

COLUSA UNIFIED SCHOOL DISTRICT

745 Tenth Street

Colusa, CA 95932

(530) 458-7791 FAX (530) 458-4030

AGENDA

Board of Trustees Regular Meeting DISTRICT OFFICE CONFERENCE ROOM

July 26, 2016

7:00 p.m. Open Session

**PUBLIC COPY OF BOARD PACKET IS AVAILABLE FOR INSPECTION
AT THE CUSD DISTRICT OFFICE LOCATED AT 745 TENTH ST., COLUSA**

All meetings of the Governing Board are open to the general public, with the exception of the Closed Sessions, which are held to consider those items specifically exempt under the Ralph M. Brown Act. Anyone planning to attend a meeting who has a disability and needs special assistance should call the Superintendent's Office, 458-7791, at least 3 days in advance to make special arrangements.

Spanish translation is available at Regular Session Board Meetings. To arrange for translation services, please call the Superintendent's Office, 458-7791, at least 3 days in advance. [Se ofrece traducción en Español para la junta regular de la mesa directiva. Para solicitar servicios de traducción al español, por favor llame a la Oficina del Superintendente, al 458-7791, con 3 días de anticipación por lo menos.]

7:00 P.M. OPEN SESSION

A. Call to Order

B. Hearing of Public for items on the Agenda

The Board encourages public comment concerning any item of importance and will recognize requests to speak before the item is discussed or voted upon. To assure your right to address any action item, please notify the Superintendent's Office of your desire to speak by noon of the day prior to the Board Meeting. Those requesting to address the Board in advance will be granted up to five minutes to speak. Others will be limited to a total of three minutes.

C. Hearing of Public for items not on the Agenda

The Board encourages public comment concerning any item of importance and will recognize requests to speak on items not appearing on the Agenda. Speakers should be aware that the board may not be prepared to comment on the issues they raise, but may request those items to be properly agendaized for inclusion in the discussions at a future meeting. Those requesting to address the Board in advance will be granted up to five minutes to speak. Others will be limited to a total of three minutes.

D. Information/Discussion/Possible Action Items

1. Consider Approval of Wallace Kuhl & Associates Proposal for CHS Gym Restroom – Special Testing
2. Consider Approval of Rivercity GeoProfessionals, Inc. Agreement for CHS ADA Restroom Upgrades & Gym HVAC Replacement – Special Inspection & Material Testing Services
3. Consider Approval of Top Tier Datacom Proposal for District Office Network Cabling
4. Consider Approval of 2016-2017 Declaration of Need for Fully Qualified Educators

E. Adjournment of the Meeting



CORPORATE OFFICE
3050 Industrial Boulevard
West Sacramento, CA 95691
916.372.1434 phone
916.372.2565 fax

July 11, 2016

DSA File No. 6-H6
DSA Application No. 02-114760
LEA No. 116

STOCKTON OFFICE
3422 West Hammer Lane, Suite D
Stockton, CA 95219
209.234.7722 phone
209.234.7727 fax

Mr. Dwayne Newman, Superintendent
Colusa Unified School District
745 Tenth Street
Colusa, California

Special Inspection and Testing Services Proposal
COLUSA HIGH SCHOOL GYMNASIUM RESTROOM
Colusa, California
WKA No. 11053.01P

Wallace-Kuhl and Associates is pleased to submit this proposal to provide testing and inspection services during construction of Gymnasium Restroom.

Our budget estimate is based on review of the construction documents. We understand our scope of work would include inspection and testing of foundation concrete and rebar and concrete anchors as required by the project documents, as well as preparation of the DSA required documentation.

Based on our experience, we estimate that our fee for the special inspection and testing services required for this project would be approximately \$7680. Billing would be only for work performed and determined based on the attached 2016P Schedules of Fees. Please be aware that we bill for our hourly services on a portal-to-portal basis from our nearest office. Also, the construction schedule and the contractor's efficiency affect the number of site visits - and the cost - required for our services. Our representatives would work with the Project Inspector to perform our work in a timely and efficient manner.

To assure that all parties fully understand the limitations of our role in your project, we emphasize that our representative will not act as supervisor of construction, nor will they direct construction operations. The various sub-contractors should be informed that neither the presence of our representative nor the testing by our firm shall excuse them from defects discovered in their work. Job and site safety of the contractor's personnel will be the sole responsibility of the contractor.

Our agreement for this work is attached to this proposal. If this proposal is acceptable, please sign the agreement and return it to us as our written authorization to proceed. We will return a fully executed copy of the agreement to you for your files. Please inform us if wet signed copies of the agreement are required. If that is the case, please print sign and return two copies of the agreement to our office. We will then return a fully executed copy by US mail for your files.

Special Inspection and Testing Services Proposal
COLUSA HIGH SCHOOL GYMNASIUM RESTROOM
July 11, 2016
WKA No. 11053.01P

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Wallace - Kuhl & Associates



John Vincent
Senior Supervising Technician

Attachments: Budget Estimate
Construction Testing Agreement
2016P Fee Schedules



Budget Estimate
COLUSA HIGH SCHOOL GYMNASIUM RESTROOM
 Colusa, California
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	Unit	Cost (\$) Per Unit	Estimated Quantity	Total
CONCRETE TESTING AND INSPECTION				
Concrete Mix Design Review by Senior Engineer	each	\$ 160.00	2	\$ 320.00
Reinforcing Steel Sampling and Tagging	hour	\$ 90.00	6	\$ 540.00
Batch Plant Inspection	hour	\$ 95.00	8	\$ 760.00
Concrete Placement T&I				
Miscellaneous	hour	\$ 90.00	18	\$ 1,620.00
Retrieve Test Samples	hour	\$ 90.00	12	\$ 1,080.00
Laboratory Testing				
Concrete Test Cylinders - 4 sets of 4	each	\$ 25.00	12	\$ 300.00
Reinforcing Steel Tensile Testing	each	\$ 70.00	3	\$ 210.00
Reinforcing Steel Bend Testing	each	\$ 35.00	3	\$ 105.00
CONCRETE TOTAL				\$ 4,620.00
POST-INSTALLED CONCRETE ANCHORS TESTING AND INSPECTION				
Concrete Anchor Torque Testing	hour	\$ 95.00	15	\$ 1,425.00
ANCHOR TOTAL				\$ 1,425.00
PROJECT ADMINISTRATION, REVIEW & REPORTS				
Project Administration	hour	\$ 95.00	2	\$ 190.00
Senior Engineer - Report Review / Closeout Documentation	hour	\$ 160.00	2	\$ 320.00
Mileage	Mile	\$ 0.75	1500	\$ 1,125.00
PROJECT ADMINISTRATION TOTAL				\$ 1,635.00
PROJECT TOTAL				\$ 7,680.00



COLUSA UNIFIED SCHOOL DISTRICT ("CLIENT") and River City Geoprosessionals, Inc. dba WALLACE - KUHL & ASSOCIATES ("WKA") agree:

1. **PROFESSIONAL SERVICES.** WKA will perform professional services and will receive compensation pursuant to the terms and conditions of the attached proposal letter dated July 11, 2016, which is incorporated herein by reference. In performing professional services, WKA shall use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the engineering profession practicing under similar conditions at the same time and in the same or similar locality. CLIENT understands and acknowledges the inherent risks connected with construction and agrees that no warranty, either express or implied, is included in this Agreement or in any drawing, specification, report or opinion produced pursuant to this Agreement.

2. **PAYMENT.** WKA will submit invoices for services rendered on a periodic basis, provided, however, said invoices shall not be submitted more frequently than once every 30 days. Invoices shall be due upon receipt, but shall not be considered delinquent if paid on or before the expiration of 30 days from the date of mailing. If payment is not made, a late payment charge shall be due on the invoice amount at the rate of one and one-half percent (1½%) per month, which is an ANNUAL PERCENTAGE of eighteen percent (18%), on the unpaid balance from the date of the invoice until paid. In the event of delinquency, Client shall pay the actual cost of collection including without limitation, reasonable attorney's fees. If the Client is an LLC, the representative of the Client signing this agreement shall be personally responsible and guarantee payment of all invoices.

3. **JOB SITE.** WKA will not act as supervisor of construction operations, nor will WKA direct or exert any control over such operations. The construction contractor(s) shall be informed that neither the presence of WKA on the job site, nor the testing by WKA shall excuse the contractor(s) for defects in any contractor's work or any contractor's non-compliance with the project plans, specifications or applicable laws, ordinances, regulations or standards, whether such defect or non-compliance is discovered during or after construction. CLIENT agrees that the construction contractor(s) will be required by CLIENT to assume sole and complete responsibility for job conditions during construction, including safety of persons and property.

4. **REPORTS.** Reports, plans and other work prepared by WKA remain the property of WKA. CLIENT agrees that all reports and other work furnished to the CLIENT and his agents not paid for will be returned upon demand, and will not be used for licensing, permits, design and/or construction.

