

BOARD OF TRUSTEES
BOARD MEETING AGENDA
November 8, 2021 6:30 pm
Ridgewood School Commons
2060 Ridgewood Drive Cutten, CA 95503

1.0 CALL TO ORDER

2.0 CONSENT AGENDA

- 2.1 Approval of Minutes – October 25, 2021
- 2.2 Approval of Warrants and Payroll
- 2.3 Approval of Small Job Contract for DuroLast Membrane-Roofing Project

3.0 VISITOR COMMENTS ON NON-AGENDA ITEMS

The Board reserves the right to limit speakers to three minutes only. The Board may comment, but cannot take action at this time. The Board President may refer the matter to the Superintendent for review, if appropriate.

4.0 REPORTS

- 4.1 Cutten Ridgewood PTA Report
- 4.2 HBTA Report
- 4.3 School Site Council Report

5.0 PRESENTATION AND PUBLIC HEARING

- 5.1 AB 130 Educator Effectiveness Plan and Expenditure of Funds

6.0 INFORMATION / POSSIBLE ACTION ITEMS

- 6.1 Consider Approval of Resolution 2022 – 02, Exemption to the Separation from Service Requirement Pursuant to Section 24214.5 or 26812 of the Education Code
- 6.2 Bond Update
- 6.3 Cutten HVAC Update
- 6.4 Property at 4140 Walnut Drive Update
- 6.5 Discussion of latest Covid-19 Humboldt County Department of Health Guidelines
- 6.6 Consider Approval of Stipend to Computer Coordinator for Covid-19 Organization, Structure and Implementation of Testing for Staff and Students

6.0 SUPERINTENDENT/PRINCIPAL REPORT

7.0 BOARD MEMBER COMMENTS / COMMUNICATION

8.0 ADJOURNMENT

NOTICE: Any writing, not exempt from public disclosure under Government Code Section 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22, which is distributed to all or a majority of the members of the governing board by any person in connection with a matter subject to discussion or consideration at an open meeting of the board is available for public inspection at Ridgewood School, 2060 Ridgewood Drive, Eureka.

CUTTEN ELEMENTARY SCHOOL DISTRICT
BOARD OF TRUSTEES
BOARD MEETING MINUTES
October 25, 2021, 5:30 pm

- 1.0 CALL TO ORDER** The meeting was called to order at 5:31 p.m.
Board Members in attendance: Andy Sundquist, Mary DeWald, Beth Johnston, Dennis Reinholtsen, and Becky Reece.
- 2.0 CONSENT AGENDA**
2.1 Motion was made by Andy Sundquist and seconded by Dennis Reinholtsen to approve the consent agenda. Motion carried 5 – 0.
- 3.0 VISITOR COMMENTS ON NON-AGENDA ITEMS**
Kim Blanc thanked Kaycee Cook for her patience while the vacancy for her classroom aide was filled.
- 4.0 INFORMATION / POSSIBLE ACTION ITEMS**
4.1 Motion was made by Dennis Reinholtsen and seconded by Andy Sundquist to approve the ESSER III Plan. Motion carried 5 -0.
- 5.0 BOARD MEMBER COMMENTS / COMMUNICATION**
Beth Johnston asked about the status of renting the Walnut Steet House. Dennis Reinholtsen recused himself due to possible conflict of interest and left the room. Becky shared that the house will be posted for rent within a few weeks.
- 6.0 ADJOURNMENT**
The meeting was adjourned at 6:28 p.m.

Respectfully submitted,

Becky MacQuarrie
Secretary to the Board



Checks Dated 10/01/2021 through 10/31/2021

Board Meeting Date 11/8/21

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000150631	10/14/2021	SYSCO SACRAMENTO	13-4710	Product Credit	270.97-	2,158.84
3000150632	10/14/2021	Therapy Kids	01-5800	Physical Therapy-Closure		
3000150633	10/14/2021	Watkins, Lindsay O	01-4310	Classroom Monies 10-6-21	220.74	700.00
				Watkins PPE	92.60	
				Milk/Food for Cafeteria	49.74	
				Milk for Cafeteria	126.72	
				Milk/Food for Cafeteria	169.69	
				Bottled Water Service		346.15
				Trailer Rental		14.00
				Food for Cafeteria		37.58
				Water/Sewer SEP21		58.00
				Custodial Supplies		262.91
				Laundry		863.53
				ASP Supplies		217.62
				PG&E SEP21		11.61
				PG&E SEP21	19.03	
				Printer/Copier Maint	2,189.34	2,208.37
				Mobile Cabinet Oven		1,088.05
				Drug Testing		9,751.70
				Milk/Food for Cafeteria	99.52	300.00
				Milk for Cafeteria	126.72	
				Bottled Water Service	212.66	438.90
				Fix HVAC	8.00	8.00
				LCAP Classroom Funds	285.48	475.50
				PPE	25.00	
				Classroom Monies	526.75	310.48
				Classroom Monies	100.00	75.16
				Custodial Supplies	626.75	626.75
				Library Books	68.96	68.96
				PG&E Oct-21	44.44	44.44
				Ridgewood Screens	485.87	564.45
				Tent parts	20.01	
				Printer/Copier Lease		505.88
				Food for Cafeteria		237.30
				Food for Cafeteria		31.75
				Food for Cafeteria		951.13

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.

009 - Cutten Elementary School District

Checks Dated 10/01/2021 through 10/31/2021

Board Meeting Date 11/8/21

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000151336	10/21/2021	VALLEY PACIFIC PETROLEUM SVCS	01-5512	Propane	15.01	
3000152081	10/28/2021	(HARRIS) SHAFERS ACE HARDWARE	01-4374	Custodial Supplies	62.47	
3000152082	10/28/2021	BDJtech	01-4310	Stereo Headphones	307.09	
3000152083	10/28/2021	CALIFORNIA DEPARTMENT OF ED	13-4710	Food for Cafeteria	188.10	
3000152084	10/28/2021	CARTER, ALVICE	01-5635	Instrument Repair	30.00	
3000152085	10/28/2021	CRYSTAL CREAMERY	13-4710	Milk/Food for Cafeteria	165.84	
3000152086	10/28/2021	DESIGN AIR	13-4711	Milk/Food for Cafeteria	532.74	698.58
3000152087	10/28/2021	EMPLOYMENT DEVELOPMENT DEPT	01-5800	Fix Rm 15 Heater	470.47	
3000152088	10/28/2021	Grazis, Sherry M	01-9540	3Q 2021 SUI	2,763.87	
3000152089	10/28/2021	HUMBOLDT COUNTY SHERIFFS DEPT	01-4392	First Aid Kits	32.37	
3000152090	10/28/2021	HUMBOLDT WASTE MGMT. AUTHORITY	01-5884	Cutten Alarm Permit Fee	50.00	
3000152091	10/28/2021	MENDES SUPPLY COMPANY	01-5560	RW Alarm Permit Fee	100.00	100.00
3000152092	10/28/2021	MISSION LINEN SUPPLY	01-4374	Dispose of Refrigerators	68.56	168.56
3000152093	10/28/2021	Rice, Delaney M	01-5550	Waste Disposal	128.26	
3000152094	10/28/2021	SECURITY LOCK & ALARM	01-4310	Custodial Supplies	220.17	
3000152095	10/28/2021	STEWART TELECOMMUNICATIONS	01-4381	Laundry	46.10	
			01-5800	Classroom Monies	21.55	
				Keys	180.00	
				Fix Phone Lines	2,492.39	
				Install Structured Cabling	120.00	
				Reprogram RW Phone Lines	310.12	
3000152096	10/28/2021	SYSCO SACRAMENTO	13-4396	Food/Supplies for Cafeteria	1,792.04	2,792.39
			13-4710	Food for Cafeteria	2,619.84	
3000152097	10/28/2021	Wardrip, Estelle R	01-5801	Food/Supplies for Cafeteria	75.17	4,722.00
				Classroom Fieldtrip		75.17
Total Number of Checks					90	104,753.78

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GENERAL FUND	76	90,741.87
13	CAFETERIA FUND	16	14,011.91
Total Number of Checks		90	104,753.78
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			104,753.78

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.

EARNINGS by Earnings Code		Income	Adjustments	TAXES		Employee	Employer	Total	Subject Grosses
No Gross Pay			6.00	Federal Withholding	26,153.07			26,153.07	331,892.48
Regular		383,515.85		State Withholding	8,604.37			8,604.37	331,892.48
				Social Security	6,344.06		6,344.06	12,688.12	102,323.72
				Medicare	5,382.84		5,382.84	10,765.68	371,229.66
				SUI	1,856.11		1,856.11	1,856.11	371,229.66
				Workers' Comp	8,575.38		8,575.38	8,575.38	371,229.66
TOTAL		383,515.85	6.00	SUBTOTAL	46,484.34		22,158.39	68,642.73	
EARNINGS by Group		Income	Adjustments	REDUCTIONS		Employee	Employer	Total	Subject Grosses
Base Pay		370,919.19		PERS	2,692.57		8,812.45	11,505.02	38,465.51
Docks		3,595.73		PERS / 62	3,427.76		11,218.62	14,646.38	48,968.13
Extra Duty		10,447.39		STRS / 60	24,018.68		39,648.35	63,667.03	234,328.20
Miscellaneous			6.00	STRS / 62	4,023.17		6,670.49	10,693.66	39,423.64
Stipends		3,360.00		Tax Sheltered Annuit	5,175.00		5,175.00	5,175.00	
Substitutes		75.00		Health & Welfare	10,872.33		77,212.52	88,084.85	
Vacation Pay		2,310.00		Supplemental Insuran	777.20		777.20	777.20	
				Flex/Medical Savings	636.66			636.66	
TOTAL		383,515.85	6.00	SUBTOTAL	51,623.37		143,562.43	195,185.80	
EARNINGS		Person Type	Female Employees	DEDUCTIONS		Employee	Employer	Total	Subject Grosses
Certificated		41	37	Dues & Memberships	3,004.25			3,004.25	29.80
Classified		51	42	Health & Welfare			10,089.00	10,089.00	
				Miscellaneous	850.00			850.00	
				Supplemental Insuran	2,264.57			2,264.57	
				Summer Savings	26,915.12			26,915.12	164,412.02
				Voluntary STRS	117.25			117.25	
TOTAL		92	79	SUBTOTAL	33,151.19		10,089.00	43,240.19	
TOTALS				TOTALS	131,258.90		175,809.82	307,068.72	

Vendor Summary for Pay Date 10/29/2021

Cancel/Reissue for Process Date 10/29/2021

Vendor Checks
Vendor Liabilities

Reissued
Cancel Checks
Void ACH

Selection Grouped by Org, Filtered by (Org = 9, Fiscal Year = 2022, Starting Pay Date = 10/29/2021)

BALANCING DATA

Gross Earnings	383,515.85	252,256.95	Net Pay
District Liability	175,809.82	131,258.90	Deductions
	559,325.67	175,809.82	Contributions
		559,325.67	

NET

Direct Deposits	213,006.61	70
Checks	37,631.95	21
Partial Net ACH		
Negative Net		
Check Holds	1,618.39	1
Zero Net		
TOTAL	252,256.95	92

Handwritten signature

Selection Grouped by Org, Filtered by (Org = 9, Fiscal Year = 2022, Starting Pay Date = 10/29/2021)

009 - Cutten Elementary School District

Cutten School District
 Average Daily Attendance (ADA) by School Month
 2017-18 through 2021-22

