

AGENDA- (Special Board Meeting)
KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES
Board Room 1900 18th Avenue 8:00 a.m.
Kingsburg, CA 93631
June 7, 2016

1. CALL TO ORDER _____

2. SALUTE TO THE FLAG

3. ROLL CALL AND ESTABLISHMENT OF A QUORUM

Members Present _____

Members Absent _____

4. OTHERS PRESENT _____

5. APPROVAL OF AGENDA

Nagle: _____ Thomsen: _____ Jackson: _____ Lunde: _____ Serpa: _____

Motion _____ Second _____ Vote _____

6. PUBLIC COMMENT

A special meeting of the Board of Trustees of the Kingsburg Joint Union High School District has been duly called at the hour of 8:00 a.m. in the board room at Kingsburg Joint Union High School District to consider the following items of business to be upon the agenda:

Public Comment

The Public Comment portion of the agenda provides an opportunity for the public to address the Governing Board on items within the Board's jurisdiction and which are not already on the agenda. The Board of Education is prohibited by law from taking action on matters discussed that are not on the agenda and no adverse conclusions should be drawn if the Board does not respond to public comments made at this time. Concerns will be referred to the Superintendent's office for review and response. Speakers should limit their comments to three (3) minutes. Twenty (20) minutes per issue will be allowed. Any person who wishes to speak during this time should rise and be recognized by the President. Speakers should state their name and the subject of their remarks. These time limits may be extended by action of the Board as necessary.

Board Room Accessibility: The Kingsburg Joint Union High School District encourages those with disabilities to participate fully in the public meeting process. If you need a disability related modification or accommodation, including auxiliary aids or services to participate in the public meeting, please contact the Administrative Assistant to the Superintendent at 897-7721 at least 48 hours before the scheduled Board of Trustees meeting so that we may make every reasonable effort to accommodate you [Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132.)]

7. ACTION

- 7.1 Resolution #R24-1516 Energy Efficiency Project1
- 7.2 First Amendment to Kingsburg Construction Agreement/Construction Terms Exhibit C10

8. DISCUSSION

None

9. CLOSED SESSION – Notice to Public: (Closed Session Items Covered by Law May Be Requested Or Called For As Per: Government Codes: 54954.3; 54956.7; 54956.8; 54956.86; 54956.9 (a), (b), (c); 54956.95; 54957; 54957.6; 54957.8 and Education Codes: 48900; 49070.)

9.1 Consideration of discipline in the matter of KHS-22-151635
(Education Code 48900-48925)

9.2 KHS Staff: Music Accompanist42

Government Code section 54956.9 (b) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant Exposure to Litigation: One (1) case

9.1 From _____ to _____

9.2 & Conf. From _____ to _____

10. ADJOURNMENT _____
(Time)

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____

Nagle: _____ Thomsen: _____ Jackson: _____ Lunde: _____ Serpa: _____

ISSUE: Presented to the Board is Resolution #R24-1516 Energy Efficiency Project, where Kingsburg Joint Union High School District desires to reduce rising costs of energy at its facilities and TerraVerde Renewable Partners, LLC provides analysis showing these benefits.

ACTION: Approve or deny Resolution #R24-1516 Energy Efficiency Project.

RECOMMENDATION: Recommend approval.

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____
Nagle: _____ Thomsen: _____ Jackson: _____ Lunde: _____ Serpa: _____



KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

1900 18th Avenue • Kingsburg, California 93631 • (559) 897-7721 • FAX (559) 897-7759

Randy Morris, Superintendent

Board of Trustees: Rick Jackson, Brent Lunde, Steve Nagle, Mike Serpa, Johnie Thomsen

BEFORE THE BOARD OF EDUCATION OF THE KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT FRESNO COUNTY, CALIFORNIA

RESOLUTION NO. R24-1516

RESOLUTION MAKING FINDINGS ON ENERGY SAVINGS AND DETERMINING OTHER MATTERS IN CONNECTION WITH ENERGY EFFICIENCY PROJECT

WHEREAS, it is the policy of the State of California and the intent of the State Legislature to promote all feasible means of energy conservation and all feasible uses of alternative energy supply sources; and

WHEREAS, Kingsburg Joint Union High School District (“District”) desires to reduce the steadily rising costs of meeting the energy needs at its facilities; and

WHEREAS, TerraVerde Renewable Partners, LLC (“TerraVerde”), has provided the District with analysis showing the benefits of implementing certain energy conservation measures, and TerraVerde’s analysis (“Analysis”) is attached hereto as Exhibit A and made part hereof by this reference; and

WHEREAS, the District proposes to enter into an energy services agreement and related contract documents (“Energy Services Agreement”) with Mark Wilson Construction (“Contractor”), pursuant to which Contractor will install and implement on District property certain energy saving improvements, including lighting retrofit, HVAC replacement, occupancy sensor installation, PC management software installation, and other energy conservation and efficiency measures which will result in greater energy efficiency and cost savings for the District sites on which such improvements and measures are located (“Project”); and

WHEREAS, the sites where such facilities will be located are: Kingsburg High School and Oasis Continuation High School; and

WHEREAS, the Analysis includes data showing that the anticipated cost to the District for the conservation services provided by the Project will be less than the anticipated marginal cost to the District of electrical energy that would have been consumed by the District in the absence of those purchases; and