5. **LIABILITY.** CLIENT agrees to indemnify and hold WKA harmless from any and all liability in connection with the performance of work during construction of this project, except liability arising directly from the gross negligence or willful misconduct of WKA. WKA carries workers' compensation insurance and public liability insurance for bodily injury and property damage that may be suffered by third parties and members of the public who are not covered by the limitation of liability set forth below in Paragraph 6. Certificates of coverage will be furnished to CLIENT upon written request. WKA assumes the risk of damage caused by its personnel to its supplies and equipment. In the event CLIENT desires greater insurance coverage and directs WKA to take out additional insurance, WKA shall procure and maintain additional insurance, if procurable, at CLIENT's expense; provided, however, WKA shall not be responsible for property damage and bodily injury resulting from any cause, including fire and explosion, beyond the amount and coverage of WKA's insurance.

6. **LIMITATION OF LIABILITY.** WKA's liability for damages due to alleged negligent professional acts, errors and omissions will be limited to a sum not to exceed \$50,000 or WKA's total fee, whichever is greater. Notwithstanding any other provision herein to the contrary, WKA shall not be responsible or held liable for any special, indirect or consequential damages resulting in any way from WKA's performance under this Agreement.

7. **GOVERNING LAW; DISPUTES.** This Agreement shall be governed by the laws of the State of California. Should either party hereto bring suit in court to enforce any term of this Agreement, it is agreed that each party shall pay their own legal costs, expenses and attorneys' fees.

COLUSA UNIFIED SCHOOL DISTRICT**WALLACE • KUHL & ASSOCIATES**_____
Signature_____
Name printed or typed_____
Title_____
Date_____
Company Address_____
Signature_____
John Vincent, Senior Supervising Technician_____
Name/Title_____
July 11, 2016_____
Date

PROFESSIONAL SERVICES

Principal Engineer / Geologist	\$160.00	per hour
Senior Engineer / Geologist	\$160.00	per hour
Senior Environmental Scientist	\$160.00	per hour
Project Engineer / Geologist	\$135.00	per hour
Project Environmental Scientist	\$135.00	per hour
Senior Staff Engineer / Geologist	\$125.00	per hour
Senior Staff Environmental Scientist	\$125.00	per hour
Staff Engineer / Geologist	\$120.00	per hour
Staff Environmental Scientist	\$120.00	per hour
Senior Environmental Technician	\$95.00	per hour
Senior / Supervising Technician	\$95.00	per hour
Draftsperson / GIS Technician	\$90.00	per hour
Administrative Assistant	\$70.00	per hour

FIELD INVESTIGATION TESTING

Seismic Refraction Survey	\$160.00	per hour
Thermal Resistivity Testing	\$160.00	per hour
Electrical Resistivity Survey	\$160.00	per hour
Hand Augering/Sampling - Engineer	\$145.00	per hour
Photoionization Detector	\$160.00	per hour

LITIGATION

Data Review/Consultation	\$230.00	per hour
Depositions/Expert Witness Testimony	\$340.00	per hour

EXPENSES

Vehicle Charges (<i>Subject to periodic adjustment due to fuel cost</i>)	\$0.75	per mile
Subsistence	\$55.00	per day
Lodging	Cost	
Services by Associate Firms and other outside services	Cost	plus 20%
Equipment rental, freight, special materials	Cost	plus 20%
Extra Report Copies		
Black and white versions	\$21.00	each
Color photography versions	\$32.00	each

PREMIUM CHARGES

Overtime and Saturdays	hourly rate plus	40	percent
Sunday and Holidays	hourly rate plus	75	percent

SHIFT DIFFERENTIAL

A 25 percent shift differential surcharge will be added to the hourly rate of personnel involved in scheduled testing work between the hours of 6 P.M. and 5 A.M., as well as a four hour minimum.



FIELD SERVICES

CONCRETE & REINFORCING STEEL

Ball Penetration (Kelly Ball)	\$120.00 /hr.
Batch Plant Inspection	\$90.00 /hr.
CaCl Moisture Emission Test Kit	\$30.00 /kit
CaCl Moisture Emission Testing	\$85.00 /hr.
CLSM/CDF/Slurry Testing	\$85.00 /hr.
Concrete Mix Design Review	\$160.00 /hr.
Concrete Placement Obs/Cast Cylinder	\$90.00 /hr.
Concrete Rebound Number Testing	\$120.00 /hr.
Concrete Trial Batch	\$90.00 /hr.
Floor Flatness Testing	\$120.00 /hr.
High Strength Grout Sampling / Testing	\$90.00 /hr.
Rebar / Post Tension Special Inspection	\$95.00 /hr.
Rebar Location / GPR	\$275.00 /hr.
Rebar Location / Pachometer	\$120.00 /hr.
Rebar Placement Inspection	\$95.00 /hr.
Reinforcing Steel Sampling/Tagging	\$90.00 /hr.
Relative Humidity Testing	\$120.00 /hr.
Shotcrete Special Inspection	\$90.00 /hr.
Transport Cylinders / Samples to Lab	\$90.00 /hr.

CORING

Coring (Technician + equipment)	\$120.00 /hr.
Coring (Technician assistant)	\$90.00 /hr.

POST-INSTALLED ANCHORS

Concrete Anchor Installation Inspection	\$90.00 /hr.
Concrete Anchor Proof Load Testing	\$120.00 /hr.
Concrete Anchor Torque Testing	\$95.00 /hr.
Suspended Ceiling Inspection / Testing	\$120.00 /hr.

STRUCTURAL STEEL

Fireproofing Special Inspection / Testing	\$90.00 /hr.
High Strength Bolt Special Inspection	\$95.00 /hr.
Non-Destructive Testing - UT/MT/PT	\$105.00 /hr.
Welding Special Inspection - Field	\$95.00 /hr.
Welding Special Inspection - Shop	\$95.00 /hr.

MASONRY

In-Place Masonry Flatjack Testing	\$145.00 /hr.
In-Place Masonry Shear Testing	\$120.00 /hr.
Masonry Materials Sampling / Testing	\$90.00 /hr.
Masonry Special Inspection	\$90.00 /hr.
Masonry Special Inspection DSA Certified	\$100.00 /hr.

SOILS & ASPHALT CONCRETE

Asphalt Concrete Inspection / Testing	\$95.00 /hr.
Asphalt Concrete Materials Sampling	\$95.00 /hr.
Building Pad Special Inspection / Testing	\$95.00 /hr.
Deep Foundation Inspection	\$95.00 /hr.
Flatwork AB Inspection / Testing	\$95.00 /hr.
Flatwork Subgrade Inspection / Testing	\$95.00 /hr.
Grading Inspection / Testing	\$95.00 /hr.
Hand Augering and Sampling	\$120.00 /hr.
Pavement AB Inspection / Testing	\$95.00 /hr.
Pavement Subgrade Inspection / Testing	\$95.00 /hr.
Proof Rolling Observation	\$95.00 /hr.
Shallow Foundation Inspection	\$95.00 /hr.
Slab Subgrade Soil Moisture Tests	\$95.00 /hr.
Soil / Aggregate Sampling	\$95.00 /hr.
Soil Treatment Testing / Observation	\$95.00 /hr.
Structure Backfill Inspection / Testing	\$95.00 /hr.
Subgrade Stabilization Observation	\$95.00 /hr.
Utility Trench Backfill Testing	\$95.00 /hr.
WKA Drill Rig (including operator)	\$260.00 /hr.
WKA Drill Rig (helper)	\$95.00 /hr.

SPECIALIZED SERVICES

Coefficient of Friction Testing	\$120.00 /hr.
Crack Monitoring	**
Existing Building Evaluation / Demo	\$90.00 /hr.
Existing Building Evaluation / Document	\$90.00 /hr.
Existing Building Evaluation / Repair	\$90.00 /hr.
Field Investigate Support	\$90.00 /hr.
FRP Installation Inspection	\$90.00 /hr.
GFRC Inspection / Testing	\$90.00 /hr.
Soil Elect. Resistivity Testing - Technician	\$120.00 /hr.
Prestress Framing Installation	\$90.00 /hr.
Proto Wall Inspection / Testing	\$90.00 /hr.
Roofing Inspection	\$90.00 /hr.
Shear Nailing Inspection	\$90.00 /hr.
Thickness Testing - Coating / Steel	\$90.00 /hr.
Timber Framing / Hardware Inspection	\$90.00 /hr.
Vapor Barrier Inspection	\$90.00 /hr.
Vibration Monitoring	**

GENERAL

Inspection / Testing Cancelled	*
Reinspection / Retesting	*
Stand-by Time	*

* Based on hourly rate of Inspection or Testing scheduled

** Based on Staff Classification

MINIMUM CHARGES

A two hour minimum charge will apply to field technician services with the following exceptions:

- Single trip pickup and delivery services, where a one hour minimum will apply.
- Saturday, Sunday and holidays, where a four hour minimum charge will apply.