	2017-18	2018-19	2019-20	2020-21	21-22
First Month	584.47	593.89	622.53	574.42	538.06
Second Month	577.15	593.05	612.20	568.30	535.69
Third Month	575.79	593.21	613.32	561.11	
Fourth Month	573.80	585.87	613.13	570.13	
Fifth Month	569.67	580.84	616.05	561.79	
Sixth Month	562.07	592.53	605.53	557.87	
Seventh Month	568.25	585.85	608.85	556.35	
P-2 ADA (Funded)	576.47	592.02	617.44	563.76	
Eighth Month	574.80	588.15	629.00	551.07	
Ninth Month	581.85	590.40	629.00	550.95	
Tenth Month	578.94	592.28	629.00	547.33	

* 20-21 Hold Harmless Year

**CUTTEN SCHOOL DISTRICT Certificated Staffing / Enrollment for 2021-2022
12/2/2021**

Grade Level	Classroom Teacher	Classroom Aide	1st Day Class Size	Class Size	Grade	Grade Totals	School Totals
SDC	Rice, Delaney	Kyrie Weigand Carroll, Brendan Hartridge, Catherine	10		SDC	11	Ridgewood Total 77
TK	Chastain, Amy	O'Kane, Taryn	10		TK		
K	Gabbert, Stacy	Cardona, Camille	16		Kindergarten	66	
K	Seghetti, Nadine	Filbey, Miranda	17				
K	Lemmon, Katrin	Thayer, Tracy	18				
K	Seymour, Melissa	Gutierrez, Teia	15				
1	Dickinson, Lori	LoBue-Deshais, Hannah	15				
1	Escutia, Liz	Moser, Shara	14		First	0	
1	Kencke, Joe	Urban, Michelle	16				
1	Watkins, Lindsay	Pino, Karen	13				
2	Filbey, Audrea	Garrett, Sage, Natalie Moore	21				
2	Hinrichs, Dani	Merz, Kayla	19		Second	0	
2	Rice, Suzanne	Blaisdell, Leina	20				
2	Richards, Mike	Kidd, Lorna	21				
IS-K-2	Felmlee, Jamie	Independent Study	9				
IS SDC	Carlson, Carrie	SDC Independent Study	1		I.S.		
3	Ng, Christy	Hulstrom, Gidget	20	19	Third	69	
3	Rutter, Darcie	Felmlee, Jamie	22	21			
3	Sligh, Annette	Blacketer, Kacie	8	7			
3	Watson, Harriet	Hulstrom, Mike	22	22			
4	Bradbury, Sydney	Barbee, Jennifer	23	23			
4	Code, Jen	Brunton, Taunya	23	23	Fourth	80	
4	Ibbitson, Bethany	Grazis, Sherry	22	22			
4	Sligh, Annette	Blacketer, Kacie	13	12			
5	Benbow, Tracy	Wheeler, Sharon	22	22			
5	Hague, Jaime Hassler, Jeanne	Ghera, Judy	22	22	Fifth	89	
5	Wheeler, Jesse	Comas, Maria	23	22			
5	Yip, Andrea		22	23			
6	Cook, Kaycee	Thomas, Jennifer	21	20	Sixth	63	
6	Mitchell, Brandee	Oliveira, Virginia	21	21			
6	Nelson, Scott	Willis, Molly	22	22			
IS -3	Felmlee, Jamie	Independent Study	2	2	I.S.	3	District Total
IS 4 - 6	Hassler, Jeanne	Independent Study	15	16	I.S.	16	
		Totals		319		397	397

SCHOOL AND COLLEGE CONSTRUCTION DOCUMENTS

Small Job Contract 1 (K-12) (\$1,000 to \$14,999)

TABLE OF CONTENTS

1. Proposal Form
2. Workers' Compensation Certificate
3. Contract
4. General Conditions
5. Notice of Award
6. Notice to Proceed
7. Fingerprint Certification

PROPOSAL FORM

Governing Board
Cutten Elementary School District

Dear Members of the Governing Board:

The undersigned, doing business under the name of Cutten Elementary School District having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the General Conditions, the Plans and Specifications, and all other Contract Documents for the proposed DuroLast Membrane-Roofing Project ("Project"), proposes to perform all work and activities in accordance with the Contract Documents, including all of its component parts, and to furnish all required labor, materials, equipment, transportation and services required for the construction of the Project in strict conformity with the Contract Documents, including the Plans and Specifications, as follows:

TOTAL PRICE:

For the sum of Eleven Thousand, Four Hundred and Thirty Dollars (\$ 11,430.00).

The undersigned has checked carefully all the above figures and understands that the District is not responsible for any errors or omissions on the part of the undersigned in making this proposal.

Contractor agrees to commence the work within the time specified in the Notice to Proceed. It is understood that this proposal is based upon completing the work within the number of calendar days specified in the Contract Documents.

Respectfully submitted,

Company: McMurray & Sons

Address: P.O. Box 1111
Eureka, CA 95502

By: _____
(Please Print or Type)

Signature: _____

Title: _____

Date: _____

Telephone: _____

Contractor's License No: _____ Expiration Date _____

Attachment: Workers' Compensation Certificate

WORKERS' COMPENSATION CERTIFICATE

Labor Code §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 in 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 §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 and will require all Subcontractors to do the same.

Contractor

By: _____

In accordance with Article 5 (commencing at §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.

PROPOSAL

Celebrating 100 years



PO Box 1111, Eureka, CA 95502
Office 707.443.3088 Fax 707.445.7590
Contractor License Number
Oregon 75780 California 249538
admin@mcmurrayandsons.com

Phone number:
(707) 245-4724

Date:
07/29/2021 original 10/28/2021 revised

Customer Name
Cutten Elementary School

Customer Address
4182 Walnut Dr. Eureka, California, 95503

Job Address
4182 Walnut Drive-Cutten Elementary

Job Number: 157132

SCOPE OF WORK

To install DuroLast membrane to 26 sleepers approximately 30" long x 3.5" wide x 5.5" tall. Will maintain manufactures warranty.

- No other patch work included.
- Others to install sleepers & metal caps.

\$11,430.00

Note: The new PVC roof will have a manufactures warranty from DuroLast. The roof must be protected at all times and all debris cleaned from roof top daily. You will be responsible to maintain the warranty. If any damages occur to the roof please contact us.



Signature Date

CONTRACT

This Contract ("Contract") is made by and between the **Cutten Elementary School District** ("District"), and **McMurray & Sons, Inc.**, ("Contractor").

District and Contractor hereby agree as follows:

1. Description of Work

The Contractor agrees to furnish all labor, materials, equipment, tools, supervision, appurtenances, and services, including transportation and utilities, required to perform and satisfactorily complete all work required for the following project ("Project") in full conformance with the Contract Documents: **DuroLast Membrane-Roofing**.

2. Contract Documents

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the required Insurance forms, the Notice of Award, the Notice to Proceed, the General Conditions and any supplemental conditions, the Technical Specifications, the Drawings, Labor Compliance Program (if applicable), and

3. Compensation

As full compensation for the Contractor's complete and satisfactory performance of the work and activities described in the Contract Documents, the District agrees to pay Contractor, and Contractor agrees to accept the sum of **Eleven Thousand, Four Hundred and Thirty Dollars (\$ 11,430.00)**, which shall be paid to the Contractor according to the Contract Documents.

4. Prevailing Wages

This Project is subject to prevailing wage requirements and Contractor and its Subcontractors are required to pay all workers employed for the performance of this Contract no less than the applicable prevailing wage rate for each such worker. If this Contract is for a public works project over \$25,000 or for a maintenance project over \$15,000, Contractor acknowledges that the project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations in accordance with California Labor Code sections 1725.5 and 1770 *et seq.*

5. Time for Completion

The starting date of the Contract shall be the day listed by the District in the Notice to Proceed and the Contractor shall fully complete all the work before the expiration of _____ calendar days from the starting date. Time is of the essence in the performance of this Contract.

6. Liquidated Damages

Liquidated damages for the Contractor's failure to complete the Contract within the time fixed for completion are established in the amount of \$ 100 per calendar day.

IN WITNESS WHEREOF, the parties agree to the terms of this Contract on the day and year written below.

By:  District
Individual Signature

Contractor

Contractor License No.
and Expiration Date: _____

By: _____
Individual Signature

Title

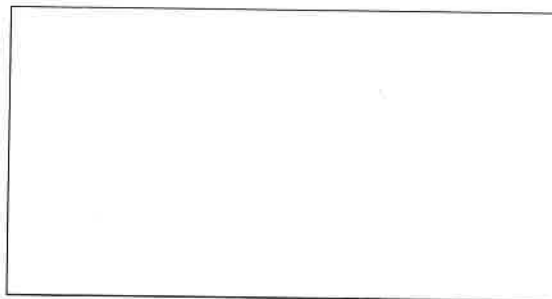
Date

For Corporation or Partnership:

Title

Date

If a corporation, place seal below:



GENERAL CONDITIONS TO CONTRACT

1. DEFINITIONS

Architect: The person or firm holding a valid license to practice architecture or engineering which has been designated (if any designated) to provide architectural or engineering design services on this Project. If no architect or engineer has in fact been designated, then the matter shall be referred to the District Superintendent.

DSA: The State of California Division of the State Architect.

Final Completion: Final Completion is achieved when the Contractor has fully completed all Contract Document requirements, including, but not limited to, all final punch list items, to the District's satisfaction.

Inspector: The person engaged by the District to conduct the inspections required by the Education Code and Title 24.

Subcontractor: A person, firm, or corporation, duly licensed by the State of California, who has a contract with the Contractor regarding the Project.

2. ARCHITECT

The Architect is responsible for the overall design of the Project.

3. CONTRACT DOCUMENTS

a. Contents and Precedence

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the required insurance forms, the Notice of Award, the Notice to Proceed, the General Conditions, any supplemental Conditions, and the Technical Specifications, the Drawings. The Contract Documents are complementary and anything required by one shall be as binding as if required by all. In case of conflicts within the Contract Documents, the order of precedence of interpretation shall be as listed above, with the executed Contract and any change order thereto having priority, and subsequent Addenda having priority over prior Addenda only to the extent modified by the subsequent Addenda. In case of conflict within the drawings, larger scale drawings shall govern smaller scale drawings, and written dimensions shall govern over scaled dimensions.

b. Ambiguities, Errors, and Inconsistencies

If, in the opinion of the Contractor, the construction details indicated on the drawings or otherwise specified are in conflict with accepted industry standards for quality construction and therefore might interfere with its full guarantee of the work involved, the Contractor shall promptly bring this information to the attention of the Architect for appropriate action before submittal of the proposal. Contractor's failure to request clarification or interpretation of an apparent ambiguity, error or inconsistency waives that Contractor's right to thereafter claim any entitlement to additional compensation based upon an ambiguity, inconsistency, or error, which should have been discovered by a reasonably prudent Contractor, subject to the limitations of Public Contract Code §1104. During the Project, should any discrepancy appear or any misunderstanding arise as to the import of anything contained in the Contract Documents, the matter shall be promptly referred to the Architect, who will issue instructions or corrections.

c. Lines and Planes

All lines and planes appearing on Contract drawings to be horizontal or vertical and not explicitly indicated otherwise shall be constructed true and plumb. All lines and planes appearing on Contract drawings to intersect at right angles and not explicitly indicated otherwise shall be constructed at true right angles. Where details are indicated covering specific conditions, such details also apply to all similar conditions not specifically indicated.

d. Standards

The specification standards of the various sections of the Specifications shall be the procedural, performance, and material standards of the applicable association publications identified and shall be the required level of installation, materials, workmanship, and performance for the applicable work. Except where a specific date of issue is mentioned hereinafter, references to specification standards shall mean the edition, including amendments and supplements, in effect on the date of the Contract. Where no standard is identified and a manufacturer is specified, the manufacturer's specifications are the standards. All standards shall be subordinate to the requirements of the applicable codes and regulations.