WHEREAS, the Board of Trustees (“Board”) proposes to enter into the Energy Efficiency Agreement substantially in the form presented at this meeting, subject to such

changes, insertions or omissions as the Superintendent or other designee reasonably deems necessary following the Board's adoption of this Resolution; and

WHEREAS, pursuant to Government Code section 4217.12, the Board has held a public hearing, public notice of which was given at least two weeks in advance, to receive public comment; and

WHEREAS, the District's proposed approval of the Energy Efficiency Agreement is a project for purposes of the California Environmental Quality Act ("CEQA"); and

WHEREAS, the Guidelines for CEQA, California Code of Regulations Title 14, Chapter 13 ("State CEQA Guidelines"), exempt certain projects from further CEQA evaluation, including the following: (1) projects consisting of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing use ("Class 1 Exemption; Cal. Code Regs., tit. 14, § 15301); (2) projects consisting of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced ("Class 2 Exemption; Cal. Code Regs., tit. 14, § 15302); (3) projects consisting of the new construction or conversion of small structures ("Class 3 Exemption"; Cal. Code Regs., tit. 14, § 15303); (4) projects consisting of the construction or placement of minor accessory structures to existing facilities ("Class 11 Exemption"; Cal. Code Regs., tit. 14, § 15311); and (5) projects consisting of minor additions to existing schools ("Class 14 Exemption"; Cal. Code Regs., tit. 14, § 15314), and the Project is categorically exempt under one or more of such exemptions; and

WHEREAS, the Project does not involve any of the following and so is eligible for a categorical exemption as described above under State CEQA Guidelines section 15300.2:

- (a) the cumulative impact of successive projects of the same type in the same place, which over time are significant;
- (b) an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances;
- (c) a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway;
- (d) a hazardous waste site which is included on any list compiled pursuant to Section 65962.5 of the Government Code; and
- (e) a project which may cause a substantial adverse change in the significance of a historical resource; and

NOW, THEREFORE, based upon the above-referenced recitals, the Board hereby finds, determines and orders as follows:

1. The Board finds that terms of the Energy Efficiency Agreement in the form presented at this meeting are in the best interests of the District.

2. In accordance with Government Code section 4217.12, and based on data provided by the Analysis, the Board finds that the anticipated cost to the District for the conservation services provided by the Project will be less than the anticipated marginal cost to the District of electrical energy that would have been consumed by the District in the absence of those purchases.

3. The Board hereby approves the Energy Efficiency Agreement, which shall be subject to such changes, insertions or omissions as the District's Superintendent or designee reasonably deems necessary.

4. The District's Superintendent or designee is hereby authorized and directed to negotiate any further changes, insertions and omissions to the Energy Efficiency Agreement as are reasonably deemed necessary, and thereafter to execute and deliver the Energy Efficiency Agreement following the Board's adoption of this Resolution. The District's Superintendent or designee is further authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this Resolution and said agreements.

5. The Project is hereby found to be exempt from the requirements of CEQA pursuant to the Class 1, Class 2, Class 3, Class 11 and Class 14 Exemptions, as described above.

6. District staff are hereby authorized and directed to file and process a Notice of CEQA Exemption for the Project in accordance with CEQA and the State CEQA Guidelines, and the findings set forth in this resolution.

The foregoing Resolution was adopted at a meeting of the Board of Education of the Kingsburg Joint Union High School District on June 7th, 2016, by the following vote:

Yes __

No __

Abstain __

Absent __

Mike Serpa
President of the Board of Trustees
Kingsburg Joint Union High School District

CERTIFIED TO BE A TRUE
AND CORRECT COPY:

Brent Lunde
Clerk of the Board of Trustees
Kingsburg Joint Union High School District

EXHIBIT A
ANALYSIS OF BENEFITS
[Attached]



Kingsburg Joint Union High School District



KJUHSD

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

Prop 39 Energy Conservation Project

Exhibit A to 4217 Resolution

6/1/2016

Scenarios Included in this Pro Forma:

Prop 39 / District Funds | District Approved GMP

Kingsburg Joint Union High School District Prop 39 Energy Conservation Project

Financing Structure		Net Operating Benefit Years 1 - 16
District Funds Prop 39		\$1,612,712

Site Name	T8s to LED lamps	Occupancy Sensors	High Efficiency HVAC Units	PC Management Software
Kingsburg High School & Oasis Continuation	Y	Y	Y	Y

Disclaimer & Assumptions:

- 1) Material counts and cost are based on the Guaranteed Maximum Price which was approved by the Kingsburg JHSD Board in May
- 2) Projections are based on 2014-2015 billing data and usage profile. Variation in electricity usage and utility costs will result in variation in savings.
- 3) Projections are subject to electricity rate structure availability and structure over the life of the installations.
- 4) Projections are based on TerraVerde and California Energy Commission ("CEC") calculators to achieve savings to investment ratio ("SIR") of at least 1.05 per CEC guidelines. TerraVerde and the CEC do not guarantee or approve the energy or costs savings projections.
- 5) Projected savings are subject to change pending CEC review of any amendments to the District's Proposition 39 expenditure plan.
- 6) No additional maintenance costs are included in projections. Maintenance activities will be self performed by District staff.