LABORATORY SERVICES**SOIL**

Atterberg Limits (LL/PI)	ASTM D4318	\$150.00	each
CLSM/CDF/Soil Cement Compression Test	ASTM D4832	\$50.00	each
Compaction Characteristics	ASTM D698	\$240.00	each
Compaction Characteristics	ASTM D1557	\$240.00	each
Compaction Characteristics	CTM 216	\$240.00	each
Expansion Index	ASTM D4829	\$175.00	each
Hydraulic Conductivity, Flexible Wall Permeability	ASTM D5084	\$400.00	each
Moisture Content	ASTM D2216	\$20.00	each
Organic Content	ASTM D2974	\$90.00	each
Resistance "R" Value - Untreated	ASTM D2844, CTM 301	\$245.00	each
Resistance "R" Value - Laboratory Lime-Treated	ASTM D2844, CTM 301	\$300.00	each
Sieve Analysis - Sieve only (Coarse or Fine)	ASTM C136/D1140	\$100.00	each
Sieve Analysis - Passing No. 200 only	ASTM D1140	\$90.00	each
Sieve Analysis - Sieve & Hydrometer	ASTM D422	\$160.00	each
Specific Gravity of Soils	ASTM D854	\$125.00	each
Triaxial Compression Test, 1 point - Undisturbed	ASTM D4767	\$250.00	each
Triaxial Compression Test, 3 Pt Staged - Undisturbed	ASTM D4767	\$295.00	each
Triaxial Compression Test, 1 point - Remolded	ASTM D4767	\$325.00	each
Triaxial Compression Test, 3 Pt Staged - Remolded	ASTM D4767	\$375.00	each
Unconfined Compression Test	ASTM D2166	\$100.00	each
Unit Weight/Moisture Content - Tube Sample	ASTM D2937/D2216	\$30.00	each
Consolidation (8 loads + 1 rebound)	ASTM D2435	\$450.00	each
Consolidation (additional loads)	ASTM D2435	\$50.00	each
Thermal Resistivity	ASTM D5334	\$50.00	each

AGGREGATE

Aggregate Unit Weight	ASTM C29	\$50.00	each
Clay Lumps and Friable Particles	ASTM C142	\$155.00	per size
Cleanness Value	CTM 227	\$160.00	each
Durability Index (Coarse or Fine)	CTM 229	\$155.00	each
Flat and Elongated Particles in Coarse Aggregate	ASTM D4791	\$115.00	per size
Fractured/Crushed Particles	ASTM D5821, CTM 205	\$115.00	per size
Organic Impurities in Fine Aggregates	ASTM C40	\$55.00	each
Resistance "R" Value	CTM 301	\$290.00	each
Sand Equivalent, 1 point	CTM 217	\$85.00	each
Sand Equivalent, 3 points	CTM 217	\$125.00	each
Sieve Analysis - Coarse or Fine	ASTM C136, CTM 202	\$100.00	each
Sieve Analysis - Passing No. 200 only	ASTM C117	\$90.00	each
Sodium Sulfate Soundness	ASTM C88, CTM 214	\$120.00	per size
Specific Gravity and Absorption (Coarse or Fine)	ASTM C127, C128	\$120.00	each

ASPHALT CONCRETE

Asphalt Content (Ignition Oven)	ASTM D6307, CTM 382	\$240.00	each
Hveem Compacted Unit Weight, 1 point	ASTM D1560/D2726		
	CTM 304/308	\$95.00	each
Laboratory Test Maximum Density (LTMD), 5 points	CTM 375	\$350.00	each
Marshall Compacted Unit Weight, 1 point	ASTM D6926/D2726	\$90.00	each
Sieve Analysis of AC Aggregate (Coarse and Fine)	ASTM D5444, CTM 202	\$165.00	each
Stabilometer Value, 1 point	CTM 366	\$125.00	each
Theoretical Maximum Density	ASTM D2041, CTM 309	\$150.00	each
Thickness of AC Cores	ASTM D3549	\$10.00	each
Unit Weight of AC Cores	ASTM D2726, D1188, CTM 308	\$50.00	each



LABORATORY SERVICES

CONCRETE

Compression Test, Concrete Cylinder	ASTM C39	\$25.00	each
Compression Test, Concrete Cylinder - Hold	ASTM C39	\$20.00	each
Compression Test, Concrete Core	ASTM C42, C39	\$70.00	each
Compression Test, Shotcrete Core	ASTM C42, C39	\$70.00	each
Compression Test, High Strength Grout	ASTM C1107/C109	\$35.00	each
Concrete Cylinder Mold		\$4.00	each
Density / Unit Weight of Concrete	ASTM C567, C642	\$50.00	each
Flexural Strength Test, Concrete Beam	ASTM C78	\$95.00	each
Laboratory Drying Shrinkage Test, per beam	ASTM C157	\$175.00	each
Splitting Tensile Test, Concrete Cylinder	ASTM C496	\$75.00	each

MASONRY

Brick			
Compression Test	ASTM C67	\$60.00	each
Modulus of Rupture	ASTM C67	\$70.00	each
Absorption	ASTM C67	\$85.00	each
Concrete Masonry Unit			
Compression Test	ASTM C140	\$70.00	each
Absorption & Moisture Content	ASTM C140	\$70.00	each
Linear Drying Shrinkage	ASTM C426	\$175.00	each
Compression Test, Composite Masonry Prism	ASTM C1314	\$95.00	each
Compression Test, Masonry Grout	ASTM C1019	\$35.00	each
Compression Test, Mortar	ASTM C780	\$30.00	each
Core Shear Test	CBC Section 2105A	\$80.00	each
Masonry Core Compression Test	CBC Section 2105A	\$70.00	each

STEEL

Anchor Bolt Tensile Test	ASTM F606	\$95.00	each
Fireproofing Density Test	ASTM E605	\$65.00	each
High Strength Bolt Assembly Laboratory Testing			
Bolt - Wedge Tension Test	ASTM F606	\$70.00	each
Bolt - Proof Load Test	ASTM F606	\$70.00	each
Bolt - Hardness Test	ASTM E18	\$25.00	each
Nut - Proof Load Test	ASTM F606	\$70.00	each
Nut - Hardness Test	ASTM E18	\$25.00	each
Washer - Hardness Test	ASTM E18	\$25.00	each
Prestressing Steel Strand Tensile Test	ASTM A416/A1061	\$125.00	each
Reinforcing Steel (Rebar) Tensile Test			
Up to No. 7	ASTM A615, A706/A370	\$70.00	each
From No. 8 through No. 14	ASTM A615, A706/A370	\$95.00	each
Reinforcing Steel (Rebar) Bend Test	ASTM A615, A706/A370	\$35.00	each
Structural Steel Tensile Test			
Up to 3/4"	ASTM A370	\$70.00	each
Sizes Larger Than 3/4"	ASTM A370	\$95.00	each
Machining of Test Specimens		cost plus %20	
Structural Steel Hardness Testing	ASTM E18	\$75.00	each
Torque Wrench Calibration (minimum of 4 wrenches)		\$75.00	each
Weld Assembly, Guided Bend/Macroetch/T-Bend Test	AWS D1.1, ASTM E190	\$75.00	per test
Welder Qualification Test Inspection		\$80.00	per hour
Welder Qualification Test Record		\$95.00	each

TESTING SERVICES

Laboratory Technician		\$75.00	per hour
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AGREEMENT

BETWEEN

COLUSA UNIFIED SCHOOL DISTRICT

AND

**RIVERCITY GEOPROFESSIONALS, INC.
dba WALLACE KUHL & ASSOCIATES**

FOR

**COLUSA HIGH SCHOOL ADA RESTROOM UPGRADES AND GYMNASIUM HVAC
REPLACEMENT**

PROFESSIONAL SERVICES AGREEMENT

FOR

SPECIAL INSPECTION AND MATERIAL TESTING SERVICES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 9th day of August, 2016, by and between RiverCity Geoprosessionals, Inc. dba Wallace Kuhl & Associates a Special Inspection and Materials Testing Consultant, California Corporation (hereinafter "Consultant"), and Colusa Unified School District (hereinafter "District") for Consultant to furnish, in accordance with the following provisions, the services set forth below in connection with District's **Colusa High School ADA Restroom Upgrades and Gymnasium HVAC Replacement** (hereinafter "Project").

The following designated Exhibits are incorporated fully into and made a part of this Agreement:

- Exhibit A – General Terms and Conditions, Professional Services
- Exhibit B – Scope of Consultant's Basic Services
- Exhibit C – Fees and Hourly Rates
- Exhibit D – Reimbursable Costs/Expenses
- Exhibit E – DOJ Certification and List of Employees Authorized to Come on to School Campuses

The parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES

Professional Services to be provided under this Agreement shall be as described in Exhibit B hereto.

2. TIME OF PERFORMANCE

Work shall begin upon written authorization from District and shall continue until August 31, 2016.

3. DEPARTMENT OF JUSTICE FINGERPRINTING:

Required ☒ [X]

Not Required ☐ []

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day, month, and year so stated above.

DISTRICT:

Colusa Unified School District
745 Tenth Street
Colusa, CA 95687

By: Mr. Dwayne Newman
Superintendent

CONSULTANT:

RiverCity Geoprosessionals, Inc. dba
Wallace Kuhl & Associates
3050 Industrial Blvd.
West Sacramento, CA 95691

By: David R. Gius
Title: President/CEO

SIGNATURE: _____

SIGNATURE: _____

DATE: _____

DATE: _____

EXHIBIT A

GENERAL TERMS AND CONDITIONS, PROFESSIONAL SERVICES CONTRACTS

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ARTICLE 1. BASIC SERVICES OF CONSULTANT

A. Time: Time is of the essence in the Agreement. Consultant shall begin its services on the date specified in the Agreement, and shall complete its services within the stated time and in accordance with any applicable Project schedule. The time for performing services under the Agreement may be extended only in writing and by mutual consent of the parties.

