Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

A G E N D A

Board Room
10055 Slater Avenue
Fountain Valley, CA

July 12, 2018

- CALL TO ORDER: 5:30PM
- ROLL CALL
- APPROVAL OF AGENDA

M ___
2nd ___
V ___

- PUBLIC COMMENTS

  Speakers may address the Board of Trustees on Closed Session Items. Please comply with procedures listed on the goldenrod form "For Persons Wishing to Address the Board of Trustees" and give the form to the Executive Assistant.

- CLOSED SESSION

  The Board of Trustees will retire into Closed Session to address the following:

  - Personnel Matters: *Government Code 54957 and 54957.1*
    Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.

  - Pupil Personnel: *Education Code 35146*

  - Negotiations: *Government Code 54957.6*
    Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.

  - Conference with Real Property Negotiator *Government Code Section 54956.8*

    Property: Approximately 12.9 acres of District land improved with approximately 40,073 sq. ft. of facilities located at 9790 Finch Avenue, Fountain Valley, California (former Fred Moiola School Site) ("Property").

Negotiating Parties: Fountain Valley School District, real property negotiators Christine Fullerton, Assistant Superintendent, Business Services, and District legal counsel (Lessor), and an unidentified number of potential buyers or lessees for the Property which may acquire or lease all or a portion of the Property through statutory rights or public bid processes (Proposed Buyer(s)/Lessee(s)).

Under Negotiation: Instruction to negotiators will concern price and terms of payment issues associated with possible sale or lease of all or a portion of the identified Property.

- Conference with Labor Negotiator: *Government Code 54957.6*
  Board designated representative: President Jim Cunneen and President Pro Tem Ian Collins
  Unrepresented employee: Superintendent

- Public Employee Performance Evaluation: *Government Code Section 54957 & 54957.1*
  The Board will meet in closed session to discuss the annual performance evaluation of the superintendent.

- OPEN SESSION: 6:30PM
- PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATION

1. PRESENTATION OF THE MEASURE O CITIZEN'S BOND OVERSIGHT COMMITTEE'S ANNUAL REPORT

One of the responsibilities of the Citizen's Bond Oversight Committee (CBOC) is to report to the Board of Trustees annually on the activities of the CBOC. Judy Edwards, Chairperson of the Fountain Valley School District CBOC, will present highlights of the written report for the 2017-2018 fiscal year.

BOARD REPORTS AND COMMUNICATIONS

Board Members will make the following reports and communicate information to fellow Board Members and staff.

PUBLIC COMMENTS

Members of the community and staff are welcome to address the Board of Trustees on any item listed on the Agenda of Business or any other item of specific concern. Speakers are requested to limit their presentation to four minutes unless the time is waived by a majority of the Board Members present. If a member of the audience requests a response to their comments, the Board of Trustees may ask the

Superintendent/Staff to respond to them personally or in writing after the meeting, or direct that additional information be provided to the Board on a future agenda.

*** BOARD MEMBERS WHO WISH TO DISCUSS WITH STAFF ANY ITEMS LISTED UNDER LEGISLATIVE SESSION SHOULD INFORM THE BOARD PRESIDENT AT THIS TIME.

LEGISLATIVE SESSION

2. APPROVAL OF ADDENDUM TO EMPLOYMENT CONTRACT FOR ASSISTANT SUPERINTENDENT, PERSONNEL

M ___
2nd ___
V ___

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the addendum to the employment contract for the position of Assistant Superintendent, Personnel with Cathie Abdel.

3. APPROVAL OF ADDENDUM TO EMPLOYMENT CONTRACT FOR ASSISTANT SUPERINTENDENT, BUSINESS SERVICES

M ___
2nd ___
V ___

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the addendum to the employment contract for the position of Assistant Superintendent, Business Services with Christine Fullerton.

4. APPROVAL OF ADDENDUM TO EMPLOYMENT CONTRACT FOR ASSISTANT SUPERINTENDENT, EDUCATIONAL SERVICES

M ___
2nd ___
V ___

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the addendum to the employment contract for the position of Assistant Superintendent, Educational Services with Steve McLaughlin, Ed.D.

5. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

M ___
2nd ___
V ___

All items listed under the Consent Calendar and Routine Items of Business are considered by the Board of Trustees to be routine and will be enacted by the Board in one action. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Calendar.

Superintendent's Recommendation: The Board of Trustees approves all items listed under the Consent Calendar and Routine Items of Business in one action.

Routine Items of Business

5-A. Board Meeting Minutes from June 14th regular meeting
5-B. Board Meeting Minutes from June 21st regular meeting
5-C. Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)

5-D. Donations
5-E. Warrants
5-F. Purchase Order Listing
5-G. Budget Adjustments

Consent Items

5-H. RESOLUTION 2019-01: AUTHORIZATION OF SIGNATURES ON REPLACEMENT WARRANTS

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2019-01: Authorization of Signatures on Replacement Warrants.

5-I. RESOLUTION 2019-02: APPOINTMENT OF CUSTODIAN OF REVOLVING CASH FUND

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2019-02 naming Christine Fullerton, Assistant Superintendent, Business Services, custodian of the Revolving Cash Fund.

5-J. RESOLUTION 2019-03: AUTHORIZATION OF APPROVAL OF VENDOR CLAIMS/ORDERS

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2019-03: Authorization of Approval of Vendor Claims/Orders.

5-K. RESOLUTION 2019-04: AUTHORIZATION OF SIGNATURES

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2019-04: Authorization of Signatures.

5-L. RECORD OF EIGHTH GRADE PROMOTION, JUNE 2018

Superintendent's Comments: It is recommended that the Board of Trustees approves, as submitted by the principals, the names of all students recommended for an eighth grade Certificate of Promotion in the 2017-18 school year.

5-M. DISTRICT FIELD TRIP LIST 2018-19

Superintendent's Comments: It is recommended that the Board of Trustees approves the District field trip list for the 2018-19 school year.

5-N. EDUCATIONAL SERVICES APPROVED INDEPENDENT CONTRACTOR LIST

Superintendent's Comments: It is recommended that the Board of Trustees approves the attached Independent Contractor List for the 2018-19 school year.

5-O. 2017-18 QUARTERLY REPORT ON WILLIAMS UNIFORM COMPLAINTS

Superintendent's Comments: It is recommended that the Board of Trustees receives the Williams Quarterly Report for the fourth quarter of the 2017-18 year and approves its submittal to the Orange County Department of Education.

5-P. REVIEW OF INVESTMENT POLICY

Superintendent's Comments: It is recommended that the Board of Trustees receives the Investment Policy for review.

5-Q. RATIFY ADDENDUM 1 TO THE ARCHITECTURAL SERVICES AGREEMENT WITH RACHLIN PARTNERS FOR MASUDA MIDDLE SCHOOL

Superintendent's Comments: It is recommended that the Board of Trustees ratifies Addendum 1 to the Architectural Services Agreement with Rachlin Partners for Masuda Middle School.

3-R. RATIFY ADDENDUM 1 TO THE ARCHITECTURAL SERVICES AGREEMENT WITH RACHLIN PARTNERS FOR COURREGES ELEMENTARY SCHOOL

Superintendent's Comments: It is recommended that the Board of Trustees ratifies Addendum 1 to the Architectural Services Agreement with Rachlin Partners for Courreges Elementary School.

5-S. ACCEPT THE MEASURE O CITIZEN'S BOND OVERSIGHT COMMITTEE'S 2017-2018 ANNUAL REPORT

Superintendent's Comments: It is recommended that the Board of Trustees accepts the Measure O Citizen's Bond Oversight Committee's 2017-2018 Annual Report.

5-T. APPROVE THE USE OF THE SANTA RITA UNIFIED SCHOOL DISTRICT PIGGYBACK PURCHASING BID WITH AMERICAN MODULAR SYSTEMS TO DESIGN, ENGINEER, PRICE AND PURCHASE SCIENCE AND MUSIC CLASSROOMS AT THE THREE MIDDLE SCHOOLS

Superintendent's Comments: It is recommended that the Board of Trustees approves the use of the Santa Rita Unified School District Piggyback Purchasing Bid with American Modular Systems to design, engineer, price, and purchase science and music classrooms at the three middle schools.

5-U. APPROVE THE ANNUAL AGREEMENT FOR FISCAL AND MANAGEMENT INFORMATION SERVICES WITH SCHOOL SERVICES OF CALIFORNIA, INC.

Superintendent's Comments: It is recommended that the Board of Trustees approves the Annual Agreement for Fiscal and Management Information Services with School Services of California, Inc.

5-V. APPROVE A $.25 INCREASE TO SCHOOL LUNCH PRICES BEGINNING IN THE 2018-2019 SCHOOL YEAR

Superintendent's Comments: It is recommended that the Board of Trustees approves the $.25 increase to the price of elementary and middle school lunches beginning in the 2018-2019 school year.

5-W. MOU BETWEEN OCDE AND FVSD FOR SPECIAL SCHOOLS PROGRAM

Superintendent's Comments: It is recommended that the Board of Trustees approves the MOU between Orange County Department of Education and Fountain Valley School District.

5-X. SPECIAL EDUCATION SETTLEMENT AGREEMENT 2018-J

Superintendent's Comments: It is recommended that the Board of Trustees approves this settlement agreement 2018-J.

5-Y. SPECIAL EDUCATION SETTLEMENT AGREEMENT 2018-K

Superintendent's Comments: It is recommended that the Board of Trustees approves this settlement agreement 2018-K.

5-Z. APPROVAL OF SINGLE YEAR WITH ANNUAL RENEWAL CONTRACT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND MIND RESEARCH INSTITUTE TO PROVIDE ST MATH TO THE DISTRICT'S EIGHT SCHOOLS

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract between Fountain Valley School District and MIND Research Institute to continue to provide ST Math to the District's eight schools.

5-AA. APPROVAL OF RESOLUTION 2019-05 EDUCATION PROTECTION ACCOUNT (EPA) FUNDING AND SPENDING DETERMINATIONS FOR THE 2018-19 FISCAL YEAR

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2019-05, approving the expenditure of Education Protection Account funds to be received quarterly during the 2018-19 fiscal year.

5-BB. AUTHORIZATION TO USE CORONA-NORCO UNIFIED SCHOOL DISTRICT CUSTODIAL SUPPLIES BID #16/17-002

Superintendent's Comments: It is recommended that the Board of Trustees authorizes the Superintendent or his designee, to approve the use of the Corona-Norco Unified School District #16/17-002 Custodial Bid ("piggyback") contract.

5-CC. NON-PUBLIC AGENCY CONTRACTS

Superintendent's Comments: Under current consortium budget agreements, any unfunded cost of non-public school or non-public agency placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contracts/addendums be approved and that the West Orange County Consortium for Special Education be authorized to receive invoices and process payment.

Non-Public School/Agency	100% Contract Cost	Effective Dates
Pliha Speech and Learning Center	N/A	7/1/18-6/30/19
Pliha Speech and Learning Center	$9,495.00	7/1/18-12/30/18

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

The Board President will receive any announcements concerning new items of business from board members or the superintendent.

- CLOSED SESSION
- APPROVAL TO ADJOURN

The next regular meeting of the Fountain Valley School District Board of Trustees is on Thursday, August 23, 2018 at 6:30pm.

A copy of the Board Meeting agenda is posted on the District's web site (www.fvsd.us). Materials related to this agenda submitted to the Board of Trustees less than 72 hours prior to the meeting are available for public inspection by contacting the Superintendent's Office at 10055 Slater Avenue, Fountain Valley, CA 92708 or calling 714.843.3255 during normal business hours.

Regular Board meeting proceedings are tape recorded.

Reasonable Accommodation for any Individual with a Disability: Any individual with a disability who requires reasonable accommodation to participate in a board meeting may request assistance by contacting the Superintendent's Office at 10055 Slater Avenue, Fountain Valley, CA 92708 or calling 714.843.3255 or faxing 714.841.0356.

Board meeting of July 12, 2017

Fountain Valley School District
Business Services Division

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: **PRESENTATION OF THE MEASURE O CITIZEN'S BOND OVERSIGHT COMMITTEE'S ANNUAL REPORT**
DATE: July 9, 2018

Background:
One of the responsibilities of the Citizen's Bond Oversight Committee (CBOC) is to report to the Board of Trustees annually on the activities of the CBOC. Judy Edwards, Chairperson of the Fountain Valley School District CBOC will present highlights of the written report for the 2017-2018 fiscal year.

Board meeting of July 12, 2018

Fountain Valley School District
Superintendent's Office
M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Superintendent
SUBJECT: APPROVAL OF ADDENDUM TO EMPLOYMENT CONTRACT FOR ASSISTANT SUPERINTENDENT, PERSONNEL
DATE: July 9, 2018

Background:
The Board of Trustees approved a 1% salary increase, retroactive to July 1, 2018, and a one-time off schedule payment of $3,669 for the Assistant Superintendent, Personnel. The addendum to the contract for employment of Assistant Superintendent, Personnel, Cathie Abdel, reflects the 2017-18 salary increase and is extended through June 30, 2021. The addendum is presented to the Board of Trustees for approval.

Recommendation:
It is recommended that the Board of Trustees approves the addendum to the employment contract for the position of Assistant Superintendent, Personnel with Cathie Abdel.

FOUNTAIN VALLEY SCHOOL DISTRICT

ADDENDUM TO

AGREEMENT OF EMPLOYMENT

OF ASSISTANT SUPERINTENDENT, PERSONNEL

CATHIE ABDEL

WHEREAS, the Fountain Valley School District and its Assistant Superintendent, Personnel, Cathie Abdel, are parties to an Agreement of Employment dated July 16, 2016, which describes the Assistant Superintendent's term of employment and annual base salary, among other terms and conditions of employment, which has been amended from time to time; and

WHEREAS, the Governing Board of the District hereby (1) extends the term of the contract and (2) approves a salary increase for the Assistant Superintendent.

NOW THEREFORE:

The Fountain Valley School District and Assistant Superintendent Cathie Abdel agree to the following addendum to the Agreement of Employment dated July 16, 2016.

The Agreement of Employment and all previous amendments thereto are incorporated into this Addendum by this reference.

Except as stated herein, all current terms of employment remain in full force and effect, as amended by this Addendum.

1. The term of the Assistant Superintendent's employment is extended to June 30, 2021 upon action of the Board of Trustees on July 12, 2018.

2. Assistant Superintendent's annual salary is increased by 1% to $185,288.00 annually, retroactive to July 1, 2018, for 245 duty days per year, payable in 12 equal monthly payments. Where only a portion of a year is served, compensation shall be prorated.

   In addition, a one-time payment of $3,669.00 shall be paid to the Assistant Superintendent, Personnel, upon signing of this Addendum. Total compensation for Mrs. Abdel in 2018-19 is 188,957.00.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Addendum on this 12th day of July, 2018.

ACCEPTED:

_____ Date:_____

Cathie Abdel

MEMBERS OF THE GOVERNING BOARD OF
THE FOUNTAIN VALLEY SCHOOL DISTRICT

DATE:_____ By:_____

DATE:_____ By:_____

DATE:_____ By:_____

DATE:_____ By:_____

DATE:_____ By:_____

Date of Board of Trustees approval in open session: _____
APPROVED AS TO FORM:

Atkinson, Andelson, Loya, Ruud & Romo
Cathie L. Fields, Partner

By: _____
Cathie L. Fields

Board meeting of July 12, 2018

Fountain Valley School District
Superintendent's Office
M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Superintendent
SUBJECT: APPROVAL OF ADDENDUM TO EMPLOYMENT CONTRACT FOR ASSISTANT SUPERINTENDENT, BUSINESS
DATE: July 9, 2018

Background:
The Board of Trustees approved a 1% salary increase, retroactive to July 1, 2018, and a one-time off schedule payment of $3,855 to the Assistant Superintendent, Business. The addendum to the contract for employment of Assistant Superintendent, Business, Christine Fullerton, reflects the 2017-18 salary increase and is extended through June 30, 2021. The addendum is presented to the Board of Trustees for approval.

Recommendation:
It is recommended that the Board of Trustees approves the addendum to the employment contract for the position of Assistant Superintendent, Business with Christine Fullerton.

FOUNTAIN VALLEY SCHOOL DISTRICT

ADDENDUM TO

AGREEMENT OF EMPLOYMENT

OF ASSISTANT SUPERINTENDENT, BUSINESS SERVICES

CHRISTINE FULLERTON

WHEREAS, the Fountain Valley School District and its Assistant Superintendent, Business Services, Christine Fullerton, are parties to an Agreement of Employment dated June, 2016, which describes the Assistant Superintendent's term of employment and annual base salary, among other terms and conditions of employment, which has been amended from time to time; and

WHEREAS, the Governing Board of the District hereby (1) extends the term of the contract and (2) approves a salary increase for the Assistant Superintendent.