Wherever in the Specifications an article, device or piece of equipment is referred to in the singular, such reference shall include as many such items as are shown on drawings or required to complete the installation.

4. INTENT OF DRAWINGS AND SPECIFICATIONS

Drawings and Specifications are to be read as an integrated document.

Figured dimensions shall be followed in preference to scaled dimensions, and the Contractor shall make all additional measurements necessary for the work and shall be responsible for their accuracy. Before ordering any material or doing any work, the Contractor shall verify all measurements at the Project site and shall be responsible for the correctness of same.

It is the intent of the drawings and Specifications to show and describe complete installations. Items shown but not specified, or specified but not shown, shall be included unless specifically omitted.

The Specifications shall be deemed to include and require everything necessary and reasonably incidental to the completion of all work described and indicated on the drawings, whether particularly mentioned or shown, or not.

5. MASTER MANDATORY PROVISIONS

- a. Any material, item, or piece of equipment mentioned, listed or indicated without definition of quality, shall be consistent with the quality of adjacent or related materials, items, or pieces of equipment on the Project and in accordance with best practices.
- b. Any method of installation, finish, or workmanship of an operation called for, without definition of standard of workmanship, shall be followed or performed and finished in accordance with best practices and consistent with adjacent or related installations on the Project.
- c. Any necessary material, item, piece of equipment or operation not called for but reasonably implied as necessary for proper completion of the work shall be furnished, installed or performed and finished; and shall be consistent with adjacent or related materials, items, or pieces of equipment on the Project, and in accordance with best practices.

- d. Names or numbered products are to be used according to the manufacturers' directions or recommendations unless otherwise specified.

6. CONTRACTOR

- a. The Contractor shall perform all the work and activities required by the Contract Documents and furnish all labor, materials, equipment, tools and appurtenances necessary to perform the work and complete it to the District's satisfaction within the time specified. The Contractor shall at all times perform the work of this Contract in a competent and workmanlike manner and, if not specifically stated, accomplish the work according to the best standards of construction practice. The Contractor in no way is relieved of any responsibility by the activities of the architect, engineer, inspector or DSA in the performance of such duties.
- b. The Contractor shall employ a full-time competent superintendent and necessary assistants who shall have complete authority to act for the Contractor on all matters pertaining to the work. The superintendent shall be satisfactory to the District and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable. Also, the superintendent shall not be changed without the written consent of the District unless the superintendent ceases to be employed by the Contractor.
- c. Contractor shall make the layout of lines and elevations and shall be responsible for the accuracy of both the Contractor's and the Subcontractors' work resulting therefrom. All dimensions affecting proper fabrication and installation of all Contract work must be verified by the Contractor prior to fabrication and installation by taking field measurements of the true conditions. The Contractor shall take, and assist Subcontractors in taking, all field dimensions required in performance of the work, and shall verify all dimensions and conditions on the site. If there are any discrepancies between dimensions in drawings and existing conditions which will affect the work, the Contractor shall promptly bring such discrepancies to the attention of the Architect for adjustment before proceeding with the work. Contractor shall be responsible for the proper fitting of all work and for the coordination of all trades, Subcontractors and persons engaged upon this Contract.
- d. Contractor shall do all cutting, fitting, or patching of Contractor's work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors as shown, or reasonably implied by, the drawings and Specifications for the completed work. Any cost incurred by the District due to defective or ill-timed work shall be borne by the Contractor.

7. RESPONSIBILITY OF CONTRACTOR

- a. Contractor shall be held strictly responsible for the proper performance of all work covered by the Contract Documents, including all work performed by Subcontractors. All work performed under this Contract shall comply in every respect to the rules and regulations of all agencies having jurisdiction over the Project or any part thereof.
- b. Contractor shall perform the duties and shall submit Verified Reports as required by Title 24, California Code of Regulations ("CCR").
- c. With respect to work performed at and near a school site, Contractor shall at all times take all appropriate measures to ensure the security and safety of students and staff, including, but not limited to, ensuring that all of Contractor's employees, Subcontractors, and suppliers entering school property strictly adhere to all applicable District policies and procedures, e.g., sign-in requirements, visitor badges, and access limitations.

8. SUBCONTRACTORS

- a. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the District. The District shall be deemed to be the third party beneficiary of the contract between the Contractor and each Subcontractor. If the Contractor does not specify a Subcontractor for any portion of the work to be performed under this Contract, as required by law, Contractor shall perform that portion of the work with its own forces. The Contractor shall not substitute any other person or firm as a Subcontractor for those listed in the List submitted by the Contractor, without the written approval of the District and in conformance with the requirements of the Public Contract Code. The District reserves the right of approval of all Subcontractors proposed for use on this Project, and to this end, may require financial, performance, and such additional information as is needed to secure this approval. If a Subcontractor is not approved, the Contractor shall promptly submit another firm of the same trade for approval.

9. INSURANCE

- a. Contractor shall obtain insurance from a company or companies acceptable to District. All required insurance must be written by an admitted company licensed to do business in the State of California at the time the policy is issued. All required insurance shall be equal to or exceed an A VIII rating as listed in Best's Insurance Guide's latest edition. Required documentation of such insurance shall be furnished to the District at the time Contractor returns the executed Contract. Contractor shall not commence work nor shall it allow its employees or Subcontractors or anyone to commence work until all insurance required hereunder has been submitted and approved by the District and a notice to proceed has been issued.
- b. Contractor shall take out and maintain at all times during the life of this Contract, up to the date of acceptance of the work by the District, the following policies of insurance:
- 1) General Liability Insurance: Personal injury and replacement value property damage insurance for all activities of the Contractor and its Subcontractors arising out of or in connection with this Contract, written on a comprehensive general liability form including contractor's protected coverage, blanket contractual, completed operations, vehicle coverage and employer's non-ownership liability coverage, in an amount no less than either:
 - a. \$ __,000,000.00 combined single limit personal injury and property damage for each occurrence and \$ __,000,000.00 annual aggregate with a \$ _____ umbrella/excess; or
 - b. \$ __,000,000.00 annual combined single limit.
 - 2) Builders Risk Insurance:
____ Contractor is not required to procure and maintain builders' risk insurance (all-risk coverage).
____ Contractor shall procure and maintain builders' risk insurance (all-risk coverage) on a one hundred percent completed value basis on the insurable portion of the project for the benefit of the District, and the Contractor and subcontractor as their interest may appear.
 - 3) Automobile Liability Insurance: Covering bodily injury and property damage in an amount no less than \$ __,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles and be included on the umbrella/excess policy.

- c. The certificate(s) for the both the General Liability Policy(ies) and the Automobile Liability Policy specified above must state that the insurance is under an occurrence based, and not claims made, policy(ies) and shall be endorsed with the following specific language:

“The Cutten Elementary School District is named as additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for bodily injuries, deaths or property damage or destruction arising in any respect directly or indirectly in the performance of the Contract.”

- d. The certificate(s) for the both the General Liability Policy and the Automobile Liability Policy, as well the Builders' Risk Policy if required above, shall be endorsed with the following specific language:

- 1) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverages afforded shall apply as though separate policies have been issued to each insured.
- 2) The insurance provided herein is primary and no insurance held or owned by the District shall be called upon to contribute to a loss.
- 3) Coverage provided by this policy shall not be reduced or canceled without thirty (30) days written notice given to the Owner by certified mail.
- 4) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.
- 5) The certificates must state that the insurance is under an occurrence based, and not a claims-made, or "modified occurrence," policy (policies).

- e. Within ten (10) days following issuance of the Notice of Award of the Contract, the following documentation of insurance shall be submitted to District for approval prior to issuance of the Notice to Proceed: Certificates of insurance showing the limits of insurance provided, certified copies of all policies, and signed copies of the specified endorsements for each policy. At the time of making application for an extension of time, the Contractor shall submit evidence that the insurance policies will be in effect during the requested additional period of time.

- f. If the Contractor fails to maintain such insurance, the District may take out such insurance to cover any damages of the above mentioned classes for which the District might be held liable on account of the Contractor's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Contractor under the Contract.

- g. Workers' Compensation Insurance:

- 1) Within ten (10) calendar days following issuance of the Notice of Award of the Contract, the Contractor shall furnish to the District satisfactory proof that the Contractor and all Subcontractors it intends to employ have procured, for the period covered by the Contract, full Workers' Compensation insurance and employer's liability with limits of at least \$1,000,000 with an insurance carrier satisfactory to the District for all persons whom the Contractor may employ in carrying out the work contemplated under this Contract in accordance with the Workers' Compensation Insurance and Safety Act, approved May 26, 1913, and all acts amendatory or supplemental thereto (the "Act"). Such insurance shall be maintained in full

force and effect during the period covered by the Contract. In the event the Contractor is self-insured, Contractor shall furnish a Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self-Insurance, Sacramento, California.

- 2) If the Contractor fails to maintain such insurance, the District may take out worker's compensation insurance to cover any compensation which the District might be liable to pay under the provisions of the Act, by reason of any employee of the Contractor being injured or killed, and deduct and retain the amount of the premiums for such insurance from any sums due the Contractor under the Contract, or otherwise recover that amount from the Contractor or the Surety.
- 3) If an injury occurs to any employee of the Contractor for which the employee, or the employee's dependents in the event of the employee's death, is entitled to compensation under the provisions of the Act, or for which compensation is claimed from the District, the District may retain from the sums due the Contractor under this Contract an amount sufficient to cover such compensation, as fixed by the Act, until such compensation is paid, or until it is determined that no compensation is due, and if the District is compelled to pay such compensation, it will deduct and retain from such sums the amount so paid, or otherwise recover this sum from the Contractor or its Surety.
- 4) The policies represented by the certificates shall be endorsed with a Waiver of Subrogation and must contain the provision (and the certificates must so state) that the insurance cannot be canceled until thirty (30) days after written notice of intended cancellation has been given to the District by certified mail.

10. CODES AND REGULATIONS

- a. The Contractor shall be knowledgeable regarding and shall comply with applicable portions of Code of Regulations Title 24, the applicable Building Codes, and all other codes, ordinances, regulations or orders of properly constituted authority having jurisdiction over the work of this Project. The Contractor shall examine the Contract Documents for compliance with these codes and regulations and shall promptly notify the Architect of any discrepancies.
- b. All work and materials shall be in full accordance with the latest rules and regulations of the Safety Orders of the Division of Industrial Safety and the applicable State laws and/or regulations. Nothing in the Project plans or Specifications is to be construed to permit work not conforming to the applicable Codes. Buildings and/or all other construction covered by this Contract shall meet all the regulations for access by the physically handicapped as administered by the Division of the State Architect and as may be required by federal or state law.

11. PERMITS AND TAXES

The Contractor shall obtain and pay for all permits, fees and licenses that are required in order to perform the work under this Contract. The District shall pay connection charges and meter costs for new permanent utilities required by these Contract Documents.

The Contractor shall pay for all applicable taxes on materials and equipment.

12. PATENTS AND ROYALTIES

All fees or claims for patents, royalties or licenses on materials, equipment or processes used in the performance of work on this Project shall be included in the amount of the Contract price.

