

**ADDENDUM TO CHARTER FACILITIES AGREEMENT BY AND BETWEEN MT. DIABLO
UNIFIED SCHOOL DISTRICT AND EAGLE PEAK MONTESSORI CHARTER SCHOOL**

This Addendum to the Charter Facilities Agreement (“Addendum”) is made and entered into this ____ day of April, 2016 between Eagle Peak Montessori Charter School (“EPMS”) and the Mt. Diablo Unified School District, a California public school district located in Concord, California (“District”) (collectively, the “Parties”).

RECITALS

WHEREAS, on December 11, 2014, the Parties entered into a Charter Facilities Agreement which sets forth the terms and conditions pursuant to which EPMS will occupy classrooms and use facilities at the District’s Castle Rock school site (“Agreement”); and

WHEREAS, section 8 of the Agreement provides that subject to certain conditions, EPMS may construct or install improvements at the school site; and

WHEREAS, EPMS now desires to install a portable classroom at the school site (“Project”) at its sole cost and expense; and

WHEREAS, in order to clarify the rights and obligations of the Parties with respect to the Project, the Parties are supplementing the Agreement with this Addendum.

ADDENDUM

In addition to the terms and conditions set forth in the Agreement, the Parties hereby include in the Agreement the following additional terms:

1. Bonds & Insurance.

- a. **Payment Bond & Performance Bond:** No construction work shall be performed on the Project site until any and all contractors performing construction on the Project have provided to the District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
- b. **Insurance:** Any and all contractors performing construction on the Project shall have and maintain in force while performing work, with the minimum indicated limits, the following insurance:

Commercial General Liability, with Products and Completed Operations Coverage	\$2,000,000 per occurrence; \$4,000,000 aggregate
Automobile Liability, Any Auto, Combined Single Limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers’ Liability	\$1,000,000

Any and all contractors performing construction on the Project shall provide to the District

certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. No Contractor shall commence work on this Project until the required insurance has been obtained.

2. **Responsibility for Costs and Expenses:** EPMS agrees that it will solely bear all costs and expenses related to the Project, including, but not limited to: planning, approval, inspection, construction; permits, CEQA requirements, utilities and services, conformance with requirements under the Facilities Use Agreement, repair, maintenance, furnishings, and/or removal of the Project.
3. **Indemnification:** To the furthest extent permitted by California law, EPMS shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, the Project unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that EPMS proposes to defend the District.
4. **Payment of Prevailing Wages:** Any and all contractors performing construction on the Project shall pay all workers on work performed not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
5. **Contractor & Subcontractor Registration:** Any and all contractors performing construction on the Project shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including complying with any applicable enforcement by the Department of Industrial Relations.

ACCEPTED AND AGREED on the date indicated below:

Dated: May __, 2016

MT. DIABLO UNIFIED SCHOOL DISTRICT

By: _____

Nellie Meyer

Superintendent

Dated: May 16, 2016

EAGLE PEAK MONTESSORI CHARTER SCHOOL

By: Michelle S. Hammons

Print Name: Michelle S. Hammons

Print Title: Principal