B. Basic Services Defined: Consultant's Basic Services shall include Project Inspection Consulting Services, as described more specifically in **Exhibit B** to the Agreement, all in accordance with all terms of the Agreement and applicable laws and regulations. If any conflict exists in describing the Basic Services, the provision reflecting the broader scope of Basic Services shall control.

C. Trust and Confidence: Consultant accepts the relationship of trust and confidence established between District and Consultant by the Agreement.

D. Consultant's Skills and Compliance with Professional Standards: Consultant represents and warrants that it is skilled in the professional calling necessary to perform all services, duties and obligations required by the Agreement; that it is familiar with the statutes, regulations, and other requirements applicable to its Basic Services, including any laws applicable to public schools and/or public school construction; that all of its work will conform to current law and professional practices and standards regarding such requirements; and that Consultant will exercise due professional care and will cooperate with any contractor, other consultant, or construction manager also employed by District in connection with the Project. Consultant further represents and warrants to the District that it has all licenses, permits, qualifications, and approvals of whatever nature that are required to practice its profession, and that it will keep all such licenses and approvals in good standing and effect during the term of the Agreement. Consultant shall perform its work in accordance with requirements imposed by any and all governmental authorities having jurisdiction over the Project. Consultant agrees to perform its work with the skill and judgment of a prudent professional practicing in California and in the most expeditious and economical manner consistent with the interests of District.

E. DIR Registration: Consultant, and any and all sub-consultants, shall be registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5, and shall maintain current registration throughout the term of the Agreement.

F. Responsibility for Work: Any review, approval or acceptance of any of Consultant's work under the Agreement shall not relieve Consultant from responsibility for errors and/or omissions in its work or the work of its sub-consultants.

G. Compliance with Laws: At its sole cost and expense, and as part of its Basic Services, Consultant shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of its work, including those relating to safety of its employees and sub-consultants, hazardous materials, and equal employment opportunities; obtain all permits and licenses necessary for performance of its work; pay all wages, fees, benefits, and other amounts due to personnel and sub-consultants in connection with their performance of services and as required by law; pay all local, state, and federal taxes associated with its work; and pay all amounts required by law in connection with employees including, but not limited to, Social Security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance premiums. Upon District's request, Consultant shall furnish evidence satisfactory to District that any or all of the foregoing obligations have been fulfilled.

H. Independent Contractor: Consultant shall be an independent contractor, and neither Consultant nor any employee of Consultant or its sub-consultants shall be deemed to be an employee of District.

I. No Relation with Sub-consultants: Nothing in the Agreement shall create any contractual relation between District and any sub-consultants, or their agents and employees, employed by Consultant. No sub-consultants, agents, employees or other parties are third party beneficiaries of the Agreement. Consultant shall be responsible to District for the acts and omissions of its employees, sub-consultants, and their agents and employees, and other persons performing any of the work under the Agreement.

J. Confidential Information: Consultant shall not, either during or after the term of the Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of District or the operations or procedures of District, or any other information specifically designated as confidential by District, without the prior written consent of District. Consultant shall require of its sub-consultant's similar agreements not to disclose such confidential information.

ARTICLE 2. SCHEDULE

A. Consultant shall perform in accordance with the time specified in the Agreement and any Project schedule applicable to Consultant's services. Any Project schedule shall include reasonable time for Consultant to perform its services and for District to review and respond to any of Consultant's deliverables. Any schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character, or size of the Project, or for delays beyond Consultant's reasonable control.

B. If Consultant fails to perform its obligations under the Agreement within the time(s) specified in the Agreement and any approved Project schedule and thereby delays the Project, District may withhold monthly progress payments until all work at issue is completed or the schedule for Consultant's work has been recovered. This remedy shall be in addition to, and not in derogation of, District's other rights and remedies relating to Consultant's default.

ARTICLE 3. FINGERPRINTING

Education Code section 45125.2 shall apply to the Agreement. The District administrator initiating and/or responsible for the Agreement shall determine whether fingerprinting is required of Consultant and/or its employees under section 45125.2. Once such determination is made, the administrator shall verify the determination on the signature page of the Agreement. If District concludes that fingerprinting is required, the following shall apply:

1. Consultant shall, prior to commencement of any work under the Agreement, comply with Education Code section 45125.2(a)(2) (continual supervision by an employee of Consultant who has not been convicted of a

serious or violent felony). Consultant shall require any person affiliated with Consultant (or, in appropriate cases, himself or herself) to be fingerprinted by the Department of Justice ("DOJ") if that person will have unsupervised access to school campuses. Upon verification from DOJ that those persons fingerprinted have no record of a serious or violent felony, Consultant will certify in writing that neither Consultant nor any individuals affiliated with it (who shall be identified by name) who may come into unsupervised contact with pupils have been convicted of a felony as defined in Education Code section 45122.1. In addition, Consultant shall submit the names of those persons who have received clearance and are authorized to have unsupervised access to school campuses. Any person whose name is not on the cleared list may not have such access. For any person who is not cleared, Consultant must make arrangements with District for appropriate access. No person with a violent or serious felony as reported by DOJ may have access to the school campuses.

2. Failure to comply with this provision, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by Consultant, shall constitute grounds for termination of the Agreement.

ARTICLE 4. EXTRA SERVICES OF CONSULTANT

A. Changes in Consultant's Services: District, without invalidating the Agreement, may change Consultant's Basic Services by written notice to Consultant of such change. In addition, the scope or duration of Consultant's Basic Services may be changed by actions beyond the control, fault, or neglect of Consultant or its sub-consultants and require performance beyond the time currently estimated under the Agreement. Such additional services are referred to as herein as Extra Services.

B. Notice to District: Consultant shall promptly notify District if Consultant has been directed or otherwise caused to perform Extra Services, and if the Extra Services are expected to increase or decrease Consultant's costs and compensation, the duration of Consultant's services, or both. Failure to provide written notice to District of an expected increase in time, cost or compensation prior to performing the Extra Services, and no later than fourteen (14) days following District's written notice of a change to Basic Services or another event causing a change, shall absolutely waive Consultant's right to any increase in time or compensation.

C. Pricing of Changes: Following timely notice, District and Consultant shall negotiate in good faith regarding changes to time and/or compensation. Absent a different agreement between District and Consultant, Extra Services shall be performed on a time and materials basis calculated in accordance with the hourly rates set forth in **Exhibit C** and for such reimbursable expenses addressed below in Article 8. If Consultant will use sub-consultants to perform Extra Services, those sub-consultants and their billing rates must be approved in advance by District. For such approved sub-consultants, Consultant may invoice District at one hundred ten percent (110%) of the direct billings of the sub-consultants.

D. Documenting Changes: All Extra Services affecting the duration of the Agreement or compensation shall be documented in a written amendment executed by District and Consultant. Prior to Consultant performing any Extra Services, either a) District and Consultant shall execute an amendment encompassing such services or b) District shall acknowledge in writing that it is directing the performance of Extra Services prior to executing an amendment. No claim for any additional compensation or time shall be valid unless authorized by a written amendment.

ARTICLE 5. CONFLICTS OF INTEREST

Consultant shall not have a familial, financial, or investment interest in any of the persons, contractors or companies with responsibilities related to the Project. A familial interest exists if any of Consultant's officers, directors, employee(s) providing professional services on the Project, or owners of 10% or more of the business is the spouse, sibling, parent, child, grandparent, grandchild, aunt/uncle or niece/nephew of any of the officers, directors, project managers, or owners of 10% or more of the business of any of the persons, contractors or companies with responsibilities related to the Project. Consultant affirms that, to the best of its knowledge, there exists no actual or potential conflict between family, business, or financial interests of Consultant and District. Consultant agrees to advise District of any actual or potential conflicts of interest that may develop subsequent to the date of execution of the Agreement.

ARTICLE 6. ASSIGNMENT AND SUBCONTRACTING

Except as expressly authorized herein, Consultant shall neither assign its rights nor delegate its duties under the Agreement without prior written consent of District. This prohibition of assignment and delegation extends to all assignments and delegations that lawfully may be prohibited by agreement. Except as expressly allowed in the Agreement, Consultant shall not subcontract any of the work to be performed or services to be rendered without the prior consent of District.

ARTICLE 7. DISTRICT'S RESPONSIBILITIES

In addition to any responsibilities stated elsewhere in the Agreement, District has the following responsibilities:

A. District shall provide Consultant with access to the Project site necessary for Consultant to perform its obligations hereunder.

B. District shall provide Consultant with documented Project information in its possession that is reasonably necessary for the performance of the Basic Services.

C. District shall furnish all legal advice and services required for the Project.

D. The District designated Capital Program Management, Inc. (CPM), District's representative, as Consultant's primary contact regarding the Project. District's representative, shall be responsible for examining all documents submitted by

Consultant, and shall render decisions and provide additional information in a prompt and effective manner as required to support the Project. District shall notify Consultant of administrative procedures.