NOW THEREFORE:

The Fountain Valley School District and Assistant Superintendent Christine Fullerton agree to the following addendum to the Agreement of Employment dated June 16, 2016.

The Agreement of Employment and all previous amendments thereto are incorporated into this Addendum by this reference.

Except as stated herein, all current terms of employment remain in full force and effect, as amended by this Addendum.

1. The term of the Assistant Superintendent's employment is extended to June 30, 2021 upon action of the Board of Trustees on July 12, 2018.

2. Assistant Superintendent's annual salary is increased by 1% to $194,674.00 annually, retroactive to July 1, 2018, for 245 duty days per year, payable in 12 equal monthly payments. Where only a portion of a year is served, compensation shall be prorated.

   In addition, a one-time payment of $3,855.00 shall be paid to the Assistant Superintendent, Business Services upon signing of this Addendum. Total compensation for Mrs. Fullerton in 2018-19 is 198,529.00.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Addendum on this 12th day of July, 2018.

ACCEPTED:

_____ Date: _____

Christine Fullerton

MEMBERS OF THE GOVERNING BOARD OF
THE FOUNTAIN VALLEY SCHOOL DISTRICT

DATE:_____ By:_____

DATE:_____ By:_____

DATE:_____ By:_____

DATE:_____ By:_____

DATE:_____ By:_____

Date of Board of Trustees approval in open session: _____

APPROVED AS TO FORM:

Atkinson, Andelson, Loya, Ruud & Romo
Cathie L. Fields, Partner

By: _____
Cathie L. Fields

Board meeting of July 12, 2018

Fountain Valley School District
Superintendent's Office
M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Superintendent
SUBJECT: APPROVAL OF EMPLOYMENT CONTRACT FOR ASSISTANT SUPERINTENDENT, EDUCATIONAL SERVICES
DATE: July 9, 2018

Background:
The Board of Trustees approved a 1% salary increase, retroactive to July 1, 2018, and a one-time off schedule payment of $3,669 to the Assistant Superintendent, Educational Services. The new contract for employment of Assistant Superintendent, Educational Services, Steve McLaughlin, Ed,D., reflects the 2017-18 salary increase and is extended through June 30, 2021. The contract is presented to the Board of Trustees for approval.

Recommendation:
It is recommended that the Board of Trustees approves the employment contract for the position of Assistant Superintendent, Educational Services with Steve McLaughlin, Ed.D.

FOUNTAIN VALLEY SCHOOL DISTRICT

ADDENDUM TO

AGREEMENT OF EMPLOYMENT

OF ASSISTANT SUPERINTENDENT, EDUCATIONAL SERVICES

DR. STEVE MCLAUGHLIN

WHEREAS, the Fountain Valley School District and its Assistant Superintendent, Educational Services, Dr. Steve McLaughlin, are parties to an Agreement of Employment dated March 9, 2017, which describes the Assistant Superintendent's term of employment and annual base salary, among other terms and conditions of employment; and

WHEREAS, the Governing Board of the District hereby (1) extends the term of the contract and (2) approves a salary increase for the Assistant Superintendent.

NOW THEREFORE:

The Fountain Valley School District and Assistant Superintendent Dr. Steve McLaughlin agree to the following addendum to the Agreement of Employment dated March 9, 2017.

The Agreement of Employment is incorporated into this Addendum by this reference.

Except as stated herein, all current terms of employment remain in full force and effect, as amended by this Addendum.

1. The term of the Assistant Superintendent's employment is extended to June 30, 2021 upon action of the Board of Trustees on July 12, 2018.

2. Assistant Superintendent's annual salary is increased to $185,288.00 annually, retroactive to July 1, 2018, for 245 duty days per year, payable in 12 equal monthly payments. Where only a portion of a year is served, compensation shall be prorated.

   In addition, a one-time payment of $3,669.00 shall be paid to the Assistant Superintendent, Educational Services upon signing of this Addendum. Total compensation for Dr. McLaughlin in 2018-19 is 191,957.00.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Addendum on this ____ day of July, 2018.

ACCEPTED:

_____ Date:_____

Dr. Steve McLaughlin

MEMBERS OF THE GOVERNING BOARD OF
THE FOUNTAIN VALLEY SCHOOL DISTRICT

DATE:_____ By:_____

DATE:_____ By:_____

DATE:_____ By:_____

DATE:_____ By:_____

DATE:_____ By:_____

Date of Board of Trustees approval in open session: _____

APPROVED AS TO FORM:

Atkinson, Andelson, Loya, Ruud & Romo
Cathie L. Fields, Partner

By: _____
Cathie L. Fields

Fountain Valley School District
Superintendent's Office

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

June 14, 2018

MINUTES

President Cunneen called the regular meeting of the Board of Trustees to order at 5:33pm.	CALL TO ORDER
The following board members were present:	ROLL CALL

Jim Cunneen	President
Ian Collins	President Pro Tem
Sandra Crandall	Member
Lisa Schultz	Member

Absent:

Jeanne Galindo	Clerk

Motion:	Mr. Collins moved to approve the meeting agenda.	AGENDA APPROVAL
Second:	Mrs. Schultz	
Vote:	4-0	

Assistant Superintendent, Business Services, Christine Fullerton, joined the Board for a discussion of the allocation of investment proceeds generated during the 2016-17 fiscal year from Fund 40-41. Mrs. Fullerton began the workshop by reviewing Fund 40-41. In addition, she reviewed those thoughts shared at the August workshop regarding income from Fund 40-41. She then reviewed proceeds since inception. Following this, Mrs. Fullerton reviewed the Board's "Spend a Dot" activity in September to allocate 2015-16 proceeds within the identified priorities. As a result, the Board allocated the 2015-16 revenue of $308,219.38 to the facilities/modernization budget. Mrs. Fullerton then shared staff's recommendation regarding 2016-17 proceeds that the Board once again allocates the revenue of $465,261.86 to facilities/modernization budget. The Board gave direction to staff to allocate the revenue to the facilities/modernization budget.	DISCUSSION ON THE INVESTMENT INCOME FROM FUND 40-41
There were no requests to address the Board prior to closed session.	PUBLIC COMMENTS

CLOSED SESSION

Mr. Cunneen announced that the Board would retire into Closed Session. Action was not anticipated. The following was addressed:

- Personnel Matters: *Government Code 54957 and 54957.1*
  Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.

- Pupil Personnel: *Education Code 35146*
  Student expulsion(s) or disciplinary matters for violation of Board Policy 5144.1.

- Negotiations: *Government Code 54957.6*
  Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.

PLEDGE OF ALLEGIANCE

The public portion of the meeting resumed at 6:30pm.

Mrs. Abdel led the Pledge of Allegiance.

SPECIAL PRESENTATIONS

CELEBRATION OF FVSD TEACHERS COMPLETING TWO-YEAR INDUCTION PROGRAM

It is an interest of the Board of Trustees to recognize dedication to the teaching profession and our students and therefore, the Board recognized the following eight teachers who have completed the rigorous two-year Induction Program and are now eligible to receive their clear teaching credential: Sean Adamiak, Emi Allen, Laurie Gillis, Marissa Alonso, Jody Donnelly, Alison Lewis, Elizabeth Rivera and Chelsea VonIderstein. The District recognizes their commitment and hard work, as well as that of their mentors who supported them while they completed the program. The Board was joined by administrators, staff and family members in congratulating and celebrating these teachers, in addition to our mentors, Alyssa Brignardello, Mike Brunner, Randi Hubbard, Terry Johnston, Kathy Lewis, Cheryl Peat, Whitney Shofstall, Allison Vamvas, Lauren Voss, and John Wood, who supported them while they completed the program.

RECESS

Following the recognitions, the Board of Trustees took a brief recess. The meeting resumed at 6:50pm.

STAFF REPORTS AND PRESENTATIONS

BUDGET UPDATE (ORAL AND WRITTEN)

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra provided an update for the Board of Trustees on the State Budget and its effect on the Fountain Valley School District. Mrs. Fullerton began by reviewing the District's Mission Statement. Following this, she shared an update on the State economy and the latest budget discussions. In addition, she reviewed budget assumptions for the District. Mr. Guerra reviewed budget revenues, noting the revenue trend over the last 6 years. In addition, he reviewed expenditures and the expenditure trend over the last 6 years. Mr. Guerra then reviewed the ending fund balance, in addition to multi-year projection assumptions. Following this, he reviewed revenue increases in a COLA-only environment. Moreover, he shared projected cost increases through 2020-21. In closing, Mrs. Fullerton provided some summary notes, including the "Rising Cost of Doing Business" in a COLA-only LCFF environment; anticipated increases in STRS/PERS and step and column equal nearly all new LCFF revenue; and while there are no projected deficits through 2020-21, surpluses experienced in recent years will likely end.

BOARD REPORTS AND COMMUNICATIONS

Mrs. Crandall thanked our Transportation team and our drivers for another safe year transporting our students. Her activities since the last meeting included: OCSBA pre-dinner presentation and OCSBA dinner, and OCSBA State Budget presentation at OCDE, Rotary Teacher of the Year breakfast, Induction Colloquium, Certificated Celebration and Classified Recognition Night, concerts at Talbert, Gisler, Fulton and Masuda, Courreges fifth grade Hamil*Tunes*, middle school Track and Field Tournament, Classified BBQ, groundbreakings at Courreges and Masuda, two SPC meetings, Gisler and Talbert Open Houses, I-405 Improvement Project open house hosted at the District Office, Sam Allcorn Eagle Scout presentation at Tamura, Plavan Country Fair and Gisler Carnival.

Mrs. Schultz's activities since the last meeting included: Gisler and Masuda Open Houses, I-405 Improvement Project open house hosted at the District Office, groundbreakings at Masuda and Courreges, OCSBA dinner, and Classified Recognition Night.

Mr. Collins' activities since the last meeting included: Rotary meetings, Rotary Teacher Recognition, SPC meetings, FVSF Retreat, OCSBA dinner, visit to Oka, Newland and Fulton Open Houses, Certificated Celebration, Classified Recognition Night, groundbreakings at Masuda and Courreges, Classified BBQ, CSBA Delegate Assembly, and graduation at FVHS.

Mr. Cunneen's activities since the last meeting included: I-405 Improvement Project Open House hosted at the District Office, Rotary Teacher of the Year recognition, Induction Colloquium, middle school Track and Field Tournament, and Masuda concert. He thanked his fellow trustees for their service.

PUBLIC HEARING

The Board of Trustees conducted a public hearing for the purpose of receiving public comment on the Fountain Valley School District's Local Control Accountability Plan (LCAP) (Education Code Section 52062). Public input was welcomed. There were no requests to speak and the hearing was closed.

PUBLIC HEARING ON LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) (EDUCATION CODE SECTION 52062)

The Board of Trustees conducted a public hearing for the purpose of receiving public comment on the Fountain Valley School District's 2018-19 Budget. Public input was welcomed. There were no requests to speak and the hearing was closed.

PUBLIC HEARING FOR 2018-19 BUDGET

PUBLIC COMMENTS

There were no requests to address the Board of Trustees.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mrs. Crandall moved to approve the Consent Calendar.

CONSENT CALENDAR

Second: Mr. Collins

Vote: 4-0

The Consent Calendar included:

- Board Meeting Minutes from May 10th Regular Meeting
- Board Meeting Minutes from May 15th Special Meeting
- Personnel Items (Employment Functions, Workshops/Conferences, And Consultants)
- Donations

- Warrants
- Purchase Order Listing
- Budget Adjustments and Transfers
- School-Based Medi-Cal Administrative Activities (SMAA) Participation Agreement
- Consolidated Application - Spring 2018 Data Collection
- Outreach Concern Contract For Professional Services
- Resolution 2018-32: Cspp Contract 2018-19
- Approve The Three Year Renewal Of Property And Casualty Claims Administration Service Agreement With Keenan & Associates And Southern California Relief Joint Powers Membership
- Student Accident Insurance – 2018-19
- Notice Of Layoff For Classified Positions

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

Dr. Johnson Thanked Mrs. Abdel and Mrs. Arjian for putting together a wonderful luncheon with FVEA celebrating our certificated staff, and for a great celebration of our teachers completing Induction. He also thanked Mr. Hessler and Mrs. O'Cain for their work on a wonderful Classified Recognition Night. In addition, he walked Courreges today and noted the fencing and construction trailers are in place, very exciting! He thanked Mrs. Lucchese for her work on the Rotary Teacher Recognition. In addition, he thanked Mrs. Theresa Payne for her work this year as SPC President. Moreover, he noted that Susan Castellanos will be our new SPC President. Also, regarding the recent Track and Field Tournament, he extended thanks to all of the coaches, activities directors, and parents who made this event possible, noting that Talbert won 30/42 events. He congratulated all three middle schools. Moreover, he shared that Mrs. Abir Kim is new FVEA president beginning July 1. He noted that he is currently walking schools on a farewell tour, simply to wish each of our employees a wonderful summer. Lastly, he called attention to Item 6J, Outreach Concern, on tonight's agenda, which provides a minimum of two days, all day elementary counselors, with our Title 1 schools slated to have 4 days. He noted that this is a game changer on our elementary campuses to help with the social, emotional and behavioral wellbeing of our students. He thanked Dr. McLaughlin and Mrs. Robinson for bringing this forward.

ADJOURNMENT

Motion: Mr. Collins moved to adjourn the meeting at 7:43PM.

Second: Mrs. Schultz

Vote: 4-0

/rl

Fountain Valley School District
Superintendent's Office

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

June 21, 2018

MINUTES

President Cunneen called the regular meeting of the Board of Trustees to order at 6:31pm.	CALL TO ORDER
The following board members were present:	ROLL CALL

Jim Cunneen	President
Ian Collins	President Pro Tem
Jeanne Galindo	Clerk
Sandra Crandall	Member
Lisa Schultz	Member

Motion:	Mr. Collins moved to approve the meeting agenda.	AGENDA APPROVAL
Second:	Mrs. Schultz	
Vote:	5-0	

There were no requests to address the Board prior to closed session.	PUBLIC COMMENTS
Dr. McLaughlin led the Pledge of Allegiance.	PLEDGE OF ALLEGIANCE

STAFF REPORTS AND PRESENTATIONS

The Board of Trustees has received notification of the upcoming Public Hearing on the Personnel Commission's proposed budget for 2018-19. The Public Hearing shall be held on June 28, 2018 at 4:30 pm. Public input will be welcomed.	ANNOUNCEMENT OF PUBLIC HEARING FOR PERSONNEL COMMISSION BUDGET (WRITTEN ONLY)

BOARD REPORTS AND COMMUNICATIONS

Mrs. Galindo's activities since the last meeting included:
FVSF meeting, Open House at Plavan, Classified Recognition

Night, Certificated Celebration at Mile Square, and work with Mrs. Crandall on Governance Handbook.

Mrs. Schultz's activities since the last meeting included: Promotion ceremony at Talbert.

Mrs. Crandall thanked our parent community for really pitching in this year, planning for our students, serving on committees, sharing thoughts, working on our PT units and their support of their children. Her activities since the last meeting included: Promotion at Masuda.

Mr. Collin's activities since the last meeting included: Promotion at Fulton.

Mr. Cunneen's activities since the last meeting included: Promotion at Fulton. He thanked his fellow trustees for their service.

PUBLIC COMMENTS

There were three requests to address the Board of Trustees. Two students and one parent addressed the Board regarding school safety. — PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mrs. Schultz moved to approve the 2018-19 Local Control Accountability Plan for the Fountain Valley School District.

Second: Mr. Collins

Mrs. Crandall commended Dr. Hoefer and her team for their work on the LCAP. She highlighted several items from the LCAP.

APPROVAL OF THE 2018-19 LOCAL CONTROL ACCOUNTABILITY PLAN FOR PLAN FOR FOUNTAIN VALLEY SCHOOL DISTRICT

Vote: 5-0

Motion: Mrs. Crandall moved to approve the 2018-19 District Budget.

Second: Mr. Collins

APPROVAL OF 2018-19 DISTRICT BUDGET

Vote: 5-0

Motion: Mrs. Galindo moved to approve the Consent Calendar. CONSENT CALENDAR

Second: Mrs. Crandall

Vote: 5-0

The Consent Calendar included:

- Approve The Contract With Preferred Meal Systems To Purchase Food And Supplies For The 2018-2019 School Year
- Appoint Members Of Citizen's Bond Oversight Committee
- Renew Agreement With TLC Auctions For Disposal Of District Surplus Property For Fiscal Year 2018-19
- Contract For Legal Services In 2018-19 School Year With Dannis, Woliver, Kelley, Attorneys At Law
- Approval Of Orange County Department Of Education PowerSchool Contracts (Formerly Known As Sungard)
- Adoption Of Resolution 2018-33 Temporary Inter-Fund Transfers From Fund 40
- Non-Public Agency Contracts

Non-Public School/Agency	100% Contract Cost	Effective Dates
Cornerstone Therapies	N/A	7/1/18-6/30/19
Del Sol School	N/A	7/1/18-6/30/19
Del Sol School	$48,626.00	7/1/18-6/30/19
Del Sol School	$57,816.00	7/1/18-6/30/19
Olive Crest Academy	N/A	7/1/18-6/30/19
Olive Crest Academy	$50,537.53	7/1/18-6/30/19
Olive Crest Academy	$48,142.00	7/1/18-6/30/19
Olive Crest Academy	$50,537.53	7/1/18-6/30/19
Port View Preparatory, Inc.	N/A	7/1/18-6/30/19
Port View Preparatory, Inc.	$114,950.00	7/1/18-6/30/19

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

Mr. Cunneen Noted the practice of business casual for summer Board meetings. The Board agreed to continue this practice this summer.

