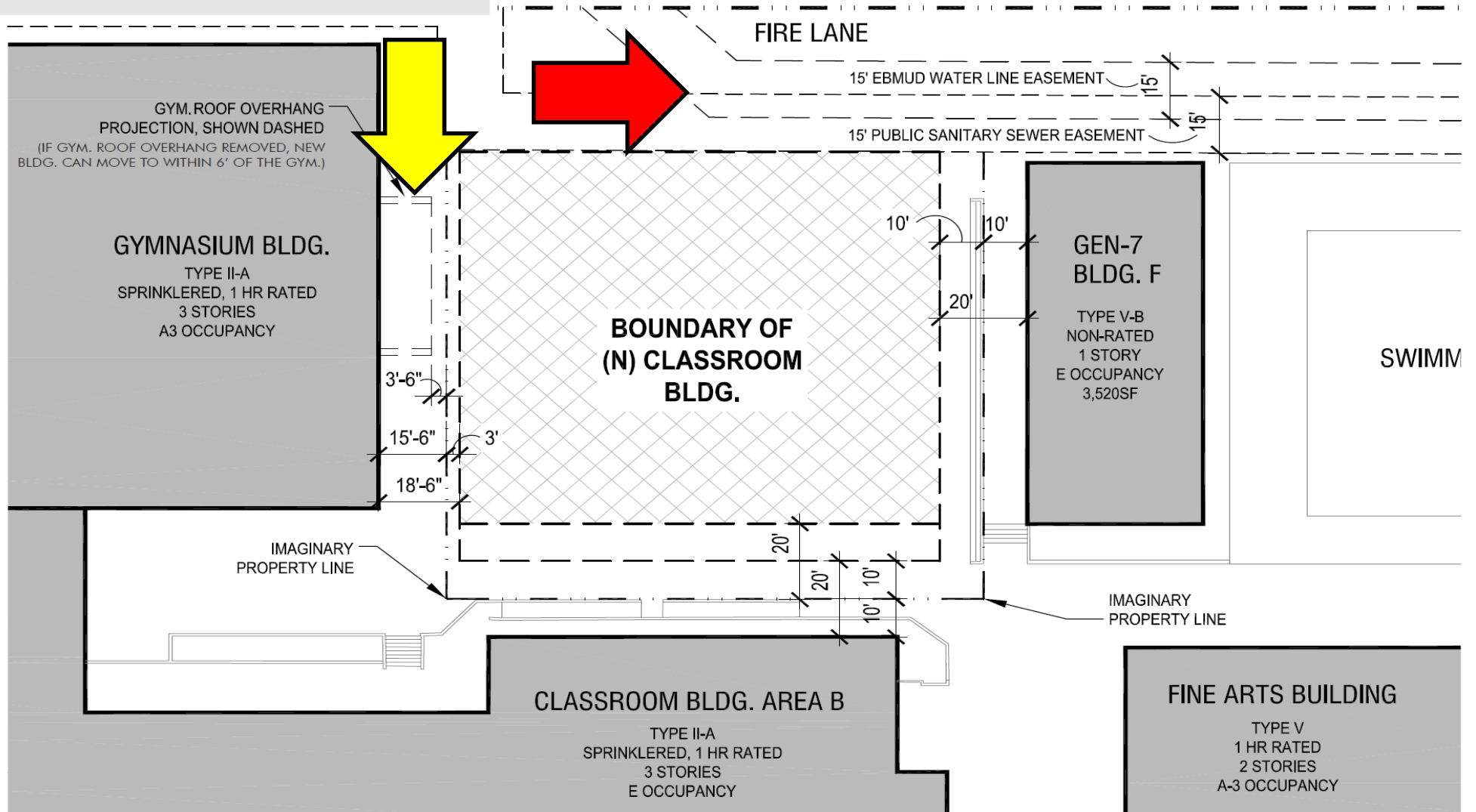
5. Extend



gouldevans  
**ALBANY**  
UNIFIED SCHOOL DISTRICT

# PHYSICAL CONSTRAINTS

# BUILDABLE SITE FOOTPRINT



# ORIGINAL PLAN



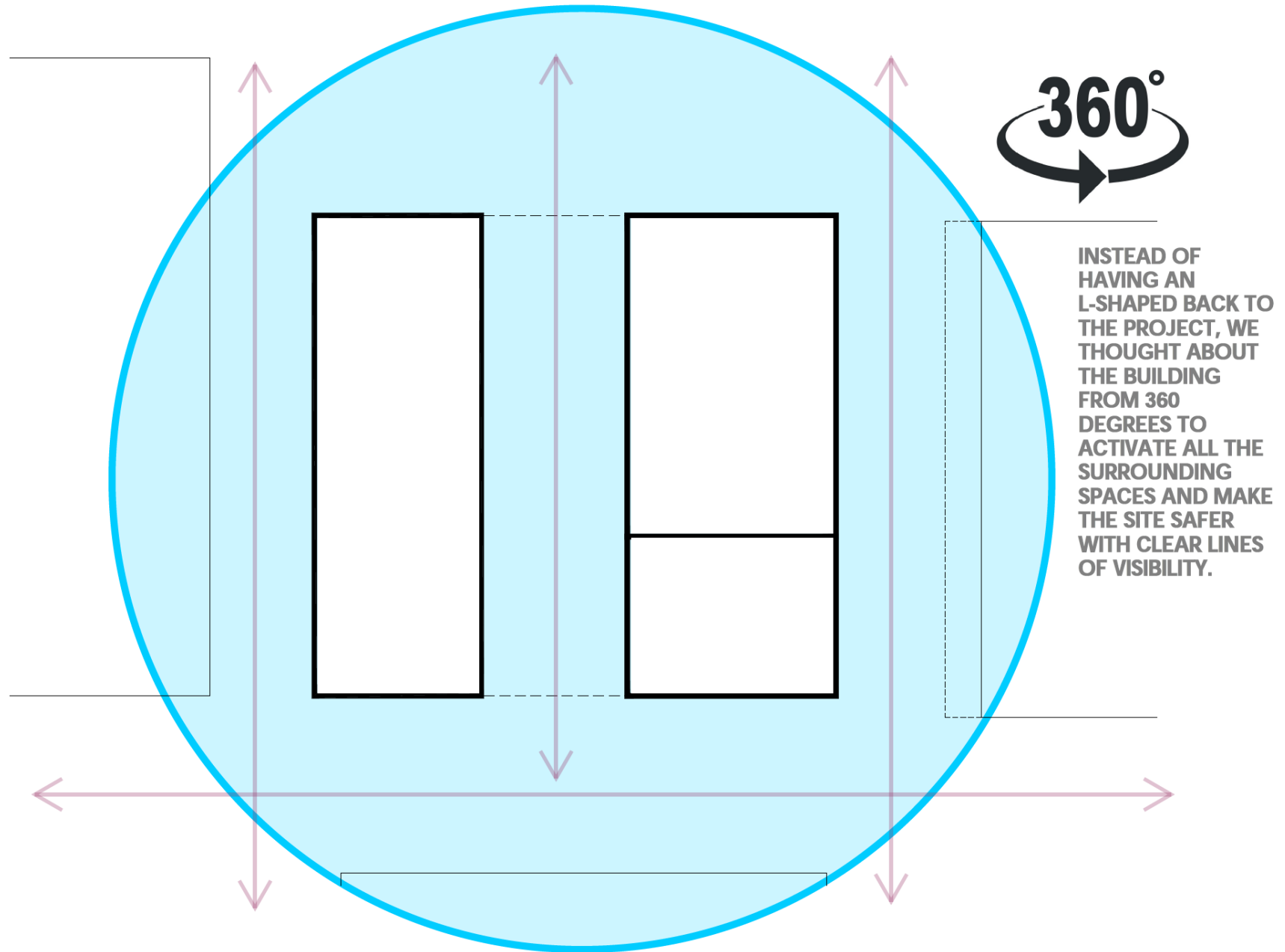


# **ALTEN CONSTRUCTION PROPOSAL**



Video of the  
Design:  
<https://drive.google.com/open?id=14duGLBpbfg71nII7uZlgRQ1JqEzPeXw>



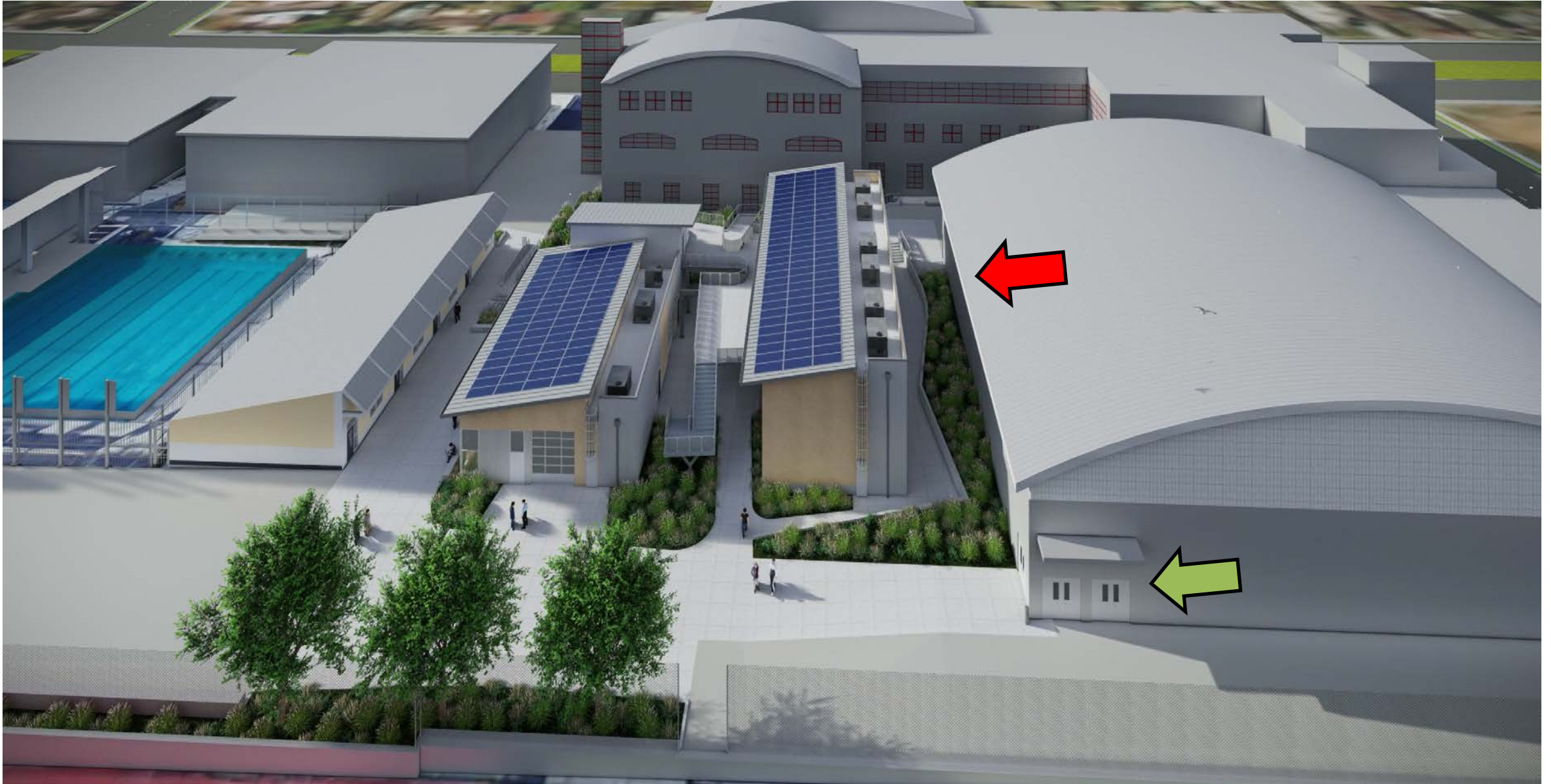






## WHAT WE HEARD FROM YOU...

8 CLASSROOMS  
FLEXIBILITY & ADAPTABILITY  
INTEGRATED STORAGE  
GENDER-INCLUSIVE STUDENT RESTROOM  
STAFF RESTROOM (2 TOILETS)  
STAFF WORKROOM  
STAIRS ARE A CONCERN  
DOUBLE-HIGH MAKER SPACE  
LARGE GROUP ASSEMBLY AREAS  
POST-GRADUATION EVENT (1,500 PEOPLE)  
THOUGHTFUL COURTYARD SPACES  
SITE SECURITY  
OUTDOOR LEARNING BREAK-OUT SPACES  
HVAC IS REQUIRED  
SUSTAINABLE DESIGN  
NZE TARGET

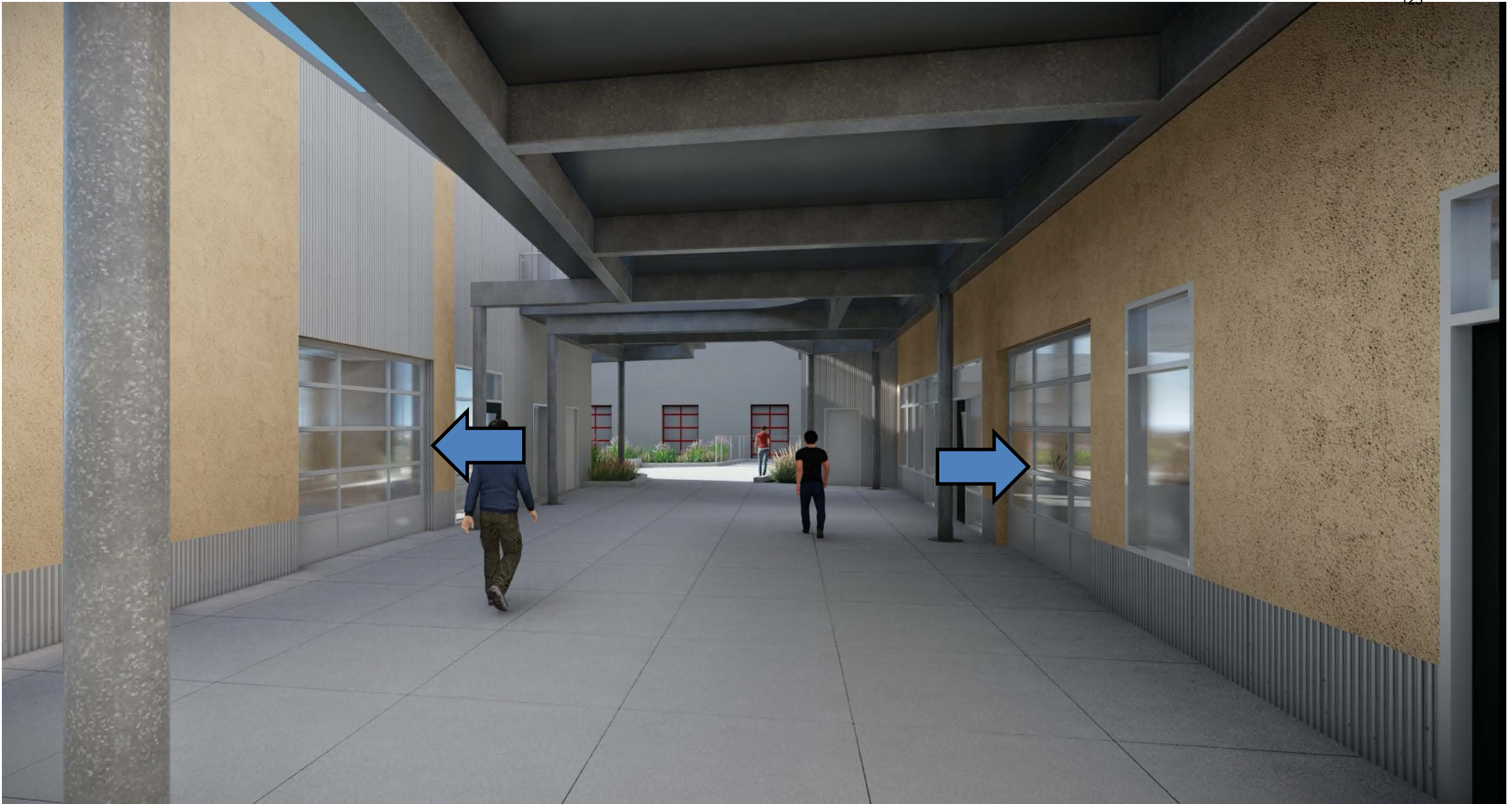










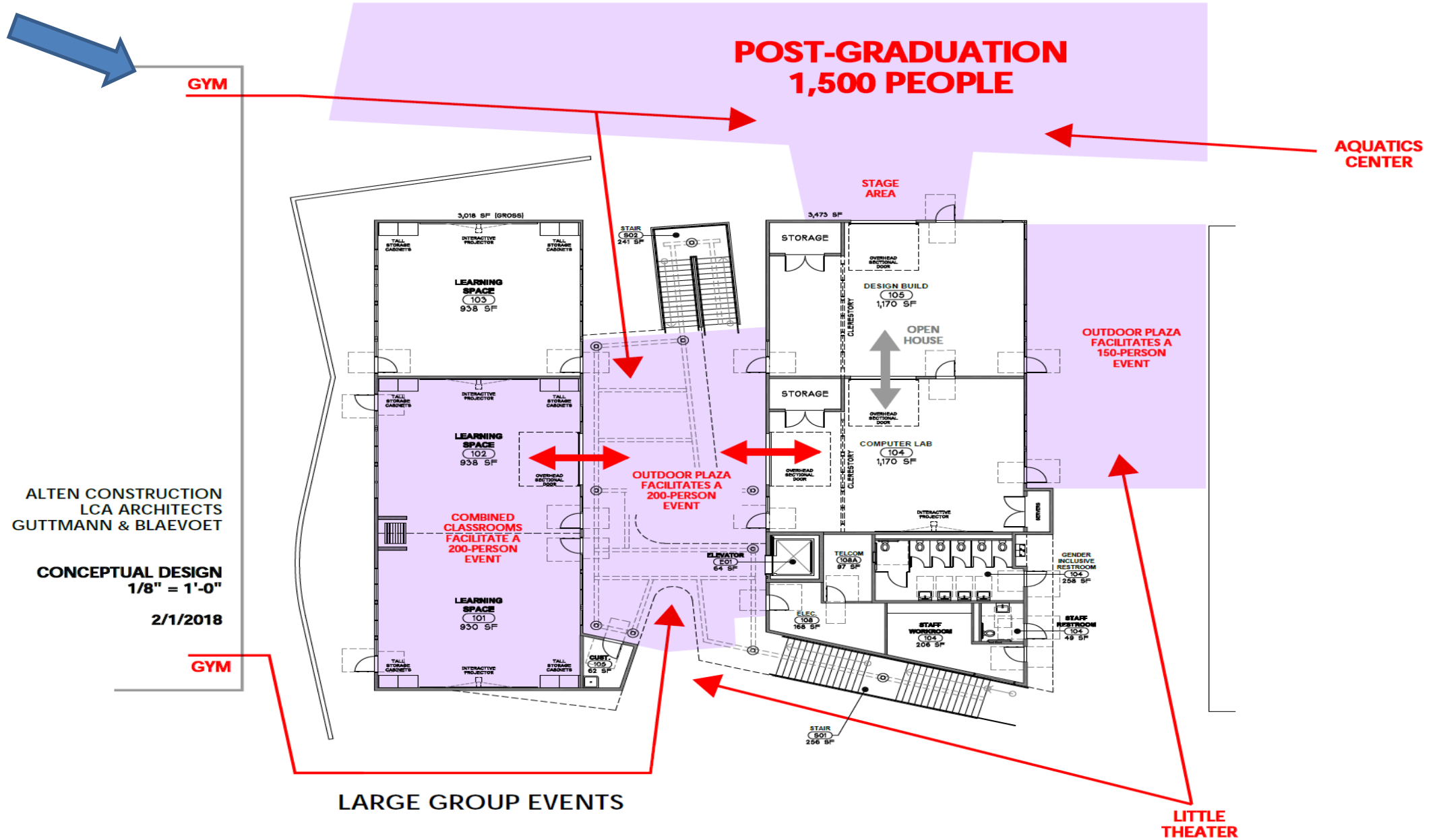






**ALBANY HIGH SCHOOL POST-GRADUATION  
1,500 PEOPLE**





# Next Steps

- February 27, 2018 – Board approval of Design-Build Agreement
- March 1 to March 29 – Multiple meetings to finalize design
- *April 2018 - Potential Change Order for demolition and design changes*
- *May 2018 - Submit plans to the Division of the State Architect*
- *June 2018 – Begin removal of amphitheater*
- *September 2018 – Begin construction of project*
- *July 31, 2019 – Substantial Completion*

AGREEMENT FOR DESIGN-BUILD SERVICES

(ALBANY HIGH SCHOOL PROJECT)

by and between

ALBANY UNIFIED SCHOOL DISTRICT

and

[Alten Construction, Inc.]

Effective Date: February 27, 2018

## AGREEMENT FOR DESIGN-BUILD SERVICES

THIS AGREEMENT FOR DESIGN-BUILD SERVICES (“Agreement”) is made as of February 27, 2018 (“Effective Date”) by and between the Albany Unified School District, a public-school district organized and existing under the laws of the State of California (“District”) and Alten Construction, Inc. (referred to herein as “Design-Build Contractor” or “Design-Build Entity”). District or Design-Build Contractor or Design-Build Contractor may be referred to individually as a “Party,” or collectively as the “Parties.”

### RECITALS

- A. District is the owner of certain real property located at 603 Key Route Blvd, Albany CA 94706, which property is also known as the Albany High School (“Project Site”).
- B. California Education Code § 17250.10 et seq. permits a school district to enter into a design-build contract for the design and construction of a school facility if that expenditure exceeds One Million Dollars (\$1,000,000) (“Design-Build Process”);
- C. District desires to use the Design-Build Process authorized by California Education Code § 17250.10 et seq. for the permanent improvement of the Project Site with the design and construction of Albany High School (“Project”). The scope of work contemplated for the Project is included in Attachment 1, attached hereto and incorporated herein.
- D. On October 25, 2016, the District released a Request for Qualifications to prequalify and short list proposers. The District, subsequently, updated the prequalified list of proposers on November 28, 2017 and released a Request for Proposals (“RFP”) to 11 firms.
- E. As result of the review and scoring of the proposals received in response to the RFP in accordance with the stated evaluation criteria, the Design-Build Contractor was recommended to and approved by the Board on February 27, 2018.
- F. District desires that the Design-Build Contractor design and construct the Project in accordance with the terms and conditions of this Agreement, including all documents incorporated herein.
- G. Design-Build Contractor is willing to provide the design-build services under the terms and conditions set forth in this Agreement, including all documents incorporated herein.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### ARTICLE I Work

Section 1. Subject to District’s funding, design concepts, budgets, and approvals, Design-Build Entity shall provide, furnish, and perform all necessary planning, architectural,

engineering, and all other design services of any type, procurement, permitting and support services, construction, landscaping, clean-up, and all other construction services of any type, provide and furnish all necessary supplies, materials and equipment (except those to be provided by District, if any) and all necessary supervision, labor, and services required for the complete engineering, design, procurement, quality assurance, construction and all necessary installation, start-up and testing (except that testing to be provided by the District) required for a complete, operational, and fully functional Project. The all-inclusive obligations of the Design-Build Entity set forth in this sentence shall be referred to as the "Work" and the term "Project" will be used to describe generally the entirety of the Work to be performed by Design-Build Entity, including all construction activities as described variously throughout this Agreement and all documents incorporated herein. Except with regard to any material to be provided and/or installed by District, Design-Build Entity shall fully commission and turn over a complete, operational, and fully functional Project to District. The above listed Work shall be subject to approvals by applicable governmental entities, which may impact scope and cost of the design and/or Work. Without limiting the generality of this Agreement, Design-Build Entity shall provide the following Work and Services:

(a) Design-Build Entity shall prepare complete designs, engineering, working drawings, shop drawings and generate drawings and/or engineering analysis setting forth in detail the specifications and requirements for the purchasing and procurement of the services, materials and equipment, and for the construction of the complete, operational, and fully functional Project and shall furnish the services of all necessary supervisors, engineers, designers, draftsmen, and other personnel necessary for the preparation of those drawings and specifications required for the Work, including the pertinent information for natural gas, water supply, and any other utilities, as required. District shall review and approve the above-listed design documents, which shall not be unreasonably withheld.

(b) Design-Build Entity shall provide, install and complete as specified, and pay for all labor, materials and equipment, tools, supplies, construction equipment and machinery, construction, start-up and testing (except that testing to be provided by the District), utilities, transportation, and other facilities and services (including any temporary materials, equipment, supplies and facilities) necessary for the proper execution and completion of the complete, operational, and fully functional Project, including required permanent interconnection for electricity, and any other utilities, and demonstration of fully satisfactory operation of all systems and equipment. To the extent any materials or equipment are deemed to be Sole Source(d) by the District, Design-Build Entity shall not be responsible for the Sole Source selection(s).

(c) Design-Build Entity shall supervise and direct the Work, and shall furnish the services of all supervisors, forepersons, skilled and unskilled labor, and all other personnel necessary to design and construct the complete, operational, and fully functional Project. Design-Build Entity shall provide, manage and organize such personnel as necessary to complete the Work in accordance with all requirements of the Contract Documents.

(d) Design-Build Entity shall obtain, at Design-Build Entity's expense, all governmental and private approvals (to the extent possible), licenses, and permits required to complete the Work, including all Division of State Architect document review fees. Design Build Entity shall design and construct a complete, operational, and fully functional Project in full compliance with all applicable laws, codes and standards (both public and private), including the Field Act and all other laws and regulations applicable to the Project and known at the time of design and/or construction.

## **ARTICLE II District's Program Manager and Representatives**

Section 1. District may assign all or part of its rights, responsibilities and duties to a District Program Manager or other representative. District shall inform Design-Build Entity in writing of such assignment and the extent of its representative's authority.

Section 2. All notices or demands to District under the Contract Documents shall be to District's Representative at:

Albany Unified School District  
Attn: Allan Garde, Chief Business Official  
1051 Monroe Street  
Albany, CA 94706

(or to such other person(s) and address(es) as District shall provide to Design-Build Entity)

## **ARTICLE III Contract Time and Liquidated Damages**

Design-Build Entity shall complete the Work within the "Milestone Schedule" in Attachment 2, hereby made part of this Agreement with this reference. If Design-Build Entity or its Subcontractors is/are delayed at any time in the commencement or progress of the Work by changes ordered or occurring in the Work, or by occurrences beyond the control and without the fault or negligence of Design-Build Entity or its Subcontractors or suppliers and which, by the exercise of reasonable diligence, Design-Build Entity is unable to prevent or provide against, including fire, unavoidable casualties, unusually adverse weather conditions not reasonably anticipated, then, provided that Design-Build Entity is in compliance with the Agreement and pursuant to the Change Order process contained in the General Conditions, the parties agree as follows: (i) the Contract Time shall be extended by Change Order for the length of time Design-Build Entity's critical path to completion of the entire Work is actually and directly delayed by such occurrence as documented and demonstrated by Design-Build Entity (or its subcontractor(s)) in writing; provided, however, that such extension of Contract Time shall be net of any delays caused by or due to the fault or negligence of Design-Build Entity or its subcontractors or suppliers; and (ii) Design-Build Entity (and/or its subcontractors) shall, in addition to any extension of Contract Time, also be entitled to adjustment of the contract sum, due to impacts (including additional overhead s). In the event of a delay for which Design-Build Entity contends it and/or its Subcontractors is/are entitled to an adjustment to the Contract Sum and/or Contract Time, Design-Build Entity shall give the District written notice thereof within fourteen (14)



calendar days after the occurrence giving rise to the claim or within fourteen (14) calendar days after Design-Build Entity first recognizes the condition giving rise to the claim, whichever is later.

Design-Build Entity shall, in the event of any such occurrence likely to cause a delay, cooperate in good faith with the District to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal; provided, however, the foregoing shall not require Design-Build Entity to incur additional costs to make up delays for which Design-Build Entity is entitled to a time extension under this Article.

Section 1. District and Design-Build Entity recognize that time is of the essence with regard to this Agreement and that District will suffer financial loss in the form of contract administration expenses (including project management and consultants' expenses), delay and loss of public use, if the Work is not completed within the time specified herein, plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with the General Conditions, Design-Build Entity and District agree that because of the complexity of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by District caused by a delay in completion of the Work. Accordingly, District and Design-Build Entity agree that Design-Build Entity shall pay the District liquidated damages in the event that Design-Build Entity fails to meet any agreed upon deadline in the manner described below:

(a) If Design-Build Entity shall fail to achieve Substantial Completion of its Work by the date (or dates) specified in Attachment 2 regarding the achievement of identified Construction Milestones, Design-Build Entity shall pay District liquidated damages, at the daily rate of One Thousand Five Hundred Dollars (\$1,500) per day for each day Design-Build Entity exceeds the Substantial Completion Date for the Project; said amount accruing daily and continuing to accrue until Design-Build Entity achieves Final Completion of the Work in accordance with these Contract Documents.

(b) If Design-Build Entity shall fail to achieve Final Completion of the Work by the date so specified in these Contract Documents, Design-Build Entity shall pay District liquidated damages, at the daily rate of One Thousand Five Hundred Dollars (\$1,500) per day for each day Design-Build Entity exceeds the Final Completion Date for the Project; said amount accruing daily and continuing to accrue until Design-Build Entity achieves Final Completion of the Work in accordance with these Contract Documents.

Section 2. This Article III shall not limit any other rights and remedies available under applicable law or the Contract Documents.

#### **ARTICLE IV Contract Sum**

Section 1. The parties shall establish an initial Guaranteed Maximum Contract Sum of \$7,258,990 (Seven Million Two Hundred Fifty Eight Thousand Nine Hundred and Ninety Dollars) for completion of the Work in accordance with the Contract Documents. The parties acknowledge that obtaining a mutually agreed upon final Guaranteed Maximum Contract Sum is a condition precedent to the Construction Phase of the Project. The parties further establish a flat fee of Two Hundred Seventy Eight Thousand Nine Hundred and Ninety Six Dollars (\$278,996) for services

during the Design Phase of the Project (final DSA approval of the Construction Drawings). This fee shall be paid in accordance with the schedule found in Attachment 2. The Design-Build Entity fee shall be deducted from the final Guaranteed Maximum Contract Sum.

Section 2. The Guaranteed Maximum Contract Sum is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Design-Build Entity, its subcontractors, subconsultants, architects, engineers, and vendors or otherwise arising out of Design-Build Entity's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services and any changes in the law. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

## **ARTICLE V Prevailing Rates of Wages and Labor Compliance Monitoring**

Section 1. The Design-Build Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is One Thousand Dollars (\$1,000) or more, Design-Build Contractor agrees to fully comply with such Prevailing Wage Laws. The Design-Build Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). Design-Build Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request and shall post copies at the Design-Build Contractor's principal place of business and at the Project site as required by applicable laws and regulations. Design-Build Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws except if the claim arises out of District's failure to timely and fully pay Design-Build Entity.

Section 2. These statutory and regulatory provisions also contain specific requirements concerning the retention, inspection and auditing of payroll records, use of apprentices, payment of overtime compensation, securing of workers compensation insurance, contractor registration with the Department of Industrial Relations (DIR), and various criminal penalties or fines which may be imposed for violations of the requirements of the chapter. By signing below, Design-Build Contractor represents that it has thoroughly reviewed, understands and acknowledges these requirements, and will keep up to date on all such requirements as they may be updated or amended for time to time.

Section 3. Pursuant to Labor Code Section 1775, the Design-Build Contractor shall pay a penalty of not more than Two Hundred Dollars (\$200) to the District for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for such craft or classification in which such worker is employed for any work done under the Agreement by the Design-Build Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner. A mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of per diem wage is not excusable if the Design-Build Contractor had knowledge of it or the obligations under this part.

Section 4. Design-Build Contractor shall post, at appropriate conspicuous points on the Project Site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Section 5. In accordance with California Labor Code section 1771.4, unless exempted, all public works projects are subject to compliance monitoring and enforcement by the DIR, which includes the following requirements:

(a) Design-Build Contractor and its subcontractors shall be registered and continue to comply with all DIR contractor registration requirements in accordance with section 1725.5 of the California Labor Code.

(b) Design-Build Contractor and its subcontractors shall furnish electronically certified payroll records directly to the Labor Commissioner in accordance with the instructions and requirements posted by DIR on its website and other sources. As of January 1, 2016, the requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.

(c) District will have direct and immediate access to the certified payroll records submitted to DIR in order to monitor compliance, identify suspected violations and respond to Public Records Act requests.

(d) At each job site, Design-Build Contractor shall post the notice(s) required by California Labor Code section 1771.4(a)(2) and the California Code of Regulations.

(e) The District may withhold contract payments when payroll records are delinquent or inadequate, or not submitted as required by the Labor Commissioner. The amount withheld shall be limited to those payments due or estimated to be due to the contractor or subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the contractor or subcontractor whose payroll records are delinquent or inadequate. Further, a contractor may be required in turn to cease all payments to a subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the subcontractor has cured the delinquency or deficiency.

(f) The District shall cooperate with any investigation of suspected violations of the requirement to pay prevailing wages on all public works projects, and withhold contract payments in accordance with any lawful order by DIR or any other agency with jurisdiction over labor compliance enforcement.

(g) Design-Build Contractor shall provide site access to DIR personnel upon request.

(h) Design-Build Contractor and subcontractors listed in the bid or who are required to be identified or prequalified shall participate in a pre-job conference before commencement of the work. At the pre-job conference, applicable federal and state labor law requirements shall be discussed, and copies of suggested reporting forms furnished. A checklist, showing which federal and state labor law requirements were discussed, shall be kept for each conference.

Section 6. In the event any funds used on this Project, including Proposition 84 funds, require compliance with the previously established DIR Labor Compliance Program, such requirements shall be adhered to in the addition to the requirements noted herein.

## **ARTICLE VI Design-Build Entity's Representations and Warranties**

Section 1. As inducement for District to enter into this Agreement, Design-Build Entity makes the following representations and warranties:

(a) Design-Build Entity has visited the Project Site and has observed the nature and extent of the Work, Project Site, locality, actual conditions, as-built conditions, and all local conditions; and has reviewed all federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work, or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Design-Build Entity and safety precautions and programs incident thereto. The District shall provide full information in a timely manner regarding requirements for the Project, including any schematic design documents and other relevant information. The District shall also provide all available information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations; inspection and testing services during design and/or system process phases as required by law or as mutually agreed. Unless otherwise provided in the Contract Documents, the District shall also provide necessary approval, site plan review, rezoning, easements and assessments, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including legal and other required services, and physical access to the Project site to allow Design-Build Entity to perform its obligations under the Prime Contract.

(b) Design-Build Entity has performed due diligence to fully understand the attached Scope of Work and the conditions associated with the Work, including a thorough review of the bridging documents provided with the RFP. Design-Build Entity has made

all reasonable efforts to locate all reports, surveys or other documents reflecting exploration and testing of subsurface conditions; and has reviewed all known as-built drawings, drawings or reports showing physical conditions, including underground facilities, which are identified in the RFP; and has examined all geotechnical data and existing conditions, including those that may be apparent at the Project Site.

(c) Design-Build Entity has given District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents, including the performance specifications and bridging documents.

(d) Design-Build Entity is duly organized, existing and in good standing under applicable state law and is duly qualified and licensed (for every business, trade or profession) to conduct business in the State of California.

(e) Design-Build Entity has duly authorized the execution, delivery and performance of this Agreement, the Contract Documents, and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Design-Build Entity.

(f) Prior to the District's Issuance of a Notice to Proceed with Construction, the Design-Build Entity will list all Subcontractors performing Work pursuant to the Subcontractor Listing requirements of California Public Contracting Code Section 4104 and provide a copy thereof to District.

(g) Design-Build Contractor represents and warrants that it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete the Project in accordance with this Agreement; that it is able to furnish the plant, tools, materials, supplies, equipment, and labor, and is experienced in and competent to perform the work contemplated by this Agreement; and that it is authorized to do business in the State of California where the Project Site is located.

## **ARTICLE VII Contract Documents**

The Contract Documents consist of the following documents, including all changes, addenda and modifications thereto, which comprise the entire agreement between District and Design-Build Entity concerning the Work:

- Agreement and all Amendments
- Supplemental General Conditions and all Amendments, if applicable
- General Conditions and all Amendments
- List of Documents Received as of 02/16/18 for Albany HS New Classroom Building
- Request for Qualifications, including all Attachments
- Request for Proposals, including all Attachments
- Design-Build Entity Response to RFQ
- Design-Build Entity Proposal to RFP dated February 1, 2018
- Governing Board Resolutions

## **ARTICLE VIII Miscellaneous**

Section 1. This Agreement, together with all Contract Documents, represents the entire Agreement between the Design-Build Contractor and the District and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing signed by both District and Design-Build Contractor.

Section 2. Time is of the essence for all provisions of this Agreement in which a definite time for performance is specified.

Section 3. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties acknowledge that the work being performed pursuant to this Agreement is being done in Albany, California.

Section 4. The Effective Date of this Agreement shall mean the date when this Agreement has been approved by the District's governing board and executed by Design-Build Contractor and District, or their authorized and designated agents. District shall advise Design-Build Contractor of the occurrence of the Effective Date.

Section 5. Neither the Parties nor their respective counsel shall be deemed the drafters of this Agreement for purposes of construing its provisions. The language in all parts of this Agreement shall in all cases be construed according to fair meaning, not strictly for or against any of the Parties.

Section 6. This Agreement constitutes the entire agreement between the Parties and may be modified only by a written amendment executed by the Parties.

Section 7. District shall have the right to review all phases of Design-Build Entity's design including, but not limited to, drawings, specifications, shop drawings, samples and submittals, as specified in the Contract Documents. Such review, approval and other action shall not relieve Design-Build Entity of its responsibility for a complete design complying with the requirements of the Contract Documents; but rather, such review shall be in furtherance of District's interests in monitoring and accepting the design as developed and issued by the Design-Build Entity, to the extent consistent with these Contract Documents. Design-Build Entity's responsibility to design and construct the Project in conformance with the Contract Documents shall be absolute.

Section 8. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 9. The standard of care for design services performed under this Agreement shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality.

Section 10. Upon making all payments as required under the Agreement, District shall receive ownership of the property rights of all documents, Plans, Drawings, Specifications,

electronic data and information prepared, provided or procured by Design-Build Entity and its consultants, the Architect/Engineer, and Subcontractors for this Project (“Design-Build Documents”). Except as to software licenses, District may use, reproduce and make derivative works from the Design-Build Documents as authorized in this Agreement. Notwithstanding the foregoing, however, Design-Build Entity shall continue to own the underlying, generic design concepts set forth in the Design-Build Documents, including engineering/architectural details and system arrangements, and shall have the right to use such concepts in connection with the design of other projects without District’s consent. Design-Build Entity specifically agrees to incorporate the provisions of this Article in all contracts for the services of any Architect/Engineer and/or other Subcontractors. District agrees that Design-Build Entity may retain a set of Design-Build Documents for record. District is permitted to retain copies, including reproducible copies, computer disks and electronic data, of the Design-Build Documents, and shall have the right to use the Design-Build Documents and the ideas and designs contained therein for information and reference in connection with District’s use, maintenance, repair and occupancy of the Project and in connection with additions, alterations or future construction to the Project without paying Design-Build Entity or its Subcontractors any compensation other than the amounts required by this Contract, but District shall not use, reproduce or make derivative works from the Design-Build Documents for other projects without the written authorization and agreement of Design-Build Entity. In the event that District uses the Design-Build Documents for any project other than the Project, Design-Build Entity shall not be responsible for such use, and District shall defend, indemnify and hold Design-Build Entity and its consultants, the Architect/Engineer, Subcontractors, and the agents, officers, directors and employees of each of them, harmless from and against any and all damages, losses, costs and expenses, including reasonable attorneys’ fees and court costs, arising out of or resulting from the District’s use of the Design-Build Documents.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized respective officers, as of \_\_\_\_\_, 2018

**DESIGN-BUILD CONTRACTOR**  
ALTEN CONSTRUCTION, INC.

**DISTRICT**  
ALBANY UNIFIED SCHOOL DISTRICT

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

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

Name: Robert A Alten

Name: Allan Garde

Title: President

Title: Chief Business Official

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

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

Approved as to Form:  
FAGEN FRIEDMAN & FULFROST, LLP

\_\_\_\_\_  
Mark Williams, Legal Counsel for Albany Unified School District

Approved by the Board on \_\_\_\_\_

## ATTACHMENT 1

### (Scope of Work)

#### Guaranteed Maximum Price (GMP)

Total GMP Amount from RFP dated 02/01/2018: \$7,126,290

#### Allowances:

Add Alternate #1 Green Roof at Second Floor	\$10,400
Add Alternate #2 Metal Panels at Exterior Walls	\$91,000
Add Alternate #3 FRP Doors at the Gymnasium	\$23,000
Add Alternate #4 Tile Floor in the Restrooms	\$8,300
Subtotal of Add Alternates from RFP dated 02/01/2018	\$132,700

Total GMP: \$7,258,990  
 (Seven Million Two Hundred and Fifty Eight Thousand Nine Hundred and Ninety Dollars)

#### Scope of Work

The Scope of Work includes:

The specific scopes of work to be performed by DBE during the Phase I (Design and Preconstruction Services) and Phase II (Construction Services) are summarized below. This RFP summarizes and supplements work specified elsewhere in the Contract Documents. The Contract Documents are cumulative and shall be read together, and DBE shall provide services specified in the RFP, their proposal, and all other components of the Contract Documents.

#### Phase I – Design and Preconstruction Services

##### A. Full Design Services

DBE shall provide complete architectural, engineering, and consulting services as required to complete the Project and all its details in accordance with good practice, and applicable building codes, to construct a new classroom wing at Albany High School. The wing will consist of two (2) buildings. The first building shall be a two-story building containing six (6) classrooms. The second building shall be single story and include a computer lab and a Maker Space. The complete design services shall be apportioned into Phase I – Design and Preconstruction Services. DBE shall manage the services provided under the Agreement for Design-Build Services so that the transition between phases is seamless. The successful DBE will meet with the District's Stakeholder Committee, District Staff, and Administration a minimum of meetings to be scheduled / or as requested by the District, including updates / presentations at Board Meetings in order to develop and complete the design and gain necessary approvals from the District. DBE will provide value engineering as required to meet project budget.



## B. Design and Preconstruction Services

Design and Preconstruction Services will be performed during Phase I of this Project. The agreement for Design-Build Services will authorize all Phase I services, upon the issuance of the Phase I Notice to Proceed.

## C. Project Construction Phasing

District may benefit if the Project construction is divided into phasing components in addition to any phasing indicated in the RFP or the Contract Documents. Examples of possible phasing components are: demolition, mobilization, relocation of underground utilities, site preparation, separated buildings, and landscaping. Retention release may be based on project phases with distinct schedule of values, Notice to Proceeds (NTPs), and Notices of Completion (NOC). Phasing components shall be identified during the design phase by DBE and proposed to District. District is not obligated to accept proposed phasing components or revise the Project phases.

## D. Project Phasing Documents

Upon District's acceptance of the DBE's recommended construction phases, the DBE will include the phases in its Construction Documents and schedule, and other conditions for each phase to allow each increment to be initiated, completed, and accepted in accordance with the Contract.

## E. Construction Documents

DBE shall develop and review the Construction Documents with District, taking into account quality of materials and equipment to ensure a high quality design, which is achievable within the accepted GMP. DBE design decisions made during Phase I shall be based on construction materials, methods, systems, phasing, and costs that will provide the highest quality building within the accepted GMP and schedule.

The Contract Documents shall identify the design codes, standards, and requirements used for the development of the plans including the edition and applicable sections.

The Construction Documents shall include a quality control program and an implementation plan to ensure that the completed Project complies with the approved design. The design professional-of-record shall specify within the Construction Documents all tests and inspections that are required by the building code and those that are appropriate to achieve compliance with the Contract. DBE shall retain the design professional-of-record to provide construction administration services in a professional capacity. These services shall include shop drawing review, response to requests for information regarding the Construction Documents, and periodic visits to the site to observe the quality of the Work.

The final, approved-for-construction set of Construction Documents shall be signed and stamped by the California-licensed professionals who prepared the documents, and who shall

certify their compliance with all applicable codes, standards, practices, and regulations. The DBE shall retain full responsibility for the design.

#### F. Identify Potential Risk Factors

DBE shall identify Project risks, which are conditions or events that could negatively affect the Project scope, quality, schedule, or cost. DBE shall evaluate the risk to include severity of impact probability of occurrence and other factors as DBE deems appropriate and recommend ways to manage or mitigate each risk. DBE shall present the risk analysis in a risk matrix format.

#### G. Scheduling

DBE shall provide a Project Schedule during the Design and Preconstruction Services Phase representing all tasks necessary to complete the Project.

DBE shall provide the following durations in the project schedule for reviews and approvals:

1. For schematic design, design development, and construction documents, allow five (5) calendar days for District review of each.
2. For Local Fire Marshal, California Department of Education (CDE), California Geological Survey (CGS), and Division of the State Architect (DSA), and other government agencies, allow sufficient time as required by the reviewing agency.

#### H. Design and Preconstruction Phase Investigation and Preparatory Work

DBE shall assess the type, quantity, and quality of the available information describing existing site conditions. DBE shall make recommendations to the District regarding supplemental site surveys if more information is needed.

#### I. Testing and Inspection

Testing and inspection of the Project's construction will be performed and paid for by District. DBE shall coordinate and cooperate with District's inspection and testing agencies.

#### J. Subcontractor Procurement Methodology

DBE shall procure all trade contractors that were not identified as members of the DBE team in its Proposal in accordance with Assembly Bill 1358/Education Code Section 17250.

## Phase II – Construction Services

### A. Issuance of Phase II Notice to Proceed

The District shall issue the Phase II Notice to Proceed with five (5) days of receiving DSA approval of the construction documents.

### B. Conduct Preconstruction Conference

District and DBE shall co-conduct a preconstruction conference with the trade contractors, design personnel, and appropriate District staff. The preconstruction conference agenda will include Owner Controlled Insurance Program (OCIP), safety, job procedures for clarifications, change orders, shop drawings, progress payments, field testing and inspection, and preparation and distribution of preconstruction conference notes.

### C. Update the Project Schedule

DBE shall update the CPM Project Schedule weekly.

### D. Make Presentations

DBE shall assist District in reporting Project progress to oversight entities at regular intervals. DBE shall prepare occasional presentations as requested by District regarding issues of special importance.

### E. Notices to Proceed

DBE shall not proceed with any given phase of construction until the District issues a Notice to Proceed for that phase. Conditions for the issuance of an NTP include completion of plan checks required for that phase, verification of conformance to the Contract Documents, verification of required bonding and insurance, and confirmation that project cost is within project budget.

### F. Project Closeout

DBE shall conform to the requirements as indicated the Contract Documents.

Documents submitted to DSA. To Be Determined

## ATTACHMENT 2

### (Milestone Schedule, Design Payment Schedule)

#### **MILESTONE SCHEDULE**

100% Schematic Design	March 28, 2018
100% Design Development	April 25, 2018
100% Construction Documents (DSA ready)	June 1, 2018
Start of Construction on or before	September 4, 2018
Substantial Completion of Construction	July 31, 2019
Final Completion of Construction	August 6, 2019

<u>Design Payment Schedule</u>	<u>% Total Fee</u>	<u>DBE Fee</u>
100% Schematic Submittal	15%	\$41,849.40
100% Design Development Submittal	20%	\$55,799.20
90% Construction Documents Submittal	40%	\$111,598.40
100% Construction Documents Submittal	10%	\$27,899.60
(DSA Submission)		
DSA Approval	15%	\$41,849.40
Total Design Phase	100%	\$278,996.00

## ATTACHMENT 3

### (Meeting Notes)

#### MEMO

Meeting with Alten DBE TEAM

Venue: Alten Office

Date: Feb 9, 2018



Objective was to identify what is in your number as opposes to how much it is.

Want to know what is in the “quality” of your number? What are the materials you are carrying?

We want to look at the presentation boards and flyover and understand if you are carrying, for example, pavers or concrete

1. Below the line costs, i.e. remove from the direct cost of construction for a Base Bid analysis. Separate Voluntary Scope Adds from Base Bid needs, that includes:
  - a. East gym wall double doors opening to the east
  - b. Gym wall brow removal
2. Explored the inclusion of overall A/E fees disbursed among the four categories of the Bid proposal to clarify that the A/E Fees were ample and not all applied within the Design Services line.
3. Discussion around the OH&P of 5% in the Proposal and the costs for Change orders going forth. Alten confirmed their understanding was that the OH&P is 5%, and would be similar in Change Orders- a specific 5% applied after subcontractor or self- performed costs with mark-up and soft costs.
4. Discussed Owner Furnish Contractor Installed (OFCI) items. Potential items are Cameras, Card Access, telephones, tables chairs, cabinets, maker space tools with the understanding that the Contractor would be responsible for coordinating and integrating these OFCI pieces.
5. Contractor Furnished Contractor Installed (CFCI) items potentially Cameras, Card Access...campus is working with Ojo Technologies buying a Lenel Access and Video Management System so could be turnkey integrated into the design. Same goes for FFE, consider integrating this into the design and helping the district go through a FFE planning and procurement process so turnover is turnkey. RFP calls this an attribute of IPD.
6. With the grade changes proposed on the site will it be an import and export site? Who covers soil analytics testing? Initial testing implies soil contains minimal levels. Additional analytic testing to be covered by the District to determine haul impacts. Alten sees this as an export site (for which the District will pay for soil testing). Follow-up

comment is Alten will be ok to take on the soil analytics, issue here is they may or may not need it. FYI at the middle school we have an open PO with a lab in Berkeley and we did not need to service because Rodan found a place to dump the soil without testing.

7. Site demolition, discuss assignment of contractor to Alten, is there any benefit for Alten to manage the site demolition or combine all the demolition under a single subcontract? The extent of the planned District demolition of the amphitheater, was not prepared I advance of the Alten design variation from the bridging documents. It may be determined to assign the contractor, or at least have Alten manage the demolition of the amphitheater.
8. Review Exemptions, anything else? None noted.
9. Design Element Gaps: Plan to deal with schematic design resolution of the gaps between the Bridging Documents and the proposed design.
  - a. Restrooms, the location and “all-inclusion” of the TR’s needs further vetting.
  - b. Defining the central part of campus without a plaza space to congregate is still a concern with the selection committee. Further discussion is acknowledged.
  - c. Might take 2-3 weeks of meetings, continue through March in a best and final manner to get to a Basis of Design and solid 35-50% complete SD plan set to set up Phase 1 SD completion and kick off DD modeling analysis?
  - d. For example, take the PAE Criteria and have Guttman develop the BOD.
10. Weatherization cost in GC’s is 0? Starting site work in the winter? Yes, Alten self-performs concrete and site- improvements, and these costs are accounted for and included. All the SWPPPS measure has been accounted for and included in the GR.
11. There are operable windows, requires window contacts to shut off HVAC by title 24, is this covered? Alten has not anticipated it to be not included. IF it is a code requirement – it clearly is will be covered in GMP.
12. Is there a vapor barrier over the slab included? Follow-up comment is answer is no.
13. Propose any allowances? No. The Sub pricing required evaluation and plug numbers, but the GMP is all-inclusive.

**ATTACHMENT 4**  
**ALTEN CONSTRUCTION, INC.**  
**LIST OF DOCUMENTS RECEIVED AS OF 2/16/18 FOR ALBANY HS NEW**  
**CLASSROOM BUILDING**

- Agreement for Design-Build Services dated 2/18/18 and all Amendments
- Design-Build Entity Proposal Response to Request for Proposals dated 2/1/18
- Request for Proposals dated 12/11/17, **including all Attachments:**
- Reference Drawings – Demo by Others:
- Sheet A100 dated 8/15/15 Schematic Design by Gould Evans
- Sheet C-1 Demolition Plan dated 4/24/16 by DCA
- Sheet C-2 Erosion Control and Grading Plan dated 4/24/16 by DCA
- Topographic Survey Sheet dated 4/12/16 by BKF
- Albany High School Civil As-Builts by Deems Lewis McKinley Architects:
- C-1 Demolition Plan Revision Date 7/9/99
- C-2 Demolition Plan Revision Date 7/9/99
- C-3 Dimensional Site Plan Revision date 5/19/99
- C-4 Site Improvement Plan Revision date 7/9/99
- C-5 Site Utility Plan Revision date 7/9/99
- C-6 Storm Drain & Sewer Profiles Revision date 5/19/99
- Cover Sheet DSA Stamped 5/5/99
- Attachment A – Bridging Documents dated 8/15/16 by Gould Evans (131 pages)
- Attachment B – Special Conditions dated 12/18/17, Items 1-18 (1 page)
- Attachment C – Board Resolution dated 8/9/16 (4 pages)
- Attachment E – Geotechnical Investigation dated 5/18/16 by Ninyo & Moore (73 pages)
- Attachment F – Topographic Survey dated 4/12/16 by BKF (1 sheet)
- Attachment G – Design Build Agreement not dated (15 pages)
- Attachment G-1 – Design/Build General Conditions no date (53 pages)
- Attachment H – DVBE Certification no date (3 pages)
- Attachment I – Non Collusion Affidavit no date (1 page)
- Attachment J – Skilled & Trained Workforce Certification for Design Build Entities no date (3 pages)
- Attachment K – Acknowledgement of Organizational Conflict of Interest for Design Build Projects no date (2 pages)
- Attachment L – Payment & Performance Bond Templates Documents 00620 & 00610 no date (4 pages)
- Attachment M – Proposal Form Document 00400 no date (3 pages)
- Attachment N – Design Presentation to AUSD Board dated 6/21/16 (48 pages)
- Addendum #1 dated 12/22/17 (2 pages)
- Addendum #2 dated 1/9/18 including Exhibits A-F (23 pages)
- Addendum #3 dated 1/17/18 including Exhibit E.1 & EBMUD Fire Water Test (11 pages)
- Addendum #4 dated 1/24/18 (3 pages)
- Design-Build Entity Response to Contractor Prequalification Supplemental Request for Design/Build Project dated 11/22/17
- Contractor Prequalification Supplemental Request for Design/Build Project dated 11/22/17

**ATTACHED**  
**DIVISION 0 PROJECT MANUAL**  
**(In Form)**



**GENERAL CONDITIONS**  
**(ALBANY HIGH SCHOOL PROJECT)**

**ARTICLE I**  
**DOCUMENTS**

Contract Documents are complementary; what is called for by one is as binding as if called for by all. All provisions required by applicable law shall be deemed inserted with this reference.

**ARTICLE II**  
**EXERCISE OF CONTRACT RESPONSIBILITIES**

In exercising its responsibilities and authorities under the Contract Documents, District does not assume any direct duties or responsibilities to any Subcontractor or supplier and does not assume any direct duty of care to Design-Build Entity's Subcontractors or suppliers. Except as expressly set forth in the Contract Documents, in exercising their respective responsibilities and authorities under the Contract Documents, neither Architect/Engineer nor any District Representative assume any direct duties or responsibilities to any Subcontractor, sub-Subcontractor or supplier nor assume any duty of care to any Subcontractor, sub-Subcontractor or suppliers.

**ARTICLE III**  
**INDEPENDENT CONTRACTOR**

Design-Build Entity shall be an independent contractor for District and not an employee. Design-Build Entity understands and agrees that it and all of its employees shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind normally provided employees of District, including but not limited to, state unemployment compensation or workers' compensation. Design-Build Entity assumes full responsibility for the acts and omissions of its employees or agents related to the Work. Design-Build Entity assumes full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes, for employees performing Work. Design-Build Entity shall pass incorporate similar language into any subcontractor agreements.

**ARTICLE IV**  
**DESCRIPTION OF WORK**

Design-Build Entity shall provide a complete, operable and maintainable Project in accordance with the Contract Documents, including providing, furnishing, and performing all Work and providing and furnishing all necessary supplies, housing, materials and equipment, and all necessary supervision, labor, and services required for the engineering, design, procurement, quality assurance and inspection, construction, installation, startup, checkout, testing, site cleanup and for the training of District's personnel, all in conformity with the requirements, legal requirements, criteria, performance guarantees, and warranties set forth in the Contract Documents, for a complete and fully operable Project in full conformance with Contract requirements. The signature and seal of a licensed engineer(s) or architect(s) shall be obtained as necessary for compliance with any and all legal requirements.

## **ARTICLE V**

### **ALL-INCLUSIVE DESIGN BUILD OBLIGATION**

Section 1. Without limiting the generality of Article III herein, Design-Build Entity shall provide, at a minimum, the following Services and materials and equipment as further specified in the Scope of Work attached to the Agreement; provided, however, that these sections shall not be construed in any way to limit Design-Build Entity's obligations hereunder to design, engineer, furnish, construct, checkout, startup, and (except as otherwise provided in the Contract Documents) test a complete, operable and maintainable Project in accordance with the provisions of the Contract Documents.

Section 2. Design-Build Entity shall provide all engineering services and design, which will set forth in detail with specifications, drawings and requirements for the procurement of the materials and equipment and for the construction of the entire Project. Design-Build Entity shall furnish the services of all personnel, including supervisors, engineers, designers and draftsmen necessary for the preparation of all Drawings and Specifications required for the Work. The design shall include all architectural, civil, structural, mechanical, electrical, instrumentation and control work.

Section 3. Design-Build Entity shall provide all equipment and materials and furnish the services of all supervision, buyers, inspectors, expeditors, and other personnel necessary to procure all materials and equipment for the construction of the Project. Design-Build Entity shall provide, install, complete and pay for all labor, materials and equipment, tools, supplies, construction equipment and machinery, construction utilities (including all water, power and sanitary facilities), transportation (including road or other infrastructure and improvements on and off the Project Site), customs clearance, quality assurance, and other facilities and services (including any temporary or consumable materials, water, fuels, and electricity necessary for the proper execution and completion of the Work, including any of the utilities, as required). Design-Build Entity shall maintain all materials and equipment in accordance with manufacturer's requirements while such materials and equipment are in transit or care and custody of the Design-Build Entity.

Section 4. Design-Build Entity shall supervise and direct the Work, and shall furnish the services of all supervisors, foremen, skilled and unskilled labor, and all other personnel in sufficient quantities and with sufficient skills necessary to perform the Services in accordance with the Contract Documents. At District's request and after the parties meet and confer, Design-Build Entity shall replace, at Design-Build Entity's expense, any individual if it is determined by District and Design-Build Entity that such individual's continued presence would jeopardize the quality or timely completion of the Work. Whenever required by applicable laws or the Contract Documents, Design-Build Entity shall employ licensed personnel as necessary to perform engineering, design, architectural, or other professional services in the performance of the Work.

Section 5. All such professional services shall be performed with the degree of care, skill, and responsibility customary among such licensed personnel that specialize in work similar to the Work of this Contract. Design-Build Entity shall be responsible for all labor relations matters relative to the Work on the Project Site (except for District's personnel or representatives

or third parties/representatives retained by District) and shall at all times use all reasonable efforts to maintain harmony among all workers employed in connection with the Work on the Project Site. Design-Build Entity shall adopt and implement reasonable policies and practices designed to avoid work stoppage, slowdowns, disputes and strikes.

Section 6. Design-Build Entity shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract Documents, and District shall not be responsible for or exercise any control over the actions or omissions of Design-Build Entity, any supplier, or any of their employees or agents performing any of the Work or Design-Build Entity's warranty obligations. Design-Build Entity shall prosecute the Work continuously and diligently and complete the Work in accordance with all requirements of the Contract Documents and all applicable laws, rules and regulations.

Section 7. Design-Build Entity shall coordinate ingress and egress to and from the Project Site so as to minimize disruption to the Work and to traffic in the vicinity of the Project Site.

Section 8. Design-Build Entity shall be responsible for the layout of the Work and shall perform all necessary surveying during the construction of the Projects. The accuracy of all grades, elevations, alignments, and plumbing of any structures and the location of all facilities described in the final plans and specifications shall be the responsibility of the Design-Build Entity. Design-Build Entity shall preserve all permanent survey construction monuments and benchmarks. Prior to the final completion date, Design-Build Entity shall accurately correct all Project documents to as-built conditions and deliver to District these as-built documents in accordance with the Contract Documents. Such documents shall show the location of the Project and shall show all related easements, improvement, utilities and rights of way above and below ground, on and off the Project Site, as of the date of delivery of such documents. Such documents shall also show the dimensions and the distances to the nearest benchmarks.

Section 9. Design-Build Entity shall provide appropriate installation and startup representatives from suppliers of major equipment and control systems, all necessary supervising personnel, all equipment, tools, construction and temporary material, and all labor for checkout, startup, testing and training of District personnel. Design-Build Entity shall be responsible for checkout, startup, training and testing of the Project and shall carry out those activities in accordance with all applicable codes and legal requirements, startup and checkout requirements and procedures as set forth in the Contract Documents.

Section 10. Except for safety and warning signs, Design-Build Entity shall not install any signs on the Project Site without the express written consent of District.

Section 11. Design-Build Entity shall be responsible for Project Site security until Final Completion, or termination of the Work. Such security shall include, to the extent reasonably necessary, barriers, lighting, controlled access, and other measures required to prevent vandalism, theft, and danger to personnel, the Project, materials and equipment.

Section 12. Design-Build Entity shall prepare or cause to be prepared and shall furnish to District all drawing logs, drawings, manufacturer's drawings and data, supplier manuals and operating manuals in accordance with the Contract Documents.

Section 13. Design-Build Entity shall ensure that District and its representatives shall, at all times, have access to the Project for all purposes. In order to allow District and its representatives to be present, Design-Build Entity shall give District at least three (3) days advance notice of any system or equipment checkout or testing. If District desires access to any places where work is being performed or from which materials and equipment are being obtained, Design-Build Entity shall provide or arrange reasonable access thereto and shall provide District reasonable advanced notice of any factory tests or other off site tests. Design-Build Entity shall maintain the Project Site in a safe condition to permit District and any person authorized in writing by District to inspect and review all field work during working hours, including materials and equipment, installation, calibration, startup and testing. District shall provide full access to the Project for Design-Build Entity.