Electricity Assumptions

District Funds Prop 39	Annual Electricity Usage (kWh)		High Efficiency - HVAC Units - Annual Savings (kWh)		High Efficiency - HVAC Units - Annual Cost		Occupancy Sensors - Annual Savings		Occupancy Sensors - Annual Cost		T85 to LED Lamps - Annual Savings		T85 to LED Lamps - Annual Cost		PC Management Software - Annual Savings		PC Management Software - Annual Cost		Subtotal Annual Gross Benefits	Prop 39 Payments Available	PGE Rebates	Measurement & Verification	Subtotal Annual Operating Expenses	Net Operating Benefits	Net Benefits	Cumulative Net Benefits
	Savings (kWh)	Cost (kWh)	Savings	Cost	Savings	Cost	Savings	Cost	Savings	Cost	Savings	Cost	Savings	Cost	Savings	Cost	Savings	Cost								
1	652,257	\$129,326	41,657	63,383	119,659	51,048	275,747	\$8,873	\$13,501	\$25,487	\$10,873	\$58,734	\$0	\$0	\$315,829	\$0	\$0	\$0	\$374,563	\$0	\$0	(\$1,000)	\$374,563	\$374,563		
2	662,041	\$134,499	42,282	64,334	121,454	51,814	279,883	\$9,228	\$14,041	\$26,507	\$11,308	\$61,083	\$0	\$0	\$105,276	\$0	\$0	\$0	\$166,360	\$0	\$0	(\$1,030)	\$165,330	\$539,893		
3	671,871	\$139,879	42,916	65,259	123,276	52,591	284,081	\$9,597	\$14,602	\$27,567	\$11,760	\$63,227	\$0	\$0	\$105,276	\$0	\$0	\$0	\$168,803	\$0	\$0	(\$1,061)	\$167,742	\$708,686		
4	682,051	\$145,474	43,560	66,278	125,125	53,380	288,343	\$9,981	\$15,186	\$28,670	\$12,231	\$66,068	\$0	\$0	\$105,276	\$0	\$0	\$0	\$171,871	\$0	\$0	(\$1,093)	\$170,778	\$880,466		
5	692,282	\$151,293	44,213	67,272	127,002	54,180	292,688	\$10,380	\$15,794	\$29,817	\$12,720	\$68,711	\$0	\$0	\$105,276	\$0	\$0	\$0	\$175,585	\$0	\$0	(\$1,126)	\$174,459	\$1,055,051		
6	702,566	\$157,345	44,876	68,281	128,907	54,993	297,058	\$10,795	\$16,426	\$31,009	\$13,229	\$71,459	\$0	\$0	\$105,276	\$0	\$0	\$0	\$179,300	\$0	\$0	(\$1,159)	\$177,941	\$1,229,992		
7	712,906	\$163,639	45,550	69,306	130,840	55,818	301,514	\$11,227	\$17,083	\$32,250	\$13,758	\$74,317	\$0	\$0	\$105,276	\$0	\$0	\$0	\$183,115	\$0	\$0	(\$1,194)	\$181,521	\$1,404,513		
8	723,300	\$170,184	46,244	70,351	132,803	56,655	306,036	\$11,676	\$17,766	\$33,500	\$14,308	\$77,290	\$0	\$0	\$105,276	\$0	\$0	\$0	\$187,023	\$0	\$0	(\$1,230)	\$185,393	\$1,579,806		
9	733,748	\$176,982	46,956	71,420	134,797	57,505	310,616	\$12,143	\$18,476	\$34,861	\$14,881	\$80,382	\$0	\$0	\$105,276	\$0	\$0	\$0	\$191,005	\$0	\$0	(\$1,267)	\$189,338	\$1,754,468		
10	744,248	\$184,071	47,689	72,521	136,821	58,368	315,266	\$12,629	\$19,276	\$36,337	\$15,476	\$83,397	\$0	\$0	\$105,276	\$0	\$0	\$0	\$195,134	\$0	\$0	(\$1,305)	\$193,329	\$1,929,197		
11	754,801	\$191,434	48,442	73,659	138,889	59,243	320,000	\$13,134	\$20,118	\$37,846	\$16,076	\$86,539	\$0	\$0	\$105,276	\$0	\$0	\$0	\$199,323	\$0	\$0	(\$1,344)	\$197,379	\$2,103,976		
12	765,411	\$199,091	49,213	74,832	140,992	60,132	324,822	\$13,668	\$20,999	\$39,387	\$16,676	\$89,792	\$0	\$0	\$105,276	\$0	\$0	\$0	\$203,681	\$0	\$0	(\$1,384)	\$201,497	\$2,278,473		
13	776,076	\$207,055	49,999	76,048	143,137	61,034	329,733	\$14,224	\$21,920	\$40,959	\$17,280	\$93,163	\$0	\$0	\$105,276	\$0	\$0	\$0	\$208,102	\$0	\$0	(\$1,425)	\$205,677	\$2,453,150		
14	786,894	\$215,337	50,800	77,307	145,321	61,949	334,733	\$14,800	\$22,884	\$42,570	\$17,888	\$96,665	\$0	\$0	\$105,276	\$0	\$0	\$0	\$212,633	\$0	\$0	(\$1,466)	\$210,167	\$2,627,917		
15	803,421	\$223,951	51,624	78,612	147,545	62,879	340,000	\$15,400	\$23,879	\$44,220	\$18,500	\$100,303	\$0	\$0	\$105,276	\$0	\$0	\$0	\$217,333	\$0	\$0	(\$1,508)	\$215,125	\$2,802,842		
Totals	10,881,041	\$2,289,570	445,843	1,057,364	1,996,168	851,590	4,350,965	\$106,529	\$166,529	\$270,330	\$103,349	\$217,721	\$0	\$0	\$526,382	\$0	\$0	\$0	\$1,631,311	\$0	\$0	(\$18,599)	\$1,612,712	\$1,612,712		