13. SAFETY AND FIRE PREVENTION

- a. The Contractor, Subcontractors and all of their agents and employees shall fully comply with all of the provisions and requirements of CAL/OSHA, Title 8, California Code of Regulations and all other safety codes applicable to the Project. The Contractor shall take thorough precautions at all times for the protection of persons and property, and shall be liable for all damages to persons or property, either on or off the site, which occur as a result of Contractor's prosecution of the work. The Contractor shall obtain permits for, install and maintain in safe condition barricades, walkways, fences, railings, and whatever other safeguards that may be necessary to protect persons and property from damage as a result of the construction under this Contract.
- b. Contractor is required to ensure Material Safety Data Sheets ("MSDS") are available in a readily accessible place at the work site for any material requiring a MSDS pursuant to the federal "Hazard Communication" standard or employee "right to know" laws. Contractor is also required to ensure proper labeling on materials brought on the job site such that any person working with the material or within the general area of the material is informed of the hazards of the material and follows proper handling and protection procedures. A copy of the MSDS shall also be promptly submitted directly to the District.
- c. Contractor shall take extraordinary care to prevent fires.

14. HAZARDOUS MATERIALS

Unless otherwise specified, this Contract does not include the removal, handling, or disturbance of any hazardous substances or materials encountered in the new construction or on the Project grounds. If such substances or materials are encountered, work shall cease in that area and the District shall be promptly notified to take appropriate action for removal or otherwise abating the condition in accordance with current regulations applicable to the District.

No asbestos, asbestos-containing products or other hazardous materials shall be used in this construction or in any tools, devices, clothing or equipment used to further this construction.

15. TEMPORARY FACILITIES

The Contractor shall obtain permits for, install and maintain in safe condition all scaffolds, hoisting equipment, barricades, walkways, or other temporary structures that may be required to accomplish the work. Such structures shall be adequate for the intended use and capable of safely accepting all loads that may be imposed upon them. They shall be installed and maintained in accordance with all applicable codes and regulations.

16. SIGNS

No signs may be displayed on or about the District's property (except those which may be required by law) without the District's prior written approval of size, content and location. Any signs required by the District will be designated in the Supplemental General Conditions.

17. TIME

- a. The Contractor shall commence the work on the date indicated in the Notice to Proceed. Time is of the essence regarding the Contract work, and the Contractor shall prosecute the work diligently and regularly at such a rate of progress as to ensure completion of this Project within, or sooner than, the time specified.
- b. The Contractor and Subcontractors shall provide and maintain enough manpower, materials and equipment to ensure a rate of construction progress that will complete the Project within or sooner than the time specified and according to the schedule of work. If, in the District's opinion, the Contractor and/or Subcontractors are not prosecuting the work at a sufficient rate of progress to meet the Project schedule, the District may direct the Contractor to provide additional manpower, materials or equipment, or to work additional hours, holidays or weekends without additional cost to the District until the work is progressing in a manner satisfactory to the District. Failure to prosecute the work in a timely manner according to the Project schedule is considered a breach of Contract and shall be cause for termination of the Contract.

18. CONSTRUCTION SCHEDULE

- a. Within fifteen (15) calendar days after the award of the Contract, the Contractor shall prepare and submit to the Architect and District an as-planned construction schedule showing in detail how the Contractor plans to prosecute the work within the time set for Final Completion. The schedule shall include the work of all trades necessary for construction of the Project, and shall be sufficiently complete and comprehensive to enable progress to be monitored on a day-by-day basis. The information for each activity shall include at a minimum the activity description, duration, start date and completion date.
- b. The Contractor shall take care in the preparation of the schedule to ensure that it represents an accurate and efficient plan for accomplishing the work. If the Project is more than one week behind schedule, it must be promptly revised showing how the Contractor plans to complete the work, but in no case shall it show a completion date later than that required by the Contract, unless a time extension has been granted. The current schedule shall be kept posted in the Contractor's project office on site.

19. DELAYS AND TIME EXTENSIONS

- a. The Contractor may be granted a time extension if the Contractor encounters an unavoidable delay of the work due to causes completely beyond the Contractor's control and which the Contractor could not have avoided by the exercise of reasonable care, prudence, foresight and diligence. The Contractor will not be granted time extensions for weather conditions which are normal for the location of the Project, according to the U. S. Weather Bureau Records.
- b. A request for extension of time and compensation related thereto shall be made in writing to the Architect and District within ten (10) calendar days of the date the delay is encountered, or shall be deemed waived. The request shall include a detailed description of the reasons for the delay and corrective measures by the Contractor.
- c. No damages or compensation or any kind shall be paid to a Contractor because of delays in the progress of work, whether such delays be avoidable or unavoidable, that are not the responsibility of District. District's liability to Contractor for delays for which District is responsible shall be limited to an extension of time unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the Contract was awarded. The District shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the more judicious handling of forces or equipment.

20. LIQUIDATED DAMAGES

- a. The parties understand and agree that the goodwill, educational process, and other business of District will be damaged if the Project is not completed within the time limits required. The parties have further agreed that the exact amount of damages for failure to complete the Work within the time specified is, in some cases, extremely difficult, impractical, or impossible to determine. As to those damages that are difficult, impractical, or impossible to determine, Should the Contractor fail to achieve Final Completion of this Contract within the time fixed for Final Completion, together with extensions granted by the District for unavoidable delays, Contractor shall become liable to the District in the amount specified in the Contract per calendar day for each day the Contract remains incomplete beyond the time for Final Completion, as liquidated damages and not as a penalty. Contractor shall not be charged with liquidated damages when the delay in completion of the work beyond the time for Final Completion is due to acts of the District.
- b. Any money due or to become due the Contractor may be retained to cover liquidated and other delay damages. Should such money not be sufficient to cover those damages, the District shall have the right to recover the balance from the Contractor or Contractor's sureties.
- c. Should the District authorize suspension of the work for any cause, the time work is suspended will be added to the time for completion. Suspension of the work by the District shall not be a waiver of the right to claim liquidated or other delay damages as set forth in this section.

21. DISTRICT'S RIGHT TO STOP WORK; TERMINATION OR SUSPENSION OF THE CONTRACT

a. District's Right to Stop Work:

In addition to or as an alternative to any and all other remedies available to the District, if the Contractor fails to correct work which is not performed in accordance with the Contract Documents, or if the Contractor persistently fails to perform the work in accordance with the Contract Documents, the District may by written order direct the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated to the satisfaction of the District. However, the right of the District to stop the work shall not give rise to a duty on the part of the District to exercise this right for the benefit of the Contractor or any other person or entity, and the failure of the District to do so shall not be raised as a defense to the Contractor's failure to perform the work in accordance with the Contract Documents.

b. Termination for Cause:

- 1) If the Contractor refuses or fails to furnish sufficient materials, work force, equipment, and appurtenances to properly prosecute the work in a timely manner, or if Contractor refuses or fails to comply with any provisions of the Contract Documents, or if Contractor should file a bankruptcy petition or make a general assignment for the benefit of Contractor's creditors or if a receiver should be appointed on account of Contractor's insolvency, then the District may give the Contractor written notice of intention to terminate the Contract. Unless within seven (7) calendar days after the serving of such notice upon the Contractor such violation shall cease and arrangements for correction of such conditions shall be made satisfactory to the District, the Contract shall cease and terminate. In the event of such termination, the District shall immediately serve written notice thereof upon the Contractor.

c. Termination or Suspension for Convenience:

The District reserves the right, in its sole discretion, to terminate or suspend all or part of the Contract for convenience following three (3) days written notice to the Contractor. In the event of termination or suspension for convenience, Contractor shall have no claims against the District, except:

- 1) The actual cost of labor, materials and services provided pursuant to the Contract, and which have not yet been paid for, as documented by timesheets, invoices, receipts and the like; and
- 2) Five percent (5%) of the total cost of the work performed as of the date of notice of termination or suspension or five percent (5%) of the value of the work yet to be completed, whichever is less. The parties agree that this amount shall constitute full and fair compensation for all of Contractor's lost profits and other damages resulting from the termination or suspension for convenience.

22. ASSIGNMENT OF CONTRACT

The Contractor may not assign or delegate all or any portion of this Contract without the written consent of the District and no such consent shall be given which would relieve the Contractor of its responsibilities under the Contract. The Contractor may assign, without liability to the District, monies due the Contractor under the Contract to banks, trust companies or other financial institutions provided written notice thereof is promptly delivered to the District. Assignment of monies earned by the Contractor shall be subject to the same retention as other payments made to Contractor, and shall also be subject to setoffs and back charges as provided by this Contract.

23. COORDINATION WITH OTHER CONTRACTS

- a. The District reserves the right to do other work or award other contracts in connection with this Project. By entering into this Contract, Contractor acknowledges that there may be other contractors on or adjacent to the Project site whose work must be coordinated with that of its own. Contractor expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other contractors, or that of the District, its Architect and Construction Manager. Contractor also expressly agrees that in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the Contractor expressly waives any remedy against the District, its Architect and Construction Manager on account of delay, hindrance, interference or other such events caused by a separate contractor.
- b. If Contractor is aware of a current or potential conflict between Contractor's work and the work of another contractor on the site, and is unable to informally resolve the conflict directly with the other contractor, Contractor shall promptly provide written notice to the District, with a copy to the Architect and the other contractor, specifying the nature of the conflict, the date upon which the conflict arose, and the steps taken to attempt to resolve the conflict. The District may issue written instructions to address the conflict.
- c. If, through Contractor's negligence, any other contractor or subcontractor shall suffer loss or damage to the work, Contractor shall make a reasonable effort to settle with such other contractor and subcontractor by agreement or arbitration. If such other contractor or subcontractor shall assert any claim against the District or Architect, on account of any damage alleged to have been so sustained, the District or Architect shall notify the Contractor, who shall defend such proceedings at Contractor's own expense and save harmless and indemnify the District and the Architect from any such claim.

24. SUBMITTALS: SHOP DRAWINGS, CUTS AND SAMPLES

- a. Five (5) copies of shop drawings, brochures and cuts and samples in quantities specified by the Architect shall be submitted to the Architect for all items for which they are required by the plans and Specifications. Prior to transmittal, the Contractor shall examine all submittals for accuracy and completeness in order to verify their suitability for the work and compliance with the Contract Documents and shall sign and date each submittal. Submittals shall be made sufficiently before the items are required for the work so as to cause no delay and shall be in accordance with the Project construction schedule.