Section 14. As part of the procurement of equipment, Design-Build Entity shall provide to District estimates for long-term upkeep and maintenance and a list of recommended operating spare parts, which list shall include all relevant costs and ordering lead time information with terms and conditions. If requested, Design-Build Entity shall procure such operating spare parts from Suppliers, as requested by District, on behalf of District. The cost of such operating spare parts shall be covered by change order.

Section 15. When any equipment or portion of the Work is damaged, Design-Build Entity shall inform District as soon as possible and provide District a damage report detailing such occurrence, any required repairs, and the estimated duration of such repairs.

Section 16. Design-Build Entity shall provide to District all tests and measurements, laboratory analyses, and reports made or prepared in connection with the Work.

Section 17. Design-Build Entity shall communicate and coordinate with DSA regarding Project-related matters, including without limitation Drawings, Specifications, inspections and Change Orders, sufficiently and at such necessary times to permit DSA to respond in a timely manner, taking into account DSA's customary response times. Design-Build Entity shall be solely responsible for any delays or increased costs due to late DSA action resulting from Design-Build Entity's insufficient or untimely communication unless DSA's actions or inaction are caused by District or are unreasonable.

Section 18. The parties to this Agreement recognize that the failure of trade contractors to properly seal the buildings against water intrusion is a significant and growing problem in public construction. Design-Build Entity 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. Any costs related to unexpected weather shall be covered by change order.

## **ARTICLE VI SCHEMATIC DESIGN PHASE**

Section 1. After acceptance by District of Design-Build Entity's Proposal, and upon written authorization from District, Design-Build Entity shall proceed with the performance of Services called for in the Schematic Design Phase.

Section 2. Design-Build Entity shall review District's Project for scope, coordination requirements, criteria, budget and constructability.

Section 3. Design-Build Entity shall identify, analyze and conform to the requirements of governmental and private authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

Section 4. Design-Build Entity shall investigate existing conditions through site visits and otherwise, to confirm scope of work and effects on design and construction.

Section 5. Design-Build Entity shall advise District as to the necessity of obtaining additional information related to the Project Site necessary for purposes of design. Such advice and statement of necessity shall be in writing and explain fully the considerations involved.

Section 6. Design-Build Entity shall review all available information regarding existing conditions of any nature (whether supplied by District, generated under the Contract, or secured from third parties), and advise District whether such data is adequate for purposes of design. District shall provide to Design-Build Entity all known information regarding the Project, and District shall not disclaim any of the information provided.

Section 7. Design-Build Entity shall prepare reports containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits.

Section 8. Design-Build Entity shall attend three (3) meetings, each of duration of three (3) hours, with representatives of District, interested parties, governmental entities, as necessary, and provide information to fully describe the project.

Section 9. After acceptance by District of Design-Build Entity's Schematic Design Phase deliverables (which shall not be unreasonably withheld), and upon written authorization from District, Design-Build Entity shall proceed with the performance of the services called for in the Design Development Phase. The intent of Design-Build Entity's Design Development Phase submittal is to obtain District approval for design revisions, refinements, and concept elaborations produced by Design-Build Entity during Design Development prior to Construction Document production.

Section 10. After consultation with District and on the basis of Bridging Documents, Design-Build Entity shall: determine the scope, extent and character of the Project and establish final design criteria; participate in, or initiate periodic reviews or workshops as necessary with District Project Manager, District departmental stakeholders, and their consultants during the Design Development Phase; and at a minimum, participate in biweekly progress meetings with District Project Manager and consultants.

Section 11. Design-Build Entity shall prepare documents consisting of final design criteria, Design Development drawings, and outline specifications (together, "Design Development Documents"). Design Development Documents shall include, but are not limited to:

a. Site plans, architectural, landscape, structural, mechanical and electrical floor plans, elevations, cross sections, room finish schedules, door and window schedules, and other mutually agreed upon Drawings deemed necessary to describe the developed design.

b. Outline specifications describing the size, character and quality of the entire Project in its essentials as to kinds and locations of materials; type of structural, security, mechanical and electrical systems and equipment.

c. Design-Build Entity shall provide to District's Project Manager for District approval two copies of a color schedule, samples of types and size acceptable to the Project Manager of textures and finishes of all materials in the Work at the Project.

d. A grading and drainage plan and a site plan from architectural information showing a final development of the site. This Drawing will also include a horizontal and vertical control plan and utility connections to the infrastructure plan. The services described in this subparagraph shall be provided by a professional civil engineer who is to subcontract with Design-Build Entity.

Section 12. Design-Build Entity shall present Design Development Phase documents to District and secure its approval.

## **ARTICLE VII DESIGN SERVICES**

Section 1. Bridging Documents set forth District's minimum design and construction requirements for the Project that Design-Build Entity shall meet in preparing designs and construction of the Project. Design-Build Entity shall prepare designs to meet such requirements.

Section 2. Design-Build Entity shall submit designs and deliverables meeting the requirements of the Drawings and Specifications at completion of 50% and 100% Design Development, 50%, 90% and 100% Construction Document completion, or prior to release to the field or to subcontractors for construction and as otherwise agreed to by the parties. Design-Build Entity may elect to create incremental packages of major building components or activities it deems advantageous towards scheduling or permitting efficiencies.

Section 3. In the event of any conflict between the Bridging Documents and any other provision of the Contract Documents, then the more stringent requirement providing District with the greater scope of work shall control. Unless specifically and expressly limited, Design-Build Entity's scope of work shall include all architectural, engineering, procurement and construction services necessary to complete the Project.

Section 4. Unless specifically excluded in this Contract, Design-Build Entity shall provide to District all professional architectural and engineering services, including but not

limited to all civil, electrical, fire protection, mechanical, structural engineering, landscape, and cost estimating services necessary to perform Design-Build Entity's obligations under the Contract Documents and to complete the Project and to perform Design-Build Entity's obligations under the Contract Documents, including the requirements of the Bridging Documents (the "Services").

Section 5. Design-Build Entity shall perform the Services using the persons and subconsultants listed in Design-Build Entity's Proposal and may substitute personnel or subconsultants only upon District's written consent, which may be withheld or delayed in District's discretion. Design-Build Entity represents that it and its subconsultants possess all necessary training, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a professional that specializes in performing professional services of like nature and complexity of the Services. Design-Build Entity's licensed subconsultants (architectural and engineering) shall owe a duty of care to District in performing their architectural and engineering portions of the Services.

Section 6. Design-Build Entity and its subconsultants shall make an independent assessment of the accuracy of the information provided by District concerning existing conditions (including but not limited to existing utilities and structures and tie-ins to existing or contemplated facilities) and the adequacy of available design information/technical reports. Design-Build Entity shall rely on the results of its own independent investigations and not solely on information provided by District. Design-Build Entity shall conduct such further investigations of existing conditions as are necessary for Design-Build Entity to perform the Services and shall advise District of any further design or other services necessary to complete the Project.

Section 7. Design-Build Entity and its subconsultants' design shall provide that all surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access is in conformance with Cal OSHA. All drawings, specifications, structural and electrical design calculations, site data, cost estimates and any other deliverable required by State or Federal law shall comply with applicable State and federal standards. Design-Build Entity shall comply with any other requirements of public or private authorities with jurisdiction over the Project, the drawings and specifications, or tie-ins to the Project. Design-Build Entity shall comply with the applicable standard of care when preparing drawings and specifications to comply with applicable building codes, ordinances, statutes, laws, standards, governmental regulations and private restrictions, including necessary tie-ins, applicable to the Project and the Services, including, but not limited to, those listed in this Contract, all environmental, energy conservation, energy tie-in, and disabled access requirements, regulations and standards of the Fire Marshal or other authorities having jurisdiction over the Project.

Section 8. Design-Build Entity shall perform all services and activities necessary to comply with all applicable governmental regulations and requirements and to obtain all applicable governmental reviews and approvals for and regarding the Work.

Section 9. District at all times shall have the right (but not the duty) to review Design-Build Entity's design work, whether performed by Design-Build Entity or a subconsultant of any tier, and whether in a final or preliminary form, to determine progress and conformance to the requirements of the Contract Documents.

Section 10. Design-Build Entity shall fully coordinate all architectural and engineering disciplines and subconsultants involved in completing the Work. Design-Build Entity's subconsultants shall fully coordinate with Design-Build Entity and all architectural and engineering disciplines and subconsultants involved in completing the Work.

Section 11. Design-Build Entity shall conduct at least monthly design coordination meetings with all subconsultants employed by Design-Build Entity.

Section 12. Design-Build Entity shall present District with monthly design coordination reports. Design coordination reports shall include written verification that all design coordination responsibilities appropriate to the stage of Services have been fulfilled. These reports shall be included with each Design-Build Entity Application for Payment and will be a condition of payment.

Section 13. Design-Build Entity shall complete or cause to be completed all services required under this Agreement in accordance with the Milestone Construction Schedule as well as all approved Project schedules and updates thereto.

Section 14. Design-Build Entity shall adjust and cause its retained subconsultants (and subcontractors, if any) to adjust activities, personnel levels, and the sequence, duration and relationship of services to be performed in a manner that will comply with the approved schedules.

## **ARTICLE VIII CONSTRUCTION DOCUMENT PHASE**

Section 1. After acceptance by District of the Design Development Documents and any other required deliverables in the Design Development Phase (which shall not unreasonably be withheld), and upon written authorization from District, Design-Build Entity shall proceed with the performance of the services called for in the Construction Documents Phase.

Section 2. Design-Build Entity shall submit the deliverables required by the Construction Documents Phase within the stipulated period required in the Project Schedule.

Section 3. On the basis of the District-approved Design Development Documents, Design-Build Entity shall prepare for incorporation in the Contract Documents final Drawings and Specifications (together, "Construction Documents") to show the work to be furnished and performed by Design-Build Entity. Construction Documents shall set forth in detail the requirement for construction of all work to be performed by Design-Build Entity and to obtain all required permits.

Section 4. Construction Documents shall set forth in detail the requirement for construction of all Work to be performed, but shall not supersede the Contract Documents



(including Bridging Documents) where the Contract Documents contain a more stringent requirement.

Section 5. Construction Documents Drawings shall be prepared in accordance with industry standards. Design-Build Entity shall have complete responsibility to secure timely review by all authorities with jurisdiction.

Section 6. The same architectural and engineering team (and team personnel) that prepared the Design Development Documents shall complete the Construction Documents.

Section 7. Construction Documents shall be prepared in full compliance with the Contract Documents (including without limitation Bridging Documents), applicable building codes, ordinances, standards, governmental regulations and private restrictions, applicable to the Work.

Section 8. Design-Build Entity shall make full written disclosure to District, and obtain District's express written approval of any proposed innovative, unique, proprietary, or sole source design features.

Section 9. Design-Build Entity warrants to District that the final design, as expressed in the Construction Documents:

- a. Will be constructible, workable, watertight, and within Design-Build Entity's detailed Project schedule;
- b. Will comply in all respects with the requirements of the Contract Documents (including without limitation Bridging Documents);
- c. Will not call for the use of hazardous or banned materials; and
- d. Will fully comply with applicable building codes, ordinances, standards, governmental regulations, and private restrictions applicable to the Work.

Section 10. Design-Build Entity shall prepare and submit draft Construction Documents at the 50% level of completion to District for review and approval. District shall conduct such review as necessary on the 50% Construction Documents and shall advise Design-Build Entity of any necessary modifications, amendments and additions as reasonably required by District. Following receipt of District's comments, Design-Build Entity shall develop and submit Construction Documents at the 90% level of completion to District for review. District shall conduct such review as necessary on the 90% Construction Documents and shall advise Design-Build Entity of any necessary modifications, amendments and additions as reasonably required by District. Following receipt of District's comments, Design-Build Entity shall complete final Construction Documents. Such complete Construction Documents shall be deemed the Construction Documents for the Project.

Section 11. Upon completion of Construction Documents, Design-Build Entity shall submit such plans for approval to the Division of the State Architect, or such other permitting authority that is in place at the time, and obtain necessary permits for the construction and

operation of the Project as specified in the Construction Documents. During the same time period, Design-Build Entity shall submit the Construction Documents to District for final approval.

Section 12. Design-Build Entity shall secure all necessary permits and approvals, by identifying all necessary permits and approvals, securing necessary forms, and applying for such permits and approvals in Design-Build Entity's name, on the District's behalf. This duty includes, but is not limited to, providing technical criteria, written descriptions and design data for use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and engage in consultations with appropriate authorities.

## **ARTICLE IX CONSTRUCTION PHASE**

Section 1. Upon District's acceptance of Design-Build Entity's Construction Documents for all or any portions of the Work as Design-Build Entity and District may agree, and upon issuance of approval to construct Project by the Division of the State Architect or such other permitting authority that is in place at the time, District will issue a Notice to Proceed for construction, and Design-Build Entity may commence construction of the Project.

Section 2. Design-Build Entity's architectural, design, and engineering subconsultants shall make regular visits to the site at intervals appropriate to the various stages of construction as necessary to assure that construction conforms to the final design as approved.

Section 3. Design-Build Entity's architectural, design and engineering subconsultant shall participate fully in Design-Build Entity's required quality control program and shall have a duty to advise Design-Build Entity and District in writing of any observations of defective work, work not in conformance with Drawings and Specifications, and lack of progress consistent with the schedule of work in areas associated with their services.

Section 4. Design-Build Entity and Design-Build Entity's architectural, design, and engineering subconsultants shall, when requested by District, and working with District's commissioning agent, provide all necessary architectural, design and engineering services, including services of its architectural, design and engineering subconsultants, for:

- a. Refining, adjusting and correcting of any equipment or systems.
- b. Start-up, testing and placing in operation all equipment and systems.
- c. Completion of punchlist work.
- d. Training District's staff to operate and maintain all equipment and systems.
- e. Assist District in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.

f. Prepare electronic record sets and sets of reproducible record prints or Plans showing those changes made during the construction process, based on the marked-up prints, Plans and other data.

g. Together with District, visit the Project to observe any apparent defects in the completed construction, correct such deficiencies, and supply information as needed regarding replacement, correction, or diminished value of defective work before the expiration of any applicable warranty periods.

Section 5. The following are the objectives of the commissioning process on each commissioned component, equipment, system, or feature:

a. Ensure that commissioned features and systems are properly installed according to the Contract Documents, manufacturers' instructions, and industry accepted minimum standards; and that building systems or components are not compromising performance of the feature.

b. Ensure that Design-Build Entity completes start-up and initial checkout of commissioned features and systems; and that results are clearly documented in accordance with manufacturers' instructions and the Contract Documents.

c. Verify that start-up and initial checkout of all commissioned features and systems are successfully completed using appropriate sampling techniques; and ensure, based on these sampling techniques, that control systems have successfully passed a complete point-to-point checkout and that each control point is commanding, reporting, and controlling according to the intended purpose.

d. Ensure that functional testing of components and systems are prepared, developed, conducted, and documented to test each sequence in the sequence of operations and other significant modes.

e. Ensure that Operation and Maintenance (O&M) documentation is complete, applicable, written and collated as specified.

f. Ensure that Owner's facility personnel responsible for equipment and systems operations are adequately trained.

Section 6. District's right to review Design-Build Entity's design and deliverables, including without limitation Design Development Documents, Construction Documents, shop drawings, samples and Submittals, as specified in the Contract Documents, shall not relieve Design-Build Entity of its responsibility for a complete design and construction complying with the requirements of the Contract Documents; but rather, such review shall be in furtherance of District's monitoring and accepting the design as developed and issued by Design-Build Entity, consistent with these Contract Documents. Design-Build Entity's responsibility to design and construct the Project in conformance with the Contract Documents including, but not limited to, the applicable performance standards and any fully executed change orders, shall be absolute. Such duty may not be altered or diminished by any action other than a signed change order.

Section 7. District shall designate a Project Manager, who is authorized to act on District's behalf with respect to Design-Build Entity's Design Services. District or such authorized representative shall facilitate the rendering of required decisions promptly, and where feasible within 10 business days, to avoid unreasonable delay in the progress of Design-Build Entity's services. The parties acknowledge that District may need more than 10 business days for material design decisions. District may delegate all or some of Project Manager's role and function to a separate contractor or to a construction manager. District may change the individual acting as Project Manager and/or the individual or entity acting as a separate contractor or construction manager at any time with notice to Design-Build Entity.

- a. Design-Build Entity shall anticipate that District's decision-rendering processes require various lead times. Design-Build Entity should use established~~ed~~ reasonable decision response times.
- b. District shall perform timely reviews of progress documents submitted.
- c. District shall assist Design-Build Entity in its securing of all required approvals and permits from governmental authorities having jurisdiction over the Project.

## **ARTICLE X SUBCONTRACTORS**

Section 1. All subcontracts that were not listed by the Design-Build Entity in its RFP Proposal shall be awarded by the Design-Build Entity in accordance with the Contract Documents and a competitive and transparent procurement process that shall be approved by the District.

Section 2. Design-Build Entity shall, at a minimum, do all of the following:

- a. Provide evidence of best value selection or lowest responsible bidder, as appropriate under applicable law.
- b. Provide a fixed date and time on which the subcontracted work will be awarded.
- c. In a contract between Design-Build Entity and a Subcontractor, and in a contract between a Subcontractor and any subcontractor thereunder, the percentage of the retention proceeds withheld may not exceed the percentage specified in the Contract Documents. If Design-Build Entity provides written notice to any Subcontractor who is not a member of Design-Build Entity, prior to or at the time the Subcontractor's bid is requested, that a bond may be required and the Subcontractor subsequently is unable or refuses to furnish a bond to Design-Build Entity, then Design-Build Entity may withhold retention proceeds in excess of the percentage specified in the Contract Documents from any payment made by Design-Build Entity to the Subcontractor.

Section 3. All Subcontractors bidding on subcontracts shall be afforded the protections contained in Chapter 4 (commencing with Section 4107) of Part 1 of Division 2 of the Public Contract Code. Additionally, without limiting the foregoing, without District's written

approval, Design-Build Entity shall not substitute any other person or firm in place of any Subcontractor (whether to perform Work at the Project Site, Services, or otherwise) listed in the Proposal, or substitute any key personnel identified in Design-Build Entity's Statement of Qualifications. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other person or entity without District's written approval. At District's request, Design-Build Entity shall provide District with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.

Section 4. Subcontract agreements shall preserve and protect the rights of District under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Design-Build Entity shall require the Subcontractor's written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Design-Build Entity all the obligations and responsibilities that Design-Build Entity assumes toward District under the Contract Documents. (These agreements include for example, and not by way of limitation, all warranties, claims procedures and rules governing submittals of all types to which Design-Build Entity is subject under the Contract Documents.)

Section 5. Design-Build Entity shall provide for the assignment to District of all rights any Subcontractor may have against any manufacturer, supplier, or distributor for breach of warranties and guaranties relating to the Work performed by the Subcontractor under the Contract Documents.

Section 6. District shall be deemed to be an intended third-party beneficiary of all Subcontracts (of any tier) for the provision of labor, services, supplies or material to the Project, and each such agreement shall so provide.

Section 7. Design-Build Entity shall promptly pay all subcontractors for work completed in accordance with Contract Documents.

## **ARTICLE XI CONTRACT AWARD AND COMMENCEMENT OF THE WORK**

Section 1. When Design-Build Entity and District have signed the Contract Documents, District will serve a Notice to Proceed upon Design-Build Entity to that effect, either by depositing notice in a post office or post office box regularly maintained by United States Postal Service in a pre-paid wrapper directed to Design-Build Entity at legal address or (at District's option) by delivery by other means authorized for notices under the Contract Documents at legal address.

Section 2. The start date for Contract Time shall be on the date indicated in the applicable Notice to Proceed.

Section 3. Design-Build Entity shall not do any Work at the Project Site prior to the date on which the Contract Time commences to run or prior to receiving a Notice to Proceed with Construction and any work completed before such time shall be at the Design Build Entity's sole risk, including risk of no compensation for such work.

## **ARTICLE XII**

### **PROJECT MEETINGS AND WEB-BASED PROJECT MANAGEMENT SYSTEM**

Section 1. Weekly Progress Meetings will be scheduled throughout duration of Work at a time acceptable to the District. Progress meetings will be held weekly unless otherwise directed by District.

a. Progress meetings shall be attended by Design-Build Entity's job superintendent, major Subcontractors and suppliers, District, and others as appropriate to agenda topics for each meeting.

b. District shall be responsible for running the meetings, preparing the agenda and preparing all meetings minutes.

Section 2. Design-Build Entity shall use *Submittal Exchange*, a District approved project management system that shall upload all Project documents for access by the District in an orderly manner.

## **ARTICLE XIII**

### **BONDS AND INSURANCE**

Section 1. When notified by the District that Design-Build Entity has been awarded the contract, Design-Build Entity shall, within ten (10) days, file with the District the following bonds:

a. Corporate surety bond, in the District provided form of Document (Construction Performance Bond), in the penal sum of 100% of the Guaranteed Maximum Contract Sum, to guaranty faithful performance of the Work; and

b. Corporate surety bond, in the District provided form of Document (Construction Labor and Material Payment Bond), in the penal sum of 100% of the Guaranteed Maximum Contract Sum, to guaranty payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in performance of Contract Documents.

Section 2. Sureties shall be satisfactory to District. Corporate sureties on these bonds and on bonds accompanying Proposals shall be duly licensed to do business in the State of California and shall have an A.M. Best Company financial rating of A-IX or better.

Section 3. Design-Build Entity shall provide the following minimum insurance amounts:

a. General Liability (including operations, products and completed operations, as applicable): \$2,000,000 per occurrence for bodily injury, personal injury & property damage. If commercial general liability insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Umbrella/Excess Liability: \$1,000,000 Per Occurrence.

- c. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. Workers Compensation: As required by the State of California.
- d. Employers' Liability: \$1,000,000 each accident, \$2,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
- e. Errors & Omissions Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate.
- f. Worker's Compensation: As required by State of California.
- g. Builder's Risk: Completed value of Project with no Coinsurance Penalty.

Endorsements shall clearly state that the District is named as an "Additional Insured" under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District. Endorsements shall meet all requirements included in the RFP.

#### **ARTICLE XIV BRIDGING DOCUMENTS**

Section 1. Bridging Documents are intended to describe a functionally complete and operable Project (and all parts thereof) to be designed and constructed in accordance with the requirements of the Contract Documents, including any performance specifications. Design-Build Entity shall have the duty to submit questions related to the Design-Build Entity and shall work cooperatively with the Bridging Architect, as needed toward the successful completion of the Project.

Section 2. The Bridging Drawings are not construction drawings and are not to be used as construction drawings. The Design-Build Entity is required to develop the Construction Drawings for the Project that meet with District's approval. In no instance shall errors, conflicts or ambiguities in the Bridging Documents be used as a basis for a modification to the Contract, where they could have been discovered by the proposing Design-Build Entities and brought to the attention of the District during the Proposal Development period.

Section 3. Design-Build Entity shall perform any work, provide services and furnish any materials or equipment that may reasonably be inferred from the requirements of Contract Documents or from prevailing custom or trade usage as being required to produce this intended result. Design-Build Entity shall interpret words or phrases used to describe work (including services), materials or equipment that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards, including without limitation Title 24 of the California Code of Regulations. The Division and Sections of the Bridging Document Specifications and the identification on any Bridging Document Drawings shall not control the Design-Build Entity in dividing the Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.

Section 4. As part of the “Work,” Design-Build Entity shall provide all design services by licensed professionals, labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, shop drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Bridging Documents. Divisions and Specification Sections and the identification on any Drawings shall not control Design-Build Entity in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.

Section 5. Design-Build Entity shall perform reasonably implied parts of Work as “incidental work” although absent from Bridging Documents. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any Work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Bridging Documents or the requirements of Contract Documents including required tasks to be performed under Division 1 of Specifications. Design-Build Entity shall perform incidental work without extra cost to District. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price Proposal and Contract Sum.

Section 6. The Bridging Documents are the Bridging Documents issued by District with the Request for Proposal to pre-qualified Design-Build Entities. Bridging Documents were prepared by District to establish the design intent and the minimum requirements for the quality and type of materials to be used in the project. Bridging Documents and any addenda will be used to confirm that Design-Build Entity-prepared Schematic Design Phase documents, Design Development Documents and Construction Documents are in conformance with the design intent and the minimum requirements for the quality and type of materials to be used in the Project.

Section 7. Design-Build Entity has full “turnkey” responsibility to deliver the fully functional, operational Project as referenced in the Contract Documents.

Section 8. Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Bridging Documents, or should Design-Build Entity have any questions or requests relating to Bridging Documents, Design-Build Entity shall refer the matter to District, in writing. District will issue with reasonable promptness written responses, clarifications or interpretations as District may determine necessary, which shall be consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations shall be binding upon Design-Build Entity. If Design-Build Entity believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Design-Build Entity shall give District prompt written notice. If the parties are unable to agree to the amount or extent of the adjustment, if any, then Design-Build Entity shall perform the Work in conformance with District’s response, clarification, or interpretation and may make a written claim for the adjustment as provided in the Contract Documents.



Section 9. Before undertaking each part of the Work, Design-Build Entity shall carefully study and compare Contract Documents, and check and verify pertinent figures shown in the Contract Documents and all applicable field measurements. Design-Build Entity shall be responsible for any errors that might have been avoided by such comparison. Figures shown on Drawings shall be followed; Design-Build Entity shall not scale measurements. Design-Build Entity shall promptly report to District, with copies to the Inspector, in writing, any conflict, error, ambiguity or discrepancy that Design-Build Entity may discover. Design-Build Entity shall obtain a written interpretation or clarification from District before proceeding with any Work affected thereby. Design-Build Entity shall provide District and Inspector with a follow-up correspondence every ten days until it receives a satisfactory interpretation or clarification.

Section 10. As set forth in Part 1, Title 24, California Code of Regulations, no modification or deviation from the Contract Documents will be permitted unless approved by District or required by a governmental entity. Design-Build Entity must perform design and construction Work in strict accordance with Contract Documents. Design-Build Entity shall review drawings and specifications developed by its subconsultants and design-build subcontractors under this Contract for compliance with the Contract Documents prior to submission to and approval by DSA. No order for any alteration, modification or extra which shall increase or decrease the cost of Work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing, and the order signed by the Design-Build Entity, and certified by the authorized officer representing District. As appropriate, Change Orders changing the approved drawings and technical specifications are subject to approval by the DSA under the procedures prescribed in Section 4-338, Part 1, Title 24, California Code of Regulations.

Section 11. Design-Build Entity shall perform Work in accordance with the Bridging Documents, and approved Drawings and Specifications. Design-Build Entity may deviate from Drawings or the dimensions given in the Drawings, and may deviate from the Specifications, only upon District's advance written approval of the proposed deviation.

## **ARTICLE XV DISTRICT AND PAYMENT**

Section 1. District Representative(s) will have limited authority to act on behalf of District as set forth in the Contract Documents. Except as otherwise provided in these Contract Documents or subsequently identified in writing by District, District will issue all communications to Design-Build Entity through District Representative, and Design-Build Entity shall issue all communications to District through District Representative in a written document delivered to District. Should any direct communications between Design-Build Entity and District's consultants, architects or Architect/Engineers occur during field visits or by telephone, Design-Build Entity shall immediately confirm them in a written document copied to District.

Section 2. Subject to those rights specifically reserved in the Contract Documents, District will not supervise, or direct, or have control over, or be responsible for, Design-Build Entity's means, methods, techniques, sequences or procedures of construction, or the safety

precautions and programs incident thereto, or Design-Build Entity's failure to comply with laws and regulations applicable to the furnishing or performance of Work. District will not be responsible for Design-Build Entity's failure to perform or furnish the Work in accordance with Contract Documents.

Section 3. Design-Build Entity shall prepare the schedules, submit Applications for Payment and warrant title to all Work covered by each Application for Payment. District will review Design-Build Entity's Applications for Payment and District will ~~and~~ make payment thereon, and Design-Build Entity shall make payments to Subcontractors, suppliers and others, as required by the Contract Documents and applicable law.

## **ARTICLE XVI CONTROL OF THE WORK**

Section 1. Design-Build Entity is fully responsible for Design-Build Entity's own acts and omissions. Design-Build Entity is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Design-Build Entity.

Section 2. During construction, reconstruction, repair, alteration of or addition to any school building, the DSA, as provided by the Field Act within the California Education Code, shall make such inspection as in its judgment is necessary or proper for enforcement of the Act, and the protection of the safety of pupils, teachers and the public. If at any time as the Work progresses, prior to the issuance of the certificate of compliance, it shall be found that modifications or changes are necessary to secure safety or to comply with code requirements, District or DSA may provide notice of the necessity for such modifications or changes, and Design-Build Entity shall perform all necessary modifications and changes. Additionally, if District or DSA finds that any construction work is being performed in a manner contrary to the provisions of Title 24, California Code of Regulations that would compromise the structural integrity of any building, and issues a stop work order, Design-Build Entity shall comply with the stop work order as required by law.

Section 3. Design-Build Entity shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Design-Build Entity shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Design-Build Entity shall be responsible to see that the completed Work complies accurately with Contract Documents.

Section 4. Design-Build Entity shall designate and keep on the Project Site at all times during Work progress a competent resident Superintendent or Project Manager, who, once designated, shall not be replaced without District's express written consent. The Superintendent or Project Manager shall be Design-Build Entity's representative at the Project Site and shall have complete authority to act on behalf of Design-Build Entity. All communications to and from the Superintendent or Project Manager shall be as binding as if given to or by Design-Build

Entity. Personnel shall be those individuals listed in the RFP, which individuals District reasonably relied upon for the award of the Project to the Design-Build Entity.

Section 5. Work shall be performed under District's general observation and administration. Design-Build Entity shall comply with District's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Design-Build Entity of any obligations or liabilities under the Contract Documents. District's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.

Section 6. District may engage an independent consultant or Architect/Engineer (collectively, "Consultant") to assist in administering the Work. If so engaged, Consultant will advise and consult with District, but will have authority to act on behalf of District only to extent provided in the Contract Documents or as set forth in writing by District. Consultant will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Consultant will not be responsible for or have control over the acts or omissions of Design-Build Entity, Subcontractors or their agents or employees, or any other persons performing Work.

a. Consultant may review Design-Build Entity's submittals, such as Design Development Documents, Construction Documents, Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work, Bridging Documents, and with information given in the Contract Documents.

b. Consultant may conduct inspections to recommend to District the dates that Design-Build Entity has achieved Substantial Completion and Final Acceptance, and will receive and forward to District for review written warranties and related documents required by Contract Documents.

Section 7. During performance of Work, District and its agents, officers, consultants, and employees may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Design-Build Entity shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as District's interests may require. Other contractors performing work for District may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Design-Build Entity shall have sole care, custody, and control of the Project Site and its Work areas.

Section 8. If, prior to completion and final acceptance of all the Work, District takes possession of any structure or facility (whether completed or otherwise) comprising a portion of the Work with the intent to retain possession thereof (as distinguished from temporary possession contemplating return to Design-Build Entity), then, while District is in possession of the same, Design-Build Entity shall be relieved of liability for loss or damage to such structure other than that resulting from the Design-Build Entity's fault or negligence. Such taking of possession by District shall not relieve the Design-Build Entity from any provisions of the

Contract respecting such structure, other than to the extent specified in the preceding sentence, nor constitute a final acceptance of such structure or facility.

Section 9. If, following installation of any equipment or facilities furnished by Design-Build Entity, defects requiring correction by Design-Build Entity are found, District shall have the right to operate such unsatisfactory equipment or facilities and make reasonable use thereof until the equipment or facilities can be shut down for correction of defects without injury to District.

Section 10. Unless otherwise specified or indicated, Design-Build Entity shall make all necessary connections to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone, and electric. In each case, Design-Build Entity shall receive permission from District or the owning utility prior to undertaking connections.

Section 11. Design-Build Entity will be responsible for any damage to existing structures, Work, materials, or equipment because of its operations and shall repair or replace any damaged structures, Work, materials, or equipment to the satisfaction of, and at no additional cost to, District.

Section 12. Design-Build Entity shall protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection.

Section 13. Design-Build Entity shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or workers to or from the Work. Design-Build Entity shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

Section 14. Design-Build Entity shall take reasonable measures to prevent unnecessary dust.

## **ARTICLE XVII**

### **DESIGN-BUILD ENTITY'S WARRANTY, GUARANTY, AND INSPECTION OF WORK**

Section 1. Design-Build Entity represents and warrants that it is and will be at all times fully qualified and capable of performing every phase of the Work and to complete the Work in accordance with all applicable laws and regulations and terms of the Contract Documents. Design-Build Entity warrants that all design and construction services shall be performed in accordance with generally accepted professional standards of good and sound design and construction practices and all requirements of the Contract Documents. Design-Build Entity warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, architecture and/or engineering, materials, construction and workmanship. Design-Build Entity warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Bridging Documents and all descriptions set forth therein, and all other requirements of Contract Documents. Design-Build Entity shall not be responsible,

however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.

Section 2. With regard to any guaranty exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Design-Build Entity expressly agrees to supply District with all warranty and guaranty documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.

Section 3. Design-Build Entity's operations concerning the Project will not be in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Design-Build Entity claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Design-Build Entity has not complied. If there are any such notices with which Design-Build Entity has complied, Design-Build Entity shall provide District with copies thereof.

Section 4. Design-Build Entity acknowledges DSA inspection requirements, frequency, protocols and practices, applicable to this Project, and shall schedule, coordinate, plan and execute the Work consistent with all such practices.

Section 5. All materials, equipment, and workmanship used in Work shall be subject to inspection and testing at all times during construction and/or manufacture in accordance with the terms of Contract Documents. Work and materials, and manufacture and preparation of materials, from beginning of construction until final completion and acceptance of Work, shall be subject to inspection and rejection by District, its agents, representatives or independent contractors retained by District to perform inspection services, or governmental agencies with jurisdictional interests. Design-Build Entity shall provide them proper and safe conditions for such access and advise them of Design-Build Entity's Project Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, District shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

Section 6. Design-Build Entity shall give District a minimum of two business days' notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

Section 7. District will hire through separate contract, a DSA-certified Inspector of Record for this Project, and a Special Inspection and Materials Testing Laboratory. Upon advance notice, District will endeavor to schedule required inspections, but if resources are not available, Design-Build Entity may need to reschedule the Work at no additional cost to the District. In the event that a scheduled inspection is canceled in less than 24 hours' notice by Design-Build Entity and the District incurs costs associated with the cancellation, Design-Build

Entity will reimburse District for the actual costs of the canceled inspections. The amount will be deducted from payment owed Design-Build Entity.

Section 8. If applicable laws or regulations of any public body (other than DSA) having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Design-Build Entity shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish District with the required certificates of inspection, or approval. District will pay the cost of initial testing and Design-Build Entity shall pay all costs in connection with any follow-up or additional testing. Design-Build Entity shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Design-Build Entity's purchase thereof for incorporation in the Work.

Section 9. If Design-Build Entity covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of District, Design-Build Entity shall uncover the Work at District's request. Design-Build Entity shall bear the expense of uncovering Work and replacing Work.

Section 10. In any case where Design-Build Entity covers Work contrary to District's request, Design-Build Entity shall uncover Work for District's observation or inspection at District's request. Design-Build Entity shall bear the cost of uncovering Work.

Section 11. Whenever required by District, Design-Build Entity shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Design-Build Entity. If Work is found to be satisfactory, District, in manner herein prescribed for paying for alterations, modifications, and extra Work, except as otherwise herein specified, will pay for costs associated with such examination.

Section 12. District shall select testing agencies approved by DSA to conduct required tests and inspections for the Project. A list of required structural tests and inspections prepared by Design-Build Entity's and approved by the DSA shall be provided to the designated testing agency, District's representative and Inspector prior to the start of construction. Design-Build Entity may not waive any tests without District consent.

Section 13. The testing agency shall forward the test results to DSA, Design-Build Entity, District and the Project Inspector within 14 days of the date of the test. The testing agency shall forward to the Division of the State Architect a verified report covering all the tests required to be made by that agency during the progress of the Project.

Section 14. Inspection of the Work by or on behalf of District, or District's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Design-Build Entity shall have an absolute duty, in the absence of a written

Change Order signed by District, to perform Work in conformance with the Contract Documents.

Section 15. Any inspection, evaluation, or test performed by or on behalf of District relating to the Work is solely for the benefit of District, and shall not be relied upon by Design-Build Entity. Design-Build Entity shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by District, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Design-Build Entity shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

Section 16. Design-Build Entity shall correct Defective Work promptly upon knowledge of it. If Design-Build Entity fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, District may order Design-Build Entity to replace any Defective Work, or stop any portion of Work to permit District (at Design-Build Entity's expense) to replace such Defective Work. These District rights are entirely discretionary on the part of District, and shall not give rise to any duty on the part of District to exercise the rights for the benefit of Design-Build Entity or any other party.

Section 17. District may direct Design-Build Entity to correct any Defective Work or remove it from the Project Site and replace it with Work that is not defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Design-Build Entity shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, District may decide the proper amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct from moneys due Design-Build Entity, all such claims, costs, losses and damages caused by or resulting from the correction or removal. If Design-Build Entity disagrees with District's calculations, it may make a claim as provided in the Contract Documents.

Section 18. With respect to equipment and machinery supplied by Design-Build Entity and incorporated into the Work, if within one year after the date of Final Completion of the portion of the Work incorporating the equipment and/or machinery (or, to the extent expressed by Change Order or Certificate of Final Completion, one year after District's written acceptance of such equipment) any equipment or machinery is found to be defective, Design-Build Entity shall promptly, without cost to District and in accordance with District's written instructions, correct such Defective Work.

Section 19. With respect to structures within the scope of Work, if within one year after the date of Final Acceptance of the Work, or the portion or Phase of the Work as provided in these Contract Documents, any Work is found to be defective, Design-Build Entity shall promptly, without cost to District and in accordance with District's written instructions, correct such Defective Work.

Section 20. Design-Build Entity shall be required to work with District to inspect all work completed ten (10) to eleven (11) months after accepted completion of the Project and before the expiration of any one (1) year warranty periods.

Section 21. Design-Build Entity shall remove any Defective Work rejected by District and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Design-Build Entity fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the Defective Work corrected or the rejected Work removed and replaced.

a. Design-Build Entity shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Design-Build Entity fails to correct Defective Work, or defects are discovered outside the correction period, District shall have all rights and remedies granted by law.

b. Additionally, in special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order or as provided by elsewhere in these Contract Documents.

Section 22. Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been removed and replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such removal and replacement has been satisfactorily completed.

Section 23. If following installation of any equipment, machinery, or facilities furnished by Design-Build Entity, defects requiring correction by Design-Build Entity are found, District shall have the right to operate such defective equipment or facilities and make reasonable use thereof until the equipment, machinery, or facilities can be shut down for correction of defects without causing injury to District.

Section 24. District may accept Defective Work. Design-Build Entity shall pay all claims, costs, losses and damages attributable to District's evaluation of and determination to accept such Defective Work. If District accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, District may deduct from moneys due Design-Build Entity, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Design-Build Entity disagrees with District's calculations, Design-Build Entity may make a claim as provided in the Contract Documents. If District accepts any Defective Work after final payment, Design-Build Entity shall pay to District, an appropriate amount as determined by District.



Section 25. District may correct and remedy deficiency if, after fifteen Days' written notice to Design-Build Entity (or lesser notice if the deficiency poses a direct danger to persons or property at or about the Project Site or if required to comply with any DSA requirement), Design-Build Entity fails to commence to correct Defective Work or to remove and replace rejected Work in accordance with the Contract Documents or provide a plan for correction of Defective Work acceptable to District; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, District may, to the extent reasonably necessary: exclude Design-Build Entity from, and take possession of, all or part of the Project Site and Work and suspend Design-Build Entity's Work related thereto; take possession of all or part of Design-Build Entity's tools, appliances, construction equipment and machinery at the Project Site; and incorporate in Work any materials and equipment stored at the Project Site or for which District has paid Design-Build Entity but which are stored elsewhere. Design-Build Entity shall allow District, its representatives, agents, employees, and other contractors and District's consultants access to the Project Site to enable District to exercise the rights and remedies under this paragraph. Design-Build Entity shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by District in exercising such rights and remedies. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, District may deduct from moneys due Design-Build Entity, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Design-Build Entity disagrees with District's calculations, Design-Build Entity may make a claim as provided in the Contract Documents.

Section 26. District's decisions to accept Defective Work or correct Defective Work are subject to approval of DSA, and all other requirements of Title 24, California Code of Regulations.

Section 27. Design-Build Entity shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by District of its rights and remedies under this Article. Where District exercises its rights under this Article, it retains all other rights it has by law or under the Contract Documents including, but not limited to, the right to terminate Design-Build Entity's right to proceed with the Work under the Contract Documents and/or make a claim or back charge where a Change Order cannot be agreed upon.

Section 28. Inspection by District shall not relieve Design-Build Entity of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments or otherwise shall not operate to waive District's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of the Work paid therefor. Design-Build Entity's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless District agrees otherwise in writing.

Section 29. Design-Build Entity shall furnish, in such quantities and sizes as may be required for proper examination and tests, samples or test specimens of all materials to be used or offered for use in connection with Work. Design-Build Entity shall prepare samples or test specimens at its expense and furnish them to District. Design-Build Entity shall submit all

samples in ample time to enable District to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.

Section 30. Test samples or specimens of material for testing shall be taken by the Architect/Engineer, his or her representative, Project Inspector or representative of the testing agency. In no case shall Design-Build Entity or vendor select the sample.

Section 31. In order that District may determine whether Design-Build Entity has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Design-Build Entity shall at any time, when requested, submit to District properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

Section 32. Inspection by District or its authorized agents or representatives, any order or certificate for the payment of money, any payment, acceptance of the whole or any part of Work by District, any extension of time, any verbal statements on behalf of District or its authorized agents or representatives shall not operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to District herein or therein or any right to damages provided in the Contract Documents. Any waiver of any breach of the Contract Documents shall not be held to be a waiver of any other subsequent breach.

### **ARTICLE XVIII DESIGN-BUILD ENTITY'S ORGANIZATION AND EQUIPMENT**

Section 1. Address and facsimile number given in Design-Build Entity's Proposal are hereby designated as Design-Build Entity's legal address and facsimile number. Design-Build Entity may change its legal address and facsimile number by notice in writing, delivered to District, which in conspicuous language advises District of a change in legal address or facsimile number, and which District accepts in writing. Delivery to Design-Build Entity's legal address or depositing in any post office or post office box regularly maintained by the United States Postal Service, in a wrapper with postage affixed, directed to Design-Build Entity at legal address, or of any drawings, notice, letter or other communication, shall be deemed legal and sufficient service thereof upon Design-Build Entity. Facsimile to Design-Build Entity's designated facsimile number of any letter, memorandum, or other communication on standard or legal sized paper, with proof of facsimile transmission, shall be deemed legal and sufficient service thereof upon Design-Build Entity.

Section 2. If agreed to by the District and Design-Build Entity, Design-Build Entity shall maintain an office at the Project Site, which office shall be headquarters of a Design-Build Entity representative authorized to transmit to and receive from District, communications, instructions or Drawings. Communications, instructions, or Drawings given to Design-Build Entity's representative or delivered at the Project Site office in representative's absence shall be deemed to have been given to Design-Build Entity.

Section 3. Design-Build Entity shall at all times be represented on Project Site by one or more superintendents, project managers or forepersons authorized and competent to receive and carry out any instructions that District may give, and shall be liable for faithful observance

of instructions delivered to Design-Build Entity or to authorized representative or representatives on Project Site.

Section 4. Supervisors, security guards, safety personnel and employees who have unescorted access to the Project Site shall possess proficiency in the English language in order to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

Section 5. Design-Build Entity shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If District notifies Design-Build Entity that any of its employees, or any of its Subcontractors' employees on Work is incompetent, unfaithful, disorderly, disruptive or profane, or fails to observe customary standards of conduct or refuses to carry out any provision of the Contract Documents, or uses threatening or abusive language to any person on Work representing District, or violates sanitary rules, or is otherwise unsatisfactory, and if District requests that such person be discharged from Work, then Design-Build Entity or its Subcontractor shall, after a meet and confer effort, immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of District.

Section 6. Design-Build Entity shall control the conduct of its employees and subcontractors so as to prevent unwarranted interaction initiated by Design-Build Entity's employees or subcontractors with individuals, (except those associated with the Project) at the District campus. Without limitation, unwarranted interaction includes whistling at or initiating conversation with passers-by. In the event that any employee or subcontractor of the Design-Build Entity initiates any unwarranted interaction, Design-Build Entity shall, either upon request of District's Representative or on its own initiative, replace said employee or subcontractor employee with another of equivalent technical skill at no cost to the District.

Section 7. There shall be no smoking outside of the construction site or within any of the District's buildings, including those buildings under construction by Design-Build Entity.

Section 8. Design-Build Entity shall take all reasonable steps necessary to ensure that any of its employees, consultants, subcontractors and suppliers, or any of its subcontractors' employees report for work in a manner fit to do their job. Such employees: (i) shall not utilize tobacco on the Project Site, and (ii) shall not be under the influence of or in possession of any alcoholic beverage or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety at the Project Site is not affected thereby). Design-Build Entity shall advise its employees of these requirements before they enter on the site and shall immediately remove from the site any employee in violation of these requirements as determined by Design-Build Entity or by District. Design-Build Entity shall impose these requirements on its subcontractors.

Section 9. Unless exempted, Design-Build Entity shall comply with the applicable requirements of Education Code sections 45125.1 and 45125.2 with respect to fingerprinting of employees who may have contact with District's pupils, and including but not limited to erecting a fence to minimize proximity to students.

Section 10. The playing of radios, televisions and other portable audio or video players on the Project Site is prohibited at all times.

Section 11. Design-Build Entity shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between District and any owner, former owner or tenant of such land, structure or buildings. Design-Build Entity may not occupy District-owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior written approval from District.

## **ARTICLE XIX PROSECUTION AND PROGRESS OF THE WORK**

Section 1. Design-Build Entity shall submit schedules and reports, Shop Drawings and Submittals in the appropriate quantity and within the required time, arrange conferences and meetings and proceed with the Work in accordance with Contract Documents and all written schedules agreed to by the parties during the course of the Work.

Section 2. Prior to receiving a Notice to Proceed with Construction, a preliminary Schedule of Submittals that shall list each required submittal and the times for submitting, reviewing and processing such submittal, shall be approved by the District, which schedule shall be based on the Design Document Submittal Standards included with the RFP.

Section 3. Within 60 Days after issuance of Notice of Award, a preliminary Schedule of Values for all the Work, including detailed breakdown of all design phases to serve as the basis for progress payments during design shall be finalized. At least 30 Days before commencing construction, Design-Build Entity shall submit an updated Schedule of Values based on an agreed upon Contract Sum including additional detail regarding construction activities to be approved by the District. The updated Schedule of Values shall include quantities and prices of items aggregating the agreed upon Contract Sum and shall subdivide into component activities in sufficient detail to serve as the basis for progress payments during construction. Each Schedule of Values shall include an appropriate amount of overhead and profit as a separate work category, a line item for Project Record Documents, and a line item for Project scheduling.

Section 4. Unless otherwise provided in the Contract Documents, at least 15 Days before submission of the first application for payment, a conference attended by Design-Build Entity, District, and others as appropriate, will be held to review for acceptability the schedules submitted and first reviewed at the Preconstruction Conference. Design-Build Entity shall have an additional seven (7) days to make corrections and adjustments and to complete and resubmit the schedules for approval by the District. Schedules shall be updated and completed as required. No progress payment shall be due or owing to Design-Build Entity until the schedules are submitted to and acceptable to District and/or Architect/Engineer as meeting the requirements of the Contract Documents. District's acceptance of Design-Build Entity's schedules will not create any duty of care or impose on District any responsibility for the sequencing, scheduling or progress of Work nor will it interfere with or relieve Design-Build Entity from Design-Build Entity's full responsibility therefor.

Section 5. Before commencing any phase of Work, Design-Build Entity shall inform District in writing as to time and place at which Design-Build Entity wishes to commence Work, and nature of Work to be done, in order that proper adjustments to District operations and notices to occupants may be made, proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to District a reasonable time in advance of time at which Design-Build Entity proposes to begin Work, so that District may complete necessary preliminary work without inconvenience or delay to Design-Build Entity.

Section 6. Design-Build Entity shall submit submittals and shop drawings to District (or Architect/Engineer if District so designates) for review in strict accordance with the Contract Documents. Submission of a Shop Drawing shall constitute Design-Build Entity's representation that all requirements have been complied with. All submittals will be identified as District may require.

Section 7. Design-Build Entity shall not perform Work that requires submission of a Shop Drawing or Sample or other submittal prior to submission and favorable review of the Shop Drawing or Sample or submittal (which shall be timely and promptly performed by the District). Where a Shop Drawing or Sample or other submittal is required by Contract Documents or the final Schedule of Submittals accepted by District, any related Work performed prior to District's approval of the pertinent submittal shall be at the sole expense, responsibility and risk of Design-Build Entity.

Section 8. District's review of shop drawings, samples and submittals shall not relieve Design-Build Entity of its responsibility for a complete design complying with the requirements of the Contract Documents; but rather, such review shall be in furtherance of District's monitoring and accepting the design as developed and issued by the Design-Build Entity, consistent with these Contract Documents. Any unreasonable delay in providing review by the District shall be grounds for an extension of Contract Time.

Section 9. Design-Build Entity shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Design-Build Entity of each class of materials, tools and appliances used by Design-Build Entity in Work, and the amount of each class of materials used in each subdivision of Work. Design-Build Entity shall provide District with monthly summaries of this information. If Design-Build Entity maintains or is capable of generating summaries or reports comparing actual Project costs with Proposal estimates or budgets, and if the actual cost comparisons become necessary (in District's sole judgment) in connection with claims or Contract Modifications, Design-Build Entity shall provide District with a copy of such report upon District's request.

Section 10. Design-Build Entity shall maintain daily job reports recording all significant activity on the job, including the number of workers on Project Site, Work activities, problems encountered and delays. Design-Build Entity shall provide District with copies for each Day Design-Build Entity works on the Project, to be delivered to District either the same Day or the following morning before starting work at the Project Site. Design-Build Entity shall

take monthly progress photographs of all areas of the Work. Design-Build Entity shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.

Section 11. District shall have the right to audit and copy Design-Build Entity's books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Project Site, including Design-Build Entity's trailer, or other job Project Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Project Site. By way of example, District shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Proposal and negotiation documents records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Design-Build Entity. District and any other applicable governmental entity shall have the right to inspect all information and documents maintained under this paragraph at any time during the Project and for a period of five years following Final Completion. This right of inspection shall not relieve Design-Build Entity of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.

Section 12. Design-Build Entity shall maintain in a safe place at the Project Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to District for reference. Upon completion of the Work, Design-Build Entity shall deliver to District, the Project Record Documents, Samples and Shop Drawings and as-built drawings.

Section 13. Unless otherwise required by District under the terms of Contract Documents, Design-Build Entity shall at all times keep on the Project Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.

Section 14. At any time during progress of Work should Design-Build Entity directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then District may require Design-Build Entity to accelerate the Work and/or furnish additional qualified workers or materials as District may consider necessary, at no cost to District. If Design-Build Entity does not comply with the notice within three Business Days of date of service thereof, District shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as District may elect. District may, at its discretion, exclude Design-Build Entity from the Project Site, or portions of the Project Site or separate work elements during the time period that District exercises this right. District will deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing

Work. District will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Design-Build Entity as if paid to Design-Build Entity. Design-Build Entity shall remain liable for resulting delay, including liquidated damages and indemnification of District from claims of others.

## **ARTICLE XX PAYMENTS AND COMPLETION**

Section 1. Work under Contract Documents, or under any Proposal Item, allowance, or alternate, shall include all labor, materials, taxes, transport, handling, storage, supervision, administration, and all other items necessary for the satisfactory completion of Work, whether or not expressly specified or indicated.

Section 2. No payment shall be made for materials or equipment not yet incorporated into the Work or Work not yet completed, except through written consent of the District.

Section 3. If requested by Design-Build Entity, progress payments will be made monthly in accordance with established Payment Schedule based on completion of certain Milestones to be agreed to by the parties.

a. Within ten Days from issuance of Notice of Award and prior to the Design-Build Entity's first Application for Payment, submit an initial breakdown of Proposal, including detailed breakdown of all design phases.

b. Design-Build Entity's overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Proposal Item) and/or other financing, as well as "general conditions costs," (e.g., Site cleanup and maintenance, temporary roads and access, off-Site access roads, temporary power and lighting, security, and the like), shall be a work category with breakdowns as determined by the District so that the sum of all the Schedule of Values line items equals Design-Build Entity's total Contract Sum, less any allowances designated by District.

c. District will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, fair market cost allocations for the Work items listed. Upon favorable review by District, District will accept this Schedule of Values for use.

d. District will reject any attempt to increase the cost of early activities, i.e., "front loading," resulting in a complete reallocation of moneys until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work for default, or refusal to process progress payments until such time as the Schedule of Values is acceptable to District.

Section 4. Design-Build Entity shall establish and maintain records of cost of the Work in accordance with generally accepted accounting practices and shall not submit any applications for payment in violation of the California False Claims Act and other applicable statutes.

a. On or before the 20th of the month, Design-Build Entity shall meet with the District's Representative and the Inspector of Record, if directed by the District, with proposed "pencil copy" of Application for Payment indicating % complete for each value. Application for Payment shall include % complete for each value as agreed in the pre-Application meeting.

b. On or before the 25th Day of each month (but after District's receipt of the updated Progress Schedule), Design-Build Entity shall submit to District one copy of an Application for Payment for the cost of the Work put in place during the period from the first Day of the previous month to the last Day of the current month, along with one copy of the District-approved updated Schedule. Such Applications for Payment shall be for the total value of activities completed or partially completed, including approved activity costs, based upon Schedule of Values prices (or Proposal item prices if unit price) of all labor and materials incorporated in the Work up until midnight of the last Day of that one month period, less the aggregate of previous payments. Accumulated retainage shall be shown as separate item in payment summary. Design-Build Entity shall submit in a form acceptable to District an itemized cost breakdown of Design-Build Entity's record of Cost of the Work together with supporting data and any certification required by District. If Design-Build Entity is late submitting its Application for Payment, that Application may be processed at any time during the succeeding one-month period.

Section 5. At the time any Application for Payment is submitted, certify in writing the accuracy of the Application and that Design-Build Entity has fulfilled all scheduling requirements, including updates and revisions, and that the Application for Payment does not include Work which has already been paid for in violation of the False Claims Act. A responsible officer of Design-Build Entity shall execute the certification.

Section 6. District shall be entitled to withhold a maximum amount of \$10,000.00 per month should Design-Build Entity not provide all contractually required, acceptable schedule update information. Before withholding any amount under this provision, District shall provide Design-Build Entity adequate and reasonable time to provide all acceptable schedule update information and/or to correct any asserted deficiencies in its supplied schedule update information.

Section 7. District will review Design-Build Entity's Application for Payment following receipt. If adjustments need to be made to percent of completion of each activity, District will make appropriate notations and return to Design-Build Entity. Design-Build Entity shall revise and resubmit. All parties shall update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.

a. Each Application for Payment may be reviewed by District and/or inspectors to determine whether the Application for Payment is proper, and shall be rejected, revised, or approved by District pursuant to the Schedule of Values prepared.

b. If it is determined that the Application for Payment is not proper and suitable for payment, District will return it to the Design-Build Entity as soon as practicable, but no later than seven (7) days after receipt, together with a document setting forth in writing the



reasons why the Application for Payment is not proper. If District determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then District may approve the other portions of the Application for Payment, and in the case of disputed items or defective Work not remedied, may withhold up to 100 percent of the disputed amount from the progress payment.

Section 8. As soon as practicable after approval of each Application for Payment for progress payments, District will pay to Design-Build Entity in manner provided by law, an amount equal to 95 percent (95%) of the amounts otherwise due as provided in the Contract Documents, or a lesser amount if so provided in Contract Documents, provided that payments may at any time be withheld if, in judgment of District, Work is not proceeding in accordance with Contract, or Design-Build Entity is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected.

Section 9. Before any progress payment or final payment is due or made, Design-Build Entity shall submit satisfactory evidence that Design-Build Entity is not delinquent in payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work (unless said delinquency is due to District's failure to timely and fully pay Design-Build Entity). This specifically includes, without limitation, conditional lien release forms for the current progress payment and unconditional release forms for past progress payments. If District is notified of impropriety of Design-Build Entity's payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into work and previously paid to Design-Build Entity, District may elect in its sole discretion to pay progress payments by joint check to Design-Build Entity and each Subcontractor having an interest in that progress payment in such amount.

Section 10. District reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of District, are not adequately and properly protected against weather and/or damage prior to or following incorporation into the Work.

Section 11. Granting of progress payment or payments by District, or receipt thereof by Design-Build Entity, shall not be understood as constituting in any sense acceptance of Work or of any portion thereof, and shall in no way lessen liability of Design-Build Entity to replace unsatisfactory work or material, though unsatisfactory character of work or material may have been apparent or detected at time payment was made.

Section 12. When District shall charge sum of money against Design-Build Entity under any provision of Contract Documents, amount of charge shall be deducted and retained by District from amount of next succeeding progress payment or from any other moneys due or that may become due Design-Build Entity under Contract. If, on completion or termination of Contract, such moneys due Design-Build Entity are found insufficient to cover District's charges against it, District shall have right to recover balance from Design-Build Entity or Sureties.

Section 13. In accordance with the Public Contract Code, substitution of securities for any moneys withheld under Contract Documents to ensure performance is permitted under following conditions:

a. At request and expense of Design-Build Entity, securities listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Design-Build Entity and District which are equivalent to the amount withheld under retention provisions of Contract shall be deposited with Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such moneys to Design-Build Entity. Upon satisfactory completion of Contract, securities shall be returned to Design-Build Entity.

b. Alternatively, Design-Build Entity may request and District shall make payment of retentions earned directly to the escrow agent at the expense of Design-Build Entity. At the expense of Design-Build Entity, Design-Build Entity may direct the investment of the payments into securities and receive the interest earned. Upon satisfactory completion of Contract Documents, Design-Build Entity shall receive from escrow agent all securities, interest, and payments received by the escrow agent from District and promptly pay to each Subcontractor the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to insure the performance of Design-Build Entity.

c. Design-Build Entity shall be beneficial owner of securities substituted for moneys withheld and shall receive any interest thereon.

d. Enter into escrow agreement as authorized under Public Contract Code specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Design-Build Entity, and termination of escrow upon completion of Contract Documents.

Section 14. As soon as practicable after all required Work is completed in accordance with Contract Documents, including punchlist, testing, training record documents and Design-Build Entity maintenance after Final Acceptance, District will pay to Design-Build Entity, in manner provided by law, unpaid balance of Contract Sum of Work (including without limitation retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.

a. Prior progress payments shall be subject to correction in the final payment. District's determination of amount due as final payment shall be final and conclusive evidence of amount of Work performed by Design-Build Entity under Contract Documents and shall be full measure of compensation to be received by Design-Build Entity.

b. Design-Build Entity and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to District's obligation to make final payment, discharging District, its officers, agents, employees, and consultants of and from liabilities, obligations, and claims arising under Contract Documents.

Section 15. Payment will be made by District, based on District's observations at the Site and the data comprising the Application for Payment. Payment will not be a representation that District has:

- a. Made exhaustive or continuous on-Site inspections to check the quality or quantity of Work;
- b. Reviewed construction means, methods, techniques, sequences, or procedures;
- c. Reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by District to substantiate Design-Build Entity's right to payment; or
- d. Made examination to ascertain how or for what purpose Design-Build Entity has used money previously paid on account of the Contract Sum.

Section 16. Upon acceptance of the Project as complete at the sole discretion of the District, a Notice of Completion shall be filed.

## **ARTICLE XXI**

### **DESIGN-BUILD ENTITY TO LOCATE UNDERGROUND FACILITIES**

Section 1. During construction, Design-Build Entity shall comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part:

“Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation.”

Section 2. At all times during construction, all operating Underground Facilities shall remain in operation, unless the Contract Documents expressly indicate otherwise. Design-Build Entity shall maintain such Underground Facilities in service where appropriate; shall repair any damage to them caused by the Work; and shall incorporate them into the Work, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Design-Build Entity shall take immediate action to restore any in service installations damaged by Design-Build Entity's operations.

## **ARTICLE XXII NO DISRUPTION TO DISTRICT OPERATIONS**

Design-Build Entity shall schedule and execute all Work in a manner that does not interfere with or disrupt District operations, including but not limited to, parking, utilities (electricity, gas, water), noise, access by students, faculty, other employees and administration, access by vendors and any other person or entity using District facilities or doing business with District. Design-Build Entity shall produce and supply coordination plans and requests to District, following District procedures, for all necessary interference of construction with District, which District will reasonably cooperate with.

## **ARTICLE XXIII DISPUTE RESOLUTION**

Section 1. If either Party possesses a claim or dispute with respect to the duties and responsibilities required under this Agreement, that Party shall give the other written notice and demand an informal conference to meet and confer for settlement of the issues in dispute. Notice shall be given within fifteen (15) calendar days of knowledge of the claim or dispute. Upon receipt of a Party's demand, the other Party shall schedule a meet and confer conference, to take place within thirty (30) calendar days, at a time and location convenient to all Parties. Senior representatives of District and Design-Build Entity, with the authority to settle on the Party's behalf, will attend the meet and confer conference, in good faith, in an attempt to resolve any controversy or claim between the Parties. Attendance at this conference shall be a condition precedent to the initiation of mediation or a civil action.

Section 2. If the dispute remains unresolved after such meet and confer conference, either Party may seek resolution through referral to non-binding mediation. The mutually agreed to mediator must have a minimum of five (5) years' experience in the delivery of public construction projects (value of \$10 million or more).