Key Project Assumptions

Estimated Electricity Cost Escalator (N)	-4.00%
Estimated Annual Electricity Usage Increase (N)	1.50%
Number of Schools	1
Total Project Cost	\$1,582,231

ISSUE: Presented to the Board is the First Amendment to Pre-Construction Services Agreement between Kingsburg Joint Union High School District and Mark Wilson Construction along with Exhibit C to Pre-Construction Service Agreement stating construction terms between District and Contractor.

ACTION: Approve or deny the First Amendment to Pre-Construction Services Agreement between Kingsburg Joint Union High School District and Mark Wilson Construction.

RECOMMENDATION: Recommend approval.

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____
Nagle: _____ Thomsen: _____ Jackson: _____ Lunde: _____ Serpa: _____

**FIRST AMENDMENT TO PRE-CONSTRUCTION SERVICES AGREEMENT
BETWEEN KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
AND MARK WILSON CONSTRUCTION**

This First Amendment to the Pre-Construction Services Agreement, dated as of September 14, 2015 (“Amendment”) is made and entered into by and between Kingsburg Joint Union High School District, a California public school district (“District”) and Mark Wilson Construction, a Delaware limited liability company (“Owner”) as of June 7, 2016.

RECITALS

WHEREAS, on or about September 14, 2015, the parties entered into a Pre-Construction Services Agreement for the purpose of providing certain construction services for the District’s Energy Efficiency Project at sites within the District (the “Agreement”);

WHEREAS, the parties now intend to amend the Agreement accordingly;

NOW, THEREFORE, the Parties mutually agree as follows:

1. The Agreement is hereby amended and restated in its entirety as follows:
2. This Amendment may be signed in counterparts such that signatures appear on separate signature pages. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Amendment. The parties agree that faxed signatures or e-mailed signatures in portable document format (“pdf”) are binding for this Amendment.
3. This Amendment shall be effective upon execution by the parties and approval by the District’s governing Board.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

MARK WILSON CONSTRUCTION:

BY: _____
TITLE:

CONTRACTOR'S LICENSE NO.

LICENSE EXPIRATION DATE

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT:

BY: _____
TITLE: Superintendent

PRE-CONSTRUCTION SERVICES AGREEMENT

This Pre-Construction Services Agreement (“Agreement”) is entered into as of September 14th, 2015 (“Effective Date”) by and between Kingsburg Joint Union High School District, a California school district organized and existing under the laws of the State of California (the “District”), and **Mark Wilson Construction** (the “Contractor”), for the purposes of providing pre-construction and construction services for its Energy Efficiency Project at sites within the District (hereinafter “Project”).

RECITALS:

WHEREAS, District has retained **Trinity System Group, Inc.** to prepare plans and specifications for the Project (“Plans and Specifications”) pursuant to the provisions of an agreement for architectural services; and

WHEREAS, District wishes to engage Contractor to provide certain pre-construction and construction services for the District with respect to the Project; and

WHEREAS, Contractor represents that it has the knowledge and experience necessary to perform the services set forth in this Agreement; and

WHEREAS, California Government Code section 4217.12 permits public agencies like the District to enter into an energy service contract (as defined in Government Code section 4217.11(f)) on terms that its governing body determines are in the best interest of the public agency if the determination is made at a regularly scheduled public hearing, notice of which is given at least two weeks in advance, and if the governing body finds that the anticipated cost to the public agency for conservation services provided under the energy service contract will be less than the anticipated marginal cost to the public agency of energy that would have been consumed by the public agency in the absence of the energy service contract.

WHEREAS, this Agreement is an energy service contract as defined in Government Code section 4217.11(f) and will be approved by the District’s governing Board in accordance with Government Code section 4217.12.

NOW THEREFORE, in consideration of the covenants and conditions of this Agreement, including the recitals hereof, the parties agree as follows:

1. Contractor’s Pre-Construction Services. Contractor agrees to perform the following services:

(a) *Site Audit.* Contractor shall perform an audit (“Site Audit”) of the Project site(s) and all existing installations and systems for the Project and make written recommendations

relating to scope, constructability, and schedule of the Project. Contractor's Site Audit shall also include: (1) a stakeholder needs assessment; (2) an inventory of existing systems and controls capabilities; and (3) a review the scope of necessary demolition work, if any. The purpose of this Site Audit is to improve the Project's design and minimize unforeseen circumstances. Contractor shall provide the results of its Site Audit in written form to District no later than October 9th, 2015.