E. As provided in further detail below, District shall promptly pay Consultant for all services provided for herein and satisfactorily rendered.

F. District reserves the right to employ other consultants in connection with the Project, or to perform work related to the Project with District's own forces. Consultant shall notify District if any such independent action will in any way compromise Consultant's ability to perform its responsibilities.

ARTICLE 8. COMPENSATION

A. Professional Services: Consultant agrees to perform the Basic Services and any authorized Extra Services, and District agrees to pay Consultant for such services in accordance with **Exhibit C** to the Agreement, or such other rates for Extra Services as may be expressly agreed upon in writing between District and Consultant.

B. Reimbursable Consultant Costs/Expenses: District recognizes that certain costs and expenses associated with the services performed may be reimbursable to Consultant. Categories of costs/expenses that may be considered for reimbursement are defined in **Exhibit D**. Provided that Consultant obtains District's prior written approval, costs/expenses will be reimbursed to Consultant. No claim for any additional compensation or reimbursement shall be valid absent such prior written approval by District. Reimbursement for items requiring coordination by Consultant shall be reimbursed at no more than one hundred ten percent (110%) of the direct billing. Payments to Consultant for reimbursable costs/expenses will be made only after the specific costs/expenses have been incurred and invoicing has been verified by submission of substantiating documentation, such as copies of paid invoices or other documentation confirming that such costs/expenses have been incurred by Consultant.

C. Invoicing: Consultant shall submit one (1) invoice monthly to District, including applicable time records and identification of any deliverables submitted during the billing period, for the work performed the prior month at rates not to exceed those stated in **Exhibit C**. If applicable, Consultant's invoice also shall include reimbursable costs/expenses and Extra Services incurred for the billing period. Invoices requesting reimbursement for costs/expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices) including a copy of District's authorization notice for invoiced item(s). Invoices requesting payment for Extra Services must reflect hours being charged and a copy of District's authorization notice. No payments will be made by District to Consultant for monthly invoices requesting reimbursable or Extra Services absent the prior written authorization of District.

D. Payment: All properly documented and undisputed charges incurred under the Agreement shall be due and payable within thirty (30) days of approval of the invoice. Disputed invoices shall be returned to Consultant within ten (10) working days of receipt.

E. Payment Disputes: District may dispute any invoice or portion thereof which is not properly documented and in accordance with the Agreement. District also may dispute, or on account of subsequently discovered evidence nullify payment on, the whole or a part of any invoice on the grounds of: 1) defective or deficient work product not remedied; 2) failure of Consultant to make payments properly to its employees or sub-consultants; 3) failure to adhere to the project schedule; or 4) other failure of Consultant to comply with the Agreement or the law. For any disputed payment, District shall provide written notice describing its dispute to Consultant. Where a payment is disputed, District may withhold one hundred fifty percent (150%) of the disputed amounts.

ARTICLE 9. INSURANCE

A. Required Policies: Consultant and any sub-consultants shall procure and maintain insurance on all of its operations during the progress of its work on the Project, with reliable insurance companies approved by the State of California Department of Insurance and with a Bests' rating of no less than (B+) Level VII, on forms acceptable to District, for the following minimum insurance coverages, which may be increased or expanded by the Agreement:

1. Workers' Compensation insurance and occupational disease insurance, as required by law;
2. Employer's liability insurance, with minimum limits of \$1,000,000, covering all workplaces involved in the Agreement.
3. Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, \$2,000,000 aggregate. Said insurance shall cover all operations of Consultant, including but not limited to broad form property damage liability and personal injury liability endorsement.
4. Commercial Automobile Insurance (including insurance for hired vehicles) with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
5. Professional Liability Insurance for the Project, written on a "Claims Made Basis," with limits of liability in amounts not less than \$1,000,000 per claim and \$2,000,000 aggregate, insuring Consultant, for its own acts and for the acts of all persons for

whose acts Consultant may be liable, against liabilities arising out of or in connection with negligent acts, errors, or omissions in connection with the carrying out of their professional responsibilities under the Agreement. Consultant shall provide District proof of professional liability insurance coverage for two years following final completion of the Agreement.

B. Additional Terms: All general liability policies shall name District and Program Manager as an additional insured and shall provide that such policy is primary insurance. Consultant shall provide Certificates of Insurance, or other evidence of insurance as requested by District, to District within ten (10) days after receipt by Consultant of the executed Agreement. The certificates shall provide that there will be no cancellation, suspension, voiding or change of coverage without thirty (30) days' prior written notice to District. There shall be no reduction or modification of coverage of insurance required by the Agreement without the written consent of District.

ARTICLE 10. INDEMNITY

A. Consultant shall, with respect to all work which is covered by or incidental to the Agreement, defend, indemnify, and hold harmless District, its officers, directors and employees (collectively "District"), from and against any and all liens and claims asserted by firms or individuals claiming through Consultant, and claims, liability, loss, damage, costs, or expenses, including reasonable attorneys' fees, expert's fees, awards, fines, or judgments, relating to the death or bodily injury to persons, injury to property, design defects, or other loss, damage, or expense to the extent that any of the above that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant. Consultant's duty shall include the duty to defend the indemnitees as required by Civil Code section 2778, which duty shall arise from the need for defense and is not contingent upon a finding of liability for indemnification. Consultant shall not be obligated under the Agreement to indemnify District to the extent that the damage is caused by the sole negligence or willful misconduct of District or its agent or servants other than Consultant.

B. District shall defend, indemnify and hold harmless Consultant, its officers, directors, employees and sub-consultants (collectively "Consultant" in this paragraph) from and against any and all claims, liability, loss, damage, costs or expenses, including reasonable attorneys' fees, expert's fees, awards, fines or judgments, to the extent caused by District's negligent acts, in the performance of its obligations under the Agreement. District's duty shall include the duty to defend the indemnitees as required by Civil Code section 2778, which duty shall arise from the need for defense and is not contingent upon a finding of liability for indemnification. District shall not be obligated under the Agreement to indemnify Consultant to the extent that the damage is caused by the negligence, recklessness, or willful misconduct of Consultant or its agents or servants other than District.

C. Consultant and District each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims.

D. The acceptance by District or its representatives of any certificate of insurance providing for coverage of any kind shall in no event be deemed a waiver of any of the provisions of this Article. None of the foregoing provisions shall deprive District or Consultant of any action, right or remedy otherwise available by law.

ARTICLE 11. DEFAULT AND TERMINATION OF AGREEMENT

A. Consultant Default: If Consultant at any time refuses or neglects to prosecute its work, satisfactorily or in a timely fashion or in accordance with the Project schedule, or is adjudicated as bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without District's consent, or fails to make prompt payment to persons furnishing labor, equipment, or materials, or fails in any respect to properly and diligently prosecute its work, or becomes delinquent with respect to contributions or payments required to be made to any employee benefit programs or trust, or otherwise fails to perform fully any and all of the agreements herein contained, Consultant shall be in default.

B. Cure: If Consultant fails to cure the default within seven (7) days after written notice thereof, District may, at its sole option, take possession of any documents, files (including electronic files), or other materials prepared or used by Consultant in connection with the Project and provide any such work, labor, or materials as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to Consultant under the Agreement.

C. Default Termination: In the event District elects to terminate due to Consultant's default, District shall have the right to immediate possession of all documents, files (including electronic files), and other work in progress prepared by Consultant, whether located at the Project, at Consultant's place of business, or at the offices of a sub-consultant, and may employ any other person or persons to finish the Basic Services and provide the materials therefor. In case of such default termination, Consultant shall not be entitled to receive any further payment under the Agreement until the Basic Services are completely finished. At that time, if the unpaid balance of the amount to be paid under the Agreement exceeds the expenses incurred by District in finishing the Basic Services, then such excess shall be paid by District to Consultant, but, if such expenses shall exceed such unpaid balance, then Consultant shall promptly pay to District the amount by which such expenses exceed such unpaid balance. The expenses referred to in the last sentence shall include expenses incurred by District in causing the services called for under the Agreement to be provided by others, for attorneys' fees, and for any damages sustained by District by reason of Consultant's default or defective work, plus a markup of ten percent (10%) on any and all such expenses.

D. District Default: Consultant may terminate the Agreement for cause upon seven (7) days' written notice to District for any of the following reasons: 1) District fails to timely pay undisputed sums due to Consultant; 2) District assigns the Agreement or transfers ownership of the Project prior to completion of Consultant's services under the Agreement if the assignment or transfer is made without the prior written consent of Consultant; or 3) District suspends the performance of Basic Services and any authorized Extra Services for more than 180 consecutive days. District shall have the right to cure the stated ground for termination within the seven (7) day notice period, and, in the event of cure, Consultant's notice shall become null and of no further force or effect.