Section 3. If the dispute remains unresolved following non-binding mediation, then before seeking judicial resolution of the dispute in an appropriate court of the State of California, Construction Manager must comply with Government Code section 900 *et seq.*

Section 4. In the event of a dispute between the Parties as to performance of the Work or the interpretation of the project documents, including this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute as expeditiously as possible and in accordance with this Article XVI. Pending resolution of any dispute, Construction Manager agrees to continue the work diligently to completion as if no dispute existed.

## **ARTICLE XXIV LEGAL AND INDEMNIFICATION**

Section 1. Design-Build Entity shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall, to the greatest extent

permitted by law, protect and indemnify District and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Design-Build Entity or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.

Section 2. Design-Build Entity shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable), pay all charges and fees, including fees for street opening permits, comply with, implement and acknowledge effectiveness of all permits, initiate and cooperate in securing all required notifications or approvals therefore, and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. District will pay applicable building permits, school, sanitation and water fees, except as otherwise provided in the Contract Documents. If, under federal excise tax law, any transaction hereunder constitutes a sale on which a federal excise tax is imposed, and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purpose of such exemption, and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in any Proposal price. Design-Build Entity shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Design-Build Entity shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where District may have already obtained permits for the Work.

Section 3. Except to the extent caused by their sole negligence, willful misconduct or active negligence, District and each of its officers, employees, consultants and agents including, but not limited to the Board, Bridging Architect, and each District Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever, attributable to performance or character of the Work, and Design-Build Entity releases all of the foregoing persons and entities from any and all such claims.

Section 4. Subject to the provisions of Civil Code Section 2782.8, the Design-Build Entity agrees to and does hereby indemnify, hold harmless and defend District and its officers, agents and employees, including but not limited to the Board, Bridging Architect, and each District representative, from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, to the extent incurred by reason of:

a. Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Design-Build Entity or any person, firm or corporation employed by the Design-Build Entity, either directly or by independent contract, upon or in connection with the SERVICES called for in this Agreement, however caused, except to the extent liability for damages referred to above result from the negligence or willful misconduct of the District or its

officers, employees or agents or of other third parties for which the Design-Build Entity is not legally liable.

b. Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property caused by any negligent act, default, or omission of the Design-Build Entity, or any person, firm or corporation employed by the Design-Build Entity, either directly or by independent contract, arising out of, or connected with, the SERVICES covered by this Agreement, whether said injury or damage occurs either on or off District's property, except to the extent liability for damages results from the negligence or willful misconduct of the District or its officers, employees or agents or of other third parties for which the Design-Build Entity is not legally liable. The duty to indemnify, hold harmless and defend the District shall also extend to claims arising solely from the professional negligence, errors or omissions of Design-Build Entity. In all other cases Design-Build Entity's obligation to indemnify for claims based upon professional negligence, errors or omissions, does not include the obligation to defend actions or proceedings brought against Indemnified Parties, but rather to reimburse the Indemnified Parties as damages attorney's fees and legal costs incurred by Indemnified Parties in defending such actions or proceedings brought against Indemnified Parties to the extent caused by Design-Build Entity; but not for any loss, injury, death or damage caused by the negligence or willful misconduct of Indemnified Parties or of other third parties for which Design-Build Entity is not legally liable, or for defects in design supplied by District. Design-Build Entity may satisfy its defense obligation to Owner at the time of any judgment or settlement.

c. Any liability for damages, which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

#### Section 5. .

Section 6. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Design-Build Entity, its Subcontractors of any tier, or the officers or agents of any of them.

Section 7. To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782 and, if and to the extent applicable, Civil Code Section 2782.8, the indemnification provisions, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(is) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Design-Build Entity fails to perform any of these defense or indemnity obligations, District may in its discretion back charge Design-Build Entity for District's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.

Section 8. The indemnification provisions of this Contract as reflected in the Contract Documents shall not apply to any indemnified party to the extent of its active

negligence or willful misconduct; nor shall they apply to District or other indemnified party to the extent of its active negligence.

## **ARTICLE XXV SUSPENSION OF WORK AND TERMINATION**

Section 1. District may, without cause, order Design-Build Entity in writing to suspend, delay or interrupt Work in whole or in part for such period of time as District may determine. An adjustment shall be made for increases in cost or timing of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures agreed to by the Parties. No adjustment shall be made to extent that:

- a. Performance is, was or would have been so suspended, delayed or interrupted by another cause for which Design-Build Entity is responsible; or
- b. An equitable adjustment is made or denied under any other provision of Contract Documents; or
- c. The suspension of Work was the direct or indirect result of Design-Build Entity's failure to perform any of its obligations hereunder.
- d. District was not able to secure funding for the completion of the Project.

Section 2. Termination Of Contract For Cause. District may declare Design-Build Entity in default of Contract Documents and District may terminate Design-Build Entity's right to proceed under the Contract Documents for cause:

- a. Should Design-Build Entity make an assignment for the benefit of creditors; admit in writing its inability to pay its debts as they become due; file a voluntary petition in bankruptcy; be adjudged a bankrupt or insolvent; be the subject of an involuntary petition in bankruptcy which is not dismissed within 60 Days; file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation; file any answer admitting or not contesting the material allegations of a petition filed against Design-Build Entity in any such proceeding; or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Design-Build Entity or of all or any substantial part of its properties or if Design-Build Entity, its directors or shareholders, take action to dissolve or liquidate Design-Build Entity; or
- b. Should Design-Build Entity commit a material breach of the Contract Documents. If District declares Design-Build Entity in default due to material breach, however, District must allow Design-Build Entity an opportunity to cure such breach within ten Days of the date of notice from District to Design-Build Entity providing notice of the default; or, if such breach is curable but not curable within such ten-Day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Design-Build Entity to avail itself of a time period in excess of ten Days, Design-Build Entity must provide District within the ten-Day period with a written plan ("cure plan") acceptable to District to cure said breach which includes, for example, evidence of necessary resources, actual Subcontractor commitments,

actual labor commitments, schedules and recovery schedules meeting Contract Document requirements and showing a realistic and achievable plan to cure the breach. Design-Build Entity must then diligently commence and continue such cure according to the written cure plan); or

c. Should Design-Build Entity violate or allow (by a Subcontractor or other person or entity for which Design-Build Entity is responsible) a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency applicable to the Project or Work and does not cure (or cause to be cured) such violation within ten Days of the date of the notice from District to Design-Build Entity demanding such cure; or, if such violation is curable but not curable within such ten-Day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Design-Build Entity to avail itself of a time period in excess of ten Days, Design-Build Entity shall provide District within the ten-Day period with a written plan to cure said violation acceptable to District, and then diligently commence and continue performance of such cure according to the written plan.)

d. If District at any time reasonably believes that Design-Build Entity is or may be in material default under the Contract Documents as provided above, then District may in its sole discretion notify Design-Build Entity of this fact and request written assurances from Design-Build Entity of performance of Contract Documents and a written plan from Design-Build Entity to remedy any default under the terms of Contract Documents which District may advise Design-Build Entity of in writing. Design-Build Entity shall, within 10 Days of District's request, deliver a written cure plan which meets the requirements of the written cure plan as defined above. Failure of Design-Build Entity to provide such written assurances of performance and the required written cure plan within ten Days of request will constitute a material breach of Contract Documents sufficient to justify termination for cause.

e. In event of termination for cause, District will immediately serve written notice thereof upon Surety and Design-Build Entity. Surety shall have the rights and obligations set forth in the Construction Performance Bond. Subject to the Surety's rights under the Performance Bond (which rights are waived upon a default thereunder), District may take over the Work and prosecute it to completion by contract or by any other methods it may deem advisable.

f. In the event of termination by District for cause District will compensate Design-Build Entity for the value of the Work delivered to District upon termination as determined in accordance with the Contract Documents, subject to all rights of offset and back charges, and provided that Design-Build Entity provides District with updated as-builts and Project Record Documents showing the Work performed up to the date of termination. However, District will not compensate Design-Build Entity for its costs in terminating the Work or any cancellation charges owed to third parties.

(i) Design-Build Entity shall deliver to District possession of the Work in its then condition including, but not limited to, all designs, architectural and engineering, Project records, Project Record Documents, cost data of all types, Bridging Documents and contracts with vendors and Subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at



the end of the construction period. Design-Build Entity shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. Design-Build Entity shall not be liable for any modification or change to any work, materials, or equipment occurring subsequent to such termination. The provisions of this subparagraph shall not be interpreted to diminish any right which District may have to claim and recover damages for any breach of Contract Documents or otherwise, but rather, Design-Build Entity shall compensate District for all loss, cost, damage, expense, and/or liability suffered by District as a result of such termination and failure to comply with Contract Documents.

(ii) District's rights under this subparagraph shall be specifically enforceable to the greatest extent permitted by law. District shall, to the extent applicable, have all other rights and remedies set forth in any Proposing Document.

g. District may terminate portions or parts of the Work for cause, provided these portions or parts (1) have separate geographic areas from parts or portions of the Work not terminated or (2) are limited to the work of one or more specific trades or Subcontractors.

h. In the event a termination for cause is later determined to have been made wrongfully or without cause, then Design-Build Entity shall have no greater rights than if a termination for convenience had been effected (to include, as appropriate, the recovery rights specified therefore). Any Design-Build Entity claim arising out of a termination for cause, however, shall be made in accordance with the Contract Documents. No other loss cost, damage, expense or liability may be claimed, requested or recovered by Design-Build Entity.

Section 3. Termination Of Contract For Convenience. District may terminate for convenience performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever District shall determine that termination is in District's best interest. Termination for convenience may only be effected by District delivering to Design-Build Entity written "Notice of Termination for Convenience" specifying the extent to which performance of the Work under the Contract Documents is terminated and the effective date of the termination. After receiving a notice of termination for convenience under this subparagraph, and except as otherwise directed by District, Design-Build Entity shall:

a. Stop Work under the Contract Documents on date and to extent specified in notice of termination for convenience;

b. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete portion of Work under the Contract Documents which is not terminated;

c. Terminate all orders and subcontracts to extent that they relate to performance of Work terminated by the notice of termination;

d. Assign to District in manner, at times, and to extent directed by District, all right, title, and interest of Design-Build Entity under orders and subcontracts so terminated. District shall have the right, in its sole discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;

e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of District to extent District may require. District's approval or ratification shall be final for purposes of this subparagraph;

f. Transfer title to District, and deliver in the manner, at the times, and to the extent, if any, directed by District, all fabricated or un-fabricated parts, Work in process, completed Work, supplies, and all other material produced as part of, or acquired in connection with performance of, Work terminated by the notice of termination, and completed or partially completed drawings, drawings, specifications, information, and other property which, if the Project had been completed, would have been required to be furnished to District;

g. Use its best efforts to sell, in manner, at times, to extent, and at price or prices that District directs or authorizes, any property of types referred to in subparagraph, but Design-Build Entity shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at price or prices approved by District. Proceeds of transfer or disposition shall be applied to reduce payments to be made by District to Design-Build Entity under the Contract Documents or shall otherwise be credited to the price or cost of Work covered by Contract Documents or paid in such other manner as District may direct;

h. Complete performance of the part of the Work which was not terminated by the notice of termination; and

i. Take such action as may be necessary, or as District may direct, to protect and preserve all property related to Contract Documents which is in Design-Build Entity's possession and in which District has or may acquire interest.

Section 4. After receipt of a notice of termination for convenience, Design-Build Entity shall submit to District its termination for convenience claim. Design-Build Entity's termination claim shall be submitted promptly, but in no event later than 6 months from effective date of the termination. Design-Build Entity and District may agree upon the whole or part of the amount or amounts to be paid to Design-Build Entity because of a total or partial termination of Work for convenience. If Design-Build Entity and District fail to agree on the whole amount to be paid to Design-Build Entity because of the termination of the Work under this subparagraph, District's total liability to Design-Build Entity by reason of the termination shall not exceed the total (without duplication of any items) of:

a. The reasonable cost to Design-Build Entity, without profit, for all Work performed prior to the effective date of the termination, including Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values derived from the progress schedule and the schedule of values. Deductions shall be made for cost of materials to be retained by Design-Build Entity, cost of Work defectively performed, amounts realized by sale of materials, and for other appropriate credits against cost of Work. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead not to exceed a total of ten percent of direct costs of such Work. When, in District's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated

reasonable cost of performing the Work in compliance with requirements of Contract Documents and excessive actual cost shall be disallowed.

b. A reasonable allowance for profit on actual and allowable cost of Work performed as determined under this subparagraph, provided that Design-Build Entity establishes to District's satisfaction that Design-Build Entity would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed 5 percent of cost.

c. Reasonable costs to Design-Build Entity of handling material returned to vendors, delivered to District or otherwise disposed of as directed by District.

d. A reasonable allowance for Design-Build Entity's internal administrative costs in preparing termination claim.

e. Except as provided in this subparagraph, District shall not be liable for costs incurred by Design-Build Entity or Subcontractors after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, post-termination general administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting Design-Build Entity's Proposal, attorney's fees of any type, and all costs relating to prosecution of claim or lawsuit.

f. District shall have no obligation to pay Design-Build Entity under this subparagraph unless and until Design-Build Entity provides District with updated and acceptable as-builts and Project Record Documents for Work completed prior to termination.

g. In arriving at the amount due Design-Build Entity under this clause, there shall be deducted in whole (or in the appropriate part[s] if the termination is partial):

(i) All unliquidated advances or other payments on account previously made to Design-Build Entity, including without limitation all payments applicable to the terminated portion of Contract Documents;

(ii) Any claim which District may have against Design-Build Entity in connection with Contract Documents; and

(iii) The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Design-Build Entity or sold under provisions of this subparagraph, and not otherwise recovered by or credited to District.

Section 5. In event of termination, Design-Build Entity hereby assigns to District each Subcontract for a portion of the Work (including Services), provided that:

a. The assignment is effective only after District's termination of Design-Build Entity's right to proceed under the Contract Documents.

b. The Assignment is effective only for the Subcontracts which District expressly accepts by notifying the Subcontractor in writing.

c. The assignment is subject to the prior rights, if any, of the Surety, where the Surety exercises its rights to complete the Contract;

d. After the effectiveness of an assignment, Design-Build Entity shall, at its sole cost and expense, sign all instruments and take all actions reasonably requested by District to evidence and confirm the effectiveness of the assignment in District; and

e. Nothing in this subparagraph shall modify or limit any of Design-Build Entity's obligations to District arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

## **ARTICLE XXVI PATENTS**

Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Proposal price for doing the Work. To the greatest extent permitted by law, Design-Build Entity shall defend, indemnify and hold harmless District and each of its officers, employees, consultants and agents, including, but not limited to, the Board, Architect/Engineer and each District representative, from all damages, claims for damages, costs or expenses in law or equity, including attorneys' fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, royalties, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Design-Build Entity agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

## **ARTICLE XXVII SUBSTITUTION FOR PATENTED AND SPECIFIED ARTICLES**

Except as noted specifically in Bridging Documents, whenever in Bridging Documents, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words "or equal." Design-Build Entity may offer any substitute material or process that Design-Build Entity considers equal in every respect to that so designated and if material or process offered by Design-Build Entity is, in opinion of District, equal in every respect to that so designated, its use will be approved. A substitution will be approved only if it is a true "equal" item in every aspect of its design and quality, including but not limited to its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design. The foregoing limited right to an "or equal" substitution shall not apply to any material or process which is designated in the approved Drawings and Specifications by patent or proprietary name or by name of manufacturer. Additionally, any substitution under this paragraph may require DSA approval.

## **ARTICLE XXVIII INTEREST OF PUBLIC OFFICERS**

No representative, officer, or employee of District, no member of the governing body of the locality in which the Project is situated, no member of the locality in which District was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

## **ARTICLE XXIX OWNERSHIP OF DOCUMENTS**

The architectural and/or engineering analysis, Bridging Documents for the Project, including without limitation Bridging Documents, Design Development Documents and Construction Documents, that are prepared pursuant to the Contract Documents are and shall remain the property of District. Design-Build Entity hereby does and shall cause all Subcontractors and others who prepared such design documents for the Project to transfer, convey, and assign to District all rights throughout the world in the nature of copyright and trademark in and to all versions of such design documents, including but not limited to the Contract Documents, but only to the extent such materials apply to District and/or to the Project. District shall have the right to distribute, copy or to cause the distribution and copying of such Bridging Documents to third parties as may reasonably be necessary in connection with the Project.

Any and all artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any original works of authorship created by Design-Build Entity or its Subcontractors or designers in connection with services performed under this Contract shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of District. In the event that it is ever determined that any works created by Design-Build Entity or its Subcontractors or designers under this Contract are not works for hire under U.S. law, Design-Build Entity hereby assigns all copyrights to such works to District. With the prior written approval of District, Design-Build Entity may retain and use copies of such works for reference and as documentation of its experience and capabilities.

## **ARTICLE XXX MODIFICATIONS OF CONTRACT DOCUMENTS**

Section 1. As provided in the California Code of Regulations, no modification or deviation from the DSA approved Drawings and Specifications will be permitted except by written addenda, written Change Order or written Supplemental Instruction. Design-Build Entity shall aggressively plan and schedule its work, and coordinate with District and DSA, schedule RFI's and work inspections and progress, to avoid any delays or disruptions to the Work resulting from DSA requirements.

Section 2. District may, without notice to the sureties, make alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; expand, contract or otherwise change the Contract Sum and Time; delete any item or portion of the Work; and require extra Work. Design-Build Entity shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. In the case of any ordered extra Work, District reserves the right to furnish all or portions of associated labor, material, and equipment, which Design-Build Entity shall accept and use without payment for costs, markup, profit, or otherwise for such District-furnished labor, materials, and equipment.

Section 3. District may make changes to the Work during the course of construction to bring the Work into compliance with environmental requirements or standards established by state and federal statutes and regulations enacted after the Contract has been awarded. Design-Build Entity shall be compensated for changes affecting the Contract Time or Contract Sum of the Work.

Section 4. If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the Work, the price fixed in the Contract Documents shall be increased or decreased by the amount that Design-Build Entity and District may agree upon as a reasonable and proper allowance for the cost increase or decrease. If an agreement cannot be reached, then District will reach a determination, which shall be final, subject to Design-Build Entity's rights to file a claim.

Section 5. Design-Build Entity shall, upon District's request, permit inspection of the original unaltered Proposal estimate, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with its cost proposal or claims arising from changes in the Work.

Section 6. Changes in the Work made pursuant to this Article and extensions of Contract Time necessary by reason thereof shall not in any way release the guaranties and warranties given by Design-Build Entity pursuant to provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties of bonds executed pursuant to said provisions. The Sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the Work and to any extension of time made by reason thereof.

Section 7. If Design-Build Entity requests compensation for delay to the construction, then Design-Build Entity shall prove and document actual costs plus markup per the cost categories and procedures in order to request, claim or prove compensation for delay.

Section 8. Contract Time may only be changed by Change Order or by Contract Modification, and all time limits stated in the Contract Documents are of the essence of Contract Documents. Contract Time will be adjusted in an amount equal to the time lost due to:

- a. Changes in the Work ordered by District;
- b. Negligence by a contractor or other third party not under the control of the Design Build Entity,

c. Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise set forth in this subparagraph, earthquakes, civil or labor disturbances, strikes or acts of God, provided damages resulting therefrom are not the result of Design-Build Entity's failure to protect the Work as required by Contract Documents.

Section 9. Contract Time shall not be extended for any cause identified immediately above, however, unless:

a. Design-Build Entity actually has been prevented from completing any part of the Work within the Contract Time due to delay that is beyond Design-Build Entity's control and due to reasons for which Design-Build Entity is not responsible (delays attributable to and within the control of a Subcontractor, or its subcontractors, or supplier shall be deemed to be delays within the control of Design-Build Entity);

b. A claim for delay is made as provided herein; and

c. Design-Build Entity submits a Time Impact Evaluation that demonstrates actual delay to critical Work activities that actually delay the progress of the Work in the amount of time requested.

Section 10. Within seven Days of the beginning of any delay, Design-Build Entity shall notify District in writing, by submitting a notice of delay, describing all anticipated delays resulting from the delay event in question. Any request for extension of time shall include a written schedule document that demonstrates delay to the critical path using a Time Impact Evaluation. District will determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this subparagraph.

Section 11. Where Design-Build Entity is prevented from completing any part of the Work within the Contract Time due to delay beyond the control of both District and Design-Build Entity (including, but not limited to, adverse weather conditions exceeding Contract Documents parameters, earthquakes, Acts of God, epidemics, and acts of other contractors or utilities) an extension of Contract Time, in an amount equal to the time lost due to such delay (without compensation) shall be Design-Build Entity's sole and exclusive remedy for such delays.

Section 12. Design-Build Entity shall take reasonable steps to mitigate potential weather delays, such as dewatering the Project Site, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for District to not grant a time extension due to adverse weather, where Design-Build Entity could have avoided or mitigated the potential delay by exercising reasonable care.

Section 13. The maximum rain days per month are to be included in the Contractor's Project Schedule. The listed monthly allowances are work days and will be allocated in accordance with the procedures in this Article upon agreement between the Contractor and the Construction Manager at the end of each month according to each party's daily log. "Left over rain days" (i.e. "maximum rain days per the month" less "actual rain days in the same month") in

any given month shall not be carried over to any other month but shall become float days at the end of the Project Schedule.

### **ARTICLE XXXI LIQUIDATED DAMAGES**

Time is of the essence in the performance of the Work. Execution of Contract Documents by Design-Build Entity shall constitute acknowledgement by Design-Build Entity that Design-Build Entity understands, has ascertained and agrees that District will actually sustain damages in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion or extensions of time allowed pursuant to provisions hereof. Design-Build Entity and District agree that specified measures of liquidated damages shall be presumed to be the damages actually sustained by District as defined below, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

Liquidated damages shall be considered not as a penalty but as agreed monetary damage sustained by District for increased Project administration expenses, including extra inspection, construction management and architectural and engineering expenses related to the Project and Contract Documents because Design-Build Entity failed to perform and complete Work within time fixed for completion or extensions of time allowed pursuant to provisions hereof. Liquidated damages shall not be deemed to include within their scope additional damages or administrative costs arising from Defective Work, cost of completion of the Work, claims and fines of regulatory agencies, damages suffered by others or other forms of liability claimed against District as a result of delay (e.g., delay or delay related claims of other contractors, subcontractors or tenants), and defense costs thereof.

District may deduct from any money due or to become due to Design-Build Entity subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages. Should Design-Build Entity fall behind the approved Progress Schedule in circumstances where it is substantially likely that District will be entitled to assess liquidated damages, District may deduct liquidated damages based on its estimated period of late completion. District need not wait until Final Completion to withhold liquidated damages from Design-Build Entity's progress payments. Should money due or to become due to Design-Build Entity be insufficient to cover aggregate liquidated damages due, then Design-Build Entity forthwith shall pay the remainder of the assessed liquidated damages to District.

### **ARTICLE XXXII DIFFERING SITE CONDITIONS**

Section 1. In the event that Design-Build Entity encounters underground conditions that exceed the scope of the Work, then Design-Build Entity shall promptly give District written notice of the condition, and shall give such notice before the conditions are disturbed, to include: (1) material that the Design-Build Entity believes may be material that is hazardous waste, (2) subsurface or latent physical conditions at the Project Site differing from those indicated by information about the Project Site made available to Design-Build Entities prior to the deadline



for submitting Proposals, that Design-Build Entity did not and could not have known about by performing its required pre-Proposal investigations; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for the contract, that Design-Build Entity did not and could not have known about by performing its required pre-Proposal investigations.

Section 2. District shall promptly investigate the conditions, and if it finds that (i) the conditions do materially so differ in a manner Design-Build Entity did not anticipate and could not have anticipated, or do involve hazardous waste outside the scope of the Work, and (ii) cause a decrease or increase in the Design-Build Entity's cost of, or the time required for, performance of any part of the Work, then (iii) District shall initiate a change order under the procedures described in the Contract, including but not limited to, issuing either a Request for Proposal or a Construction Change Directive under the procedures described in the Contract Documents.

Section 3. If District determines that physical conditions at the Project Site are not Latent or are not materially different from those indicated in Contract Documents or do not involve hazardous waste, or that Design-Build Entity should have anticipated the same through its required pre-Proposal investigations, or for any other reason that that no change in terms of the Contract Documents is justified, District will so notify Design-Build Entity in writing, stating reasons.

Section 4. In the event that a dispute arises between District the Design-Build Entity whether the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in the Design-Build Entity's cost of, or the time required for, performance of any part of the Work, the Design-Build Entity shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Design-Build Entity shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between contracting parties.

Section 5. Design-Build Entity shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials, claimed Latent or materially different Project Site conditions (whether above or below grade) if:

a. Design-Build Entity knew of the existence of such conditions at the time Design-Build Entity submitted its Proposal; provided, that this requirement shall not apply if the condition results from the District's failure to timely address a known condition which is expressly outside the scope of Design-Build Entity's Work;

b. Design-Build Entity should have known of the existence of such conditions at the time Design-Build Entity submitted its Proposal, or should have learned of such conditions and mitigated their impact, as a result of having complied with the requirements of Contract Documents;

### **ARTICLE XXXIII WORKING CONDITIONS**

Section 1. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Design-Build Entity shall furnish toilets for use of Design-Build Entity's and Subcontractors' employees on the Project Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to District's approval.

Section 2. Design-Build Entity shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by District, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Design-Build Entity shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to the owner or occupant thereof resulting from the performance of Work.

Section 3. During the progress of the Work, Design-Build Entity shall keep the Project Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Design-Build Entity shall remove all waste materials, rubbish and debris from and about the Project Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Design-Build Entity shall leave the premises clean and ready for occupancy by District at Substantial Completion of Work. Design-Build Entity shall restore to original condition all property not designated for alteration by Contract Documents.

Section 4. Design-Build Entity shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Design-Build Entity subject any part of Work or adjacent property to stresses or pressures that will endanger it. Design-Build Entity shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

Section 5. Design-Build Entity shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Work. Design-Build Entity shall comply with all safety requirements specified in any safety program established by District, or required by state, federal or local laws and ordinances. Design-Build Entity shall be responsible for all damage to Work, property or structures, all injuries to persons, and all damage and interruptions to District's operations, arising from the performance of Work of the Contract Documents. Except as otherwise expressly approved by District in writing, Design-Build Entity shall at all times perform all Work in a manner which does not interrupt, damage or otherwise adversely impact any facilities, operations, or real or personal property of District, its officers, employees, agents, invitees, licensees, lessees or contractors.

Section 6. Design-Build Entity shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Design-Build Entity shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

Section 7. Design-Build Entity shall remedy all damage, injury, loss or interruption to any property or operations of District or contiguous property owners, caused, directly or indirectly, in whole or in part, by Design-Build Entity, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Design-Build Entity's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. District and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Design-Build Entity's Work. Design-Build Entity shall give all notices required by potentially responsible insurance carriers and require that its Subcontractors and suppliers do the same.

Section 8. Design-Build Entity shall designate a qualified and experienced safety representative at the Project Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

Section 9. District may, at its option, retain such moneys due under the Contract Documents as District deems necessary until District receives satisfactory evidence that any and all suits or claims against Design-Build Entity for injury to persons, property or operations are either settled, or adequately provided for (such as by insurance or otherwise).

Section 10. Design-Build Entity shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Project Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and District's safety regulations as amended from time to time. Design-Build Entity shall comply with all District directions regarding protective clothing and gear.

Section 11. Design-Build Entity shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Project Site. Design-Build Entity shall notify District, in writing, of the existence of hazardous conditions, property or equipment at the Project Site that are not under Design-Build Entity's control. Design-Build Entity shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Design-Build Entity, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard. Design-Build Entity shall provide protective clothing and gear to all visitors to the Project Site.

Section 12. Design-Build Entity shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning any interference and only with District's prior concurrence, Design-Build Entity may provide detour or temporary bridge for traffic to pass around or over the interference, which Design-Build

Entity shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Design-Build Entity shall bear the cost of these temporary facilities.

#### **ARTICLE XXXIV NONDISCRIMINATION**

Design-Build Entity shall not discriminate in the employment of persons upon public works because of a persons' actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, or sexual orientation.

#### **ARTICLE XXXV PREVAILING WAGES**

a. The Design-Build Entity and District agree to abide by Article V of the Agreement for prevailing rates of wages and labor compliance monitoring.

#### **ARTICLE XXXVI ADDITIONAL REQUIREMENTS**

Section 1. Design-Build entity shall perform the Work in accordance with all applicable laws and regulations.

Section 2. Design-Build entity shall complete all Work in under a qualified safety program and shall have adopted industry accepted quality control procedures.

Section 3. Design-Build Entity shall complete all Work in accordance with applicable environmental requirements, including preparation, submission and implementation of a Storm Water Pollution Prevention Plan (SWPPP) throughout the construction period.

Section 4. Design-Build Entity shall furnish, install, maintain, and operate all construction aids required by it and its Subcontractors in the performance of the Work, except as otherwise provided herein. Such construction aids shall include elevators and hoists, cranes, temporary enclosures, swing staging, scaffolding and temporary stairs.

Section 5. Design-Build Entity shall prevent soil erosion on the Site and adjacent property resulting from its construction activities to the maximum extent practical, including implementation of Best Management practices. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operations that will disturb the natural protection. Work shall be scheduled to expose areas subject to erosion for the shortest possible time, and natural vegetation shall be preserved to the greatest extent practicable. Temporary storage and construction buildings shall be located, and construction traffic routed, to minimize erosion. Temporary fast-growing vegetation or other suitable ground cover shall be provided as necessary to control runoff.

Section 6. Design-Build Entity shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours.

Section 7. Design-Build Entity shall coordinate with District's Representative all traffic associated with the construction, including without limitation delivery and mail trucks, in order to minimize disruption to District operations.

Section 8. Design-Build Entity shall perform periodic cleaning to ensure that any streets and other District and public properties are maintained free from accumulation of waste materials, dust, mud, and debris. Design-Build Entity shall execute final cleaning prior to final inspection, using only properly skilled workers.

END OF DOCUMENT

# **PROJECT MANUAL**

**PROJECT NUMBER: #\_\_\_\_\_**

**ALBANY HIGH SCHOOL PROJECT**

**AT**

**ALBANY HIGH SCHOOL**

**ALBANY UNIFIED SCHOOL DISTRICT**

**\_\_\_\_\_, 2018**

**END OF DOCUMENT**

## DOCUMENT 00010

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	00030	List of Drawings, Tables and Schedules
	00040	Geotechnical Data
	00050	Existing Conditions

**CONTRACT DOCUMENTS****Bid Documents**

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00100	Notice to Bidders
	00150	Bid Bond
	00160	Designated Subcontractors List

**BIDDER'S CERTIFICATIONS AND AFFIDAVITS**

00310	Site-Visit Certification
00330	Noncollusion Affidavit

**Contract Forms**

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00510	Notice of Award
	00520	Notice to Proceed
	00540	Escrow of Bid Documentation
	00550	Escrow Agreement for Security Deposits in Lieu of Retention
	00610	Performance Bond
	00620	Payment Bond (Contractor's Labor and Material Bond)
	00710	Special Conditions
	00805	Labor Compliance Program Information and Forms
	00810	Hazardous Materials Procedures and Requirements
	00880	Agreement and Release of Any and All Claims
	00890	Guarantee Form

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
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### **CONTRACTOR'S CERTIFICATIONS**

00905	Worker's Compensation Certification
00910	Prevailing Wage and Related Labor Requirements Certification
00912	Disabled Veteran's Business Enterprise Participation Certification
00915	Drug-Free Workplace Certification
00925	Hazardous Materials Certification
00930	Lead-Based Paint Certification
00935	Imported Materials Certification
00940	Criminal Background Investigation/Fingerprinting Certification

### **Specifications**

#### **GENERAL REQUIREMENTS**

<u>Division 1</u>	<u>Section</u>	<u>Title</u>
	01010	Summary of Work
	01025	Changes in the Work
	01027	Application for Payment
	01030	Alternates and Unit Pricing
	01045	Cutting and Patching
	01050	Field Engineering
	01060	Regulatory Requirements
	01065	Site Standards
	01070	Abbreviations
	01090	General Definitions and References
	01120	Alteration Project Procedure
	01200	Project Meetings
	01300	Submittals
	01400	Quality Control
	01500	Construction Facilities and Temporary Controls
	01600	Materials and Equipment
	01610	Delivery, Storage and Handling
	01630	Product Options and Substitutions
	01700	Contract Closeout
	01710	Record Documents
	01730	Operation and Maintenance Data
	01740	Warranties

END OF DOCUMENT



## SECTION 00030

**LIST OF DRAWINGS, TABLES AND SCHEDULES**

## DRAWINGS

<u>Sheet number</u>	<u>File number</u>	<u>Description</u>
---------------------	--------------------	--------------------

## TABLES

## SCHEDULES

END OF DOCUMENT

## DOCUMENT 00040

**GEOTECHNICAL DATA****1. Summary**

This document describes geotechnical data at or near the Project that is in the District's possession available for Contractor's review, and use of data resulting from various investigations. **See General Conditions for definition(s) of terms used herein.**

**2. Geotechnical Reports**

- a. Geotechnical reports may have been prepared for and around the Site by soil investigation engineers hired by \_\_\_\_\_ School District ("District"), and its consultants, contractors, and tenants.
- b. Geotechnical reports may be inspected at the District offices, and copies may be obtained at cost of reproduction and handling upon Respondent's agreement to pay for such copies. These reports are **not** part of the Contract Documents.
- c. The reports and drawings of physical conditions that may relate to the Project are the following:

**[LIST ALL GEOTECHNICAL REPORTS HERE]**

**3. Use of Data**

- a. Geotechnical data were obtained only for use of District and its consultants, contractors, and tenants for planning and design and are **not** a part of Contract Documents.
- b. Except as expressly set forth below, District does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical data. Respondent represents and agrees that in submitting a Response it is not relying on any geotechnical data supplied by District, except as specifically allowed below.
- c. Under no circumstances shall District be deemed to make a warranty or representation of existing above ground conditions, as-built conditions, or other actual conditions verifiable by independent investigation. These conditions are verifiable by Contractor by the performance of its own independent investigation that Contractor should perform as a condition to bidding and Contractor must not and shall not rely on information supplied by District.

#### **4. Limited Reliance Permitted on Certain Information**

- a. Reference is made herein for identification of:

Reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by District in preparation of the Contract Documents.

Drawings of physical conditions in or relating to existing subsurface structures (except underground facilities) that are at or contiguous to the Site and have been utilized by District in preparation of the Contract Documents.

- b. Respondent may rely upon the general accuracy of the "technical data" contained in the reports and drawings identified above, but only insofar as it relates to subsurface conditions, provided Respondent has conducted the independent investigation required pursuant to Instructions to Respondents, and discrepancies are not apparent. The term "technical data" in the referenced reports and drawings shall be limited as follows:

- (1) The term "technical data" shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment or structures, that were encountered during subsurface exploration. The term "technical data" does not include, and Respondent may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.
- (2) The term "technical data" shall not include the location of underground facilities.
- (3) Respondent may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Respondent may rely upon the general accuracy of the "technical data" contained in such reports or drawings.
- (4) Respondent is solely responsible for any interpretation or conclusion drawn from any "technical data" or any other data, interpretations, opinions, or information provided in the identified reports and drawings.

#### **5. Investigations/Site Examinations**

- a. Before submitting a Response, each Respondent should be responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or

otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Respondent and safety precautions and programs incident thereto or that Respondent deems necessary to determine its Response for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.

- b. On request, District will provide each Respondent access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Respondent deems necessary for submission of a Bid. Respondents must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice to Respondents and only under the provisions of the Contract Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work.

END OF DOCUMENT

## DOCUMENT 00050

**EXISTING CONDITIONS****1. Summary**

This document describes existing conditions at or near the Project, and use of information available regarding existing conditions. See General Conditions for definition(s) of terms used herein.

**2. Reports and Information on Existing Conditions**

- A. Documents providing a general description of the Site and conditions of the Work may have been collected by Albany Unified School District ("District"), its consultants, contractors, and tenants. These documents may include previous contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding underground facilities.
- B. Information regarding existing conditions may be inspected at District offices, and copies may be obtained at cost of reproduction and handling upon Respondent's agreement to pay for such copies. These reports, documents, and other information are **not** part of the Contract Documents.
- C. Information regarding existing conditions may also be included in the Project Manual, but shall **not** be considered part of the Contract Documents.
- D. The reports and other data or information regarding existing conditions and underground facilities at or contiguous to the Project are the following:
  - (1) Original Construction Drawings.
  - (2) Survey of Site.

**3. Use of Information**

- A. Information regarding existing conditions was obtained only for use of District and its consultants, contractors, and tenants for planning and design and is **not** part of the Contract Documents.
- B. District does not warrant, and makes no representation regarding, the accuracy or thoroughness of any information regarding existing conditions. Respondent represents and agrees that in submitting a bid it is not relying on any information regarding existing conditions supplied by District.
- C. Under no circumstances shall District be deemed to warrant or represent existing above-ground conditions, as-built conditions, or other actual conditions, verifiable

by independent investigation. These conditions are verifiable by Contractor by the performance of its own independent investigation, that Contractor must perform as a condition to submitting a response, and Contractor should not and shall not rely on this information or any other information supplied by District regarding existing conditions.

- D. Any information shown or indicated in the reports and other data supplied herein with respect to existing underground facilities at or contiguous to the Project may be based upon information and data furnished to District by the District's employees and/or consultants or builders of such underground facilities or others. District does not assume responsibility for the completeness of this information, and Respondent is solely responsible for any interpretation or conclusion drawn from this information.
- E. District shall be responsible only for the general accuracy of information regarding underground facilities, and only for those underground facilities that are owned by District, and only where Respondent has conducted the independent investigation required of it pursuant to the Instructions to Respondents, and discrepancies are not apparent.

#### **4. Investigations/Site Examinations**

- A. Before submitting a Bid, each Respondent should be responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Respondent and safety precautions and programs incident thereto or that Respondent deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.
- B. On request, District will provide each Respondent access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Respondent deems necessary for submission of a Bid. Respondents must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice to Respondents and only under the provisions of the Contract Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work.

END OF DOCUMENT

## DOCUMENT 00140

**BID FORM AND PROPOSAL**

To: Governing Board of Albany Unified School District (“District” or “Owner”)

From: \_\_\_\_\_  
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. #       .

PROJECT: **ALBANY HIGH SCHOOL  
ALBANY HIGH SCHOOL HIGH PROJECT**

(“Project” or “Contract”) and will accept in full payment for that Work the following total lump sum amount, all taxes included:

\_\_\_\_\_ dollars      \$ \_\_\_\_\_

**Additive/Deductive Alternates: [NA]**

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

1. The Bidder’s Base Bid includes the following unit prices, which the Bidder must provide;
  - **NA**
2. The Bidder’s base bid includes the following allowances:
  - **General Allowance equal to TBD. Any unused moneys from this allowance shall be returned to the District.**
3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
  - The Bid Bond on the District's form or other security
  - The Designated Subcontractors List
  - The Site-Visit Certification
  - The Noncollusion Affidavit
  - Receipt and acceptance of the following addenda is hereby acknowledged:

No. \_\_\_\_\_, Dated \_\_\_\_\_

No. \_\_\_\_\_, Dated \_\_\_\_\_

No. \_\_\_\_\_, Dated \_\_\_\_\_

No. \_\_\_\_\_, Dated \_\_\_\_\_
9. Bidder acknowledges that the license required for performance of the Work is a A or B license.
10. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
12. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions



existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

13. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
14. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
15. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Name of Bidder \_\_\_\_\_

Type of Organization \_\_\_\_\_

Signed by \_\_\_\_\_

Title of Signer \_\_\_\_\_

Address of Bidder \_\_\_\_\_

Taxpayer's Identification No. of Bidder \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

E-mail \_\_\_\_\_ Web page \_\_\_\_\_

Contractor's License No(s): No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

If Bidder is a corporation, affix corporate seal.

Name of Corporation: \_\_\_\_\_

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Manager: \_\_\_\_\_

END OF DOCUMENT

## DOCUMENT 00150

**PAYMENT BOND**

**(Note: If Respondent is providing a bond as its proposal security, Respondent must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, as \_\_\_\_\_ as Principal (“Principal”),

and \_\_\_\_\_ as Surety (“Surety”),

a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to do business as a surety in the State of California, are held and firmly bound unto the Albany Unified School District (“District”) of Alameda County, State of California as Obligee, in the sum of

\_\_\_\_\_ (\$ \_\_\_\_\_)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a proposal to the District for all Work specifically described in the accompanying proposal;

now, therefore, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the proposal, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for proposals, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of

time, alteration or addition to the terms of the Contract or the call for proposal, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the proposal, the security of unsuccessful Respondent(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no Respondent may withdraw its proposal for ninety (90) days after the date of the proposal opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Affix Corporate Seal)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

(Affix Corporate Seal)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of California Agent of Surety

**Respondent must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.**

END OF DOCUMENT

DOCUMENT 00160

**DESIGNATED SUBCONTRACTORS LIST****PROJECT:  
ALBANY HIGH SCHOOL PROJECT**

Respondent must list hereinafter the name and location of each subcontractor who will be employed, and the kind of Work that each will perform if the Contract is awarded to the Respondent. Respondent acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name, location, and license # of each subcontractor who will perform work or labor or render service to the Respondent in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Respondent's total Proposal, and that as to any Work that Respondent fails to list, Respondent agrees to perform that portion itself or be subjected to penalty under applicable law.

In case more than one subcontractor is named for the same kind of Work, state the portion that each will perform. Vendors or suppliers of materials only do not need to be listed.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

**Portion of Work:** \_\_\_\_\_ **License #:** \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

**Portion of Work:** \_\_\_\_\_ **License #:** \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

**Portion of Work:** \_\_\_\_\_ **License #:** \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

**Portion of Work:** \_\_\_\_\_ **License #:** \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

**Portion of Work:** \_\_\_\_\_ **License #:** \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Portion of Work: \_\_\_\_\_ License #: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_ License #: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_ License #: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_ License #: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_ License #: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_ License #: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_ License #: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_ License #: \_\_\_\_\_

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

Proper Name of Respondent: \_\_\_\_\_

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

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

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

END OF DOCUMENT

DOCUMENT 00310

**SITE-VISIT CERTIFICATION**

PROJECT:

**ALBANY HIGH SCHOOL PROJECT**

Check whichever option applies:

\_\_\_\_\_ I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

\_\_\_\_\_ I certify that \_\_\_\_\_ (Respondent's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Respondent 's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Respondent fully indemnifies the Albany Unified School District, its Architect, its Engineer, its Program Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Respondent 's representative's visit to the Site.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

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

Proper Name of Bidder: \_\_\_\_\_

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

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

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

END OF DOCUMENT

DOCUMENT 00330

**NONCOLLUSION AFFIDAVIT**  
**Public Contracts Code Section 7106**

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH BID

[illegible]

\_\_\_\_\_ being first  
duly sworn deposes and says that he or she is \_\_\_\_\_  
of \_\_\_\_\_, the Respondent making the foregoing Proposal that the  
Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership,  
company, association, organization, or corporation; that the Proposal is genuine and not  
collusive or sham; that the Respondent has not directly or indirectly induced or solicited any  
other Respondent to put in a false or sham proposal, and has not directly or indirectly colluded,  
conspired, connived, or agreed with any Respondent or anyone else to put in a sham proposal, or  
that anyone shall refrain from submitting a proposal; that the Respondent has not in any manner,  
directly or indirectly, sought by agreement, communication, or conference with anyone to fix the  
Proposal price of the Respondent or any other Respondent, or to fix any overhead, profit, or cost  
element of the Proposal price, or of that of any other Respondent, or to secure any advantage  
against the District of anyone interested in the proposed Contract; that all statements contained  
in the Proposal are true; and, further, that the Respondent has not, directly or indirectly,  
submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or  
divulged information or data relative thereto, or paid, and will not pay, any fee to any  
corporation, partnership, company association, organization, Proposal depository, or to any  
member or agent thereof to effectuate a collusive or sham bid.  
I certify and declare under penalty of perjury under the laws of the State of California that all the  
foregoing information in this Noncollusion Affidavit is true and correct.

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

Proper Name of Respondent: \_\_\_\_\_

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

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

Title:

**(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)**  
**END OF DOCUMENT**



DOCUMENT00510

**NOTICE OF AWARD**

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

To: \_\_\_\_\_  
(Contractor)To: \_\_\_\_\_  
(Address)

From: Governing Board ("Board") of Albany Unified School District ("District" or "Owner")

**PROJECT:  
ALBANY HIGH SCHOOL PROJECT**

("Project" or "Contract").

Contractor has been awarded the referenced Contract on \_\_\_\_\_, 20\_\_, by action of the District's Board.

The Contract Price is \_\_\_\_\_ Dollars (\$\_\_\_\_\_), and includes alternates \_\_\_\_\_.

Three (3) copies of each of the Contract Documents (except Drawings) accompany this Notice of Award. Three (3) sets of the Drawings will be delivered separately or otherwise made available. Additional copies are available at cost of reproduction.

You must comply with the following conditions precedent within seven (7) calendar days of the date of this Notice of Award.

The Respondent to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the seventh (7<sup>th</sup>) calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as non-responsive.

- A. Agreement: To be executed by successful Respondent. Submit four (4) copies, each bearing an original signature.
- B. Escrow of Respondent Documentation: This must include all required documentation. See the document Escrow of Respondent Documentation for more information.

- C. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- D. Payment Bond (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.
- E. Insurance Certificates and Endorsements as required.
- F. Workers' Compensation Certification.
- G. Prevailing Wage and Related Labor Requirements Certification.
- H. Disabled Veterans' Business Enterprise Participation Certification.
- I. Drug-Free Workplace Certification.
- J. Hazardous Materials Certification.
- K. Lead-Based Paint Certification.
- L. Imported Materials Certification.
- M. Criminal Background Investigation/Fingerprinting Certification.
- N. Contractor's Safety Plan specifically adapted for the Project.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Proposal Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

ALBANY UNIFIED SCHOOL DISTRICT

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

END OF DOCUMENT

DOCUMENT 00520

**NOTICE TO PROCEED**

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

TO: \_\_\_\_\_  
(Contractor)ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_**PROJECT:  
ALBANY HIGH SCHOOL PROJECT**PROJECT/CONTRACT NO.: #TBD between the Albany Unified School District and Contractor ("Contract").

You are notified that the Contract Time under the above Contract will commence to run on \_\_\_\_\_, 20\_\_. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement executed by Contractor, the date of completion is \_\_\_\_\_, 20\_\_.

ALBANY UNIFIED SCHOOL DISTRICT

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

END OF DOCUMENT

## DOCUMENT 00540

**ESCROW PROPOSAL DOCUMENTATION****1. Requirement to Escrow Bid Documentation**

- A. Contractor shall submit, within seven (7) days after the date of the Notice of Award, one copy of all documentary information received or generated by Contractor in preparation of prices for this Contract, as specified herein. This material is referred to herein as "Escrow Proposal Documentation." The Escrow Proposal Documentation of the Contractor will be held in escrow for the duration of the Contract.
- B. Contractor agrees, as a condition of award of the Contract, that the Escrow Proposal Documentation constitutes all written information used in the preparation of its proposal, and that no other written bid preparation information shall be considered in resolving disputes or claims. Contractor also agrees that nothing in the Escrow Proposal Documentation shall change or modify the terms or conditions of the Contract Documents.
- C. The Escrow Proposal Documentation will not be opened by District except as indicated herein. The Escrow Proposal Documentation will be used only for the resolution of change orders and claims disputes.
- D. Contractor's submission of the Escrow Proposal Documentation, as with the bonds and insurance documents required, is considered an essential part of the Contract award. Should the Contractor fail to make the submission within the allowed time specified above, District may deem the Contractor to have failed to enter into the Contract, and the Contractor shall forfeit the amount of its bid security, accompanying the Contractor's bid, and District may award the Contract to the next lowest responsive responsible bidder.
- E. NO PAYMENTS WILL BE MADE, NOR WILL DISTRICT ACCEPT PROPOSED CHANGE ORDERS UNTIL THE ABOVE REQUIRED INFORMATION IS SUBMITTED AND APPROVED.
- F. The Escrow Proposal Documentation shall be submitted in person by an authorized representative of the Contractor to the District.

**2. Ownership of Escrow Proposal Documentation**

- A. The Escrow Proposal Documentation is, and shall always remain, the property of Contractor, subject to review by District, as provided herein.

- B. Escrow Proposal Documentation constitute trade secrets, not known outside Contractor's business, known only to a limited extent and only by a limited number of employees of Contractor, safeguarded while in Contractor's possession, extremely valuable to Contractor, and could be extremely valuable to Contractor's competitors by virtue of it reflecting Contractor's contemplated techniques of construction. Subject to the provisions herein, District agrees to safeguard the Escrow Proposal Documentation, and all information contained therein, against disclosure to the fullest extent permitted by law.

### **3. Format and Contents of Escrow Proposal Documentation**

- A. Contractor may submit Escrow Proposal Documentation in its usual cost-estimating format; a standard format is not required. The Escrow Proposal Documentation shall be submitted in the language (e.g., English) of the specification.
- B. Escrow Proposal Documentation must clearly itemize the estimated costs of performing the work of each bid item contained in the bid schedule, separating bid items into sub-items as required to present a detailed cost estimate and allow a detailed cost review. The Escrow Proposal Documentation shall include all subcontractor bids or quotes, supplier bids or quotes, quantity takeoffs, crews, equipment, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by the Contractor to arrive at the prices contained in the bid proposal. Estimated costs should be broken down into Contractor's usual estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials, and subcontract costs as appropriate. Plant and equipment and indirect costs should be detailed in the Contractor's usual format. The Contractor's allocation of indirect costs, contingencies, markup, and other items to each bid item shall be identified.
- C. All costs shall be identified. For proposal items amounting to less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markup, as applicable, are allocated.
- D. Proposal Documentation provided by District should not be included in the Escrow Proposal Documentation unless needed to comply with the following requirements.

### **4. Submittal of Escrow Proposal Documentation**

- A. The Escrow Proposal Documentation shall be submitted by the Contractor in a sealed container within seven (7) days after the date of the Notice of Award. The

container shall be clearly marked on the outside with the Contractor's name, date of submittal, project name and the words "Escrow Proposal Documentation – Intended to be opened in the presence of Authorized Representatives of Both District and Contractor".

- B. By submitting Escrow Proposal Documentation, Contractor represents that the material in the Escrow Proposal Documentation constitutes all the documentary information used in preparation of the bid and that the Contractor has personally examined the contents of the Escrow Proposal Documentation container and has found that the documents in the container are complete.
- C. If Contractor's proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds 5 percent of the total contract price proposed by Contractor, shall provide separate Escrow Documents to be included with those of Contractor. Those documents shall be opened and examined in the same manner and at the same time as the examination described above for Contractor.
- D. If Contractor wishes to subcontract any portion of the Work after award, District retains the right to require Contractor to submit Escrow Documents for the Subcontractor before the subcontract is approved.

#### **5. Storage, Examination and Final Disposition of Escrow Bid Documentation**

- A. The Escrow Proposal Documentation will be placed in escrow, for the life of the Contract, in a mutually agreeable institution. The cost of storage will be paid by Contractor for the duration of the project until final Contract payment. The storage facilities shall be the appropriate size for all the Escrow Proposal Documentation and located conveniently to both District's and Contractor's offices.
- B. The Escrow Proposal Documentation shall be examined by both District and Contractor, at any time deemed necessary by either District or Contractor, to assist in the negotiation of price adjustments and change orders or the settlement of disputes and claims. In the case of legal proceedings, Escrow Proposal Documentation shall be used subject to the terms of an appropriate protective order if requested by Contractor and ordered by a court of competent jurisdiction. Examination of the Escrow Proposal Documentation is subject to the following conditions:
  - (1) As trade secrets, the Escrow Proposal Documentation is proprietary and confidential to the extent allowed by law.
  - (2) District and Contractor shall each designate, in writing to the other party seven (7) days prior to any examination, the names of representatives who

are authorized to examine the Escrow Proposal Documentation. No other person shall have access to the Escrow Proposal Documentation.

- (3) Access to the documents may take place only in the presence of duly designated representatives of the District and Contractor. If Contractor fails to designate a representative or appear for joint examination on seven (7) days notice, then the District representative may examine the Escrow Proposal Documents alone upon an additional three (3) days notice if a representative of the Contractor does not appear at the time set.
  - (4) If a subcontractor has submitted sealed information to be included in the Escrow Proposal Documents, access to those documents may take place only in the presence of a duly designated representative of the District, Contractor and that subcontractor. If that subcontractor fails to designate a representative or appear for joint examination on seven (7) days notice, then the District representative and/or the Contractor may examine the Escrow Proposal Documentation without that subcontractor present upon an additional three (3) days notice if a representative of that subcontractor does not appear at the time set.
- C. The Escrow Proposal Documentation will be returned to Contractor at such time as the Contract has been completed and final settlement has been achieved.

END OF DOCUMENT

DOCUMENT 00550

**ESCROW AGREEMENT FOR  
SECURITY DEPOSITS IN LIEU OF RETENTION**  
Public Contract Code Section 22300

This Escrow Agreement ("Escrow Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Albany Unified School District (hereinafter "District" or "Owner"), whose address is \_\_\_\_\_, California, and \_\_\_\_\_ whose place of business is located at \_\_\_\_\_, ("Contractor"); and \_\_\_\_\_, a state or federally chartered bank in the state of California, whose place of business is located at \_\_\_\_\_, ("Escrow Agent").

For the consideration hereinafter set forth, District, Contractor, and Escrow Agent agree as follows:

1. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract No. \_\_\_\_\_ entered into between District and Contractor for the \_\_\_\_\_ [Name of Project], in the amount of \_\_\_\_\_ dated, \_\_\_\_\_, 20\_\_\_\_, (the "Contract"). Alternatively, on written request of Contractor, District shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify District within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution and at all times from substitution until the termination of the Escrow Agreement shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between District and Contractor.

Securities shall be held in name of \_\_\_\_\_, and shall designate Contractor as beneficial owner.

2. District shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.
3. When District makes payment of retention earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays Escrow Agent directly.



4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. These expenses and payment terms shall be determined by District, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to District.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Contractor.
7. District shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in event of default by Contractor as determined solely by District. Upon seven (7) days written notice to Escrow Agent from District of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District.
8. Upon receipt of written notification from District certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from District and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.
10. Names of persons who are authorized to give written notice or to receive written notice on behalf of District and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of District:

On behalf of Contractor:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

Address

Address

On behalf of Escrow Agent:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

At the time of Escrow Account is opened, District and Contractor shall deliver to Escrow Agent a fully executed of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

On behalf of District:

On behalf of Contractor:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

On behalf of Escrow Agent:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

END OF DOCUMENT

DOCUMENT 00610

**PERFORMANCE BOND**  
**(100% of Contract Price)**

**(Note: Bidders must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the governing board ("Board") of the Albany Unified School District, ("District") and \_\_\_\_\_, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

**ALBANY HIGH SCHOOL PROJECT**  
 ("Project" or "Contract")

which Contract dated \_\_\_\_\_, 20\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

And WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and \_\_\_\_\_ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to perform all the work required to complete the Project and to pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the intent and meaning, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Affix Corporate Seal)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of California Agent of Surety

**Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

END OF DOCUMENT

DOCUMENT 00620

**PAYMENTBOND**  
**Contractor's Labor & Material Bond**  
**(100% of Contract Price)**

**(Note: Bidders must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the governing board ("Board") of the Albany Unified School District, (or "District") and \_\_\_\_\_, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

**ALBANY HIGH SCHOOL PROJECT**  
 ("Project")

which Contract dated \_\_\_\_\_, 20\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, WE, the Principal and \_\_\_\_\_, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Affix Corporate Seal)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of California Agent of Surety

**Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

END OF DOCUMENT

## DOCUMENT 00710

**SPECIAL CONDITIONS**

**[THIS DOCUMENT MUST BE MODIFIED AND ADAPTED FOR EACH SPECIFIC PROJECT]**

**1. Mitigation Measures**

Contractor shall comply will all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act. (Public Resources Code section 21000 et. seq.)

**2. Modernization Projects**

Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Work is to start. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate Contractor's Work, the overtime wages for the custodian will be paid by the Contractor, unless, at the discretion of the District, other arrangements are made in advance.

Upon request, the District may, at is own discretion, provide a master key to the school site for the convenience of the Contractor. The Contractor agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the master key is lost or stolen or if any unauthorized party obtains a copy of the key or access to the school.

The Contractor is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged with the District in writing, a minimum of three (3) days in advance. Contractor shall provide temporary services to all facilities interrupted by Contractor's Work at no additional expense to the District.

The Contractor shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.

Contractor shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this

Contract and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.

**3. Substitution for Specified Items**

- A.** Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words “or equal.” Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.
  - (1) If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.
  - (2) This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.
- B.** Requests for substitutions prior to award of the Contract shall be done within the time period indicated in the Instructions to Bidders.
- C.** A request for a substitution shall be in writing and shall include:
  - (1) All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;
  - (2) Available maintenance, repair or replacement services;
  - (3) Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;
  - (4) Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and
  - (5) The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.



- D.** No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:
- (1) The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;
  - (2) The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;
  - (3) The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;
  - (4) The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and
  - (5) The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.
- E.** In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.
- F.** In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

#### **4. Fingerprinting**

Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, that such employee has not been convicted of a felony, as defined in Education Code section 45125.1. Contractor shall fully complete and perform

all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

**5. Weather Days**

Delays due to adverse weather conditions will only be permitted in compliance with the provisions in the General Conditions and only if the number of days of adverse weather exceeds the following parameters and only if Contractor can verify that adverse weather caused delays exceeded the following number of days:

January, [11]; February [10]; March [10]; April [6]; May [3]; June [1]; July [0]; August [0]; September [1]; October [4]; November [7]; December [10].

**6. Insurance**

All insurance required of Contractor shall be in amounts and including the provisions as set forth in the Special Conditions.

**A. Commercial General Liability and Automobile Liability Insurance**

1. Contractor shall procure and maintain, during the life of this Contract, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Contractor, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from operations under this Contract. Contractor shall ensure that Products and Completed Operations Liability coverage and Fire Damage Liability is included within the above policies and at the required limits, or Contractor shall procure and maintain these coverages separately.
2. Contractor shall require its Subcontractors, if any, to procure and maintain similar Commercial General Liability Insurance and Automobile Liability Insurance with minimum limits equal to the amount required of the Contractor.

**B. Excess Liability Insurance**

1. Contractor shall procure and maintain, during the life of this Contract, Excess Liability Insurance that shall protect Contractor, District, State, Construction Manager(s), Project Manager(s), and Architect(s) and in amounts and including the provisions as set forth in the Supplementary Conditions and/or Special Conditions.

2. Contractor shall require its Subcontractor(s), if any, to procure and maintain similar Excess Liability Insurance with minimum limits equal to the amount required of the Contractor.

**C. Workers' Compensation and Employers' Liability Insurance**

1. In accordance with provisions of section 3700 of the California Labor Code, the Contractor and every Subcontractor shall be required to secure the payment of compensation to its employees.
2. Contractor shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under this Contract, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employees engaged in Work under this Contract, on or at the Site of the Project, are not protected under the Workers' Compensation Statute, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

**D. Builder's Risk/Course of Construction Insurance**

Contractor shall procure and maintain, during the life of this Contract, Builder's Risk (Course of Construction), or similar first party property coverage acceptable to the District, issued on a replacement cost value basis. The cost shall be consistent with the total replacement cost of all insurable Work of the Project included within the Contract Documents. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, sonic disturbance, earthquake, flood, collapse, wind, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof.

**E. Proof of Carriage of Insurance and Other Requirements**

1. Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract, until all required insurance and certificates indicating the required coverage have been obtained and delivered in duplicate to the District, and approved by the District.
2. Certificates and insurance policies shall include the following:
  - a. A clause stating:
 

“This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District, Architect, and Construction Manager stating date of cancellation or reduction. Date of cancellation or reduction may not be less than thirty (30) days after date of mailing notice.”
  - b. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
3. State that District, the State Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s) are named additional insureds under all policies except Workers’ Compensation Insurance and Employers’ Liability Insurance and that Contractor’s and Subcontractors’ insurance policy shall be primary to any insurance or self-insurance maintained by District, the State, Construction Manager(s) Project Manager(s), Instructor(s) and/or Architect(s).
4. All policies shall be written on an occurrence form.

**F. Amounts of Insurance.** All of Contractor’s insurance shall be with insurance companies with an A.M. Best rating of no less than A: XI.

The limits of insurance shall not be less than:

Commercial General Liability	\$2,000,000	each occurrence
	\$2,000,000	general aggregate
	\$1,000,000	Products and Completed Operations
Automobile Liability – Any Auto Combined Single Limit	\$2,000,000	

Excess Liability	\$4,000,000
Workers Compensation	Statutory limits pursuant to state law
Employers' Liability	\$1,000,000
Builders Risk (Course of Construction)	Issued for the value of the Contract

## 7. **Permits, Certificates, Licenses, Fees, Approval**

**A. Payment for Permits, Certificates, Licenses, and Fees.** As required in the General Conditions, the Contractor shall secure and pay for all permits, licenses and certificates necessary for the prosecution of the Work with the exception of the following:

- a. E.g. (water connection fees)
- b. E.g. (sewer connection fees)

With respect to the above listed items, Contractor shall be responsible for securing such items, however, District will be responsible for payment of these charges or fees. Contractor shall notify the District of the amount due with respect to such items and to whom the amount is payable. Contractor shall provide the District with an invoice and receipt with respect to such charges or fees.