(b) *Constructability Review.* Contractor shall review the Plans and Specifications and related construction documents for errors and omission, clarity, consistency, and coordination. Contractor's Constructability Review shall emphasize ensuring that the Project can be completed within the District's available budget to the level of quality and educational goals desired, and can be completed within the established schedule. Contractor shall provide a redlined set of the Plans and Specifications, showing additions and deletions to the Plans and Specifications mutually agreed upon between the District and Contractor. As part of the constructability review, Contractor shall identify areas where value engineering principles could be applied and identify items requiring a long lead time prior to construction. The constructability review shall be completed no later than October 9th, 2015.

(c) *Value Engineering Review.* Contractor shall provide a value engineering review which shall indicate potential cost savings to the District and the schedule impact of such savings. Contractor shall assist the District in considering operating or maintenance costs with respect to selecting systems and products for the Project.

(d) *Contractor's Scope of Work.* Contractor shall prepare a Scope of Work for the Project that includes: (1) upgrading existing equipment and software, and (2) installation of new equipment and software. The Contractor's Scope of Work shall include, but is not limited to, all associated equipment, including make and model, size/tonnage/wattage, labor, permitting needs and other information necessary to complete the project. The Scope of Work shall be completed no later than October 16th, 2015.

(e) *Schedule.* Contractor shall develop a master critical path method ("CPM") project schedule for the Project that shall include all milestone dates for the Project, including submittal of Contractor's Contract Sum proposal described in paragraph 2, submittal of all estimates contemplated by this Agreement, , construction sequencing and durations, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurements, and phasing. Contractor's schedule shall be submitted to the District for approval within two weeks of execution of this Agreement. District's approval of such schedule shall not be unreasonably withheld, although District shall have the right to request reasonable changes and updates in the schedule. Contractor shall provide schedule updates with each estimate, or more often if reasonably requested by the District or if required in Contractor's judgment to communicate changes in market or Project conditions.

(f) *Design/Coordination Meetings.* Contractor shall be responsible for facilitating all design/coordination meetings as needed. The parties anticipate that up to 4 such meetings may be needed. Such meetings shall include participation of design professionals and specialty subcontractors. Contractor shall make a written record of all meetings, conferences, discussions

and decisions made between or among the District, Contractor and Contractor's consultants during all phases of the Project and concerning any material condition in the requirements, scope, performance and/or sequence of the work.

(g) *Construction Planning.* Contractor shall be responsible for construction planning including phasing, staging, site logistics, sequencing, fencing, office locations, and means and methods.

(h) *Additional Support Services.* Contractor shall also provide support to District as needed to create custom energy savings calculators and shall prepare documentation and assist the District as necessary in filing and securing all relevant incentive and rebate applications including rebates and incentives from PG&E and the Proposition 39 program.

2. Other Pre-Construction Services; Compensation. Contractor also agrees to perform the additional pre-construction services set forth in the Scope of Work, attached hereto as **Exhibit A** and in accordance with the District's Work Schedule and Site Provisions as set forth in **Exhibit B**. District shall pay the Pre-Construction Services Fee of \$30,000 to the Contractor in accordance with the following schedule and after Contractor has complied with the requirements of the Scope of Work and of this Pre-Construction Services Agreement:

Payment 1: 35 percent of the Pre-Construction Services Fee upon Contractor's completion of the Site Audit and Constructability Survey.

Payment 2: 35 percent of the Pre-Construction Services Fee upon Contractor's completion of the Value Engineering Report and the Scope of Work.

Payment 3: 30 percent of the Pre-Construction Services Fee upon Contractor's completion of the Schedule and acceptance by the District of the Contract Sum Proposal set forth herein at Section 3(b).

3. Solicitation of Subcontractor and Materials Bids; Contract Sum Proposal.

(a) *Solicitation of Subcontractors.* In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor shall solicit competitive bids from appropriately licensed subcontractors and materials suppliers in a manner that fosters competition for each scope of work included in the Project. Subcontractors shall be selected by Contractor, subject to the District's approval. Unless the parties otherwise agree in writing, on a trade by trade basis, Contractor shall ensure that it obtains at least three (3) competitive bids from subcontractors for each trade component of the Project (including each trade component that Contractor proposes to undertake with its own forces, unless District directs otherwise). Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by the Contractor and selected bidders. However, the District

reserves the right to oversee the bidding process, and in no case will the Contractor award any subcontracts until the District has concurred with the selection, scope, and price of the subcontracted services. Contractor shall submit a listing of proposed subcontractors with associated breakdown of bid values to the District for the District's review. In addition, at the District's request, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by the Contractor. In no event shall such documentation be redacted or obliterated. Following District's concurrence with the selection, scope, and price of subcontracted services, Contractor shall not make any changes in same without District's advance written approval of the proposed changes, which District shall not unreasonably withhold.

(b) *Contract Sum Proposal.* Contractor shall provide a preliminary estimate of the total Contract Sum for the Project within 8 weeks of the effective date of this Agreement. Contractor shall then provide an updated estimate upon the submission of the Plans and Specifications to DSA (if necessary), and at any other time required or reasonably necessary pursuant to this Agreement. Contractor's cost estimate shall identify all trades and unit costs and shall also identify all general condition costs and fees. If any cost estimate submitted to the District exceeds a previously approved estimate, the Contractor shall make appropriate recommendations to the District for reducing the estimated cost of the Project. In determining the estimated Contract Sum, Contractor represents that the cost of insurance for the Project is estimated to be \$6,860.85, and the cost of bonds is estimated to be \$10,555.15, or 1.0 % of the cost of construction for the Project. The general condition items for which Contractor will be responsible, along with the associated costs to be included in the Contract Sum, will be shown as a line-item in the Contractor's spreadsheets supporting the Contract Sum, which spreadsheets the Contractor shall share with the District. The parties expressly agree that Contractor's Contract Sum proposal shall not include any amount for contingency or any other allowance factor.