E. Termination for Convenience: In addition to the foregoing right to terminate for default, District reserves the absolute right to terminate the Agreement without cause, for any reason whatsoever, upon thirty (30) days' written notice to Consultant. In the event of such a termination without cause, District shall have the right to immediate possession of all documents, files (including electronic files), and other work in progress prepared by Consultant, whether located at the Project, at Consultant's place of business, or at the offices of a sub-consultant, and may employ any other person or persons to finish the Consultant's work and provide the materials therefor. Also in the event of such a termination without cause, Consultant shall be entitled to payment in an amount not to exceed the contract price which shall be calculated as follows: 1) Payment for any deliverable then satisfactorily completed and accepted by District; plus 2) Reimbursable Costs approved and actually incurred by Consultant in connection with performance; plus 3) reasonable costs incurred on incomplete deliverables, not to exceed approved hourly rates for such work or, if a fixed price is established for the deliverable, that portion of the fixed price based on the percentage completion of the deliverable, plus 4) reasonable termination expenses. There shall be deducted from such sums the amount of any payment made to Consultant prior to the date of termination. Consultant shall not be entitled to any claim or lien against District or the Project for any additional compensation or damages in the event of such termination and payment. In addition, District's right to withhold funds under Article 8.E shall be applicable in the event of a termination for convenience.

F. Saving Clause: If the Agreement is terminated by District for default and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a termination for convenience under this Article, and Consultant shall be entitled to receive only the amounts payable hereunder in the event of a termination for convenience.

G. Survival of Obligations: No termination of the Agreement shall excuse or otherwise relieve Consultant of its responsibilities under the Agreement, including, without limitation, the standard of care for its work and services, with respect to any work and/or services performed prior to the date of termination. All of Consultant's responsibilities under the Agreement with respect to work and/or services performed prior to the date of termination shall survive any termination.

ARTICLE 12. RECORDS AND AUDIT

A. Records of Consultant's direct personnel and reimbursable expenses pertaining to any Extra Services on this Project shall be kept on a generally recognized accounting basis and shall be available to District or its authorized representative at mutually convenient times.

B. District or District's authorized representative shall have access, upon reasonable notice and during normal business hours, to any plans, specifications, books, documents, accounting records, personnel records, project correspondence, papers, project files and other records of Consultant and/or its sub-consultants directly or indirectly related to the Project. Such access includes the right to examine and audit such records and make excerpts, transcriptions and photocopies at District's expense from the date of the Agreement through two years after completion of the Agreement.

ARTICLE 13. NOTICE OF CLAIMS AND DISPUTE RESOLUTION

A. Claim Requirements: Consultant shall give written notice of any claims arising out of or relating to the Agreement within five (5) business days of the event(s) giving rise to the claim. Said written notice shall specify the nature, amount and basis of the claim and shall be certified under penalty of perjury and in compliance with the California False Claims Act. Failure to include these required certifications shall constitute grounds for rejection of the claim. Failure to provide notice of the claim within the time limit set forth herein shall constitute grounds for rejection of the claim.

B. Claim Certification: Consultant acknowledges that it has read and is familiar with the provisions of the California False Claims Act (California Government Code sections 12650 *et seq.*). Submission by Consultant of a claim (as the term "claim" is defined in the False Claims Act) to District in connection with the Project, whether on its behalf or on behalf of a sub-consultant, shall constitute a representation by Consultant to District that submission of the claim does not in any respect violate the California False Claims Act. Any party with an interest in the claim, including any sub-consultant(s), shall certify under penalty of perjury the validity and accuracy of any claimed submitted to District, as provided below. Compliance with this claims certification requirement shall be a condition precedent to any obligation District might otherwise have to review the claim, and failure to provide such certification shall constitute a waiver of the claim. The claim certification required by this paragraph shall provide as follows:

CLAIM CERTIFICATION

Under penalty of perjury, and with specific reference to the California False Claims Act, Government Code sections 12650, *et seq.*, I certify that submission of the attached claim is made in good faith; that the supporting data prepared by the undersigned

company is accurate and complete to the best of my knowledge and belief; that submission of the claim to District does not violate the False Claims Act; and that I am duly authorized to certify the claim on behalf of claimant.

Dated: _____

Company: RiverCity Geoprosessionals, Inc.
dba Wallace & Kuhl Associates

Signature

Title

C. Direct Negotiation: Direct Negotiation will be the initial process used by the parties after written notice of any claim arising out of or relating to the Agreement as specified immediately above. Either District or Consultant may make a request for Direct Negotiations as an initial attempt to resolve any claim, dispute, or other matter arising out of the Agreement. Direct Negotiation representatives of the parties shall be District's designated representative and Consultant's designated representative. Any requested Direct Negotiation will take place at the Project or at a mutually agreeable location specified by the parties' designated representatives. Direct Negotiations shall take place as soon as reasonably practical after the request for Direct Negotiation. The parties shall negotiate in good faith in an effort to resolve the claim, dispute, or other matter arising out of the Agreement. Each party shall document the results of the Direct Negotiation and these documents shall be exchanged between the parties.

D. Mediation: The parties agree that all claims, disputes or controversies between the parties arising out of or relating to the Agreement, or breach thereof, shall initially be submitted to non-binding mediation before a mediator mutually agreed upon by the parties. The costs and fees of the mediator shall be paid equally by the parties. The parties shall negotiate in good faith in an effort to reach an agreement with respect to the claim, dispute or controversy. Neither party shall commence or pursue arbitration or litigation until the completion of mediation proceedings. No mediation shall be initiated prior to the completion of the Project or termination of the Agreement, whichever is earlier.

ARTICLE 14. ADDITIONAL PROVISIONS

A. Successors and Assigns: District and Consultant each binds itself, its partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in

respect to all covenants, agreements and obligations contained in the Agreement. Consultant shall not assign the Agreement or sublet it in whole or part without the written consent of District, nor shall Consultant assign any moneys due or to become due to it hereunder without the prior written consent of District.

B. Written Notice: All notices or other communications provided for by the Agreement shall be in writing and shall be sent by 1) personal delivery, 2) nationally-recognized overnight delivery service (such as Federal Express) which provides evidence of delivery, 3) first class United States mail (postage prepaid), registered or certified, return receipt requested, or 4) e-mail with a copy by first class U.S. mail. Notice shall be deemed received on the date actually delivered if delivered by personal delivery, overnight delivery, or U.S. Mail with return receipt requested and delivered during normal business hours on a business day. Notice by e-mail shall be deemed delivered on the date of transmission, unless the same is after 5:00 p.m. or on a weekend or holiday, in which event delivery shall be on the next business day. A party may change its address for notices under the Agreement by giving notice as provided herein. Notices shall be sent to the following addresses:

District:

Colusa Unified School District
745 Tenth Street
Colusa, CA 95687

Consultant:

RiverCity Geoprosessionals, Inc. dba
Wallace & Kuhl Associates
3050 Industrial Blvd.
West Sacramento, CA 95691

C. Unenforceability of any Clause: If any clause or provision of the Agreement is held to be unenforceable or invalid, then that provision of the Agreement shall be stricken and the remaining portion shall remain in full force and effect.

D. Non-Discrimination: Consultant shall not discriminate against any employee or potential employee on the basis of prohibited criteria, as defined in Government Code section 12940.

E. Entire Agreement: The Agreement, including all exhibits, represents the entire and integrated agreement between District and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only in writing and executed in the same manner as the Agreement.

F. Interpretation: The Agreement shall be construed and interpreted in accordance with the laws of the State of California.

EXHIBIT B

BASIC SERVICES OF CONSULTANT

The Inspector's Services shall include but not be limited to the following tasks:

- A.** Provide to the District services necessary to assure projects plans and construction activities comply with California Building Code ("CBC") requirements and Division of the State Architect ("DSA") Structural Test and Inspections (DSA form SSS 103-1).
- B.** Attend the Pre-Construction Meeting(s) with the District, District Representative, architect, project inspector, all contractors and subcontractors and explain the inspection requirements, coordination procedures, and notification requirements in the meeting.
- C.** Coordinate with contractor, project inspector, and subcontractors scheduling of necessary special inspections and material sampling.
- D.** Develop procedures to ensure timely inspections to not impede contractor's progress.
- E.** Provide all test results and reports in a timely manner.
- F.** Provide daily reports for all special inspection activities.
- G.** Attend job site construction meetings as requested when specific need may require.
- H.** Provide all necessary DSA reporting and documentation in a timely manner including: inspector approval forms, interim and final verified reports, project inspector notifications, project inspection card approvals, material test results, and all additional required project and close-out documentation for the DSA application number in accordance with DSA Procedure for Construction Oversight Process.

EXHIBIT C

FEES AND HOURLY RATES

- A. **Compensation for Basic Services:** For performing the Basic Services, District shall compensate Consultant at an hourly not-to-exceed fee of Seven Thousand Six Hundred Eighty dollars (\$7,680.00) through August 31, 2016. Included in the fee is a reasonable expense allowance in the amount of Five Hundred dollars (\$500.00). Allowable reimbursable expenses are defined in Exhibit D, and must be pre-approved by District.