## **B. Storm Water Permits**

1. Contractor acknowledges that all California school districts are now or will soon be obligated to develop and implement the following storm water requirements, without limitation:
  - a. A Municipal Separate Storm Sewer System (MS4). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.
  - b. A Storm Water Pollution Prevention Plan (SWPPP) at:
    - (i) Sites where the District engages in maintenance (e.g., fueling, cleaning, repairing) of transportation activities.
    - (ii) Construction sites where:
      - (a) One (1) or more acres of soil will be disturbed, or

- (b) The project is part of a larger common plan of development that disturbs more than one (1) or more acres of soil.
- 2. Contractor shall comply with any District storm water requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

END OF DOCUMENT

DOCUMENT 00805

**LABOR COMPLIANCE PROGRAM**  
**INFORMATION AND FORMS**

**(Not Applicable)**

END OF DOCUMENT

## DOCUMENT 00810

**HAZARDOUS MATERIALS**  
**PROCEDURES & REQUIREMENTS****1. Summary**

This document includes information applicable to hazardous materials and hazard waste abatement.

**2. Notice of Hazardous Waste or Materials Conditions**

- a. Contractor shall give notice in writing to the District, the Construction Manager, and the Architect promptly, before any of the following conditions are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:
  - (1) Material that Contractor believes may be material that is hazardous waste or hazardous material, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
  - (2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.
- b. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.
- c. In response to Contractor's written notice, the District shall investigate the identified conditions.
- d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Contractor in writing, stating reasons. If the District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Times, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the District.
- e. If after receipt of notice from the District, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in



connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of Work, or performing the Work by others.

- f. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

### **3. Additional Warranties and Representations**

- a. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable law and contract requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).
- b. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
- c. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its proposal, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

### **4. Monitoring and Testing**

- a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and

compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.

- b. Contractor acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these activities or tests by District in the Contract Price and the Scheduled Completion Date.
- c. Notwithstanding District's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

## **5. Compliance with Laws**

- a. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.
- b. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:
  - (1) The protection of the public health, welfare and environment;
  - (2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products or other hazardous materials;
  - (3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, or hazardous waste materials or other waste materials of any kind; and

- (4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

## 6. **Disposal**

- a. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.
- b. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.
- c. Contractor shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which District has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

## 7. **Permits**

- a. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to District that it and any disposal facility
  - (1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law, and
  - (2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that

notice to District. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

- b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

## **8. Indemnification**

- a. To the extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or “disposal” and “release” of materials associated with the Work (as defined in 42 U.S.C. § 9601 et seq.).

## **9. Termination**

- a. District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

END OF DOCUMENT

## DOCUMENT 00880

**AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS**

THIS AGREEMENT AND RELEASE OF CLAIMS ("Agreement and Release") IS MADE AND ENTERED INTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ by and between the ALBANY UNIFIED SCHOOL DISTRICT ("District") and \_\_\_\_\_ ("Contractor"), whose place of business is \_\_\_\_\_.

## RECITALS:

1. District and Contractor entered into PROJECT/CONTRACT NO.: \_\_\_\_\_ ("Contract" or "Project") in the County of \_\_\_\_\_, California.
2. The Work under the Contract has been completed.

NOW, THEREFORE, it is mutually agreed between District and Contractor as follows:

**AGREEMENT**

3. Contractor will only be assessed liquidated damages as detailed below:

Original Contract Sum      \$ \_\_\_\_\_

Modified Contract Sum      \$ \_\_\_\_\_

Payment to Date      \$ \_\_\_\_\_

Liquidated Damages      \$ \_\_\_\_\_

Payment Due Contractor      \$ \_\_\_\_\_

4. Subject to the provisions hereof, District shall forthwith pay to Contractor the undisputed sum of \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents) under the Contract, less any amounts represented by any notice to withhold funds on file with District as of the date of such payment.
5. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Paragraph 6 and continuing obligations described in Paragraph 8. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against District, all its respective agents,

employees, inspectors, assignees and transferees except for the Disputed Claim is set forth in Paragraph 6 and continuing obligations described in Paragraph 8 hereof.

6. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>	<u>Date Claim Submitted</u>
------------------	-----------------------------	------------------------	-----------------------------

7. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 4 hereof, Contractor hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
8. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
9. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Contract unless caused wholly by the sole negligence or willful misconduct of the indemnified parties.
10. Contractor hereby waives the provisions of California Civil Code section 1542 which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

11. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

- 12.** All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

\* \* \* CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING \* \* \*

ALBANY UNIFIED SCHOOL DISTRICT

TITLE: \_\_\_\_\_

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

CONTRACTOR

TITLE: \_\_\_\_\_

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

END OF DOCUMENT

DOCUMENT 00890

**GUARANTEE FORM**

\_\_\_\_\_ ("Contractor") hereby agrees that the  
 \_\_\_\_\_ ("Work" of Contractor) which Contractor has installed for  
 the Albany Unified School District ("District") for the following project:

**ALBANY HIGH SCHOOL PROJECT**

("Project" or "Contract")

has been performed in accordance with the requirements of the Contract Documents and that the Work as installed will fulfill the requirements of the Contract Documents.

The undersigned agrees to repair or replace any or all of such Work that may prove to be defective in workmanship or material together with any other adjacent Work that may be displaced in connection with such replacement within a period of two (2) years from the date of completion as defined in Public Contract Code section 7107, subdivision (c), ordinary wear and tear and unusual abuse or neglect excepted. The date of completion is \_\_\_\_\_, 20\_\_\_\_.

In the event of the undersigned's failure to comply with the above-mentioned conditions within a reasonable period of time, as determined by the District, but not later than seven (7) days after being notified in writing by the District, the undersigned authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned. The undersigned shall pay the costs and charges therefor upon demand.

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

Proper Name of Contractor: \_\_\_\_\_

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

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

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



Representatives to be contacted for service subject to terms of Contract:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

END OF DOCUMENT

DOCUMENT 00905

**WORKERS' COMPENSATION CERTIFICATION**

PROJECT/CONTRACT NO.: #\_\_\_\_ between Albany Unified School District (the "District" or the "Owner") and \_\_\_\_\_ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

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

Proper Name of Contractor: \_\_\_\_\_

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

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

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

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

DOCUMENT 00910

**PREVAILING WAGE AND**  
**RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: #\_\_\_\_\_ between Albany Unified School District (the “District” or the “Owner”) and \_\_\_\_\_ (the “Contractor” or the “Bidder”) (the “Contract” or the “Project”).

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, the District’s labor compliance program, if in use on this Project.

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

Proper Name of Contractor: \_\_\_\_\_

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

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

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

END OF DOCUMENT

## DOCUMENT 00912

**DISABLED VETERAN BUSINESS**  
**ENTERPRISE PARTICIPATION CERTIFICATION**

PROJECT/CONTRACT NO.: #\_\_\_\_\_ between Albany Unified School District (the “District”) and \_\_\_\_\_ (the “Contractor” or the “Bidder”) (the “Contract” or the “Project”).

**GENERAL INSTRUCTIONS**

Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program (“Program”) for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises (DVBE) of at least 3 percent, per year, of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, low bidder must submit this document to the District with its executed agreement, identifying the steps contractor took to solicit DVBE participation in conjunction with this Contract. Bidders should not submit this form with their bids.

**NOTE:** *Architectural, engineering, environmental, land surveying, or construction management firms must indicate their method of compliance by completing this form after selection by the District and before the contract is signed.*

**Part I – Method Of Compliance With DVBE Participation Goals.** Check the appropriate box to indicate your method of committing the contract dollar amount.

<b>YOUR BUSINESS ENTERPRISE IS:</b>	<b>AND YOU WILL</b>	<b>AND YOU WILL</b>
<b>A.</b> <sup>†</sup> Disabled veteran owned and your forces will perform at least 3 percent of this contract	Include a copy of your DVBE letter from Office of Small Business (“OSB”)* and Disabled Veterans Business Enterprise Services	Complete Part 1 of this form and the Certification
<b>B.</b> <sup>†</sup> Disabled veteran owned but is unable to perform 3 percent of this contract with your forces	USE DVBE subcontractors / suppliers to bring the contract participation to at least 3 percent	Include a copy of each DVBE’s letter from OSB (including yours, if applicable), and
<b>C.</b> <sup>†</sup> <b>NOT</b> Disabled Veteran Owned	Use DVBE subcontractors / suppliers for at least 3 percent of this contract	complete Part 1 of this form and the certification
<b>D.</b> <sup>†</sup> Unable to meet the required participation goals	Complete all of this Certification form	

\* A DVBE letter from OSB is obtained from the participating DVBE. If the letter is not provided, the bidder may be ineligible for award of the contract.

**You must complete the following table to show the dollar amount of DVBE participation:**

	<b>TOTAL CONTRACT PRICE</b>
<b>A. Prime Bidder, if DVBE (own participation)</b>	<b>\$</b>
<b>B. DVBE Subcontractor or Supplier</b>	
<b>1.</b>	
<b>2.</b>	
<b>3.</b>	
<b>4.</b>	
<b>C. Subtotal (A &amp; B)</b>	
<b>D. Non-DVBE</b>	
<b>E. Total Bid</b>	

**Part II – Contacts.** To identify DVBE subcontractors/suppliers for participation in your contract, you must contact each of the following categories. You should contact several DVBE organizations.

<b>CATEGORY</b>	<b>TELEPHONE NUMBER</b>	<b>DATE CONTACTED</b>	<b>PERSON CONTACTED</b>
<b>1. The District</b>			*
<b>2. OSB, which publishes a list of DVBE's; Internet Address: <a href="http://www.dgs.ca.gov/osbcr">Http://www.dgs.ca.gov/osbcr</a></b>	(916) 323-5478 (916) 322-5060		*
<b>3. DVBE Organization (List)</b>			*

\*Write “recorded message” in this column, if applicable.

**Part III – Advertisement.** You must advertise for DVBE participation in both a trade and focus paper. List the advertisement you place to solicit DVBE participation. Advertisements should be published at least 14 days prior to bid/proposal opening; if you cannot advertise 14 days prior, advertisements should be published as soon as possible. Advertisements must include that your firm is seeking DVBE participation, the project name and location, and you firm’s name, your contact person, and telephone number. Attach copies of advertisements to this form.

<b>FOCUS/TRADE PAPER NAME</b>	<b>CHECK ONE</b>		<b>DATE OF ADVERTISEMENT</b>
	<b>TRADE</b>	<b>FOCUS</b>	

**Part IV. – DVBE Solicitations.** List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns

as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE.....	THEN.....	AND.....		
was selected to participate	Check “yes” in the Selected column, include the applicable dollar amount in Part III of the Form SAB 515PB	include a copy of their DVBE letter from OSB		
was <b>NOT</b> selected to participate	Check “no” in the “SELECTED” column	state why in the “REASON NOT SELECTED” column		
did not respond to your solicitation	Check the “NO RESPONSE” column.			
DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED	NO RESPONSE
	YES	NO		

A copy of this form must be retained by you and may be subject to a future audit.

### CERTIFICATION

I, \_\_\_\_\_ certify that I am the bidder’s \_\_\_\_\_ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

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

Proper Name of Contractor: \_\_\_\_\_

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

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

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

END OF DOCUMENT

## DOCUMENT 00915

**DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT/CONTRACT NO.: #\_\_\_ between Albany Unified School District (the “District” or the “Owner”) and \_\_\_\_\_ (the “Contractor” or the “Respondent”) (the “Contract” or the “Project”).

This Drug-Free Workplace Certification form is required from the successful Respondent pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a “state agency” as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace.
  - (2) The person’s or organization’s policy of maintaining a drug-free workplace.
  - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
  - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

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

Proper Name of Contractor: \_\_\_\_\_

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

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

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

END OF DOCUMENT



DOCUMENT 00925

**HAZARDOUS MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: #700 between Albany Unified School District ("District" or "Owner") and \_\_\_\_\_  
("Contractor" or "Respondent") ("Contract" or "Project").

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

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

Proper Name of Contractor: \_\_\_\_\_

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

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

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

END OF DOCUMENT

## DOCUMENT 00930

**LEAD-BASED MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: #\_\_\_\_ between Albany Unified School District ("District" or "Owner") and \_\_\_\_\_ ("Contractor" or "Respondent") ("Contract" or "Project").

This certification provides notice to the Contractor that:

- (1) The Contractor's work may disturb lead-containing building materials.
- (2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.

**1. Lead as a Health Hazard**

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

**2. Overview of California Law**

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("DHS") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 3224 1.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

**The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed**

**copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.**

### **3. Contractor's Liability**

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

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

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

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

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

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

Proper Name of Contractor: \_\_\_\_\_

Signature:

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Print Name:

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Title:

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END OF DOCUMENT

## DOCUMENT 00935

**IMPORTED MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: #\_\_\_ between Albany Unified School District ("District" or "Owner") and \_\_\_\_\_ ("Contractor" or "Respondent") ("Contract" or "Project").

This form shall be executed by the Contractor and by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers pursuant to the indemnification provisions in the Contract Documents for, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

Certification of:    ☐ Delivery Firm/Transporter    ☐ Supplier    ☐ Manufacturer  
                              ☐ Wholesaler    ☐ Broker    ☐ Retailer  
                              ☐ Distributor    ☐ Other \_\_\_\_\_

Type of Entity    ☐ Corporation    ☐ General Partnership  
                              ☐ Limited Partnership    ☐ Limited Liability Company  
                              ☐ Sole Proprietorship    ☐ Other \_\_\_\_\_

Name of firm ("Firm"): \_\_\_\_\_

Mailing address: \_\_\_\_\_

Addresses of branch office used for this Project: \_\_\_\_\_

If subsidiary, name and address of parent company: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I

further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

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

Proper Name of Contractor: \_\_\_\_\_

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

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

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

DOCUMENT 00940

**CRIMINAL BACKGROUND**  
**INVESTIGATION/ FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO.: #\_\_\_\_\_ between the Albany Unified School District ("District") and \_\_\_\_\_ ("Contractor" or "Respondent") ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

\_\_\_\_\_ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

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

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

\_\_\_\_\_ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.



Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

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

Proper Name of Contractor: \_\_\_\_\_

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

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

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

END OF DOCUMENT

## DOCUMENT 01010

**SUMMARY OF WORK****PART 1 - GENERAL****1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

General Conditions, including, without limitation, Site Access Conditions and Requirements;  
Special Conditions.

**1.02 SUMMARY OF WORK COVERED BY CONTRACT DOCUMENTS**

The Work of this Contract may consist of the following:

Selective demolition and construction necessary for the Modernization to existing school buildings, including associated civil, architectural, structural, plumbing, mechanical and/or electrical work as indicated in the Drawings and Specifications. Generally, these categories of work involve new finishes, adaptive re-use and modification of certain selected areas, new cabinetry, handicap accessibility retrofits, re-roofing, and adding HVAC to instructional areas, library and administrative areas and pertain to changing and expanding selected infrastructure utilities, and extensive modifications. The Project will involve the "phasing" and barricading of work areas as indicated on the Plans and enumerated in these Specifications. **[FILL IN OR MODIFY AS APPROPRIATE]**

**1.03 CONTRACTS**

Perform the Work under a single, fixed-price Contract.

**1.04 WORK BY OTHERS**

Work on the Project that will be performed and completed prior to the start of the Work of this Contract: **[FILL IN OR MODIFY AS APPROPRIATE]**

Asbestos removal/abatement.  
Lead paint removal/abatement.

**1.05 CODES, REGULATIONS, AND STANDARDS**

- A. The codes, regulations, and standards adopted by the state and federal agencies having jurisdiction shall govern minimum requirements for this project. Where codes, regulations, and standards conflict with the Contract Documents, these conflicts shall be brought to the immediate attention of the District and the Architect.
- B. Codes, regulations, and standards shall be as published effective as of date of bid opening, unless otherwise specified or indicated.

#### **1.06 PROJECT RECORD DOCUMENTS:**

- A. Contractor shall maintain on Site one set of the following record documents; Contractor shall record actual revisions to the Work:
  - (1) Contract Drawings.
  - (2) Specifications.
  - (3) Addenda.
  - (4) Change Orders and other modifications to the Contract.
  - (5) Reviewed shop drawings, product data, and samples.
  - (6) Field test records.
  - (7) Inspection certificates.
  - (8) Manufacturer's certificates.
- B. Contractor shall store Record Documents separate from documents used for construction. Provide files, racks, and secure storage for Record Documents and samples.
- C. Contractor shall record information concurrent with construction progress.
- D. Specifications: Contractor shall legibly mark and record at each product section of the Specifications the description of the actual product(s) installed, including the following:
  - (1) Manufacturer's name and product model and number.
  - (2) Product substitutions or alternates utilized.
  - (3) Changes made by Addenda and Change Orders and written directives.

### **1.07 EXAMINATION OF EXISTING CONDITIONS**

- A. The Contractor shall be held to have examined the Project Site and acquainted itself with the conditions of the Site or of the streets or roads approaching the Site.
- B. Prior to commencement of Work, Contractor shall survey the Site and existing buildings and improvements to observe existing damage and defects such as cracks, sags, broken, missing or damaged glazing, other building elements and Site improvements, and other damage.
- C. Should Contractor observe cracks, sags, and other damage to and defects of the Site and adjacent buildings, paving, and other items not indicated in the Contract Documents, Contractor shall immediately report same to the District and the Architect in writing with supporting photographs.

### **1.08 CONTRACTOR'S USE OF PREMISES**

- A. If unoccupied and only with District's prior written approval, Contractor may use the building(s) at the Project Site without limitation for its operations, storage, and office facilities for the performance of the Work. If the District chooses to beneficially occupy any building(s), Contractor must obtain the District's written approval for Contractor's use of spaces and types of operations to be performed within the building(s) while so occupied. Contractor's access to the building(s) shall be limited to the areas indicated.
- B. If the space at the Project Site is not sufficient for Contractor's operations, storage, office facilities and/or parking, Contractor shall arrange and pay for any additional facilities needed by Contractor.
- C. Contractor shall not interfere with use of or access to occupied portions of the building(s) or adjacent property.
- D. Contractor shall maintain corridors, stairs, halls, and other exit-ways of building clear and free of debris and obstructions at all times.
- E. No one other than those directly involved in the demolition and construction, or specifically designated by the District or the Architect shall be permitted in the areas of work during demolition and construction activities.

### **1.09 PROTECTION OF EXISTING STRUCTURES AND UTILITIES**

- A. The Drawings show above-grade and below-grade structures, utility lines, and other installations that are known or believed to exist in the area of the Work.

Contractor shall locate these existing installations before proceeding with excavation and other operations that could damage same; maintain them in service, where appropriate; and repair damage to them caused by the performance of the Work. Should damage occur to these existing installations, the costs of repair shall be at the Contractor's expense and made to the District's satisfaction.

- B. Contractor shall be alert to the possibility of the existence of additional structures and utilities. If Contractor encounters additional structures and utilities, Contractor will immediately report to the District for disposition of same as indicated in the General Conditions.

#### **1.10 UTILITY SHUTDOWNS AND INTERRUPTIONS**

- A. Contractor shall give the District a minimum of three (3) days written notice in advance of any need to shut off existing utility services or to effect equipment interruptions. The District will set exact time and duration for shutdown, and will assist Contractor with shutdown. Work required to re-establish utility services shall be performed by the Contractor. Contractor to provide, at their own expense, temporary services to any and all areas, buildings, etc. affected by utility interruptions.
- B. Contractor shall obtain District's written approval as indicated in the General Conditions in advance of deliveries of material or equipment or other activities that may conflict with District's use of the building(s) or adjacent facilities.

#### **1.11 STRUCTURAL INTEGRITY**

- A. Contractor shall be responsible for and supervise each operation and work that could affect structural integrity of various building elements, both permanent and temporary.
- B. Contractor shall include structural connections and fastenings as indicated or required for complete performance of the Work.

**PART 2 – PRODUCTS** Not Used.

**PART 3 – EXECUTION** Not Used.

END OF DOCUMENT

DOCUMENT 01025

**CHANGES IN THE WORK**

**CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS IN THE  
GENERAL CONDITIONS RELATED TO CHANGES AND/OR REQUESTS FOR  
CHANGES**

END OF DOCUMENT

DOCUMENT 01027

**APPLICATION FOR PAYMENT**

**CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS IN THE GENERAL CONDITIONS RELATED TO APPLICATIONS FOR PAYMENT AND/OR PAYMENTS.**

END OF DOCUMENT

## DOCUMENT 01030

**ALTERNATES AND UNIT PRICING****PART I – ALTERNATES****1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions;
- C. Bid Form and Proposal;
- D. Instruction to Bidders.

**1.02 DESCRIPTION**

- A. The following items of work include proposed modifications to, substitutions for, to and/or deletions from the various parts of the Work specified in other Sections of the Specifications. The acceptance or rejection of any of the alternates is strictly at the option of the District subject to District's acceptance of Contractor's stated prices contained in this Proposal.

**1.03 GENERAL**

- A. Where an item is omitted, or scope of Work is decreased, all Work pertaining to the item whether specifically stated or not, shall be omitted and where an item is added or modified or where scope of Work is increased, all Work pertaining to that required to render same ready for use on the Project in accordance with intention of Drawings and Specifications shall be included in an agreed upon price amount.

**1.04 BASE BID**

The Base Bid includes all work required to construct the Project completely and in accordance with the Contract Documents.



## **1.05 ALTERNATES**

### **A. Add Alternate 1. [FILL IN OR MODIFY AS APPROPRIATE]**

The above Alternate descriptions are general in nature and for reference purposes only. The Contract Documents, including, without limitation, the Drawings and Specifications, must be referred to for the complete scope of Work.

## **PART 2 - UNIT PRICING**

### **2.01 GENERAL**

Contractor shall completely state all required figures based on Unit Prices listed below. Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intention of Drawings and Specifications shall be included in an agreed upon price amount.

### **2.02 UNIT PRICES**

Furnish unit prices for each of the named items on a square foot, lineal foot, or per each basis, as applies. Unit prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and supplier(s).

**[FILL IN OR MODIFY AS APPROPRIATE]**

END OF DOCUMENT

## DOCUMENT 01045

**CUTTING AND PATCHING****1. PART 1 – GENERAL****1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Inspector, Inspections, and Tests, Integration of Work, NonConforming Work, and Correction of Work, and Uncovering Work;
- B. Special Conditions;
- C. Hazardous Materials Procedures and Requirements;
- D. Hazardous Materials Certification;
- E. Lead-Based Paint Certification;
- F. Imported Materials Certification.

**1.02 CUTTING AND PATCHING:**

- A. Contractor shall be responsible for all cutting, fitting, and patching, including associated excavation and backfill, required to complete the Work or to:
  - (1) Make several parts fit together properly.
  - (2) Uncover portions of Work to provide for installation of ill-timed Work.
  - (3) Remove and replace defective Work.
  - (4) Remove and replace Work not conforming to requirements of Contract Documents.
  - (5) Remove Samples of installed Work as specified for testing.
  - (6) Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.

- (7) Attaching new materials to existing remodeling areas - - including painting (or other finishes) to match existing conditions.
- B. In addition to Contract requirements, upon written instructions from the District, Contractor shall uncover Work to provide for observations of covered Work in accordance with the Contract Documents; remove samples of installed materials for testing as directed by District; and remove Work to provide for alteration of existing Work.
- C. Contractor shall not cut or alter Work, or any part of it, in such a way that endangers or compromises the integrity of the Work, the Project, or work of others.

### **1.03 SUBMITTALS:**

- A. Prior to any cutting or alterations that may affect the structural safety of Project, or work of others, and well in advance of executing such cutting or alterations, Contractor shall submit written notice to District pursuant to the applicable notice provisions of the Contract Documents, requesting consent to proceed with the cutting or alteration, including the following:
  - (1) The Work of the District or other trades.
  - (2) Structural value or integrity of any element of Project.
  - (3) Integrity or effectiveness of weather-exposed or weather-resistant elements or systems.
  - (4) Efficiency, operational life, maintenance or safety of operational elements.
  - (5) Visual qualities of sight-exposed elements.
- B. Contractor's Request shall also include:
  - (1) Identification of Project.
  - (2) Description of affected Work.
  - (3) Necessity for cutting, alteration, or excavations.
  - (4) Affects of Work on District, other trades, or structural or weatherproof integrity of Project.
  - (5) Description of proposed Work:

- (a) Scope of cutting, patching, alteration, or excavation.
- (b) Trades that will execute Work.
- (c) Products proposed to be used.
- (d) Extent of refinishing to be done.
- (6) Alternates to cutting and patching.
- (7) Cost proposal, when applicable.
- (8) The scheduled date the Contractor intends to perform the Work and the duration of time to complete the Work.
- (9) Written permission of other trades whose Work will be affected.

#### **1.04 QUALITY ASSURANCE:**

- A. Contractor shall ensure that cutting, fitting, and patching shall achieve security, strength, weather protection, appearance for aesthetic match, efficiency, operational life, maintenance, safety of operational elements, and the continuity of existing fire ratings.
- B. Contractor shall ensure that cutting, fitting, and patching shall successfully duplicate undisturbed adjacent profiles, materials, textures, finishes, colors, and that materials shall match existing construction. Where there is dispute as to whether duplication is successful or has been achieved to a reasonable degree, the District's decision shall be final.

#### **1.05 PAYMENT FOR COSTS:**

- A. Cost caused by ill-timed or defective Work or Work not conforming to Contract Documents, including costs for additional services of the District, its consultants, including but not limited to the Construction Manager, the Architect, the Project Inspector(s), Engineers, and Agents, will be paid by Contractor and/or deducted from the Contract by the District.
- B. District shall only pay for cost of Work if it is part of the original Contract Price or if a change has been made to the contract in compliance with the provisions of the General Conditions. Cost of Work performed upon instructions from the District, other than defective or nonconforming Work, will be paid by District on approval of written Change Order. Contractor shall provide written cost proposals prior to proceeding with cutting and patching.

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS:**

- A. Contractor shall provide for replacement and restoration of Work removed. Contractor shall comply with the Contract Documents and with the Industry Standard(s), for the type of Work, and the Specification requirements for each specific product involved. If not specified, Contractor shall first recommend a product of a manufacturer or appropriate trade association for approval by the District.
- B. Materials to be cut and patched include those damaged by the performance of the Work.

## **PART 3 – EXECUTION**

### **3.01 INSPECTION:**

- A. Contractor shall inspect existing conditions of the Site and the Work, including elements subject to movement or damage during cutting and patching, excavating and backfilling. After uncovering Work, Contractor shall inspect conditions affecting installation of new products.
- B. Contractor shall report unsatisfactory or questionable conditions in writing to District as indicated in the General Conditions and shall proceed with Work as indicated in the General Conditions by District.

### **3.02 PREPARATION:**

- A. Contractor shall provide shoring, bracing and supports as required to maintain structural integrity for all portions of the Project, including all requirements of the Project.
- B. Contractor shall provide devices and methods to protect other portions of Project from damage.
- C. Contractor shall, provide all necessary protection from weather and extremes of temperature and humidity for the Project, including without limitation, any work that may be exposed by cutting and patching Work. Contractor shall keep excavations free from water.

### **3.03 ERECTION, INSTALLATION AND APPLICATION:**

- A. With respect to performance, Contractor shall:

- (1) Execute fitting and adjustment of products to provide finished installation to comply with and match specified tolerances and finishes.
  - (2) Execute cutting and demolition by methods that will prevent damage to other Work, and provide proper surfaces to receive installation of repairs and new Work.
  - (3) Execute cutting, demolition excavating, and backfilling by methods that will prevent damage to other Work and damage to settlement.
- B. Contractor shall employ original installer or fabricator to perform cutting and patching for:
- (1) Weather-exposed surfaces and moisture-resistant elements such as roofing, sheet metal, sealants, waterproofing, and other trades.
  - (2) Sight-exposed finished surfaces.
- C. Contractor shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes as shown or specified in the Contract Documents including, without limitation, the Drawings and Specifications.
- D. Contractor shall fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Contractor shall conform to all Code requirements for penetrations or the Drawings and Specifications, whichever calls for a higher quality or more thorough requirement. Contractor shall maintain integrity of both rated and non-rated fire walls, ceilings, floors, etc.
- E. Contractor shall restore Work which has been cut or removed. Contractor shall install new products to provide completed Work in accordance with requirements of the Contract Documents and as required to match surrounding areas and surfaces.
- F. Contractor shall refinish all continuous surfaces to nearest intersection as necessary to match the existing finish to any new finish.

END OF DOCUMENT

## DOCUMENT 01050

**FIELD ENGINEERING****PART 1 - GENERAL****1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Site Investigation, and Soils Investigation Report;
- B. Special Conditions;
- C. Site-Visit Certification.

**1.02 REQUIREMENTS INCLUDED:**

- A. Contractor shall provide and pay for field engineering services required for the project, including, without limitations:
  - (1) Survey work required in execution of the Project.
  - (2) Civil or other professional engineering services specified, or required to execute Contractor's construction methods.

**1.03 QUALIFICATIONS OF SURVEYOR OR ENGINEERS:**

- A. Contractor shall only use a qualified licensed engineer or registered land surveyor, to whom District makes no objection.

**1.04 SURVEY REFERENCE POINTS:**

- A. Existing basic horizontal and vertical control points for the Project are those designated on the Drawings.
- B. Contractor shall locate and protect control points prior to starting Site Work and preserve all permanent reference points during construction. In addition Contractor shall:
  - (1) Make no changes or relocation without prior written notice to District and Architect.

- (2) Report to District and Architect when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
- (3) Require surveyor to replace Project control points based on original survey control that may be lost or destroyed.

#### **1.05 RECORDS:**

- A. Contractor shall maintain a complete, accurate log of all control and survey work as it progresses.

#### **1.06 SUBMITTALS:**

- A. Contractor shall submit name and address of Surveyor and Professional Engineer to District and Architect prior to its/their work on the Project.
- B. On request of District and Architect, Contractor shall submit documentation to verify accuracy of field engineering work, at no additional cost to the District.
- C. Contractor shall submit a certificate signed by registered engineer or surveyor certifying that elevations and locations of improvements are in conformance or nonconformance with Contract Documents.

### **PART 2 – PRODUCTS**

Not Used.

### **PART 3 - EXECUTION**

- 3.01 Contractor is responsible for meeting all applicable codes, OSHA, safety and shoring requirements.
- 3.02 Contractor is responsible for any re-surveying required by correction of nonconforming work.

END OF DOCUMENT



## DOCUMENT 01060

**REGULATORY REQUIREMENTS****PART 1 - GENERAL****1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Obtaining of Permits and Licenses and Work To Comply With All Applicable Regulations;
- B. Special Conditions;
- C. Quality Control.

**1.02 DESCRIPTION:**

- A. This section covers the general requirements for regulatory requirements pertaining to the Work and is supplementary to all other regulatory requirements mentioned or referenced elsewhere in the Contract Documents.

**1.03 REQUIREMENTS OF REGULATORY AGENCIES:**

- A. All statutes, ordinances, laws, rules, codes, regulations, standards, and the lawful orders of all public authorities having jurisdiction of the Work, are hereby incorporated into these Contract Documents as if repeated in full herein and are intended to be included in any reference to Code or Building Code, unless otherwise specified, including, without limitation, the references in the list below. Contractor shall make available at the Site copies of all the listed documents applicable to the Work as the District and/or Architect may request, including, without limitation, applicable portions of the California Code of Regulations ("CCR").
- B. This Project shall be governed by applicable regulations, including, without limitation, the State of California's Codes Section Group 1, Chapter 4, Part 1, Title 24, CCR, and the most current version on the date the bids are opened and as it pertains to school construction including, without limitation:
  - (1) Test and testing laboratory per Section 4-335 (District shall pay for the testing laboratory).
  - (2) All special inspections per Section 4-333(c).

- (3) Contractor shall submit verified reports per Section 4-365 & 4-343(c).
  - (4) Administration
    - (a) Duties of the Architect & Engineers shall be per Section 4-333(a) & 4-341.
    - (b) Duties of the Contractor shall be per Section 4-343.
    - (c) Verified Reports per Section 4-336.
  - (5) Contractor shall keep and make available a copy of Part I and II of the most current version of Title 24 at the Site during construction.
  - (6) Contractor shall notify the Division of State Architect (“DSA”) upon the start of construction per Section 4-334.
  - (7) Addenda and Change Orders per Section 4-338.
- C. Items of deferred approval shall be clearly marked on the first sheet of the Architect’s and/or Engineer's approved Drawings. All items later submitted for approval shall be per Title 24 requirements to the DSA.
- (1) Building Standards Administrative Code, Part 1, Title 24, CCR
  - (2) California Building Code (CBC), Part 2, Title 24, CCR; (Uniform Building code volumes 1-3 and California Amendments).
  - (3) California Electrical Code (CEC), Part 3, Title 24, CCR; (National Electrical Code and California Amendments).
  - (4) California Mechanical Code (CMC), Part 4, Title 24, CCR; (Uniform Mechanical Code and California Amendments).
  - (5) California Plumbing Code (CPC), Part 5, Title 24, CCR; (Uniform Plumbing Code and California Amendments).
  - (6) California Fire Code (CFC), Part 9, Title 24, CCR; (Fire Plumbing Code and California Amendments).
  - (7) California Referenced Standards Code, Part 12, Title 24, CCR
  - (8) Title 19, CCR, Public Safety, State Fire Marshal Regulations.

- (9) Partial List of Applicable NFPA Standards:
  - (a) NFPA 13 - Automatic Sprinkler System.
  - (b) NFPA 14 - Standpipes Systems.
  - (c) NFPA 17A - Wet Chemical System
  - (d) NFPA 24 - Private Fire Mains.
  - (e) (California Amended) NFPA 72 - National Fire Alarm Codes.
  - (f) NFPA 253 - Critical Radiant Flux of Floor Covering System.
  - (g) FPA 2001 - Clean Agent Fire Extinguishing Systems.
- (10) California Division of the State Architect Interpretive Regulations.

**PART 2 – PRODUCTS** Not Used.

**PART 3 – EXECUTION** Not Used.

END OF DOCUMENT

## DOCUMENT 01065

**SITE STANDARDS****PART 1 – GENERAL****1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including without limitation, Site Access, Conditions, and Regulations;
- B. Special Conditions;
- C. Drug-Free Workplace Certifications;
- D. Criminal Background Investigation/Fingerprinting Certification
- E. Construction Facilities And Temporary Controls

**1.02 REQUIREMENTS OF ALBANY UNIFIED SCHOOL DISTRICT:****A. Drug-Free Schools:**

All school sites and other District Facilities have been declared “Drug-Free Zones”.

No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, or contractors are to use drugs on these sites.

The Contractor may designate a smoking area outside of District property within the public right-of-way, provided that this area remains quiet and unobtrusive to adjacent neighbors. This smoking area is to be kept clean at all times.

The Site shall be posted: "Non-Smoking Area" in a highly visible location.

**B. Language:**

Unacceptable and/or loud language will not be tolerated, "Cat calls" or other derogatory language toward students or public will not be allowed.

**C. Disturbing the Peace (Noise and Lighting):**

Contractor shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.

The use of radios, etc., shall be controlled to keep all sound at a level that cannot be heard beyond the immediate area of use.

If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

**D. Traffic:**

Driving on the Premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on-the Premises shall be five (5) miles per hour (maximum) or less if conditions require.

All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by District in advance. Any damage will be repaired to the pre-damaged condition by the Contractor.

The District shall designate a construction entry to the Site. If Contractor requests, the District determines it is required, and to the extent possible, the District shall designate a staging area so as not to interfere with the normal functioning of school facilities. Location of gates and fencing shall be approved in advance with the District and at Contractor's expense.

Parking areas shall be reviewed and approved by District in advance. No parking is to occur under the drip line of trees or in areas that could otherwise be damaged.

**E. Conclusion:**

All of the above shall be observed and complied with by the Contractor and all workers on the Job Site. Failure to follow these directives could result in individual(s) being suspended or removed from the work force at the discretion of the District.

The same rules and regulations shall apply equally to delivery personnel, inspectors, consultants, and other visitors to the Site.

END OF DOCUMENT

## DOCUMENT 01070

**ABBREVIATIONS****PART 1 – GENERAL****1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions including without limitation, Definitions
- B. Special Conditions

**1.02 DOCUMENT INCLUDES:**

- A. Abbreviations used throughout the Contract Documents.
- B. Reference to a technical society, organization, or body is by abbreviation, as follows:

1.	AA	Aluminum Association
2.	AAMA	Architectural Aluminum Manufacturers Association
3.	AASHTO	American Association of State Highway and Transportation Officials
4.	ABPA	Acoustical and Board Products Association
5.	ACI	American Concrete Institute
6.	AGA	American Gas Association
7.	AGC	Associated General Contractors
8.	AHC	Architectural Hardware Consultant
9.	AI	Asphalt Institute
10.	AIA	American Institute of Architects
11.	AIEE	American Institute of Electrical Engineers
12.	AISC	American Institute of Steel Construction
13.	AISI	American Iron and Steel Institute
14.	AMCA	Air Moving and Conditioning Association
15.	ANSI	American National Standards Institute
16.	APA	American Plywood Association
17.	ARI	Air Conditioning and Refrigeration Institute
18.	ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
19.	ASME	American Society of Mechanical Engineers
20.	ASSE	American Society of Structural Engineers

21.	ASTM	American Society of Testing and Materials
22.	AWPB	American Wood Preservers Bureau
23.	AWPI	American Wood preservers Institute
24.	AWS	American Welding Society
25.	AWSC	American Welding Society Code
26.	AWI	Architectural Woodwork Institute
27.	AWWA	American Water Works Association
28.	BIA	Brick Institute of America
29.	CCR	California Code of Regulations
30.	CLFMI	Chain Link Fence Manufacturers Institute
31.	CMG	California Masonry Guild
32.	CRA	California Redwood Association
33.	CRSI	Concrete Reinforcing Steel Institute
34.	CS	Commercial Standards
35.	CSI	Construction Specifications Institute
36.	CTI	Cooling Tower Institute
37.	FGMA	Flat Glass Manufacturer's Association
38.	FIA	Factory Insurance Association
39.	FM	Factory Mutual
40.	FS	Federal Specification
41.	FTI	Facing Title Institute
42.	GA	Gypsum Association
43.	ICBO	International Conference of Building Officials
44.	IEEE	Institute of Electrical and Electronic Engineers
45.	IES	Illumination Engineering Society
46.	LIA	Lead Industries Association
47.	MIA	Marble Institute of America
48.	MLMA	Metal Lath Manufacturers Association
49.	MS	Military Specifications
50.	NAAMM	National Association of Architectural Metal Manufacturers
51.	NBHA	National Builders Hardware Association
52.	NBFU	National Board of Fire Underwriters
53.	NBS	National Bureau of Standards
54.	NCMA	National Concrete Masonry Association
55.	NEC	National Electrical Code
56.	NEMA	National Electrical Manufacturers Association
57.	NFPA	National Fire Protection Association/National Forest Products Association
58.	NMWIA	National Mineral Wool Insulation Association
59.	NTMA	National Terrazzo and Mosaic Association
60.	NWMA	National Woodwork Manufacturer's Association
61.	ORS	Office of Regulatory Services (California)
62.	OSHA	Occupational Safety and Health Act
63.	PCI	Precast Concrete Institute

64.	PCA	Portland Cement Association
65.	PDCA	Painting and Decorating Contractors of America
66.	PDI	Plumbing Drainage Institute
67.	PEI	Porcelain Enamel Institute
68.	PG&E	Pacific Gas & Electric Company
69.	PS	Product Standards
70.	SDI	Steel Door Institute; Steel Deck Institute
71.	SJI	Steel Joist Institute
72.	SSPC	Steel Structures Painting Council
73.	TCA	Tile Council of America
74.	TPI	Truss Plate Institute
75.	UBC	Uniform Building Code
76.	UL	Underwriters Laboratories Code
77.	UMC	Uniform Mechanical Code
78.	USDA	United States Department of Agriculture
79.	VI	Vermiculite Institute
80.	WCLA	West Coast Lumberman's Association
81.	WCLB	West Coast Lumber Bureau
82.	WEUSER	Western Electric Utilities Service Engineering Requirements
83.	WIC	Woodwork Institute of California
84.	WPOA	Western Plumbing Officials Association

END OF DOCUMENT



## DOCUMENT 01090

**GENERAL DEFINITIONS AND REFERENCES****PART 1 - GENERAL****1.01 RELATED DOCUMENTS AND PROVISION**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions including without limitation, Definitions;
- B. Special Conditions;

**1.02 QUALITY ASSURANCE:**

- A. For products or workmanship specified by association, trade, or Federal Standards, Contractor shall comply with requirements of the standard, except when more rigid requirements are specified in the Contract Documents, or are required by applicable codes.
- B. Contractor shall conform to current reference standard publication date in effect on the date of bid opening.
- C. Contractor shall obtain copies of standards unless specifically required not to by the Contract Documents.
- D. Contractor shall maintain a copy of all standards at jobsite during submittals, planning, and progress of the specific Work, until final completion, unless specifically required not to by the Contract Documents.
- E. Should specified reference standards conflict with Contract Documents, Contractor shall request clarification from the District and./or the Architect before proceeding.
- F. The contractual relationship of the parties to the Contract shall not be altered from the contractual relationship as indicated in the Contract Documents by mention or inference otherwise in any referenced document.
- G. Governing Codes shall be as shown in the Contract Documents including, without limitation, the Specifications.

**1.03 SCHEDULE OF REFERENCES:**

AA	Aluminum Association 900 19 <sup>th</sup> Street NW, Suite 300 Washington, DC 20006	202/862-5100
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[www.aluminum.org](http://www.aluminum.org)

AABC	Associated Air Balance Council 1518 K Street, NW, Suite 503 Washington, DC 20005 <a href="http://www.aabchq.com">www.aabchq.com</a>	202/737-0202
AAMA	American Architectural Manufacturers Association 1827 Walden Office Sq., Suite 104 Schaumburg, IL 60173-4268 <a href="http://www.aamanet.org">www.aamanet.org</a>	847/303-5664
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, Suite 249 Washington, DC 20001 <a href="http://www.aashto.org">www.aashto.org</a>	202/624-5800
AATCC	American Association of Textile Chemists and Colorists P.O. Box 12215 One Davis Drive Research Triangle Park, NC 27709-2215 <a href="http://www.aatcc.org">www.aatcc.org</a>	919/549-8141
ACI	American Concrete Institute P.O. Box 9094 Farmington Hills, MI 48333-9094 <a href="http://www.aci-int.org">www.aci-int.org</a>	248/848-3700
ACPA	American Concrete Pipe Association 222 West Las Colinas Blvd., Suite 641 Irving, TX 75039-5423 <a href="http://www.concrete-pipe.org">www.concrete-pipe.org</a>	972/506-7216
ADC	Air Diffusion Council 11 South LaSalle St., Suite 1400 Chicago, IL 60603	312/201-0101
AFPA	American Forest and Paper Association 1111 19th St., NW, Suite 800 Washington, DC 20036	202/463-2700
AGA	American Gas Association 1515 Wilson Blvd. Arlington VA 22209 <a href="http://www.aga.com">www.aga.com</a>	703/841-8400

AHA	American Hardboard Association 1210 W. Northwest Hwy Palatine, IL 60067-1897	847/934-8800
AI	Asphalt Institute Research Park Drive P.O. Box 14052 Lexington, KY 40512-4052 <a href="http://www.asphaltinstitute.org">www.asphaltinstitute.org</a>	606/288-4960
AIA	The American Institute of Architects 1735 New York Avenue, NW Washington, DC 20006-5292 <a href="http://www.aia.org">www.aia.org</a>	202/626-7300
AISC	American Institute of Steel Construction One East Wacker Drive, Suite 3100 Chicago, IL 60601-2001	800/644-2400
AITC	American Institute of Timber Construction 7012 S. Revere Pkwy., Suite 140 Englewood, CO 80112 <a href="http://www.aite-glulam.org">www.aite-glulam.org</a>	303/792-9559
ALCA	Associated Landscape Contractors of America 12200 Sunrise Valley Drive, Suite 150 Reston, VA 20191 <a href="http://www.alca.org">www.alca.org</a>	703/620-6363
ALI	Associated Laboratories, Inc. P.O. Box 152837 1323 Wall St. Dallas, TX 75315	214/565-0593
ALSC	American Lumber Standards Committee P.O. Box 210 Germantown, MD 20875	301/972-1700
AMCA	Air Movement and Control Association International, Inc. 30 W. University Drive Arlington Heights, IL 60004-1893 <a href="http://www.amca.org">www.amca.org</a>	847/394-0150
ANLA	American Nursery and Landscape Association 1250 Eye Street, NW, Suite 500 Washington, DC 20005	202/789-2900

ANSI	American National Standards Institute 11 West 42nd Street, 13th Floor New York, NY 10036-8002 <a href="http://www.ansi.org">www.ansi.org</a>	212/642-4900
APA	APA-The Engineered Wood Association P.O. Box 11700 Tacoma, WA 98411-0700 <a href="http://www.apawood.org">www.apawood.org</a>	206/565-6600
APA	Architectural Precast Association P.O. Box 08669 Fort Myers, FL 33908-0669	941/454-6989
ARI	Air Conditioning and Refrigeration Institute 4301 Fairfax Drive, Suite 425 Arlington, VA 22203 <a href="http://www.ari.org">www.ari.org</a>	703/524-8800
ARMA	Asphalt Roofing Manufacturers Association Center Park 4041 Powder Mill Road, Suite 404 Calverton, MD 20705	301/231-9050
ASA	Acoustical Society of America 500 Sunnyside Blvd. Woodbury, NY 11797	516/576-2360
ASCE	American Society of Civil Engineers- World Headquarters 1801 Alexander Bell Drive Reston, VA 20190-4400 <a href="http://www.asce.org">www.asce.org</a>	800/548-2723 703/295-6000
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers 1791 Tullie Circle, NE Atlanta, GA 30329-2305 <a href="http://www.ashrae.org">www.ashrae.org</a>	800/527-4723 404/636-8400
ASLA	American Society of Landscape Architects 4401 Connecticut Ave., NW, 5th Floor Washington, DC 20008-2369 <a href="http://www.asla.org">www.asla.org</a>	202/686-2752
ASME	American Society of Mechanical Engineers 345 East 47 <sup>th</sup> Street New York, NY 10017-2392 <a href="http://www.asme.org">www.asme.org</a>	800/434-2763

ASPE	American Society of Plumbing Engineers 3617 Thousand Oaks Blvd., Suite 210 Westlake, CA 91362-3649	805/495-7120
ASQC	American Society for Quality Control 611 E. Wisconsin Avenue Milwaukee, WI 53201-3005 <a href="http://www.asqc.org">www.asqc.org</a>	800/248-1946 414/272-8575
ASSE	American Society of Sanitary Engineering 28901 Clemens Road Westlake, OH 44145 <a href="http://www.asse-plumbing.org">www.asse-plumbing.org</a>	216/835-3040
ASTM	American Society for Testing and Materials 100 Barr Harbor Drive West Conshohocken, PA 19428-2959 <a href="http://www.astm.org">www.astm.org</a>	610/832-9500
AWCI	Association of the Wall and Ceiling Industries--International 307 E. Annandale Road, Suite 200 Falls Church, VA 22042-2433 <a href="http://www.awci.org">www.awci.org</a>	703/534-8300
AWPA	American Wood-Preservers' Association 3246 Fall Creek Highway, Suite 1900 Granbury, TX 76049-7979	817/326-6300
AWS	American Welding Society 550 NW LeJeune Road Miami, FL 33126 <a href="http://www.amweld.org">www.amweld.org</a>	800/443-9373 305/443-9353
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235 <a href="http://www.awwa.org">www.awwa.org</a>	800/926-7337 303/794-7711
BHMA	Builders' Hardware Manufacturers Association 355 Lexington Avenue, 17th Floor New York, NY 10017-6603	212/661-4261
CBM	Certified Ballast Manufacturers Association 1422 Euclid Avenue, Suite 402 Cleveland, OH 44115-2094	216/241-0711

CGA	Compressed Gas Association 1725 Jefferson Davis Hwy, Suite 1004 Arlington, VA 22202-4102 <a href="http://www.cganet.com">www.cganet.com</a>	703/412-0900
CISCA	Ceilings & Interior Systems Construction Association 1500 Lincoln Hwy, Suite 202 St. Charles, IL 60174 <a href="http://www.cisca.org">www.cisca.org</a>	630/584-1919
CISPI	Cast Iron Soil Pipe Institute 5959 Shallowford Road, Suite 419 Chattanooga, TN 37421	423/892-0137
CPSC	Consumer Product Safety Commission East West Towers 4330 East-West Hwy. Bethesda, MD 20814	800/638-2772
CPPA	Corrugated Polyethylene Pipe Association 432 N. Superior Street Toledo, OH 43604	800/510-2772 419/241-2221
CRA	California Redwood Association 405 Enfrente Drive, Suite 200 Novato, CA 94949	415/382-0662
CRI	Carpet and Rug Institute 310 S. Holiday Avenue Dalton, GA 30722-2048 <a href="http://www.carpet-rug.com">www.carpet-rug.com</a>	800/882-8846 706/278-3176
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173-4758 <a href="http://www.crsi.org">www.crsi.org</a>	847/517-1200
CTI	Ceramic Tile Institute of America 12061 W. Jefferson Blvd. Culver City, CA 90230-6219	310/574-7800
DHI	Door and Hardware Institute 14170 Newbrook Drive Chantilly, VA 20151-2223 <a href="http://www.dhi.org">www.dhi.org</a>	703/222-2010

DIPRA	Ductile Iron Pipe Research Association 245 Riverchase Pkwy East, Suite O Birmingham, AL 35244	205/988-9870
DOC	Department of Commerce 14 <sup>th</sup> Street and Constitution Avenue, NW Washington, DC 20230	202/482-2000
DOT	Department of Transportation 400 Seventh Street, SW Washington, DC 20590	202/366-4000
EJMA	Expansion Joint Manufacturers Association 25 N. Broadway Tarrytown, NY 10591-3201	914/332-0040
EPA	Environmental Protection Agency 401 M Street, SW Washington, DC 20460	202/260-2090
FCICA	Floor Covering Installation Contractors Association P.O. Box 948 Dalton, GA 30722-0948	706/226-5488
FM	Factory Mutual 1151 Boston-Providence Turnpike P.O. Box 9102 Norwood, MA 02062-9102 <a href="http://www.factorymutual.com">www.factorymutual.com</a>	781/255-4300
FS	Federal Specifications Unit (Available from GSA) 470 East L'Enfant Plaza, SW, Suite 8100 Washington, DC 20407	202/619-8925
GA	Gypsum Association 810 First Street NE, Suite 510 Washington, DC 20002 <a href="http://www.usg.com">www.usg.com</a>	202/289-5440
GANA	Glass Association of North America 3310 SW Harrison Street Topeka, KS 66611-2279 <a href="http://www.glasswebsite.com/gana">www.glasswebsite.com/gana</a>	913/266-7013

HMA	Hardwood Manufacturers Association 400 Penn Center Blvd., Suite 530 Pittsburgh, PA 15235-5605 <a href="http://www.hardwood.org">www.hardwood.org</a>	412/828-0770
HPVA	Hardwood Plywood and Veneer Association 1825 Michael Farraday Drive P.O. Box 2789 Reston, VA 22195-0789 <a href="http://www.hpva.org">www.hpva.org</a>	703/435-2900
IEEE	Institute of Electrical and Electronic Engineers 345 E. 47 <sup>th</sup> Street New York, NY 10017-2394 <a href="http://www.ieee.org">www.ieee.org</a>	800/678-4333 212/705-7900
IESNA	Illuminating Engineering Society of North America 120 Wall Street, 17th Floor New York, NY 10005-4001 <a href="http://www.iesna.org">www.iesna.org</a>	212/248-5000
ITS	Intertek Testing Services P.O. Box 2040607/753-6711 3933 US Route 11 Cortland, NY 13045-7902 <a href="http://www.itsglobal.com">www.itsglobal.com</a>	800/345-3851
LMA	Laminating Materials Association 116 Lawrence Street Hillsdale, NJ 07642-2730 <a href="http://www.lma.org">www.lma.org</a>	201/664-2700
MCAA	Mechanical Contractors Association of America 1385 Piccard Drive Rockville, MD 20850-4329	301/869-5800
ML/SFA	Metal Lath/Steel Framing Association (A Division of the NAAMM) 8 South Michigan Avenue, Suite 1000 Chicago, IL 60603	312/456-5590
MSS	Manufacturers Standardization Society for the Valve and Fittings Industry 127 Park Street, NE Vienna, VA 22180-4602	703/281-6613



NAA	National Arborist Association P.O. Box 1094603/673-3311 Amherst, NH 03031-1094 <a href="http://www.natlarb.com">www.natlarb.com</a>	800/733-2622
NAAMM	National Association of Architectural Metal Manufacturers 8 South Michigan Avenue, Suite 1000 Chicago, IL 60603 <a href="http://www.gss.net/naamm">www.gss.net/naamm</a>	312/782-5590
NAIMA	North American Insulation Manufacturers Association 44 Canal Center Plaza, Suite 310 Alexandria, VA 22314 <a href="http://www.naima.org">www.naima.org</a>	703/684-0084
NAPA	National Asphalt Pavement Association NAPA Building 5100 Forbes Blvd. Lanham, MD 20706-4413	301/731-4748
NCSPA	National Corrugated Steel Pipe Association 1255 23rd Street, NW, Suite 850 Washington, DC 20037 <a href="http://www.ncspa.org">www.ncspa.org</a>	202/452-1700
NEBB	National Environmental Balancing Bureau 8575 Grovemont Circle Gaithersburg, MD 20877-4121	301/977-3698
NECA	National Electrical Contractors Association 3 Bethesda Metro Center, Suite 1100 Bethesda, MD 20814-5372	301/657-3110
NEI	National Elevator Industry 185 Bridge Plaza North, Suite 310 Fort Lee, NJ 07024	201/944-3211
NEMA	National Electrical Manufacturers' Association 1300 N. 17 <sup>th</sup> Street, Suite 1847 Rosslyn, VA 22209 <a href="http://www.nema.org">www.nema.org</a>	703/841-3200
NFPA	National Fire Protection Association One Batterymarch Park P.O. Box 9101 Quincy, MA 02269-9101	800/344-3555 617/770-3000

[www.nfpa.org](http://www.nfpa.org)

NHLA	National Hardwood Lumber Association P.O. Box 34518 Memphis, TN 38184-0518 <a href="http://www.natlhardwood.org">www.natlhardwood.org</a>	901/377-1818
NIA	National Insulation Association 99 Canal Center Plaza, Suite 222 Alexandria, VA 22314 <a href="http://www.insulation.org">www.insulation.org</a>	703/683-6422
NPA	National Particleboard Association 18928 Premiere Court Gaithersburg, MD 20879-1569 <a href="http://www.pbmdf.com">www.pbmdf.com</a>	301/670-0604
NPCA	National Paint and Coatings Association 1500 Rhode Island Avenue, NW Washington, DC 20005-5597 <a href="http://www.paint.org">www.paint.org</a>	202/462-6272
NRCA	National Roofing Contractors Association O'Hare International Center 10255 W. Higgins Road, Suite 600 Rosemont, IL 60018-5607 <a href="http://www.roofonline.org">www.roofonline.org</a>	800/323-9545
NRMCA	National Ready Mixed Concrete Association 900 Spring Street Silver Spring, MD 20910 <a href="http://www.nrmca.org">www.nrmca.org</a>	301/587-1400
NSF	NSF International P.O. Box 130140 Ann Arbor, MI 48113-0140 <a href="http://www.nsf.org">www.nsf.org</a>	313/769-8010
NUSIG	National Uniform Seismic Installation Guidelines 12 Lahoma Court Alamo, CA 94526	510/946-0135
NWWDA	National Wood Window and Door Association 1400 E. Touhy Avenue, G-54 Des Plaines, IL 60018 <a href="http://www.nwwda.org">www.nwwda.org</a>	800/223-2301

SHA	Occupational Safety and Health Administration (U.S. Department of Labor) 200 Constitution Ave., NW Washington, DC 20210	202/219-8148
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077-1083 <a href="http://www.portcement.org">www.portcement.org</a>	847/966-6200
PDCA	Painting and Decorating Contractors of America 3913 Old Lee Hwy, Suite 33-B Fairfax, VA 22030 <a href="http://www.pdca.com">www.pdca.com</a>	800/332-7322 703/359-0826
PDI	Plumbing and Drainage Institute 45 Bristol Drive, Suite 101 South Easton, MA 02375	800/589-8956 508/230-3516
RFCI	Resilient Floor Covering Institute 966 Hungerford Drive, Suite 12-B Rockville, MD 20805-1714	301/340-8580
RIS	Redwood Inspection Service c/o California Redwood Association 405 Enfrente Drive, Suite 200 Novato, CA 94949-7206	415/382-0662
SDI	Steel Deck Institute P.O. Box 25 Fox River Grove, IL 60012 <a href="http://www.sdi.org">www.sdi.org</a>	847/462-1930
SDI	Steel Door Institute 30200 Detroit Road Cleveland, OH 44145-1967	216/889-0010
SMA	Stucco Manufacturers Association 14006 Ventura Blvd. Sherman Oaks, CA 91403	213/789-8733
SMACNA	Sheet Metal and Airconditioning Contractors National Association, Inc. P.O. Box 221230 Chantilly, VA 20151-1209 <a href="http://www.smacna.org">www.smacna.org</a>	703/803-2980

SPI	Society of the Plastics Industry, Inc. Spray Polyurethane Division 1801 K Street, NW, Suite 600K Washington, DC 20006 <a href="http://www.socplas.org">www.socplas.org</a>	800/951-2001 202/974-5200
SSPC	Steel Structures Painting Council 40 24th Street, 6th Floor Pittsburgh, PA 15222-4643	412/281-2331
TCA	Tile Council of America 100 Clemson Research Blvd. Anderson, SC 29625	864/646-8453
TPI	Turfgrass Producers International 1855-A Hicks Road Rolling Meadows, IL 60008	800/405-8873 847/705-9898
UL	Underwriters Laboratories, Inc. 333 Pfingston Road Northbrook, IL 60062 <a href="http://www.ul.com">www.ul.com</a>	800/704-4050 847/272-8800
UNI	Uni-Bell PVC Pipe Association 2655 Villa Creek Drive, Suite 155 Dallas, TX 75234 <a href="http://www.members.aol.com/unibell1">www.members.aol.com/unibell1</a>	972/243-3902
USDA	U.S. Department of Agriculture 14th St. and Independence Ave., SW Washington, DC 20250	202/720-8732
WA	Wallcoverings Association 401 N. Michigan Avenue Chicago, IL 60611-4267	312/644-6610
WCLIB	West Coast Lumber Inspection Bureau P.O. Box 23145 Portland, OR 97281-3145	503/639-0651
WCMA	Window Covering Manufacturers Association 355 Lexington Ave., 17th Floor New York, NY 10017-6603	212/661-4261
WIC	Woodwork Institute of California P.O. Box 980247 West Sacramento, CA 95798-0247	916/372-9943

WLPDIA	Western Lath/Plaster/Drywall Industries Association 8635 Navajo Road San Diego, CA 92119	619/466-9070
WMMPA	Wood Moulding & Millwork Producers Association 507 First Street Woodland, CA 95695 <a href="http://www.wmmpa.com">www.wmmpa.com</a>	800/550-7889 916/661-9591
WRI	Wire Reinforcement Institute 203 Loudoun Street, SW Leesburg, VA 20175-2718	703/779-2339
WWPA	Western Wood Products Association Yeon Building 522 S.W. 5th Avenue Portland, OR 97204-2122	503/224-3930

**PART 2 - PRODUCTS** Not Used.

**PART 3 - EXECUTION** Not Used.

END OF DOCUMENT

## DOCUMENT 01120

**ALTERATION PROJECT PROCEDURES****PART 1 – GENERAL****1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Integration of Work, Purchase of Materials and Equipment, Uncovering of Work and Non-conforming Work and Correction of Work and Trenches;
- B. Special Conditions.

**PART 2 - PRODUCTS****2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK:**

- A. New Materials: As specified in the Contract Documents including, without limitation, in the Specifications, Contractor shall match existing products, conditions, and work for patching and extending work.
- B. Type and Quality of Existing Products: Contractor shall determine by inspection, by testing products where necessary, by referring to existing conditions and to the Work as a standard.

**PART 3 - EXECUTION****3.01 EXAMINATION:**

- A. Contractor shall verify that demolition is complete and that areas are ready for installation of new Work.
- B. By beginning restoration Work, Contractor acknowledges and accepts the existing conditions.

**3.02 PREPARATION:**

- A. Contractor shall cut, move, or remove items as necessary for access to alterations and renovation Work. Contractor shall replace and restore these at completion.

- B. Contractor shall remove unsuitable material not as salvage unless otherwise indicated in the Contract Documents. Unsuitable material may include, without limitation, rotted wood, corroded metals, and deteriorated masonry and concrete. Contractor shall replace materials as specified for finished Work.
- C. Contractor shall remove debris and abandoned items from all areas of the Site and from concealed spaces.
- D. Contractor shall prepare surface and remove surface finishes to provide for proper installation of new Work and finishes.
- E. Contractor shall close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity. Contractor shall insulate ductwork and piping to prevent condensation in exposed areas. Contractor shall insulate building cavities for thermal and/or acoustical protection, as detailed.

### **3.03 INSTALLATION:**

- A. Contractor shall coordinate Work of all alternations and renovations to expedite completion and to accommodate District occupancy.
- B. Designated Areas and Finishes: Contractor shall complete all installations in all respects, including operational, mechanical work and electrical work.
- C. Contractor shall remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to original or specified condition.
- D. Contractor shall refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.
- E. Contractor shall install products as specified in the Contract Documents, including without limitation, the Specifications.

### **3.04 TRANSITIONS:**

- A. Where new Work abuts or aligns with existing, Contractor shall perform a smooth and even transition. Patched Work must match existing adjacent work in texture and appearance.
- B. When finished surfaces are cut so that a smooth transition with new Work is not possible, Contractor shall terminate existing surface along a straight line at a

natural line of division and make a recommendation for resolution to the District and the Architect for review and approval.