(c) *Intentionally Omitted.*

(d) *Change Orders.* Based upon the services Contractor will have provided under this Agreement, Contractor agrees not to submit any change order requests during the construction of the Project that seek additional compensation based upon alleged errors or omissions in the plans, specifications, drawings, or design packages for the Project. Contractor will only submit change order requests for additional compensation for District-requested changes in the scope of work of the Project, or for changes in the work of the Project due to unforeseen conditions of the site, all in accordance with this Agreement and the Construction Terms, attached as **Exhibit C**.

4. Contractor's Consultants. Contractor shall submit, for written approval by the District, the names of any consultants that Contractor proposes to use in connection with its work under this Agreement. Nothing in this Agreement shall create any contractual relationship between the District and any consultants employed by the Contractor under the terms of this Agreement. Contractor's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years.

5. Prevailing Wage. Contractor is hereby alerted to the prevailing wage requirements of California Labor Code section 1720 et seq., which requires payment of prevailing wages in effect at the time the Agreement is signed. The Director of Industrial Relations (DIR) has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed, copies of which are on file and will be made available to any interested party upon request at the office of the District or online at <http://www.dir.ca.gov/dlsr>. Contractor shall post these rates at the job site. Contractor shall comply with all applicable Labor Code provisions. Contractor shall indemnify, defend and hold harmless the District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.

6. Compliance Monitoring; Registration. This Project is subject to compliance monitoring and enforcement by the DIR in accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, 1771.4, 1771.5, and 1771.7 of the Labor Code. This requirement applies regardless of whether the Project will use State funds. Pursuant to Labor Code section 1771.1, for any proposal or any contract for public work, a contractor or subcontractor shall not be qualified to bid on, be listed in a proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. Contractor shall post all required job site notices pursuant to the Labor Code and related regulations.

7. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor shall be responsible for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security, and income taxes for the respective Contractor's employees.

8. Termination. This Agreement may be terminated without cause by the District upon seven (7) days written notice to the Contractor. In such event, the District shall pay the Contractor's actual costs incurred up to the date of the notice of termination, such costs not to exceed the amount stated in section 5(c) for Contractor's services performed under this Agreement.

9. Indemnification. To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and hold the District, its officers, trustees and employees entirely harmless from any and all liability arising out of Contractor's performance of Agreement, including any loss, including but not limited to injury or death to persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss sustained by any person, firm or corporation including the District, arising out of, or in any way Contractor's services hereunder, including injury or damage either on or off District property, but not for any loss, injury, death or damages caused by the negligence of the District.

10. Insurance. Contractor shall purchase and maintain policies of insurance with an insurer or insurers, with an A.M. Best Company rating of A or better, qualified to do business in the State of California and acceptable to the District, which will protect Contractor and the District from

claims which may arise out of or result from Contractor's actions or inactions relating to this Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

1. Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.
2. Comprehensive general and auto liability insurance with limits of not less than \$2,000,000 combined single limit, bodily injury and property damage liability per occurrence, and \$1,000,000 in aggregate, including owned, non-owned and hired vehicles.
3. Comprehensive general liability insurance with limits of not less than \$2,000,000 combined single limit, bodily injury and property damage liability per occurrence, including Broad form property damage; products/completed operations; and personal injury.

Each policy of insurance required in Paragraphs (1) to (3) above, inclusive, shall name the District and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Contractor hereunder, such policy is primary and any insurance carried by the District is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to the District prior to cancellation or change in coverage. Contractor shall notify the District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Contractor shall deliver to the District certificates of insurance as evidence of compliance with the requirements herein. In the event Contractor fails to secure or maintain any policy of insurance required hereby, the District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Contractor, and in such event Contractor shall reimburse the District upon demand for the cost thereof.

11. No Assignment. Neither party may assign this Agreement without the express written consent of the other party.

12. Governing Law; Venue. This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in the appropriate court in Fresno County, California.

13. Integration. This Agreement represents the entire Agreement between the District and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing signed by both the District and the Contractor.

14. Binding Effect. Upon its execution by both parties and the approval of District's governing board, this Agreement shall be deemed effective as of the Effective Date.

15. Contractor's Construction Services. Contractor shall perform construction services for the District in accordance with the Construction Terms, attached hereto as **Exhibit C** and incorporated herein by this reference.

EXHIBIT A

SCOPE OF WORK

[As set out in section 3.0 of TerraVerde's Kingsburg Joint Union High School District RFP for General Contractor. The final scope of work will be inserted here along with any relevant attachments prior to execution of the Pre-Construction Services Agreement.]

3.0 SCOPE OF PROJECT

The following is a description of the Project Installations listed in the Scope of Project Matrix. The Scope of Project Matrix found in the Project Data folder identifies all installations and retrofits desired by the District at each site. Contractor's proposed solutions shall meet all Specifications provided in the Project Data folder and the Contract in addition to all relevant and applicable code, design standards, and industry best practices. All design, permitting and Division of State Architect (DSA) submittals will be provided by the District. For any and all measures requiring DSA approval, Contractor will work closely with TerraVerde and the District to finalize the scope of work prior to DSA submittal.