Dr. Johnson Wished our families, communities and staff a wonderful summer. In addition, he noted that he attended promotion at Masuda and wanted to commend Ms. Adams and Mr. Ploski, in addition to the student speakers, whose speeches were remarkable.

CLOSED SESSION

Mr. Cunneen announced that the Board would retire into Closed Session. Action was anticipated. The following was addressed: CLOSED SESSION

- Personnel Matters: *Government Code 54957 and 54957.1*
  Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.

- Pupil Personnel: *Education Code 35146*
  Student expulsion(s) or disciplinary matters for violation of Board Policy 5144.1.

- Negotiations: *Government Code 54957.6*
  Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.

In closed session, on the motion of Mrs. Crandall and the second of Mr. Cunneen, the governing board took action by a vote of 5 to 0, to expel Student A on June 21, 2018 for the duration of the 2017-18 school year, and to assign the student to Fulton Middle School for the 2018-19 school year.

ADJOURNMENT

Motion: Mrs. Crandall moved to adjourn the meeting at 7:10PM.

Second: Mrs. Schultz

Vote: 5-0

/rl

FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
July 12, 2018

1.0 EMPLOYMENT FUNCTIONS

1.1 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF THE FOLLOWING CERTIFICATED EMPLOYEES:

	EMPLOYE	ASSIGNMENT	LOCATION	EFFECTIVE
1.1.1	Cooley, Kristin	Instrumental Music	Talbert Middle School	06/22/2018
1.1.2	Holman, Mark	Assistant Principal	Talbert Middle School	06/29/2018
1.1.3	Jones, Ashley	2nd Grade	Newland School	06/22/2018
1.1.4	Taylor, Vienna	School Psychologist	Newland School	06/29/2018

1.2 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RETIREMENT OF THE FOLLOWING CERTIFICATED EMPLOYEE:

	EMPLOYEE	**ASSIGNMENT**	**LOCATION**	**DATE**
1.2.1	Patriarca, Renee	Middle School/ELA/SS	Fulton Middle School	06/22/2018

FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
July 12, 2018

2.0 EMPLOYMENT FUNCTIONS

2.1 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF THE FOLLOWING CLASSIFIED EMPLOYEE:

	EMPLOYEE	LOCATION	ASSIGMENT	EFFECTIVE
2.1.1	Saucedo, Sarah	District Office	Office Assistant	06/30/2018

2.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING NEW CLASSIFIED EMPLOYEE:

	EMPLOYEE	LOCATION	ASSIGNMENT	EFFECTIVE
2.1.2	Solorzano, Rebecca	District Office	Food Services Worker	06/04/2018

2.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING LIMITED TERM 2018 EXTENDED SCHOOL YEAR PROGRAM CLASSIFIED EMPLOYEE AT PLAVAN SCHOOL, FROM 7/27/18–8/20/18:

	EMPLOYEE	ASSIGNMENT
2.3.1	Talley, Jeremy	Custodian

2.4 ASSISTANT SUPERINTENDANT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING LIMITED TERM 2018 ESP SUMMER CAMP CLASSIFIED EMPLOYEE TO WORK AS CUSTODIAN

	EMPLOYEE	LOCATION	TERM
2.4.1	Cano, Roger	Cox, Gisler & Plavan	6/25/2018-8/24/2018

2.5 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING LIMITED TERM 2018 EXTENDED SCHOOL YEAR PROGRAM CLASSIFIED EMPLOYEES AT PLAVAN SCHOOL, FROM 6/26/18–7/26/18:

	EMPLOYEE	ASSIGNMENT
2.5.1	McGhie, Monique	Instructional Assistant-Moderate/Severe
2.5.2	Ortiz, Thomas	Instructional Assistant-Moderate/Severe
2.5.3	Gonzalez, Ramiro	Bus Driver
2.5.4	Rivas, Sergio	Bus Driver
2.5.5	Infantino, Anthony	Bus Driver
2.5.6	Manzon, Danny	Bus Driver
2.5.7	Gulla, Brad	Bus Driver
2.5.8	Hummel, Carol	Bus Driver
2.5.9	Reyes, Annie	Bus Driver
2.5.10	Davis, Linda	Bus Driver
2.5.11	Laursen, Weston	Bus Aide-Special Education

2.6 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE PLACEMENT OF THE CLASSIFICATION OF INSURANCE BENEFITS TECHNICIAN ON THE CLASSIFIED SALARY SCHEDULE AT RANGE 66

3.0 WORKSHOP/CONFERENCE ATTENDANCE:

	NAME	ATTENDING	LOCATION	COST	BUDGET	DATES
3.1	Sadegh, Parham	2018 CETPA Annual Conference	Sacramento, CA	Actual & Necessary	012109078-5210	*November 13-16, 2018*

FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL

July 12, 2018

EDUCATIONAL SERVICES

3.0 **INDEPENDENT CONTRACTOR AGREEMENTS/RESOLUTIONS**

	NAME	*ASSIGNMENT*	*SALARY*	*BUDGET*	*DATE*
4.1	Bio-Acoustical Corporation	Perform hearing screening, near and far vision screening, and color vision screening for designated District students (Support Services)	$14,900	012739962-5813	2018/2019 school year

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATIONS

BOARD APPROVAL DATE: 07/12/2018

SCHOOL	DONOR	AMOUNT	DESCRIPTION / INTENDED USE
COX			
	Cox PTO	$145.29	PTO Supplies
FULTON			
	Fulton PTA	$2,353.57	Coach Stipends, Tournament Expenses/Awards, Clubs
	Fulton PTA	$1,180.65	Coach Stipends
GISLER			
	Gisler PTO	$1,067.95	Charter Buses for Field Trip
MASUDA			
	Masuda PTSO	$2,754.27	Cheer & Sports Stipends/Benefits
PLAVAN			
	Plavan PTO	$2,000.00	ST Math Fees for 2018-19
TALBERT			
	Talbert PTO	$810.78	SBAC Practice Booklets
	Talbert Music Parents & Students	$58.53	Talbert's Exploratory Music Classes (3 checks)
	Talbert PTO	$1,373.00	Cecelia Barton release time, After school clubs (2 checks)
	Sowers Music Parent Assoc.	$311.27	Talbert's Exploratory Music Classes
TAMURA			
	Tamura PTO	$2,500.00	ST Math

FOUNTAIN VALLEY SCHOOL DISTRICT
BOARD MEETING JULY 12, 2018

To:	Christine Fullerton		
From:	Mino Nhek		
Subject:	Warrant Listing and ACH Payments		
Warrant Numbers:	80499	-	80818
Dates:	6/1/2018	-	6/26/2018

Fund 01	General Fund		337,254.39
Fund 12	Child Development		32,975.15
Fund 13	Cafeteria		114,389.40
Fund 14	Deferred Maintenance		-
Fund 21	GOB 2016 Election		212,511.85
Fund 25	Capital Facilities		32,510.00
Fund 40	Special Reserves		-
Fund 68	Worker Comp		407.81
Fund 69	Insurance		402,386.47
TOTAL		**$**	**1,132,435.07**

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 07/12/2018 **FROM 06/01/2018 TO 06/30/2018**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L20M4219	**LYTLE SCREEN PRINTING INC.**	**6,940.00**	6,940.00	012869390 5580	Maintenance / Uniform Cleaning
L20M4220	**GOLDEN STATE PAVING INC.**	**1,800.00**	1,800.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4221	**LEVEL 27 MEDIA**	**43.50**	43.50	012889390 4325	Custodial / Office Supplies
L20M4222	**COUNTRY CITY TOWING INC**	**550.00**	550.00	016929395 4349	7230 Home-to-Sc Transportation / Transportation Supplies (on
L20M4223	**BUCHAN, RANDOLPH J**	**290.00**	290.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
L20M4224	**AFFORDABLE GATE REPAIR**	**120.00**	120.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4282	**DECKER EQUIPMENT/SCHOOL FIX**	**850.21**	850.21	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20M4284	**KIMBALL MIDWEST**	**400.00**	400.00	012869390 4345	Maintenance / Maintenance Supplies
L20M4285	**VILLAGE NURSERIES**	**399.48**	399.48	012899390 4343	Gardening / Gardening Supplies
L20M4286	**EBERHARD EQUIPMENT**	**887.74**	887.74	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
L20M4287	**UNITED PARCEL SERVICE**	**30.00**	30.00	012869390 5930	Maintenance / Postage, Parcel, & Delivery
L20M4289	**TURF STAR INC.**	**225.00**	225.00	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
L20M4290	**MENDTRONIX INC.**	**295.19**	295.19	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4291	**VILLAGE NURSERIES**	**173.20**	173.20	012899390 4343	Gardening / Gardening Supplies
L20M4292	**REFRIGERATION SUPPLIES DISTRIB**	**300.00**	300.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20M4293	**REFRIGERATION CONTROL COMPANY**	**1,101.02**	1,101.02	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4294	**REFRIGERATION CONTROL COMPANY**	**472.63**	472.63	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
L20R1929	**ORANGE COUNTY DEPARTMENT OF ED**	**1,500.00**	1,500.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
L20R1930	**SKINNER, PAMELA**	**4,000.00**	4,000.00	010019961 5813	Medi-Cal Billing-Instructional / Consultant
L20R1931	**JOHANSON, SARA**	**650.00**	650.00	010118055 5813	Title I - Private School / Consultant
L20R1932	**COOPER, JESSICA LIN**	**650.00**	650.00	010118055 5813	Title I - Private School / Consultant
L20R1933	**JACKSON, KELLY**	**650.00**	650.00	010118055 5813	Title I - Private School / Consultant
L20R1934	**COPE, MELANY**	**650.00**	650.00	010118055 5813	Title I - Private School / Consultant
L20R1935	**ORANGE COUNTY REGISTER**	**278.40**	278.40	012849380 5825	Fiscal Services / Advertising
L20R1938	**ACSA XVII**	**285.00**	57.00	012719165 5210	Superintendent / Travel, Conference, Workshop
			228.00	012719166 5210	Board of Trustees / Travel, Conference, Workshop
L20R1940	**XEROX CORPORATION**	**10,700.00**	10,700.00	012719380 4330	Business Department / Printing/Xerox Supplies
L20R1942	**FOUNTAIN VALLEY EDUCATION ASSO**	**2,226.84**	2,226.84	016359380 5828	Staff Recognition Program / Staff Recognition
L20R1943	**PARADIGM HEALTHCARE SERVICES**	**14,175.00**	14,175.00	010019961 5813	Medi-Cal Billing-Instructional / Consultant
L20R1944	**ORANGE COUNTY DEPARTMENT OF ED**	**10,074.20**	10,074.20	012719380 5899	Business Department / Other Operating Expenses
L20S8071	**ADVANTAGE WEST INVESTMENT ENTE**	**4,718.50**	4,718.50	011000000 9320	Revenue Limit - State Revenues / STORES
L20S8072	**CROWN CARTON COMPANY**	**1,000.50**	1,000.50	011000000 9320	Revenue Limit - State Revenues / STORES

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 07/12/2018 **FROM 06/01/2018 TO 06/30/2018**

PO NUMBER	VENDOR		PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
		Fund 01 Total:	**66,436.41**	**66,436.41**		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 07/12/2018 **FROM 06/01/2018 TO 06/30/2018**

PO NUMBER	VENDOR		PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L20M4288	**HOME DEPOT**		**497.94**	497.94	120016098 4310	Extended School Instructional / Instructional Supplies
		Fund 12 Total:	**497.94**	**497.94**		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 07/12/2018 **FROM 06/01/2018 TO 06/30/2018**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L20M4283	**EREPLACEMENTPARTS.COM LLC**	**162.98**	162.98	133207380 4347	Cafeteria Fund / Repair & Upkeep Equip Supplies
L20R1927	**REFRIGERATION CONTROL COMPANY**	**213.75**	213.75	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
L20R1939	**REFRIGERATION CONTROL COMPANY**	**179.42**	179.42	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
L20R1941	**CHEFS' TOYS**	**540.00**	540.00	133207380 5899	Cafeteria Fund / Other Operating Expenses
	Fund 13 Total:	**1,096.15**	**1,096.15**		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 07/12/2018 **FROM 06/01/2018 TO 06/30/2018**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
	Total Account Amount:		**68,030.50**		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES **07/12/2018**

FRO **06/01/2018** **TO** **06/30/2018**

PO NUMBE	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L20M4005	**DUNN-EDWARDS CORPORATION**	**7,800.00**	+1,500.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20M4006	**STAPLES**	**1,400.00**	+250.00	012869390 4325	Maintenance / Office Supplies
L20M4014	**EWING IRRIGATION PRODUCTS**	**7,800.00**	+1,800.00	012899390 4343	Gardening / Gardening Supplies
L20M4019	**MCKINLEY ELEVATOR CORP**	**3,500.00**	+1,000.00	012869390 5899	Maintenance / Other Operating Expenses
L20M4090	**ICS SERVICE COMPANY**	**150.00**	+30.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
L20R0248	**PURCHASE POWER**	**20,800.00**	+4,800.00	012719385 5930	Purchasing / Postage, Parcel, & Delivery
L20R0249	**READYREFRESH BY NESTLE**	**15,576.00**	+468.00	010013189 4325	Donations - Gisler / Office Supplies
			+86.40	012109078 4325	Tech/Media Office Operation / Office Supplies
			+118.80	012658155 4325	Assessment and Accountability / Office Supplies
			+108.00	012719165 4325	Superintendent / Office Supplies
			+86.40	012719275 4325	Educational Services Admin / Office Supplies
			+270.00	012719470 4325	Personnel Department / Office Supplies
			+770.00	012721616 4325	Sch Site Admin - Newland / Office Supplies
			+264.00	012722929 4325	Sch Site Admin - Fulton / Office Supplies
			+384.00	012723232 4325	Sch Site Admin - Cox / Office Supplies
			+331.80	012723789 4325	Donations Clerical - Oka / Office Supplies
			+726.00	012723838 4325	Sch Site Admin - Talbert / Office Supplies
			+630.00	012724040 4325	Sch Site Admin - Plavan / Office Supplies
			+816.00	012724949 4325	Sch Site Admin - Masuda / Office Supplies
			+194.40	012849380 4325	Fiscal Services / Office Supplies
			+133.20	012869390 4325	Maintenance / Office Supplies
			+129.60	015999860 4325	Special Ed - Administration / Office Supplies

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES **07/12/2018**

FRO **06/01/2018** **TO** **06/30/2018**

PO NUMBE	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
			+88.80	016919395 4325	7240 Special Ed Transportation / Office Supplies
L20R1255	**ORANGE COUNTY REGISTER**	**407.20**	+63.54	012849380 4325	Fiscal Services / Office Supplies
L20R1497	**METRO BUSINESS SOLUTIONS INC.**	**539.56**	+326.23	012059385 4330	Publications / Printing/Xerox Supplies
L20R1650	**BUCHANAN, NICHOLLE**	**4,311.00**	+3,772.16	010118055 5813	Title I - Private School / Consultant
L20R1660	**SEHI COMPUTER PRODUCTS**	**22,033.69**	-1,631.34	012109078 4399	Tech/Media Office Operation / Equipment Under $500
			+1,646.48	012109078 4410	Tech/Media Office Operation / Fixed Assets $500-$5000
L20R1819	**AWARDS & TROPHIES**	**355.51**	-244.49	010142980 4310	Promotion Activities - Fulton / Instructional Supplies
L20R1865	**VAN DE PLASCH, RICHARD**	**526.00**	+246.00	010142980 5899	Promotion Activities - Fulton / Other Operating Expenses
	Fund 01 Total:		**+19,163.98**		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES **07/12/2018**

FRO **06/01/2018** **TO** **06/30/2018**

PO NUMBE	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L20R0193	**SOUTHWEST SCHOOL AND OFFICE SU**	**5,024.22**	-2,451.25	120016098 4310	Extended School Instructional / Instructional Supplies
			+2,087.97	120016098 4410	Extended School Instructional / Fixed Assets $500-$5000
L20R0202	**SMART & FINAL**	**6,887.50**	+1,500.00	123207598 4710	Child Dev Cntr Prsch Food Serv / Food
L20R0249	**READYREFRESH BY NESTLE**	**15,576.00**	+240.00	120336098 4325	Extended School Administration / Office Supplies
	Fund 12 Total:		**+1,376.72**		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES **07/12/2018**