### **3.05 ADJUSTMENTS:**

- A. Where removal of partitions or walls results in adjacent spaces becoming one, Contractor shall rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
- B. Where a change of plane of 1/4 inch or more occurs, Contractor shall submit a recommendation for providing a smooth transition to the District and the Architect for review and approval.
- C. Contractor shall trim existing doors as necessary to clear new floor finish and refinish trim as required.
- D. Contractor shall fit Work at penetrations of surfaces.

### **3.06 REPAIR OF DAMAGED SURFACES:**

- A. Contractor shall patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- B. Contractor shall repair substrate prior to patching finish.

### **3.07 CULTIVATED AREAS AND OTHER SURFACE IMPROVEMENTS:**

- A. Cultivated or planted areas and other surface improvements which are damaged by actions of the Contractor shall be restored by Contractor to their original condition or better, where indicated.
- B. Contractor shall protect and replace, if damaged, all existing guard posts, barricades, and fences.
- C. Contractor shall give special attention to avoid damaging or killing trees, bushes and/or shrubs on the Premises and/or identified the Contract Documents, including without limitation, the Drawings.

### **3.08 FINISHES:**

- A. Contractor shall finish surfaces as specified in the Contract Documents, including without limitations, the provisions of all Divisions of the Specifications.



- B. Contractor shall finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, Contractor shall refinish entire surface to nearest intersections.

**3.09 CLEANING:**

- A. Contractor shall continually clean the Site and the Premises as indicated in the Contract Documents, including without limitation, the provisions in the General Conditions and the Specifications regarding cleaning.

END OF DOCUMENT

## SECTION 01200

**PROJECT MEETINGS****PART I – GENERAL****1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions
- B. Special Conditions

**1.02 PROGRESS MEETINGS:**

- A. Contractor shall schedule and hold regular weekly progress meetings after a minimum of one week's prior written notice of the meeting date and time to all Invitees as indicated below.
- B. Location: Contractor's field office.
- C. The Contractor shall notify and invite the following entities (“Invitees”):
  - (1) District Representative.
  - (2) Contractor.
  - (3) Contractor's Project Manager.
  - (4) Contractor's Superintendent.
  - (5) Subcontractors, as appropriate to the agenda of the meeting.
  - (6) Suppliers, as appropriate to the agenda of the meeting.
  - (7) Construction Manager, if any.
  - (8) Architect
  - (9) Engineer(s), if any and as appropriate to the agenda of the meeting.
  - (10) Others, as appropriate to the agenda of the meeting.

- D. The District's, the Architect's, and/or an engineer's Consultants will attend at their discretion, in response to the agenda.
- E. The District representative, the Construction Manager, and/or another District Agent shall take and distribute meeting notes to attendees and other concerned parties. If exceptions are taken to anything in the meeting notes, those exceptions shall be stated in writing to the District within five (5) working days following District's distribution of the meeting notes.

#### **1.04 PRE-INSTALLATION/PERFORMANCE MEETING:**

- A. Contractor shall schedule a meeting prior to the start of each of the following portions of the Work: cutting and patching of plaster and roofing, and other weather-exposed and moisture-resistant products. Contractor shall invite all Invitees to this meeting, and others whose work may affect or be affected by the quality of the cutting and patching work.
- B. Contractor shall review in detail prior to this meeting, the manufacturer's requirements and specifications, applicable portions of the Contract Documents, Shop Drawings, and other submittals, and other related work. At this meeting, invitees shall review and resolve conflicts, incompatibilities, or inadequacies discovered or anticipated.
- C. Contractor shall review in detail Project conditions, schedule, requirements for performance, application, installation, and quality of completed Work, and protection of adjacent Work and property.
- D. Contractor shall review in detail means of protecting the completed Work during the remainder of the construction period.

**PART 2 - PRODUCTS** Not Used.

**PART 3 - EXECUTION** Not Used.

END OF DOCUMENT

## DOCUMENT 01300

**SUBMITTALS****PART 1 - GENERAL****1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Contractor's Submittals and Schedules, Drawings and Specifications;
- B. Special Conditions.

**1.02 SECTION INCLUDES:**

- A. Definitions:
  - (1) Shop Drawings and Product Data are as indicated in the General Conditions and include, but are not limited to, fabrication, erection, layout and setting drawings, formwork and falsework drawings, manufacturers' standard drawings, descriptive literature, catalogues, brochures, performance and test data, wiring and control diagrams. In addition, these are other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment or systems and all positions conform to the requirement of the Contract Documents, including, without limitation, the Drawings.
  - (2) "Manufactured" applies to standard units usually mass-produced; "fabricated" means specifically assembled or made out of selected materials to meet design requirements. Shop Drawings shall establish the actual detail of manufactured or fabricated items, indicated proper relation to adjoining work and amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure.
  - (3) Manufacturer's Instructions: Where any item of Work is required by the Contract Documents to be furnished, installed, or performed, at a minimum, in accordance with a specified product manufacturer's instructions, the Contractor shall procure and distribute copies of these to the District, the Architect, and all other concerned parties and shall furnish, install, or perform the work, at a minimum, in accordance with those instructions.

- B. Samples, Shop Drawings, Product Data, and other items as specified, in accordance with the following requirements:
- (1) Contractor shall submit all Shop Drawings, Product Data, and Samples to the District, the Architect, the Project Inspector, and the Construction Manager.
  - (2) Contractor shall comply with all time frames herein and in the General Conditions and, in any case, shall submit required information in sufficient time to permit proper consideration and action before ordering any materials or items represented by such Shop Drawings, Product Data, and/or Samples.
  - (3) Contractor shall comply with all time frames herein and in the General Conditions and, in any case, shall allow sufficient time so that no delay occurs due to required lead time in ordering or delivery of any item to the Site. Contractor shall be responsible for any delay in progress of Work due to its failure to observe these requirements.
  - (4) Time for completion of Work shall not be extended on account of Contractor's failure to promptly submit Shop Drawings, Product Data, and/or Samples.
  - (5) Reference numbers on Shop Drawings shall have Architectural and/or Engineering Contract Drawings reference numbers for details, sections, and "cuts" shown on Shop Drawings. These reference numbers shall be in addition to any numbering system that Contractor chooses to use or has adopted as standard.
  - (6) When the magnitude or complexity of submittal material prevents a complete review within the stated time frame, Contractor shall make this submittal in increments to avoid extended delays.
  - (7) Contractor shall certify on submittals for review that submittals conform to Contract requirements. In event of any variance, Contractor shall specifically state in transmittal and on Shop Drawings, portions vary and require approval of a substitute. Also certify that Contractor-furnished equipment can be installed in allocated space.
  - (8) Unless specified otherwise, sampling, preparation of samples, and tests shall be in accordance with the latest standard of the American Society for Testing and Materials.
  - (9) Upon demand by Architect or District, Contractor shall submit samples of materials and/or articles for tests or examinations and consideration before Contractor incorporates same in Work. Contractor shall be solely responsible for delays due to sample(s) not being submitted in time to allow

for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples that are of value after testing will remain the property of Contractor.

C. Submittal Schedule:

- (1) Contractor shall prepare its proposed submittal schedule that is coordinated with the its proposed construction schedule and submit both to the District within ten (10) days after the date of the Notice to Proceed. Contractor's proposed schedules shall become the Project Construction Schedule and the Project Submittal Schedule after each is approved by the District.
- (2) Contractor is responsible for all lost time should the initial submittal be rejected, marked "revised and resubmit", etc.
- (3) All Submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those Submittals shall be forwarded to the District so as not to delay the Construction Schedule..

**1.03 SHOP DRAWINGS:**

- A. Contractor shall submit one reproducible transparency and six (6) opaque reproductions. The District will review and return the reproducible copy and one (1) opaque reproduction to Contractor.
- B. Before commencing installation of any Work, the Contractor shall submit and receive approval of all drawings, descriptive data, and material list(s) as required to accomplish Work.
- C. Review of Shop Drawings is regarded as a service to assist Contractor and in all cases original Contract Documents shall take precedence as outlined under General Conditions.
- D. No claim for extra time or payment shall be based on work shown on Shop Drawings unless the claim is noted on Contractor's transmittal letter accompanying Shop Drawings and Contractor has complied with all applicable provisions of the General Conditions, including, without limitation, provisions regarding changes and payment requires appropriate written approval is secured.
- E. District shall not review Shop Drawings for quantities of materials or number of items supplied.
- F. District's and/or Architect's review of Shop Drawing will be general. District and/or Architect review does not relieve Contractor of responsibility for accuracy, proper

fitting, construction of Work, furnishing of materials, or Work required by Contract Documents and not indicated on Shop Drawings. Shop Drawing reviewed by District and/or Architect is not to be construed as approving departures from Contract Documents.

- G. Review of Shop Drawings and Schedules does not relieve Contractor from responsibility for any aspect of those Drawings or Schedules that is a violation of local, County, State, or Federal laws, rules, ordinances, or rules and regulations of commissions, boards, or other authorities or utilities having jurisdiction.
- H. Before submitting Shop Drawings for review, Contractor shall check Shop Drawings of its subcontractors for accuracy, and confirm that all Work contiguous with and having bearing on other work shown on Shop Drawings is accurately drawn and in conformance with Contract Documents.
- I. Submitted drawings and details must bear stamp of approval of Contractor:
  - (1) Stamp and signature shall clearly certify that Contractor has checked Shop Drawings for compliance with Drawings.
  - (2) If Contractor submits a shop Drawing without an executed stamp of approval, or whenever it is evident (despite stamp) that Drawings have not been checked the District and/or Architect will not consider them and will return them to the Contractor for revision and resubmission. In that event, it will be deemed that Contractor has not complied with this provision and Contractor shall bear risk of all delays to same extent as if it had not submitted any Shop Drawings or details.
- J. Submission of Shop Drawings (in either original submission or when resubmitted with correction) constitutes evidence that Contractor has checked all information thereon and that it accepts and is willing to perform Work as shown.
- K. Contractor shall pay for cost of any changes in construction due to improper checking and coordination. Contractor shall be responsible for all additional costs, including coordination. Contractor shall be responsible for costs incurred by itself, the District, the Architect, the Project Inspector, the Construction Manager, any other Subcontractor or contractor, etc., due to improperly checked and/or coordination of submittals.
- L. Shop Drawings must clearly delineate the following information:
  - (1) Project name and address.
  - (2) Architect's name and project number.

- (3) Shop Drawing title, number, date, and scale.
  - (4) Names of Contractor, Subcontractor(s) and fabricator.
  - (5) Working and erection dimensions.
  - (6) Arrangements and sectional views.
  - (7) Necessary details, including complete information for making connections with other Work.
  - (8) Kinds of materials and finishes.
  - (9) Descriptive names of materials and equipment, classified item numbers, and locations at which materials or equipment are to be installed in the Work. Contractor shall use same reference identification(s) as shown on Contract Drawings.
- M. Contractor shall prepare composite drawings and installation layouts when required to solve tight field conditions.
- (1) Shop Drawings shall consist of dimensioned plans and elevations and must give complete information, particularly as to size and location of sleeves, inserts, attachments, openings, conduits, ducts, boxes, structural interferences, etc.
  - (2) Contractor shall coordinate these composite Shop Drawings and installation layouts in the field between itself and its Subcontractor(s) for proper relationship to the Work, the work of other trades, and the field conditions. The Contractor it submittal(s) shall, check and approve them before submission for final review.

#### **1.04 PRODUCT DATA OR NON REPRODUCIBLE SUBMITTALS:**

- A. Contractor shall submit manufacturer's printed literature in original form. Any fading type of reproduction will not be accepted. Contractor must submit a minimum of six (6) each, to the District. District shall return one (1) to the Contractor, who shall reproduce whatever additional copies it requires for distribution.
- B. Contractor shall submit six (6) copies of a complete list of all major items of mechanical, plumbing, and electrical equipment and materials in accordance with the approved Submittal Schedule, except as required earlier to comply with the approved Construction Schedule. Other items specified are to be submitted prior to commencing Work. Contractor shall submit items of like kind at one time in a neat and orderly manner. Partial lists will not be acceptable.



- C. Submittals shall include manufacturer's specifications, physical dimensions, and ratings of all equipment. Contractor shall furnish performance curves for all pumps and fans. Where printed literature describes items in addition to that item being submitted, submitted item shall be clearly marked on sheet and superfluous information shall be crossed out. If highlighting is used, Contractor shall mark all copies.
- D. Equipment submittals shall be complete and include space requirements, weight, electrical and mechanical requirements, performance data, and supplemental information that may be requested.

#### **1.05 SAMPLES:**

- A. Contractor shall submit for approval Samples as required and within the time frame in the Contract Documents. Materials such as concrete, mortar, etc., which require on-site testing will be obtained from Project Site.
- B. Contractor shall submit four (4) samples except where greater or lesser number is specifically required by Contract Documents including, without limitation, the Specifications.
  - (1) Samples must be of sufficient size and quality to clearly illustrate functional characteristics, with integrally related parts and attachment devices.
  - (2) Samples must show full range of texture, color, and pattern.
- C. Contractor shall make all Submittals, unless it has authorized Subcontractor(s) to submit and Contractor has notified the District in writing to this effect.
- D. Samples to be shipped prepaid or hand-delivered to the District.
- E. Contractor shall mark samples to show name of Project, name of Contractor submitting, Contract number and segment of Work where representative Sample will be used, all applicable Specifications Sections and documents, Contract Drawing Number and detail, and ASTM or FS reference, if applicable.
- F. Contractor shall not deliver any material to Site prior to receipt of District's and/or Architect's completed written review and approval. Contractor shall furnish materials equal in every respect to approved Samples and execute Work in conformance therewith.
- G. District's and/or Architect's review, acceptance, and/or approval of Sample(s) will not preclude rejections of any material upon discovery of defects in same prior to final acceptance of completed Work.

- H. After a material has been approved, no change in brand or make will be permitted.
- I. Contractor shall prepare its Submittal Schedule and submit Samples of materials requiring laboratory tests to specified laboratory for testing not less than ninety (90) days before such materials are required to be used in Work.
- J. Samples which are rejected must be resubmitted promptly after notification of rejection and be marked "Resubmitted Sample" in addition to other information required.
- K. Field Samples and Mock-Ups are to be removed by Contractor at District's direction:
  - (1) Size: As Specified.
  - (2) Furnish catalog numbers and similar data, as requested.

#### **1.06 REVIEW AND RESUBMISSION REQUIREMENTS:**

- A. The District will arrange for review of Sample(s), Shop Drawing(s), Product Data, and other submittal(s) by appropriate reviewer and return to Contractor as provided below within twenty one (21) days after receipt or within twenty one (21) days after receipt of all related information necessary for such review, whichever is later.
- B. One (1) copy of product or materials data will be returned to Contractor with the review status.
- C. Samples to be incorporated into the Work will be returned to Contractor, together with a written notice designating the Sample with the appropriate review status and indicating errors discovered on review, if any. Other Samples will not be returned, but the same notice will be given with respect thereto, and that notice shall be considered a return of the Sample.
- D. Contractor shall revise and resubmit any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) as required by the reviewer. Such resubmittals will be reviewed and returned in the same manner as original Sample(s), Shop Drawing(s), Product Data, and other submittal(s), within fourteen (14) days after receipt thereof or within fourteen (14) days after receipt of all related information necessary for such review.
- E. Contractor may proceed with any of the Work covered by Sample(s), Shop Drawing(s), Product Data, and other submittal(s) upon its return if designated as no exception taken, or revise as noted, provided the Contractor proceeds in accordance with the District and/or the Architect's notes and comments.

- F. Contractor shall not begin any of the work covered by a Sample(s), Shop Drawing(s), Product Data, and other submittal(s), designated as revise and resubmit or rejected, until a revision or correction thereof has been reviewed and returned to Contractor.
- G. Sample(s), Shop Drawing(s), Product Data, and other submittal(s) designated as revise and resubmit or rejected and requiring resubmittal, shall be revised or corrected and resubmitted to the District no later than fourteen (14) days or a shorter period as required to comply with the approved Construction Schedule, after its return to Contractor.
- H. Neither the review nor the lack of review of any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) shall waive any of the requirements of the Contract Documents, or relieve Contractor of any obligation thereunder.
- I. District's and/or Architect's review of Shop Drawings does not relieve the Contractor of responsibility for any errors that may exist. Contractor is responsible for the dimensions and design of adequate connections and details and for satisfactory construction of all the Work.

END OF DOCUMENT

## DOCUMENT 01400

**QUALITY CONTROL****PART 1 - GENERAL****1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Inspector, Inspections and Tests, Uncovering of Work and Non-conforming of Work and Correction of Work;
- B. Special Conditions.

**1.01 RELATED CODES:**

- A. The Work is governed by requirements of Title 24, California Code of Regulations (“CCR”), and the Contractor shall keep a copy of these available at the job Site for ready reference during construction.
- B. The Division of the State Architect (“DSA”) shall be notified at or before the start of construction.

**1.02 OBSERVATION AND SUPERVISION:**

- A. The District and Architect or their appointed representatives will review the Work and the Contractor shall provide facilities and access to the Work at all times as required to facilitate this review. Administration by the Architect and any consulting Structural Engineer will be in accordance with applicable regulations, including, without limitation, CCR, Part 1, Title 24, Section 4-341.
- B. One or more Project Inspector(s) approved by DSA and employed by or in contract with the District, referred to hereinafter as the “Project Inspector”, will observe the work in accordance with CCR, Part 1, Title 24, Sections 4-333(b) and 4-342:
  - (1) The Project Inspector shall have access to the Work wherever it is in preparation or progress for ascertaining that the Work is in accordance with the Contract Documents and all applicable code sections.. The Contractor shall provide facilities and access as required and shall provide assistance for sampling or measuring materials.

- (2) The Project Inspector will notify the District and Architect and call the attention of the Contractor to any observed failure of Work or material to conform to Contract Documents.
- (3) The Project Inspector shall observe and monitor all testing and inspection activities required.

The Contractor shall conform with all applicable laws as indicated in the Contract Documents, including, without limitation, to CCR, Part 1, Title 24, Section 4-343. The Contractor shall supervise and direct the Work and maintain a competent superintendent on the job who is authorized to act in all matters pertaining to the Work. The Contractor's superintendent shall also inspect all materials, as they arrive, for compliance with the Contract Documents. Contractor shall reject defective Work or materials immediately upon delivery or failure of the Work or material to comply with the Contract Documents. The Contractor shall submit verified reports as indicated in the Contract Documents, including, without limitation, the Specifications and as required by Part 1, Title 24, Section 4-336.

### **1.03 TESTING AGENCIES:**

- A. Testing agencies and tests shall be in conformance with the General Documents and the requirements of Part 1, Title 24, Section 4- 335.
- B. Testing and inspection in connection with earthwork shall be under the direction of the District's consulting soils engineer, if any, referred to hereinafter as the "Soils Engineer."
- C. Testing and inspection of construction materials and workmanship shall be performed by a qualified laboratory, referred to hereinafter as the "Testing Laboratory." The Testing Laboratory shall be under direction of an engineer registered in the State of California, shall conform to requirements of ASTM E329, and shall be employed by or in contract with the District.

### **1.04 TESTS AND INSPECTIONS:**

- A. The Contractor shall be responsible for notifying the District and Project Inspector of all required tests and inspections. Contractor shall notify the District and Project Inspector forty-eight (48) hours in advance of performing any Work requiring testing or inspection.
- B. The Contractor shall provide access to Work to be tested and furnish incidental labor, equipment, and facilities to facilitate all inspections and tests.
- C. The District will pay for first inspections and tests required by the "CCR", and other inspections or tests that the District and/or the Architect may direct to have made, including the following principal items:

- (1) Tests and observations for earthwork and pavings.
  - (2) Tests for concrete mix designs, including tests of trial batches.
  - (3) Tests and inspections for structural steel work.
  - (4) Field tests for framing lumber moisture content.
  - (5) Additional tests directed by the District that establish that materials and installation comply with the Contract Documents.
  - (6) Test and observation of welding and expansion anchors.
- D. The District may at its discretion, pay and back charge the Contractor for:
- (1) Retests or reinspections, if required, and tests or inspections required due to Contractor error or lack of required identifications of material.
  - (2) Uncovering of work in accordance with Contract Documents.
  - (3) Testing done on weekends, holidays, and overtime will be chargeable to the Contractor for the overtime portion.
  - (4) Testing done off Site.
- E. Testing and inspection reports and certifications:
- (1) If initially received by Contractor, Contractor shall provide to each of the following a copy of the agency or laboratory report of each test or inspection or certification.
    - a. The District;
    - b. The Construction Manager, if any;
    - c. The Architect;
    - d. The Consulting Engineer, if any;
    - e. Other Engineers on the Project, as appropriate;
    - f. The Project Inspector; and
    - g. The Contractor.

- (2) When the test or inspection is one required by the CCR, a copy of the report shall also be provided to the DSA.

## **PART 2 - PRODUCTS**

### **2.01 TYPE OF TEST AND INSPECTIONS (As Applies to the Project):**

**[THE FOLLOWING ARE EXAMPLES ONLY AND SHOULD BE REVISED WITH CONSULTATIONS WITH ARCHITECT.]**

- A. Slump Test  
ASTM C 143
- B. Concrete Tests  
Testing agency shall test concrete used in the work per the following paragraphs:
  - (1) Compressive Strength:
    - a. Minimum number of tests required: One (1) set of three (3) cylinders for each 100 cubic yards (Sec. 2604(h) 01) of concrete or major fraction thereof, placed in one (1) day. See Title 24, Section 2605(g).
    - b. Two cylinders of each set shall be tested at twenty-eight (28) days. One (1) cylinder shall be held in reserve and tested only when directed by the Architect or District.
    - c. Concrete shall test the minimum ultimate compressive strength in 28 days, as specified on the structural drawings.
    - d. In the event that the twenty-eight (28) day test falls below the minimum specified strength, the effective concrete in place shall be tested by taking cores in accordance with UBC Standard No. 26-13 and tested as required for cylinders.
    - e. In the event that the test on core specimens falls below the minimum specified strength, the concrete will be deemed defective and shall be removed and replaced upon such direction of the Architect, and in a manner acceptable to the Division of the State Architect.
- C. Reinforcing, Steel
- D. Structural Steel Per Title 24 and as noted:
  - (1) Material: Steel per Table in Title 24, Section 2712.

- (2) Qualification of Welders (UBC Std. 27-6).
- (3) Shop fabrication (Section 2712(d). Structural steel only).
- (4) Shop and field welding (Section 2712(e)).

END OF DOCUMENT



## DOCUMENT 01500

**CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS****PART 1 – GENERAL****1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions
- B. Special Conditions
- C. Site Standards

**1.02 TEMPORARY UTILITIES:**

- A. Electric Power and Lighting
  - (1) The District will furnish and pay for power during the course of the work to the extent power is available in the building(s) or on the Site. The Contractor shall be responsible for providing temporary facilities required to deliver that power service from its existing location in the building(s) or on the Site to point of intended use.
  - (2) Contractor shall verify characteristics of power available in building(s) or on the Site. Contractor shall take all actions required to make modifications where power of higher voltage or different phases of current are required. Contractor shall be fully responsible for providing that service and shall pay all costs required therefor.
  - (3) The Contractor shall furnish, wire for, install, and maintain temporary electrical lights wherever it is necessary to provide illumination for the proper performance and/or observation of the Work: a minimum of 20 foot-candles for rough work and 50 foot-candles for finish work.
- B. Heat and Ventilation
  - (1) Contractor shall provide temporary heat to maintain environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation and curing of materials, and to protect materials and finishes from damage due to improper temperature and

humidity conditions. Portable heaters shall be standard units complete with controls.

- (2) Contractor shall provide forced ventilation and dehumidification, as required, of enclosed areas for proper installation and curing of materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors, and gases.
- (3) Contractor shall pay the costs of installation, maintenance, operation, and removal of temporary heat and ventilation, including costs for fuel consumed, required for the performance of the Work.

C. Water

- (1) The District will furnish and pay for water during the course of the work to the extent water is then available in the building(s) or on the Site. The Contractor shall be responsible for providing temporary facilities required to deliver such utility service from its existing location in the building(s) or on the Site to point of intended use.
- (2) Contractor shall use backflow preventers on water lines at point of connection to District's water supply. Backflow preventers shall comply with requirements of Uniform Plumbing Code.
- (3) Contractor shall make potable water available for human consumption.

D. Sanitary Facilities

- (1) In accordance with applicable Cal-OSHA regulations, Contractor shall supply and maintain at his/her expense such toilets and other sanitary facilities (including hand washing facilities, per title 8, section 1527) as are necessary for use by workers employed at the job site. Such facilities shall be approved by the District. The facilities shall be maintained in a sanitary condition at all times and shall be left at the Site until removal is directed by the Inspector or Contractor completes all other work at the Site.
- (2) Use of toilet facilities in the Work under construction shall not be permitted except by consent of the Inspector and the District.

E. Telephone Service

- (1) Contractor shall arrange with local telephone service company for telephone service for the performance of the Work. Contractor shall, at a

minimum, provide in its field office one line for telephone and one line for fax machine.

- (2) Contractor shall pay the costs for telephone and fax lines installation, maintenance, service, and removal.

F. Fire Protection:

- (1) Contractor shall provide and maintain fire extinguishers and other equipment for fire protection. Such equipment shall be designated for use for fire protection only and shall comply with all requirements of the California Fire, State Fire Marshall and/or its designee.
- (2) Where on-site welding and burning of steel is unavoidable, Contractor shall provide protection for adjacent surfaces.

G. Trash Removal:

- (1) Contractor shall provide.

### **1.03 CONSTRUCTION AIDS:**

A. Plant and Equipment:

- (1) Contractor shall furnish, operate, and maintain a complete plant for fabricating, handling, conveying, installing, and erecting materials and equipment; and for conveyances for transporting workmen. Include elevators, hoists, debris chutes, and other equipment, tools, and appliances necessary for performance of the Work.
- (2) Contractor shall maintain plant and equipment in safe and efficient operating condition. Damages due to defective plant and equipment, and uses made thereof, shall be repaired by Contractor at no expense to the District.

- B. None of the District's tools and equipment shall be used by Contractor for the performance of the Work

### **1.04 BARRIERS AND ENCLOSURES:**

- A. Contractor shall obtain the District's written permission for locations and types of temporary barriers and enclosures, including fire-rated materials proposed for use, prior to their installation.

- B. Contractor shall provide and maintain temporary enclosures to prevent public entry and to protect persons using other buildings and portions of the Site and/or Premises, the public, and workers. Contractor shall also protect the Work and existing facilities from the elements, and adjacent construction and improvements, persons, and trees and plants from damage and injury from demolition and construction operations.
- C. Contractor shall provide site access to existing facilities for persons using other buildings and portions of the Site, the public, and for deliveries and other services and activities.
- D. Tree and Plant Protection:
  - (1) Contractor shall preserve and protect existing trees and plants on the Premises that are not designated or required to be removed, and those adjacent to the Premises.
  - (2) Contractor shall provide barriers to a minimum height of 4'-0" around each tree and plant, around each group of trees and plants, as applicable, in the proximity of demolition and construction operations.
  - (3) Contractor shall not park trucks, store materials, perform Work or cross over landscaped areas. Contractor shall not dispose of paint thinners, water from cleaning, plastering or concrete operations, or other deleterious materials in landscaped areas, storm drain systems, or sewers. Plant materials damaged as a result of the performance of the Work shall, at the option of the District and at Contractor's expense, either be replaced with new plant materials equal in size to those damaged or by payment of an amount representing the value of the damaged materials as determined by the District.
  - (4) Contractor shall remove soil that has been contaminated during the performance of the Work by oil, solvents, and other materials which could be harmful to trees and plants, and replace with good soil, at Contractor's expense

#### **1.05 SECURITY:**

- A. The Contractor shall be responsible for project security for materials, tools, equipment, supplies, and completed and partially completed Work.

#### **1.06 TEMPORARY CONTROLS:**

- A. Noise Control

- (1) Contractor acknowledges, that adjacent facilities may remain in operation during all or a portion of the Work period, and it shall take all reasonable precautions to minimize noise as required by applicable laws and the Contract Documents.
- (2) Notice of proposed noisy operations, including without limitation, operation of pneumatic demolition tools, concrete saws, and other equipment, shall be submitted to the District a minimum of forty-eight (48) hours in advance of their performance.

B. Noise and Vibration

- (1) Equipment and impact tools shall have intake and exhaust mufflers.
- (2) Contractor shall cooperate with District to minimize and/or seize the use of noisy and vibratory equipment if that equipment becomes objectionable by its longevity.

C. Dust and Dirt

- (1) Contractor shall conduct demolition and construction operations to minimize the generation of dust and dirt, and prevent dust and dirt from interfering with the progress of the Work and from accumulating in the Work and adjacent areas including, without limitation, occupied facilities.
- (2) Contractor shall periodically water exterior demolition and construction areas to minimize the generation of dust and dirt.
- (3) Contractor shall ensure that all hauling equipment and trucks carrying loads of soil and debris shall have their loads sprayed with water or covered with tarpaulins, and as otherwise required by local and state ordinance.
- (4) Contractor shall prevent dust and dirt from accumulating on walks, roadways, parking areas, and planting, and from washing into sewer and storm drain lines.

D. Water

Contractor shall not permit surface and subsurface water, and other liquids, to accumulate in or about the vicinity of the Premises. Should accumulation develop, Contractor shall control the water or other liquid, and suitably dispose of it by means of temporary pumps, piping, drainage lines, troughs, ditches, dams, or other methods.

E. Pollution

- (1) No burning of refuse, debris, or other materials shall be permitted on or in the vicinity of the Premises.
- (2) Contractor shall comply with applicable regulatory requirements and anti-pollution ordinances during the conduct of the Work including, without limitation, demolition, construction, and disposal operations.

F. Lighting:

- (1) If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

**1.07 JOB SIGN(S):**

A. General:

- (1) Contractor shall provide and maintain a Project identification sign with the design, text, and colors designated by the District and/or the Architect; locate sign as approved by the District.
- (2) Signs other than the specified Project sign and or signs required by law, for safety, or for egress, shall not be permitted, unless otherwise approved in advance by the District.

B. Materials:

- (1) Structure and Framing: Structurally sound, new or used wood or metal; wood shall be nominal 3/4-inch exterior grade plywood.
- (2) Sign Surface: Minimum 3/4-inch exterior grade plywood.
- (3) Rough Hardware: Galvanized.
- (4) Paint: Exterior quality, of type and colors selected by the District and/or the Architect.

C. Fabrication:

- (1) Contractor shall fabricate to provide smooth, even surface for painting.
- (2) Size: 4'-0" x 8'-0", unless otherwise indicated.

- (3) Contractor shall paint exposed surfaces of supports, framing, and surface material with exterior grade paint: one coat of primer and one coat of finish paint.
- (4) Text and Graphics: As indicated.

**1.08 PUBLICITY RELEASES:**

- A. Contractor shall not release any information, story, photograph, plan, or drawing relating information about the Project to anyone, including press and other public communications medium, including, without limitation, on website(s).

END OF DOCUMENT

## SECTION 01600

### **MATERIALS AND EQUIPMENT**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS AND PROVISIONS**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Purchase of Materials and Equipment;
- B. Special Conditions;
- C. Imported Materials Certification.

##### **1.02 MATERIAL AND EQUIPMENT**

- A. Only items approved by the District and/or Architect shall be used.
- B. Contractor shall submit lists of products and other product information in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.

##### **1.03 MATERIAL AND EQUIPMENT COLORS**

- A. The District and/or Architect will provide a schedule of colors.
- B. No individual color selections will be made until after approval of all pertinent materials and equipment and after receipt of appropriate samples in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.
- C. Contractor shall request priority in writing for any item requiring advance ordering to maintain the approved Construction Schedule.

##### **1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Contractor shall deliver manufactured materials in original packages, containers, or bundles (with seals unbroken), bearing name or identification mark of manufacturer.



- B. Contractor shall deliver fabrications in as large assemblies as practicable; where specified as shop-primed or shop-finished, package or crate as required to preserve such priming or finish intact and free from abrasion.
- C. Contractor shall store materials in such a manner as necessary to properly protect them from damage. Materials or equipment damaged by handling, weather, dirt, or from any other cause will not be accepted.
- D. Materials are not be acceptable that have been warehoused for long periods of time, stored or transported in improper environment, improperly packaged, inadequately labeled, poorly protected, excessively shipped, deviated from normal distribution pattern, or reassembled.
- E. Contractor shall store material so as to cause no obstructions of sidewalks, roadways, and underground services. Contractor shall protect material and equipment furnished under Contract.
- F. Contractor may store materials on Site with prior written approval by the District, all material shall remain under Contractor's control and Contractor shall remain liable for any damage to the materials. Should the Project Site not have storage area available, the Contractor shall provide for off-site storage at no cost to District.
- G. When any room in Project is used as a shop or storeroom, the Contractor shall be responsible for any repairs, patching, or cleaning necessary due to that use. Location of storage space shall be subject to prior written approval by District.

## **PART 2 - PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Manufacturers listed in various sections of Contract Documents are names of those manufacturers that are believed to be capable of supplying one or more of items specified therein.
- B. The listing of a manufacturer does not imply that every product of that manufacturer is acceptable as meeting the requirements of the Contract Documents.

### **2.02 FACILITIES AND EQUIPMENT**

- A. Contractor shall provide, install, maintain, and operate a complete and adequate facility for handling, the execution, disposal, and distribution of material and equipment as required for proper and timely performance of Work connected with Contract.

## **2.03 MATERIAL REFERENCE STANDARDS**

- A. Where material is specified solely by reference to “standard specifications” and if requested by District, Contractor shall submit for review data on actual material proposed to be incorporated into Work of Contract listing name and address of vendor, manufacturer, or producer, and trade or brand names of those materials, and data substantiating compliance with standard specifications.

## **PART 3 - EXECUTION**

### **3.01 WORKMANSHIP**

- A. Where not more specifically described in any other Contract Documents, workmanship shall conform to methods and operations of best standards and accepted practices of trade or trades involved and shall include items of fabrication, construction, or installation regularly furnished or required for completion (including finish and for successful operation, as intended).
- B. Work shall be executed by tradepersons skilled in their respective lines of Work. When completed, parts shall have been durably and substantially built and present a neat appearance.

### **3.02 COORDINATION**

- A. Contractor shall coordinate installation of Work so as to not interfere with installation of others. Adjustment or rework because of Contractor’s failure to coordinate will be at no additional cost to District.
- B. Contractor shall examine in-place work for readiness, completeness, fitness to be concealed or to receive other work, and in compliance with Contract Documents. Concealing or covering Work constitutes acceptance of additional cost which will result should in-place Work be found unsuitable for receiving other Work or otherwise deviating from the requirements of the Contract Documents.

### **3.03 COMPLETENESS**

- A. Contractor shall provide all portions of the Work, unless clearly stated otherwise, installed complete and operational with all elements, accessories, anchorages, utility connections, etc., in manner to assure well-balanced performance, in accordance with manufacturer's recommendations and by Contract Documents. For example, electric water coolers require water, electricity, and drain services; roof drains require drain system; sinks fit within countertop, etc. Terms such as "installed complete," "operable condition," "for use intended," "connected to all utilities," "terminate with proper cap," "adequately anchored," "patch and

refinish," "to match similar," should be assumed to apply in all cases, except where completeness of functional or operable condition is specifically stated as not required.

### **3.04 APPROVED INSTALLER OR APPLICATOR**

- A. Installation by a manufacturer's approved installer or applicator is an understood part of Specifications and only approved installer or applicator is to provide on-site Work where specified manufacturer has on-going program of approving (i.e. certifying, bonding, re-warranting) installers or applicators. Newly established relationships between a manufacturer and an installer or applicator who does not have other approved applicator work in progress or completed is not approved for this Project.

### **3.05 MANUFACTURER'S RECOMMENDATIONS**

- A. All installations shall be in accordance with manufacturer's published recommendations and specific written directions of manufacturer's representative. Should Contract Documents differ from recommendations of manufacturer or directions of his representative, Contractor shall analyze differences, make recommendations to the District and the Architect in writing, and shall not proceed until interpretation or clarification has been issued by the District and/or the Architect.

END OF DOCUMENT

## SECTION 01610

**DELIVERY, STORAGE AND HANDLING****PART 1 - GENERAL****1.01 RELATED DOCUMENTS AND PROVISIONS**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Site Access, Conditions and Requirements;
- B. Special Conditions.

**1.02 PRODUCTS**

- A. Products are as defined in the General Conditions.
- B. Contractor shall not use and/or reuse materials and/or equipment removed from existing Premises, except as specifically permitted by the Contract Documents.
- C. Contractor shall provide interchangeable components of the same manufacturer, for similar components.

**1.03 TRANSPORTATION AND HANDLING**

- A. Contractor shall transport and handle Products in accordance with manufacturer's instructions.
- B. Contractor shall promptly inspect shipments to confirm that Products comply with requirements, quantities are correct, and products are undamaged.
- C. Contractor shall provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

**1.04 STORAGE AND PROTECTION**

- A. Contractor shall store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Contractor shall store sensitive products in weather-tight, climate controlled enclosures.

- B. For exterior storage of fabricated Products, Contractor shall place on sloped supports, above ground.
- C. Contractor shall provide off-site storage and protection when Site does not permit on-site storage or protection.
- D. Contractor shall cover products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.
- E. Contractor shall store loose granular materials on solid flat surfaces in a well-drained area and prevent mixing with foreign matter.
- F. Contractor shall provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- G. Contractor shall arrange storage of Products to permit access for inspection and periodically inspect to assure Products are undamaged and are maintained under specified conditions.

**PART 2 – PRODUCTS** Not Used.

**PART 3 - EXECUTION** Not Used.

END OF DOCUMENT

## DOCUMENT 01630

**PRODUCT OPTIONS AND SUBSTITUTIONS****PART 1 - GENERAL****1.01 RELATED DOCUMENTS AND PROVISIONS**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Substitutions For Specified Items;
- B. Special Conditions.

**1.02 SUBSTITUTIONS OF MATERIALS AND EQUIPMENT:**

- A. Catalog numbers and specific brands or trade names followed by the designation "or equal" are used in conjunction with material and equipment required by the Specifications to establish the standards of quality, utility, and appearance required. Substitutions which are equal in quality, utility, and appearance to those specified may be reviewed subject to the provisions of the General Conditions.
- B. Wherever more than one manufacturer's product is specified, the first-named product is the basis for the design used in the work and the use of alternative-named manufacturers' products or substitutes may require modifications in that design. If such alternatives are proposed by Contractor and are approved by the District and/or the Architect, Contractor shall assume all costs required to make necessary revisions and modifications of the design resulting from the substitutions requested by the Contractor.
- C. When materials and equipment are specified by first manufacturer's name and product number, second manufacturer's name and "or approved equal," supporting data for the second product, if proposed by Contractor, shall be submitted in accordance with the requirements for substitutions.
- D. If the District and/or Architect, in reviewing proposed substitute materials and equipment, requires revisions or corrections to be made to previously accepted Shop Drawings and supplemental supporting data to be resubmitted, Contractor shall promptly do so. If any proposed substitution is judged by the District and/or Architect to be unacceptable, the specified material or equipment shall be provided.
- E. Samples may be required. Tests required by the District and/or Architect for the determination of quality and utility shall be made at the expense of Contractor, with acceptance of the test procedure first given by the District.

- F. In reviewing the supporting data submitted for substitutions, the District and/or Architect will use for purposes of comparison all the characteristics of the specified material or equipment as they appear in the manufacturer's published data even though all the characteristics may not have been particularly mentioned in the Contract Documents. If more than two (2) submissions of supporting data are required, the cost of reviewing the additional supporting data shall be borne by Contractor, and the District will deduct the costs from the Contract Price.

**PART 2 – PRODUCTS** Not Used.

**PART 3 – EXECUTION** Not Used.

END OF DOCUMENT

## DOCUMENT 01700

**CONTRACT CLOSEOUT AND FINAL CLEANING****PART 1 - GENERAL****1.01 RELATED DOCUMENTS AND PROVISIONS**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Completion of Work;
- B. Special Conditions;
- C. Construction Facilities and Temporary Controls.

**1.02 CLOSEOUT PROCEDURES**

Contractor shall comply with all closeout provisions as indicated in the General Conditions.

**1.03 FINAL CLEANING**

- A. Contractor shall execute final cleaning prior to final inspection.
- B. Contractor shall clean interior and exterior glass and surfaces exposed to view; remove temporary labels, tape, stains, and foreign substances, polish transparent and glossy surfaces, wax and polish new vinyl floor surfaces, vacuum carpeted and soft surfaces.
- C. Contractor shall clean equipment and fixtures to a sanitary condition.
- D. Contractor shall replace filters of operating equipment.
- E. Contractor shall clean debris from roofs, gutters, down spouts, and drainage systems.
- F. Contractor shall clean Site, sweep paved areas, and rake clean landscaped surfaces.
- G. Contractor shall remove waste and surplus materials, rubbish, and construction facilities from the Site.



#### **1.04 ADJUSTING**

- A. Contractor shall adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Record Documents and Shop Drawings: Contractor shall legibly mark each item to record actual construction, including:
  - (1) Measured depths of foundations in relation to finish floor datum.
  - (2) Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - (3) Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  - (4) Field changes of dimension and detail.
  - (5) Details not on original Contract Drawings.
  - (6) Changes made by modification(s).
  - (7) References to related Shop Drawings and modifications.
- C. District will provide one set of reproducible drawings to Contractor.
- D. Contractor shall submit all required documents to District and/or Architect prior to or with its final Application for Payment.

#### **1.05 INSTRUCTION OF DISTRICT PERSONNEL:**

- A. Before final inspection, at agreed upon times, Contractor shall instruct District's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. For equipment requiring seasonal operation, Contractor shall perform instructions for other seasons within six months.
- C. Contractor shall use operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

- D. Contractor shall prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.
- E. Contractor shall use operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

**1.06 SPARE PARTS AND MAINTENANCE MATERIALS:**

- A. Contractor shall provide products, spare parts, maintenance, and extra materials in quantities specified in the Specifications and in Manufacturer's recommendations.
- B. Contractor shall provide District all required Operation and Maintenance Data.

**PART 2 – PRODUCTS** Not used.

**PART 3 – EXECUTION** Not used.

END OF DOCUMENT

## DOCUMENT 01710

**RECORD DOCUMENTS****PART 1 - GENERAL****1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Documents on Work;
- B. Special Conditions.

**PART 2 - RECORD DRAWINGS****2.01 GENERAL:**

- A. As indicated in the Contract Documents, the District will provide Contractor with one set of reproducible (mylars) plans of the original Contract Drawings.
- B. Contractor shall maintain at each Project Site one set of marked-up blueline prints and each month, or as otherwise agreed, shall transfer all changes and information to those marked-up blueline prints. Contractor shall submit to the Project Inspector one set of reproducible vellums of the Project Record Drawings ("As-Builts") showing all changes incorporated into the Work since the preceding monthly submittal. The Record Drawings shall be available at the Project Site. The Contractor shall submit reproducible vellums at the conclusion of the Project following review of the blueline prints.
- C. Label and date each Record Drawing "RECORD DOCUMENT" in legibly printed letters.
- D. All deviations in construction, including but not limited to pipe and conduit locations and deviations caused by without limitation Change Orders, Construction Claim Directives, RFI's, and Addenda, shall be accurately and legibly recorded by Contractor.
- E. Locations and changes shall be done by Contractor in a neat and legible manner and, where applicable, indicated by drawing a "cloud" around the changed or additional information.

## **2.02 RECORD DRAWING INFORMATION:**

- A. Contractor shall record the following information:
  - (1) Locations of Work buried under or outside each building, including, without limitation, all utilities, plumbing and electrical lines, and conduits.
  - (2) Actual numbering of each electrical circuit.
  - (3) Locations of significant Work concealed inside each building whose general locations are changed from those shown on the Contract Drawings.
  - (4) Locations of all items, not necessarily concealed, which vary from the Contract Documents.
  - (5) Installed location of all cathodic protection anodes.
  - (6) Deviations from the sizes, locations, and other features of installations shown in the Contract Documents.
  - (7) Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stubouts, invert elevations, etc.
  - (8) Sufficient information to locate Work concealed in each building with reasonable ease and accuracy. In some instances, this may be by dimension, in others, it may be in relation to the spaces in the building near which it was installed.
- B. Contractor shall provide additional drawings as necessary for clarification.
- C. Contractor shall provide reproducible record drawings, made from final Shop Drawings marked "No Exceptions Taken" or "Approved as Noted."

## **PART 3 - RECORD SPECIFICATIONS**

### **3.01 GENERAL:**

- A. Contractor shall mark each section legibly to record manufacturer, trade name, catalog number, and supplier of each Product and item of equipment actually installed.

## **PART 4 - MAINTENANCE OF RECORD DOCUMENTS**

### **4.01 GENERAL**

- A. Contractor shall store Record Documents apart from documents used for construction:
  - (1) Provide files and racks for storage of Record Documents.
  - (2) Maintain Record Documents in a clean, dry, legible condition and in good order.
- B. Do not use Record Documents for construction purposes.

## **PART 5 – PRODUCTS Not Used.**

END OF DOCUMENT

## DOCUMENT 01730

**OPERATION AND MAINTENANCE DATA****PART 1 – GENERAL****1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Completion of the Work;
- B. Special Conditions.

**1.02 QUALITY ASSURANCE:**

- A. Contractor shall prepare instructions and data by personnel experienced in maintenance and operation of described products.

**1.03 FORMAT:**

- A. Contractor shall prepare data in the form of an instructional manual entitled “OPERATIONS AND MAINTENANCE MANUAL & INSTRUCTIONS” (“Manual”).
- B. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size. When multiple binders are used, Contractor shall correlate data into related consistent groupings.
- C. Cover: Contractor shall identify each binder with typed or printed title "OPERATION AND MAINTENANCE MANUAL & INSTRUCTIONS"; and shall list title of Project and identify subject matter of contents.
- D. Contractor shall arrange content by systems process flow under section numbers and sequence of Table of Contents of the Contract Documents.
- E. Contractor shall provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.
- F. Text: The content shall include Manufacturer's printed data, or typewritten data on 24 pound paper.
- G. Drawings: Contractor shall provide with reinforced punched binder tab and shall bind in with text; folding larger drawings to size of text pages.

**1.04 CONTENTS, EACH VOLUME:**

- A. Table of Contents: Contractor shall provide title of Project; names, addresses, and telephone numbers of the Architect, any engineers, subconsultants, Subcontractor(s), and Contractor with name of responsible parties; and schedule of products and systems, indexed to content of the volume.
- B. For Each Product or System: Contractor shall list names, addresses, and telephone numbers of Subcontractor(s) and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Contractor shall mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- D. Drawings: Contractor shall supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Contractor shall not use Project Record Documents as maintenance drawings.
- E. Text: The Contractor shall include any and all information as required to supplement product data. Contractor shall provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
- F. Warranties and Bonds: Contractor shall bind in one copy of each.

**1.05 MANUAL FOR MATERIALS AND FINISHES:**

- A. Building Products, Applied Materials, and Finishes: Contractor shall include product data, with catalog number, size, composition, and color and texture designations. Contractor shall provide information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Contractor shall include Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture Protection and Weather Exposed Products: Contractor shall include product data listing applicable reference standards, chemical composition, and details of installation. Contractor shall provide recommendations for inspections, maintenance, and repair.
- D. Additional Requirements: Contractor shall include all additional requirements as specified in the Specifications.

- E. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

#### **1.06 MANUAL FOR EQUIPMENT AND SYSTEMS:**

- A. Each Item of Equipment and Each System: Contractor shall include description of unit or system, and component parts and identify function, normal operating characteristics, and limiting conditions. Contractor shall include performance curves, with engineering data and tests, and complete nomenclature, and commercial number of replaceable parts.
- B. Panelboard Circuit Directories: Contractor shall provide electrical service characteristics, controls, and communications.
- C. Contractor shall include color coded wiring diagrams as installed.
- D. Operating Procedures: Contractor shall include start-up, break-in, and routine normal operating instructions and sequences. Contractor shall include regulation, control, stopping, shut-down, and emergency instructions. Contractor shall include summer, winter, and any special operating instructions.
- E. Maintenance Requirements: Contractor shall include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- F. Contractor shall provide servicing and lubrication schedule, and list of lubricants required.
- G. Contractor shall include manufacturer's printed operation and maintenance instructions.
- H. Contractor shall include sequence of operation by controls manufacturer.
- I. Contractor shall provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- J. Contractor shall provide control diagrams by controls manufacturer as installed.
- K. Contractor shall provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- L. Contractor shall provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.



- M. Contractor shall provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- N. Additional Requirements: Contractor shall include all additional requirements as specified in Specification(s).
- O. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

**1.08 INSTRUCTION OF DISTRICT PERSONNEL:**

**1.09 SUBMITTAL:**

- A. Contractor shall submit to the District for review two (2) copies of preliminary draft or proposed formats and outlines of the contents of the Manual within thirty (30) days of Contractor's start of Work.
- B. For equipment, or component parts of equipment put into service during construction and to be operated by District, Contractor shall submit draft content for that portion of the Manual within ten (10) days after acceptance of that equipment or component.
- C. Contractor shall submit two (2) copies of a complete Manual in final form prior to final Application for Payment. Copy will be returned with Architect/Engineer comments. Contractor must revise the content of the Manual as required by District prior to District's approval of Contractor's final Application for Payment.
- D. Contractor must submit two (2) copies of revised Manual in final form within ten (10) days after final inspection.

**PART 2 – PRODUCTS** Not Used.

**PART 3 – EXECUTION** Not Used.

END OF DOCUMENT

## DOCUMENT 01740

**WARRANTIES****PART 1 - GENERAL****1.01 RELATED DOCUMENTS AND PROVISIONS**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Warranty/Guarantee Information;
- B. Special Conditions.

**1.02 FORMAT**

- A. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size.
- B. Cover: Contractor shall identify each binder with typed or printed title "WARRANTIES" and shall list title of Project.
- C. Table of Contents: Contractor shall provide title of Project; name, address, and telephone number of Contractor and equipment supplier, and name of responsible principal. Contractor shall identify each item with the number and title of the specific Specification, document, provision, or section in which the name of the product or work item is specified.
- D. Contractor shall separate each warranty with index tab sheets keyed to the Table of Contents listing, providing full information and using separate typed sheets as necessary. Contractor shall list each applicable and/or responsible subcontractor(s), supplier(s), and/or manufacturer(s), with name, address, and telephone number of each responsible principal(s).

**1.03 PREPARATION:**

- A. Contractor shall obtain warranties, executed in duplicate by each applicable and/or responsible subcontractor(s), supplier(s), and manufacturer(s), within ten (10) days after completion of the applicable item or work. Except for items put into use with District's permission, Contractor shall leave date of beginning of time of warranty until the date of completion is determined.

- B. Contractor shall verify that documents are in proper form, contain full information, and are notarized, when required.
- C. Contractor shall co-execute submittals when required.
- D. Contractor shall retain warranties until time specified for submittal.

**1.04 TIME OF SUBMITTALS:**

- A. For equipment or component parts of equipment put into service during construction with District's permission, Contractor shall submit a draft warranty for that equipment or component within ten (10) days after acceptance of that equipment or component.
- B. Contractor shall submit for District approval all warranties and related documents within ten (10) days after date of completion. Contractor must revise the warranties as required by the District prior to District's approval of Contractor's final Application for Payment.
- C. For items of work delayed beyond date of completion, provide updated submittal within ten days after acceptance, listing the date of acceptance as start of warranty period.

**PART 2 - PRODUCTS** Not Used.

**PART 3 – EXECUTION** Not Used.

END OF DOCUMENT

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of February 27, 2018**

**ITEM:** **RESOLUTION 2017-18-14 AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATIONS BONDS IN AN AGGREGATE AMOUNT NOT TO EXCEED \$34,000,000 (MEASURE B) BONDS AND \$10,000,000 (MEASURE E) BONDS**

**PREPARED BY:** **ALLAN GARDE, CHIEF BUSINESS OFFICIAL**

**TYPE OF ITEM:** **REVIEW AND ACTION**

**PURPOSE:** To review and approve Resolution 2017-18-14 authorizing the second issuance and sale of Measure B and Measure E General Obligation Bonds approved by voters on June 7, 2016.

**BACKGROUND INFORMATION:** At the [February 13, 2018 Regular Board Meeting](#), the Board approved Resolution 2017-18-12, seeking a bonding capacity waiver from the State Board of Education. At the [November 8, 2016 Regular Board Meeting](#), the Board reviewed results from issuing the first series of bonds from Bond Measures B & E. At the [September 13, 2016 Regular Board Meeting](#), the Board approved the first issuance of bonds in an aggregate of \$32,500,000. At the [August 9, 2016 Regular Board Meeting](#), the Board reviewed and discussed tax rate information related to existing bonds and Measures B & E. At the [March 8, 2016 Regular Board Meeting](#), the Board approved the issuance and sale of refunding bonds in the aggregate amount not to exceed \$16,500,000. The savings generated to local tax payers, from this refunding bond, was 12.4% of the refunded bond par amount on a present value basis (Two percent higher than originally projected in January 2016).

**DETAILS:** Preliminary estimates of the second issuance for Measures B and E are noted below:

August 2016 - Original Projection				February 2018 - Projection			
	Principal	Interest	Total		Principal	Interest	Total
Series A in 2016	\$ 32,500,000	\$ 26,054,800	\$ 58,554,800	Series A in 2016	\$ 32,500,000	\$ 19,544,784	\$ 52,044,784
Series B in 2017	\$ 32,000,000	\$ 28,900,800	\$ 60,900,800	Series B in 2018	\$ 44,000,000	\$ 36,776,271	\$ 80,776,271
Series C in 2019	\$ 30,500,000	\$ 28,432,350	\$ 58,932,350	Series C in 2020	\$ 18,500,000	\$ 17,245,852	\$ 35,745,852
<b>Total</b>	<b>\$ 95,000,000</b>	<b>\$ 83,387,950</b>	<b>\$ 178,387,950</b>	<b>Total</b>	<b>\$ 95,000,000</b>	<b>\$ 73,566,907</b>	<b>\$ 168,566,907</b>
				<b>Current Projection Less Original Projection Equals Interest Payment Savings for Taxpayers</b>			
				<b>\$ (9,821,043)</b>			

The Resolution authorizing the issuance of the Bonds does three main things:

1. Authorizes the issuance and sale of not-to-exceed \$34,000,000 General Obligation Measure B bonds and the issuance and sale of not-to-exceed \$10,000,000 General Obligation Measure E bonds.
2. Approves forms of the contracts that the District will need to execute to accomplish the transaction.
3. Delegates to staff the responsibility for executing the transaction.

The forms of contracts that are approved by adopting the Resolution are not in final form. This is because certain information related to the terms of the bonds, including, but not limited to, the principal amount of bonds that will mature in each year, the interest rates on each maturity, the yield on each maturity, and the redemption provisions won't be available until the bonds are sold.

The resolution approves, in form, the following documents:

- **Paying Agent Agreement** – this document memorializes the terms of the bonds and provides for their payment. A separate agreement for Measure B and Measure E.
- **Bond Purchase Agreement** – this document is the agreement that memorializes the sale by the District of the General Obligation Bonds to the Underwriter. A separate agreement for Measure B and Measure E.
- **Continuing Disclosure Certificate** – this document articulates the District’s promise to provide annual information to the bond market via the Electronic Municipal Market Access (EMMA) system, and its promise to provide notice of certain events if and when they occur.

The Preliminary Official Statement will be brought to the Board in April for review and approval, prior to a planned issuance in May or June, pending State Board of Education approval of the District’s bonding capacity waiver application.

#### KEY QUESTIONS/ANSWERS:

1. Why issue bonds before finalizing which elementary project will go next?
  - a. Issuing \$44.0 million now provides increased flexibility, takes advantage of historically low interest rates, and reduces the amount we have to pay vendors to issue bonds. For example, issuing the first series of bonds in early October, instead of late October saved taxpayers over \$1.2M in reduced interest payments.
2. What if the State Board of Education denies the bonding capacity waiver application?
  - a. The State Board of Education recognizes the original bonding capacity limit is insufficient for today’s realities and requirements. It has revised, but not denied, waiver applications in the past. If a revision or denial takes place, an updated issuance plan would be brought to the Board. The waiver is on target for the May 10, 2018 State Board of Education Meeting.
3. How much will the increase be to taxpayers with this new issuance?
  - a. No increase in the rate per \$100,000 in assessed valuation, compared to the current year. The tax rate plan for these bonds will provide certainty to the community, ensure we can access these funds for needed facility projects, and control overall interest paid for these bonds.

#### FINANCIAL INFORMATION:

Albany Unified School District <i>SB 450 Disclosure Requirements</i>	Measure B	Measure E	Total /
	Series 2018B	Series 2018B	Combined
A) Estimated True Interest Cost	4.06%	3.47%	3.98%
B) Estimated Finance Charge	\$231,900	\$113,500	\$345,400
C) Estimated Net Proceeds	\$35,588,100	\$10,550,500	\$46,138,600
D) Estimated Total Debt Service	\$66,798,975	\$13,977,296	\$80,776,271

*Note: Based on current interest rate market.*

**STRATEGIC GOALS ADDRESSED:** This Board Item addresses



**Objective #1:** Assess and Increase Academic Success.

*Goal: We will provide a comprehensive educational experience with expanded opportunities for engagement, assessment, and academic growth so that all students will achieve their fullest potential.*



**Objective #2:** Support the Whole Child.

*Goal: We will foster the social and emotional growth of all students, implement an array of strategies to increase student engagement, identify individual socio-emotional and behavioral needs, and apply collaborative appropriate interventions.*



**Objective #3:** Communicate and Lead Together.

*Goal: All stakeholders will collaborate and communicate about decisions that guide the sites and district.*

**RECOMMENDATION: Approval of Resolution 2017-18-14 Authorizing the Issuance and Sale of General Obligation Bonds in an Aggregate Principal Amount Not to Exceed \$34,000,000.00 in Measure B Bonds and \$10,000,000 in Measure E Bonds; pending State Board of Education Approval of the District's Bonding Capacity Waiver Application.**



# ALBANY UNIFIED SCHOOL DISTRICT

*Val Williams, Superintendent*  
*1051 Monroe Street, Albany CA 94706*

## **Resolution 2017-18-14: Issuance of Second Series of Measures B & E**

**Board Meeting: February 27, 2018**

**Allan Garde, Chief Business Official**

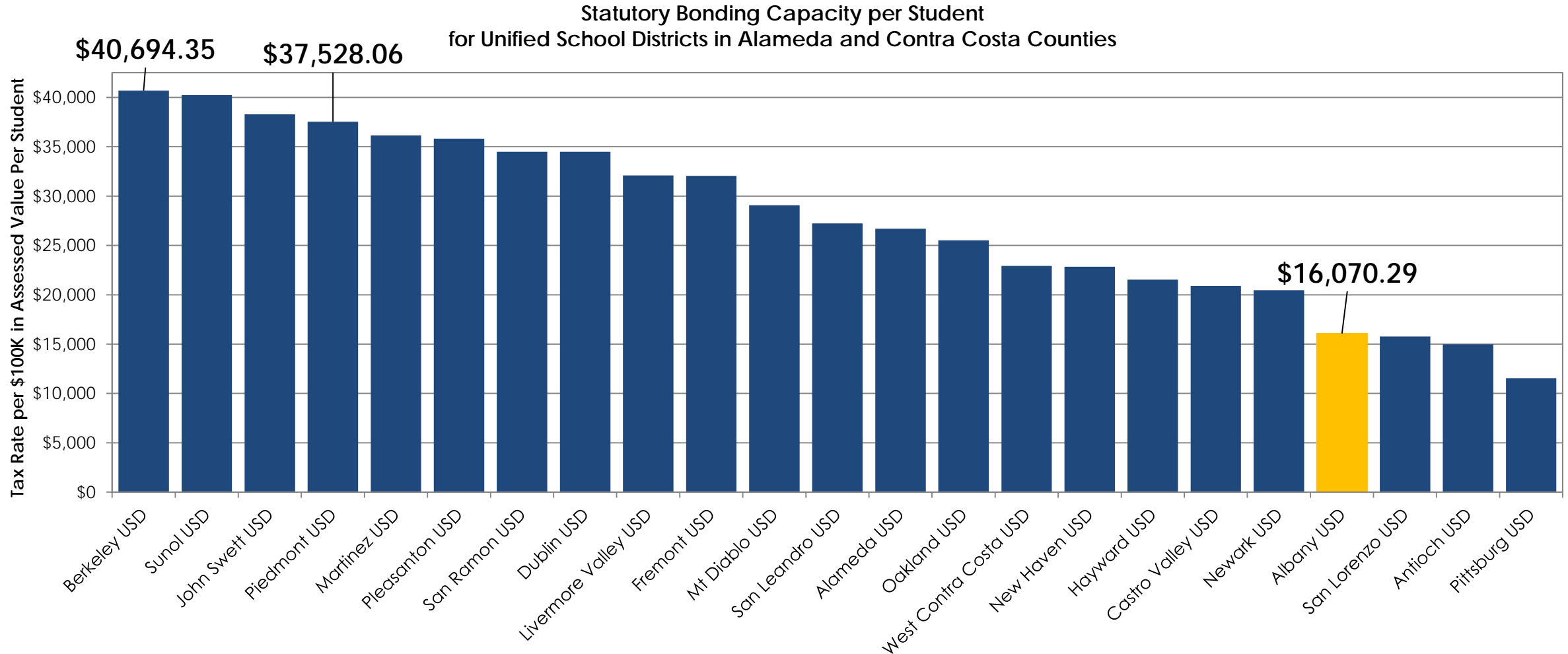


# Bonding Capacity Requirement

- ❖ **Background:** Since 1878, debt capacity level was set at 2.5% of assessed value for unified school districts to issue bonds for school facilities
- ❖ Bonding capacity at that time was a simple concept, but did not consider:
  - Evolving capital facilities needs such as school libraries, multi-purpose rooms, and gymnasiums.
  - Increasing statutory / regulatory requirements such as structural safety, accessibility, and energy efficiency.
  - Providing equitable facilities for all California K-12 students regardless of local home values.
  - Amount of needs in a short time frame



# Why Do We Need a Waiver?



- ❖ The bonding capacity requirements can create inequitable access to capital facilities funding in California even when there is strong local support.