The following provides a brief description of the Project Installations found in the Scope of Project Matrix:

Lighting

Interior Lighting Retrofits

Each number in this column indicates how many of X type of lighting fixtures / lights are to be replaced with Y type of lighting fixture / lights at each Site.

Exterior Lighting Retrofits

Each number in this column indicates how many of X type of lighting fixtures / lights are to be replaced with Y type of lighting fixture / lights at each Site.

Occupancy Sensors

Each number in this column indicates how many occupancy sensors the Contractor will be required to install at a site. The District requires that any occupancy sensor installed must possess capabilities above simple motion detection, and that any occupancy sensor installed must be capable of tying in with existing and/or newly installed thermostats.

HVAC

High Efficiency HVAC

Each number in this column indicates how many HVAC units of each capacity the Contractor will be required to install per site. A minimum SEER value of 14 is required for all units.

High Efficiency Heat Pumps

Each number in this column indicates how many Heat Pumps of each capacity the Contractor will be required to install per site. A minimum SEER value of 15 is required for all units.

Thermostat

Each number in this column indicates how many programmable thermostats the Contractor will be required to install per site.

Plug Loads

Computer Management Software

Each number in this column indicates how many smart strips or PC management tools the Contractor will be required to install per site.

All counts for materials included in Scope of Project Matrix are preliminary counts, and should be verified by the Contractor before purchasing any materials.

To implement the installations and retrofits, the Project is divided into Pre-Construction and Construction phases. The District will enter into a separate contract with the Contractor for each phase of the Project. The following describes the responsibilities of the Contractor:

Pre-construction Phase – to be covered under the Pre-Construction Services Agreement

- Survey all sites and existing installations/systems
- Provide support to create custom energy savings calculators
- Work with the District in the preparation of construction documents where necessary
- Provide a Contract Sum proposal for Project implementation
- Provide a schedule for completion of Project
- Prepare a plan for stakeholder training and ongoing operation support
- Prepare a plan for ongoing equipment maintenance and software upgrade
- Prepare documentation and assist the District as necessary in filing and securing all relevant incentive and rebate applications including rebates and incentives from PG&E and the Proposition 39 program

Construction Phase – to be covered under the Construction Terms

- Perform the installation and commissioning activities
- Facilitate the efforts of District appointed representative(s)
- Manage all subcontractors and interface with District stakeholders
- Obtain and maintain all licenses as needed for the Project
- Monitor compliance with governing codes and standards including, but not limited, to Title 24 Standards and the California Building Code
- Commissioning of and training in equipment/systems operation and maintenance
- Prepare documentation and assist the District as necessary in filing and securing all relevant incentive and rebate applications including rebates and incentives from PG&E and the Proposition 39 program
- Provide assistance with DSA close-out

EXHIBIT B

District Work Schedule and Site Provisions

To be determined by the District and Mark Wilson Construction.

EXHIBIT C

Construction Terms

**EXHIBIT C
TO PRE-CONSTRUCTION SERVICES AGREEMENT**

**CONSTRUCTION TERMS
BETWEEN DISTRICT AND CONTRACTOR**

1. Scope of Work. Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for the Project, all in strict compliance with the Plans and Specifications therefor and other contract documents relating thereto ("Construction Services"). The Contractor and the District agree that all of the documents listed in Article 1.1.1 of the General Conditions (which General Conditions are attached hereto as **Exhibit 1**) form the Contract Documents, which form the Contract (as defined therein). In accordance with Section 3300 of the Public Contract Code, Contractor has a Class B license that it shall maintain in good standing for the duration of Contractor's work on the Project.

2. Contract Sum. The total cost for the Construction Services is \$1,352,960 ("Contract Sum"). Payments made by the District to Contractor pursuant to the General Conditions shall be credited towards the Contract Sum. District will adjust the Contract Sum to account for any agreed-upon changes in the scope of the Construction Services. To the extent that the Contract Sum includes any amounts for contingencies or allowances, the use of such funds is entirely at the discretion, and only with the advanced written approval, of the District. At the completion of the Project, all such funds that are unspent and unencumbered shall remain the property of the District and Contractor shall have no claim to such funds. District shall pay the Contract Sum to Contractor in monthly payments, without interest, in amount commensurate with the amount of work performed, invoiced, and signed off on to date, assuming Contractor is making satisfactory progress on the Project as payments become due, less the 5% retention allowed by law. The retention shall be paid to Contractor according to the General Conditions.

3. Time to Complete and Liquidated Damages. Time is of the essence in this Agreement, and the time for completion of the Project shall be 160 days from the issuance by District of a Notice to Proceed with the Construction Services as set forth in the Construction Schedule attached hereto as **Exhibit 4**. Failure to complete the Project within the time established herein and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the District would suffer if the Project were not completed within the specified time set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages, which the District would suffer in the event of delay, include, but are not limited to, loss of the use of part or all of the Project, disruption of activities, costs of administration, supervision and the loss suffered by the public.

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages that the District shall directly incur upon failure of the Contractor to complete the Project within the time specified: \$500 for each calendar day by which completion of the Project is delayed beyond the time specified above.