25. PAYMENTS

a. Cost Breakdown:

Prior to submitting Contractor's first request for payment, the Contractor shall prepare and submit to the Architect and District a cost breakdown (schedule of values) showing the major work items for each trade or operation required in construction of the Project. The work items shall be sufficiently detailed to enable the Architect to accurately evaluate the completion percentages requested by the Contractor. The cost for each work item shall include overhead and profit. The total of all work item costs shall equal the amount of the Contract.

b. Progress Payments:

The Contractor will, on or about the last day of each month, make an estimate of the value of the work completed by Contractor in the performance of the Contract. These estimates shall be subject to the review and approval of the Architect. The first such estimate will be of the value of the work completed after the Contractor commenced the performance of the Contract, and every subsequent estimate, except the final estimate, will be of the value of the work completed since the immediately preceding estimate. Such estimates will be based on labor, materials and equipment incorporated into the work, and items of materials and equipment delivered to the Project. The Contractor shall be responsible for the security and protection of such materials and equipment delivered to the Project and not incorporated in the work. Within thirty (30) calendar days after the approval of each estimate for progress payment, the District will pay to the Contractor an amount equal to ninety-five (95) percent of the approved estimate. Payments may at any time be withheld if in the judgment of the District the work is not proceeding in accordance with the Contract Documents, the Contractor is not complying with the requirements of the Contract, stop notices have been timely filed, the estimate contains an error, or the District has incurred costs or requests reasonable financial assurances regarding defective work by the Contractor.

c. Final Payment:

Within thirty (30) days after all required work is fully completed in accordance with the Contract Documents, the Contractor shall submit a final invoice for the total value of the work completed in accordance with the Contract, which shall be subject to review and approval by the District. As required by law, District shall pay Contractor the unpaid balance of the Contract price of the work, or the whole Contract price of the work if no progress payment has been made, determined in accordance with the terms of the Contract, less such sums as may be lawfully retained under any provision of the Contract, including, but not limited to, amounts retained as liquidated damages, for stop notices, for third-party claims for which the Contractor is required to indemnify the District, for defective work and costs incurred by the District in connection therewith, or for other such claims and damages attributable to the Contractor ("Final Payment"). Prior progress estimates and payments are subject to correction in the Final Payment. Tender of the Final Payment shall constitute denial by the District of any unresolved

claim. Contractor's acceptance of the Final Payment shall operate as a full and final release to the District and its agents from any and all unasserted claims Contractor has, or may have, related to this Contract.

d. Payments Do Not Imply Acceptance of Work:

The granting of any progress payment or payments by the District or the receipt thereof by the Contractor shall not constitute acceptance of the work or of any portion thereof, and shall in no way lessen the liability of the Contractor to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

e. Release:

The Contractor and each assignee under an assignment in effect at the time of Final Payment shall, if required by the District, execute and deliver at the time of Final Payment and as a condition precedent to Final Payment, a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by the District, discharging the District, its officers, agents and employees of and from liabilities, obligations and claims arising under this Contract.

f. Payment to Subcontractors and Suppliers:

The Contractor shall pay each Subcontractor and supplier promptly on receipt of each progress payment from the District for the materials, labor and equipment delivered to the site or incorporated in the work by each Subcontractor during the period for which the progress payment is made, less any retention as provided above.

g. Stop Notice Costs:

The District reserves the right to charge the Contractor, or to withhold from release of retention, all costs incurred by the District, including attorney's fees, for processing and defending stop notice claims.

26. MODIFICATIONS OF CONTRACT

a. Changes In The Work:

- 1) The District, before the date of acceptance of the work, may, without notice to the Sureties, order changes in the work ("Modifications"), may order extra materials and extra work in connection with the performance of the Contract, and the Contractor shall promptly comply with such orders. All Modifications must be approved by DSA and the State Fire Marshall, if applicable, as required by law.
- 2) 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 shall be increased or decreased by such amount as represents the reasonable and proper allowance for the increase or decrease in the cost of the work in accordance with the provisions of this Article, and any other applicable terms of the Contract, including, but not limited to, the Contractor's schedule of values and the price for allowances, if any. Except as provided by law, the total cost of all Modifications shall not exceed ten (10) percent of the original Contract price.
- 3) In the case of a disputed work item, the District may direct the Contractor to perform the disputed work at no additional cost to the District on the grounds that the work is adequately indicated in the Contract Documents, and therefore already included in the Contract price. If the

Contractor maintains that the disputed work represents a modification to the Contract, Contractor may submit a claim in accordance with Article 39, Resolution of Construction Claims. Notwithstanding any dispute regarding the requirements of the Contract Documents, Contractor shall promptly and fully comply with the District's directive. Contractor's failure to do so shall be deemed a material breach of this Contract, and in addition to all other remedies, District may, at its sole discretion, hire another contractor and/or use its own forces to complete the disputed work at Contractor's sole expense, and may deduct the cost of such work from the Contract price.

b. Cost Breakdown:

When the Modification is proposed, the Contractor shall furnish a complete breakdown of actual costs of both credits and extras, itemizing materials, labor, taxes, overhead and profit. Subcontract work shall be so indicated. All costs must be fully documented. The following limitations shall apply:

1) Limitations Where Contract Price Changes are Involved:

- (a) Overhead and Profit for the Contractor. The Contractor's and any Subcontractor's overhead and profit on the cost of subcontracts shall be a sum not exceeding ten percent (10%) of such costs. The Contractor's and any Subcontractor's overhead and profit on the costs of work performed by the Contractor or Subcontractor shall be a sum not exceeding fifteen percent (15%) of such costs. Overhead and profit shall not be applied to the cost of taxes and insurance by Contractor or Subcontractors or to credits. No processing or similar fees may be charged by the Contractor in connection with the Modification. "Overhead and profit" shall include all plant, equipment rental and repair, project management, field coordination, job site project supervision and indirect labor and materials.
- (b) Taxes. State and city sales taxes should be indicated. Federal excise tax shall not be included. (District will issue an exemption on request.)

2) Change Order Certification:

All change orders and requests for proposed change orders shall be deemed to include the following certification by the Contractor:

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the Contract price specified for each item and as to the extension of time allowed, if any, for completion of the Project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code §§12650 *et seq.* It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the Governing Board of the District.

"It is expressly understood that the value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included herein are deemed waived."

c. Unit Prices, Schedule of Values, or Allowances:

Where Unit Prices, a Schedule of Values, and/or Allowances are required by the Contract Documents, that pricing shall govern in computing any additions to or deductions from the Contract price on account of any added or omitted work. Unit Prices listed in the original Contract include all costs and no addition of any description will be allowed.

d. Time and Materials:

If it is impractical, because of the nature of the work, or for any other reason, to fix an increase in price in advance, the Change Order may fix a maximum price which shall not under any circumstances be exceeded, and subject to such limitation, such alteration, modification or extra shall be paid for at the actual necessary cost as determined by the sum of the following items (1) to (5) inclusive:

- 1) Labor, including premium on compensation insurance and charge for Social Security taxes, and other taxes pertaining to labor.
- 2) Material, including sales taxes and other taxes pertaining to materials.
- 3) Plant and equipment rental, to be agreed upon in writing before the work is begun. No charge for the cost of repairs to plant or equipment will be allowed.
- 4) Overhead and profit computed at fifteen percent (15%) of the total of Items (1) to (3) inclusive.

If the Time and Materials work is done by a Subcontractor, the amount shall be determined as set forth above under items (1) to (5) inclusive. The Contractor's overhead and profit on the costs of subcontracts (exclusive of taxes and insurance) shall not exceed ten percent (10%) of such costs.

The District reserves the right to furnish such materials as it may deem expedient, and no allowance will be made for profit thereon. The above-described methods of determining the payment for work and materials shall not apply to the performance of any work or the furnishing of any material which, in the judgment of the District, may properly be classified under items for which prices are established in the Contract.

e. Oral Modifications:

No oral statements of any person shall in any manner or degree modify or otherwise affect the terms of the Contract.

27. INDEMNITY

Contractor shall defend with counsel acceptable to the District, indemnify and hold harmless to the full extent permitted by law, the District and its Board of Trustees, officers, agents, Architect, construction manager, employees and volunteers from and against any and all liability, loss, damage, claims, expenses, fines, judgments and costs (including, without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Project or its failure to comply with any of its obligations contained in these Contract Documents, except such Liability caused by the sole negligence or willful misconduct of the District. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work. Pursuant to Public Contract Code §9201, District shall timely notify Contractor of receipt of any third-party claim relating to this Project.

28. WARRANTY OF TITLE

Contractor warrants that title to all work, materials or equipment included in a request for payment shall pass and transfer to the District whether or not they are installed or incorporated in the Project, free from any claims, liens or encumbrances, when such payment is made to the Contractor. Contractor further warrants that no such work, materials or equipment have been purchased for work under the Contract subject to an agreement by which an interest therein or an encumbrance thereon is retained by the seller or supplier.

29. GUARANTEE AND WARRANTY

- a. By signing this Contract, Contractor agrees to the following guarantee and warranty:

Guarantee & Warranty

Contractor hereby guarantees and warrants its work on the Project for a period of two (2) years from the date of the filing of the Notice of Completion as follows.

Contractor shall promptly repair or replace to the satisfaction of the District any or all work that appears defective in workmanship, equipment and/or materials for whatever reason, ordinary wear and tear and unusual abuse or neglect excepted, together with any other work which may be damaged or displaced in so doing.

Contractor agrees to promptly correct and remedy any failure by the Contractor to conform its work, activities and services to the requirements of the Contract Documents.

In the event of the Contractor's failure to comply with the above-mentioned obligations within ten (10) calendar days of notice, or sooner if required by an emergency, Contractor hereby authorizes the District to have the defects or deficiencies repaired, remedied, corrected and made good at Contractor's expense, and Contractor shall pay the costs and charges therefore upon demand.

30. SUBSTITUTIONS

- a. Wherever in the drawings or Specifications a material or product is called for by trade or brand names or manufacturer and model number, alternative items of equal quality and purpose may be proposed for use by the Contractor. The burden of proof of equality is on the Contractor, and Contractor shall furnish all information and supplies necessary for the Architect to make a thorough evaluation of the proposed substitution. The Architect's decision about the equality of the proposed substitution is final, and if the proposed substitution is not approved, the Contractor shall install the item called for. Proposed substitutions and any changes in adjacent work caused by them shall be made by the Contractor at no additional cost to the District.
- b. In the event Contractor makes substitutions in materials, equipment, or designs, with or without the District's approval, other than those authorized herein, the Contractor shall then assume full responsibility for the effects of such substitutions on the entire Project, including the design, and shall reimburse the District for any charges resulting from such substitutions, including any charges for modifications in the work of other trades, and including any charges for additional design and review, plus reasonable and customary mark-ups.

31. INSPECTION

- a. All materials, equipment and workmanship used in the work of the Project shall be subject to inspection or testing at all times and locations during construction and/or manufacture. Any material or work found to be unsatisfactory or not according to the Contract Documents shall be replaced with the correct material or work and the defective items promptly removed, all at the Contractor's expense, when directed to do so by any of the above-named persons having authority over the work. The cost of review time and analysis by the Architect or other District consultants necessitated by incomplete or defective work by the Contractor shall be charged to the Contractor.
- b. Inspection and testing by the District or its representatives shall not relieve the Contractor from complying with the requirements of the Contract Documents. The Contractor is responsible for its own quality control.

32. CLEANUP

The Contractor shall maintain the premises and area of the work in a neat and clean condition. No burning of rubbish on site shall be allowed. The Contractor shall control dust on the site by sprinkling at whatever intervals are necessary to keep it laid down and shall take measures to prevent dust and debris from being accidentally transported outside the area of the work.

33. INSTRUCTIONS AND MANUALS

Three copies of the maintenance instructions, application/installation instructions and service manuals called for in the Specifications shall be provided by the Contractor.

34. AS-BUILT DRAWINGS

The Contractor and all Subcontractors shall maintain on the work site a separate complete set of contract drawings which will be used solely for the purpose of recording changes made in any portion of the work during the course of construction, regardless of the reason for the change. As changes occur, there will be included or marked on this record set on a daily basis if necessary to keep them up to date at all times. Progress payments may be delayed or withheld until such time as the record set is brought up to date to the satisfaction of the Architect. The Contractor shall verify that all changes in the work are included in the "AS-BUILT" drawings and deliver the complete set thereof to the Architect for review and approval within thirty (30) calendar days after District's notice of completion. District's acceptance and approval of the "AS-BUILT" drawings are a necessary condition precedent to the release of the final retention.