# Reminder of the 1<sup>st</sup> Issuance Results

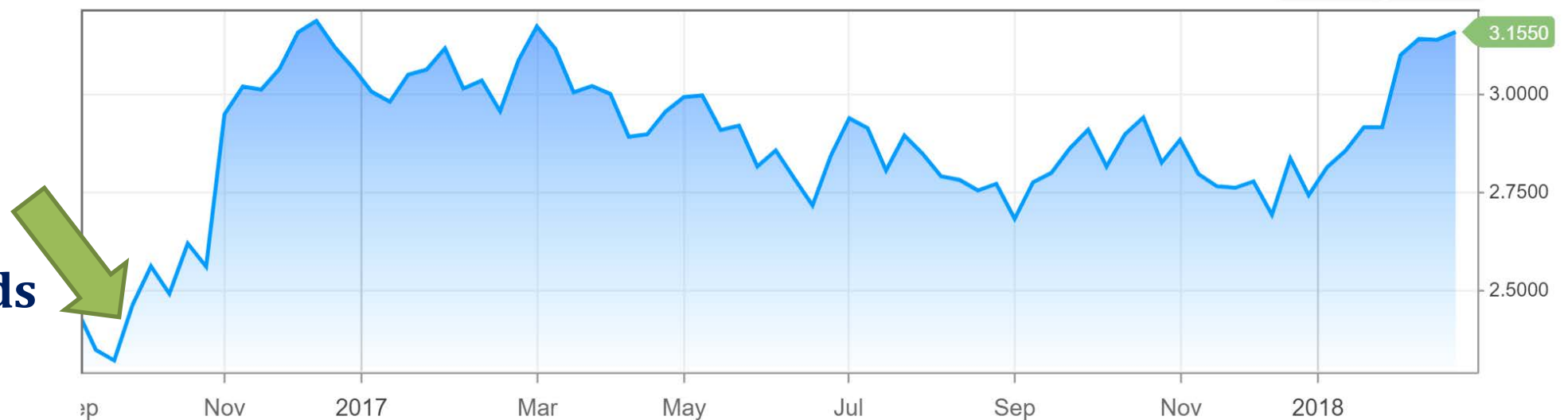
	Measure B		Measure E		Combined Improvement
	Estimate	Actual	Estimate	Actual	
Par Amount	\$23,500,000	\$23,500,000	\$9,000,000	\$9,000,000	N/A
Total Debt Service	\$44,722,000	\$39,692,911	\$13,832,800	\$12,351,873	Interest expense lower by \$6.5 million
Repayment Ratio	1.90 to 1	1.69 to 1	1.54 to 1	1.37 to 1	Combined Repayment Ratio of 1.60 to 1
Amount of Bonds Repaid in first 10 years	\$310,000	\$1,760,000	\$2,225,000	\$2,750,000	\$1.975 million more in principal repaid in the first 10 years

# Why Issue Bonds Now?

- Federal Tax Cuts and Jobs Act:
  - Removed ability to refund outstanding bonds at a lower rate, without issuing “new money”
- New Federal Reserve Chairman:
  - Planned rate increases in the future

U.S. 30 Year Treasury (US30Y:U.S.)

**Issued first  
series of bonds**



# Review of Overall Bond Financing

- \$9.8M in reduced interest payments compared to projections from August 2016.
- All Current Interest Rate Bonds
- Mitigate need for refunding bonds in the future by maximizing low interest rates now.

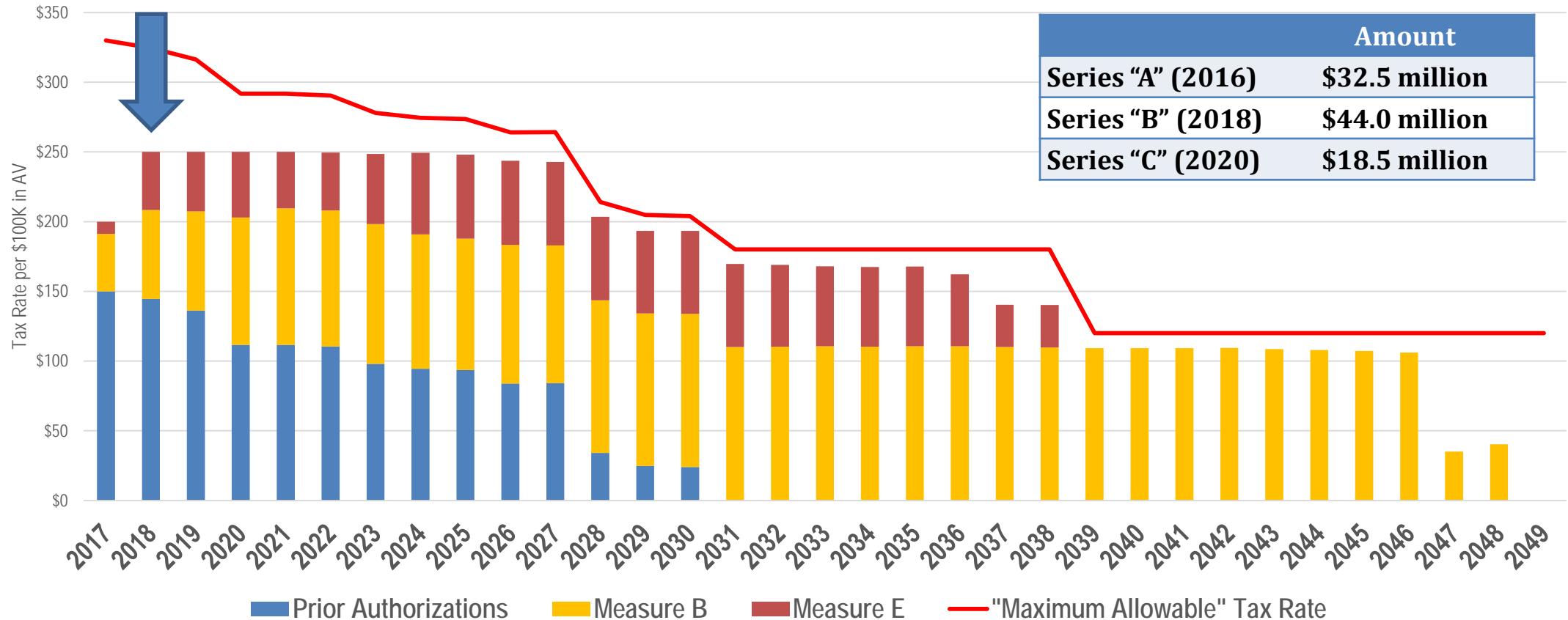
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<b>Total</b>	<b>\$ 95,000,000</b>	<b>\$ 83,387,950</b>	<b>\$ 178,387,950</b>

February 2018 - Projection			
	Principal	Interest	Total
Series A in 2016	\$ 32,500,000	\$ 19,544,784	\$ 52,044,784
Series B in 2018	\$ 44,000,000	\$ 36,776,271	\$ 80,776,271
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<b>Total</b>	<b>\$ 95,000,000</b>	<b>\$ 73,566,907</b>	<b>\$ 168,566,907</b>
<b>Current Projection Less Original Projection Equals Interest Payment Savings for Taxpayers</b>			<b>\$ (9,821,043)</b>

# Measure B and E Bond Programs

- ❖ A combined tax rate target of \$250 per \$100,000 in assessed value for all bonds allows for greatest flexibility to issue bonds in the earlier years and would allow the District to begin repaying principal earlier.

Albany USD: Projected Tax Rate



# Next Steps

- ❖ April 2018 – Preliminary Official Statement for Board approval
- ❖ May 2018 – Anticipated State Board of Education approval of bonding capacity waiver application
- ❖ May / June 2018 – Planned second issuance of Measures B and E

**ALBANY UNIFIED SCHOOL DISTRICT  
COUNTY OF ALAMEDA, STATE OF CALIFORNIA**

Res. No. 2017-18-14

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS OF THE ALBANY UNIFIED SCHOOL DISTRICT IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$34,000,000 (MEASURE B) AND \$10,000,000 (MEASURE E); PRESCRIBING THE TERMS OF SAID BONDS; APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE PAYING AGENT AGREEMENTS, BOND PURCHASE AGREEMENTS, AND A CONTINUING DISCLOSURE CERTIFICATE; AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES RELATING TO SAID BONDS

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WHEREAS, an election was duly called and regularly held in the Albany Unified School District (the “District”), County of Alameda (the “County”), State of California (the “State”), on June 7, 2016, pursuant to Section 15100 *et seq.* of the Education Code of the State (the “Education Code”), at which the following bond measure (“Measure B”) was submitted to the electors of the District:

*“To rebuild Marin and Ocean View elementary schools with seismically safe school facilities that support modern learning standards in subjects such as science, the humanities, engineering, and math; relieve overcrowding; enhance school safety, accessibility, sustainability, and energy efficiency; and improve other school facilities; shall Albany Unified School District issue \$70 million of bonds at legal rates for the acquisition and improvement of land and facilities, with citizen oversight and all funds staying in Albany to benefit local schools?”; and*

WHEREAS, an election was duly called and regularly held in the District on June 7, 2016, pursuant to Section 15266 *et seq.* of the Education Code, at which the following bond measure (“Measure E”) was submitted to the electors of the District:

*“To relieve Albany Middle School overcrowding, construct classrooms, science labs, and flexible learning spaces that meet seismic safety and accessibility codes; replace old portables with modern classrooms; and acquire technology and equipment at all schools to support science, engineering, math, and the humanities; shall Albany Unified School District issue \$25 million of bonds at legal rates, with independent oversight, no money for administrators’ salaries, and all funds benefitting Albany schools?”; and*

WHEREAS, passage of Measure B required a two-thirds affirmative vote of the votes cast therein, and at least two-thirds of the votes cast on the proposition were in favor of issuing said bonds; and

WHEREAS, passage of Measure E required a 55% affirmative vote of the votes cast therein, and at least 55% of the votes cast on the proposition were in favor of issuing said bonds; and

WHEREAS, the District has issued its “Albany Unified School District General Obligation Bonds, Election of 2016 (Measure B), Series 2016A” in the aggregate principal amount of \$23,500,000; and

WHEREAS, the District has issued its “Albany Unified School District General Obligation Bonds, Election of 2016 (Measure E), Series 2016A” in the aggregate principal amount of \$9,000,000; and

WHEREAS, a school district is authorized by Section 53506 *et seq.* of the Government Code of the State (the “Government Code”) to issue and sell its bonds at public or private sale; and

WHEREAS, this Board of Education (the “Board”) intends to sell said bonds by negotiated sale to RBC Capital Markets, LLC (the “Underwriter”); and

WHEREAS, Section 53508.7 of the Government Code provides that a private sale is limited to bonds sold pursuant to Sections 15140 or 15146 of the Education Code; and

WHEREAS, in accordance with Section 15146 of the Education Code, the Board has determined that conditions in the municipal marketplace require the increased flexibility an Underwriter can provide in structuring and planning the sale of the bonds; and

WHEREAS, in accordance with Section 15146 of the Education Code, estimates of the costs associated with the issuance of said bonds are attached hereto as Exhibit A; and

WHEREAS, the Board of Supervisors (the “Board of Supervisors”) of the County of Alameda (the “County”) has adopted the procedures authorized by Section 15140(b) of the Education Code, and has directed that any school district in the County that has not received a qualified or negative certification in its most recent interim report shall issue and sell its own bonds; and

WHEREAS, the District has not received a qualified or negative certification in its most recent interim report; and

WHEREAS, the Superintendent of Schools of the County has jurisdiction over the District; and

WHEREAS, the District now wishes to request that the County authorize the District to issue and sell bonds on its own behalf; and



WHEREAS, the District has appointed Isom Advisors, A Division of Urban Futures, Inc., as Municipal Advisor to the District (the “Municipal Advisor”) and Orrick, Herrington & Sutcliffe LLP as Bond and Disclosure Counsel to the District (“Bond Counsel”) with respect to said bonds; and

WHEREAS, U.S. Bank National Association, San Francisco, California, serves as the paying agent for the District’s bonds under appointment by the Treasurer-Tax Collector of the County (the “County Treasurer”); and

WHEREAS, the District desires that the County Treasurer annually establish tax rates on taxable property within the District for repayment of said bonds, pursuant to Sections 29100-29103 of the Government Code, and that the Board of Supervisors annually approve the levy of such tax, and that the County Treasurer annually collect such tax and apply the proceeds thereof to the payment of principal of and interest on the bonds when due, all pursuant to Sections 15250 and 15251 of the Education Code; and

WHEREAS, the Board recognizes that Senate Bill 222 (Chapter 78, Statutes of 2015), which provides for a statutory lien to secure repayment of general obligation bonds, was passed by the legislature and approved by the Governor of the State (the “Governor”) and became effective January 1, 2016; and

WHEREAS, the pledge included in this Resolution to secure payment of the bonds is intended to be a consensual agreement with the bondholders; and

WHEREAS, Senate Bill 1029 (“SB1029”) was signed by the Governor on September 12, 2016 and places additional responsibilities on any issuer of public debt, including adopting debt management policies that meet certain criteria; and

WHEREAS, the District represents that it is in compliance with SB1029 pre-issuance requirements, the Bonds will be issued in compliance with the adopted debt policy of the District and the District will comply with all post-issuance requirements of SB1029; and

WHEREAS, the Board has approved a request to the State Board of Education for waiver of the District’s statutory bonding limit in connection with the bonds;

WHEREAS, there have been submitted and are on file with the Secretary of this Board proposed forms of Bond Purchase Agreements; Paying Agent Agreements, providing for the terms of issuance and repayment of the bonds; and a Continuing Disclosure Certificate; and

WHEREAS, a proposed form of the Official Statement describing the bonds will be submitted to this Board for approval at a subsequent meeting;

NOW, THEREFORE, THE BOARD OF EDUCATION OF ALBANY UNIFIED SCHOOL DISTRICT DOES HEREBY FIND, RESOLVE, DETERMINE AND ORDER, AS FOLLOWS:

Section 1.     Recitals. All of the above recitals are true and correct.

Section 2. Authority for Issuance. The Bonds are authorized to be issued pursuant to Article 4.5 of Chapter 3, of Part 1 of Division 2 of Title 5 of the Government Code, and other applicable provisions of law, including applicable provisions of the Education Code.

Section 3. Designation of Bonds. The Measure B bonds shall be sold in one or more series, to be designated the “Albany Unified School District General Obligation Bonds, Election of 2016 (Measure B), 2018 Series B” (the “Measure B Bonds”), in the aggregate principal amount not to exceed \$34,000,000, with such additional designations as may be necessary to distinguish between bonds of different payment mechanisms or features, as authorized hereby.

The Measure E bonds shall be sold in one or more series, to be designated the “Albany Unified School District General Obligation Bonds, Election of 2016 (Measure E), 2018 Series B” (the “Measure E Bonds” and together with the Measure B Bonds, the “Bonds”), in the aggregate principal amount not to exceed \$10,000,000, with such additional designations as may be necessary to distinguish between bonds of different payment mechanisms or features, as authorized hereby.

Section 4. Terms of Bonds. The Bonds shall be issued in a principal amount not to exceed \$34,000,000 Measure B Bonds and \$10,000,000 Measure E Bonds each in the form of current interest bonds. The Bonds will only be issued in an amount exceeding the District’s statutory bonding capacity if the State Board of Education approves the District’s request to waive its statutory bonding limit in connection with such Bonds.

(a) Date of Bonds. The Bonds shall be dated as of the date of their delivery, or such other date as shall be set forth in the Bond Purchase Agreement or the respective Paying Agent Agreement.

(b) Denominations. The Bonds shall be issued in denominations of \$5,000 principal amount or any integral multiple thereof.

(c) Maturity. (i) The Bonds shall mature on the date, in each of the years, in the principal amounts and in the aggregate principal amount as shall be set forth in the related Bond Purchase Agreement. No Bond shall mature prior to August 1, 2018, and no Bond shall mature later than the date which is 30 years from the date of the Bonds, to be determined as provided in subsection (a) of this Section. No Bond shall have principal maturing on more than one principal maturity date. Any Bond may mature in the same year as any other Bond.

(d) Interest Payment. (i) The Bonds shall bear interest at an interest rate not to exceed 8.0% per annum, computed on the basis of a 360-day year of twelve (12) 30-day months, payable semiannually on August 1 and February 1 in each year (or on such other semiannual interest payment dates as shall be set forth in the related Bond Purchase Agreement).

(e) Obligation. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of property taxes in each year sufficient to pay all principal and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to redeem the Bonds, and to pay the principal, redemption premium, if any, and interest thereon as and when the same become due.

Section 5. Redemption and Defeasance Provisions. The Bonds shall be subject to redemption prior to their respective stated maturity dates at the option of the District as set forth in the respective Bond Purchase Agreement, the respective Paying Agent Agreement and in the Bonds. The Bonds shall also be subject to mandatory sinking fund redemption, as specified in the respective Bond Purchase Agreement, and in the Bonds. The Bonds shall also be subject to defeasance in the manner provided in the respective Paying Agent Agreement.

Section 6. Bond Purchase Agreements; Sale of Bonds. The forms of instrument entitled “Bond Purchase Agreement” (the “Bond Purchase Agreement”), in substantially the forms on file with the Secretary of the Board, are hereby approved. The Superintendent of the District (the “Superintendent”), the Chief Business Official of the District (the “Chief Business Official”) or such other officer of the District designated for the purpose (each, an “Authorized District Representative”) is hereby authorized and directed on behalf of the District to execute and approve one or more instruments in substantially said forms providing for the sale by the Board and the purchase by the Underwriter of the Bonds at a purchase price to be set forth therein; provided, that (i) said purchase price shall not be less than 100% of the principal amount of the Bonds (taking into account the purchase price and principal amount of any Bonds sold on the same date pursuant to any other Bond Purchase Agreement); (ii) the true interest cost for the Bonds shall not be in excess of 5.0% per annum (taking into account the true interest cost of any Bonds sold on the same date pursuant to any other Bond Purchase Agreement); (iii) the maximum interest rate on the Bonds shall not be in excess of 8.0% per annum; (iv) the Underwriter’s discount shall not exceed 0.285% of the aggregate principal amount of the Bonds sold thereunder (excluding any costs of issuance the Underwriter agrees to pay pursuant to the Bond Purchase Agreements); and (v) the Bonds shall otherwise conform to the limitations specified herein; and provided further, that such execution and approval shall constitute conclusive evidence of the approval by the Board and the District of any changes or revisions therein from the forms of Bond Purchase Agreements submitted herewith. The Authorized District Representative is hereby authorized and directed to execute and deliver one or more Bond Purchase Agreements, as necessary; provided that, any such Bond Purchase Agreement so executed and delivered shall conform to the limitations provided in this Section 6.

Section 7. Investment of Funds. The proceeds of the sale of the Bonds, exclusive of any premium and accrued interest received, shall be deposited in the County treasury to the credit of the building fund of the District (the “Building Fund”). Any premium and accrued interest received by the District shall be deposited upon receipt in the interest and sinking fund of the District within the County treasury.

All funds held by the County Treasurer hereunder shall be invested by the County Treasurer in the County Investment Pool; provided that, in the sole discretion of the District, funds deposited in the Building Fund may be invested in the Local Agency Investment Fund administered by the State Treasurer, any investment authorized pursuant to Sections 53601 and 53635 of the Government Code, or in the sole discretion of the District, in investment agreements, including guaranteed investment contracts, float contracts or other investment products (hereinafter collectively referred to as “Investment Agreements”); provided that such agreements comply with the requirements of Section 148 of the Internal Revenue Code of 1986 (the “Code”), and with the requirements of each rating agency then rating the Bonds necessary in order to maintain the then-current rating on the Bonds, if any. The County Treasurer shall assume no

responsibility in the reporting, reconciling or monitoring of the investment of proceeds related to the Bonds.

The Authorized District Representative may request the County Treasurer, subject to his or her fiduciary responsibilities, to invest funds held in the interest and sinking fund of the District and in the Building Fund in specific investments, so as to effectively coordinate the investments to the construction program of the District and the debt service payments on the Bonds. Pursuant to Section 5922 of the Government Code, the Board hereby finds and determines that the Investment Agreements will reduce the amount and duration of interest rate risk with respect to amounts invested pursuant to the Investment Agreements and are designed to reduce the amount or duration of payment, rate, spread or similar risk or result in a lower cost of borrowing when used in combination with the Bonds or enhance the relationship between risk and return with respect to investments of proceeds of the Bonds and funds held to pay the Bonds.

Section 8. Tax Covenants.

(a) The Bonds. The Bonds may be issued as taxable or tax-exempt bonds under Section 103 of the Code. The following provisions of this Section 8 shall only apply to tax-exempt bonds.

(b) General. The District shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the District hereby covenants that it will execute and deliver and comply with the requirements of the Tax Certificate of the District (the "Tax Certificate"), to be executed and delivered by the District on the date of issuance of the Bonds. The provisions of this subsection (b) shall survive payment in full or defeasance of the Bonds.

(c) Yield Restriction. In the event that at any time the District is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any moneys held by the County Treasurer on behalf of the District, in accordance with this Resolution or pursuant to law, the District shall so request of the County Treasurer in writing, and the District shall make its best efforts to ensure that the County Treasurer shall take such action as may be necessary in accordance with such instructions.

(d) Reliance on Opinion of Bond Counsel. Notwithstanding any provision of this Section, if the District shall provide to the County Treasurer an opinion of counsel of nationally recognized standing in the field of law relating to municipal bonds (an "Opinion of Bond Counsel") that any specified action required under this Section is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on the Bonds, the County Treasurer may conclusively rely on such Opinion of Bond Counsel in complying with the requirements of this Section and of the Tax Certificate, and the covenants hereunder shall be deemed to be modified to that extent.

Section 9. Continuing Disclosure. The form of instrument entitled "Continuing Disclosure Certificate" (the "Continuing Disclosure Certificate"), in substantially the form on file with the Secretary of the Board, is hereby approved and authorized. The Authorized

District Representative is hereby authorized and directed on behalf of the District to execute and deliver one or more instruments in substantially said form, with such changes thereto as deemed necessary in order to permit the Underwriter to comply with the requirements of Securities and Exchange Commission Rule 15c2-12 (the "Rule"). The District hereby covenants and agrees that it will comply with and carry out all of the provisions of such Continuing Disclosure Certificate.

Section 10. Paying Agent Agreements. The forms of instrument entitled "Paying Agent Agreement" (the "Paying Agent Agreement"), each by and between the District and U.S. Bank National Association, as paying agent, in substantially the forms on file with the Secretary of the Board, are hereby approved and authorized. The Authorized District Representative is authorized and directed to execute and deliver two or more instruments in substantially said forms with such changes thereto as may be acceptable to the Authorized District Representative, in accordance with this Resolution, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 11. Pledge of Tax Revenues. The District hereby pledges all revenues from the property taxes collected from the levy by the Board of Supervisors for the payment of the Bonds and the outstanding bonds of the District heretofore or hereafter issued pursuant to voter approved measures of the District, including any refunding bonds thereof (for the purpose of this pledge, hereinafter collectively referred to as the "District Bonds") and amounts on deposit in the interest and sinking fund of the District to the payment of the principal or redemption price of and interest on the District Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the District Bonds and successors thereto. The property taxes and amounts held in the interest and sinking fund of the District shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the interest and sinking fund of the District to secure the payment of the District Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act.

The pledge is an agreement between the District and the bondholders to provide security for the Bonds in addition to any statutory lien that may exist, and the Bonds and each of the other District Bonds secured by the pledge are or were issued to finance one or more of the projects specified in the applicable voter-approved measure.

Section 12. Bond Insurance. The Authorized District Representative is hereby authorized to solicit proposals from municipal bond insurers, and, if such officer determines it is in the best interest of the District, to arrange for the issuance of a policy of municipal bond insurance for one or more maturities of the Bonds and to execute and deliver an insurance commitment and all other documents necessary in connection therewith.

Section 13. Appointment of Bond Counsel, Municipal Advisor and Underwriter. The appointment of the firm of Orrick, Herrington & Sutcliffe LLP as Bond Counsel to the District in connection with the Bonds is hereby confirmed. The appointment of the firm of Isom Advisors, A Division of Urban Futures, Inc. as Municipal Advisor to the District in connection with the Bonds is hereby confirmed. The appointment of the firm of RBC Capital Markets, LLC as Underwriter to the District in connection with the Bonds is hereby confirmed.

Section 14. Approval of Actions. The Board, the Superintendent, the Chief Business Official, and any other officer of the District to whom authority is delegated by one of the named officers for the purposes of the Bonds, are hereby authorized and directed to execute and deliver any and all agreements, certificates, letters, and representations, including paying agent agreements, depository agreements, investment agreements for proceeds of the Bonds, cost of issuance custodian agreements, fiscal agent agreements, signature certificates, no-litigation certificates, certificates concerning the contents of one or more official statements relating to the Bonds, representation letters to The Depository Trust Company, the Tax Certificate and any other certificates or agreements proposed to be executed and delivered in connection with the sale of the Bonds, investment of the proceeds or compliance with the Code, as applicable, and to enter into any agreements, which any of them deem necessary or desirable to accomplish the transactions authorized herein.

Section 15. Notice to California Debt and Investment Advisory Commission. Orrick, Herrington & Sutcliffe LLP, as bond counsel to the District, on behalf of the Board, is hereby authorized and directed to cause notices of the proposed sale and final sale of the Bonds to be filed in a timely manner with the California Debt and Investment Advisory Commission pursuant to Section 8855 of the Government Code.

Section 16. Filing with Board of Supervisors. The Secretary of the Board is hereby authorized and directed to file a certified copy of this Resolution upon the adoption hereof with the Secretary of the Board of Supervisors.

Section 17.    Effective Date. This Resolution shall take effect from and after its adoption.

PASSED AND ADOPTED by the Board of Education of the Albany Unified School District of the County of Alameda, this 27th day of February, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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President of the Board of Education  
Albany Unified School District

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Secretary to the Board of Education  
Albany Unified School District

**EXHIBIT A**

**ALBANY UNIFIED SCHOOL DISTRICT  
GENERAL OBLIGATION BONDS,  
ELECTION OF 2016 (MEASURE B), 2018  
SERIES B**

**ALBANY UNIFIED SCHOOL DISTRICT  
GENERAL OBLIGATION BONDS,  
ELECTION OF 2016 (MEASURE E), 2018  
SERIES B**

**COSTS OF ISSUANCE (ESTIMATE)\***

<u>Service</u>	<u>Provider</u>	<u>Measure B Bonds Cost Estimate</u>	<u>Measure E Bonds Cost Estimate</u>	<u>Total Cost Estimate</u>
Bond & Disclosure Counsel Fee and Expenses	Orrick, Herrington & Sutcliffe LLP	\$42,500.00	\$40,000.00	\$82,500.00
Municipal Advisor Fees and Expenses	Isom Advisors, A Division of Urban Futures, Inc.	62,500.00	30,000.00	92,500.00
Paying Agent	U.S. Bank National Association	1,250.00	1,250.00	2,500.00
Printing POS/OS	TBD	1,250.00	1,250.00	2,500.00
Rating Agency	Moody's	22,000.00	10,000.00	32,000.00
Demographic & Financial Data	California Municipal Statistics, Inc.	1,000.00	1,000.00	2,000.00
Contingency		4,500.00	1,500.00	6,000.00
Total:		\$135,000.00	\$85,000.00	\$220,000.00

\* Preliminary, subject to change.



## SECRETARY'S CERTIFICATE

---

I, Secretary to the Board of Education of the Albany Unified School District, County of Alameda, California, do hereby certify as follows:

The attached is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly held at the regular meeting place thereof on February 27, 2018, and entered in the minutes thereof, at which meeting all of the members of said Board of Education had due notice and at which a quorum was present, and said resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at 1000 San Pablo Avenue, Albany, California, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda. A copy of said agenda is attached hereto.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office. Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand this \_\_\_\_\_ day of February 2018.

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Secretary to the Board of Education  
Albany Unified School District

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PAYING AGENT AGREEMENT

by and between the

ALBANY UNIFIED SCHOOL DISTRICT,  
Alameda County, California

and

U.S. BANK NATIONAL ASSOCIATION,  
as Paying Agent

Dated as of [June] 1, 2018

Relating to the

ALBANY UNIFIED SCHOOL DISTRICT  
GENERAL OBLIGATION BONDS,  
ELECTION OF 2016 (MEASURE B), 2018 SERIES B

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## PAYING AGENT AGREEMENT

This PAYING AGENT AGREEMENT, made and entered into as of [June] 1, 2018, by and between the ALBANY UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under and by virtue of the Constitution and laws of the State of California, and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, as paying agent (the “Paying Agent”), and acknowledged by the Treasurer-Tax Collector of the County of Alameda, California (the “County”),

### W I T N E S S E T H:

WHEREAS, an election was duly called and regularly held in the Albany Unified School District, County of Alameda, California (herein called the “District”), on June 7, 2016, pursuant to Section 15100 *et seq.* of the Education Code (the “Education Code”) of the State of California (the “State”), at which the following proposition was submitted to the electors of the District (locally known as “Measure B”):

“To rebuild Marin and Ocean View elementary schools with seismically safe school facilities that support modern learning standards in subjects such as science, the humanities, engineering, and math; relieve overcrowding; enhance school safety, accessibility, sustainability, and energy efficiency; and improve other school facilities; shall Albany Unified School District issue \$70 million of bonds at legal rates for the acquisition and improvement of land and facilities, with citizen oversight and all funds staying in Albany to benefit local schools?”; and

WHEREAS, passage of said Measure B required a two-thirds affirmative vote of the votes cast therein, and at least two-thirds of the votes cast on said proposition were in favor of issuing said bonds; and

WHEREAS, the District certified to the Board of Supervisors of the County that all of the election proceedings were conducted in accordance with law; and

WHEREAS, the District has issued its “Albany Unified School District General Obligation Bonds, Election of 2016 (Measure B), Series 2016A” in the aggregate principal amount of \$23,500,000; and

WHEREAS, the Superintendent of Schools of the County has jurisdiction over the District; and

WHEREAS, by its resolution duly adopted on [February 27], 2018, the Board of Education of the District authorized the issuance of a portion of said bonds in one or more series in an aggregate principal amount not exceeding \$[Measure B NTE], pursuant to Article 4.5 of Chapter 3, of Part 1 of Division 2 of Title 5 of the Government Code of the State (the “Government

Code”), and other applicable provisions of law, including applicable provisions of the Education Code; and

WHEREAS, a school district is authorized by Sections 53506 *et seq.* of the Government Code to issue and sell its bonds by a negotiated (or private) sale to an underwriter; Section 53508.7 of the Government Code limits a private sale to bonds sold pursuant to Sections 15140 or 15146 of the Education Code; and Section 15140(b) of the Education Code requires that for a school district to issue its own bonds without the County’s participation, it must not have received a qualified or negative certification in its most recent interim report; and

WHEREAS, the District has found and determined, and by execution hereof so represents, that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Paying Agent Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Paying Agent Agreement;

NOW, THEREFORE, in order to provide for the payment of the Bonds and the performance and observance by the District of all the covenants, agreements and conditions herein and in the Bonds contained; to secure the acknowledgement and consent of the Treasurer-Tax Collector of the County (the “County Treasurer”) to the payment arrangements provided for herein; and in consideration of the mutual covenants and agreements contained herein, and for other valuable consideration to both parties, the District and the Paying Agent hereby agree as follows:

## ARTICLE I

### DEFINITIONS

SECTION 1.01 Definitions. Unless the context otherwise requires, the terms defined in this Section 1.01 shall, for all purposes hereof and of any amendment hereof or supplement hereto and of the Bonds and of any certificate, opinion, request or other document mentioned herein or therein, have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein:

“Authorized District Representative” shall mean the Superintendent of the District, the Chief Business Official of the District or any other officer of the District designated by the Board of Education.

“Board of Education” shall mean the Board of Education of the District.

“Bondowner” or “Owner” shall mean the person in whose name any Bond shall be registered.

“Bonds” shall mean the bonds issued pursuant to this Paying Agent Agreement, in one or more series or subseries, designated the “Albany Unified School District General Obligation Bonds, Election of 2016 (Measure B), 2018 Series B,” with such additional or other series or subseries designations as may be approved as provided in the District Resolution.

“Business Day” shall mean any day of the week other than a Saturday or a Sunday on which the Paying Agent is not required or authorized to remain closed, and on which the New York Stock Exchange is open for business.

“Code” shall mean the Internal Revenue Code of 1986, as the same shall be hereafter amended, and any regulations heretofore issued or which shall be hereafter issued by the United States Department of the Treasury thereunder.

“Continuing Disclosure Certificate” shall mean that certain Continuing Disclosure Certificate executed and delivered by the District, dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“County” shall mean the County of Alameda, State of California.

“County Treasurer” shall mean the Treasurer-Tax Collector of the County. The “Office of the County Treasurer” shall mean the Office of the Treasurer-Tax Collector of the County, in Oakland, California.

“District” shall mean the Albany Unified School District, located in the County.

“District Resolution” shall mean Resolution No. [\_\_\_\_], adopted by the Board of Education of the District on [February 27], 2018.

“Interest and Sinking Fund” shall mean the Interest and Sinking Fund of the District administered by the County Treasurer, established pursuant to State law.

“Interest Payment Date” shall mean February 1 and August 1 of each year. The first Interest Payment Date shall be [August 1, 2018].

“Law” shall mean Chapters 1 and 1.5 of Part 10 of Division 1 of Title 1 of the Education Code, and other applicable provisions of law and Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code.

“Opinion of Bond Counsel” shall mean a written opinion of counsel of recognized national standing in the field of law relating to municipal bonds, appointed and paid by the District.

“Owner.” See “Bondowner” defined herein.

“Paying Agent” shall mean U.S. Bank National Association, as initial paying agent, registrar, and transfer agent with respect to the Bonds, its successors and assigns and any other corporation or association which may at any time be substituted in its place as provided in Section 6.02 hereof.

“Paying Agent Agreement” shall mean this agreement, between the District and the Paying Agent, and acknowledged by the County Treasurer. “Paying Agent Agreement” as used herein shall not refer to any other agreement for paying agent services, specifying compensation for such services, between the County Treasurer and the Paying Agent relating to the Bonds.

“Record Date” shall mean the 15th day of the month preceding any Interest Payment Date. The first Record Date shall be [July 15, 2018].

“State” shall mean the State of California.

“Tax Certificate” shall mean any of the several Tax Certificates concerning certain matters pertaining to the use of proceeds of the Bonds, executed and delivered by the District on the date of issuance of the Bonds, including all exhibits attached thereto, as such certificate may from time to time be modified or supplemented in accordance with the terms thereof.

“Written Order of the District” or “Written Request of the District” shall mean an instrument in writing, signed by an Authorized District Representative in writing for the purpose by either of said officers or by the Board of Education of the District.

## ARTICLE II

### THE BONDS

SECTION 2.01 Authorization and Designation. The Bonds are issued for, and the proceeds of sale thereof shall be used exclusively for, the purposes approved by the voters of the District on June 7, 2016, in the bond measure known locally as “Measure B,” as authorized by Resolution No. 2015-16-11, adopted by the Board of Education of the District on February 23, 2016. The Bonds shall be issued in fully registered form, without coupons.

SECTION 2.02 The Bonds. The Bonds in the aggregate principal amount of \$[Measure B Par] are issued under this Paying Agent Agreement, upon terms further described below in this Section:

(a) Date of Bonds. The Bonds shall be dated as of the date of issuance thereof, i.e., [Closing Date].

(b) Denominations of Bonds. The Bonds shall be issued in the denomination of \$5,000 principal amount or any integral multiple thereof. No Bond shall mature on more than one maturity date.



(c) Payment of Principal of Bonds. The Bonds shall mature on February 1 or August 1 in each of the years and principal amounts and bear interest at the annual rates of interest shown below:

<u>Maturity Date</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
	\$	%

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\* Term Bonds

The principal and any redemption premium of the Bonds shall be payable in lawful money of the United States of America to the Owner thereof, upon the surrender thereof at the office of the Paying Agent designated for the purpose pursuant to Section 6.01(b), on or after the maturity date thereof or upon redemption prior to maturity.

(d) Payment of Interest on Bonds. The Bonds shall bear interest at the respective rates shown in the table in subsection (c) above, payable on February 1 and August 1 of each year, commencing [August 1, 2018], until payment of the principal amount thereof. Each Bond authenticated and registered on any date prior to the close of business on the first Record Date shall bear interest from the date of said Bond. Each Bond authenticated during the period between any Record Date and the close of business on its corresponding Interest Payment Date shall bear interest from such Interest Payment Date. Any other Bond shall bear interest from the Interest Payment Date immediately preceding the date of its authentication. If, at the time of authentication of any Bond, interest is in default on any outstanding Bonds, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on the outstanding Bonds. Interest on the Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The interest on the Bonds shall be payable in lawful money to the person or entity whose name appears on the bond registration books of the Paying Agent as the Owner thereof as of the close of business on the applicable Record Date for each Interest Payment Date. Payment of the interest on any Bond shall be made by check or draft mailed by first class mail on each Interest Payment Date (or on the following Business Day, if the Interest Payment Date does not fall on a Business Day) to such Owner at such Owner's address as it appears on such registration books or at such address as the Owner may have filed with the Paying Agent for that purpose on or before the Record Date; or upon written request of the Owner of interest-bearing Bonds aggregating not less than \$1,000,000 in principal amount, given no later than the Record Date immediately preceding the applicable Interest Payment Date, by wire transfer in immediately available funds to an account maintained in the United States at such wire address as such Owner shall specify in its written notice. So long as Cede & Co. or its registered assigns shall be the registered owner of any of the Bonds, payment shall be made thereto by wire transfer as provided in Section 2.06 hereof.

**SECTION 2.03      Form and Registration of Bonds.** (a) The Bonds, including the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon, shall be in substantially the form attached hereto as Exhibit A, with necessary or appropriate variations, omissions and insertions as permitted or required by this Paying Agent Agreement (provided that if a portion of the text of any Bond is printed on the reverse of the bond, the following legend shall be printed on the bond: "THE PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE HEREOF AND SUCH CONTINUED PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.").

(b) The Bonds when issued shall be registered in the name of "Cede & Co.," as nominee of The Depository Trust Company, New York, New York, and shall be initially issued as one bond for each of the maturities of the Bonds for each series, in the principal amounts set forth in the table in Section 2.02. The Depository Trust Company is hereby appointed depository for the Bonds and registered ownership of the Bonds may not thereafter be transferred except as provided in Sections 2.06 and 2.07 hereof.

**SECTION 2.04      Execution and Authentication of Bonds.** The Bonds shall be signed by the manual or facsimile signatures of the President of the Board of Education and countersigned by the manual or facsimile signature of the Secretary or the Clerk of the Board of Education. Each Bond shall be authenticated by a manual signature of a duly authorized officer of the Paying Agent. Only such of the Bonds as shall bear thereon a certificate of authentication and registration in the form given in Exhibit A hereto, executed by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Paying Agent Agreement, and such certificate of the Paying Agent shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Paying Agent Agreement.

SECTION 2.05 Book-Entry System. (a) The Bonds shall be initially issued and registered as provided in Section 2.03 hereof. Registered ownership of the Bonds, or any portion thereof, may not thereafter be transferred except:

(i) To any successor of Cede & Co., as nominee of The Depository Trust Company, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this Section (a “substitute depository”); provided, that any successor of Cede & Co., as nominee of The Depository Trust Company or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the County Treasurer, upon (1) the resignation of The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the County Treasurer to substitute another depository for The Depository Trust Company (or its successor) because The Depository Trust Company or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person as provided below, upon (1) the resignation of The Depository Trust Company or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the County Treasurer to remove The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository.

(b) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) hereof, upon receipt of the outstanding Bonds by the Paying Agent, together with a Written Request of the District, a new Bond for each maturity shall be executed and delivered pursuant to the procedures described in Section 2.04 hereof in the aggregate principal amount of the Bonds then outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such Written Request of the District. In the case of any transfer pursuant to clause (iii) of subsection (a) hereof, upon receipt of the outstanding Bonds by the Paying Agent together with a Written Request of the District, new Bonds shall be executed and delivered in such denominations numbered in the manner determined by the Paying Agent and registered in the names of such persons as are requested in such Written Request of the District, subject to the limitations of Sections 2.02 and 2.03, as applicable, and the receipt of such a Written Request of the District, and thereafter, the Bonds shall be transferred pursuant to the provisions set forth in Section 2.06 of this Paying Agent Agreement; provided, that the Paying Agent shall not be required to deliver such new Bonds within a period of fewer than 60 days.

(c) The County Treasurer, the District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof, notwithstanding any notice to the contrary received by the County Treasurer, the District or the Paying Agent,

and the County Treasurer, the District and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Bonds. Neither the County Treasurer, the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners or to any other party including The Depository Trust Company or its successor (or substitute depository or its successor), except as the Owner of any Bonds.

(d) So long as the outstanding Bonds are registered in the name of Cede & Co. or its registered assigns, the County Treasurer, the District and the Paying Agent shall cooperate with Cede & Co., as sole Owner, or its registered assigns, in effecting payment of the principal of and interest on the Bonds by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available (e.g., by wire transfer) on the date they are due.

#### SECTION 2.06 Transfer of Bonds upon Termination of Book-Entry System.

In the event that at any time the Bonds shall no longer be registered in the name of Cede & Co. as a result of the operation of Section 2.05 hereof, then the procedures contained in this Section 2.06 shall apply.

Any Bond may, in accordance with its terms, be transferred upon the books required to be kept pursuant to the provisions of Section 2.08 hereof by the person in whose name it is registered, in person or by the duly authorized attorney of such person, upon surrender of such Bond to the Paying Agent for cancellation at the office of the Paying Agent designated for that purpose, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent.

Whenever any Bond or Bonds shall be surrendered for transfer, the designated County officials shall execute (as provided in Section 2.04 hereof) and the Paying Agent shall authenticate and deliver a new Bond or Bonds of the same maturity, for a like aggregate principal amount and bearing the same rate or rates of interest. The Paying Agent shall require the payment by the Bondowner requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

No transfer of Bonds shall be required to be made by the Paying Agent during the period from the close of business on the Record Date next preceding any Interest Payment Date or the date fixed for redemption to and including such Interest Payment Date or the date fixed for redemption.

SECTION 2.07 Exchange of Bonds. Bonds may be exchanged at the office of the Paying Agent designated for that purpose, for a like aggregate principal amount of Bonds of other authorized denominations of the same maturity and interest rate. The Paying Agent shall require the payment by the Bondowner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. No exchange of Bonds shall be required to be made by the Paying Agent during the period from the close of business on the Record Date

next preceding any Interest Payment Date or date fixed for redemption to and including such Interest Payment Date or the date fixed for redemption.

SECTION 2.08      Bond Register. (a) The Paying Agent will keep or cause to be kept, at the place it shall designate for the purpose, sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the County Treasurer and the District, and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as hereinbefore provided.

(b)      The Paying Agent shall assign each Bond authenticated and registered by it a distinctive letter or number, or letter and number.

### ARTICLE III

#### ISSUANCE OF THE BONDS

SECTION 3.01      Delivery of Bonds. The Paying Agent is hereby authorized to authenticate and deliver the Bonds to or upon the Written Request of the District.

SECTION 3.02      Application of Proceeds of Sale of Bonds. Upon the delivery of the Bonds to the initial purchaser thereof, and the payment by the initial purchaser by wire transfer of (i) \$[COI Deposit] to the Paying Agent to be deposited to the costs of issuance account for payment of the costs of issuance, and (ii) \$[Purchase Price Less COI Deposit] to the County Treasurer, for payment of the purchase price of the Bonds, the Paying Agent shall administer the sum received for costs of issuance in accordance with the written orders of the initial purchaser and the District dated the date of delivery of the Bonds. The County Treasurer shall deposit (i) \$[Building Fund Deposit] in the building fund of the District within the County Treasury, and (ii) the balance of moneys derived from premium on the Bonds, in the amount of \$[I&S Fund Deposit], in the Interest and Sinking Fund of the District.

The District shall cause the County Treasurer to create and maintain any accounts or subaccounts for deposit of the proceeds of the Bonds as the District shall determine is necessary in order to separately monitor the investment and expenditure of such funds in order to comply with the laws applicable to each, and as may be necessary to make any needed calculations of arbitrage and rebate thereon.

The County makes no assurance regarding the application of the proceeds of the Bonds by the District.

SECTION 3.03      Investment of Funds. The proceeds from the sale of the Bonds, exclusive of any premium and accrued interest received, shall be deposited in the County treasury to the credit of the building fund of the District. Any premium and accrued interest shall be deposited upon receipt in the Interest and Sinking Fund of the District within the County

treasury. Earnings on the investment of moneys in either fund will be retained in that fund and used only for the purposes to which that fund may lawfully be applied. Moneys in the building fund may only be applied for the purposes for which the Bonds were approved. Moneys in the Interest and Sinking Fund may only be applied to make payments of interest, principal, and premium, if any, on bonds of the District.

All funds held by the County Treasurer under the District Resolution and hereunder will be invested in the County Treasurer's investment pool, the Local Agency Investment Fund, or any investment authorized pursuant to Sections 53601 and 53635 of the Government Code, all pursuant to law and the investment policy of the County. At the written direction of the District, all or any portion of the building fund of the District may be invested in the Local Agency Investment Fund in the treasury of the State, and all or any portion of the building fund of the District may be invested on behalf of the District in investment agreements, including guaranteed investment contracts, which comply with the requirements of Section 148 of the Code and the requirements of each rating agency then rating the Bonds necessary to maintain the then-current rating on the Bonds.

## ARTICLE IV

### REDEMPTION OF THE BONDS

#### SECTION 4.01      Redemption of Bonds.

(a)    Optional Redemption. The Bonds maturing on or before August 1, 20\_\_ are not subject to redemption prior to their respective stated maturity dates. The Bonds maturing on or after August 1, 20\_\_ are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, as a whole or in part on any date on or after August 1, 20\_\_, at a redemption price equal to the principal amount thereof called for redemption plus interest accrued thereon to the date fixed for redemption, without premium.

(b)    Mandatory Sinking Fund Redemption. The \$\_\_\_\_\_ Term Bond maturing on August 1, 20\_\_, is also subject to mandatory sinking fund redemption on each Mandatory Sinking Fund Redemption Date and in the respective principal amounts as set forth in the following schedule, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption:

Mandatory Sinking Fund Redemption Date (August 1)	Principal Amount To be Redeemed
_____	\$ _____

† Maturity

[The \$\_\_\_\_\_ Term Bond maturing on August 1, 20\_\_, is also subject to mandatory sinking fund redemption on each Mandatory Sinking Fund Redemption Date and in the respective principal amounts as set forth in the following schedule, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption:

Mandatory Sinking Fund Redemption Date (August 1)	Principal Amount To be Redeemed
	\$

†

† Maturity]

The principal amount to be redeemed in each year shown in the table[s] above will be reduced proportionately, in integral multiples of \$5,000, by the amount of such Term Bond optionally redeemed prior to the mandatory sinking fund redemption date.

(c) Selection of Bonds for Redemption. If less than all of the Bonds of a series are called for redemption, such Bonds shall be redeemed in inverse order of maturities or as otherwise directed by the District. If less than all of the Bonds of any given maturity are called for redemption, the portions of such Bonds of a given maturity to be redeemed shall be determined by lot. For purposes of such selection, each Bond shall be deemed to consist of individual Bonds of denominations of \$5,000 principal amount each, which may be separately redeemed.

SECTION 4.02 Notice of Redemption. (a) Notice of redemption of the Bonds will be given by the Paying Agent. Notice of redemption of the Bonds will be mailed postage prepaid not less than 20 nor more than 60 days prior to the date fixed for redemption (i) by first-class mail to the respective Owners of Bonds designated for redemption at the addresses appearing on the bond registration books of the Paying Agent, and (ii) as may be further required in accordance with the Continuing Disclosure Certificate.

Each notice of redemption shall contain all of the following information: (i) the date of such notice; (ii) the name of the affected Bonds and the date of issue of the Bonds; (iii) the date fixed for redemption; (iv) the redemption price, if available; (v) the dates of maturity of the Bonds to be redeemed; (vi) if less than all of the then outstanding Bonds are to be redeemed, the

distinctive serial numbers of the Bonds of each maturity to be redeemed; (vii) in the case of Bonds redeemed in part only, the respective portions of the principal amount of the Bonds of each maturity to be redeemed; (viii) the CUSIP number, if any, of each maturity of Bonds to be redeemed; (ix) a statement that such Bonds must be surrendered by the Owners at the office of the Paying Agent designated by the Paying Agent for such purpose; (x) notice that further interest on such Bonds will not accrue after the designated redemption date; and (xi) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice.

The actual receipt by the Owner of any Bond of notice of such redemption will not be a condition precedent to redemption, and failure to receive such notice, or any defect in the notice given, will not affect the validity of the proceedings for the redemption of such Bonds or the cessation of interest on the date fixed for redemption.

(b) Effect of Notice of Redemption. When notice of redemption has been given substantially as described above, and when the amount necessary for the payment of the redemption price of the Bonds called for redemption is set aside for such purpose, the Bonds designated for redemption will become due and payable on the date fixed for redemption and interest will cease to accrue thereon as of the redemption date, and upon presentation and surrender of such Bonds at the place specified in the notice of redemption, such Bonds will be redeemed and paid at the redemption price thereof out of the money provided therefor. The Owners of Bonds so called for redemption after such date fixed for redemption will look for the payment of such Bonds and the redemption premium thereon, if any, only to moneys on deposit in the Interest and Sinking Fund of the District or the escrow fund established for such purpose. All Bonds redeemed will be cancelled forthwith by the Paying Agent and will not be reissued.

(c) Conditional Notice. Any notice of optional redemption of the Bonds delivered in accordance herewith may be conditioned on any fact or circumstance stated therein, and if any condition stated in the notice of redemption shall not have been satisfied on or prior to the redemption date, (i) said notice shall be of no force and effect, (ii) the District shall not be required to redeem such Bonds, (iii) the redemption shall be cancelled and (iv) the Paying Agent shall within a reasonable time thereafter give notice to the persons and in the manner in which the conditional notice of redemption was given, that such condition or conditions were not met and that the redemption was cancelled. The actual receipt by the Owner of any Bond of notice of such cancellation shall not be a condition precedent to cancellation, and failure to receive such notice or any defect in such notice shall not affect the validity of the cancellation.

(d) Rescission of Notice of Redemption. The District may rescind any optional redemption and notice thereof for any reason on any date on or prior to the date fixed for redemption by causing written notice of the rescission to be given to the Owners of the Bonds so called for redemption. Any optional redemption and notice thereof will be rescinded if for any reason on the date fixed for redemption moneys are not available in the Interest and Sinking Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest, and any premium due on the Bonds called for redemption. Notice of



rescission of redemption will be given in the same manner in which notice of redemption was originally given. The actual receipt by the Owner of any Bond of notice of such rescission will not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice will not affect the validity of the rescission.

(e) Redemption Fund. Prior to or on the redemption date of any Bonds there shall be available in the Interest and Sinking Fund of the District, or held in trust for such purpose as provided by law, moneys for the purpose and sufficient to redeem, at the premiums payable as in this Paying Agent Agreement provided, the Bonds designated in said notice of redemption. Such moneys so set aside in any such escrow fund shall be applied on or after the redemption date solely for payment of principal of and premium, if any, on the Bonds to be redeemed upon presentation and surrender of such Bonds, provided that all moneys in the Interest and Sinking Fund of the District shall be used for the purposes established and permitted by law. Any interest due on or prior to the redemption date shall be paid from the Interest and Sinking Fund of the District, unless otherwise provided for to be paid from such escrow. If, after all of the Bonds have been redeemed and cancelled or paid and cancelled, there are moneys remaining in the Interest and Sinking Fund of the District or otherwise held in trust for the payment of redemption price of the Bonds, said moneys shall be held in or returned or transferred to the Interest and Sinking Fund of the District for payment of any outstanding bonds of the District payable from said fund; provided, however, that if said moneys are part of the proceeds of bonds of the District, said moneys shall be transferred to the fund created for the payment of principal of and interest on such bonds. If no such bonds of the District are at such time outstanding, said moneys shall be transferred to the general fund of the District as provided and permitted by law.

SECTION 4.03 Defeasance of Bonds. The District may pay and discharge any or all of the Bonds by depositing in trust with the Paying Agent or an escrow agent at or before maturity, money or non-callable direct obligations of the United States of America or other non-callable obligations the payment of the principal of and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America, in an amount which will, together with the interest to accrue thereon and available moneys then on deposit in the Interest and Sinking Fund, be fully sufficient in the opinion of a certified public accountant licensed to practice in the State to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates.

If at any time the District pays or causes to be paid or there is otherwise paid to the Owners of any or all outstanding Bonds all of the principal, interest and premium, if any, represented by such Bonds when due, or as described above, or as otherwise provided by law, then such Owners shall cease to be entitled to the obligation of the County to levy and collect taxes to pay the Bonds as described in Section 6.07 hereof, and such obligation and all agreements and covenants of the District to such Owners hereunder and under the District Resolution shall thereupon be satisfied and discharged and shall terminate, except only that the District will remain liable for payment of all principal, interest and premium, if any, represented by such Bonds, but only out of moneys on deposit in the Interest and Sinking Fund or otherwise held in trust for such

payment, provided, that the unclaimed moneys provisions described in Section 6.07 hereof will apply in all events.

## ARTICLE V

### OTHER COVENANTS

SECTION 5.01      Payment of Principal and Interest. On or prior to the date any payment is due in respect of the Bonds, the County Treasurer will deposit with the Paying Agent moneys sufficient to pay the principal and the interest (and premium, if any) to become due in respect of all Bonds outstanding on such Interest Payment Date, but only as required by the Law. When and as paid in full and following surrender thereof to the Paying Agent, all Bonds shall be cancelled by the Paying Agent, and thereafter they shall be destroyed. Moneys for the payment of principal, redemption premium, if any, and interest with respect to the Bonds shall be raised by taxation upon all taxable property in the District and the County shall provide for the levy and collection of such taxes in the manner provided by the Law.

SECTION 5.02      Further Assurances. The District and the County Treasurer will promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other actions as may be necessary or reasonably required in order to further and more fully vest in the Bondowners all rights, interest, powers, benefits, privileges and advantages conferred or intended to be conferred upon them by this Paying Agent Agreement.

SECTION 5.03      Tax Covenants. (a) The District shall not take any action or inaction, or fail to take any action, or permit any action to be taken on its behalf or cause or permit any circumstances within its control to arise or continue, if such action or inaction would adversely affect the exclusion from gross income of the interest payable on the Bonds under Section 103 of the Code. Without limiting the generality of the forgoing, the District shall comply with the instructions and requirements of the Tax Certificate for the Bonds. This covenant shall survive payment in full of the Bonds.

(b) In the event that at any time the District is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any moneys held by the Paying Agent under this Paying Agent Agreement, the District shall so instruct the Paying Agent, as appropriate, in writing, and the Paying Agent shall take such action as may be necessary in accordance with such instructions.

(c) Notwithstanding any provisions of this Section, if the District shall provide to the Paying Agent an Opinion of Bond Counsel that any specified action required under this Section is no longer required or that some further or different action is required in order to maintain the exclusion from federal income tax of interest on the Bonds under Section 103 of the Code, the Paying Agent may conclusively rely on such opinion in complying with the requirements of this Section, and the covenants hereunder shall be deemed to be modified to that extent.

SECTION 5.04      Validity of Bonds. The recital contained in the Bonds that the same are regularly issued pursuant to the Law and that the total amount of indebtedness of the District, including the amount of the Bonds, is within the limit provided by law, shall be conclusive evidence of their validity and of compliance with the provisions of the Law in their issuance.

## ARTICLE VI

### THE PAYING AGENT

SECTION 6.01      Appointment; Acceptance; Designated Office.  
 (a) Appointment; Acceptance; Designated Office. U.S. Bank National Association, is hereby appointed Paying Agent, and hereby accepts and agrees to perform the duties and obligations of the Paying Agent, registrar and transfer agent specifically imposed upon it by this Paying Agent Agreement, and no implied duties shall be read into this Paying Agent Agreement against the Paying Agent.

The Paying Agent is hereby authorized and hereby agrees to pay or redeem the Bonds when duly presented for payment at maturity, or on prior redemption, and to cancel all Bonds upon payment thereof. The Paying Agent shall keep accurate records of all funds administered by it and of all Bonds paid and discharged.

(b) Office of the Paying Agent. The Paying Agent, and any successor Paying Agent, shall designate each place or places where it will conduct the functions of transfer, registration, exchange, payment, and surrender of the Bonds. If no office is so designated for a particular purpose, such functions shall be conducted at the office of U.S. Bank National Association, in St. Paul, Minnesota, or the principal corporate trust office of any successor Paying Agent.

SECTION 6.02      Resignation, Removal, Replacement of Paying Agent. The Paying Agent may at any time resign by giving written notice to the District and the County Treasurer of such resignation, whereupon the County Treasurer shall promptly appoint a successor Paying Agent by the resignation date. Resignation of the Paying Agent will be effective 45 days after notice of the resignation is given as stated above or upon appointment of a successor Paying Agent, whichever first occurs. The County Treasurer may at any time remove the Paying Agent and any successor Paying Agent by an instrument given in writing, with copy to the District. After removal or receiving a notice of resignation of the Paying Agent, the County Treasurer may appoint a temporary Paying Agent or temporarily assume the duties of the Paying Agent to replace the former Paying Agent until the County Treasurer appoints a successor Paying Agent. Any such temporary Paying Agent so appointed by the County Treasurer shall immediately and without further act be superseded by the successor Paying Agent upon the appointment of and acceptance thereof by such successor.

SECTION 6.03      Protection of Paying Agent. The Paying Agent hereby agrees, provided sufficient immediately available funds have been provided to it for such purpose

by the County Treasurer or the District, to use the funds deposited with it solely for payment of the principal of and interest on the Bonds as the same shall become due or become subject to earlier redemption.

SECTION 6.04      Reliance on Documents, Etc.

(a)      The Paying Agent may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Paying Agent by the District and the County.

(b)      The Paying Agent shall not be liable for any error of judgment made in good faith. The Paying Agent shall not be liable for other than its negligence or willful misconduct in connection with any act or omission hereunder.

(c)      No provision of this Paying Agent Agreement shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d)      The Paying Agent may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Paying Agent need not examine the ownership of any Bond, but is protected in acting upon receipt of Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Bondowner or agent of the Bondowner.

(e)      The Paying Agent may consult with counsel, and the written advice of such counsel or any Opinion of Counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and reliance thereon.

(f)      The Paying Agent may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys.

SECTION 6.05      Recitals of District. The recitals contained herein and in the Bonds shall be taken as the statements of the District or the County, as appropriate, and the Paying Agent assumes no responsibility for their correctness.

SECTION 6.06      Paying Agent May Own Bonds. The Paying Agent, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent for the Bonds.

SECTION 6.07      Money Held by Paying Agent; Unclaimed Moneys. Money held by the Paying Agent hereunder may be commingled with other funds held by the Paying Agent, but shall be separately accounted for. Except as otherwise provided herein, the Paying

Agent shall have no duties with respect to investment of funds deposited with it and shall be under no obligation to pay interest on any money received by it hereunder.

Any money held in any fund created pursuant to this Paying Agent Agreement, or held by the Paying Agent in trust, for the payment of the principal of, redemption premium, if any, or interest on the Bonds and remaining unclaimed for two years after the principal of all of the Bonds has become due and payable (whether by maturity or upon prior redemption) shall be transferred to the Interest and Sinking Fund for payment of any outstanding bonds of the District payable from said fund; or, if no such bonds of the District are at such time outstanding, said moneys shall be transferred to the general fund of the District as provided and permitted by law.

SECTION 6.08      Other Transactions. The Paying Agent may engage in or be interested in any financial or other transaction with the District.

SECTION 6.09      Interpleader. The Paying Agent may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The Paying Agent has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

SECTION 6.10      Indemnification. (a) The District shall indemnify the Paying Agent, its officers, directors, employees, and agents for, and hold them harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Paying Agent's acceptance or administration of the Paying Agent's duties hereunder or under the Bonds (except any loss, liability or expense as may be adjudicated by a court of competent jurisdiction to be attributable to the Paying Agent's negligence or willful misconduct), including without limitation the cost and expense (including its counsel fees and disbursements, including the allocated costs and disbursements of internal counsel) of defending itself against any claim or liability (except such action as may be brought against the Paying Agent by the District) in connection with the exercise or performance of any of its powers or duties under this Paying Agent Agreement. The provisions of this Section 6.10 shall survive termination of this Paying Agent Agreement and shall continue for the benefit of any Paying Agent after its resignation as Paying Agent hereunder.

(b) The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of the County Resolution authorizing issuance and sale of the Bonds, or related to the proceedings for sale, award, issuance and delivery of the Bonds in accordance therewith and with the District Resolution and that the District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

## ARTICLE VII

### MISCELLANEOUS

SECTION 7.01      Counterparts. This Paying Agent Agreement may be signed in several counterparts, each of which will constitute an original, but all of which shall constitute one and the same instrument.