If the Contractor becomes liable under this section, the District, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained percentage is not sufficient to discharge all liabilities of the Contractor incurred under this Article, then the Contractor and its sureties shall continue to remain liable to the District for such liabilities until all such liabilities are satisfied in full.

If the District accepts any work or makes any payment under this Agreement after a default by reason of delays, then the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

4. Prevailing Wages. The Project is a public work, and the Work shall be performed as a public work and pursuant to the provisions of Section 1770 *et seq.* of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof. The Director of the Department of Industrial Relations (DIR) has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the District's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the DIR determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the District shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor as listed in the District-Approved Subcontractor List attached hereto as **Exhibit 5** shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the District, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations.

As a public work, the Project is subject to compliance monitoring and enforcement by the DIR. In order to be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104, or enter into, or engage in the performance of any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 *et seq.*) of the Labor Code), a contractor or subcontractor must be currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 *et seq.*) of the Labor Code.

5. Working Hours. In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the District and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the District forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided. Contractor is further required to hold weekly progress meetings with the District, the District's consultants, including but not limited to, TerraVerde Renewable Partners, and relevant subcontractors, in order to present progress updates, schedule updates, and other updated Project information.

6. Apprentices. The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

7. DSA Oversight Process. The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the District's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the work as required

under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the District, District's representatives, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

8. Indemnification and Insurance; Bonds. The Contractor will defend, indemnify and hold harmless the District, its governing board, officers, agents, trustees, and employees as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the District with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the District will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$2,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$2,000,000 per accident for bodily injury and property damage combined single limit.

Contractor shall provide the performance and payment bonds required by the General Conditions. All bonds shall be submitted on the District's approved forms, which are attached hereto as **Exhibits 2 and 3**, respectively.

9. Changes. Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions. Based upon the services Contractor provided under the Pre-Construction Services Agreement, Contractor agrees not to submit any change order requests during the construction of the Project that seek additional compensation based upon alleged errors or omissions in the plans, specifications, drawings, or design packages for the Project. Contractor will only submit change order requests for additional compensation for District-requested changes in the scope of work of the Project, or for changes in the work of the Project due to unforeseen conditions of the site, all in accordance with this Agreement and the Pre-Construction Services Agreement.

10. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

11. Application of Construction Terms. The terms and conditions set forth in this Exhibit C shall apply solely and exclusively to the construction services contemplated and described in this Exhibit C. Nothing in this Exhibit C or the attachments hereto are intended to replace, alter, or limit the terms and conditions of the Pre-Construction Services Agreement specific to pre-construction services.

EXHIBIT 1
GENERAL CONDITIONS
(ATTACHED)

EXHIBIT 2

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, Mark Wilson Construction, as Principal and _____ as Surety, are held and firmly bound unto Kingsburg Joint Union High School District, in the County of Fresno, State of California, hereinafter called the "Owner", in the sum of _____ Dollars (\$ _____) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, hereinafter called the "Contract", the terms of which are incorporated herein by reference, dated _____, 2015, for construction of:

Kingsburg Joint Union High School District Energy Efficiency Project

The condition of this obligation is such that, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in said Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work, or to the specifications.

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 2015 hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(To be signed by _____)
(Principal and Surety, _____)
(and acknowledged and _____)
(Notarial Seal attached _____)

(Affix Corporate Seal)

(Individual Principal)

(Business Address)

(Affix Corporate Seal)

(Corporate Principal)

(Business Address)

(Affix Corporate Seal)

(Corporate Surety)

(Business Address)

By: _____

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged is _____.

The above must be filled in by Corporate Surety.

EXHIBIT 3

**FORM OF PAYMENT BOND
(Labor and Material)**

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, Kingsburg Joint Union High School District and Mark Wilson Construction, hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct:

Kingsburg Joint Union High School District Prop 39 Energy Efficiency Project

Which said agreement dated _____, 2016, and all of the Contract Documents are hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned _____

are held and firmly bound unto all laborers, material men, and other persons referred to in Civil Code section 3248, subdivision (b), in the sum of _____ Dollars (\$ _____) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 3181, or any of the amounts due as specified in Civil Code section 3248, subdivision (b), to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for, or about the performance of the work contracted to be done, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this _____ day of _____, 2015.

(To be signed by _____)
(Principal and Surety, _____)
(and acknowledged and _____)
(Notarial Seal attached _____)

Principal

Surety

By: _____
Attorney-in-Fact

The above bond is accepted and approved this _____ day of _____

EXHIBIT 4

Construction Schedule

EXHIBIT 5

District-Approved Subcontractor List

ISSUE: Consideration of discipline in the matter of KHS-22-1516.

ACTION: School Discipline Hearing Procedure

DECISION OF THE BOARD: As stated in School Discipline Hearing Procedure.

FOR BOARD ACTION: As stated in School Discipline Hearing Procedure

ISSUE: Presented to the Board for employment is Stephanie Assisi as the Music Accompanist and Music Department Aide for Kingsburg Joint Union High School District for the 2016-17 school year.

ACTION: Approve or deny the employment of Stephanie Assisi as the Music Accompanist and Music Department Aide for the 2016-17 school year.

RECOMMENDATION: Recommend approval.

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____
Nagle: _____ Thomsen: _____ Jackson: _____ Lunde: _____ Serpa: _____