35. SUBSTITUTION OF SECURITIES

- a. Pursuant to Public Contract Code §22300, Contractor may request in writing that it be allowed at its own expense to substitute securities for moneys withheld by District to ensure performance under this Contract. Only securities listed in Government Code §16430 and 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 Contractor and District shall qualify under this Article. Securities equivalent to the amount withheld shall be deposited with the District or with a state or federally chartered bank in California as the escrow agent. Upon satisfactory completion of the Contract and on written authorization by the District, the securities shall be returned to Contractor. Contractor shall be the beneficial owner of the securities and shall receive any interest thereon. The Contractor may alternatively request District to make payment of retentions earned directly to the escrow agent at the expense of the Contractor.
- b. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for

above for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the District. The Contractor shall pay to each Subcontractor, not later than 20 days of receipt of payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention.

- c. Any escrow agreement entered into pursuant to this Article shall comply with Public Contract Code §22300 and shall be subject to approval by District's counsel.

36. LABOR STANDARDS

The Contractor shall comply with the Labor Code as it pertains to this project. In accordance with Labor Code §1810, eight (8) hours of labor shall constitute a legal day's work under this Contract. Contractor and any Subcontractor shall pay workers overtime pay as required by Labor Code §1815. The Contractor shall pay each worker, laborer, mechanic or persons performing work under this Contract at a rate not less than the prevailing wage for each craft or classification covering the work actually performed.

Contractor shall comply with Labor Code §§1773.3, 1777.5 and 1777.6, and 3077 *et. seq.* with regard to apprentices, each of which is incorporated by reference into this Contract. .

As required by Labor Code §1773.2, the District has available copies of the general prevailing rate of per diem wages for workers employed on public work as determined by the Director of the Department of Industrial Relations, which shall be available to any interested party on request. Contractor shall post a copy of the document at each job site.

The Contractor and each Subcontractor shall pay each worker performing work under this Contract at a rate not less than the prevailing wage as defined in Labor Code §1771 and 1774 and §16000(a) of Title 8, California Code of Regulations.

The Contractor agrees to comply with the provisions of §§1776 and 1812 of the Labor Code. The Contractor and each Subcontractor shall keep or cause to be kept an accurate record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week of all workers employed by Contractor in connection with the execution of this Contract or any subcontract thereunder and showing the actual per diem wages paid to each of such workers.

37. PROJECT COMPLETION

- a. When all of the work to be performed under this Contract has been fully completed, the Contractor shall notify the Architect and District, in writing, setting a date for inspection. The Contractor and Subcontractor representatives shall attend the inspection. As a result of this inspection, the Architect will prepare a list of items ("punch list") that are incomplete or not installed according to the Contract Documents. Failure to include items on this list does not relieve the Contractor from fulfilling all requirements of the Contract Documents.
- b. The Architect will promptly deliver the punch list to the Contractor and it will include a period of time by which the Contractor shall complete all items listed thereon. On completion of all items on the punch list, verified by a final inspection, and all other Contract requirements, so that Final Completion has been achieved to the District's satisfaction, the District will file a Notice of Completion with the County Recorder. Payment of retention from the Contract, less any sums withheld pursuant to the terms of this Contract or applicable law, shall not be made sooner than thirty-five (35) calendar days after the date of filing of Notice of Completion.

- c. District reserves the right to occupy buildings and/or portions of the site at any time before Completion, and occupancy shall not constitute final acceptance of any part of the Work covered by the Contract Documents, nor shall such occupancy extend the date specified for completion of the Work. Beneficial occupancy of building(s) does not commence any warranty period or entitle Contractor to any additional compensation due to such occupancy, or affect in any way or amount Contractor's obligation to pay liquidated damages for failure to complete the Project on time.

38. TRENCHING OR OTHER EXCAVATIONS

a. Excavations or Trenches Deeper than Four Feet:

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

- 1) The Contractor shall promptly, and before the following conditions are disturbed, provide written notice to the District if the Contractor finds any of the following conditions:
 - (a) Material that the Contractor believes may be a hazardous waste, as defined in §25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.
 - (b) Subsurface or latent physical conditions at the site which are different from those indicated or expected.
 - (c) Unknown physical conditions at the site of any unusual nature or which are materially different from those ordinarily encountered and generally recognized as inherent in work which the Contractor generally performs.
- 2) In the event that the Contractor notifies the District that Contractor has found any of the conditions specified in subparagraphs (a), (b) or (c), above, the District shall promptly investigate the condition(s). If the District finds that the conditions are materially different or that a hazardous waste is present at the site which will affect the Contractor's cost of, or the time required for, performance of the Contract, the District shall issue a change order in accordance with the procedures set forth in this Contract.
- 3) In the event that a dispute arises between the District and the Contractor regarding any of the matters specified in Paragraph (2), above, the Contractor shall proceed with all work to be performed under the Contract and the Contractor shall not be excused from completing the Project as provided in the Contract. In performing the work pursuant to this Paragraph, the Contractor retains all rights provided by Article 39 which pertains to the resolution of disputes between the contracting parties.
- b. Regional Notification Center: The Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) days prior to commencing any excavation if the excavation will be conducted in an area that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center.

c. Existing Utility Lines:

- 1) Pursuant to Government Code §4215, the District assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities located on the construction

site at the time of commencement of construction under this Contract with respect to any such utility facilities that are not identified in the plans and Specifications.

- 2) Locations of existing utilities provided by the District shall not be considered exact, but approximate within reasonable margin and shall not relieve Contractor of responsibilities to exercise reasonable care or costs of repair due to Contractor's failure to do so.
- 3) No provision herein shall be construed to preclude assessment against Contractor for any other delays in completion of the Project. Nothing in this section shall be deemed to require the District to indicate the presence of existing service laterals, appurtenances, or other utility lines, with the exception of main or trunklines, whenever the presence of such utilities on the site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction.
- 4) If Contractor, while performing work under this Contract, discovers utility facilities not identified by the District in the Project plans and Specifications, Contractor shall immediately notify the District and the utility in writing. The cost of repair for damage to above-mentioned visible facilities without prior written notification to the District shall be borne by the Contractor.

d. Trenches Five Feet and Deeper:

Pursuant to Labor Code §6705, if the Contract price exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, promptly submit to the District and/or a registered civil or structural engineer employed by the District or Architect, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

39. RESOLUTION OF CONSTRUCTION CLAIMS

- a. Public work claims of \$375,000 or less between the Contractor and the District are subject to the provisions of Article 1.5 (commencing with §20104) of Chapter 1 of Part 2 of the Public Contract Code ("Article 1.5 claim"). For purposes of Article 1.5, "public work" has the same meaning as set forth in §§3100 and 3106 of the Civil Code; "claims" means a separate demand by Contractor for a time extension or payment of money or damages arising from work done by or on behalf of Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to or the amount of the payment which is disputed by the District.
- b. All Article 1.5 claims shall be submitted on or before the date of the Final Payment and shall include all documents necessary to substantiate the claim. District shall respond in writing within 45 days of receipt of claim if the claim is less than or equal to \$50,000 ("\$50,000 claim") or within 60 days if the claim is over \$50,000 but less than or equal to \$375,000 ("50,000 - \$375,000 claim"). In either case, District may request in writing within 30 days of receipt of claim any additional documentation supporting the claim or relating to any defenses to the claim which the District may have against the Contractor. Any additional information shall be requested and provided upon mutual agreement of the District and the Contractor. District's written response to the claim shall be submitted to Contractor within 15 days after receipt of the further documentation for \$50,000 claims or within 30 days after receipt of the further documentation for \$50,000 - \$375,000 claims or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.
- c. Within 15 days of receipt of the District's response, if Contractor disputes the District's written response, or within 15 days of the District's failure to respond within the time prescribed, the Contractor shall provide written notification to District demanding an informal conference to meet and confer

("conference") to be scheduled by District within 30 days. Following the conference, if any claim or portion remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim pursuant to this section until the time that claim is denied as a result of the conference process, including any period of time utilized by the meet and confer process.

- d. Pursuant to Public Contract Code §20104.2(f), this section does not apply to tort claims and does not change the period for filing claims or actions specified by Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
- e. If a civil action is filed, within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within 15 days, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days of the commencement of the mediation unless time is extended upon a good cause showing to the court or by stipulation of the parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- f. If the matter remains in dispute, the case shall be submitted to judicial arbitration as set forth in Public Contract Code §§20104.4 (b)(1) through (b)(3).
- g. For any claim in excess of \$375,000, the Contractor and the District shall follow the same process as for an Article 1.5 claim. The District will forward a response within 60 days of submittal of any such claim. Judicial arbitration is not required for claims in excess of \$375,000.

Claims shall also be processed consistent with Public Contract Code section 9204, which provides processing timelines and procedures, and requires that undisputed claims be promptly paid in accordance with this code provision.

- h. In addition, for all unresolved claims that the Contractor wishes to pursue, the Contractor shall file a timely claim pursuant to the Government Claims Act and shall otherwise comply with the procedures set forth in that Act prior to commencing any litigation against the District. The accrual date for any such claim is the date the dispute or controversy first arose regarding the issues raised in the claim.
- i. "The date of Final Payment," as used in this Article 39, means the date the public entity is required to release retention proceeds in accordance with Public Contract Code §7107 regardless of whether any payment is made to the Contractor at that time.
- j. The claims required by this Article are jurisdictional and conditions precedent to the commencement of any further legal proceedings. Strict compliance with all filing deadlines is mandatory.

40. FINGERPRINTING

District Determination of Fingerprinting Requirement Application

The District has considered the totality of the circumstances concerning the Project and has determined that the Contractor and Contractor's employees (which includes Subcontractor employees):

_____ are subject to the requirements of Education Code §45125.2 and Paragraph (a) below, is applicable.

_____ are not subject to the requirements of Education Code §45125.2, and Paragraph (b) below, is applicable.

- a. Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving More than Limited Contact with Students (§45125.2)

By execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school facility where the Contractor and/or Contractor's employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation. In accordance with Education Code §45125.2 the Contractor shall, at Contractor's own expense, (1) install a physical barrier to limit contact with students by Contractor and/or Contractor's employees, and/or (2) provide for the continuous supervision and monitoring of the Contractor and/or Contractor's employees by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice, and/or (3) provide for the surveillance of the Contractor and Contractor's employees by a District employee.

- b. Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving Only Limited Contact With Students (§45125.2)

By execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation or repair of a school facility involving only limited contact with students. Accordingly, the parties agree that the following conditions apply to any work performed by the Contractor and Contractor's employees on a school site: (1) Contractor and Contractor's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Contractor and Contractor's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, Contractor and Contractor's employees shall not change locations without contacting the school office; (4) Contractor and Contractor's employees shall not use student restroom facilities; and (5) If Contractor and/or Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

41. OTHER PROVISIONS

- a. This contract is subject to Disabled Veteran Business Enterprise requirements.
 - 1) In accordance with Education Code §17076.11, this District has a participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent (3%) per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such project, the Contractor shall provide appropriate documentation to the District identifying the amount paid to DVBE in conjunction with the Contract, so that the District can assess its success at meeting this goal.
 - 2) The Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. The Contractor agrees to provide the State or the District with any relevant information requested and shall permit the State or District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting

records. The Contractor agrees to maintain such records for a period of three years after final payment under the Contract.

- b. If this Contract is for a public works project over \$25,000 or for a maintenance project over \$15,000, Contractor acknowledges that the project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations in accordance with California Labor Code sections 1725.5 and 1770 *et seq.* All bidders, contractors and subcontractors working at the site shall be duly registered with the Department of Industrial Relations at time of bid opening and at all relevant times. Proof of registration shall be provided as to all such contractors prior to the commencement of any work.