FRO **06/01/2018** **TO** **06/30/2018**

PO NUMBE	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L20R0139	**AMECI'S PIZZA**	**38,255.00**	+5,255.00	133207380 4710	Cafeteria Fund / Food
L20R0140	**DOMINO'S PIZZA**	**37,000.00**	+5,000.00	133207380 4710	Cafeteria Fund / Food
L20R0143	**GOLD STAR FOODS**	**212,439.68**	-44,560.32	133207380 4710	Cafeteria Fund / Food
L20R0144	**P & R PAPER SUPPLY COMPANY**	**13,832.93**	+3,832.93	133207380 4790	Cafeteria Fund / Food Services Supplies
L20R0145	**PJ OF SOUTHERN CALIFORNIA LP**	**28,468.37**	-9,531.63	133207380 4710	Cafeteria Fund / Food
L20R0146	**PICK UP STIX**	**28,800.00**	-200.00	133207380 4710	Cafeteria Fund / Food
L20R0147	**SWIFT PRODUCE**	**30,500.00**	+5,500.00	133207380 4710	Cafeteria Fund / Food
L20R0249	**READYREFRESH BY NESTLE**	**15,576.00**	+86.40	133207380 4325	Cafeteria Fund / Office Supplies
L20R0361	**CLEARBROOK FARMS INC**	**76,630.81**	+6,630.81	133207380 4710	Cafeteria Fund / Food
L20R0614	**SANDWICH WORLD**	**13,200.00**	+2,700.00	133207380 4710	Cafeteria Fund / Food
L20R0748	**US FOODS INC**	**20,000.00**	-10,000.00	133207380 4710	Cafeteria Fund / Food
L20R0758	**PREFERRED MEAL SYSTEMS INC**	**24,756.00**	-8,244.00	133207380 4710	Cafeteria Fund / Food
	Fund 13 Total:		**-43,530.81**		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES **07/12/2018**

FRO **06/01/2018** **TO** **06/30/2018**

PO NUMBE	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L20R1554	**RACHLIN PARTNERS INC**	**375,000.00**	+175,000.00	213012980 6220	GOB, ELECTION 2016-Fulton / Architect/Engineer Fees-Bldg
L20R1555	**RACHLIN PARTNERS INC**	**250,000.00**	+100,000.00	213011680 6220	GOB, ELECTION 2016-Newland / Architect/Engineer
L20R1556	**RACHLIN PARTNERS INC**	**225,000.00**	+75,000.00	213011080 6220	GOB, ELECTION 2016-Tamura / Architect/Engineer Fees-Blc
	Fund 21 Total:		**+350,000.00**		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES **07/12/2018**

FRO **06/01/2018** **TO** **06/30/2018**

PO NUMBE	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
	Total Account Amount:		**+327,009.89**		

FOUNTAIN VALLEY SD

Reference #:
2018 27

Adjustment of Funds

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 4040 SPECIAL RESERVE/C.O.P.

Object	Description	FROM	TO
8900	INCOMING TRANSFERS		7,672,444.00
9780	OTHER ASSIGNMENTS		7,672,444.00
	Subfund Total:	**0.00**	**15,344,888.00**

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 07/12/2018.

AYES: _____
NOES: _____
ABSENT: _____

_____
Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200___.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:
2018 15

Transfer of Funds

It has been resolved to make the budget transfers as listed below per Education Code 42600.

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES	2,025.00	9,379.00
2200	CLASSIFIED SUPPORT		2.00
2900	OTHER CLASSIFIED SALARIES	2,209.00	
3101	STRS-CERTIFICATED POSITIONS		743.00
3102	STRS-CLASSIFIED		37.00
3313	MEDICARE-CERTIFICATED		91.00
3314	MEDICARE-CLASSIFIED		4.00
3353	ARP-CERTIFICATED		2.00
3402	HEALTH & WELFARE-CLASSIFIED		150.00
3601	WORKERS'COMP-CERTIFICATED		141.00
3602	WORKERS'COMP-CLASSIFIED		275.00
4100	TEXTBOOKS	89.00	
4200	BOOKS OTHER THAN TEXTBOOKS		30.00
4300	MATERIALS & SUPPLIES	9,207.00	5,272.00
4400	NONCAPITALIZATION EQUIPMENT	755.00	
5200	TRAVEL & CONFERENCES	469.00	20.00
5600	RENTAL,LEASE,REPAIR & NON CAP	1,447.00	
5800	PROF/CONS SERV & OPER EXPENSE	9,314.00	9,369.00
	Subfund Total:	**25,515.00**	**25,515.00**

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 07/12/2018.

AYES: _____
NOES: _____
ABSENT: _____

_____
Secretary, Board of Trustees

The above transfer was approved on the _____ day of _____, 200___.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: RESOLUTION 2019-01: AUTHORIZATION OF SIGNATURES ON REPLACEMENT WARRANTS
DATE: June 20, 2018

Background:

Any warrant that is presented to the County Treasurer within six months after it was issued is void and said warrants are then voided and replaced by issuing another warrant. In order to eliminate the necessity of obtaining a second board approval for the same warrant, a Resolution authorizing district employees to sign is required.

Recommendation:

It is recommended that the Board of Trustees adopts **RESOLUTION 2019-01**: Authorization of Signatures on Replacement Warrants.

RESOLUTION 2019-01

AUTHORIZATION OF SIGNATURES ON REPLACEMENT WARRANTS

WHEREAS, Education Code Section 42660/85270 states that any school warrant not presented to the County Treasurer within six months after it was issued is void;

NOW, THEREFORE BE IT RESOLVED, that the following district employees are hereby authorized to sign replacement warrants within the provisions of Education Code Section 42660/85270; said warrants to replace warrants that are not presented to the County Treasurer within six months, or as otherwise provided after issuance, and thus become void:

Mark Johnson, Superintendent
Christine Fullerton, Assistant Superintendent, Business Services
Cathie Abdel, Assistant Superintendent, Personnel
Isidro Guerra, Director, Fiscal Services
Ross Hessler, Director, Human Resources

MOTION: SECOND:

AYES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

I, Jeanne Galindo, Clerk of the Board of Trustees of Fountain Valley School District of Orange County, California, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 12th of July, 2018, and passed by a _____ vote of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12th day of July, 2018.

Clerk _____

Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: RESOLUTION 2019-02: APPOINTMENT OF CUSTODIAN THE REVOLVING CASH FUND
DATE: June 20, 2018

BACKGROUND

Education Code Section 42800 provides that the Governing Board may establish a Revolving Cash Fund in an amount not more than two percent (2%) of the district's estimated expenditures during the fiscal year, and not in any event, to exceed $35,000 for an elementary school district.

RECOMMENDATION

It is recommended that the Board of Trustees adopts **RESOLUTION 2019-02** naming Christine Fullerton, Assistant Superintendent, Business Services, custodian of the Revolving Cash Fund.

kf

FOUNTAIN VALLEY SCHOOL DISTRICT

RESOLUTION 2019-02
APPOINTMENT OF CUSTODIAN OF REVOLVING CASH FUND

WHEREAS, Education Code section 42800 authorizes the Governing Board of any school district to establish a Revolving Cash Fund; and

WHEREAS, Education Code section 42800 requires that the Governing Board adopt a resolution setting forth the need for a Revolving Cash Fund and designate the officer authorized to sign checks from the Revolving Cash Fund; and

WHEREAS, the Revolving Cash Fund may be used for any lawful education purpose authorized under Education Code section 35160; and

WHEREAS, the maximum amount of the revolving cash shall not exceed the limits set forth in Education Code section 42800;

NOW, THEREFORE, BE IT RESOLVED, the Board of Trustees authorizes the Assistant Superintendent, Business Services, be appointed as custodian of said Fund and that the signature of the custodian be required on checks drawn on the Revolving Cash Fund.

SIGNATURE:

Christine Fullerton
Assistant Superintendent
Business Services

_____

AYES: MEMBERS

NOES: MEMBERS

ABSENT: MEMBERS

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

I, Jeanne Galindo, Clerk of the Board of Trustees of the Fountain Valley School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 12th day of July 2018, and passed by _____vote of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12th day of July 2018.

_____
Clerk of Board of Trustees

Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: RESOLUTION 2019-03: AUTHORIZATION OF APPROVAL OF VENDOR CLAIMS/ORDERS
DATE: June 20, 2018

Background:

Authorization of Approval of Vendor Claims/Orders is required to approve vendor orders for payment, warrant registers as indicated, (this will also include electronic warrants within the Accounting Systems) and that all previous authorizations of signatures are rescinded.

Recommendation:

It is recommended that the Board of Trustees approve **RESOLUTION 2019-03**: Authorization of Approval of Vendor Claims/Orders.

RESOLUTION 2019-03

AUTHORIZATION OF APPROVAL OF VENDOR CLAIMS/ORDERS

FOUNTAIN VALLEY SCHOOL DISTRICT DATE June 20, 2018

I, Jeanne Galindo, Clerk of the governing Board of the above named School District of Orange County, California, hereby certify that the said Board at a regular meeting thereof, held on the 12th day of July 2018, adopted by a majority vote of said Board, a resolution that the following named persons be authorized to approve vendor payments electronically, effective the 12th day of July 2018 ; and that all previous authorizations for approval are rescinded. This resolution further states that when the authorization is exercised, the claims and orders have been ordered paid by said Board, and have been processed pursuant to the provisions of Education Code Sections 42630-34/85230-34.

This authorization is subject to the following provisions:

NAME TYPED	SPECIMEN SIGNATURE
Mark Johnson	
Christine Fullerton	
Isidro Guerra	
Kim Fogarty	Kim Fogarty

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of July 2018.

Clerk _____

Fountain Valley School District
BUSINESS SERVICES DIVISION

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: RESOLUTION 2019-04: AUTHORIZATION OF SIGNATURES
DATE: June 20, 2018

Background:

Authorization of Signatures is required to sign payroll notices of employment/changes of status (NOE/CS), time sheets, vendor orders for payment, warrant registers as indicated, (this will also include electronic warrants within the Accounting Systems), and that all previous authorization of signatures are rescinded.

Recommendation:

It is recommended that the Board of Trustees approve **RESOLUTION 2019-04**: Authorization of Signatures.

kf

Board Meeting: July 12, 2018

RESOLUTION 2019-04: AUTHORIZATION OF SIGNATURES

FOUNTAIN VALLEY SCHOOL DISTRICT DATE: June 20, 2018

I, Jeanne Galindo, Clerk of the governing Board of the above named School District of Orange County, California, hereby certify that the said Board at a regular/special meeting thereof, held on the 12th day of July, 2018, adopted by a majority vote of said Board, a resolution that the following named persons be authorized to sign payroll notices of employment/changes of status (NOE/CS), Time Sheets, vendor orders for payment and warrant registers as indicated, and that all previous authorization of signatures are rescinded. This resolution further states that the authorization is subject to the following provisions:

NAME TYPED	SPECIMEN SIGNATURE	AUTHORIZED TO SIGN: PAYROLL		VENDOR PAYMENTS	
		NOE/CS	TIME SHEET	ORDERS	REGISTERS
Mark Johnson		X	X	X	X
Christine Fullerton		X	X	X	X
Isidro Guerra		X	X	X	X
Kim Fogarty				X	X
FACSIMILE SIGNATURES					
Mark Johnson		X	X	X	X
Christine Fullerton		X	X	X	X
Isidro Guerra		X	X	X	X
Kim Fogarty				X	X

I further certify that the signatures following are those of the members of the governing Board not mentioned above.

NAME TYPED	SIGNATURE
Jeanne Galindo	
Sandra Crandall	
Lisa Schultz	
Ian Collins	
Jim Cunneen	

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of July, 2018.

Authorize Signatures

Clerk _____

FOUNTAIN VALLEY SCHOOL DISTRICT
Educational Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services
SUBJECT: ***RECORD OF EIGHTH GRADE PROMOTION, JUNE 2018***
DATE: June 20, 2018

==========

Background:
Board Policy 5127 stipulates that the names of all students who are recommended for an eighth grade Certificate of Promotion be recorded within the minutes of a Board meeting. The attached lists of eighth grade students have been submitted by the three middle school principals.

Fiscal Impact:
There is no fiscal impact.

Recommendation:
It is recommended that the Board of Trustees approves, as submitted by the principals, the names of all students recommended for an eighth grade Certificate of Promotion in the 2017/18 school year.

Fountain Valley School District

6/20/2018

2017-2018

8th Grade 2017/2018

First Name	Middle Name	Last Name	Sex	School
Dylan	Matthew	Abernathy	M	FULTON
Syed-Ibrahim		Ahmed	M	FULTON
Nisha Julliene	Alejandro	Alberto	F	FULTON
Julian	Heritage	Anaya	M	FULTON
Zane	L	Antonson	M	FULTON
Ansharah		Asif	F	FULTON
Ethan	Samuel	Atwood	M	FULTON
Natalie		Ayvazian	F	FULTON
Matthew	Ryan	Bees	M	FULTON
Ki'ara	Jailani	Benavente Munoz	F	FULTON
Alexander	Troy	Bennett	M	FULTON
Grant	Owen	Bogdanovich	M	FULTON
Ethan	Robert	Brand	M	FULTON
Chase	Andrew	Brannon	M	FULTON
Ryder	J	Brooks	M	FULTON
Dylan	Marc Joseph	Bruno	M	FULTON
Tiffany	Taylor	Burch	F	FULTON
Amelia	Mae	Bush	F	FULTON
Malia	Lynn	Cain	F	FULTON
Cameron	Thanh	Cao	F	FULTON
Taylor	Lynn	Capps	F	FULTON
Jaden	H	Carr	M	FULTON
Jacob	David	Castaneda	M	FULTON
Emily		Castro	F	FULTON
Codi		Chantravat	F	FULTON
Emma	Keilani	Chavez	F	FULTON
Riley	Christine	Christiansen	F	FULTON
Alexia	Thi	Cooper	F	FULTON
Elaina	Luci	Corella	F	FULTON
Daniel	Joseph	Cortez	M	FULTON
Jocelyn	Christina	Cramer	F	FULTON
Isabel	Ann	Cutler	F	FULTON
Aidan	Trieu-Hy	Dang	M	FULTON
Denise		Dang	F	FULTON
Jacob	Huulong	Dang	M	FULTON
Angelyne	Thuy-Tien	Dao	F	FULTON
Isabella	Brianna	Day-Galiteva	F	FULTON
Alexys	Taylor	DeMaria	F	FULTON
Gregory	Alan	DeSantis	M	FULTON
Kai	Gavin	Dettloff	M	FULTON
Evelyn	Anh Thu	Dinh	F	FULTON
Christian	Joseph	Dizon	M	FULTON
Khue		Doan	F	FULTON
Mason	Nhan	Doan	M	FULTON
Vivian		DoanVo	F	FULTON
Lauren	Garcia	Domingo	F	FULTON
Kaitlyn	Elizabeth	Drury	F	FULTON
Patrick	Hoang	Du	M	FULTON

First Name	Middle Name	Last Name	Sex	School
Hailey	Ryan	Durell	F	FULTON
Giovanni	Vespaziano	Duro	M	FULTON
Nathaniel	Cole	Elekes	M	FULTON
Keara	Margaret	Eulberg	F	FULTON
Drahcir	Lynn	Evans	F	FULTON
Jack	William	Falkenstien	M	FULTON
Dana	Marie	Fee	F	FULTON
Michael	A	Felix	M	FULTON
Samuel	James	Ferretti	M	FULTON
Natalie	Alexandra	Fryman	F	FULTON
Karlee	Bryce	Giuntoli	F	FULTON
Trinity	Alexy	Granados	F	FULTON
Juliana	Richelle	Gray	F	FULTON
Emma	Renee	Green	F	FULTON
Thu	Nha Anh	Ha	F	FULTON
Alina		Hamade	F	FULTON
Christy		Haroun	F	FULTON
Joaquin	Albert	Harsh	M	FULTON
Mathias	Philip	Harsh	M	FULTON
Clark		Hedrick	M	FULTON
Taylor	Kay	Heit	F	FULTON
Sophia	Anne	Henry	F	FULTON
Joshua	David	Hernandez	M	FULTON
Jovana	Josefina	Hester	F	FULTON
Jeremy		Ho	M	FULTON
Matthew		Ho	M	FULTON
Kelsey		Hoang	F	FULTON
Vinh	Nhat	Hoang	M	FULTON
Emily	Malyn	Huffmire	F	FULTON
Jonathan	Dich	Huynh	M	FULTON
Lucas	Dam	Huynh	M	FULTON
Kotaro		Ito	M	FULTON
Kayla	Noelle	Jahshan	F	FULTON
Lincoln	Joseph	Johnson	M	FULTON
Caden	Daniel	Jones	M	FULTON
Cody	Lee	Jones	M	FULTON
Madison	Mishky	Jones	F	FULTON
Abdulrahman		Kaskas	M	FULTON
Jaden	Travis	Kelly	M	FULTON
Sean	Henry	Kemick	M	FULTON
Parker	Samuel	Kendig	M	FULTON
Ata		Khalil	M	FULTON
Gigi	Hunter	Kikawa	F	FULTON
Kendra	Louise	Kingsley Conko	F	FULTON
Tyler	Jonathan	Krause	M	FULTON
Owen	James	Krueger	M	FULTON
Caleb	Tin-Lok	Kwok	M	FULTON
Brandon	T	Lam	M	FULTON

