Submit a California Public Records Act Request to Carmel USD

The Carmel Unified School District (CUSD) is committed to transparency and providing easy access to public records pursuant to the California Public Records Act (CPRA). The California Public Records Act gives the public the right to access records created and maintained by public agencies in the course of their normal business.

Pursuant to Government Code Section 6252(e), a public record is defined as "any writing containing information relating to the conduct of the public’s business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics." Public records requests may be used to obtain "records," which include a wide variety of documents and other materials (including print, photographic, and electronic formats) that were created or obtained by the organization and are, at the time the request is filed, in the organization’s possession and control.

Records subject to disclosure under the CPRA may include email or other communications from members of the public or which reference them. While the District reviews all responsive records to determine if this information should be disclosed, in many cases references to members of the public, or the content of their communications to the District are subject to disclosure. Permissible exemptions from disclosure include documents that invade an individual's right to privacy (e.g., privacy in certain personnel, medical, or student records) or hinder the government's need to perform its assigned functions in a reasonably efficient manner (e.g., maintaining confidentiality of investigative records, official information, records related to pending litigation, and preliminary notes or memoranda).

All requests will be posted to the District’s CPRA webpage.

Name of requestor: *
First and last name
Save Carmel

Email of requestor: (Responses will be provided to this email address) *

https://docs.google.com/forms/d/1CWRug8NQ474Pp1F1_h5eTbR6G_S0afoQuoqUPBi7MY/edit#response=ACYDBNjr7H0OEEKEpBqt-U0UbrWnmFxq4TTp2xv...
Mailing address of requestor:

Your request: (To enable staff to respond to your request as efficiently as possible, please * include: The date range for the records requested; the department that holds the records (if known); and the types of records, including any important keywords. Please do not include any confidential information.)

During the September 14th, 2022 School Board Meeting, the following Independent Contract was approved:

- Whitson Engineers
- Dates 8/8/22 - 8/30/22
- Description: Partial Boundary Survey at Carmel High School
- Fund 40
- Cost: 4,885

This CPRA Request is for any records associated with the final outcomes, reports or deliverables of the approved contract.
In addition, please provide any specific survey, measurements and/or roadway measurements associated with the possible encroachments identified in Exhibit "A" that might not be part of the Whitson Engineer's report.

Reference the uploaded Independent Contract

If you have attachments or images to add to the request, please do so here.

Land Survey Bas...

This form was created inside of Carmel Unified School District.

Google Forms
Carmel Unified
School District

APPROVAL CUSD
INDEPENDENT CONTRACT
All contracts must be approved by the Board of Education

Please return this signed cover sheet and the contract to the Business Office for review at least fourteen (14) working days prior to the next Board meeting.

Once received in the Business Office, the contract must be agendized for approval by the Board of Education at their next regularly scheduled meeting. Following Board approval, the contract will be signed and a copy will be returned to you.

Site/Department: MOT  Date(s) of Contracted Service: 8/8/22 - 8/30/22

Contractor Name: Whitson Engineers  Cost (not to exceed): $4,885.00

Description of Service: Partial boundary survey at Carmel High School

☐ Pupil Records Rider  ☐ New Vendor (if checked, need W9)  ☐ Other

☐ Fingerprinting/TB Questionnaire completed  ☐ Insurance Received

☐ Ratified, reason: Contracts ratified within Supt approval limits to conduct routine business of the district

Funding Source:  ☑ District  ☐ ASB  ☐ PTO/PTA  ☐ Other

☐ Fund 40  ☐ Fund 14  ☑ Fund 01  Budget Source: 01-8150-0-0000-8110-5800-00-030-8150-0032

I have read and understand the terms of and approve the attached contract:

Den Paul  07/26/2022
Site/Department Administrator Signature  Date

☐ Reviewed by C.B.O. before being agendized. yp initials

Board Approval Date:  8/04/22  Copy sent to the Site/Department

Certified Board Approved
CARMEL UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT:
EXTENDED TERM SERVICES

This Independent Contractor Services Agreement ("Agreement") is made and entered into effective August 8, 2022 (the "Effective Date") by and between the Carmel Unified School District ("District") and Whitson Engineers ("Contractor").

1. **Contractor Services.** Contractor agrees to provide the following services: Partial boundary survey at Carmel High School per attached proposal dated July 25, 2022.

2. **Contractor Qualifications.** Contractor represents that it or its principals or employees assigned to provide services under this Agreement have or shall have in effect all licenses, credentials, permits and has otherwise all legal qualifications to perform this Agreement.

3. **Term.** This Agreement shall begin on August 8, 2022 and shall terminate upon completion of the scope of work, but no later than August 30, 2022. There shall be no extension of the term of this Agreement without express written consent by the District and Contractor.

4. **Termination.** The District may terminate this Agreement immediately at any time by giving written notice to the Contractor. Such written notice shall be sufficient to stop further performance of services by Contractor. In the event of termination prior to the end of the term of this Agreement, Contractor shall invoice the District for any work performed up to the date of termination, and shall promptly return any District property or records, and any copies thereof, in its possession to the District. The District may then proceed with the work in any manner the District deems proper.

5. **Payment.** District agrees to pay Contractor at the rate of $4,885.00. This rate shall not be increased by the Contractor over the course of this Agreement. Total payment by District to Contractor shall not exceed $4,885.00. District agrees to pay Contractor within thirty (30) days of receipt of a detailed invoice.

6. **California Residency.** Contractor is a resident of the State of California.