Contractor shall coordinate with the Architect to ensure that DIR is advised of the award of the construction contract in a timely manner by filing form PWC-100 with DIR within thirty days of award of the contract, but no later than the first day in which the Contractor has workers employed on the project.

42. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted, and this Contract shall be read and enforced as though it were included, and if through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party the Contract shall be amended to make the insertion or correction.

43. GENERAL PROVISIONS

a. Assignment and Successors:

Neither party may transfer or assign its rights or obligations under the Contract Documents, in part or in whole, without the other party's prior written consent. The Contract Documents are binding on the successors, and permitted assigns of the parties hereto.

b. Third Party Beneficiaries:

There are no intended third party beneficiaries to the Contract.

c. Choice of Law and Venue

The Contract Documents shall be governed by California law, and venue shall be in the Superior Court of the county in which the project is located, and no other place.

d. Severability

If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Contract Documents shall remain in full force and effect.

e. Entire Agreement

The Contract Documents constitute the final, complete, and exclusive statement of the terms of the agreement between the parties regarding the subject matter of the Contract Documents and supersedes all prior written or oral understandings or agreements of the parties.

f. Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy.

--END--

NOTICE OF AWARD

To: McMurray & Sons, Inc.,

Project Description: DuroLast Membrane-Roofing Project

The District has considered the proposal submitted by you for the above described Project.

You are hereby notified that your proposal has been accepted in the amount of: Eleven Thousand, Four Hundred and Thirty Dollars (\$ 11,430.00)).

You are required to execute the Contract and furnish the required certificates of insurance within ten (10) calendar days from the date of issuance of this Notice.

If you fail to execute the Contract and to furnish the insurance within ten (10) calendar days from the date of issuance of this Notice, the District will be entitled to consider all your rights arising out of its acceptance of your proposal as abandoned. The District will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the District.

Dated this **28th** day of **October, 2021**

By: 
Becky MacQuarrie
Authorized District Signature

Receipt of this above Notice of Award is hereby acknowledged by:

, this is the day of , 20 .

By:

Title:

NOTICE TO PROCEED

To: McMurray & Sons, Inc.

Date: **October 28, 2021**

PROJECT: DuroLast Membrane-Roofing Project

You are hereby notified to commence work in accordance with the Contract dated **October 28, 2021** on or before **June 25th, 2022** , and you shall complete the work **five (5)** consecutive calendar days thereafter.

By:


Authorized District Signature

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

This Certification pertains to the **DuroLast Membrane-Roofing Project** ("Project") between the **Cutten Elementary School District** (the "District" or the "Owner") and **McMurray & Sons, Inc.**, (the "Contractor").

The undersigned does hereby certify to the Governing Board of the District that (1) he/she is a representative of the Contractor, (2) he/she has personal knowledge regarding the facts herein certified, (3) he/she is authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. Education Code. Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all of 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, the Contractor has installed or will install, prior to commencement of any work , a physical barrier at the Project site, as approved in writing by the District, that will limit contact between Contractor's and subcontractors' employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, the Contractor certifies that all Contractor and subcontractor 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 Contractor employee and/or subcontractor employee or supplier of any tier of Contract shall come in contact with the District pupils.

2. Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor and any subcontractor who will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Note: The 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, subcontractors or acting as independent contractors of the Contractor.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

Name of Contactor: _____

Signature: _____

Print Name: _____

CUTTEN ELEMENTARY SCHOOL DISTRICT
SCHOOL SITE COUNCIL MINUTES

October 19, 2021, 5:30 pm
Ridgewood Commons

- 1.0 CALL TO ORDER **Meeting called to order at 5:30pm. All members present. No public attendees.**
- 2.0 ORGANIZATION
- 2.1 Welcome New Members **The council welcomed new members Sean Galt (parent), Nancy Corran (parent), Katrin Lemmon (classroom teacher), and Annette Sligh (classroom teacher).**
- 2.1 Elect Officers **Susie Smelser moved/ Diana Baclagan seconded Sean Galt for chair, Annette Sligh for vice chair, and Nancy Corran for secretary. Motion passed unanimously.**
- 2.3 2021-22 Meeting Calendar **Karen Bazzano moved/ Susie Smelser seconded that meetings be held the third Tuesday of the month at 5:45 pm in the Ridgewood Commons (location may change in the future). Motion passed unanimously.**
- 3.0 CONSIDER APPROVAL OF AGENDA ORDER **Nancy Corran moved/ Karen Bazzano seconded to approve the agenda order. Motion passed by unanimous consent.**
- 4.0 CONSIDER APPROVAL OF JUNE 8, 2021 MINUTES **Karen Bazzano moved/ Annette Sligh seconded to approve the minutes without change. Motion passed by unanimous consent.**
- 5.0 PUBLIC COMMENT: **No public in attendance, so no comments were made.**
- 6.0 DISTRICT REPORT **August Deshais gave an update on the district, including the new HVAC systems, indoor music classes, class study team meetings at both sites, Red Ribbon Week, and upcoming school breaks (Nov 1 is a staff inservice, Nov 11 and 12 for Veteran's Day, and fall break on Nov 22 - 26). Annette added information on the Cutten School student council and Susie shared we now have a district nurse who performs staff Covid testing and will soon offer testing for students.**
- 7.0 DISCUSSION/POSSIBLE ACTION ITEMS
- 7.1 Review of By-laws **August Deshais moved/ Karen Bazzano seconded changes made the following sections of the site council by-laws: Article II Section A, Article III Section A, and Article V Section B. Motion passed unanimously.**
- 7.2 Annual Plans and Policies **August Deshais gave a brief summary of the plans and policies the council will review and approve this year.**
- 7.3 Other Goals to be Considered by the Site Council **No new goals were proposed.**
- 8.0 ANNOUNCEMENTS AND COUNCIL MEMBER COMMENTS **Susie Smelser let everyone know where the Cutten Annex is located, and more importantly, the staff members that work there. She invited everyone to stop by sometime for a visit! Karen Bazanno asked what the plans are for the house at 4140 Walnut Dr that the District recently purchased. August Deshais informed the council that for now it is in the hands of a rental management company, but could become part of the Cutten School campus in the future.**
- Next Meeting- Tuesday, November 16, 2021 at 5:45 pm.
- 9.0 ADJOURNMENT **The meeting was adjourned at 6:10pm.**

Respectfully submitted by Nancy Corran, School Site Council Secretary. Approved _____

**CUTTEN ELEMENTARY SCHOOL DISTRICT GOVERNING BOARD
COUNTY OF HUMBOLDT, STATE OF CALIFORNIA**

RESOLUTION #2022 - 02

**EXEMPTION TO THE SEPARATION-FROM-SERVICE
REQUIREMENT PURSUANT TO SECTION 24214.5 OR 26812
OF THE EDUCATION CODE**

WHEREAS, pursuant to Education Code section 24214.5 and 26812, there is a 180 calendar day separation-from-service requirement for all retired CalSTRS members and participants; and,

WHEREAS, all retired CalSTRS members and participants are subject to a restriction if they perform retired member activities as defined by section 22164.5 of the Education Code or retired participant activities as defined by section 26135.7 of the Education Code, during the first 180 calendar days after their most recent retirement; and,

WHEREAS, if the retired CalSTRS member or participant performed retired member or participant activities during this period, CalSTRS will reduce his or her retirement benefit or annuity one dollar for each dollar earned for performing retired member or participant activities during the 180-day period; and,

WHEREAS, there is an exemption from the 180 calendar day separation-from-service requirement for a member or participant who retires for service and is at or above normal retirement age; and,

WHEREAS, in order to qualify for this narrow exemption, the employer must appoint the retired member or participant to a critically needed position that has been approved by the governing body of the employer in a public meeting as reflected in a resolution; and,

WHEREAS, this approval by the governing body of the employer in a public meeting as reflected in a resolution must be finalized and communicated to CalSTRS before the member or participant commences to perform retired member or participant activities; and,

WHEREAS, the Superintendent of Cutten Elementary School District, must complete the Request for Separation-from-Service Requirement Exemption form, which must be submitted to CalSTRS and received by CalSTRS before the member or participant commences to perform retired member or participant activities,

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the district is in critical need of a Federal CARES Act and School Bond Funding Manager to administer multiple facilities projects and school bond projects;

AND BE IT FURTHER RESOLVED that the Board wishes to meet this critical need by hiring Susan Ivey, a member or participant who retired for service less than 180 days ago; **AND BE IT FURTHER RESOLVED** that this appointment is needed to fill this critical need before the 180 calendar day separation-from-service requirement is fulfilled;

AND BE IT FURTHER RESOLVED that this member or participant did not receive a retirement incentive or any financial inducement to retire from any public employer;

AND BE IT FURTHER RESOLVED that the retired member's or participant's termination of employment is not the basis for the need to acquire his or her services;

AND BE IT FURTHER RESOLVED that the earnings for retired member activities during the 180 calendar days will still be subject to the annual postretirement earnings limit for the Defined Benefit Program;

AND BE IT FURTHER RESOLVED that this member or participant will not commence to perform retired member or participant activities before this approval is authorized by the governing body of the employer in a public meeting as reflected in a resolution and received by CalSTRS;

AND BE IT FURTHER RESOLVED that this member or participant will not commence to perform retired member or participant activities before the Superintendent of Cutten Elementary School District completes the Request for Separation-from-Service Requirement Exemption form and this is transmitted to and received by CalSTRS.

WHEREUPON, the Chair declared the Resolution passed and adopted and, SO ORDERED this 8th day of November, 2021, by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

CHAIR, Cutten Elementary School District Board of Trustees

ATTEST:

I, _____, Clerk of the Cutten Elementary School District Board of Trustees, County of Humboldt, do hereby certify the foregoing to be a full, true, and correct copy of a resolution adopted by said Board at a meeting held at its regular meeting on November 8, 2021, which action is contained in the minutes of the meeting of said Board.

CLERK, Cutten Elementary School District Board of Trustees

open to the general public; and

- e. The setting is not covered by more restrictive state or federal guidance.

*Hosts, employers, or organizers must verify the vaccine status of individuals with one of the following (self-attestation is not permitted):

- The original U.S. Department of Health and Human Services CDC vaccination card issued to the individual following administration of the COVID-19 Vaccine (CDC Card);
- The original WHO International Certificate of Vaccination or Prophylaxis issued to the individual following administration of the COVID-19 in a foreign country (WHO Yellow Card);
- A paper photograph or photocopy of the CDC Card or WHO Yellow Card;
- An electronic image of the CDC Card or WHO Yellow Card;
- A digital copy of the individual's COVID-19 Vaccine record, obtained through the following portal: <https://myvaccinerecord.cdph.ca.gov/>; or
- Documentation from a licensed healthcare provider that the individual is Fully Vaccinated.

10. Metrics for Rescission of this Order: This Order will be rescinded entirely when all the following criteria have been met, unless otherwise required by CDPH, CDC, or Cal/OSHA.

- a. Humboldt County meets CDC data tracker “yellow/moderate” transmission level for 21 consecutive days; and

- b. Local public health officials determine that hospital impact from COVID-19 and other respiratory viruses remain low (using data tracked by CDC, CDPH, local public health, and in coordination/consultation with the local hospitals and surrounding local health jurisdictions); and

- c. Vaccination rates in the county reach 80% of total population OR Humboldt County Public Health public health determines sufficient evidence of community protection against COVID-19 based on vaccination rates and other protective factors. If the vaccination rate of 80% of total population is not met sooner, Humboldt County Public Health will assess if there is sufficient evidence of community protection against COVID-19 on January 15th, 2022. If evidence of community protection against COVID-19 is not sufficient on January 15th, 2022, this will be reevaluated monthly thereafter.