First Name	Middle Name	Last Name	Sex	School
Han	Gia	Lam	F	FULTON
Leah	Ashley	LaVigne	F	FULTON
Aileen		Le	F	FULTON
Angelina		Le	F	FULTON
Daren	Xuan Toan	Le	M	FULTON
Denise	Lam	Le	F	FULTON
Kyle	Nguyen	Le	M	FULTON
Lucas	Tai	Le	M	FULTON
Marvin	Minh	Le	M	FULTON
Bryce	Robert	Leach	M	FULTON
Brandon	Jason	Liu	M	FULTON
Judy	Nguyen	Liu	F	FULTON
Sariah	Annelies	Loftis	F	FULTON
Joel	Nathaniel	Longoria	M	FULTON
Jerett	Jayden	Loy	M	FULTON
Amberlynn	Dao-Anh	Luong	F	FULTON
Dylan	Hau Gia	Luu	M	FULTON
Kevin		Luu	M	FULTON
Robert	Ward	Macey	M	FULTON
McKenzie	Ray	Martell	F	FULTON
Spencer	Bowen	McDonald	M	FULTON
Natalie	Drew	Medina Howard	F	FULTON
Divya		Mehta	F	FULTON
Cameron	Steven	Meis	M	FULTON
Nicolas	Dane	Mendez	M	FULTON
Bryanna	Elizabeth	Merino	F	FULTON
Benjamin	Clark	Merrill	M	FULTON
Maclane	Hughes	Mirrotto	M	FULTON
Justine	Haejin Ly	Moon	F	FULTON
Lauren	H	Moon	F	FULTON
Abraham		Morales	M	FULTON
Mahad		Mukhtar	M	FULTON
Ashley	Mae	Mundo	F	FULTON
Phoebe	Leone	Munholland	F	FULTON
Kathleen	Ruth	Nehrbass	F	FULTON
Rebekah	Ann	Nehrbass	F	FULTON
Nguyen	Tri	Ngo	M	FULTON
Sophia	Van	Ngo	F	FULTON
Alan	Van	Nguyen	M	FULTON
Alessandra	Hue Khanh	Nguyen	F	FULTON
Alexandre	T	Nguyen	M	FULTON
Allison	My-Ngoc	Nguyen	F	FULTON
Amy	Thanhtruc	Nguyen	F	FULTON
Angie	Thien-Quy	Nguyen	F	FULTON
Brandon	Minh	Nguyen	M	FULTON
Brian	Trong	Nguyen	M	FULTON
Bryan		Nguyen	M	FULTON
Cameryn	Ly	Nguyen	F	FULTON

First Name	Middle Name	Last Name	Sex	School
Chloe	Nicole	Nguyen	F	FULTON
Christopher	Huuanh	Nguyen	M	FULTON
Corey	Dang Thinh	Nguyen	M	FULTON
Dominic	Duy	Nguyen	M	FULTON
Genevieve	Ninh Kim	Nguyen	F	FULTON
Jacob	Huan	Nguyen	M	FULTON
Jacqueline	Xuannhi	Nguyen	F	FULTON
Jacquelyn	Tam Vy	Nguyen	F	FULTON
Jeffery	Tran	Nguyen	M	FULTON
Jessica	Thao Mi	Nguyen	F	FULTON
Joshua	Tuong	Nguyen	M	FULTON
Katelyn	Thien-Cat	Nguyen	F	FULTON
Kathleen	Loan Chau	Nguyen	F	FULTON
Katie		Nguyen	F	FULTON
Khiem	Ba	Nguyen	M	FULTON
Leyna	T	Nguyen	F	FULTON
Matthew	Huu	Nguyen	M	FULTON
Michelle	Mai An	Nguyen	F	FULTON
Muriel	Astra	Nguyen	F	FULTON
My	Tra	Nguyen	F	FULTON
Nathan	A	Nguyen	M	FULTON
Ngoc Bao	Hong	Nguyen	F	FULTON
Sean	Minh	Nguyen	M	FULTON
Shanley	Minh	Nguyen	F	FULTON
Tristan	Huu Tan	Nguyen	M	FULTON
VietLong	Dimitri	Nguyen	M	FULTON
Vy	Thuy	Nguyen	F	FULTON
Winette	Khanh	Nguyen	F	FULTON
Emma	Paige	Nolte	F	FULTON
Tyra	Madison	Oberg	F	FULTON
Andrew	Luis	Olivares	M	FULTON
Nicholas	Gregory	Olquin	M	FULTON
Emelia	Parvin	Ostovarpour	F	FULTON
Mustapha	Al-Dean	Othman	M	FULTON
Christopher	Michael	Ouellette	M	FULTON
Abigail	Leann	Owens	F	FULTON
Fletcher	Timothy	Patterson	M	FULTON
Jaden	Danielle	Perez	F	FULTON
Kathryn	Frances	Peterson	F	FULTON
Ashley	Thu	Pham	F	FULTON
Clinton	Hoang	Pham	M	FULTON
Nicholas	Le	Pham	M	FULTON
Taylor	Ngoc	Pham	F	FULTON
William	Yenson	Pham	M	FULTON
Dylan	Minh	Phan	M	FULTON
Eric	Duong	Phan	M	FULTON
Derrick	Chi	Phu	M	FULTON
Angelina		Raja	F	FULTON

First Name	Middle Name	Last Name	Sex	School
Samantha	Mari	Richardson	F	FULTON
Aiden	James	Rieff	M	FULTON
Hannah	Elizabeth	Robert	F	FULTON
Courtney	Paige	Robinson	F	FULTON
Brandon	Kai	Rodriguez	M	FULTON
Jaime	Rivera	Rollins	M	FULTON
Gavin	Miguel	Rose	M	FULTON
Jack	Cooper	Ross	M	FULTON
Roxanne	Rylee	Ross	F	FULTON
Ava	Renee	Rothrock	F	FULTON
Jake	Timothy	Ruiz	M	FULTON
Marlet		Ruiz	F	FULTON
Sophia	Isabella	Ruiz	F	FULTON
Robert	Ethan	Rumney	M	FULTON
Mia	Angelique	Russo	F	FULTON
Laura Eunice	Lapuz	Sabate	F	FULTON
Aidan	Christopher	Sapp	M	FULTON
Dominic	Matthew	Schorle	M	FULTON
Gavin	James	Schuld	M	FULTON
James	Glenn	Seaton	M	FULTON
Alexis	Kaleah	Senn	F	FULTON
Angela	Karolyn	Shen	F	FULTON
Sophia	Grace	Simms	F	FULTON
Bryce	Alexander	Sizemore	M	FULTON
Campbell	Brooke	Smith	F	FULTON
Garrett	Mitchell	Smith	M	FULTON
Jayme	Leowahinenui Asolite	Solomon	F	FULTON
Levi	William	Spalter	M	FULTON
Luke	James	Stoyanoff	M	FULTON
Weston	Adam	Straw	M	FULTON
Madison	Nicole	Suekawa	F	FULTON
Colin	Terence	Sweeney	M	FULTON
Bang	Toai Anh	Thai	M	FULTON
Zanvious		Thantrong	F	FULTON
Joshua		Thaosatien	M	FULTON
Caitlin	Virginia Sue	Tillmanns	F	FULTON
Michelle	Ha-Mi	To	F	FULTON
Jonathan	Thong	Tra	M	FULTON
Andrew	Hieu	Tran	M	FULTON
Brandon	Hieu	Tran	M	FULTON
Caitlyn	My	Tran	F	FULTON
Casey	Nhat Dinh	Tran	M	FULTON
Catherine	Rose	Tran	F	FULTON
David	Dat	Tran	M	FULTON
Emily	Thuyphuong	Tran	F	FULTON
Ethan	Dinh	Tran	M	FULTON
Farah	Lan	Tran	F	FULTON
Heidi	Thy	Tran	F	FULTON

First Name	Middle Name	Last Name	Sex	School
Jacob	Aboubakare	Tran	M	FULTON
Jolina		Tran	F	FULTON
Kean		Tran	M	FULTON
Kimberly	My	Tran	F	FULTON
Michelle	Chau	Tran	F	FULTON
Nerissa	Thien	Tran	F	FULTON
Shanley	Vi	Tran	F	FULTON
Taylor	Thong	Tran	M	FULTON
Trisha	Thao	Tran	F	FULTON
Trung	Quang	Tran	M	FULTON
Vianh	A	Tran	F	FULTON
Mailey		Trieu	F	FULTON
Steven	Hoang Quan	Truong	M	FULTON
Kianna	Noelle	Tucci	F	FULTON
Catherine	Sachiko	Tyler	F	FULTON
Amber	Isabelle	Uribe	F	FULTON
Vivian	Jodie	Valerio	F	FULTON
Haydi	Emilia	Valladolid	F	FULTON
Haley	Marie	Varner	F	FULTON
Drew	Michael	Villarreal	M	FULTON
Alan	Yair	Villegas	M	FULTON
Katie	Ngoc Ai	Vo	F	FULTON
Nathan	Tuan	Vo	M	FULTON
Sophia	Sachi	Vogel	F	FULTON
Kayla	Que-Anh	Vu	F	FULTON
Mary Jane	Kim	Vu	F	FULTON
Nam	Dinh Phuong	Vu	M	FULTON
Natalie	Kim	Vu	F	FULTON
Vy	Khanh	Vu	F	FULTON
Tyler	Quang-Thai	Vuong	M	FULTON
Darius	Albert	Watkins	M	FULTON
Blake	Camden	Wentz	M	FULTON
Denise	Nicole	Weyrick	F	FULTON
Jaden	Albert	Wilno	M	FULTON
Kylie	Tsu-An	Wu	F	FULTON
Jason	Glen	Xu	M	FULTON
Ethan	Tylor	Yeh	M	FULTON
LyLyan		Yenson	F	FULTON
Josiah		Zamora	M	FULTON
Mackenzie	Rae	Zebarth	F	FULTON
Sean	Matthew	Zukle	M	FULTON
Jose	Angel	Acuna	M	TALBERT
Jude	Lucas	Adams	M	TALBERT
Juan	Jose	Aguirre	M	TALBERT
Ethan	Marcelino	Almaraz	M	TALBERT
Kareem		Alzaim	M	TALBERT
Austin	Charles	Amesquita	M	TALBERT
Samantha		Armenta	F	TALBERT

First Name	Middle Name	Last Name	Sex	School
Samantha	Marie	Armstrong	F	TALBERT
Nila	Samara	Astwood	F	TALBERT
Nicholas	Cameron	Auld	M	TALBERT
Jana		Baghal	F	TALBERT
Elise	Kianna	Bagley	F	TALBERT
Jacob	Vincent	Baker	M	TALBERT
Benjamin	Michael	Banner	M	TALBERT
Dima	Hatem	Barhum	F	TALBERT
Samantha		Bell	F	TALBERT
Kylee	T	Bennett	F	TALBERT
Brayden	Richard	Boggs	M	TALBERT
Cody	Christopher	Boline-Pierce	M	TALBERT
Asher	Aiden	Bradshaw	M	TALBERT
Teagan	Parie	Briles	M	TALBERT
Noah	Lewis	Broadlick	M	TALBERT
Jacob	Isreal	Brown	M	TALBERT
Hien	Ngoc	Bui	F	TALBERT
Tanner	Ray	Burgess	M	TALBERT
Alexander	Baltazar	Calderon	M	TALBERT
Madison		Cantley	F	TALBERT
Haylie	Marie	Carruth	F	TALBERT
Nadine		Castell	F	TALBERT
Evan	Eugene	Cavener	M	TALBERT
Andrew	Nicholas	Chavez	M	TALBERT
Sailor	Kelly	Church	F	TALBERT
Bailey	McKenna	Clements	F	TALBERT
Leo	James	Colorado	M	TALBERT
Miller	Jon	Combs	M	TALBERT
Riley	Sebastian	Cope	M	TALBERT
Isabella	Corrinne	Cort	F	TALBERT
Luke	Dallas	Crabtree	M	TALBERT
Cassandra	Audrey	Cross	F	TALBERT
Anthony	Jordan	Cuellar	M	TALBERT
Micayla	Ethel Jean	Currier	F	TALBERT
Krystal	Thao Mi	Dang	F	TALBERT
Alex	Michael	Davis	M	TALBERT
Maddox	Carl	Davis	M	TALBERT
Nathaly	Monserrat	De La Paz	F	TALBERT
Samantha	Alicia	Delio	F	TALBERT
Cynthia		Dinh	F	TALBERT
Jacqueline	Tien	Dinh	F	TALBERT
Katie		Doan	F	TALBERT
Michael	Thomas	Doti	M	TALBERT
Kaitlyn	Elizabeth	Dowdy	F	TALBERT
Lucy	Eleanor	Dowdy	F	TALBERT
Clare	Marie	Duquette	F	TALBERT
Vaughn	William	Edwards-Novosel	M	TALBERT
David	Alan	Evans	M	TALBERT

First Name	Middle Name	Last Name	Sex	School
Ethan	Huynh	Exequiel	M	TALBERT
Justin	Makai	Faison	M	TALBERT
David	James	Faris	M	TALBERT
Hailey	Ann	Fernandes	F	TALBERT
Leah	E	Ferris	F	TALBERT
Sydney	Elizabeth	Field	F	TALBERT
Lucas	David	Fisher	M	TALBERT
Troy	Jefferson	Fletcher	M	TALBERT
Emma	Catherine	Fonseca	F	TALBERT
Andre	James	Foucrier	M	TALBERT
Raymond	John	Frechette	M	TALBERT
William	George	Fry	M	TALBERT
Kammy	Leigh	Garcia O'Brien	F	TALBERT
Nataly	Aleyda	Garcia Vasquez	F	TALBERT
Mark	Alexander	Gibson	M	TALBERT
Ethan	Wayne	Gilbert	M	TALBERT
Bora		Gogoglu	M	TALBERT
Presley	Lloyd	Golobay	M	TALBERT
Abigail	Jean	Gordon	F	TALBERT
Jackson	D.C.	Graf	M	TALBERT
Ava		Greathouse	F	TALBERT
James	Allen	Greenfield	M	TALBERT
Marley	Emiliano	Griffith	M	TALBERT
Connor	James	Grudt	M	TALBERT
Delilah		Guerrero	F	TALBERT
Darin	Tyler	Gustafson	M	TALBERT
Joshua	David	Halstead	M	TALBERT
Lauren	Elise	Hanson	F	TALBERT
Dylan	James	Heitmeyer	M	TALBERT
Justin	Greg	Henderson	M	TALBERT
Conrad	Christopher	Henley	M	TALBERT
Cash	Lynn	Hennessee	F	TALBERT
Hailey		Hernandez	F	TALBERT
Joshua	Peter	Hershfield	M	TALBERT
Avery	Leo	Hill	M	TALBERT
Shane	William	Hill	M	TALBERT
Jennifer	Nozomi	Hirahara	F	TALBERT
Courtney		Ho	F	TALBERT
Jonathan	Hoang	Hua	M	TALBERT
Stephanie	Claire	Huang	F	TALBERT
Myles	Elijah	Hudgins	M	TALBERT
Ebin	James	Hulett	M	TALBERT
Katherine		Hun	F	TALBERT
Eileen	Anne	Huynh	F	TALBERT
Kaylin	Grace	Hyland	F	TALBERT
Abigail	Nicole	Ingalls	F	TALBERT
Esther	Grace Ann	Ingalls	F	TALBERT
Anthony	John	Inman	M	TALBERT