- B. **Hourly Rates:**

Standard hourly rate:

Principal Engineer / Geologist	\$160.00 per hour
Senior Engineer / Geologist	\$160.00 per hour
Senior Environmental Scientist	\$160.00 per hour
Project Engineer / Geologist	\$135.00 per hour
Project Environmental Scientist	\$135.00 per hour
Senior Staff Engineer / Geologist	\$125.00 per hour
Senior Staff Environmental Scientist	\$125.00 per hour
Staff Engineer / Geologist	\$120.00 per hour
Staff Environmental Scientist	\$120.00 per hour
Senior Environmental Technician	\$95.00 per hour
Senior / Supervising Technician	\$95.00 per hour
Draft person / GIS Technician	\$90.00 per hour
Administrative Assistant	\$70.00 per hour

Holiday hourly rate: \$ _____.00 per hour

Holidays are defined as follows:

- A. January 1, New Year's Day
- B. President's Day
- C. Memorial Day
- D. July 4, Independence Day
- E. Labor Day
- F. Thanksgiving Day
- G. December 25, Christmas

If New Year's Day, Independence Day, or Christmas falls on a Sunday, then the following Monday shall be a holiday.

EXHIBIT D

REIMBURSEABLE COSTS/EXPENSES

- A. **Consultant's Expenses:** Consultant may request District approval for reimbursement of the following expense items:
1. Costs of postage, overnight delivery charges, or other necessary delivery charges.

EXHIBIT E

DOJ CERTIFICATION

I, David R. Gius, on behalf of RiverCity Geopprofessionals, Inc. dba Wallace & Kuhl Associates, certify that, pursuant to Education Code Section 45125.1 and Article 24 of this Agreement, this business entity has conducted the required criminal background check(s) of all persons who will be providing services to the Colusa Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5(c) and/or 1192.7(c). I understand that this Certification is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. As further required by Education Code 45125.1, attached hereto is a list of names of the employees or agents of Wallace & Kuhl Associates who will be providing services to Colusa Unified School District and who are required to be fingerprinted as provided in the Agreement. I agree to keep this list current and to notify the Colusa Unified School District of any addition/deletions as they occur.

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

Executed on _____, in _____, California.

(Seal of business)

By: _____
Name

Date

EXHIBIT E (Continued)

DOJ CERTIFICATION
List of Employees Authorized
To Come On To the School Campus

Name:	At the Colusa Unified School District (list campus if applicable)
	Egling Middle School

TOP TIER DATACOM



PO Box 1225
Roseville, CA 95678

Tel 916.595.9395
Fax 916.265.1352

service@toptierdatacom.com
Contractors Lic # 880492

Proposal

Date Entered 7/15/2016

Proposal # 567

Prepared For:

~~COLUSA COUNTY OFFICE OF EDUCATION~~
745 10th St.
Colusa, CA 95932

Colusa Unified School Dist.

Due By: 9/15/2016

P.O. #:

Requested by: Jeremy Miller

Item	Description	Qty	Cost	Total
cable 1 voice/data	745 10th Street - cat6 PVC cabling - Prevailing wage 60 hours total (2 techs) includes removal of old cable, test and label	1	6,904.00	6,904.00
cable 1 voice/data	Quad cat6 drop (x3)	3	0.00	0.00
cable 1 voice/data	Dual cat6 drop (x17)	17	0.00	0.00
Patch panel 48por...	Patch panel 48 port cat6	1	0.00	0.00
cable 1 voice/data	Technology Department cat6 PVC cabling - Prevailing wage 20 hours total (2 techs) includes removal of old cable, test and label	1	4,677.50	4,677.50
cable 1 voice/data	Quad cat6 drop	4	0.00	0.00
cable 1 voice/data	Dual cat6 drop	2	0.00	0.00
cable 1 voice/data	Single cat6 drop	1	0.00	0.00
Patch panel 24por...	Patch panel 24 port cat6	1	0.00	0.00
CABLING-	Innerduct/6 strand OM3 fiber from MDF to IDF 150'	1	0.00	0.00
SERVICES	Leviton wall mounted 12 port fiber enclosure	2	191.42	382.84T

I hereby acknowledge and accept above contract to deliver and install equipment/labor listed. New equipment will be warranted for 1 year after completion of installation. Used/refurbished equipment will be noted as used and will be warranted for 90 days after completion of installation.

Subtotal \$11,964.34

Accepted by: Date:

Sales Tax (7.5%) \$28.71

Total \$11,993.05



Bid Proposal

July 01, 2016

Project: Colusa USD – District Office Network Cabling

TEC-COM is pleased to provide this Bid Proposal for the “Colusa USD – District Office Network Cabling” project.

Our proposal is based on prevailing wage pay rates, information provided by Colusa USD (Jeremy Miller) and attached (proposed locations) drawing.

Tec-Com is a Panduit Certified installer and can provide manufacturer (lifetime) warranty on installed items.

SCOPE OF WORK

Network Cabling (Cat 6):

1. Provide and install new conduit stub (from above floor to below building) in existing IDF / MDF to support new Cat 6 & Fiber Optic Cabling.
2. Provide and install Qty. 1 – 6 strand / multi-mode fiber optic cable (in innerduct) and associated hardware from existing MDF to existing IDF.
3. Provide surface mount raceway (where needed) for newly installed cabling.
4. Provide and install Cat 6 riser rated cables and associated hardware from associated MDF / IDF to locations indicated on drawing.
 - MDF – 18 locations / 42 total cables
 - IDF – 10 locations / 22 total cables
5. Provide and install cable hangers where needed to support newly installed cabling.
6. Label & test newly installed cabling.
7. Provide Qty. 2 – Cat 6 patch cords for every new Cat 6 cable installed.
8. Provide Qty. 2 – Fiber optic patch cords for new fiber cable installed.
9. Provide as-built drawing, warranty & test result documentation package.

EXCLUSIONS:

1. AV / Network / Telephone equipment and or hardware (switches, Access Points, etc.).
2. MDF / IDF Racks (existing).
3. Final connections (patching) from new cabling to owners' equipment.

Project Pricing:

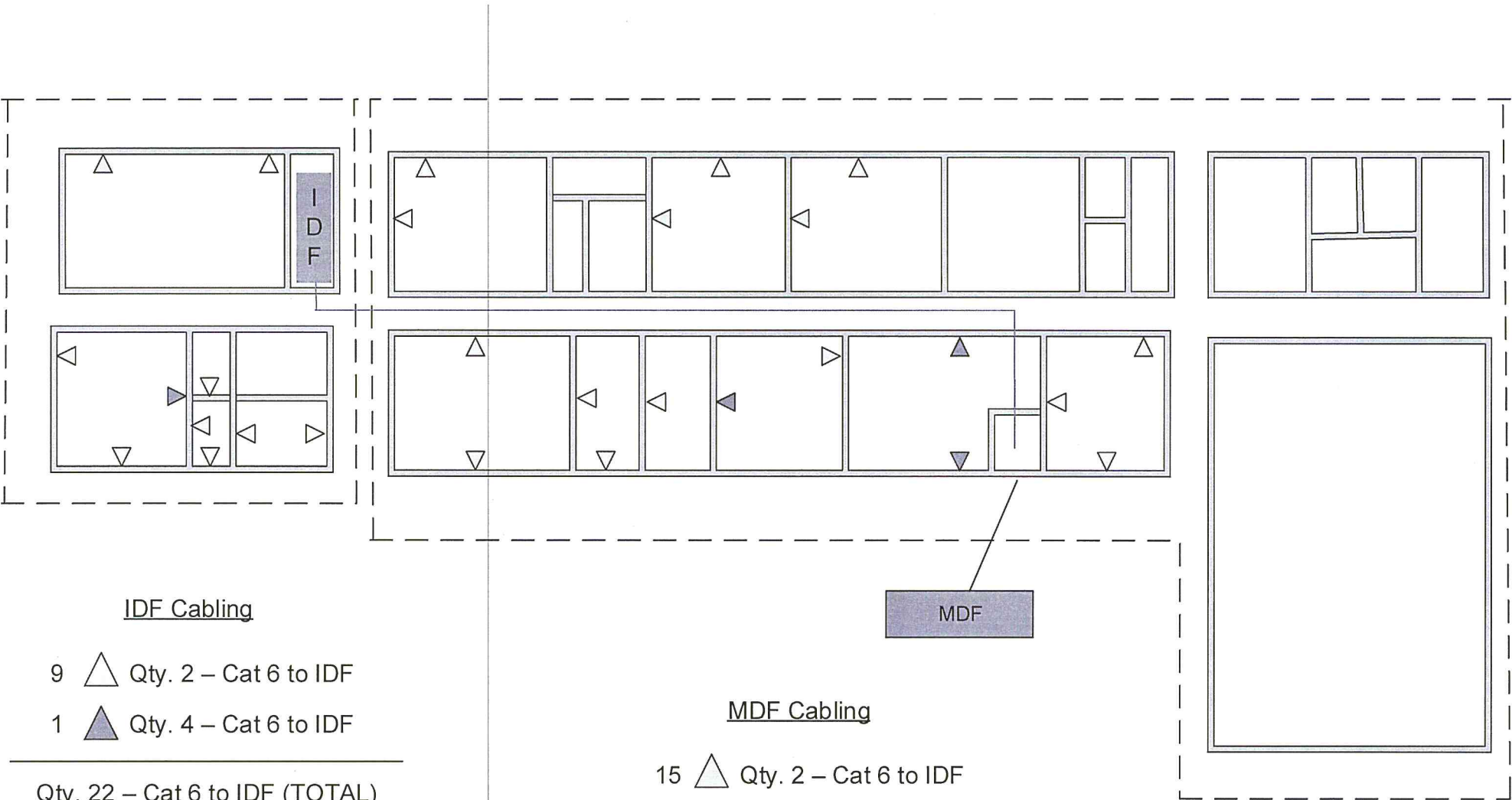
Labor & Material:.....:\$12,130.00

All pricing includes tax, freight and is good for 60 days from date of proposal.