7. **Indemnity.** The Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, and members of the Board of Trustees, from and against claims, damages, losses, and expenses (including, but not limited to attorney’s fees and costs including fees of consultants) arising out of or resulting from performance of this Agreement including, but not limited to, the Contractor’s use of the site; the Contractor’s completion of its duties under this Agreement; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, for any act, omission, negligence, or willful misconduct of the Contractor or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge,
or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

8. Comprehensive General Liability and Automobile Insurance. Without limiting Contractor’s indemnification as set forth in Section 7 hereof, Contractor shall, before beginning any of the services or work called for by any term of this Agreement, secure and maintain in full force and effect during the term of this Agreement, the following insurance (check all that apply):

   ✗ Comprehensive General Liability, in an amount not less than:
      ✗ $500,000.00 per occurrence
      □ $1,000,000.00 per occurrence

   ✗ Valid California Insurance Policy

The District shall be named as an additional insured on Contractor's insurance policy by endorsement. The policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. A copy of the declarations page of Contractor’s insurance policy shall be attached to this Agreement as proof of insurance.

9. Independent Contractor Status. While engaged in carrying out the terms and conditions of this Agreement, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.

10. Workers’ Compensation Insurance. Contractor agrees to provide all necessary workers’ compensation insurance for Contractor’s principals and employees, if any, at Contractor’s own cost and expense.

11. Fingerprinting. Contractor shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code (“Education Code”) section 45125.1. Accordingly, by checking the applicable boxes below, Contractor and District agree to the following:

   A. ✗ Contractor and principals, employees, and subcontractors assigned to provide services under this Agreement will have only limited or no contact with District students at all times during the Term of this Agreement.

   B. □ The following Contractor principals, employees, and subcontractors assigned to provide services under this Agreement will have more than limited contact with District students during the Term of this Agreement:

If Box B. above is checked fingerprints must be submitted to the Human Resources Officer or designee. (Education Code § 45125.1.)
Date Fingerprints cleared:

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

12. **Taxes.** Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor agrees to defend, indemnify and hold District harmless from all State and Federal tax consequences and any related consequences stemming from or related to this Agreement. Contractor is independently responsible for the payment of all applicable taxes.

13. **Assignment.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the District.

14. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. **Amendments.** The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California and any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for Monterey County, subject to any motion for transfer of venue.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to the Contractor, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.
19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.

20. ** Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

21. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

22. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

23. **Board Approval/Ratification.** The effectiveness of this Agreement is contingent upon approval or ratification by the District's Governing Board.

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**Carmel Unified School District**

By: 
Name: Ted Knight
Title: Superintendent
Date: 7-25-22

**Consultant**

By: Kimberley Woltman
Name: Kimberley Woltman
Title: CFO
Whitson Engineers
Date: 7/25/2022

By: Yvonne Perez
Name: Yvonne Perez
Title: Chief Business Officer
July 25, 2022

Mr. Dan Paul
Director of Facilities and Transportation
Camel Unified School District

Via email dpaul@camelunified.org

Re: Proposal for Land Surveying Services
Camel High School – Partial Boundary Survey

Dear Mr. Paul,

Thank you for the opportunity to make this proposal. Per our discussions with you, we propose the following scope of services:

**SCOPE OF SERVICES**

1. **Land Survey**
   - Review and research record maps and relevant title documents. Layout the record boundary for the subject parcel.
   - Locate and tie into existing Camel High School Control Survey for controlling property monumentation needed to verify record boundary location in the area as shown on the attached “EXHIBITA”.

   **Please note:** We have allocated 7 hours for a surveyor to search for and recover monumentation. The parcels in question were created by a map filed in 1948, and the controlling monuments shown thereon may no longer exist. If we are not able to find the monuments needed, or monuments are found to be in conflict, the client will be consulted regarding the appropriate next steps.

   3. Locate existing encroachments, if any, fences, visible utilities, sheds, etc.
   4. Prepare an exhibit of survey showing the relationship of encroachments to subject parcel boundary.

**Exclusions:**

The following work is specifically excluded from the Surveyor’s Scope of Services:

1. Surveying any topographic features other than the features described above.
2. Setting or resetting of property corners, preparation of a record of survey or other recorded map. Note: Depending on the outcome of the survey, it may be desirable to set property corners and file a map for recordation with Monterey County. Consultant agrees to consult with client prior to taking such action.
3. Changes in scope of the survey work
4. Any work not specifically included in the above Scope of Services
Please note that upon your request, we could provide the above services with an additional budget.

PAYMENT AND PROVISIONS
Our fee for the services described in the above Scope of Services will be, not to exceed, $4,885. Progress billings will be on a time and materials basis as work is being completed. Authorized additional services, if requested, will be performed on a Time and Materials Basis in accordance with the rates shown on the attached Fee Schedule (T91).

We will schedule this work immediately following receipt of a signed agreement. If you have any questions regarding our proposed scope of services or the associated estimated fees, please do not hesitate to contact me at (831)649-5225 or at thannah@whitsonengineers.com.

Sincerely,
Whitson Engineers

[Signature]

Thomas Hannah, IS
Land Surveyor

For
Richard Weber, PE, IS
RC55219
Principal

Authorization for Services:

By: 

[Signature]

Date: 8/4/22

Superintendent

Print Name: Ted Knight

Title:

RPW/ta h
## Boundary Survey

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<th>DESCRIPTION</th>
<th>PE</th>
<th>SCE</th>
<th>CE</th>
<th>LS</th>
<th>AE/AS</th>
<th>AE</th>
<th>EM</th>
<th>TM</th>
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<td>1.6 Mapping - Exhibit Survey</td>
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Subtotal: 7 $240 $195 $175 $175 $150 $130 $210 $350

Rate: $960 $525 $600 $1,295 $2,100 $3,000 $4,885

Per Diem Schedule: $4,885

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### Re-Schedule

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<th>Rate</th>
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<tr>
<td>SCE Senior Civil Engineer</td>
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<td>$195</td>
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<tr>
<td>SE Senior Land Surveyor</td>
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