First Name	Middle Name	Last Name	Sex	School
Hailey	Ann	Jarvis	F	TALBERT
Alec	Joseph	Jenkins	M	TALBERT
Robert	Edward	Johnson	M	TALBERT
Hayden	Ewers	Kelley	M	TALBERT
Natasha		Keough	F	TALBERT
Samantha	Ann	Khoury	F	TALBERT
Elizabeth	Jungyoon	Kim	F	TALBERT
Kaitlyn	May	Klasey	F	TALBERT
Madison	Kay	Klasey	F	TALBERT
Austin	Ryder Azcona	Kolbly	M	TALBERT
Ariana	Sophie	Koralek	F	TALBERT
Hannah	Lynn	Kuehn	F	TALBERT
Blake	Anthony	La Tour	M	TALBERT
Taylor	Grace	Lak	F	TALBERT
John	F	Lally	M	TALBERT
Luke	John	Lamude	M	TALBERT
Chanel	Perris	Lara	F	TALBERT
Emily	T	Le	F	TALBERT
Tyra	Long Ha	Le	F	TALBERT
Emily	Walker	Leahy	F	TALBERT
James	Seung Woo	Lee	M	TALBERT
Julianne	Han	Lee	M	TALBERT
William	Huy	Lee	M	TALBERT
Andrew	Hsiang-Kai	Liu	M	TALBERT
Nathan	James	Lockwood	M	TALBERT
Jose Manuel		Lopez	M	TALBERT
Jesse	Thong	Ly	M	TALBERT
Madison	Elizabeth	Lynch	F	TALBERT
Hanna	Mackenzie	Lyter	F	TALBERT
Raul	Leonardo	Magana	M	TALBERT
Lexi	Breann	Manning	F	TALBERT
Nathaniel	Harris	Marchesi	M	TALBERT
Brandon	Gregory	Martin	M	TALBERT
Samantha	Ann	Martinez	F	TALBERT
Jaden	Alexander	Maturino	M	TALBERT
Christian	Lon	McCollam	M	TALBERT
Zander	Rockwell	McCraney	M	TALBERT
Kiana	Lan	McGowan	F	TALBERT
William	Blade	McPhaul	M	TALBERT
Evelyn	Elizabeth	Meek	F	TALBERT
Essene	Gabriel	Meeks	M	TALBERT
Skyler		Mercier	F	TALBERT
Levi	Richard	Miller	M	TALBERT
Amanda	Katherine	Moloney	F	TALBERT
Jeremy	Bucio	Montiel	M	TALBERT
Martin		Montoya	M	TALBERT
Marina	Anne Marie	Moore	F	TALBERT
Thomas	Daniel	Moratinos	M	TALBERT

First Name	Middle Name	Last Name	Sex	School
Alec	Ali	Mukaled	M	TALBERT
Ronin	Michael	Muskita	M	TALBERT
Brian	Thai	Nguyen	M	TALBERT
Emme	Christine	Nguyen	F	TALBERT
Hannah	Truong	Nguyen	F	TALBERT
Kyle	Thai	Nguyen	M	TALBERT
Lyly	Khoa	Nguyen	F	TALBERT
Tay		Nguyen	M	TALBERT
Tracey	Thuy-Duong	Nguyen	F	TALBERT
Izabella	Alysse	Nix	F	TALBERT
Lucas	Anthony	Noceti	M	TALBERT
Vanessa	Desiree	Noethe	F	TALBERT
Troy	Daniel	O'Hara	M	TALBERT
Brianna	Nicole	Olszewski	F	TALBERT
Esteban	Emilio	Palacios	M	TALBERT
Emma	Janae	Paquette	F	TALBERT
Zachary	Michael	Parker	M	TALBERT
Stella	Grace	Parks	F	TALBERT
Dylan	Joaquin	Penaflor	M	TALBERT
Luke	Gabriel	Perez	M	TALBERT
Avery	Helena	Peters	F	TALBERT
Catherine	Nguyen	Pham	F	TALBERT
Jessie	Giang	Pham	F	TALBERT
Alexis	Lee	Pitt	F	TALBERT
Grady	Robert	Ponegalek	M	TALBERT
Jonathan	Marton	Pontrelli	M	TALBERT
Shelby	Danielle	Primeaux	F	TALBERT
Megan	Ashley	Puckett	F	TALBERT
Lukas	Michael	Rago	M	TALBERT
Elise	O	Ramirez	F	TALBERT
Elianna	Joyce	Roberts	F	TALBERT
Gabriella	Lee	Rodriguez	F	TALBERT
Brian	William	Ross	M	TALBERT
Jared	Haruo	Saito	M	TALBERT
Savanna	Marie	Salas	F	TALBERT
Anissa	Amaris Cortez	Salcedo	F	TALBERT
Hailey	Nicole	Schimmer	F	TALBERT
Kyla	Kay	Schmidt	F	TALBERT
Kayla	Marie	Scholz	F	TALBERT
Kaia	Renee	Seck	F	TALBERT
Kai	Robert	Silinsky	M	TALBERT
Ethan		Slocum	M	TALBERT
Allison	Michelle	Smith	F	TALBERT
Trevor	Logan	Smythe	M	TALBERT
Blake	Ryan Seedorff	South	M	TALBERT
Christian	Gabriel	Stein	M	TALBERT
Kaeliana	M	Stevens	F	TALBERT
Cora	Christine	Stone	F	TALBERT

First Name	Middle Name	Last Name	Sex	School
Alana	Rose	Swisher-Croom	F	TALBERT
Brianna	Mitsuko	Taguchi	F	TALBERT
Triston	James	Taite	M	TALBERT
Isabelle	Grace	Talbot	F	TALBERT
Shannon	Elizabeth	Talley	F	TALBERT
Allison	Rose	Terry	F	TALBERT
Anson	Trong	Than	M	TALBERT
Chad	Andrew	Timmons	M	TALBERT
Bohuen		Tong	F	TALBERT
Tyler	James	Torrella	M	TALBERT
Alex	Anh-Kiet	Tran	M	TALBERT
Britney	Ngoc	Tran	F	TALBERT
Christina	Lan Anh	Tran	F	TALBERT
Dan	Huy	Tran	M	TALBERT
Emily	Bich Tien	Tran	F	TALBERT
Evelyn	Bich Huyen	Tran	F	TALBERT
Karson	Khang Huu	Tran	M	TALBERT
Daniel	Philip	Treigherman	M	TALBERT
Veralynn	Trang	Trinh	F	TALBERT
Dang	Nguyen Minh	Truong	M	TALBERT
Grace		Van de Wetering	F	TALBERT
Jacob	Thomas	Van Patten	M	TALBERT
Elea	Anne	Vander Burgh	F	TALBERT
Hunter	Lee	Velin	M	TALBERT
Samuel	Nedavia	Viveros	M	TALBERT
Ashley		Vo	F	TALBERT
Madison	Ruby	Voyles	F	TALBERT
Brian	Minh	Vu	M	TALBERT
Grace	Elizabeth	Waale	F	TALBERT
Alexandria		Wallace	F	TALBERT
Miku	Agnes	Watanabe	F	TALBERT
Ryder	W	Webb-Jeans	M	TALBERT
Ian	Garrett	Weiss	M	TALBERT
Kyle	Allen	Whitney	M	TALBERT
Rya	Michele	Williams	F	TALBERT
Hope	Amanda	Wilson	F	TALBERT
Luke	David	Wirthlin	M	TALBERT
Gracie	Jane	Wood	F	TALBERT
Kaytlynn	Lilioukalani	Worley	F	TALBERT
Emma	Nicole	Yagi	F	TALBERT
Dania	Nidal	Yassin	F	TALBERT
Piper	H	Yun	F	TALBERT
Jasper	Ashby	Ziebarth	M	TALBERT
Nathan	Tyler	Ziebarth	M	TALBERT
Caitlyn	Michele	Zone	F	TALBERT
Carley	Frances	Abbott-Hayes	F	MASUDA
Ahmed	Salah	Abdo	M	MASUDA
Faeeq	Shakil	Abid	M	MASUDA

First Name	Middle Name	Last Name	Sex	School
Asia	Lei	Adams	F	MASUDA
Garret	Lee	Adams	M	MASUDA
Abdullah	Osama	Alquraini	M	MASUDA
Morin	Atef	Anis	F	MASUDA
Jose	Marcos	Arroyo	M	MASUDA
Mia	Jessie	Atuatasi	F	MASUDA
Anthony	James	Avila	M	MASUDA
Emily	Ruth	Barba	F	MASUDA
Jacob	Dean	Binggeli	M	MASUDA
Michael	Scott	Blake	M	MASUDA
Brooke	Makena	Bonny	F	MASUDA
Ferras		Boubes	M	MASUDA
Makayla	Tianna	Brent	F	MASUDA
Alex	Cao	Bui	M	MASUDA
Erick	Vuu	Bui	M	MASUDA
Kaili	Madison	Bui	F	MASUDA
Tyler	Loc	Bui	M	MASUDA
Leslie	Mitchell	Cambray	F	MASUDA
Katherine		Cao	F	MASUDA
Ethan	Jeffrey	Carr	M	MASUDA
Celeste	Esther	Cerda	F	MASUDA
Kenneth	Sheng Jan	Chao	M	MASUDA
Katherine	Margaret	Chawke	F	MASUDA
Jialiu		Chen	M	MASUDA
David	R	Chow	M	MASUDA
Alexis	Kieu	Coombs	F	MASUDA
David	Scott	Cooney	M	MASUDA
Jason	Thomas	Cooney	M	MASUDA
Patricia Nicole	Maloma	Dacasin	F	MASUDA
Aleyna	Dan Minh	Dam	F	MASUDA
Alan		Dang	M	MASUDA
Angeline		Dang	F	MASUDA
Cat Tuong	Ngoc	Dang	F	MASUDA
Jonathan	Minh	Dang	M	MASUDA
Jonathan	Na	Dang	M	MASUDA
Lauryn	Charlene	Dang	F	MASUDA
Benjamin	Khang	Dao	M	MASUDA
Avery	Grace	Dato	F	MASUDA
Blake	Edmond	DeCourcy	M	MASUDA
Janie	Lee	DeVoll	F	MASUDA
Davin	Haidang	Diep	M	MASUDA
Davin	D	Dinh	M	MASUDA
Alvin	Phu	Do	M	MASUDA
Brian		Do	M	MASUDA
Caitlyn	Tamthao	Do	F	MASUDA
Giang-Tien Giselle	Vuong	Do	F	MASUDA
Preston	Aaron	Do	M	MASUDA
Vincent	Hoang	Do	M	MASUDA

First Name	Middle Name	Last Name	Sex	School
Amy	Thien-Ai	Doan	F	MASUDA
Kayla		Doan	F	MASUDA
Thien	Quoc	Duong	M	MASUDA
Branden	Antonio	Eidum	M	MASUDA
Kirolos	Hany	Elbaghdady	M	MASUDA
Marawan	Amr	Elgendy	M	MASUDA
Kayla	Ella	Esguerra	F	MASUDA
Samuel	Anthony	Espinosa	M	MASUDA
Mina	Ehab Gerges	Ezzat	M	MASUDA
Layal		Fateh	F	MASUDA
Victoria	Lynn	Finch	F	MASUDA
Andre	Barreal	Flores	M	MASUDA
Stevan	Anthony	Gabb	M	MASUDA
Maximo	Nelson	Garcia-Dominguez	M	MASUDA
Luke	Edward	Garrett	M	MASUDA
Adam	Jacob	Garrison	M	MASUDA
Febronia	Shehata	Genidy	F	MASUDA
Monika	Magdy	Gerges	F	MASUDA
Andrew	Emad Wenget	Girgis	M	MASUDA
Youssef		Girgis	M	MASUDA
Yadir Giovanny	Alcantar	Gonzalez	M	MASUDA
Cameron	Joseph Kobe	Greene	M	MASUDA
Kathleen		Ha	F	MASUDA
Abigail	Holly	Hafez	F	MASUDA
George	Emad Sarwat	Haliem	M	MASUDA
Madison	Elizabeth	Haugh	F	MASUDA
Austin	Raymond	Heise	M	MASUDA
Chloe	Ann	Henwood	F	MASUDA
Mahlon	Robert	Hettick	M	MASUDA
Mason	Si	Hoang	M	MASUDA
Nathan	Luc	Hoang	M	MASUDA
Tyler	Phu	Hoang	M	MASUDA
Kyla	Star	Holt	F	MASUDA
Wasseem	M	Homsi	M	MASUDA
Davalynn		Hong	F	MASUDA
Hailey	Caitlyn	Hosilyk	F	MASUDA
Jimmy	Jun	Huang	M	MASUDA
Charisma	Anhthao	Huynh	F	MASUDA
Linh	Gia	Huynh	F	MASUDA
Ricardo		Inocensio	M	MASUDA
Elizabeth	Gail	Jewett	F	MASUDA
Brian	Joseph	Jozwiak	M	MASUDA
Aryan	Sanjay	Kabadi	M	MASUDA
Nicole	Song	Kato	F	MASUDA
Tamer	Dib	Khamis	M	MASUDA
Eileen		Kim	F	MASUDA
Jeongwon		Kim	M	MASUDA
Ryan	Michael	Kim	M	MASUDA

First Name	Middle Name	Last Name	Sex	School
Ethan	Henrich	Klein	M	MASUDA
John	Patrick	Klug	M	MASUDA
Lauren	Alyssa	Knoob	F	MASUDA
Harold		Koo	M	MASUDA
Christopher	Minh	Kwon	M	MASUDA
Elysse	Phuong-Uyen	Lai	F	MASUDA
Emberlynn	Thuy Ngoc	Lai	F	MASUDA
Elizabeth	Kim	Lam	F	MASUDA
Jeffrey	Wayne	Langford II	M	MASUDA
Avery		LaPeaux	F	MASUDA
Amanda	H	Le	F	MASUDA
Crystal		Le	F	MASUDA
Esther	Kieu	Le	F	MASUDA
Huy	Q	Le	M	MASUDA
Madison	Xuan	Le	F	MASUDA
Nam	Hoang	Le	M	MASUDA
Sydney		Le	F	MASUDA
Abby	Tuyet-Han	Lenguyen	F	MASUDA
Jaclyn	Nichole	Liccardo	F	MASUDA
Justine		Lim	F	MASUDA
Warren		Lin	M	MASUDA
Kenneth	Khoa	Luong	M	MASUDA
Jade		Ly-Nguyen	F	MASUDA
Michelle		Magallanes	F	MASUDA
Matthew	Phuoc	Mai	M	MASUDA
Samah		Malek	F	MASUDA
Jason	Roehrig	Marshall	M	MASUDA
Faith	Victoria	Martin	F	MASUDA
Amanda	Elizabeth	Mayer	F	MASUDA
Elle	Kristine	McCready	F	MASUDA
Lily	Madelyn	Mead	F	MASUDA
Andres		Medina	M	MASUDA
Youstina	Magdy Ghatas	Meseha	F	MASUDA
Giovanna		Munoz	F	MASUDA
Trae	Erik	Munoz	M	MASUDA
Eddie		Murillo	M	MASUDA
Demond	Christopher	Musgrove	M	MASUDA
Tracy	Tam	Ngo	F	MASUDA
Alan		Nguyen	M	MASUDA
Anh	Ngoc Phuong	Nguyen	F	MASUDA
Benjamin	Hoang	Nguyen	M	MASUDA
Benjamin	Thomas	Nguyen	M	MASUDA
Brandon	H	Nguyen	M	MASUDA
Brandon	Minh-Hao Hoang	Nguyen	M	MASUDA
Brian	Toan	Nguyen	M	MASUDA
Caitlyn	Nhi	Nguyen	F	MASUDA
Cynthia		Nguyen	F	MASUDA
Devon	Nhut	Nguyen	M	MASUDA

First Name	Middle Name	Last Name	Sex	School
Doris	Kim	Nguyen	F	MASUDA
Dylan	Hieu	Nguyen	M	MASUDA
Ethan	Anh Hung	Nguyen	M	MASUDA
Ethan	Huy	Nguyen	M	MASUDA
Ethan	T	Nguyen	M	MASUDA
Ethan	Truong	Nguyen	M	MASUDA
Hillary	Kathy	Nguyen	F	MASUDA
Jaclyn	Bao-Nhu	Nguyen	F	MASUDA
Jaden	Tuan	Nguyen	M	MASUDA
Justin		Nguyen	M	MASUDA
Kaylee	Nhay	Nguyen	F	MASUDA
Kenneth	Khang Huu	Nguyen	M	MASUDA
Kristina	Lu	Nguyen	F	MASUDA
Le Huy Hoang	Nguyen	Nguyen	M	MASUDA
Leyna	Thuy	Nguyen	F	MASUDA
Milan	Ngoc	Nguyen	F	MASUDA
Nghi	The Bao	Nguyen	F	MASUDA
Phu		Nguyen	M	MASUDA
Regina	Bao Tran	Nguyen	F	MASUDA
Roger	Hieu	Nguyen	M	MASUDA
Tomi	Van	Nguyen	M	MASUDA
Trung	Quoc	Nguyen	M	MASUDA
Tyler	Quang Kim Thien	Nguyen	M	MASUDA
Vi	NhuYen	Nguyen	F	MASUDA
Vivian	Uyen	Nguyen	F	MASUDA
Alyssa	Marie	Nowak	F	MASUDA
Arturo		Ocampo	M	MASUDA
Chloe	Victoria	Oei	F	MASUDA
Kayla	Dora	Ohe	F	MASUDA
Grace	Hope	Oweiss	F	MASUDA
Jasmine		Pan	F	MASUDA
Alycia	Marie	Paradise	F	MASUDA
Valerie	Mayra	Paredes	F	MASUDA
Ayden	Isaac	Perez	M	MASUDA
Mauricio		Perez Camacho	M	MASUDA
Nolan	John	Pester	M	MASUDA
Brian		Pham	M	MASUDA
Kaitlyn	Vu	Pham	F	MASUDA
Katelynn	Nha Khanh	Pham	F	MASUDA
Mai	Quynh	Pham	F	MASUDA
Ryan	Dung	Pham	M	MASUDA
Evelyn	Song	Phan	F	MASUDA
Vy	Thao	Phung	F	MASUDA
Caiden	Joseph	Pieniazek	M	MASUDA
Jeffery		Pierce	M	MASUDA
Arianna		Ponce	F	MASUDA
Keoni	Isaiah	Porter	M	MASUDA
Kenny	Ho	Quan	M	MASUDA