Authorized Signature _____


Ryan Cetko
Ryan Cetko – C.O.O / Estimator

Date 07-01-2016




IDF Cabling


9  Qty. 2 – Cat 6 to IDF

1  Qty. 4 – Cat 6 to IDF

Qty. 22 – Cat 6 to IDF (TOTAL)

MDF Cabling

15  Qty. 2 – Cat 6 to IDF

3  Qty. 4 – Cat 6 to IDF

Qty. 42 – Cat 6 to IDF (TOTAL)

Qty. 1 – 6 Strand Fiber Optic Cable (multi-mode / 62.5um) in innerduct

T e c - c o m

P.O. Box 1626
Yuba City, CA., 95992
(530) 751-2155

**Colusa Unified School District
District Office Cabling**

06-30-16



AMS.NET, Inc.
502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

Customer Price Quote

Customer

Colusa Unified School District
745 10TH St
Colusa CA, 95932-2220 US
ATTN: Jeremy Miller

Ship To

Colusa Unified School District
745 10TH St
Colusa, CA 95932-2220
ATTN: Jeremy Miller

Quote Description

DO Cabling

Quote #	#Q-00010808
Project #	82781
Modified	7/1/2016
Account Mgr.	Drew Stark
AM Phone	(925) 245-4771
AM Email	dstark@ams.net
Inside Account Mgr.	Dave Gilland
IAM Phone	(925) 245-6125
IAM Email	dgilland@ams.net
Quote Exp.	6/29/2017

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
1	10136339 Berk-tek Cat 6 PVC Blue Berk-Tek Berk-Tek Boxed (Reel) Cable - Copper	Berk-Tek	12.00	\$287.43	\$3,449.16
2	61UJK-RL6 Atlas-X1 Cat 6 Component-Rated UTP QuickPort Connector, blue	Leviton Manufacturing Company, Inc.	120.00	\$9.69	\$1,162.80
3	49255-D48 Leviton 48 Port Snap- In Patch Panel Leviton Manufacturing Company, Inc. Leviton Rack Mount Patch Panel Patch Panel - Copper	Leviton Manufacturing Company, Inc.	2.00	\$122.08	\$244.16
4	41080-4xxP Leviton Four(4) Port Ivory Faceplate Leviton Manufacturing Company, Inc. wall plate Cabling	Leviton Manufacturing Company, Inc.	3.00	\$1.93	\$5.79
5	41080-2xxP Leviton Quickport 2-Port Faceplate Leviton Manufacturing Company, Inc. wall plate Cabling	Leviton Manufacturing Company, Inc.	24.00	\$1.93	\$46.32
6	6D460-10L CAT6 Slim Line Patch Cable - Blue 10'	Leviton Manufacturing Company, Inc.	60.00	\$10.37	\$622.20
7	6D460-01L CAT6 Slim Line Patch Cable - Blue 1'	Leviton Manufacturing Company, Inc.	60.00	\$6.29	\$377.40

WIREMOLD MATERIAL

7	PSB1V Wiremold Junction Box Ivory Wiremold Eclipse PN10 Cabling	Wiremold	27.00	\$6.86	\$185.22
8	PN10F86FV Wiremold PN10 Drop Ceiling Connector Ivory Wiremold Eclipse PN10 Nonmetallic Raceway	Wiremold	27.00	\$2.92	\$78.84
9	PN10L08V Wiremold PN10 Surface Raceway Ivory 8' Wiremold Eclipse PN10 Nonmetallic Raceway	Wiremold	60.00	\$3.15	\$189.00

FIBER MATERIAL

10	UPDLCS01 UPC DPLX LC-LC SM 1M	Leviton Manufacturing Company, Inc.	2.00	\$16.72	\$33.44
11	5R1UMS03 OPT-X 1000I 1RU EMPTY ENCLOSURE	Leviton Manufacturing Company, Inc.	2.00	\$220.65	\$441.30
12	49991SSC FASTCAM SC SM 1/BAG	Leviton Manufacturing Company, Inc.	12.00	\$18.58	\$222.96
13	5F1002LC PLT COMP SC 12F ZIR BLU	Leviton Manufacturing Company, Inc.	2.00	\$63.19	\$126.38
14	AP0061PNU-ILPA 6F 8.3/125 SM TB DIST ARMORED OFNP PLENUM	General Cable	500.00	\$1.72	\$860.00

CHASE MATERIAL

15	3X8 GALVANIZED CONDUIT NIPPLE	GENERIC VENDOR-TUBPA	2.00	\$23.06	\$46.12
16	181-94003 SLOTTED DUCT COVER 4X4 BLACK (6FT/PC)	Tyton	2.00	\$1.85	\$3.70
17	181-44020 TYTON SLOTTED DUCT 4X4 BLACK (6FT/PC)	Tyton	2.00	\$7.29	\$14.58

CABLING MATERIAL

18	43115-15 15' Velcro Bulk Roll, Color Black Leviton Manufacturing Company, Inc. Structured Media Cabling	Leviton Manufacturing Company, Inc.	1.00	\$14.87	\$14.87
19	CAT32HP Caddy J Hook Cat.32HP Erico Cabling Cabling	Erico	40.00	\$2.92	\$116.80



AMS.NET
Technology Solution Provider

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502 Commerce Way, Livermore, CA 94551
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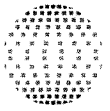
20	CAT64HP Caddy J Hook Cat.64HP Erico Cabling Cabling	Erico	8.00	\$6.17	\$49.36
21	JETLINE 6500' PULL STRING	Jetline	1.00	\$40.04	\$40.04
22	TZES221 3/8 BLACK ON WHITE EXTRA STRENGTH	Brother International	1.00	\$21.32	\$21.32
23	TZES251 1 BLACK WHITE INDUSTRIAL TAPE	Brother International	1.00	\$31.66	\$31.66
24	AMS-CP-CONSUMABLES Cabling Consumables	Cabling	1.00	\$50.00	\$50.00
25	AMS-CP-HARDWARE Cabling: Mounting Hardware	Cabling	1.00	\$100.00	\$100.00

AMS FREIGHT

26	AMS-FREIGHT Freight and Handling	None	1.00	\$30.00	\$30.00
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Labor

27	AMS-CI-CT-FOC AMS.NET will install new CAT6 cabling to 27 locations as to customer request.	AMS.NET	54.00	\$245.00	\$13,230.00
28	AMS-CI-CT-FOC AMS.NET will install new pathway to accommodate new cabling to (2) IDF locations	AMS.NET	2.00	\$245.00	\$490.00
29	AMS-CI-CT-FOC AMS.NET will install new single mode fiber from MDF location to IDF location	AMS.NET	8.00	\$245.00	\$1,960.00
30	AMS-CI-FIBER-TERM Labor: Fiber Termination (Per Termination)	AMS.NET	12.00	\$30.00	\$360.00
31	AMS-CI-WIREMOLD Labor: Wiremold 10' Stick Installation	AMS.NET	8.00	\$60.70	\$485.60
32	AMS-CI-PM-FOC Labor: Project Manager - Cabling	AMS.NET	4.00	\$150.00	\$600.00



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925-245-6100 • 925-245-6150 Fax

www.ams.net

Order Summary

Subtotal	\$25,689.02
Adjustment	\$0.00
Taxes	\$642.28
Total	\$26,331.30



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www.ams.net

Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. Payment made beyond 30 days are subject to a finance charger of 1.5% per month. Customer agrees to pay all collections costs and attorney fees or late payments if applicable. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.

5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.

6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to service@ams.net. A copy of AMS.NET's full RMA policy is available for review online at www.ams.net/services/procurement-and-financing/

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

8. The laws of the State of California will apply to this sale.

9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

AMS.NET Tax ID: 94-3291629

C7 License: 763508

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____



State of California
Commission on Teacher Credentialing
Certification, Assignment and Waivers Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- ☒ Original Declaration of Need for year: 2016-2017
☐ Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Colusa Unified School District District CDS Code: 06-61598

Name of County: Colusa County CDS Code: 06-10060

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

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

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 06 / 14 / 16 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

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

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

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

Dwayne Newman

Name

Dwayne K. Newman

Signature

Superintendent

Title

530-458-4030

Fax Number

530-458-7791

Telephone Number

6/8/2016

Date

745 Tenth Street, Colusa, CA 95932

Mailing Address

dnewman@colusa.k12.ca.us

E-Mail Address

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

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

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

The declaration shall remain in force until June 30, _____.

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

Submitted by Superintendent, Director, or Designee:

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

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

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

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

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

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

LIMITED ASSIGNMENT PERMITS

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

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

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	5
Single Subject	7
Special Education	
TOTAL	12

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

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

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

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

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ☐ Yes ☒ No

If no, explain. Utilize college or university internship programs

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

If yes, how many interns do you expect to have this year? Unknown

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

Chico State University, Chapman, National, Brandman University, and Sacramento State

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