SECTION 7.02      Continuing Disclosure. The District hereby covenants and agrees that it shall comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Paying Agent Agreement, failure of the District to comply with the Continuing Disclosure Certificate shall not be considered an event of default hereunder; provided that any Owner or Beneficial Owner (as defined below) may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. For purposes of this Section 7.02, "Beneficial Owner" shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

SECTION 7.03      Notices. Unless otherwise specified herein, all notices, statements, orders, requests or other communications hereunder by any party to another shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered or certified mail, return receipt requested, postage prepaid, or if given by fax, electronically, or other means of written communication and confirmed by mail:

If to the District:

Albany Unified School District  
1051 Monroe Street  
Albany, CA 94706  
Attn: Superintendent

If to the County:

County of Alameda  
1221 Oak Street, Room 131  
Oakland, CA 94612  
Attn: Treasurer-Tax Collector

If to the Paying Agent:

U.S. Bank National Association  
Mail Station : SF-CA-SF  
One California Street, Suite 1000  
San Francisco, CA 94111  
Attn: Global Corporate Trust Services

SECTION 7.04      Governing Law. This Paying Agent Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Paying Agent Agreement, relating to the ALBANY UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, ELECTION OF 2016 (MEASURE B), 2018 SERIES B, to be duly executed by their officers duly authorized as of the date first written above.

ALBANY UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_  
Authorized District Representative

U.S. BANK NATIONAL ASSOCIATION, as  
Paying Agent

By \_\_\_\_\_  
Authorized Officer

Acknowledged:

By \_\_\_\_\_  
Treasurer-Tax Collector  
County of Alameda

## EXHIBIT A

## [FORM OF BOND]

Number	UNITED STATES OF AMERICA	Amount
R-_____	STATE OF CALIFORNIA	\$_____
	COUNTY OF ALAMEDA	

ALBANY UNIFIED SCHOOL DISTRICT  
GENERAL OBLIGATION BONDS,  
ELECTION OF 2016 (MEASURE B), 2018 SERIES B

DATED AS OF	INTEREST RATE	MATURITY DATE	CUSIP NO.
[Closing Date]	_____%	August 1, 20__	012104__

Registered Owner: CEDE & CO.

Principal Sum: \_\_\_\_\_ DOLLARS

Albany Unified School District, County of Alameda, State of California (herein called the "District"), hereby acknowledges itself obligated to and promises to cause to be paid to the registered owner identified above or registered assigns, but only from taxes collected by the County of Alameda (the "County") for such purpose pursuant to Section 15250 of the Education Code of the State of California, on the maturity date set forth above or upon redemption prior thereto, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon in like lawful money at the interest rate per annum stated above, computed on the basis of a 360-day year of twelve 30-day months, payable on February 1 and August 1 in each year (each an "Interest Payment Date"), commencing [August 1, 2018], until payment of said principal sum. If this bond is authenticated and registered on any date prior to the close of business on [July 15, 2018], it shall bear interest from the date hereof. If authenticated during the period between any Record Date (defined as the 15th day of the month preceding an Interest Payment Date) and the close of business on its corresponding Interest Payment Date, it shall bear interest from such Interest Payment Date. Otherwise, this bond shall bear interest from the Interest Payment Date immediately preceding the date of its authentication.

The principal hereof is payable to the registered owner hereof upon the surrender hereof at the place or places designated for the purpose by the paying agent/registrar and transfer agent of the District (herein called the "Paying Agent"), initially U.S. Bank National Association. The interest hereon is payable to the person whose name appears on the bond registration books of the Paying Agent as the registered owner hereof as of the close of business on the Record Date preceding each Interest Payment Date, such interest to be paid by check or draft mailed to such registered owner at the owner's address as it appears on such registration books, or at such other



address filed with the Paying Agent for that purpose. Upon written request, given no later than the Record Date immediately preceding an Interest Payment Date, of the owner of Bonds (hereinafter defined) aggregating at least \$1,000,000 in principal amount, interest will be paid by wire transfer to an account maintained in the United States as specified by the owner in such request. So long as Cede & Co. or its registered assigns shall be the registered owner of this bond, payment shall be made by wire transfer as provided in the Paying Agent Agreement hereinafter described.

This bond is one of a duly authorized issue of bonds of like tenor (except for such variations, if any, as may be required to designate varying series, numbers, denominations, interest rates, maturities and redemption provisions), amounting in the aggregate to \$[Measure B Par], and designated as “Albany Unified School District General Obligation Bonds, Election of 2016 (Measure B), 2018 Series B” (the “Bonds”). The Bonds were authorized by a vote of at least two-thirds of the voters voting at an election duly and legally called, held and conducted in the District on June 7, 2016. The Bonds are issued and sold by the Board of Education of the District, pursuant to and in strict conformity with the provisions of the Constitution and laws of the State of California, and of a resolution (herein called the “Resolution”) adopted by said Board of Education on [February 27], 2018, and subject to the more particular terms specified in the Paying Agent Agreement, dated as of [June] 1, 2018, between the District and the Paying Agent and acknowledged by the Treasurer-Tax Collector of the County (the “Paying Agent Agreement”). Reference is hereby made to the Paying Agent Agreement and any and all amendments thereof for a description of the terms on which the Bonds are issued, for the rights of the owners of the Bonds, for the provisions for payment of the Bonds, and for any amendment of the Paying Agent Agreement (with or without consent of the owners of the Bonds); and all the terms of the Paying Agent Agreement are hereby incorporated herein and constitute a contract between the District and the registered owner of this bond, to all the provisions of which the registered owner of this bond, by acceptance hereof, agrees and consents. Capitalized undefined terms used herein have the meanings ascribed thereto in the Paying Agent Agreement.

The Bonds are issued as fully registered bonds without coupons in the denomination of \$5,000 or any integral multiple thereof, provided that no Bond shall have principal maturing on more than one principal maturity date. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Paying Agent Agreement, the Bonds may be exchanged for a like aggregate principal amount of Bonds of the same series, maturity and interest rate of other authorized denominations.

This bond is transferable by the registered owner hereof, in person or by attorney duly authorized in writing, at said office of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Paying Agent Agreement, and upon surrender and cancellation of this bond. Upon such transfer, a new Bond or Bonds of authorized denomination or denominations for the same series, maturity, interest rate, and same aggregate principal amount will be issued to the transferee in exchange herefor.

The District and the Paying Agent may treat the registered owner hereof as the absolute owner hereof for all purposes, and the District and the Paying Agent shall not be affected by any notice to the contrary.

The Bonds are subject to optional and mandatory sinking fund redemption on the terms and subject to the conditions specified in the Paying Agent Agreement and as shown in the Redemption Schedule attached hereto. If this bond is called for redemption and payment is duly provided therefor, interest shall cease to accrue hereon from and after the date fixed for redemption.

The Board of Education of the District hereby certifies and declares that the total amount of indebtedness of the District, including the amount of this bond, is within the limit provided by law; that all acts, conditions and things required by law to be done or performed precedent to and in the issuance of this bond have been done and performed in strict conformity with the laws authorizing the issuance of this bond; and that this bond is in substantially the form prescribed by order of the Board of Education of the District duly made and entered on its minutes. The Bonds represent an obligation of the District payable out of the Interest and Sinking Fund of the District, and the money for the redemption of this bond, and the payment of principal of and interest thereon, shall be raised by taxation upon the taxable property of the District.

This bond shall not be entitled to any benefit under the Paying Agent Agreement, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been signed by the Paying Agent.

IN WITNESS WHEREOF the Board of Education of the Albany Unified School District, County of Alameda, State of California, has caused this ALBANY UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BOND, ELECTION OF 2016 (MEASURE B), 2018 SERIES B, to be executed by the manual or facsimile signature of its President and to be countersigned by the manual or facsimile signature of the Secretary of said Board, as of the date set forth above.

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President of the Board of Education  
of Albany Unified School District

Countersigned:

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Secretary of the Board of Education  
of Albany Unified School District

PAYING AGENT'S CERTIFICATE OF AUTHENTICATION  
AND REGISTRATION

This is one of the ALBANY UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, ELECTION OF 2016 (MEASURE B), 2018 SERIES B, described in the within-mentioned Paying Agent Agreement and authenticated and registered on [Closing Date].

U.S. BANK NATIONAL ASSOCIATION,  
as Paying Agent/Registrar and Transfer Agent

By \_\_\_\_\_  
Authorized Officer

DTC LEGEND

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

## ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto \_\_\_\_\_ the within-mentioned Registered Bond and hereby irrevocably constitute(s) and appoint(s) \_\_\_\_\_ attorney, to transfer the same on the books of the Paying Agent/Registrar and Transfer Agent with full power of substitution in the premises.

\_\_\_\_\_  
I.D. Number

\_\_\_\_\_  
NOTE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Registered Bond in every particular, without alteration or enlargement or any change whatsoever.

Dated: \_\_\_\_\_

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

Notice: Signature must be guaranteed by an eligible guarantor institution.

## REDEMPTION SCHEDULE

[To come]

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PAYING AGENT AGREEMENT

by and between the

ALBANY UNIFIED SCHOOL DISTRICT,  
Alameda County, California

and

U.S. BANK NATIONAL ASSOCIATION,  
as Paying Agent

Dated as of [June] 1, 2018

Relating to the

ALBANY UNIFIED SCHOOL DISTRICT  
GENERAL OBLIGATION BONDS,  
ELECTION OF 2016 (MEASURE E), 2018 SERIES B

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## PAYING AGENT AGREEMENT

This PAYING AGENT AGREEMENT, made and entered into as of [June] 1, 2018, by and between the ALBANY UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under and by virtue of the Constitution and laws of the State of California, and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, as paying agent (the “Paying Agent”), and acknowledged by the Treasurer-Tax Collector of the County of Alameda, California (the “County”),

### W I T N E S S E T H:

WHEREAS, an election was duly called and regularly held in the Albany Unified School District, County of Alameda, California (herein called the “District”), on June 7, 2016, pursuant to Section 15266 *et seq.* of the Education Code (the “Education Code”) of the State of California (the “State”), at which the following proposition was submitted to the electors of the District (locally known as “Measure E”):

“To relieve Albany Middle School overcrowding, construct classrooms, science labs, and flexible learning spaces that meet seismic safety and accessibility codes; replace old portables with modern classrooms; and acquire technology and equipment at all schools to support science, engineering, math, and the humanities; shall Albany Unified School District issue \$25 million of bonds at legal rates, with independent oversight, no money for administrators’ salaries, and all funds benefitting Albany schools?”; and

WHEREAS, passage of said Measure E required a 55% affirmative vote of the votes cast therein, and at least 55% of the votes cast on said proposition were in favor of issuing said bonds, and the proposition was declared approved; and

WHEREAS, the District certified to the Board of Supervisors of the County that all of the election proceedings were conducted in accordance with law; and

WHEREAS, the District has issued its “Albany Unified School District General Obligation Bonds, Election of 2016 (Measure E), Series 2016A” in the aggregate principal amount of \$9,000,000; and

WHEREAS, the Superintendent of Schools of the County has jurisdiction over the District; and

WHEREAS, by its resolution duly adopted on [February 27], 2018, the Board of Education of the District authorized the issuance of a portion of said bonds in one or more series in an aggregate principal amount not exceeding \$[Measure E NTE], pursuant to Article 4.5 of Chapter 3, of Part 1 of Division 2 of Title 5 of the Government Code of the State (the “Government Code”), and other applicable provisions of law, including applicable provisions of the Education Code; and

WHEREAS, a school district is authorized by Sections 53506 *et seq.* of the Government Code to issue and sell its bonds by a negotiated (or private) sale to an underwriter; Section 53508.7 of the Government Code limits a private sale to bonds sold pursuant to Sections 15140 or 15146 of the Education Code; and Section 15140(b) of the Education Code requires that for a school district to issue its own bonds without the County’s participation, it must not have received a qualified or negative certification in its most recent interim report; and

WHEREAS, the District has found and determined, and by execution hereof so represents, that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Paying Agent Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Paying Agent Agreement;

NOW, THEREFORE, in order to provide for the payment of the Bonds and the performance and observance by the District of all the covenants, agreements and conditions herein and in the Bonds contained; to secure the acknowledgement and consent of the Treasurer-Tax Collector of the County (the “County Treasurer”) to the payment arrangements provided for herein; and in consideration of the mutual covenants and agreements contained herein, and for other valuable consideration to both parties, the District and the Paying Agent hereby agree as follows:

## ARTICLE I

### DEFINITIONS

SECTION 1.01      Definitions. Unless the context otherwise requires, the terms defined in this Section 1.01 shall, for all purposes hereof and of any amendment hereof or supplement hereto and of the Bonds and of any certificate, opinion, request or other document mentioned herein or therein, have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein:

“Authorized District Representative” shall mean the Superintendent of the District, the Chief Business Official of the District or any other officer of the District designated by the Board of Education.

“Board of Education” shall mean the Board of Education of the District.

“Bondowner” or “Owner” shall mean the person in whose name any Bond shall be registered.

“Bonds” shall mean the bonds issued pursuant to this Paying Agent Agreement, in one or more series or subseries, designated the “Albany Unified School District General Obligation Bonds, Election of 2016 (Measure E), 2018 Series B,” with such additional or other series or subseries designations as may be approved as provided in the District Resolution.

“Business Day” shall mean any day of the week other than a Saturday or a Sunday on which the Paying Agent is not required or authorized to remain closed, and on which the New York Stock Exchange is open for business.

“Code” shall mean the Internal Revenue Code of 1986, as the same shall be hereafter amended, and any regulations heretofore issued or which shall be hereafter issued by the United States Department of the Treasury thereunder.

“Continuing Disclosure Certificate” shall mean that certain Continuing Disclosure Certificate executed and delivered by the District, dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“County” shall mean the County of Alameda, State of California.

“County Treasurer” shall mean the Treasurer-Tax Collector of the County. The “Office of the County Treasurer” shall mean the Office of the Treasurer-Tax Collector of the County, in Oakland, California.

“District” shall mean the Albany Unified School District, located in the County.

“District Resolution” shall mean Resolution No. [\_\_\_\_], adopted by the Board of Education of the District on [February 27], 2018.

“Interest and Sinking Fund” shall mean the Interest and Sinking Fund of the District administered by the County Treasurer, established pursuant to State law.

“Interest Payment Date” shall mean February 1 and August 1 of each year. The first Interest Payment Date shall be [August 1, 2018].

“Law” shall mean Chapters 1 and 1.5 of Part 10 of Division 1 of Title 1 of the Education Code, and other applicable provisions of law and Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code.

“Opinion of Bond Counsel” shall mean a written opinion of counsel of recognized national standing in the field of law relating to municipal bonds, appointed and paid by the District.

“Owner.” See “Bondowner” defined herein.

“Paying Agent” shall mean U.S. Bank National Association, as initial paying agent, registrar, and transfer agent with respect to the Bonds, its successors and assigns and any other corporation or association which may at any time be substituted in its place as provided in Section 6.02 hereof.

“Paying Agent Agreement” shall mean this agreement, between the District and the Paying Agent, and acknowledged by the County Treasurer. “Paying Agent Agreement” as used herein shall not refer to any other agreement for paying agent services, specifying compensation for such services, between the County Treasurer and the Paying Agent relating to the Bonds.

“Record Date” shall mean the 15th day of the month preceding any Interest Payment Date. The first Record Date shall be [July 15, 2018].

“State” shall mean the State of California.

“Tax Certificate” shall mean any of the several Tax Certificates concerning certain matters pertaining to the use of proceeds of the Bonds, executed and delivered by the District on the date of issuance of the Bonds, including all exhibits attached thereto, as such certificate may from time to time be modified or supplemented in accordance with the terms thereof.

“Written Order of the District” or “Written Request of the District” shall mean an instrument in writing, signed by an Authorized District Representative in writing for the purpose by either of said officers or by the Board of Education of the District.

## ARTICLE II

### THE BONDS

SECTION 2.01      Authorization and Designation. The Bonds are issued for, and the proceeds of sale thereof shall be used exclusively for, the purposes approved by the voters

of the District on June 7, 2016, in the bond measure known locally as “Measure E,” as authorized by Resolution No. 2015-16-10, adopted by the Board of Education of the District on February 23, 2016. The Bonds shall be issued in fully registered form, without coupons.

SECTION 2.02      The Bonds.    The Bonds in the aggregate principal amount of \$[Measure E Par] are issued under this Paying Agent Agreement, upon terms further described below in this Section:

(a)      Date of Bonds.    The Bonds shall be dated as of the date of issuance thereof, i.e., [Closing Date].

(b)      Denominations of Bonds.    The Bonds shall be issued in the denomination of \$5,000 principal amount or any integral multiple thereof. No Bond shall mature on more than one maturity date.

(c)      Payment of Principal of Bonds.    The Bonds shall mature on February 1 or August 1 in each of the years and principal amounts and bear interest at the annual rates of interest shown below:

<b>Maturity Date (August 1)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>
	\$	%

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\* Term Bonds

The principal and any redemption premium of the Bonds shall be payable in lawful money of the United States of America to the Owner thereof, upon the surrender thereof at the office of the Paying Agent designated for the purpose pursuant to Section 6.01(b), on or after the maturity date thereof or upon redemption prior to maturity.

(d) Payment of Interest on Bonds. The Bonds shall bear interest at the respective rates shown in the table in subsection (c) above, payable on February 1 and August 1 of each year, commencing [August 1, 2018], until payment of the principal amount thereof. Each Bond authenticated and registered on any date prior to the close of business on the first Record Date shall bear interest from the date of said Bond. Each Bond authenticated during the period between any Record Date and the close of business on its corresponding Interest Payment Date shall bear interest from such Interest Payment Date. Any other Bond shall bear interest from the Interest Payment Date immediately preceding the date of its authentication. If, at the time of authentication of any Bond, interest is in default on any outstanding Bonds, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on the outstanding Bonds. Interest on the Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The interest on the Bonds shall be payable in lawful money to the person or entity whose name appears on the bond registration books of the Paying Agent as the Owner thereof as of the close of business on the applicable Record Date for each Interest Payment Date. Payment of the interest on any Bond shall be made by check or draft mailed by first class mail on each Interest Payment Date (or on the following Business Day, if the Interest Payment Date does not fall on a Business Day) to such Owner at such Owner's address as it appears on such registration books or at such address as the Owner may have filed with the Paying Agent for that purpose on or before the Record Date; or upon written request of the Owner of interest-bearing Bonds aggregating not less than \$1,000,000 in principal amount, given no later than the Record Date immediately preceding the applicable Interest Payment Date, by wire transfer in immediately available funds to an account maintained in the United States at such wire address as such Owner shall specify in its written notice. So long as Cede & Co. or its registered assigns shall be the registered owner of any of the Bonds, payment shall be made thereto by wire transfer as provided in Section 2.06 hereof.

SECTION 2.03 Form and Registration of Bonds. (a) The Bonds, including the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon, shall be in substantially the form attached hereto as Exhibit A, with necessary or appropriate variations, omissions and insertions as permitted or required by this Paying Agent Agreement (provided that if a portion of the text of any Bond is printed on the reverse of the bond,

the following legend shall be printed on the bond: “THE PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE HEREOF AND SUCH CONTINUED PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.”).

(b) The Bonds when issued shall be registered in the name of “Cede & Co.,” as nominee of The Depository Trust Company, New York, New York, and shall be initially issued as one bond for each of the maturities of the Bonds for each series, in the principal amounts set forth in the table in Section 2.02. The Depository Trust Company is hereby appointed depository for the Bonds and registered ownership of the Bonds may not thereafter be transferred except as provided in Sections 2.06 and 2.07 hereof.

SECTION 2.04      Execution and Authentication of Bonds. The Bonds shall be signed by the manual or facsimile signatures of the President of the Board of Education and countersigned by the manual or facsimile signature of the Secretary or the Clerk of the Board of Education. Each Bond shall be authenticated by a manual signature of a duly authorized officer of the Paying Agent. Only such of the Bonds as shall bear thereon a certificate of authentication and registration in the form given in Exhibit A hereto, executed by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Paying Agent Agreement, and such certificate of the Paying Agent shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Paying Agent Agreement.

SECTION 2.05      Book-Entry System. (a) The Bonds shall be initially issued and registered as provided in Section 2.03 hereof. Registered ownership of the Bonds, or any portion thereof, may not thereafter be transferred except:

(i) To any successor of Cede & Co., as nominee of The Depository Trust Company, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this Section (a “substitute depository”); provided, that any successor of Cede & Co., as nominee of The Depository Trust Company or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the County Treasurer, upon (1) the resignation of The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the County Treasurer to substitute another depository for The Depository Trust Company (or its successor) because The Depository Trust Company or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person as provided below, upon (1) the resignation of The Depository Trust Company or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the County Treasurer to remove The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository.

(b) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) hereof, upon receipt of the outstanding Bonds by the Paying Agent, together with a Written Request of the District, a new Bond for each maturity shall be executed and delivered pursuant to the procedures described in Section 2.04 hereof in the aggregate principal amount of the Bonds then outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such Written Request of the District. In the case of any transfer pursuant to clause (iii) of subsection (a) hereof, upon receipt of the outstanding Bonds by the Paying Agent together with a Written Request of the District, new Bonds shall be executed and delivered in such denominations numbered in the manner determined by the Paying Agent and registered in the names of such persons as are requested in such Written Request of the District, subject to the limitations of Sections 2.02 and 2.03, as applicable, and the receipt of such a Written Request of the District, and thereafter, the Bonds shall be transferred pursuant to the provisions set forth in Section 2.06 of this Paying Agent Agreement; provided, that the Paying Agent shall not be required to deliver such new Bonds within a period of fewer than 60 days.

(c) The County Treasurer, the District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof, notwithstanding any notice to the contrary received by the County Treasurer, the District or the Paying Agent, and the County Treasurer, the District and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Bonds. Neither the County Treasurer, the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners or to any other party including The Depository Trust Company or its successor (or substitute depository or its successor), except as the Owner of any Bonds.

(d) So long as the outstanding Bonds are registered in the name of Cede & Co. or its registered assigns, the County Treasurer, the District and the Paying Agent shall cooperate with Cede & Co., as sole Owner, or its registered assigns, in effecting payment of the principal of and interest on the Bonds by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available (e.g., by wire transfer) on the date they are due.

#### SECTION 2.06      Transfer of Bonds upon Termination of Book-Entry System.

In the event that at any time the Bonds shall no longer be registered in the name of Cede & Co. as



a result of the operation of Section 2.05 hereof, then the procedures contained in this Section 2.06 shall apply.

Any Bond may, in accordance with its terms, be transferred upon the books required to be kept pursuant to the provisions of Section 2.08 hereof by the person in whose name it is registered, in person or by the duly authorized attorney of such person, upon surrender of such Bond to the Paying Agent for cancellation at the office of the Paying Agent designated for that purpose, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent.

Whenever any Bond or Bonds shall be surrendered for transfer, the designated County officials shall execute (as provided in Section 2.04 hereof) and the Paying Agent shall authenticate and deliver a new Bond or Bonds of the same maturity, for a like aggregate principal amount and bearing the same rate or rates of interest. The Paying Agent shall require the payment by the Bondowner requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

No transfer of Bonds shall be required to be made by the Paying Agent during the period from the close of business on the Record Date next preceding any Interest Payment Date or the date fixed for redemption to and including such Interest Payment Date or the date fixed for redemption.

SECTION 2.07      Exchange of Bonds. Bonds may be exchanged at the office of the Paying Agent designated for that purpose, for a like aggregate principal amount of Bonds of other authorized denominations of the same maturity and interest rate. The Paying Agent shall require the payment by the Bondowner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. No exchange of Bonds shall be required to be made by the Paying Agent during the period from the close of business on the Record Date next preceding any Interest Payment Date or date fixed for redemption to and including such Interest Payment Date or the date fixed for redemption.

SECTION 2.08      Bond Register. (a) The Paying Agent will keep or cause to be kept, at the place it shall designate for the purpose, sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the County Treasurer and the District, and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as hereinbefore provided.

(b)      The Paying Agent shall assign each Bond authenticated and registered by it a distinctive letter or number, or letter and number.

## ARTICLE III

### ISSUANCE OF THE BONDS

SECTION 3.01      Delivery of Bonds. The Paying Agent is hereby authorized to authenticate and deliver the Bonds to or upon the Written Request of the District.

SECTION 3.02      Application of Proceeds of Sale of Bonds. Upon the delivery of the Bonds to the initial purchaser thereof, and the payment by the initial purchaser by wire transfer of (i) \$[COI Deposit] to the Paying Agent to be deposited to the costs of issuance account for payment of the costs of issuance, and (ii) \$[Purchase Price Less COI Deposit] to the County Treasurer, for payment of the purchase price of the Bonds, the Paying Agent shall administer the sum received for costs of issuance in accordance with the written orders of the initial purchaser and the District dated the date of delivery of the Bonds. The County Treasurer-Tax Collector shall deposit (i) \$[Building Fund Deposit] in the building fund of the District within the County Treasury, and (ii) the balance of moneys derived from premium on the Bonds, in the amount of \$[I&S Fund Deposit], in the Interest and Sinking Fund of the District.

The District shall cause the County Treasurer to create and maintain any accounts or subaccounts for deposit of the proceeds of the Bonds as the District shall determine is necessary in order to separately monitor the investment and expenditure of such funds in order to comply with the laws applicable to each, and as may be necessary to make any needed calculations of arbitrage and rebate thereon.

The County makes no assurance regarding the application of the proceeds of the Bonds by the District.

SECTION 3.03      Investment of Funds. The proceeds from the sale of the Bonds, exclusive of any premium and accrued interest received, shall be deposited in the County treasury to the credit of the building fund of the District. Any premium and accrued interest shall be deposited upon receipt in the Interest and Sinking Fund of the District within the County treasury. Earnings on the investment of moneys in either fund will be retained in that fund and used only for the purposes to which that fund may lawfully be applied. Moneys in the building fund may only be applied for the purposes for which the Bonds were approved. Moneys in the Interest and Sinking Fund may only be applied to make payments of interest, principal, and premium, if any, on bonds of the District.

All funds held by the County Treasurer under the District Resolution and hereunder will be invested in the County Treasurer's investment pool, the Local Agency Investment Fund, or any investment authorized pursuant to Sections 53601 and 53635 of the Government Code, all pursuant to law and the investment policy of the County. At the written direction of the District,

all or any portion of the building fund of the District may be invested in the Local Agency Investment Fund in the treasury of the State, and all or any portion of the building fund of the District may be invested on behalf of the District in investment agreements, including guaranteed investment contracts, which comply with the requirements of Section 148 of the Code and the requirements of each rating agency then rating the Bonds necessary to maintain the then-current rating on the Bonds.

## ARTICLE IV

### REDEMPTION OF THE BONDS

#### SECTION 4.01      Redemption of Bonds.

(a)    Optional Redemption. The Bonds maturing on or before August 1, 20\_\_, are not subject to redemption prior to their respective stated maturity dates. The Bonds maturing on or after August 1, 20\_\_, are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, as a whole or in part on any date on or after August 1, 20\_\_, at a redemption price equal to the principal amount thereof called for redemption plus interest accrued thereon to the date fixed for redemption, without premium.

(b)    Mandatory Sinking Fund Redemption. The \$\_\_\_\_\_ Term Bond maturing on August 1, 20\_\_, is also subject to mandatory sinking fund redemption on each Mandatory Sinking Fund Redemption Date and in the respective principal amounts as set forth in the following schedule, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption:

Mandatory Sinking Fund Redemption Date (August 1)	Principal Amount To be Redeemed
_____	_____
†	\$

† Maturity

The principal amount to be redeemed in each year shown in the table above will be reduced proportionately, in integral multiples of \$5,000, by the amount of such Term Bond optionally redeemed prior to the mandatory sinking fund redemption date.

(c) Selection of Bonds for Redemption. If less than all of the Bonds of a series are called for redemption, such Bonds shall be redeemed in inverse order of maturities or as otherwise directed by the District. If less than all of the Bonds of any given maturity are called for redemption, the portions of such Bonds of a given maturity to be redeemed shall be determined by lot. For purposes of such selection, each Bond shall be deemed to consist of individual Bonds of denominations of \$5,000 principal amount each, which may be separately redeemed.

SECTION 4.02 Notice of Redemption. (a) Notice of redemption of the Bonds will be given by the Paying Agent. Notice of redemption of the Bonds will be mailed postage prepaid not less than 20 nor more than 60 days prior to the date fixed for redemption (i) by first-class mail to the respective Owners of Bonds designated for redemption at the addresses appearing on the bond registration books of the Paying Agent, and (ii) as may be further required in accordance with the Continuing Disclosure Certificate.

Each notice of redemption shall contain all of the following information: (i) the date of such notice; (ii) the name of the affected Bonds and the date of issue of the Bonds; (iii) the date fixed for redemption; (iv) the redemption price, if available; (v) the dates of maturity of the Bonds to be redeemed; (vi) if less than all of the then outstanding Bonds are to be redeemed, the distinctive serial numbers of the Bonds of each maturity to be redeemed; (vii) in the case of Bonds redeemed in part only, the respective portions of the principal amount of the Bonds of each maturity to be redeemed; (viii) the CUSIP number, if any, of each maturity of Bonds to be redeemed; (ix) a statement that such Bonds must be surrendered by the Owners at the office of the Paying Agent designated by the Paying Agent for such purpose; (x) notice that further interest on such Bonds will not accrue after the designated redemption date; and (xi) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice.

The actual receipt by the Owner of any Bond of notice of such redemption will not be a condition precedent to redemption, and failure to receive such notice, or any defect in the notice given, will not affect the validity of the proceedings for the redemption of such Bonds or the cessation of interest on the date fixed for redemption.

(b) Effect of Notice of Redemption. When notice of redemption has been given substantially as described above, and when the amount necessary for the payment of the redemption price of the Bonds called for redemption is set aside for such purpose, the Bonds designated for redemption will become due and payable on the date fixed for redemption and interest will cease to accrue thereon as of the redemption date, and upon presentation and surrender of such Bonds at the place specified in the notice of redemption, such Bonds will be redeemed and paid at the redemption price thereof out of the money provided therefor. The Owners of Bonds so called for redemption after such date fixed for redemption will look for the payment of such Bonds and the redemption premium thereon, if any, only to moneys on deposit in the Interest and Sinking

Fund of the District or the escrow fund established for such purpose. All Bonds redeemed will be cancelled forthwith by the Paying Agent and will not be reissued.

(c) Conditional Notice. Any notice of optional redemption of the Bonds delivered in accordance herewith may be conditioned on any fact or circumstance stated therein, and if any condition stated in the notice of redemption shall not have been satisfied on or prior to the redemption date, (i) said notice shall be of no force and effect, (ii) the District shall not be required to redeem such Bonds; (iii) the redemption shall be cancelled and (iv) the Paying Agent shall within a reasonable time thereafter give notice to the persons and in the manner in which the conditional notice of redemption was given, that such condition or conditions were not met and that the redemption was cancelled. The actual receipt by the Owner of any Bond of notice of such cancellation shall not be a condition precedent to cancellation, and failure to receive such notice or any defect in such notice shall not affect the validity of the cancellation.

(d) Rescission of Notice of Redemption. The District may rescind any optional redemption and notice thereof for any reason on any date on or prior to the date fixed for redemption by causing written notice of the rescission to be given to the Owners of the Bonds so called for redemption. Any optional redemption and notice thereof will be rescinded if for any reason on the date fixed for redemption moneys are not available in the Interest and Sinking Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest, and any premium due on the Bonds called for redemption. Notice of rescission of redemption will be given in the same manner in which notice of redemption was originally given. The actual receipt by the Owner of any Bond of notice of such rescission will not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice will not affect the validity of the rescission.

(e) Redemption Fund. Prior to or on the redemption date of any Bonds there shall be available in the Interest and Sinking Fund of the District, or held in trust for such purpose as provided by law, moneys for the purpose and sufficient to redeem, at the premiums payable as in this Paying Agent Agreement provided, the Bonds designated in said notice of redemption. Such moneys so set aside in any such escrow fund shall be applied on or after the redemption date solely for payment of principal of and premium, if any, on the Bonds to be redeemed upon presentation and surrender of such Bonds, provided that all moneys in the Interest and Sinking Fund of the District shall be used for the purposes established and permitted by law. Any interest due on or prior to the redemption date shall be paid from the Interest and Sinking Fund of the District, unless otherwise provided for to be paid from such escrow. If, after all of the Bonds have been redeemed and cancelled or paid and cancelled, there are moneys remaining in the Interest and Sinking Fund of the District or otherwise held in trust for the payment of redemption price of the Bonds, said moneys shall be held in or returned or transferred to the Interest and Sinking Fund of the District for payment of any outstanding bonds of the District payable from said fund;

provided, however, that if said moneys are part of the proceeds of bonds of the District, said moneys shall be transferred to the fund created for the payment of principal of and interest on such bonds. If no such bonds of the District are at such time outstanding, said moneys shall be transferred to the general fund of the District as provided and permitted by law.

SECTION 4.03      Defeasance of Bonds. The District may pay and discharge any or all of the Bonds by depositing in trust with the Paying Agent or an escrow agent at or before maturity, money or non-callable direct obligations of the United States of America or other non-callable obligations the payment of the principal of and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America, in an amount which will, together with the interest to accrue thereon and available moneys then on deposit in the Interest and Sinking Fund, be fully sufficient in the opinion of a certified public accountant licensed to practice in the State to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates.

If at any time the District pays or causes to be paid or there is otherwise paid to the Owners of any or all outstanding Bonds all of the principal, interest and premium, if any, represented by such Bonds when due, or as described above, or as otherwise provided by law, then such Owners shall cease to be entitled to the obligation of the County to levy and collect taxes to pay the Bonds as described in Section 6.07 hereof, and such obligation and all agreements and covenants of the District to such Owners hereunder and under the District Resolution shall thereupon be satisfied and discharged and shall terminate, except only that the District will remain liable for payment of all principal, interest and premium, if any, represented by such Bonds, but only out of moneys on deposit in the Interest and Sinking Fund or otherwise held in trust for such payment, provided, that the unclaimed moneys provisions described in Section 6.07 hereof will apply in all events.

## ARTICLE V

### OTHER COVENANTS

SECTION 5.01      Payment of Principal and Interest. On or prior to the date any payment is due in respect of the Bonds, the County Treasurer will deposit with the Paying Agent moneys sufficient to pay the principal and the interest (and premium, if any) to become due in respect of all Bonds outstanding on such Interest Payment Date, but only as required by the Law. When and as paid in full and following surrender thereof to the Paying Agent, all Bonds shall be cancelled by the Paying Agent, and thereafter they shall be destroyed. Moneys for the payment of principal, redemption premium, if any, and interest with respect to the Bonds shall be raised by taxation upon all taxable property in the District and the County shall provide for the levy and collection of such taxes in the manner provided by the Law.

SECTION 5.02      Further Assurances. The District and the County Treasurer will promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other actions as may be necessary or reasonably required in order to further and more fully vest in the Bondowners all rights, interest, powers, benefits, privileges and advantages conferred or intended to be conferred upon them by this Paying Agent Agreement.

SECTION 5.03      Tax Covenants. (a) The District shall not take any action or inaction, or fail to take any action, or permit any action to be taken on its behalf or cause or permit any circumstances within its control to arise or continue, if such action or inaction would adversely affect the exclusion from gross income of the interest payable on the Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the District shall comply with the instructions and requirements of the Tax Certificate for the Bonds. This covenant shall survive payment in full of the Bonds.

(b) In the event that at any time the District is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any moneys held by the Paying Agent under this Paying Agent Agreement, the District shall so instruct the Paying Agent, as appropriate, in writing, and the Paying Agent shall take such action as may be necessary in accordance with such instructions.

(c) Notwithstanding any provisions of this Section, if the District shall provide to the Paying Agent an Opinion of Bond Counsel that any specified action required under this Section is no longer required or that some further or different action is required in order to maintain the exclusion from federal income tax of interest on the Bonds under Section 103 of the Code, the Paying Agent may conclusively rely on such opinion in complying with the requirements of this Section, and the covenants hereunder shall be deemed to be modified to that extent.

SECTION 5.04      Validity of Bonds. The recital contained in the Bonds that the same are regularly issued pursuant to the Law and that the total amount of indebtedness of the District, including the amount of the Bonds, is within the limit provided by law, shall be conclusive evidence of their validity and of compliance with the provisions of the Law in their issuance.

## ARTICLE VI

### THE PAYING AGENT

SECTION 6.01      Appointment; Acceptance; Designated Office.  
 (a) Appointment; Acceptance; Designated Office. U.S. Bank National Association, is hereby appointed Paying Agent, and hereby accepts and agrees to perform the duties and obligations of the Paying Agent, registrar and transfer agent specifically imposed upon it by this Paying Agent

Agreement, and no implied duties shall be read into this Paying Agent Agreement against the Paying Agent.

The Paying Agent is hereby authorized and hereby agrees to pay or redeem the Bonds when duly presented for payment at maturity, or on prior redemption, and to cancel all Bonds upon payment thereof. The Paying Agent shall keep accurate records of all funds administered by it and of all Bonds paid and discharged.

(b) Office of the Paying Agent. The Paying Agent, and any successor Paying Agent, shall designate each place or places where it will conduct the functions of transfer, registration, exchange, payment, and surrender of the Bonds. If no office is so designated for a particular purpose, such functions shall be conducted at the office of U.S. Bank National Association, in St. Paul, Minnesota, or the principal corporate trust office of any successor Paying Agent.

SECTION 6.02 Resignation, Removal, Replacement of Paying Agent. The Paying Agent may at any time resign by giving written notice to the District and the County Treasurer of such resignation, whereupon the County Treasurer shall promptly appoint a successor Paying Agent by the resignation date. Resignation of the Paying Agent will be effective 45 days after notice of the resignation is given as stated above or upon appointment of a successor Paying Agent, whichever first occurs. The County Treasurer may at any time remove the Paying Agent and any successor Paying Agent by an instrument given in writing, with copy to the District. After removal or receiving a notice of resignation of the Paying Agent, the County Treasurer may appoint a temporary Paying Agent or temporarily assume the duties of the Paying Agent to replace the former Paying Agent until the County Treasurer appoints a successor Paying Agent. Any such temporary Paying Agent so appointed by the County Treasurer shall immediately and without further act be superseded by the successor Paying Agent upon the appointment of and acceptance thereof by such successor.

SECTION 6.03 Protection of Paying Agent. The Paying Agent hereby agrees, provided sufficient immediately available funds have been provided to it for such purpose by the County Treasurer or the District, to use the funds deposited with it solely for payment of the principal of and interest on the Bonds as the same shall become due or become subject to earlier redemption.

SECTION 6.04 Reliance on Documents, Etc.

(a) The Paying Agent may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Paying Agent by the District and the County.



(b) The Paying Agent shall not be liable for any error of judgment made in good faith. The Paying Agent shall not be liable for other than its negligence or willful misconduct in connection with any act or omission hereunder.

(c) No provision of this Paying Agent Agreement shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Paying Agent may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Paying Agent need not examine the ownership of any Bond, but is protected in acting upon receipt of Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Bondowner or agent of the Bondowner.

(e) The Paying Agent may consult with counsel, and the written advice of such counsel or any Opinion of Counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and reliance thereon.

(f) The Paying Agent may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys.

SECTION 6.05 Recitals of District. The recitals contained herein and in the Bonds shall be taken as the statements of the District or the County, as appropriate, and the Paying Agent assumes no responsibility for their correctness.

SECTION 6.06 Paying Agent May Own Bonds. The Paying Agent, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent for the Bonds.

SECTION 6.07 Money Held by Paying Agent; Unclaimed Moneys. Money held by the Paying Agent hereunder may be commingled with other funds held by the Paying Agent, but shall be separately accounted for. Except as otherwise provided herein, the Paying Agent shall have no duties with respect to investment of funds deposited with it and shall be under no obligation to pay interest on any money received by it hereunder.

Any money held in any fund created pursuant to this Paying Agent Agreement, or held by the Paying Agent in trust, for the payment of the principal of, redemption premium, if any, or interest on the Bonds and remaining unclaimed for two years after the principal of all of the Bonds has become due and payable (whether by maturity or upon prior redemption) shall be

transferred to the Interest and Sinking Fund for payment of any outstanding bonds of the District payable from said fund; or, if no such bonds of the District are at such time outstanding, said moneys shall be transferred to the general fund of the District as provided and permitted by law.

SECTION 6.08      Other Transactions. The Paying Agent may engage in or be interested in any financial or other transaction with the District.

SECTION 6.09      Interpleader. The Paying Agent may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The Paying Agent has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

SECTION 6.10      Indemnification. (a) The District shall indemnify the Paying Agent, its officers, directors, employees, and agents for, and hold them harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Paying Agent's acceptance or administration of the Paying Agent's duties hereunder or under the Bonds (except any loss, liability or expense as may be adjudicated by a court of competent jurisdiction to be attributable to the Paying Agent's negligence or willful misconduct), including without limitation the cost and expense (including its counsel fees and disbursements, including the allocated costs and disbursements of internal counsel) of defending itself against any claim or liability (except such action as may be brought against the Paying Agent by the District) in connection with the exercise or performance of any of its powers or duties under this Paying Agent Agreement. The provisions of this Section 6.10 shall survive termination of this Paying Agent Agreement and shall continue for the benefit of any Paying Agent after its resignation as Paying Agent hereunder.

(b) The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of the County Resolution authorizing issuance and sale of the Bonds, or related to the proceedings for sale, award, issuance and delivery of the Bonds in accordance therewith and with the District Resolution and that the District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

## ARTICLE VII

### MISCELLANEOUS

SECTION 7.01      Counterparts. This Paying Agent Agreement may be signed in several counterparts, each of which will constitute an original, but all of which shall constitute one and the same instrument.

SECTION 7.02 Continuing Disclosure. The District hereby covenants and agrees that it shall comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Paying Agent Agreement, failure of the District to comply with the Continuing Disclosure Certificate shall not be considered an event of default hereunder; provided that any Owner or Beneficial Owner (as defined below) may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. For purposes of this Section 7.02, "Beneficial Owner" shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

SECTION 7.03 Notices. Unless otherwise specified herein, all notices, statements, orders, requests or other communications hereunder by any party to another shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered or certified mail, return receipt requested, postage prepaid, or if given by fax, electronically, or other means of written communication and confirmed by mail:

If to the District:

Albany Unified School District  
1051 Monroe Street  
Albany, CA 94706  
Attn: Superintendent

If to the County:

County of Alameda  
1221 Oak Street, Room 131  
Oakland, CA 94612  
Attn: Treasurer-Tax Collector

If to the Paying Agent:

U.S. Bank National Association  
Mail Station : SF-CA-SF  
One California Street, Suite 1000  
San Francisco, CA 94111  
Attn: Global Corporate Trust Services

SECTION 7.04 Governing Law. This Paying Agent Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Paying Agent Agreement, relating to the ALBANY UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, ELECTION OF 2016 (MEASURE E), 2018 SERIES B, to be duly executed by their officers duly authorized as of the date first written above.

ALBANY UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_  
Authorized District Representative

U.S. BANK NATIONAL ASSOCIATION, as  
Paying Agent

By \_\_\_\_\_  
Authorized Officer

Acknowledged:

By \_\_\_\_\_  
Treasurer-Tax Collector  
County of Alameda

## EXHIBIT A

## [FORM OF BOND]

Number	UNITED STATES OF AMERICA	Amount
R-_____	STATE OF CALIFORNIA	\$_____
	COUNTY OF ALAMEDA	

ALBANY UNIFIED SCHOOL DISTRICT  
GENERAL OBLIGATION BONDS,  
ELECTION OF 2016 (MEASURE E), 2018 SERIES B

DATED AS OF	INTEREST RATE	MATURITY DATE	CUSIP NO.
[Closing Date]	_____%	August 1, 20__	012104__

Registered Owner: CEDE & CO.

Principal Sum: \_\_\_\_\_ DOLLARS

Albany Unified School District, County of Alameda, State of California (herein called the “District”), hereby acknowledges itself obligated to and promises to cause to be paid to the registered owner identified above or registered assigns, but only from taxes collected by the County of Alameda (the “County”) for such purpose pursuant to Section 15250 of the Education Code of the State of California, on the maturity date set forth above or upon redemption prior thereto, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon in like lawful money at the interest rate per annum stated above, computed on the basis of a 360-day year of twelve 30-day months, payable on February 1 and August 1 in each year (each an “Interest Payment Date”), commencing [August 1, 2018], until payment of said principal sum. If this bond is authenticated and registered on any date prior to the close of business on [July 15, 2018], it shall bear interest from the date hereof. If authenticated during the period between any Record Date (defined as the 15th day of the month preceding an Interest Payment Date) and the close of business on its corresponding Interest Payment Date, it shall bear interest from such Interest Payment Date. Otherwise, this bond shall bear interest from the Interest Payment Date immediately preceding the date of its authentication.

The principal hereof is payable to the registered owner hereof upon the surrender hereof at the place or places designated for the purpose by the paying agent/registrar and transfer agent of the District (herein called the “Paying Agent”), initially U.S. Bank National Association. The interest hereon is payable to the person whose name appears on the bond registration books of the Paying Agent as the registered owner hereof as of the close of business on the Record Date preceding each Interest Payment Date, such interest to be paid by check or draft mailed to such registered owner at the owner’s address as it appears on such registration books, or at such other

address filed with the Paying Agent for that purpose. Upon written request, given no later than the Record Date immediately preceding an Interest Payment Date, of the owner of Bonds (hereinafter defined) aggregating at least \$1,000,000 in principal amount, interest will be paid by wire transfer to an account maintained in the United States as specified by the owner in such request. So long as Cede & Co. or its registered assigns shall be the registered owner of this bond, payment shall be made by wire transfer as provided in the Paying Agent Agreement hereinafter described.

This bond is one of a duly authorized issue of bonds of like tenor (except for such variations, if any, as may be required to designate varying series, numbers, denominations, interest rates, maturities and redemption provisions), amounting in the aggregate to \$[Measure E Par], and designated as “Albany Unified School District General Obligation Bonds, Election of 2016 (Measure E), 2018 Series B” (the “Bonds”). The Bonds were authorized by a vote of at least 55% of the voters voting at an election duly and legally called, held and conducted in the District on June 7, 2016. The Bonds are issued and sold by the Board of Education of the District, pursuant to and in strict conformity with the provisions of the Constitution and laws of the State of California, and of a resolution (herein called the “Resolution”) adopted by said Board of Education on [February 27], 2018, and subject to the more particular terms specified in the Paying Agent Agreement, dated as of [June] 1, 2018, between the District and the Paying Agent and acknowledged by the Treasurer-Tax Collector of the County (the “Paying Agent Agreement”). Reference is hereby made to the Paying Agent Agreement and any and all amendments thereof for a description of the terms on which the Bonds are issued, for the rights of the owners of the Bonds, for the provisions for payment of the Bonds, and for any amendment of the Paying Agent Agreement (with or without consent of the owners of the Bonds); and all the terms of the Paying Agent Agreement are hereby incorporated herein and constitute a contract between the District and the registered owner of this bond, to all the provisions of which the registered owner of this bond, by acceptance hereof, agrees and consents. Capitalized undefined terms used herein have the meanings ascribed thereto in the Paying Agent Agreement.

The Bonds are issued as fully registered bonds without coupons in the denomination of \$5,000 or any integral multiple thereof, provided that no Bond shall have principal maturing on more than one principal maturity date. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Paying Agent Agreement, the Bonds may be exchanged for a like aggregate principal amount of Bonds of the same series, maturity and interest rate of other authorized denominations.

This bond is transferable by the registered owner hereof, in person or by attorney duly authorized in writing, at said office of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Paying Agent Agreement, and upon surrender and cancellation of this bond. Upon such transfer, a new Bond or Bonds of authorized denomination or denominations for the same series, maturity, interest rate, and same aggregate principal amount will be issued to the transferee in exchange herefor.

The District and the Paying Agent may treat the registered owner hereof as the absolute owner hereof for all purposes, and the District and the Paying Agent shall not be affected by any notice to the contrary.

The Bonds are subject to optional and mandatory sinking fund redemption on the terms and subject to the conditions specified in the Paying Agent Agreement and as shown in the Redemption Schedule attached hereto. If this bond is called for redemption and payment is duly provided therefor, interest shall cease to accrue hereon from and after the date fixed for redemption.

The Board of Education of the District hereby certifies and declares that the total amount of indebtedness of the District, including the amount of this bond, is within the limit provided by law; that all acts, conditions and things required by law to be done or performed precedent to and in the issuance of this bond have been done and performed in strict conformity with the laws authorizing the issuance of this bond; and that this bond is in substantially the form prescribed by order of the Board of Education of the District duly made and entered on its minutes. The Bonds represent an obligation of the District payable out of the Interest and Sinking Fund of the District, and the money for the redemption of this bond, and the payment of principal of and interest thereon, shall be raised by taxation upon the taxable property of the District.

This bond shall not be entitled to any benefit under the Paying Agent Agreement, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been signed by the Paying Agent.

IN WITNESS WHEREOF the Board of Education of the Albany Unified School District, County of Alameda, State of California, has caused this ALBANY UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BOND, ELECTION OF 2016 (MEASURE E), 2018 SERIES B, to be executed by the manual or facsimile signature of its President and to be countersigned by the manual or facsimile signature of the Secretary of said Board, as of the date set forth above.

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President of the Board of Education  
of Albany Unified School District

Countersigned:

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Secretary of the Board of Education  
of Albany Unified School District

PAYING AGENT'S CERTIFICATE OF AUTHENTICATION  
AND REGISTRATION

This is one of the ALBANY UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, ELECTION OF 2016 (MEASURE E), 2018 SERIES B, described in the within-mentioned Paying Agent Agreement and authenticated and registered on [Closing Date].

U.S. BANK NATIONAL ASSOCIATION,  
as Paying Agent/Registrar and Transfer Agent

By \_\_\_\_\_  
Authorized Officer

DTC LEGEND

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.



## ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto \_\_\_\_\_ the within-mentioned Registered Bond and hereby irrevocably constitute(s) and appoint(s) \_\_\_\_\_ attorney, to transfer the same on the books of the Paying Agent/Registrar and Transfer Agent with full power of substitution in the premises.

\_\_\_\_\_  
I.D. Number

\_\_\_\_\_  
NOTE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Registered Bond in every particular, without alteration or enlargement or any change whatsoever.

Dated: \_\_\_\_\_

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

Notice: Signature must be guaranteed by an eligible guarantor institution.

## REDEMPTION SCHEDULE

[To come]

**BOND PURCHASE AGREEMENT**

**[\$[MEASURE B PAR]**

**ALBANY UNIFIED SCHOOL DISTRICT**

**(County of Alameda, State of California)**

**GENERAL OBLIGATION BONDS,**

**ELECTION OF 2016 (MEASURE B), 2018 SERIES B**

[Sale Date]

Board of Education  
Albany Unified School District  
1051 Monroe Street  
Albany, CA 94706

Members of the Board:

The undersigned RBC Capital Markets, LLC (the “**Underwriter**”) hereby offers to enter into this Bond Purchase Agreement (the “**Purchase Contract**”) with the Board of Education of the Albany Unified School District (the “**District**”), acting through its Superintendent or Authorized District Representative. The offer made hereby is subject to acceptance by the District by execution and delivery of this Purchase Contract to the Underwriter at or prior to 11:59 p.m., California time, on the date hereof, but it shall be irrevocable until such time as it is sooner accepted or rejected by the District. Upon acceptance of this offer by the District in accordance with the terms hereof, this Purchase Contract will be binding upon the District and upon the Underwriter. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Paying Agent Agreement (defined herein).

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, covenants and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the District for offering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the \$[Measure B Par] aggregate principal amount of the Albany Unified School District General Obligation Bonds, Election of 2016 (Measure B), 2018 Series B (the “**Bonds**”), at the purchase price of \$[Purchase Price]. The Underwriter’s discount is \$[UW Discount].

[The District acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm’s-length commercial transaction between the District and the Underwriter, (ii) in connection therewith and with the discussion, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and not as an agent or a fiduciary of or a financial advisor to the District, (iii) the Underwriter has not assumed (individually or collectively) an advisory or fiduciary responsibility in favor of the District with respect to (a) the offering of the Bonds or the process leading thereto (whether or not the Underwriter has advised or is currently advising the District on other matters) or (b) any other obligation to the District except the obligations expressly set forth in this Purchase Contract and (iv) the District has consulted with its own legal, financial and other professional advisors to the extent it has deemed appropriate in connection with the offering of the

Bonds. The District acknowledges that it has previously received from the Underwriter a letter regarding Municipal Securities Rulemaking Board (“**MSRB**”) Rule G-17 Disclosures, and that it has provided the Underwriter acknowledgment of such letter.]

2. The Bonds. The Bonds shall be issued pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code and other applicable law, in accordance with Resolution No. [\_\_\_\_\_] of the Board of Education of the District, adopted on [February 27], 2018 (the “**Resolution**”), and pursuant to the terms of that certain Paying Agent Agreement dated as of [June] 1, 2018 (the “**Paying Agent Agreement**”), to be entered into by and between the District and U.S. Bank National Association, as paying agent (the “**Paying Agent**”) with respect to the Bonds. The Bonds shall conform in all respects to the terms and provisions set forth in the Resolution, the Paying Agent Agreement, and in Appendix A to this Purchase Contract.

The Bonds shall be dated the date of delivery, and shall mature on August 1 in each of the years, in the principal amounts, and pay interest at the rates shown in Appendix A. Interest on the Bonds shall be payable on [August 1, 2018], and thereafter on February 1 and August 1 in each year until maturity.

[The Bonds shall be subject to optional and mandatory sinking fund redemption on the terms and dates shown in Appendix A.]

The Bonds shall otherwise be as described in the preliminary Official Statement of the District with respect thereto, dated [POS Date] (the “**Preliminary Official Statement**”).

One fully registered certificate for each maturity of the Bonds will be prepared and delivered as described in Section 8 hereof, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, NY (“**DTC**”), and will be made available to the Underwriter for inspection at such place as may be mutually agreed to by the Underwriter and the District, not less than one business day prior to the Closing Date, as defined in Section 8 hereof. The Underwriter shall order CUSIP identification numbers and the District shall cause such CUSIP identification numbers to be printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Bonds in accordance with the terms of this Purchase Contract.

3. Offering. The Underwriter hereby certifies that it has made a bona fide public offering of all the Bonds as of the date hereof at the prices shown in the table attached to Appendix A hereto. On or prior to the Closing Date, the Underwriter shall provide the District with information regarding the prices at which a representative portion of each maturity of the Bonds was sold to the public, in such form as the District may reasonably request, for purposes of determining the yield on the Bonds.

The District hereby ratifies, approves and confirms the distribution of this Purchase Contract, the Resolution, the Paying Agent Agreement and the Preliminary Official Statement of the District with respect to the Bonds, in connection with the public offering and sale of the Bonds by the Underwriter.

The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement, and hereby agrees that it will provide, consistent with the requirements of MSRB Rule G-32, for the delivery of a copy of the final Official Statement describing the Bonds, dated the date hereof (the “**Official Statement**”), to each customer who purchases any Bonds during the underwriting period (as such term is defined in MSRB Rule G-11), and to deliver a copy of the Official Statement to the MSRB on or before the Closing Date, and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, MSRB Rule G-32 and 17 CFR Section 240.15c2-12, promulgated by the Securities and Exchange Commission (“**Rule 15c2-12**”).

The Underwriter hereby agrees that prior to the time the Official Statement is available, the Underwriter will send to any potential purchaser of the Bonds, upon request, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

The District will electronically deliver to the Underwriter within seven business days from the date hereof, a copy of the Official Statement of the District with respect to the Bonds, signed by an Authorized District Representative of the District, dated as of the date hereof, substantially in the form of the Preliminary Official Statement, with such changes thereto as shall be approved by the Underwriter, which approval shall not be unreasonably withheld.

4. Representations and Agreements of the District. The District represents to and agrees with the Underwriter that, as of the date hereof and as of the date of the Closing:

(a) The District is a school district duly organized and validly existing under the Constitution and general laws of the State of California.

(b) The District has full legal right, power and authority to enter into this Purchase Contract, to adopt the Resolution, to enter into the Paying Agent Agreement, and to observe and perform the District’s covenants and agreements contained herein and therein.

(c) The District has duly adopted the Resolution in accordance with the laws of the State of California; the Resolution is in full force and effect and has not been amended, modified or rescinded, and all representations of the District set forth in the Resolution are true and correct; the District has duly authorized and approved the execution and delivery of, and the observance and performance by the District of its covenants and agreements contained in the Bonds and this Purchase Contract; and the District has complied, and will at the Closing be in compliance in all respects, with its obligations in connection with the issuance of the Bonds contained in this Purchase Contract, the Resolution, the Paying Agent Agreement and the Bonds.

(d) The District represents to the Underwriter that the Preliminary Official Statement has been “deemed final” by the District as of its date within the meaning of paragraph (a)(2) of Rule 15c2-12, except for the omission of some or all of such information the omission of which is permitted under Rule 15c2-12.

(e) The Preliminary Official Statement as of its date does not, and the Official Statement as of its date and as of the Closing Date will not, and if supplemented or amended, as

of the date of any such supplement or amendment, will not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; excluding in each case any information contained therein relating to DTC or its book-entry only system; CUSIP numbers of the Bonds; information contained therein describing the investment policy of the County of Alameda, its current portfolio holdings, and valuation procedures (as they relate to funds of the District held by the Treasurer-Tax Collector of the County of Alameda (the “**County Treasurer**”)); and information provided by the Underwriter regarding the prices or yields at which the Bonds were re-offered to the public, as to all of which the District expresses no view.

(f) The District agrees that, for a period of 25 days after the end of the “underwriting period” (as defined in Rule 15c2-12), if any event of which it has actual knowledge occurs which might cause the information in the Official Statement as then in existence to contain any untrue or misleading statement of a material fact or omit to state any fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which such statements were made, not misleading, the District shall promptly notify the Underwriter in writing of the circumstances and details of such event. If, as a result of such event or any other event, it is necessary, in the reasonable opinion of the Underwriter, to amend or supplement the Official Statement so that the Official Statement does not contain any untrue or misleading statement of a material fact or omit to state any fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which such statements were made, not misleading, and if the Underwriter shall have so advised the District, the District shall forthwith cooperate with the Underwriter in the prompt preparation and furnishing to the Underwriter, at the expense of the District, of a reasonable number of copies of an amendment of or a supplement to the Official Statement, in form and substance satisfactory to the Underwriter, which will so amend or supplement the Official Statement so that, as amended or supplemented, it will not contain any untrue or misleading statement of a material fact or omit to state any fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which such statements were made, not misleading. The District shall promptly advise the Underwriter of the commencement of any action, suit, proceeding, inquiry or investigation seeking to prohibit, restrain or otherwise affect the use of the Official Statement in connection with the offering, sale or distribution of the Certificates. Unless the Underwriter otherwise advises the District that the end of the underwriting period shall be another specified date, the end of the underwriting period shall be the Closing Date.

(g) The District will undertake, pursuant to the Paying Agent Agreement and a Continuing Disclosure Certificate, dated the Closing Date (the “**Continuing Disclosure Certificate**”) to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement. Except as disclosed in the Official Statement, in the preceding five years, the District has not failed to comply in all material respects with any previous undertakings pursuant to the Rule.

(h) The District has, and has had, no financial advisory relationship with the Underwriter with respect to the Bonds, nor with any investment firm controlling, controlled by or under common control with the Underwriter.

(i) Between the date hereof and the Closing Date, without the prior written consent of the Underwriter, the District will not have issued, nor will the County have issued in the name and on behalf of the District, any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

(j) The District hereby agrees to take any and all actions as may be required by the County or otherwise necessary in order to arrange for the levy and collection of taxes, payment of the Bonds, and the deposit and investment of Bond proceeds. In particular, the District hereby agrees to provide to the County Treasurer a copy of the Resolution, a copy of Appendix A hereto, and the full debt service schedule for the Bonds.

5. Representations and Agreements of the Underwriter. The Underwriter represents to and agrees with the District that, as of the date hereof and as of the date of the Closing:

(a) The Underwriter is duly authorized to execute this Purchase Contract and to take any action under this Purchase Contract required to be taken by it, and the undersigned officer of the Underwriter is duly authorized to sign this Purchase Contract on behalf of the Underwriter and to bind the Underwriter hereby.

(b) The Underwriter is in compliance with MSRB Rule G-37 with respect to the District, and is not prohibited thereby from acting as underwriter with respect to securities of the District.

(c) The Underwriter has, and has had, no financial advisory relationship with the District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship.

(d) The Underwriter has reasonably determined that the District's undertaking pursuant to Sections 4(g) and 6(a)(10) hereof to provide continuing disclosure with respect to the Bonds is sufficient to effect compliance with Rule 15c2-12.

6. Conditions to Closing. (a) At or before Closing, and contemporaneously with the acceptance of delivery of the Bonds, the District will provide to the Underwriter:

(1) a certificate, signed by an official of the District, confirming to the Underwriter that the Preliminary Official Statement as of its date did not, and the Official Statement as of its date and at the time of Closing did not and does not, to the best knowledge of said official, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, and that there has been no material adverse change in the financial condition or affairs of the District which would make it unreasonable for the purchaser of the Bonds to rely upon the Official Statement in connection with the resale of the Bonds; excluding in each case any information contained therein relating to DTC or its book-entry only system; CUSIP numbers of the Bonds; information contained therein describing the investment policy of the County of Alameda, its current portfolio holdings, and valuation procedures (as they relate to funds of the District held by the County Treasurer of the County of Alameda); and information provided

by the Underwriter regarding the prices or yields at which the Bonds were re-offered to the public, as to all of which the District expresses no view.

(2) a certificate, signed by an official of the County of Alameda, confirming to the Underwriter that the Preliminary Official Statement as of its date did not, and the Official Statement as of its date and at the time of Closing did not and does not, to the best knowledge of said official, solely with respect to the information contained therein describing the County's investment policy, current portfolio holdings, and valuation procedures (as they relate to funds of the District held by the County Treasurer), contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(3) a certificate, signed by an official of the District (or an opinion of counsel to the District), confirming to the Underwriter that, as of the date of this Purchase Contract and at the time of Closing, there is no litigation pending, with service of process completed, or, to the best knowledge of said person, threatened, concerning the validity of the Bonds, the levy of taxes to repay the Bonds or the application of tax proceeds to that purpose, the corporate existence of the District, or the entitlement of the officers of the District who have signed the Bonds and the various certificates and agreements of the District relating to the issuance and sale of Bonds, to their respective offices.