First Name	Middle Name	Last Name	Sex	School
Todd	Trung-Tin	Quan	M	MASUDA
Lucia		Quiroga	F	MASUDA
Katelyn	Nicole	Reese	F	MASUDA
Taylor	Nicole	Reinhardt	F	MASUDA
Tyler	Nguyen	Rocha	M	MASUDA
Angel	Juan	Rodriguez	M	MASUDA
Carlos	Raul	Ruano	M	MASUDA
Matthew	Stone	Runyon	M	MASUDA
Diana	Andrea	Rus	F	MASUDA
Kiana	Alexa	Rutyna	F	MASUDA
Grayce	Mei Li	Sakamoto	F	MASUDA
Christine	Anis	Samaan	F	MASUDA
Emroz	Kaur	Sandhu	F	MASUDA
Ezekiel	Jesse	Sandoval	M	MASUDA
Jayden	Michael	Sandoval	M	MASUDA
Emma	Lee	Schellenberg	F	MASUDA
Erick		Serrano	M	MASUDA
Camryn	May	Serrao	F	MASUDA
Sarah	Mohammad	Shehadeh	F	MASUDA
Youssef	Ibrahem	Shenoda	M	MASUDA
McKenna	Michelle	Siebert	F	MASUDA
Chance	Laine	Singh	F	MASUDA
Alisha		Sinha	F	MASUDA
Brandon	Michael	Skytte	M	MASUDA
Matthew	Luke	Sokolowski	M	MASUDA
Govany	Talaat	Soliman	M	MASUDA
Phoenix	Uchiyama	Stasiak	M	MASUDA
Caitlyn	Abigail	Stein	F	MASUDA
Eric	Jacob	Stiffler	M	MASUDA
Isshu	Mark	Sugimura	M	MASUDA
Gwynn Oedell	Agacid	Sumagaysay	M	MASUDA
Gwynneth Amour	Agacid	Sumagaysay	F	MASUDA
James	Dean	Sutherland	M	MASUDA
Nikolai	Alexander	Sydoruk	M	MASUDA
An	Nguyen	Ta	M	MASUDA
Anthony	Chieu	Ta	M	MASUDA
Ayah		Taboubi	F	MASUDA
Riku	Nagai	Takishima	M	MASUDA
Audrey	Lorraine	Tengan	F	MASUDA
Margaret	Lynne	Tengan	F	MASUDA
Alysse	Mai	Tessier	F	MASUDA
Sarah	Chuchoa	Thai	F	MASUDA
Kayla-Jade	Irene	Thatcher	F	MASUDA
Jude		Ton	M	MASUDA
Sarah	Nhi	Tong	F	MASUDA
Victor	Antonio	Tovar	M	MASUDA
Alan	Nguyen	Tran	M	MASUDA
Angeline	Minh Thu	Tran	F	MASUDA

First Name	Middle Name	Last Name	Sex	School
Anthony	Hoang An	Tran	M	MASUDA
Caroline	Quynh	Tran	F	MASUDA
Dylan	Quan	Tran	M	MASUDA
Janelle	Nguyen	Tran	F	MASUDA
Josephine	Le Minh Nhi	Tran	F	MASUDA
Ky	Thien	Tran	M	MASUDA
Lilian	Quynh	Tran	F	MASUDA
Long	D	Tran	M	MASUDA
Nicholas	Dinh	Tran	M	MASUDA
Timothy	Phuoc	Tran	M	MASUDA
Tina	Thuc-Anh	Tran	F	MASUDA
Troy	Thien	Tran	M	MASUDA
Brandon	Phuc	Trang	M	MASUDA
Justin		Trang	M	MASUDA
Aileen		Tran-Nguyen	F	MASUDA
Lana	Dang	Trinh	F	MASUDA
Veronic	Quan-Nghi	Trinh	F	MASUDA
Cynthia	Yvette	Trujillo	F	MASUDA
Joann	Bao-Khanh	Truong	F	MASUDA
Katelynn	Catlinh	Truong	F	MASUDA
Lauren	Hangnhi	Truong	F	MASUDA
Vincent		Truong	M	MASUDA
Genine	Molabola	Tugonon	F	MASUDA
Lucia	Maria	Tuhy	F	MASUDA
Elizabeth	Thien	Uong	F	MASUDA
Adam	Edward	Van Boerum	M	MASUDA
Elena	Grace	VanderVeen	F	MASUDA
Rachel	Anne	Varghese	F	MASUDA
Alex		Vergara	M	MASUDA
Katrina	Ann	Vidal	F	MASUDA
Deegan	Scott	Vigil	M	MASUDA
Viviana	Irene	Virgen	F	MASUDA
Fiona	Loan	Vo	F	MASUDA
Marie	Huyen	Vo	F	MASUDA
Max		Vo	M	MASUDA
Ethan	Leland	Votran	M	MASUDA
Dimitri		Voyatzis	M	MASUDA
Benjamin	Hoang	Vu	M	MASUDA
Dong Nghi	Nguyen	Vu	F	MASUDA
Hank	Vu	Vu	M	MASUDA
Megan	Quynh	Vu	F	MASUDA
Nathan	Son	Vu	M	MASUDA
Nathan	Thai	Vu	M	MASUDA
Van	Thuy	Vu	F	MASUDA
Hannah	Kiley	Walsh	F	MASUDA
William	Patrick	Walsh	M	MASUDA
Chia-Sheng		Wang	M	MASUDA
Tommy	Christopher	Whitson	M	MASUDA

First Name	Middle Name	Last Name	Sex	School
Youstina	Sameh	William	F	MASUDA
Reagan	Ione	Woloshun	F	MASUDA
Alan	Khanh	Wynn	M	MASUDA
Nathaniel	Ismael	Xicara	M	MASUDA
Kate	Samantha	Yuan	F	MASUDA
Peter	Magdy Hanna	Zakhary	M	MASUDA
Laurynn	Keijer	Ziller	F	MASUDA
Isabel	Cecilia	Zotea	F	MASUDA

FOUNTAIN VALLEY SCHOOL DISTRICT
Educational Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services
SUBJECT: **DISTRICT FIELD TRIP LIST 2018/2019**
DATE: June 20, 2018

Background:
In accordance with Board Policy 6153, requests for school-sponsored trips involving overnight travel shall be submitted to the Superintendent or designee. The Superintendent or designee shall review the request and make a recommendation to the Board as to whether the request should be approved by the Board.

Exhibit A includes the locations of all potential overnight study trips, as well as other local attractions that might possibly serve as locations for educational field trips to enrich the instructional program for Fountain Valley School District students during the 2018/2019 school year.

Fiscal Impact:
There is no fiscal impact.

Recommendation:
It is recommended that the Board of Trustees approves the District field trip list for the 2018/2019 school year.

FOUNTAIN VALLEY SCHOOL DISTRICT
Educational Services

Field Trips to Support the Fountain Valley School District Curriculum

2018/2019

Board Approved July 12, 2018

Exhibit A

FOUNTAIN VALLEY SCHOOL DISTRICT
Educational Services

FIELD TRIPS TO SUPPORT THE FOUNTAIN VALLEY SCHOOL DISTRICT CURRICULUM

What follows is the list of Board approved field trips which support the Fountain Valley School District curriculum. The purpose of this guidebook is to enable schools to plan grade appropriate field/study trips consistent with Board Policy 6153.

It is the intent that this field trip list be shared with school staffs and Parent Teacher Associations/Organizations as they collaboratively plan opportunities to enrich the instructional program. As teachers and administrators locate and/or discover additional field trips for a particular grade level, they will be submitted to the Board for approval and added to the list for the following year.

FOUNTAIN VALLEY SCHOOL DISTRICT

Field Trips to Support the Fountain Valley School District Curriculum

2018/2019

Alphabetical Listing

Destination	Address	Telephone
Adventure City	1238 S. Beach Blvd., Anaheim 92804	(714) 236-9300
Aliso & Wood Canyons Wilderness Park	28372 Alicia Pkwy., Laguna Nigel 92677	(949) 923-2200
American Way Cultural Center	2390 N American Way, Orange 92865	(714) 637-1721
Amtrak Railroad Station	1000 E. Santa Ana Blvd., Santa Ana 92701	(714) 547-8389
Amtrak Railroad Station	2150 E. Katella Ave., Anaheim 92806	(800) 872-7245
Amtrak Railroad Station	120 E Santa Fe Ave., Fullerton 92832	(714) 992-0530
Anaheim Convention Center	800 W Katella Ave., Anaheim 92802	(714) 765-8950
Anaheim Museum	241 S Anaheim Blvd., Anaheim 92805	(714) 956-8936
Angel Stadium of Anaheim	2000 E Gene Autry Way, Anaheim 92806	(714) 940-2000
APM Shipping Terminals Pacific, Ltd.	2500 Navy Way, San Pedro 90731	(310) 221-4000
Applied Energy Services (AES)	21730 Newland St., Huntington Beach 92646	(714) 374-1476
Aquarium of the Pacific	100 Aquarium Way, Long Beach 90802	(562) 590-3100
Arrowhead Ranch	480 Cottage Grove Rd., Twin Peaks 92391	(909) 337-7265
AstroCamp	26800 Saunders Meadow Road, Idyllwild 92549	(951) 659-6062
Atlantis Play Center	13630 Atlantic Way, Garden Grove 92844	(714) 892-6015
Balboa Park	1549 El Prado, San Diego 92101	(619) 239-0512
Balboa Pavilion	400 Main St., Newport Beach 92661	(949) 675-1905
Banning Residence Museum	401 E M St., Wilmington 90744	(310) 548-7777
Barnsdall Art Park	4800 Hollywood Blvd., Los Angeles 90027	(323) 644-6275
Beach City Animal Hospital	7412 Warner Ave., Huntington Beach 92647	(714) 847-3523
Biola University	13800 Biola Ave., La Mirada 90639	(562) 903-6000
Blind Children's Learning Center	18542 Vanderlip Ave., Santa Ana 92705	(714) 573-8888
Bob Baker Marionette Theater	1345 W 1st St., Los Angeles 90026	(213) 250-9995
Bolsa Chica State Beach	Bolsa Chica, Huntington Beach	(714) 846-3460
Boomers ~ Fountain Valley	16800 Magnolia St., Fountain Valley 92708	(714) 842-1111
Boomers ~ Irvine	3405 Michelson Dr., Irvine 92612	(949) 559-8341
Bowers Kid's Museum (Kidseum)	1802 N Main St., Santa Ana 92706	(714) 480-1520
Bowers Museum	202 N Main St., Santa Ana 92706	(714) 567-3600
BP/Arco Carson Refinery	1801 E Sepulveda Blvd., Carson 90745	(310) 816-8100
Cabrillo Marine Aquarium	3720 Stephen M White Dr., Los Angeles 90731	(310) 548-7562
California Adventure	13131 Disneyland Dr., Anaheim 92802	(714) 781-4565
California Science Center	700 Exposition Park Dr., Los Angeles 90037	(323) 724-3623
California State Polytechnic University, Pomona	3801 W Temple Ave., Pomona 91768	(909) 869-7659

FOUNTAIN VALLEY SCHOOL DISTRICT

Field Trips to Support the Fountain Valley School District Curriculum

2018/2019

Alphabetical Listing

California State University, Fullerton	800 N State College Blvd., Fullerton 92831	(657) 278-2011
California State University, Long Beach	1250 Bellflower Blvd., Long Beach 90840	(562) 985-4111
Camelot Golfland	3200 E Carpenter Ave., Anaheim 92806	(714) 630-3340
Camino Real Playhouse	31776 El Camino Real, San Juan Capistrano 92675	(949) 489-8082
Catalina Flyer	400 Main St., Newport Beach 92661	(800) 830-7744
Catalina Island Marine Institute (CIMI)	1 Toyon Bay Rd., Avalon 90704	(310) 510-1622
Catalina Passenger Service	400 Main St., Newport Beach 92661	(949) 673-5245
Centennial Farm (OC Fairgrounds)	88 Fair Dr., Costa Mesa 92626	(714) 708-1619
Central Library	7111 Talbert Ave., Huntington Beach 92648	(714) 842-4481
Cerritos Center for the Performing Arts	12700 Center Ct. Dr. S, Cerritos 90703	(562) 916-8500
Chapman University	1 University Dr., Orange 92866	(714) 997-6815
Children's Museum at La Habra	301 S Euclid St., La Habra 90631	(562) 905-9793
Chinatown	Los Angeles	
Chris Carr Park	16532 Springdale St., Huntington Beach 92649	(714) 536-5486
Chuck E Cheese	15511 Edwards St., Huntington Beach 92647	(714) 891-4391
Cinemark Century Stadium 25 Theaters	1701 W Katella Ave., Orange 92867	(714) 532-9558
Court House	909 N Main St., Santa Ana 92701	(714) 834-5400
Crystal Cove State Park	8471 N Coast Hwy., Laguna Beach 92651	(949) 494-3539
Dana Point Harbor	34624 Golden Lantern St., Dana Point 92629	(949) 923-2255
Dana Point Ocean Institute	24200 Dana Point Harbor Dr., Dana Point 92629	(949) 496-2274
Discovery Science Center	2500 N Main St., Santa Ana 92705	(714) 542-2823
Disneyland	1313 Disneyland Dr., Anaheim 92802	(714) 781-4565
Disneyland Hotel	1150 Magic Way, Anaheim 92802	(714) 778-6600
Dodger Stadium	1000 Elysian Park Ave., Los Angeles 90012	(323) 224-1507
Don Wash Auditorium	11271 Stanford Ave., Garden Grove 92840	(714) 534-1103
El Camino College	16007 Crenshaw Blvd., Torrance 90506	(310) 532-3670
El Capitan Theatre	6838 Hollywood Blvd., Hollywood 90028	(818) 845-3110
El Dorado Nature Center	7550 E Spring St., Long Beach 90815	(562) 570-1745
Environmental Nature Center	1601 E 16th St., Newport Beach 92663	(949) 645-8489
ExplorOcean	600 E Bay Ave., Newport Beach 92661	(949) 675-8915
Forrest Falls (Big Falls)	Valley of the Falls, Forest Falls 92339	
Fountain Valley Bowl	17110 Brookhurst St., Fountain Valley 92708	(714) 963-7888
Fountain Valley City Hall	10200 Slater Ave., Fountain Valley 92708	(714) 593-4400