11. This Order shall become effective at 12:01 am on November 8, 2021 and will continue to be in effect until it is extended, rescinded, superseded, or amended in writing by the Health Officer. This Order replaces the prior order of August 6, 2021. The Health Officer intends to continually review the need for this Order via the metrics detailed.

12. All State orders and guidance documents referenced in State orders are complementary to this Order. By way of this Order, the Health Officer adopts such directives as orders as well. Where a conflict exists between a local order and any State public health order related to the COVID-19 pandemic, the most restrictive provision controls pursuant to, and consistent with,



California Health and Safety Code section 131080, unless the State Health Officer issues an order that expressly determines a provision of a local public health order is a menace to public health.

13. Copies of this Order shall promptly be: (1) posted on the County website and (2) provided to any member of the public requesting a copy of this Order.

14. If any provision of this Order or its application to any person or circumstance is held to be invalid, the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.

15. Recommendation: In indoor public and private settings where there is close contact with other people who may not be fully vaccinated, individuals should consider wearing a higher level of protection, such as wearing two masks (“double masking”) or wearing a respirator (e.g., KN95 or N95). This is particularly important if an individual is not fully vaccinated and is in an indoor public setting or crowded outdoor setting or event. Humboldt County Public Health will continue to strongly recommend masking of everyone in indoor public places where the vaccination status of everyone is not known, even if no local masking requirement is in place, until there is strong evidence that the threat of COVID-19 to an individual has decreased sufficiently that there is a low benefit to the individual by wearing a mask in these settings.

IT IS SO ORDERED:

Ian Hoffman, MD, MPH
Health Officer of the County of Humboldt

Date / Time





Ian P. Hoffman, MD, MPH
Humboldt County Health Officer
529 I Street, Eureka, CA 95501
phone: (707) 445-6200 | fax: (707) 445-6097

ORDER OF THE HUMBOLDT COUNTY HEALTH OFFICER FOR THE WEARING OF FACE COVERINGS IN WORKPLACES AND INDOOR PUBLIC SETTINGS

DATE OF ORDER: November 8, 2021

Please read this Order carefully. Violation of or failure to comply with this Order is a misdemeanor punishable by fine, imprisonment, or both. (California Health and Safety Code sections 120295, *et seq.*)

SUMMARY OF THIS ORDER

This Order requires all individuals to wear face coverings when indoors in workplaces and public settings, with limited exemptions, and recommends that businesses and events make face coverings available to individuals entering these spaces.

BACKGROUND

After June 15, 2021 when most restrictions from the State of California's Blueprint for a Safer Economy were lifted, the average daily incident case rate of COVID-19 in Humboldt County increased significantly to reach the "High Transmission" level of the US Centers for Disease Control and Prevention's ("CDC") Indicators for Levels of Community Transmission. These were the highest local case rates during the entire pandemic. The COVID-19 test positivity rate in Humboldt County had also risen dramatically after June 15 to be over 10% consistently in August and September. Hospitalizations from COVID-19 in Humboldt County rose to a record high of 41 COVID-19 patients across the county, resulting in significant strain on our fragile rural healthcare infrastructure. Three months later, we are seeing cases, hospitalizations and deaths decrease to levels they were before the sharp increases in July.

The significantly more transmissible Delta variant of the SARS-CoV-2 virus has become the predominant strain in the US and in Humboldt County. This brought new changes to the pandemic, including faster spread and ability to infect those who are fully vaccinated. While the vast majority of cases, hospitalizations and deaths since June 15 have occurred among unvaccinated persons, the increase in cases among fully vaccinated persons was a notable change with the Delta variant. And while this is to be expected as no vaccine is 100% effective, it was a change in our understanding of the disease that warranted public health policy changes for masking in public.

DHHS Administration
phone: (707) 441-5400
fax: (707) 441-5412

Behavioral Health
phone: (707) 268-2990
fax: (707) 476-4049

Social Services
phone: (707) 476-4700
fax: (707) 441-2096



With the implementation of the mask order on August 6th, case rates began to decline immediately in the fully vaccinated, and within weeks in the unvaccinated. This fits with what we now know about Delta in the fully vaccinated. They clear the virus faster, become less ill, and are less likely to spread the virus to others. The COVID-19 vaccines currently authorized in the US have been shown to be highly safe and effective at providing protection to individuals and communities, particularly against severe COVID-19 disease and death, and are recommended by the CDC for all populations for whom the vaccine is authorized by the US Food and Drug Administration. Humboldt County Public Health strongly recommends everyone eligible to receive COVID-19 vaccines to do so as soon as possible.

During this past surge we learned that the vaccination rates in our community were not sufficient, and in times of high community transmission and hospital impact, masks are a needed tool until our community vaccination rate reaches sufficiently high levels of community protection against COVID-19. The current proportion of the population vaccinated is a positive development but not sufficient to keep cases and hospitalizations low. Universal use of face coverings in all public settings, including all indoor as well as crowded outdoor settings and events, was the least disruptive and most immediately impactful additional measure available to public health. Masks are safe and effective at preventing COVID-19, recommended by CDC, do not increase the CO₂ levels of the air one breathes, and have had an immediate impact on COVID-19 in Humboldt County as reflected by local data.

Inclusion of crowded outdoor public spaces and events in this requirement, as recommended by CDC based on community transmission rates, allowed for less impact on previously planned events to continue. It was felt that the impact to outdoor events would be greater if they were not included in the order. Now, with local evidence available showing a decrease in cases, hospitalizations, and deaths, and increasing vaccination rates, masking in outdoor public crowded spaces and events will be removed as a requirement. This is a recognition that these outdoor crowded settings are lower risk than indoor public spaces, especially as case rates lower and vaccination rates rise. However, we strongly recommend to continue to follow CDC masking recommendations which include consideration for masking in crowded outdoor spaces when community transmission is substantial or high. All individuals, especially those who are unvaccinated or at higher risk of severe outcomes from COVID-19, should take personal measures to reduce risk in addition to masking. Vaccination and masking are the most important tools at this point in the pandemic to protect both ourselves individually, and also to protect our families, our community, and to protect our community institutions, including businesses, schools, government, and healthcare.

This Order is necessary to continue to control and reduce the community spread of COVID-19 and to reinforce the need for safe interactions during the pandemic. The Health Officer will continue to assess the public health situation as it evolves and may modify this Order, or issue additional Orders, related to COVID-19, as changing circumstances dictate.



ORDER

UNDER THE AUTHORITY OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 101040, 101085, 120175, AND 120220, THE PUBLIC HEALTH OFFICER OF THE COUNTY OF HUMBOLDT (“HEALTH OFFICER”) HEREBY ORDERS AS FOLLOWS:

1. Except as otherwise set forth herein, the July 28, 2021 Guidance for the Use of Face Coverings issued by the California Department of Public Health (“CDPH”), as may be amended from time to time, continues to apply throughout the County.

2. **Face Coverings.** A “Face Covering” means a face covering that is well-fitted to an individual and covers the nose and mouth especially while talking, consistent with the Face Covering Requirements. CDPH guidance “Get the Most out of Masking” addresses current recommendations for a Well-Fitted Mask and Face Covering. A non-vented N95 mask is strongly recommended as a Well-Fitted Mask, even if not fit-tested, to provide maximum protection. A Well-Fitted Mask does not include a scarf, ski mask, balaclava, bandana, turtleneck, collar, or single layer of fabric or any mask that has an unfiltered one-way exhaust valve.

3. This Order directs that face coverings shall be worn, regardless of vaccination status, over the mouth and nose, in all indoor public settings, venues, gatherings, and workplaces, such as, but not limited to: offices, retail stores, restaurants and bars, theaters, family entertainment centers, conference centers, and State and local government offices. For purposes of this Order, all non-residential settings are considered public, and common areas within apartments and other multi-household residential settings (e.g., common patios, laundry rooms, lobbies) are also considered public.

4. Upon the effective date of this Order, Humboldt County outdoor masking requirements in crowded outdoor settings are rescinded unless otherwise required by CDPH, CDC or CalOSHA. Humboldt County Public Health continues to strongly recommend mask use in all crowded outdoor spaces when CDC Data Tracker website has our county listed as “high/red” or “substantial/orange” community transmission, and to follow any other CDC guidance on masking in outdoor crowded spaces.

5. Individuals, businesses, venue operators, hosts, and others responsible for the operation of indoor public settings and events must:

- Require all patrons to wear face coverings for all indoor settings and events, regardless of their vaccination status; and
- Post clearly visible and easy-to-read signage at all entry points for indoor settings and events to communicate the masking requirements to all patrons.

In addition, those responsible for indoor settings and events are strongly encouraged to provide face coverings at no cost to individuals required to wear them.

6. Exemptions from face covering requirements – Individuals are not required to wear face coverings in the following circumstances, unless required by state or federal regulations:



- Persons younger than two years old.
- Persons who are working alone in a closed office or room;
- Persons who are actively eating and/or drinking;
- Persons swimming or showering in a fitness facility;
- Persons in a private car alone or with members of household;
- Persons who are actively engaged in physical activity where a mask poses a threat to personal safety or health;
- Persons who are obtaining a medical or cosmetic service involving the nose or face for which temporary removal of the face covering is necessary to perform the service;
- Persons who are specifically exempted from wearing face masks pursuant to other CDPH guidance.

7. Employers and businesses subject to the Cal/OSHA COVID-19 Emergency Temporary Standards (“ETS”) and/or the Cal/OSHA Aerosol Transmissible Diseases Standards should consult the applicable regulations for additional requirements. The ETS allow local health jurisdictions to mandate more protective measures. This Order, which requires face coverings for all individuals in indoor settings and businesses, regardless of vaccination status, takes precedence over the more permissive ETS regarding employee face coverings.

8. Unvaccinated as well as fully vaccinated persons should continue to follow CDC guidance for unvaccinated people and for fully vaccinated people to protect themselves and others, including wearing a well-fitted face covering, physical distancing (at least 6 feet), avoiding crowds, avoiding poorly ventilated spaces, covering coughs and sneezes, washing hands often, and following any applicable workplace, school, or business sector guidance or requirements including the Cal/OSHA Emergency Temporary Standards. Fully vaccinated people should still watch for symptoms of COVID-19, especially following an exposure to someone with suspected or confirmed COVID-19. If symptoms develop, all people – regardless of vaccination status – should isolate and be clinically evaluated for COVID-19, including SARS-CoV-2 testing. Anyone testing positive for SARS-CoV-2, regardless of vaccination status, must follow the Mass Isolation Order of the Humboldt County Health Officer.

9. Metrics for Exceptions to Indoor Masking Requirements: This order will add an exception for certain indoor settings with stable cohorts of fully vaccinated individuals (indoor offices, gyms, fitness centers, employee commuter vehicles, religious gatherings, college classes, and other organized gatherings of individuals who meet regularly) effective immediately upon the County reaching 70% of the total population becoming fully vaccinated. The following criteria would need to be met for the exception to apply:

- a. There are no more than 100 individuals present; and
- b. The host, employer, or organizer has verified* that all individuals present are fully vaccinated; and
- c. The host, employer, or organizer maintains a list of individuals present; and
- d. The host, employer, or organizer can control access to the setting, and the setting is not