(4) a certificate or certificates, signed by an official of the District, confirming to the Underwriter that as of the Closing Date all of the representations of the District contained in this Purchase Contract are true, and that the Resolution is in full force and effect and has not been amended, modified or rescinded.

(5) an opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel with respect to the issuance of the Bonds ("**Bond Counsel**"), addressed to the District, approving the validity of the Bonds, substantially in the form set forth as Appendix C to the Official Statement.

(6) a supplemental opinion of Bond Counsel in a form acceptable to the Underwriter, substantially in the form set forth as Appendix B herein.

(7) an opinion of Jones Hall, A Professional Law Corporation, counsel for the Underwriter, dated the date of Closing and addressed to the Underwriter, satisfactory in form and substance to the Underwriter.

(8) the duly executed Tax Certificate of the District, dated the date of Closing, in form satisfactory to Bond Counsel.

(9) the receipt of the District or its agent confirming payment by the Underwriter of the Purchase Price of the Bonds.

(10) the duly executed Continuing Disclosure Certificate of the District, in substantially the form attached as Appendix D to the Preliminary Official Statement.



- (11) a certified copy of the adopted Resolution.
- (12) an executed copy of the Paying Agent Agreement.
- (13) an executed copy of this Purchase Contract.
- (14) an executed copy of the Official Statement.

(15) the letter of [Moody's Investors Service], to the effect that such rating agency has rated the Bonds "[\_\_\_\_]" (or such other equivalent rating as each such rating agency may give), and that each such rating has not been revoked or downgraded.

(16) [a certificate signed by a District official setting forth a projection evidencing that tax rates with respect to the Bonds are projected not to exceed \$120 per \$100,000 of assessed value during the term of the Bonds, and a certificate signed by a County official confirming that the District is in compliance with applicable bonding capacity limitations.]

(17) such additional opinions, certificates, and documents as Bond Counsel or the Underwriter may reasonably request to evidence the truth and correctness, as of the Closing Date, of the representations of the parties contained herein, and of the District contained in the Official Statement, and the due performance or satisfaction by the parties at or prior to such time of all agreements then to be performed and all conditions then to be satisfied.

(b) At or before Closing, and contemporaneously with the acceptance of delivery of the Bonds and the payment of the Purchase Price thereof, the Underwriter will provide to the District:

(1) the receipt of the Underwriter, in form satisfactory to the District and signed by an authorized officer of the Underwriter, confirming delivery of the Bonds to the Underwriter and the satisfaction or waiver of all conditions and terms of this Purchase Contract by the District, and confirming to the District that as of the Closing Date all of the representations of the Underwriter contained in this Purchase Contract are true, complete and correct in all material respects.

(2) the certification of the Underwriter, in form satisfactory to Bond Counsel, regarding the prices at which the Bonds have been reoffered to the public, as described in Section 3 hereof.

7. Termination. (a) *By District.* In the event of the District's failure to deliver the Bonds at the Closing, or inability of the District to satisfy the conditions to the obligations of the Underwriter contained herein (unless waived by the Underwriter), or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate.

(b) *By Underwriter.*

(1) *Excused.* The Underwriter may terminate this Purchase Contract, without any liability therefor, by notification to the District if on or prior to the Closing Date any of the following shall have had a material adverse effect on the marketability or market price of the Bonds, in the reasonable opinion of the Underwriter, upon consultation with the District:

(A) There shall have occurred and be continuing the declaration of a general banking moratorium by any authority of the United States or the State of New York or the State of California;

(B) There shall be in force a general suspension of trading or other material restrictions not in force as of the date hereof on the New York Stock Exchange or other national securities exchange;

(C) Legislation shall have been enacted by the Congress of the United States, or passed by and still pending before either House of the Congress, or recommended or endorsed to the Congress for passage by the President of the United States, or favorably reported for passage to and still pending before either House of the Congress by any committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States, or the United States Tax Court, or a ruling or regulation shall have been issued by the U.S. Treasury, with respect to federal taxation of interest received on securities of the general character of the Bonds, or legislation shall have been enacted by the State of California which renders interest on the Bonds not exempt from State of California personal income taxes, which in the reasonable opinion of the Underwriter materially adversely affects the marketability or market price of the Bonds;

(D) Legislation shall have been enacted, or a decision of a court of the United States shall have been rendered or any action shall have been taken by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction in the subject matter which, in the opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Bonds to be registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, or the Resolution or the Paying Agent Agreement to be qualified under the Trust Indenture Act of 1939, as amended;

(E) The New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose and there shall be in effect, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charges to the net capital requirements of, underwriters;

(F) Congress shall have made a formal declaration of war, or the President of the United States shall have ordered a new major engagement in or escalation of military hostilities, or there shall have occurred a declared national emergency that interrupts or causes disorder to the operation of the financial markets in the United States for a period of more than 30 days;

(G) The withdrawal or downgrading of any underlying rating or credit watch status or outlook of the District's outstanding indebtedness by a national rating agency; or

(H) Any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information set forth in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(2) *Unexcused.* In the event the Underwriter shall fail (other than for a reason permitted by this Purchase Contract) to pay for the Bonds upon tender of the Bonds at the Closing, the Underwriter shall have no right in or to the Bonds.

8. Closing. At or before 9:00 a.m., California time, on [Closing Date], or at such other date and time as shall have been mutually agreed upon by the District and the Underwriter, the District will deliver or cause to be delivered to the Underwriter the Bonds in book-entry form duly executed by the District, together with the other documents described in Section 6(a) hereof; and the Underwriter will accept such delivery and pay the Purchase Price of the Bonds as set forth in Section 1 hereof in immediately available funds by federal funds wire, in an aggregate amount equal to such Purchase Price, plus accrued interest, if any, on the Bonds from the date thereof to the date of such payment, and shall deliver to the District the other documents described in Section 6(b) hereof, as well as any other documents or certificates Bond Counsel shall reasonably require.

Payment for the delivery of the Bonds as described herein shall be made to the Paying Agent on behalf of the District in San Francisco, California or at such other place as shall have been mutually agreed upon by the District and the Underwriter. The Bonds will be delivered through the facilities of DTC in New York, New York, or at such other place as shall have been mutually agreed upon by the District and the Underwriter. All other documents to be delivered in connection with the delivery of the Bonds shall be delivered at the offices of Orrick, Herrington & Sutcliffe LLP, San Francisco, California. Such payment and delivery is herein called the “**Closing**” and the date thereof the “**Closing Date**.”

9. Establishment of Issue Price.

(a) The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially

in the form attached hereto as Appendix A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the District under this section to establish the issue price of the Bonds may be taken on behalf of the District by Isom Advisors, a Division of Urban Futures, Inc., the District's municipal advisor, and any notice or report to be provided to the District may be provided to the District's municipal advisor.

(b) [Except as otherwise set forth in Appendix A hereto,] the District will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the District the price or prices at which the Underwriter has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the District the prices at which Bonds of that maturity have been sold by the Underwriter to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that the Underwriter has offered the Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Appendix A attached hereto, except as otherwise set forth therein. Appendix A also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the District when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that

maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The District acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) “public” means any person other than an underwriter or a related party;

(2) “underwriter” means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public);

(3) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(4) “sale date” means the date of execution of this Purchase Contract by all parties.

10. Expenses. (a) The Underwriter hereby agrees that in addition to paying the District the Purchase Price of the Bonds, it will pay costs of issuance of the Bonds up to \$[COI Deposit], including any of the following: (i) the cost of the preparation and reproduction of the Resolution and the Paying Agent Agreement; (ii) the fees and disbursements of the District’s municipal advisor with respect to the Bonds; (iii) the fees and disbursements of Bond Counsel and Disclosure Counsel; (iv) the costs of the preparation, printing and delivery of the Bonds; (v) the costs of the preparation, printing and delivery of the Preliminary Official Statement, the Official Statement, and any amendment or supplement thereto in the quantity requested by the Underwriter in accordance herewith; (vi) initial rating fee of [Moody’s Investors Service]; and (vii) fees and expenses of the Paying Agent for the Bonds. The District shall pay the balance of all such expenses

in excess of \$[COI Deposit] from the proceeds of the Bonds deposited in the Building Fund or any other source of lawfully available funds.

(b) All other costs and expenses incurred by the Underwriter as a result of or in connection with the purchase of the Bonds and their public offering and distribution shall be borne by the Underwriter, including, but not limited to (i) clearing house fees; (ii) DTC fees; (iii) CUSIP fees; (iv) fees required to be paid to the California Debt and Investment Advisory Commission (“CDIAC”); and (v) fees of counsel to the Underwriter, including costs or fees of qualifying the Bonds for offer and sale in various states chosen by the Underwriter and the costs or fees of preparing Blue Sky or legal investment memoranda to be used in connection therewith.

11. Notices. Any notice or other communication to be given under this Purchase Contract (other than the acceptance hereof as specified in the introductory paragraph hereof) may be given to the District by delivering the same in writing to the District at the address given below, and may be given to the Underwriter by delivering the same in writing to the address of the Underwriter set forth in Appendix A, or such other address as the District or the Underwriter may designate by notice to the other party.

To the District: Albany Unified School District  
1051 Monroe Street  
Albany, CA 94706

To the Underwriter: RBC Capital Markets, LLC  
Two Embarcadero Center, Suite 1200  
San Francisco, CA 94111

12. Governing Law. The validity, interpretation and performance of this Purchase Contract shall be governed by the laws of the State of California.

13. Parties in Interest. This Purchase Contract when accepted by the District in writing as heretofore specified shall constitute the entire agreement between the District and the Underwriter, and is solely for the benefit of the District and the Underwriter (including the successors or assigns thereof). No other person shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Purchase Contract of each of the parties hereto shall remain operative and in full force and effect, regardless of (a) delivery of and payment for the Bonds hereunder, or (b) any termination of this Purchase Contract.

14. Headings. The headings of the paragraphs and Sections of this Purchase Contract are inserted for convenience of reference only and shall not be deemed to be a part hereof.

15. Effectiveness. This Purchase Contract shall become effective upon the execution of the acceptance hereof by the Authorized District Representative, and shall be valid and enforceable at the time of such acceptance.

16. Counterparts. This Purchase Contract, for the purchase and sale of the Albany Unified School District General Obligation Bonds, Election of 2016 (Measure B), 2018 Series B, may be executed in several counterparts, which together shall constitute one and the same instrument.

Respectfully submitted,

RBC CAPITAL MARKETS, LLC

By: \_\_\_\_\_  
Authorized Representative

Accepted: [Sale Date]

ALBANY UNIFIED SCHOOL DISTRICT

Time: \_\_\_\_\_ a.m/p.m. (California Time)

By: \_\_\_\_\_  
Authorized District Representative

## APPENDIX A

### ALBANY UNIFIED SCHOOL DISTRICT (County of Alameda, State of California) GENERAL OBLIGATION BONDS, ELECTION OF 2016 (MEASURE B), 2018 SERIES B

#### TERMS

##### Interest Rates:

See attached Pricing Report from Underwriter as Schedule A.

##### Principal Payments:

See attached Pricing Report from Underwriter as Schedule A.

##### Terms of Redemption:

[Optional Redemption]. The Bonds maturing on August 1, 20\_\_, are not subject to redemption prior to their respective stated maturity dates. The Bonds maturing on and after August 1, 20\_\_, are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, as a whole or in part on any date on or after August 1, 20\_\_, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed, without premium, together with accrued interest thereon to the date fixed for redemption.

Mandatory Sinking Fund Redemption. The \$\_\_\_\_\_ Term Bond maturing on August 1, 20\_\_, is also subject to mandatory sinking fund redemption on each mandatory sinking fund redemption date and in the respective principal amounts as set forth in the following schedule, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, together with interest accrued thereon to the date fixed for redemption:

Mandatory Sinking fund Redemption Date (August 1)	Principal Amount to be Redeemed
_____	\$ _____
†	
_____	
† Maturity.	

The \$\_\_\_\_\_ Term Bond maturing on August 1, 20\_\_, is also subject to mandatory sinking fund redemption on each mandatory sinking fund redemption date and in the respective principal amounts as set forth in the following schedule, at a redemption price equal to 100% of



the principal amount thereof to be redeemed, without premium, together with interest accrued thereon to the date fixed for redemption:

Mandatory Sinking fund Redemption Date (August 1)	Principal Amount to be Redeemed
	\$

†

† Maturity.

The principal amount to be redeemed in each year shown in the table above will be reduced proportionately, in integral multiples of \$5,000, by the amount of such Term Bond optionally redeemed prior to the mandatory sinking fund redemption date, if any.]

**SCHEDULE A****ALBANY UNIFIED SCHOOL DISTRICT  
(County of Alameda, State of California)  
GENERAL OBLIGATION BONDS,  
ELECTION OF 2016 (MEASURE B), 2018 SERIES B**

[To come]

## APPENDIX B

### PROPOSED FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

[Subject to revision]

[Closing Date]

RBC Capital Markets, LLC  
San Francisco, California

Albany Unified School District  
General Obligation Bonds  
Election of 2016 (Measure B), 2018 Series B  
Supplemental Opinion

Ladies and Gentlemen:

This letter is addressed to you, as Underwriter (the “Underwriter”), pursuant to Section 6(a)(6) of the Bond Purchase Agreement, dated [Sale Date] (the “Purchase Contract”), between you and the Albany Unified School District (the “District”), providing for the purchase of \$[Measure B Par] principal amount of Albany Unified School District General Obligation Bonds, Election of 2016 (Measure B), 2018 Series B (the “Bonds”). The Bonds are being issued pursuant to a paying agent agreement, dated as of [June] 1, 2018 (the “Paying Agent Agreement”), by and between the District and U.S. Bank National Association, as paying agent (the “Paying Agent”), and a resolution adopted by the District on [February 27], 2018 (the “District Resolution”). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Paying Agent Agreement or, if not defined in the Paying Agent Agreement, in the Purchase Contract.

We have delivered our final legal opinion (the “Bond Opinion”) as bond counsel to the District concerning the validity of the Bonds and certain other matters, dated the date hereof and addressed to the District. You may rely on such opinion as though the same were addressed to you.

In connection with our role as bond and disclosure counsel to the District, we have reviewed the Purchase Contract, the District Resolution, the Paying Agent Agreement, the Tax Certificate, dated the date hereof (the “Tax Certificate”), certificates of the District and others, and such other documents, opinions and matters to the extent we deemed necessary to provide the opinions or conclusions set forth herein.

The opinions and conclusions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions or conclusions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after the date hereof. We have assumed the genuineness of all documents and signatures

presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, any parties other than the District. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions, referred to in the third paragraph hereof. We have further assumed compliance with all covenants and agreements contained in such documents. In addition, we call attention to the fact that the rights and obligations under the Bonds, the District Resolution, the Paying Agent Agreement, the Tax Certificate and the Purchase Contract and their enforceability may be subject to bankruptcy, insolvency, reorganization, receivership, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against school districts and counties in the State of California. We express no opinion with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute a penalty), right of set-off, arbitration, judicial reference, choice of law, choice of forum, choice of venue, non-exclusivity of remedies, waiver or severability provisions contained in the foregoing documents, nor do we express any opinions with respect to the state or quality of title to or interest in any assets described in or as subject to the lien of the District Resolution, or the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on, any such assets.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions or conclusions:

1. The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the District Resolution and the Paying Agent Agreement are each exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

2. The Purchase Contract has been duly executed and delivered by the District and (assuming due authorization, execution and delivery by, and validity against the other parties thereto) is a valid and binding agreement of the District.

3. The statements contained in the Official Statement under the captions: "THE BONDS," "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS – General," "– Pledge of Tax Revenues" and "TAX MATTERS," excluding any material that may be treated as included under such captions by cross-reference or reference to other documents or sources, insofar as such statements expressly summarize certain provisions of the District Resolution and the Paying Agent Agreement and the form and content of our Bond Opinion, are accurate in all material respects.

4. We are not passing upon and do not assume any responsibility for the accuracy (except as explicitly stated in paragraph 3 above), completeness or fairness of any of the statements contained in the Official Statement and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. We do not assume any responsibility for any electronic version of the Official Statement, and assume that any such version is identical in all respects to the printed version. In our capacity as bond and disclosure counsel to the District, we participated in conferences with your representatives, your counsel, representatives of the District, the Paying Agent, Isom Advisors, a Division of Urban Futures, Inc.,

as municipal advisor to the District, and others, during which conferences the contents of the Official Statement and related matters were discussed. Based on our participation in the above-referenced conferences (which did not extend beyond the date of the Official Statement), and in reliance thereon, on oral and written statements and representations of the District and others and on the records, documents, certificates, opinions and matters herein mentioned, subject to the limitations on our role as bond and disclosure counsel, we advise you as a matter of fact and not opinion that no facts came to the attention of the attorneys in our firm rendering legal services with respect to the Official Statement which caused us to believe that the Official Statement as of its date and as of the date hereof (except for any CUSIP numbers, financial, accounting, statistical or economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, or any information about book-entry, DTC, ratings, rating agencies, the Underwriter, underwriting, and the information contained in Appendices A, B, C, E and F included or referred to therein or omitted therefrom, which we expressly exclude from the scope of this paragraph and as to which we express no opinion or view) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. No responsibility is undertaken or view expressed with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by or incorporated by reference in the Official Statement.

This letter is furnished by us as bond and disclosure counsel to the District. No attorney-client relationship has existed or exists between our firm and you in connection with the Bonds or by virtue of this letter. We disclaim any obligation to update this letter. This letter is delivered to you as Underwriter of the Bonds, is solely for your benefit as such Underwriter and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person. This letter is not intended to, and may not, be relied upon by owners of Bonds or by any other party to whom it is not specifically addressed.

Very truly yours,

ORRICK, HERRINGTON & SUTCLIFFE LLP

## APPENDIX C

### FORM OF ISSUE PRICE CERTIFICATE

**\$(MEASURE B PAR)  
ALBANY UNIFIED SCHOOL DISTRICT  
(County of Alameda, State of California)  
GENERAL OBLIGATION BONDS,  
ELECTION OF 2016 (MEASURE B), 2018 SERIES B**

The undersigned, on behalf of RBC Capital Markets, LLC (the “Underwriter”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the price listed on the inside cover of the Official Statement published in connection with the issuance of the Bonds.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. If there is a Hold-the-Offering Price Maturity, a copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, the Underwriter has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “Hold-the-Offering-Price Rule”), and (b) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the Hold-the-Offering-Price Rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) ***General Rule Maturities*** means those Maturities of the Bonds that are not “Hold-the-Offering-Price Maturities.”

(b) ***Hold-the-Offering-Price Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) ***Holding Period*** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day

after the Sale Date ([Sale Date]), or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at one or more prices, each of which is no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means the Albany Unified School District.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of each maturity of the Bonds is [Sale Date].

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Orrick, Herrington & Sutcliffe LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

RBC CAPITAL MARKETS, LLC

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

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

Dated: \_\_\_\_\_, 2018

**SCHEDULE A****INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

(Attached.)



**SCHEDULE B****PRICING WIRE OR EQUIVALENT COMMUNICATION**

(Attached.)

## BOND PURCHASE AGREEMENT

### \$[MEASURE E PAR] ALBANY UNIFIED SCHOOL DISTRICT (County of Alameda, State of California) GENERAL OBLIGATION BONDS, ELECTION OF 2016 (MEASURE E), 2018 SERIES B

[Sale Date]

Board of Education  
 Albany Unified School District  
 1051 Monroe Street  
 Albany, CA 94706

Members of the Board:

The undersigned RBC Capital Markets, LLC (the “**Underwriter**”) hereby offers to enter into this Bond Purchase Agreement (the “**Purchase Contract**”) with the Board of Education of the Albany Unified School District (the “**District**”), acting through its Superintendent or Authorized District Representative. The offer made hereby is subject to acceptance by the District by execution and delivery of this Purchase Contract to the Underwriter at or prior to 11:59 p.m., California time, on the date hereof, but it shall be irrevocable until such time as it is sooner accepted or rejected by the District. Upon acceptance of this offer by the District in accordance with the terms hereof, this Purchase Contract will be binding upon the District and upon the Underwriter. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Paying Agent Agreement (defined herein).

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, covenants and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the District for offering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the \$[Measure E Par] aggregate principal amount of the Albany Unified School District General Obligation Bonds, Election of 2016 (Measure E), 2018 Series B (the “**Bonds**”), at the purchase price of \$[Purchase Price]. The Underwriter’s discount is \$[UW Discount].

[The District acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm’s-length commercial transaction between the District and the Underwriter, (ii) in connection therewith and with the discussion, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and not as an agent or a fiduciary of or a financial advisor to the District, (iii) the Underwriter has not assumed (individually or collectively) an advisory or fiduciary responsibility in favor of the District with respect to (a) the offering of the Bonds or the process leading thereto (whether or not the Underwriter has advised or is currently advising the District on other matters) or (b) any other obligation to the District except the obligations expressly set forth in this Purchase Contract and (iv) the District has consulted with its own legal, financial and other professional advisors to the extent it has deemed appropriate in connection with the offering of the

Bonds. The District acknowledges that it has previously received from the Underwriter a letter regarding Municipal Securities Rulemaking Board (“**MSRB**”) Rule G-17 Disclosures, and that it has provided the Underwriter acknowledgment of such letter.]

2. The Bonds. The Bonds shall be issued pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code and other applicable law, in accordance with Resolution No. [\_\_\_\_\_] of the Board of Education of the District, adopted on [February 27], 2018 (the “**Resolution**”), and pursuant to the terms of that certain Paying Agent Agreement dated as of [June] 1, 2018 (the “**Paying Agent Agreement**”), to be entered into by and between the District and U.S. Bank National Association, as paying agent (the “**Paying Agent**”) with respect to the Bonds. The Bonds shall conform in all respects to the terms and provisions set forth in the Resolution, the Paying Agent Agreement, and in Appendix A to this Purchase Contract.

The Bonds shall be dated the date of delivery, and shall mature on August 1 in each of the years, in the principal amounts, and pay interest at the rates shown in Appendix A. Interest on the Bonds shall be payable on [August 1, 2018], and thereafter on February 1 and August 1 in each year until maturity.

[The Bonds shall be subject to optional and mandatory sinking fund redemption on the terms and dates shown in Appendix A.]

The Bonds shall otherwise be as described in the preliminary Official Statement of the District with respect thereto, dated [POS Date] (the “**Preliminary Official Statement**”).

One fully registered certificate for each maturity of the Bonds will be prepared and delivered as described in Section 8 hereof, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, NY (“**DTC**”), and will be made available to the Underwriter for inspection at such place as may be mutually agreed to by the Underwriter and the District, not less than one business day prior to the Closing Date, as defined in Section 8 hereof. The Underwriter shall order CUSIP identification numbers and the District shall cause such CUSIP identification numbers to be printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Bonds in accordance with the terms of this Purchase Contract.

3. Offering. The Underwriter hereby certifies that it has made a bona fide public offering of all the Bonds as of the date hereof at the prices shown in the table attached to Appendix A hereto. On or prior to the Closing Date, the Underwriter shall provide the District with information regarding the prices at which a representative portion of each maturity of the Bonds was sold to the public, in such form as the District may reasonably request, for purposes of determining the yield on the Bonds.

The District hereby ratifies, approves and confirms the distribution of this Purchase Contract, the Resolution, the Paying Agent Agreement and the Preliminary Official Statement of the District with respect to the Bonds, in connection with the public offering and sale of the Bonds by the Underwriter.

The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement, and hereby agrees that it will provide, consistent with the requirements of MSRB Rule G-32, for the delivery of a copy of the final Official Statement describing the Bonds, dated the date hereof (the “**Official Statement**”), to each customer who purchases any Bonds during the underwriting period (as such term is defined in MSRB Rule G-11), and to deliver a copy of the Official Statement to the MSRB on or before the Closing Date, and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, MSRB Rule G-32 and 17 CFR Section 240.15c2-12, promulgated by the Securities and Exchange Commission (“**Rule 15c2-12**”).

The Underwriter hereby agrees that prior to the time the Official Statement is available, the Underwriter will send to any potential purchaser of the Bonds, upon request, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

The District will electronically deliver to the Underwriter within seven business days from the date hereof, a copy of the Official Statement of the District with respect to the Bonds, signed by an Authorized District Representative of the District, dated as of the date hereof, substantially in the form of the Preliminary Official Statement, with such changes thereto as shall be approved by the Underwriter, which approval shall not be unreasonably withheld.

4. Representations and Agreements of the District. The District represents to and agrees with the Underwriter that, as of the date hereof and as of the date of the Closing:

(a) The District is a school district duly organized and validly existing under the Constitution and general laws of the State of California.

(b) The District has full legal right, power and authority to enter into this Purchase Contract, to adopt the Resolution, to enter into the Paying Agent Agreement, and to observe and perform the District’s covenants and agreements contained herein and therein.

(c) The District has duly adopted the Resolution in accordance with the laws of the State of California; the Resolution is in full force and effect and has not been amended, modified or rescinded, and all representations of the District set forth in the Resolution are true and correct; the District has duly authorized and approved the execution and delivery of, and the observance and performance by the District of its covenants and agreements contained in the Bonds and this Purchase Contract; and the District has complied, and will at the Closing be in compliance in all respects, with its obligations in connection with the issuance of the Bonds contained in this Purchase Contract, the Resolution, the Paying Agent Agreement and the Bonds.

(d) The District represents to the Underwriter that the Preliminary Official Statement has been “deemed final” by the District as of its date within the meaning of paragraph (a)(2) of Rule 15c2-12, except for the omission of some or all of such information the omission of which is permitted under Rule 15c2-12.

(e) The Preliminary Official Statement as of its date does not, and the Official Statement as of its date and as of the Closing Date will not, and if supplemented or amended, as

of the date of any such supplement or amendment, will not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; excluding in each case any information contained therein relating to DTC or its book-entry only system; CUSIP numbers of the Bonds; information contained therein describing the investment policy of the County of Alameda, its current portfolio holdings, and valuation procedures (as they relate to funds of the District held by the Treasurer-Tax Collector of the County of Alameda (the “**County Treasurer**”)); and information provided by the Underwriter regarding the prices or yields at which the Bonds were re-offered to the public, as to all of which the District expresses no view.

(f) The District agrees that, for a period of 25 days after the end of the “underwriting period” (as defined in Rule 15c2-12), if any event of which it has actual knowledge occurs which might cause the information in the Official Statement as then in existence to contain any untrue or misleading statement of a material fact or omit to state any fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which such statements were made, not misleading, the District shall promptly notify the Underwriter in writing of the circumstances and details of such event. If, as a result of such event or any other event, it is necessary, in the reasonable opinion of the Underwriter, to amend or supplement the Official Statement so that the Official Statement does not contain any untrue or misleading statement of a material fact or omit to state any fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which such statements were made, not misleading, and if the Underwriter shall have so advised the District, the District shall forthwith cooperate with the Underwriter in the prompt preparation and furnishing to the Underwriter, at the expense of the District, of a reasonable number of copies of an amendment of or a supplement to the Official Statement, in form and substance satisfactory to the Underwriter, which will so amend or supplement the Official Statement so that, as amended or supplemented, it will not contain any untrue or misleading statement of a material fact or omit to state any fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which such statements were made, not misleading. The District shall promptly advise the Underwriter of the commencement of any action, suit, proceeding, inquiry or investigation seeking to prohibit, restrain or otherwise affect the use of the Official Statement in connection with the offering, sale or distribution of the Certificates. Unless the Underwriter otherwise advises the District that the end of the underwriting period shall be another specified date, the end of the underwriting period shall be the Closing Date.

(g) The District will undertake, pursuant to the Paying Agent Agreement and a Continuing Disclosure Certificate, dated the Closing Date (the “**Continuing Disclosure Certificate**”) to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement. Except as disclosed in the Official Statement, in the preceding five years, the District has not failed to comply in all material respects with any previous undertakings pursuant to the Rule.

(h) The District has, and has had, no financial advisory relationship with the Underwriter with respect to the Bonds, nor with any investment firm controlling, controlled by or under common control with the Underwriter.

(i) Between the date hereof and the Closing Date, without the prior written consent of the Underwriter, the District will not have issued, nor will the County have issued in the name and on behalf of the District, any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

(j) The District hereby agrees to take any and all actions as may be required by the County or otherwise necessary in order to arrange for the levy and collection of taxes, payment of the Bonds, and the deposit and investment of Bond proceeds. In particular, the District hereby agrees to provide to the County Treasurer a copy of the Resolution, a copy of Appendix A hereto, and the full debt service schedule for the Bonds.

5. Representations and Agreements of the Underwriter. The Underwriter represents to and agrees with the District that, as of the date hereof and as of the date of the Closing:

(a) The Underwriter is duly authorized to execute this Purchase Contract and to take any action under this Purchase Contract required to be taken by it, and the undersigned officer of the Underwriter is duly authorized to sign this Purchase Contract on behalf of the Underwriter and to bind the Underwriter hereby.

(b) The Underwriter is in compliance with MSRB Rule G-37 with respect to the District, and is not prohibited thereby from acting as underwriter with respect to securities of the District.

(c) The Underwriter has, and has had, no financial advisory relationship with the District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship.

(d) The Underwriter has reasonably determined that the District's undertaking pursuant to Sections 4(g) and 6(a)(10) hereof to provide continuing disclosure with respect to the Bonds is sufficient to effect compliance with Rule 15c2-12.

6. Conditions to Closing. (a) At or before Closing, and contemporaneously with the acceptance of delivery of the Bonds, the District will provide to the Underwriter:

(1) a certificate, signed by an official of the District, confirming to the Underwriter that the Preliminary Official Statement as of its date did not, and the Official Statement as of its date and at the time of Closing did not and does not, to the best knowledge of said official, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, and that there has been no material adverse change in the financial condition or affairs of the District which would make it unreasonable for the purchaser of the Bonds to rely upon the Official Statement in connection with the resale of the Bonds; excluding in each case any information contained therein relating to DTC or its book-entry only system; CUSIP numbers of the Bonds; information contained therein describing the investment policy of the County of Alameda, its current portfolio holdings, and valuation procedures (as they relate to funds of the District held by the County Treasurer of the County of Alameda); and information provided

by the Underwriter regarding the prices or yields at which the Bonds were re-offered to the public, as to all of which the District expresses no view.

(2) a certificate, signed by an official of the County of Alameda, confirming to the Underwriter that the Preliminary Official Statement as of its date did not, and the Official Statement as of its date and at the time of Closing did not and does not, to the best knowledge of said official, solely with respect to the information contained therein describing the County's investment policy, current portfolio holdings, and valuation procedures (as they relate to funds of the District held by the County Treasurer), contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(3) a certificate, signed by an official of the District (or an opinion of counsel to the District), confirming to the Underwriter that, as of the date of this Purchase Contract and at the time of Closing, there is no litigation pending, with service of process completed, or, to the best knowledge of said person, threatened, concerning the validity of the Bonds, the levy of taxes to repay the Bonds or the application of tax proceeds to that purpose, the corporate existence of the District, or the entitlement of the officers of the District who have signed the Bonds and the various certificates and agreements of the District relating to the issuance and sale of Bonds, to their respective offices.

(4) a certificate or certificates, signed by an official of the District, confirming to the Underwriter that as of the Closing Date all of the representations of the District contained in this Purchase Contract are true, and that the Resolution is in full force and effect and has not been amended, modified or rescinded.

(5) an opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel with respect to the issuance of the Bonds ("**Bond Counsel**"), addressed to the District, approving the validity of the Bonds, substantially in the form set forth as Appendix C to the Official Statement.

(6) a supplemental opinion of Bond Counsel in a form acceptable to the Underwriter, substantially in the form set forth as Appendix B herein.

(7) an opinion of Jones Hall, A Professional Law Corporation, counsel for the Underwriter, dated the date of Closing and addressed to the Underwriter, satisfactory in form and substance to the Underwriter.

(8) the duly executed Tax Certificate of the District, dated the date of Closing, in form satisfactory to Bond Counsel.

(9) the receipt of the District or its agent confirming payment by the Underwriter of the Purchase Price of the Bonds.

(10) the duly executed Continuing Disclosure Certificate of the District, in substantially the form attached as Appendix D to the Preliminary Official Statement.

- (11) a certified copy of the adopted Resolution.
- (12) an executed copy of the Paying Agent Agreement.
- (13) an executed copy of this Purchase Contract.
- (14) an executed copy of the Official Statement.

(15) the letter of [Moody's Investors Service], to the effect that such rating agency has rated the Bonds "[\_\_\_\_]" (or such other equivalent rating as each such rating agency may give), and that each such rating has not been revoked or downgraded.

(16) [a certificate signed by a District official setting forth a projection evidencing that tax rates with respect to the Bonds are projected not to exceed \$60.00 per \$100,000 of assessed value during the term of the Bonds, and a certificate signed by a County official confirming that the District is in compliance with applicable bonding capacity limitations.]

(17) such additional opinions, certificates, and documents as Bond Counsel or the Underwriter may reasonably request to evidence the truth and correctness, as of the Closing Date, of the representations of the parties contained herein, and of the District contained in the Official Statement, and the due performance or satisfaction by the parties at or prior to such time of all agreements then to be performed and all conditions then to be satisfied.

(b) At or before Closing, and contemporaneously with the acceptance of delivery of the Bonds and the payment of the Purchase Price thereof, the Underwriter will provide to the District:

(1) the receipt of the Underwriter, in form satisfactory to the District and signed by an authorized officer of the Underwriter, confirming delivery of the Bonds to the Underwriter and the satisfaction or waiver of all conditions and terms of this Purchase Contract by the District, and confirming to the District that as of the Closing Date all of the representations of the Underwriter contained in this Purchase Contract are true, complete and correct in all material respects.

(2) the certification of the Underwriter, in form satisfactory to Bond Counsel, regarding the prices at which the Bonds have been reoffered to the public, as described in Section 3 hereof.

7. Termination. (a) *By District.* In the event of the District's failure to deliver the Bonds at the Closing, or inability of the District to satisfy the conditions to the obligations of the Underwriter contained herein (unless waived by the Underwriter), or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate.



(b) *By Underwriter.*

(1) *Excused.* The Underwriter may terminate this Purchase Contract, without any liability therefor, by notification to the District if on or prior to the Closing Date any of the following shall have had a material adverse effect on the marketability or market price of the Bonds, in the reasonable opinion of the Underwriter, upon consultation with the District:

(A) There shall have occurred and be continuing the declaration of a general banking moratorium by any authority of the United States or the State of New York or the State of California;

(B) There shall be in force a general suspension of trading or other material restrictions not in force as of the date hereof on the New York Stock Exchange or other national securities exchange;

(C) Legislation shall have been enacted by the Congress of the United States, or passed by and still pending before either House of the Congress, or recommended or endorsed to the Congress for passage by the President of the United States, or favorably reported for passage to and still pending before either House of the Congress by any committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States, or the United States Tax Court, or a ruling or regulation shall have been issued by the U.S. Treasury, with respect to federal taxation of interest received on securities of the general character of the Bonds, or legislation shall have been enacted by the State of California which renders interest on the Bonds not exempt from State of California personal income taxes, which in the reasonable opinion of the Underwriter materially adversely affects the marketability or market price of the Bonds;

(D) Legislation shall have been enacted, or a decision of a court of the United States shall have been rendered or any action shall have been taken by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction in the subject matter which, in the opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Bonds to be registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, or the Resolution or the Paying Agent Agreement to be qualified under the Trust Indenture Act of 1939, as amended;

(E) The New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose and there shall be in effect, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charges to the net capital requirements of, underwriters;

(F) Congress shall have made a formal declaration of war, or the President of the United States shall have ordered a new major engagement in or escalation of military hostilities, or there shall have occurred a declared national emergency that interrupts or causes disorder to the operation of the financial markets in the United States for a period of more than 30 days;

(G) The withdrawal or downgrading of any underlying rating or credit watch status or outlook of the District's outstanding indebtedness by a national rating agency; or

(H) Any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information set forth in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(2) *Unexcused.* In the event the Underwriter shall fail (other than for a reason permitted by this Purchase Contract) to pay for the Bonds upon tender of the Bonds at the Closing, the Underwriter shall have no right in or to the Bonds.

8. Closing. At or before 9:00 a.m., California time, on [Closing Date], or at such other date and time as shall have been mutually agreed upon by the District and the Underwriter, the District will deliver or cause to be delivered to the Underwriter the Bonds in book-entry form duly executed by the District, together with the other documents described in Section 6(a) hereof; and the Underwriter will accept such delivery and pay the Purchase Price of the Bonds as set forth in Section 1 hereof in immediately available funds by federal funds wire, in an aggregate amount equal to such Purchase Price, plus accrued interest, if any, on the Bonds from the date thereof to the date of such payment, and shall deliver to the District the other documents described in Section 6(b) hereof, as well as any other documents or certificates Bond Counsel shall reasonably require.

Payment for the delivery of the Bonds as described herein shall be made to the Paying Agent on behalf of the District in San Francisco, California or at such other place as shall have been mutually agreed upon by the District and the Underwriter. The Bonds will be delivered through the facilities of DTC in New York, New York, or at such other place as shall have been mutually agreed upon by the District and the Underwriter. All other documents to be delivered in connection with the delivery of the Bonds shall be delivered at the offices of Orrick, Herrington & Sutcliffe LLP, San Francisco, California. Such payment and delivery is herein called the “**Closing**” and the date thereof the “**Closing Date**.”

9. Establishment of Issue Price.

(a) The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially

in the form attached hereto as Appendix A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the District under this section to establish the issue price of the Bonds may be taken on behalf of the District by Isom Advisors, a Division of Urban Futures, Inc., the District's municipal advisor, and any notice or report to be provided to the District may be provided to the District's municipal advisor.

(b) [Except as otherwise set forth in Appendix A hereto,] the District will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the District the price or prices at which the Underwriter has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the District the prices at which Bonds of that maturity have been sold by the Underwriter to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that the Underwriter has offered the Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Appendix A attached hereto, except as otherwise set forth therein. Appendix A also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the District when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that

maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The District acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) “public” means any person other than an underwriter or a related party;

(2) “underwriter” means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public);

(3) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(4) “sale date” means the date of execution of this Purchase Contract by all parties.

10. Expenses. (a) The Underwriter hereby agrees that in addition to paying the District the Purchase Price of the Bonds, it will pay costs of issuance of the Bonds up to \$[COI Deposit], including any of the following: (i) the cost of the preparation and reproduction of the Resolution and the Paying Agent Agreement; (ii) the fees and disbursements of the District’s municipal advisor with respect to the Bonds; (iii) the fees and disbursements of Bond Counsel and Disclosure Counsel; (iv) the costs of the preparation, printing and delivery of the Bonds; (v) the costs of the preparation, printing and delivery of the Preliminary Official Statement, the Official Statement, and any amendment or supplement thereto in the quantity requested by the Underwriter in accordance herewith; (vi) initial rating fee of [Moody’s Investors Service]; and (vii) fees and expenses of the Paying Agent for the Bonds. The District shall pay the balance of all such expenses

in excess of \$[COI Deposit] from the proceeds of the Bonds deposited in the Building Fund or any other source of lawfully available funds.

(b) All other costs and expenses incurred by the Underwriter as a result of or in connection with the purchase of the Bonds and their public offering and distribution shall be borne by the Underwriter, including, but not limited to (i) clearing house fees; (ii) DTC fees; (iii) CUSIP fees; (iv) fees required to be paid to the California Debt and Investment Advisory Commission (“CDIAC”); and (v) fees of counsel to the Underwriter, including costs or fees of qualifying the Bonds for offer and sale in various states chosen by the Underwriter and the costs or fees of preparing Blue Sky or legal investment memoranda to be used in connection therewith.

11. Notices. Any notice or other communication to be given under this Purchase Contract (other than the acceptance hereof as specified in the introductory paragraph hereof) may be given to the District by delivering the same in writing to the District at the address given below, and may be given to the Underwriter by delivering the same in writing to the address of the Underwriter set forth in Appendix A, or such other address as the District or the Underwriter may designate by notice to the other party.

To the District: Albany Unified School District  
1051 Monroe Street  
Albany, CA 94706

To the Underwriter: RBC Capital Markets, LLC  
Two Embarcadero Center, Suite 1200  
San Francisco, CA 94111

12. Governing Law. The validity, interpretation and performance of this Purchase Contract shall be governed by the laws of the State of California.

13. Parties in Interest. This Purchase Contract when accepted by the District in writing as heretofore specified shall constitute the entire agreement between the District and the Underwriter, and is solely for the benefit of the District and the Underwriter (including the successors or assigns thereof). No other person shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Purchase Contract of each of the parties hereto shall remain operative and in full force and effect, regardless of (a) delivery of and payment for the Bonds hereunder, or (b) any termination of this Purchase Contract.

14. Headings. The headings of the paragraphs and Sections of this Purchase Contract are inserted for convenience of reference only and shall not be deemed to be a part hereof.

15. Effectiveness. This Purchase Contract shall become effective upon the execution of the acceptance hereof by the Authorized District Representative, and shall be valid and enforceable at the time of such acceptance.

16. Counterparts. This Purchase Contract, for the purchase and sale of the Albany Unified School District General Obligation Bonds, Election of 2016 (Measure E), 2018 Series B, may be executed in several counterparts, which together shall constitute one and the same instrument.

Respectfully submitted,

RBC CAPITAL MARKETS, LLC

By: \_\_\_\_\_  
Authorized Representative

Accepted: [Sale Date]

ALBANY UNIFIED SCHOOL DISTRICT

Time: \_\_\_\_\_ a.m/p.m. (California Time)

By: \_\_\_\_\_  
Authorized District Representative

## APPENDIX A

### ALBANY UNIFIED SCHOOL DISTRICT (County of Alameda, State of California) GENERAL OBLIGATION BONDS, ELECTION OF 2016 (MEASURE E), 2018 SERIES B

#### TERMS

##### Interest Rates:

See attached Pricing Report from Underwriter as Schedule A.

##### Principal Payments:

See attached Pricing Report from Underwriter as Schedule A.

##### Terms of Redemption:

[Optional Redemption]. The Bonds maturing on August 1, 20\_\_, are not subject to redemption prior to their respective stated maturity dates. The Bonds maturing on and after August 1, 20\_\_, are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, as a whole or in part on any date on or after August 1, 20\_\_, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed, without premium, together with accrued interest thereon to the date fixed for redemption.

Mandatory Sinking Fund Redemption. The \$\_\_\_\_\_ Term Bond maturing on August 1, 20\_\_, is also subject to mandatory sinking fund redemption on each mandatory sinking fund redemption date and in the respective principal amounts as set forth in the following schedule, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, together with interest accrued thereon to the date fixed for redemption:

Mandatory Sinking fund Redemption Date (August 1)	Principal Amount to be Redeemed
†	\$
† Maturity.	

The principal amount to be redeemed in each year shown in the table above will be reduced proportionately, in integral multiples of \$5,000, by the amount of such Term Bond optionally redeemed prior to the mandatory sinking fund redemption date, if any.]

**SCHEDULE A****ALBANY UNIFIED SCHOOL DISTRICT  
(County of Alameda, State of California)  
GENERAL OBLIGATION BONDS,  
ELECTION OF 2016 (MEASURE E), 2018 SERIES B**

[To come]



## APPENDIX B

### PROPOSED FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

[Subject to revision]

[Closing Date]

RBC Capital Markets, LLC  
San Francisco, California

Albany Unified School District  
General Obligation Bonds  
Election of 2016 (Measure E), 2018 Series B  
Supplemental Opinion

Ladies and Gentlemen:

This letter is addressed to you, as Underwriter (the “Underwriter”), pursuant to Section 6(a)(6) of the Bond Purchase Agreement, dated [Sale Date] (the “Purchase Contract”), between you and the Albany Unified School District (the “District”), providing for the purchase of \$[Measure E Par] principal amount of Albany Unified School District General Obligation Bonds, Election of 2016 (Measure E), 2018 Series B (the “Bonds”). The Bonds are being issued pursuant to a paying agent agreement, dated as of [June] 1, 2018 (the “Paying Agent Agreement”), by and between the District and U.S. Bank National Association, as paying agent (the “Paying Agent”), and a resolution adopted by the District on [February 27], 2018 (the “District Resolution”). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Paying Agent Agreement or, if not defined in the Paying Agent Agreement, in the Purchase Contract.

We have delivered our final legal opinion (the “Bond Opinion”) as bond counsel to the District concerning the validity of the Bonds and certain other matters, dated the date hereof and addressed to the District. You may rely on such opinion as though the same were addressed to you.

In connection with our role as bond and disclosure counsel to the District, we have reviewed the Purchase Contract, the District Resolution, the Paying Agent Agreement, the Tax Certificate, dated the date hereof (the “Tax Certificate”), certificates of the District and others, and such other documents, opinions and matters to the extent we deemed necessary to provide the opinions or conclusions set forth herein.

The opinions and conclusions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions or conclusions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our

attention after the date hereof. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, any parties other than the District. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions, referred to in the third paragraph hereof. We have further assumed compliance with all covenants and agreements contained in such documents. In addition, we call attention to the fact that the rights and obligations under the Bonds, the District Resolution, the Paying Agent Agreement, the Tax Certificate and the Purchase Contract and their enforceability may be subject to bankruptcy, insolvency, reorganization, receivership, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against school districts and counties in the State of California. We express no opinion with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute a penalty), right of set-off, arbitration, judicial reference, choice of law, choice of forum, choice of venue, non-exclusivity of remedies, waiver or severability provisions contained in the foregoing documents, nor do we express any opinions with respect to the state or quality of title to or interest in any assets described in or as subject to the lien of the District Resolution, or the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on, any such assets.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions or conclusions:

1. The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the District Resolution and the Paying Agent Agreement are each exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

2. The Purchase Contract has been duly executed and delivered by the District and (assuming due authorization, execution and delivery by, and validity against the other parties thereto) is a valid and binding agreement of the District.

3. The statements contained in the Official Statement under the captions: "THE BONDS," "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS – General," "– Pledge of Tax Revenues" and "TAX MATTERS," excluding any material that may be treated as included under such captions by cross-reference or reference to other documents or sources, insofar as such statements expressly summarize certain provisions of the District Resolution and the Paying Agent Agreement and the form and content of our Bond Opinion, are accurate in all material respects.

4. We are not passing upon and do not assume any responsibility for the accuracy (except as explicitly stated in paragraph 3 above), completeness or fairness of any of the statements contained in the Official Statement and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. We do not assume any responsibility for any electronic version of the Official Statement, and assume that any such version is identical in all respects to the printed version. In our capacity as bond and disclosure counsel to the District, we participated in conferences with your representatives, your counsel,

representatives of the District, the Paying Agent, Isom Advisors, a Division of Urban Futures, Inc., as municipal advisor to the District, and others, during which conferences the contents of the Official Statement and related matters were discussed. Based on our participation in the above-referenced conferences (which did not extend beyond the date of the Official Statement), and in reliance thereon, on oral and written statements and representations of the District and others and on the records, documents, certificates, opinions and matters herein mentioned, subject to the limitations on our role as bond and disclosure counsel, we advise you as a matter of fact and not opinion that no facts came to the attention of the attorneys in our firm rendering legal services with respect to the Official Statement which caused us to believe that the Official Statement as of its date and as of the date hereof (except for any CUSIP numbers, financial, accounting, statistical or economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, or any information about book-entry, DTC, ratings, rating agencies, the Underwriter, underwriting, and the information contained in Appendices A, B, C, E and F included or referred to therein or omitted therefrom, which we expressly exclude from the scope of this paragraph and as to which we express no opinion or view) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. No responsibility is undertaken or view expressed with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by or incorporated by reference in the Official Statement.

This letter is furnished by us as bond and disclosure counsel to the District. No attorney-client relationship has existed or exists between our firm and you in connection with the Bonds or by virtue of this letter. We disclaim any obligation to update this letter. This letter is delivered to you as Underwriter of the Bonds, is solely for your benefit as such Underwriter and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person. This letter is not intended to, and may not, be relied upon by owners of Bonds or by any other party to whom it is not specifically addressed.

Very truly yours,

ORRICK, HERRINGTON & SUTCLIFFE LLP

## APPENDIX C

### FORM OF ISSUE PRICE CERTIFICATE

**\$(MEASURE E PAR)  
ALBANY UNIFIED SCHOOL DISTRICT  
(County of Alameda, State of California)  
GENERAL OBLIGATION BONDS,  
ELECTION OF 2016 (MEASURE E), 2018 SERIES B**

The undersigned, on behalf of RBC Capital Markets, LLC (the “Underwriter”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the price listed on the inside cover of the Official Statement published in connection with the issuance of the Bonds.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. If there is a Hold-the-Offering Price Maturity, a copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, the Underwriter has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “Hold-the-Offering-Price Rule”), and (b) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the Hold-the-Offering-Price Rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) ***General Rule Maturities*** means those Maturities of the Bonds that are not “Hold-the-Offering-Price Maturities.”

(b) ***Hold-the-Offering-Price Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) ***Holding Period*** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day

after the Sale Date ([Sale Date]), or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at one or more prices, each of which is no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means the Albany Unified School District.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of each maturity of the Bonds is [Sale Date].

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Orrick, Herrington & Sutcliffe LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

RBC CAPITAL MARKETS, LLC

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

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

Dated: \_\_\_\_\_, 2018

**SCHEDULE A****INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

(Attached.)

**SCHEDULE B****PRICING WIRE OR EQUIVALENT COMMUNICATION**

(Attached.)

## CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the Albany Unified School District (the “District”) in connection with its issuance of \$[Measure B Par] aggregate principal amount of Albany Unified School District General Obligation Bonds, Election of 2016 (Measure B), 2018 Series B (the “2018 Measure B Bonds”) and \$[Measure E Par] aggregate principal amount of Albany Unified School District General Obligation Bonds, Election of 2016 (Measure E), 2018 Series B (the “2018 Measure E Bonds” and together with the 2018 Measure B Bonds, the “Bonds”). The 2018 Measure B Bonds are being issued pursuant to a paying agent agreement dated as of [June] 1, 2018 (the “2018 Measure B Paying Agent Agreement”), by and between the District and U.S. Bank National Association, as paying agent (the “Paying Agent”), and acknowledged by the County of Alameda (the “County”), and a resolution adopted by the Board of Education on [February 27], 2018 (the “District Resolution”). The 2018 Measure E Bonds are being issued pursuant to a paying agent agreement dated as of [June] 1, 2018 (the “2018 Measure E Paying Agent Agreement” and, together with the 2018 Measure B Paying Agent Agreement, the “Paying Agent Agreements”), by and between the District and the Paying Agent, and acknowledged by the County, and the District Resolution.

The District covenants and agrees as follows:

**SECTION 1. Purpose of the Disclosure Certificate.** This Disclosure Certificate is being executed and delivered by the District for the benefit of the Holders (defined below) and Beneficial Owners (defined below) of the Bonds and in order to assist the Participating Underwriter (defined below) in complying with the Rule (defined below).

**SECTION 2. Definitions.** In addition to the definitions set forth in the Paying Agent Agreements, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person who has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

“Dissemination Agent” shall mean Isom Advisors, a Division of Urban Futures, Inc., or any successor Dissemination Agent designated in writing by the District and which has filed with the District a written acceptance of such designation.

“Holder” shall mean the person in whose name any Bond shall be registered.

“Listed Event” shall mean any of the events listed in Sections 5(a) or 5(b) of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15(B)(b)(1) of the Securities Exchange Act of 1934 or any other entity designated or authorized by the Securities and Exchange Commission to receive reports or notices pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB currently located at <http://emma.msrb.org>.



“Official Statement” shall mean the Official Statement relating to the Bonds dated \_\_\_\_\_, 2018.

“Participating Underwriter” shall mean RBC Capital Markets, LLC, or any other original underwriter(s) of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

### SECTION 3. Provision of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent to, not later than nine months after the end of the District’s fiscal year (currently ending June 30) (the “Annual Report Due Date”) for each year in which the Bonds are outstanding, commencing with the report for the 2017-18 fiscal year (which is due not later than April 1, 2019), provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the Annual Report Due Date if they are not available by that date in accordance with Section 4(a). If the District’s fiscal year changes, the District shall give notice of such change in the same manner as for a Listed Event under Section 5(e). The Annual Report shall be submitted on a standard form in use by industry participants or other appropriate form and shall identify the Bonds by name and CUSIP numbers.

(b) Not later than 15 business days prior to the Annual Report Due Date set forth in Section 3(a) above, the District shall provide the Annual Report to the Dissemination Agent (if other than the District). If the District is unable to provide to the MSRB an Annual Report by the Annual Report Due Date, the District shall send a notice in a timely manner to the MSRB in substantially the form attached hereto as Exhibit A.

(c) The Dissemination Agent shall (if the Dissemination Agent is other than the District) file a report with the District certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided to the MSRB.

SECTION 4. Content of Annual Reports. The District’s Annual Report shall contain or include by reference the following:

- (1) Audited financial statements of the District for the preceding fiscal year, prepared in accordance with the laws of the State of California, and including all statements and information prescribed for inclusion therein by the Controller of the State of California. If the District’s audited financial statements are not available by the Annual Report Due Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be provided to the MSRB in the same manner as the Annual Report when they become available.

To the extent not included in the audited financial statement of the District, the Annual Report shall also include the following:

- (2) Adopted budget of the District for the current fiscal year or a summary thereof.

- (3) District average daily attendance.
- (4) District outstanding debt.
- (5) Information regarding total assessed valuation of taxable properties within the District, if and to the extent provided to the District by the County.
- (6) Information regarding total secured tax charges and delinquencies on taxable properties within the District, if and to the extent provided to the District by the County.
- (7) Information regarding the top ten taxpayers within the District, if and to the extent provided to the District by the County.

Any or all of the items listed above may be set forth in one or a set of documents or may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which have been made available to the public on the MSRB's website. The District shall clearly identify each such other document so included by reference.

#### SECTION 5. Reporting of Significant Events.

(a) The District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, in a timely manner not later than ten (10) business days after the occurrence of the event:

- (1) Principal or interest payment delinquencies;
- (2) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (3) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (4) Substitution of credit or liquidity providers, or their failure to perform;
- (5) Adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
- (6) Tender offers;
- (7) Defeasances;
- (8) Rating changes; or
- (9) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note: For the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and

officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) The District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material, in a timely manner not later than ten (10) business days after the occurrence of the event:

- (1) Unless described in Section 5(a)(5), other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
- (2) Modifications to rights of Bond holders;
- (3) Optional, unscheduled or contingent Bond calls;
- (4) Release, substitution, or sale of property securing repayment of the Bonds;
- (5) Non-payment related defaults;
- (6) The consummation of a merger, consolidation, or acquisition involving an obligated person, or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; or
- (7) Appointment of a successor or additional paying agent or the change of name of a paying agent.

(c) The District shall give, or cause to be given, in a timely manner, notice of a failure to provide the annual financial information on or before the Annual Report Due Date, as provided in Section 3(b).

(d) Whenever the District obtains knowledge of the occurrence of a Listed Event described in Section 5(b), the District shall determine if such event would be material under applicable federal securities laws.

(e) If the District learns of the occurrence of a Listed Event described in Section 5(a), and determines that knowledge of a Listed Event described in Section 5(b) would be material under applicable federal securities laws, the District shall, within ten (10) business days of occurrence, file a notice of such occurrence with the MSRB in electronic format, accompanied by such identifying information as is prescribed by the MSRB. Notwithstanding the foregoing, notice of the Listed Event described in Section 5(b)(3) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the respective Paying Agent Agreement.

**SECTION 6. Termination of Reporting Obligation.** The District's obligations under this Disclosure Certificate shall terminate with respect to any Bonds upon the maturity, legal defeasance, prior redemption or acceleration of such Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(e).

SECTION 7. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be Isom Advisors, a Division of Urban Futures, Inc.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5(a), 5(b), 5(d) or 5(e) or this Section 8(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the District shall describe such amendment in the Annual Report following such amendment or waiver, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver, and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(e), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate, or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the District to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the applicable series of Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate, provided that any such action may be instituted only in the Superior Court of the State of California in and for the County of Alameda. The sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter, and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity (except the right of the Dissemination Agent or any Holder or Beneficial Owner to enforce the provisions of this Disclosure Certificate on behalf of the Holders).

Date: \_\_\_\_\_, 2018

ALBANY UNIFIED SCHOOL DISTRICT

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

## EXHIBIT A

FORM OF NOTICE TO THE MUNICIPAL SECURITIES RULEMAKING BOARD  
OF FAILURE TO FILE ANNUAL REPORT

Name of District: ALBANY UNIFIED SCHOOL DISTRICT

Name of Bond Issues: Albany Unified School District General Obligation Bonds, Election of 2016 (Measure B), 2018 Series B; and Albany Unified School District General Obligation Bonds, Election of 2016 (Measure E), 2018 Series B

Date of Issuance: \_\_\_\_\_, 2018

NOTICE IS HEREBY GIVEN that the District has not provided an Annual Report with respect to the above-named Bonds as required by Section 4 of the Continuing Disclosure Certificate of the District, dated the Date of Issuance. [The District anticipates that the Annual Report will be filed by \_\_\_\_\_.]

Dated: \_\_\_\_\_

ALBANY UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_ [to be signed only if filed]

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of February 27, 2018**

**ITEM: VOTE FOR DELEGATES FOR CALIFORNIA SCHOOL BOARDS  
ASSOCIATION 2018 (CSBA) DELEGATE ASSEMBLY ELECTION**

**PREPARED BY: VALERIE WILLIAMS, SUPERINTENDENT**

**TYPE OF ITEM: REVIEW & ACTION**

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**PURPOSE:**

Vote for Delegates for California School Boards Association (CSBA) Delegate Assembly Election.

**BACKGROUND INFORMATION:**

The California School Boards Association (CSBA) Delegate Assembly is a vital link in the Association's governance structure. The Delegate Assembly sets the general policy direction for the association. Working with local districts, county offices, the Board of Directors and Executive Committee, delegates ensure that the Association reflects the interests of school districts and county offices of education throughout the state. The Delegate Assembly is made up of approximately 270 Delegates who are elected by local board members in 21 geographical regions or sub-regions throughout the state. They meet twice a year to conduct business, and may also meet with the other delegates and the director within their region. Furthermore they participate in CSBA events and they maintain contact with local boards in their region. There are four (4) delegates vacancies in Subregion 7-B.

**DETAILS**

Nominee names and background packet have been provided under separate cover to Board members and is available for review in the Superintendent's Office.

**KEY QUESTIONS AND ANSWERS:**

**Q.** How many nominees are Board members are asked to vote for?

**A.** Board members are asked to vote for no more than four (4) candidates.

**Q.** How long will the successful candidates serve as delegates?

**A.** The successful candidates will serve as delegates for two-year terms beginning April 1, 2018– March 31, 2020.

**STRATEGIC OBJECTIVES ADDRESSED:**



**Objective #3:** *Communicate and Lead Together. Goal: All stakeholders will collaborate and communicate about decisions that guide the sites and district.*

**RECOMMENDATION:** Vote for Delegates for California School Boards Association 2018 (CSBA) Delegate Assembly Election.

REQUIRES BOARD ACTION

This **CORRECTED** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the U.S. post office no later than **THURSDAY, MARCH 15, 2018**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box.

*A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

**COPY** of OFFICIAL 2018 DELEGATE ASSEMBLY **CORRECTED** BALLOT  
SUBREGION 7-B  
(Alameda County)

Number of vacancies: 4 (Vote for no more than 4 candidates)

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*Delegates will serve two-year terms beginning April 1, 2018 – March 31, 2020*

*\*denotes incumbent*

- ☐ Valerie Arkin (Pleasanton USD)\*
- ☐ Desrie Campbell (Fremont USD)\*
- ☐ Donn Lee Merriam (Emery USD)
- ☐ Amy Miller (Dublin USD)\*
- ☐ Leo Sheridan (San Leandro USD)
- ☐ Annette Walker (Hayward USD)
- ☐ Anne White (Livermore Valley Joint USD)

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*Provision for Write-in Candidate Name*

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*School District*

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*Signature of Superintendent or Board Clerk*

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*Title*

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*School District*

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*Date of Board Action*

SEE REVERSE SIDE FOR A CURRENT LIST OF ALL DELEGATES IN YOUR REGION.



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## **REGION 7 – 20 Delegates (15 elected/5 appointed ♦)**

**Director: Yolanda Pena Mendrek**

**Below is a list of all the current Delegates with expired terms from this Region.**

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### **Subregion 7-A (Contra Costa)**

Elizabeth (Liz) Bettis (Walnut Creek ESD), term expires 2019  
 Elizabeth Block (West Contra Costa USD) ♦, appointed term expires 2018  
 Laura Canciamilla (Pittsburg USD), term expires 2018  
 Vacant, 2019  
 Linda K. Mayo (Mt. Diablo USD) ♦, appointed term expires 2019  
 Kathi McLaughlin (Martinez USD), term expires 2018  
 Vacant, 2019  
 Raymond Valverde (Liberty Union HSD), term expires 2018

### **Subregion 7-B (Alameda)**

Valerie Arkin (Pleasanton USD), term expires 2018  
 Desrie Campbell (Fremont USD), term expires 2018  
 Ann Crosbie (Fremont USD) ♦, appointed term expires 2019  
 Beatriz Leyva-Cutler (Berkeley USD), term expires 2019  
 Jody London (Oakland USD) ♦, appointed term expires 2019  
 William McGee (Hayward USD), term expires 2019  
 Amy Miller (Dublin USD), term expires 2018  
 Diana J. Prola (San Leandro USD), term expires 2019  
 Nancy Thomas (Newark USD), term expires 2019  
 Rosie Torres (Oakland USD) ♦, appointed term expires 2018  
 Jamie Yee Hintzke (Pleasanton USD), term expires 2018

### **County Delegate:**

Fatima Alleyne (Contra Costa COE), term expires 2019

<b>Counties</b>
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Contra Costa (Subregion A)  
 Alameda (Subregion B)

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