FOUNTAIN VALLEY SCHOOL DISTRICT

Field Trips to Support the Fountain Valley School District Curriculum

2018/2019

Alphabetical Listing

Fountain Valley Fire Department	10200 Slater Ave., Fountain Valley 92708	(714) 593-4436
Fountain Valley Heritage Park-Historical Society	17641 Los Alamos St., Fountain Valley 92708	(714) 623-8180
Fountain Valley Police Department	10200 Slater Ave., Fountain Valley 92708	(714) 593-4485
Fountain Valley Skating Center	9105 Recreation Cir., Fountain Valley 92708	(714) 847-0022
Fullerton Arboretum	1900 Associated Rd., Fullerton 92831	(657) 278-3407
Fullerton High School	201 E Chapman Ave., Fullerton 92832	(714) 626-3803
Fullerton Museum Center	301 N. Pomona Ave., Fullerton 92832	(714) 738-6545
Gene Autry National Center	4700 Western Heritage Way, Los Angeles 90027	(323) 667-2000
George Key Ranch	625 Bastanchury Rd., Placentia 92870	(714) 973-3191
Getty (J. Paul) Museum	1200 Getty Center Dr., Los Angeles 90049	(310) 440-7300
GOALS	1170 N La Palma Park Way, Anaheim 92801	(714) 956-4625
Golden West College	15744 Goldenwest St., Huntington Beach 92647	(714) 892-7711
Goodyear Airship Operations	19200 Main St., Gardena 90745	(330) 796-3127
Glendale Community College Planetarium	1500 N. Verdugo Rd., Glendale 91208	(818) 551-5275
Griffith Park	4730 Crystal Springs Dr., Los Angeles 90027	(323) 913-4688
Griffith Observatory	2800 E Observatory Rd., Los Angeles	(213) 473-0800
Hart Park	701 S Glassell St., Orange 92866	(714) 744-2225
Heritage Hill Historic Park	25151 S Serrano Rd., Lake Forest 92630	(949) 923-2239
Heritage Museum of Orange County	3101 W Harvard St., Santa Ana 92704	(714) 540-0404
Heritage Park	12100 Mora Dr., Santa Fe Springs 90670	(562) 946-6476
Hollywood Bowl	2301 N Highland Ave., Los Angeles 90068	(323) 850-2000
Honda Center	2695 E Katella Ave., Anaheim 92806	(714) 704-2400
Huntington Beach City Hall	2000 Main St., Huntington Beach 92648	(714) 536-5511
Huntington Beach Fire Station	2000 Main St., Huntington Beach 92649	(714) 536-5411
Huntington Beach Hospital	17772 Beach Blvd., Huntington Beach 92647	(714) 843-5000
Huntington Beach Police Department	2000 Main St., Huntington Beach 92648	(714) 960-8843
Huntington Library and Art Gallery	1151 Oxford Rd., San Marino 91108	(626) 405-2100
IMAX Theater	65 Fortune Dr., Irvine 92618	(949) 450-4920
IMAX Theater	100 Universal City Plaza, Universal City 91608	(888) 262-4386
Inside the Outdoors (OCDE)	200 Kalmus Dr., Costa Mesa 92628	(714) 708-3885
Irvine Lanes	3415 Michelson Dr., Irvine 92612	(949) 786-9625
Irvine Museum	18881 Von Karman Ave., Irvine 92612	(949) 476-0294

FOUNTAIN VALLEY SCHOOL DISTRICT

Field Trips to Support the Fountain Valley School District Curriculum

2018/2019

Alphabetical Listing

Irvine Regional Park	1 Irvine Park Rd., Orange 92869	(714) 973-6835
Irvine Spectrum Center	71 Fortune Dr., Irvine 92618	(949) 753-5180
Jet Propulsion Laboratory	4800 Oak Grove Dr., Pasadena 91109	(818) 354-4321
John Wayne Airport	18601 Airport Way, Santa Ana 92707	(949) 252-5200
Kidspace Children's Museum	480 N Arroyo Blvd., Pasadena 91103	(626) 449-9144
Knott's Berry Farm	8039 Beach Blvd., Buena Park 90620	(714) 220-5200
La Brea Tar Pits	5801 Wilshire Blvd., Los Angeles 90036	(323) 857-6300
Laguna Art Museum	307 Cliff Dr., Laguna Beach 92651	(949) 494-8971
Laguna College of Art & Design (LCAD)	2222 Laguna Canyon Road, Laguna Beach 92651	(949) 376-6000
La Mirada Regional Park Aquatics Ctr.	13806 La Mirada Blvd., La Mirada 90638	(562) 902-3191
Lazy W Ranch	23852 Hot Spring Canyon Rd., San Juan Cap 92675	(949) 728-0141
Legoland	1 Legoland Dr., Carlsbad 92008	(760) 918-5346
Local Bakeries	Orange County	
Local Beaches	Orange County	
Local Gas/Service Stations	Orange County	
Local Grocery Stores	Orange County	
Local Hotels	Orange County	
Local Medical and Dental Offices	Orange County	
Local Museums	Orange County	
Local Parks	Orange County	
Local Pet Shops	Orange County	
Local Police and Fire Stations	Orange County, Long Beach	
Local Professional Offices	Orange County	
Local Radio Stations	Orange County	
Local Restaurants	Orange County	
Local Retail Stores	Orange County	
Local Retirement Homes	Orange County	
Local Riding Stables	Orange County	
Local Schools and High Schools	Los Angeles County, Orange County	
Local Theaters	Los Angeles County, Orange County	
Long Beach Lifeguard Headquarters	2100 E Ocean Blvd., Long Beach 90803	(562) 570-1360
Long Beach Convention Center	300 E Ocean Blvd., Long Beach 90802	(562) 436-3636
Long Beach Harbor Breeze Cruises	100 Aquarium Way, Dock #2 Long Beach 90802	(562) 432-4900

FOUNTAIN VALLEY SCHOOL DISTRICT

Field Trips to Support the Fountain Valley School District Curriculum

2018/2019

Alphabetical Listing

Long Beach Memorial Hospital	2801 Atlantic Ave., Long Beach 90806	(562) 933-2000
Long Beach Airport	4100 E Donald Douglas Dr., Long Beach 90808	(562) 570-2600
Long Beach Performing Arts Center	300 E Ocean Blvd., Long Beach 90802	(562) 436-3636
Long Beach Sportfishing	555 Pico Ave., Long Beach 90802	(562) 432-8993
Los Angeles Children's Museum	205 S Broadway, Los Angeles 90012	(213) 687-8800
Los Angeles Civic Center	200 North Spring St., Los Angeles 90012	
Los Angeles County Arboretum and Botanic Gardens	301 N Baldwin Ave., Arcadia 91007	(626) 821-3222
Los Angeles Harbor	Los Angeles	
Los Angeles International Airport	1 World Way, Los Angeles 90045	(310) 646-5252
Los Angeles Maritime Museum	Berth 84, San Pedro 90731	(310) 548-7618
Los Angeles Music Center	135 N Grand Ave., Los Angeles 90012	(213) 972-7211
Los Angeles Office of the Mayor	200 N Spring St., Los Angeles 90012	(213) 978-0600
Los Angeles Times Newspaper	202 W 1st St., Los Angeles 90012	(213) 237-5000
Los Angeles Zoo	5333 Zoo Dr., Los Angeles 90027	(323) 644-4200
Lyon Air Museum	19300 Ike Jones Rd., Santa Ana 92707	(714) 210-4285
Magnolia Bird Farm	8990 Cerritos Ave., Anaheim 92804	(714) 527-3387
March Air Reserve Base	452nd AMW Public Affairs, 895 Baucom Ave., SE (Bldg 317), March ARB 92518	(951) 655-4138
Marconi Automotive Museum	1302 Industrial Dr., Tustin 92780	(714) 258-3001
Mason Regional Park	18712 University Dr., Irvine 92612	(949) 923-2220
Mazda Motors of America	7755 Irvine Center Dr., Irvine 92623	(949) 727-1990
Mazda Motors of America	1444 McGaw Ave., Irvine 92614	(949) 852-8898
McAuliffe Middle School	4112 Cerritos Ave., Los Alamitos 90720	(714) 816-3320
McGaugh Elementary School	1698 Bolsa Ave., Seal Beach 90740	(562) 799-4560
Medieval Times Dinner & Tournament	7662 Beach Blvd., Buena Park 90620	(866) 543-9637
Mile Square Park	10401 Warner Ave., Fountain Valley 92708	(714) 962-5541
Milliken High School	2800 Snowden Ave., Long Beach 90815	(562) 425-7441
Mission San Gabriel Arcangel	428 S Mission Dr., San Gabriel 91776	(626) 457-3035
Mission San Juan Capistrano	26801 Ortega Hwy., San Juan Capistrano 92675	(949) 234-1300
Modjeska Canyon	29322 Modjeska Canyon, Silverado 92676	(714) 649-2760
Muckenthaler Cultural Center	1201 W Malvern Ave., Fullerton 92833	(714) 738-6595
Museum of Tolerance	9786 W Pico Blvd., Los Angeles 90035	(310) 553-8403

FOUNTAIN VALLEY SCHOOL DISTRICT

Field Trips to Support the Fountain Valley School District Curriculum

2018/2019

Alphabetical Listing

Murth Interpretive Center	2301 University Dr., Newport Beach 92660	(949) 923-2296
Natural History Museum of LA County	900 Exposition Blvd., Los Angeles 90007	(213) 763-3466
Newland House Museum	19820 Beach Blvd., Huntington Beach 92648	(714) 962-5777
Newport Beach Back Bay Science Ctr.	600 Shellmaker Rd., Newport Beach 92660	(949) 640-1742(F)
Newport Beach Marine Department	100 Civic Center Dr., Newport Beach 92660	(949) 644-3309
Newport Dunes Waterfront Resort	1131 Back Bay Dr., Newport Beach 92660	(949) 729-3863
Newport Harbor Art Museum	850 San Clemente Dr., Newport Beach 92660	(949) 759-1122
Newport Sports Museum	100 Newport Ctr.Dr. Ste.100, Newport Beach 92660	(949) 721-9333
Norton Simon Museum	411 W Colorado Blvd., Pasadena 91105	(626) 449-6840
Oak Canyon Nature Center	6700 E Walnut Canyon Rd., Anaheim 92807	(714) 998-8380
Olvera Street	125 Paseo De La Plaza, Los Angeles 90012	(213) 628-1274
Orange Coast College	2701 Fairview Rd., Costa Mesa 92626	(714) 432-5072
Orange Coast Daily Pilot	1375 Sunflower Avd., Costa Mesa 92626	(714) 966-4600
Orange County Department of Education	200 Kalmus Dr., Costa Mesa 92626	(714) 966-4000
Orange County Fair & Event Center	88 Fair Dr., Costa Mesa 92626	(714) 708-1500
Orange County Humane Society	21632 Newland St., Huntington Beach 92646	(714) 536-8480
Orange County Museum of Art	850 San Clemente Dr., Newport Beach 92660	(949) 759-1122
Orange County Sanitation District	10844 Ellis Ave., Fountain Valley 92708	(714) 962-2411
Orange County Transit Authority	550 S Main St., Orange 92868	(714) 560-6282
Orange County Water District	18700 Ward St., Fountain Valley 92708	(714) 378-3200
Orange Empire Railway Museum	2201 S A St., Perris 92570	(951) 943-3020
Pacific Marine Mammal Center	20612 Laguna Canyon Rd., Laguna Beach 92651	(949) 494-3050
Pali Institute	30778 California 18, Running Springs 92382	(909) 867-5743
Pantages Theater	6233 Hollywood Blvd., Los Angeles 90028	(323) 468-1770
Peters Canyon Regional Park	8548 Peters Canyon Trail, North Tustin 92705	(714) 973-6611
Pickwick Center	1001 Riverside Dr., Burbank 91506	(818) 845-5300
Pinecrest/Arrowhead Ranch	1140 Pine Crest Rd., Twin Peaks 92391	(909) 337-7265
Pirate's Dinner Adventure	7600 Beach Blvd., Buena Park 90620	(714) 690-1497
Polly's Pies	9791 Adams Ave., Huntington Beach 92646	(714) 964-4424
Port of Long Beach	4801 Airport Plaza Dr., Long Beach 90815	(562) 283-7000
Port of Los Angeles	425 South Palos Verdes St., San Pedro 90731	(310) 732-7678
Prado Wetlands	18700 Ward St., Fountain Valley 92708	(714) 378-2000
Prentice Park	1801 E Chestnut Ave., Santa Ana 92701	(714) 647-6575

FOUNTAIN VALLEY SCHOOL DISTRICT

Field Trips to Support the Fountain Valley School District Curriculum

2018/2019

Alphabetical Listing

Press-Telegram	727 Pine Ave., Long Beach 90844	(562) 435-1161
Pretend City Children's Museum	29 Hubble, Irvine 92618	(949) 428-3900
Pumpkin Patch	300 E Yorba Linda Blvd., Placentia 92870	(714) 970-9800
Queen Mary	1126 Queens Hwy., Long Beach 90802	(877)342-0738
Radio Stations	Los Angeles County, Orange County	
Ralph B Clark Regional Park	8800 Rosecrans Ave., Buena Park 90621	(714) 973-3170
Rancho Los Alamitos	6400 E Bixby Hill Rd., Long Beach 90815	(562) 431-3541
Rancho Los Cerritos	4600 Virginia Rd., Long Beach 90807	(562) 570-1755
Recreation Park	4900 E 7th St., Long Beach 90804	(562) 570-1670
Redondo Beach Performing Arts Center	1935 Manhattan Beach Blvd., Redondo Beach 90270	(310) 318-0610
Republic Environmental Services	17121 Nichols Ln., Huntington Beach 92647	(714) 847-3581
Reserve at Rancho Mission Viejo	2881 Ortega Hwy., San Juan Capistrano 92693	(949) 489-9778
Richard Nixon Library and Birthplace	18001 Yorba Linda Blvd., Yorba Linda 92886	(714) 983-9120
Riley's Farm	12261 Oak Glen Rd., Yucaipa 92399	(909) 797-7534
Rose Bowl	1001 Rose Bowl Dr., Pasadena 91103	(626) 577-3100
San Diego Zoo	2920 Zoo Dr., San Diego 92101	(619) 231-1515
San Diego Zoo Safari Park	15500 San Pasqual Valley Rd., Escondido 92027	(760) 747-8702
San Pedro Harbor	PO Box 470, San Pedro 90733	(310) 831-6245
Santa Ana College Planetarium	120 Civic Center Drive, Santa Ana 92701	(714) 547-9645
Santa Ana Lawn Bowling Club	510 East Memory Ln., Santa Ana 92705	(714) 550-7769
Santa Ana River Lakes	3900-4034 E La Palma Ave., Anaheim 92807	(714) 632-7830
Santa Ana Zoo at Prentice Park	1801 E Chestnut Ave., Santa Ana 92701	(714) 647-6575
Santana Regional Park	598 Santana Way, Corona 92881	(951) 736-2241
Schools, Private and Public, Junior Colleges, Colleges, Universities	Orange County, Los Angeles County	
Schools First Federal Credit Union	18651 Brookhurst St., Fountain Valley 92708	(800) 462-8328
Scooter's Jungle	25 Journey, Aliso Viejo 92656	(949) 349-9090
Sea & Sage Audubon Society	25 Riparian View, Irvine 92612	(949) 261-7963
Sea World	500 Sea World Dr., San Diego 92109	(800) 257-4268
Segerstrom Center for the Arts	600 Town Center Dr., Costa Mesa 92626	(714) 556-2787
Sepulveda Basin Wildlife Reserve	6350 Woodley Ave., Van Nuys 91406	(818) 756-9710
Sherman Library and Gardens	2647 East Coast Hwy., Corona Del Mar 92625	(949) 673-2261
Sherman Indian Museum	9010 Magnolia Ave., Riverside 92503	(951) 276-6325

FOUNTAIN VALLEY SCHOOL DISTRICT

Field Trips to Support the Fountain Valley School District Curriculum

2018/2019

Alphabetical Listing

Shipley Nature Center	17851 Goldenwest St., Huntington Beach 92647	(714) 842-4772
Silverado Canyon	Silverado 92676	
Sky High Sports	2970 Airway Ave., Costa Mesa 92626	(714) 437-5867
South Coast Plaza	3333 Bristol St., Costa Mesa 92626	(714) 435-2000
South Coast Repertory	655 Town Center Dr., Costa Mesa 92626	(714) 708-5555
Southwest College Founders Library	1600 W Imperial Hwy., Los Angeles 90047	(323) 241-5235
Super Sports Golf and Recreation Ctr.	2190 N Canal St., Orange 92865	(714) 282-8880
Tanaka Farms LLC	5380 University Dr., Irvine 92612	(949) 653-2100
TeWinkle Park	970 Arlington Dr., Costa Mesa 92626	(714) 754-5300
Television Studios: ABC, CBS, KCOP, KHJ, KOCE, KTLA, KTTV, NBC	Burbank, Hollywood, Huntington Beach, Los Angeles	
The Aerospace Corporation	2310 E El Segundo Blvd., El Segundo 90245	(310) 336-5000
Tidepools	Corona del Mar, Crystal Cove, Dana Point, Laguna, Long Beach, San Pedro	
Tiger Woods Learning Center	1 Tiger Woods Way, Anaheim 92801	(714) 765-8000
Travel Town Museum	5200 Zoo Dr., Los Angeles 90027	(323) 662-9678
Triangle Square Cinema	1870 Harbor Blvd., Costa Mesa 92627	(949) 650-4300
Tucker Wildlife Sanctuary	29322 Modjeska Canyon Rd., Modjeska Canyon 92676	(714) 649-2760
United States Post Office	6771 Warner Ave., Huntington Beach 92647	(800) 275-8777
United States Post Office	3101 W Sunflower Ave., Santa Ana 92799	(714) 662-6474
Universal Studios	100 Universal City Plaza, Universal City 91608	(800) 864-8377
UCI Irvine Medical Center	101 The City Dr. S, Orange 92868	(714) 456-7890
University of California, Irvine	Irvine 92697	(949) 824-5011
University of California, Los Angeles	Los Angeles 90095	(310) 825-4321
University of Southern California	University Park Campus, Los Angeles 90089	(213) 740-1111
Valley View Bowling Center	12141 Valley View St., Garden Grove 92845	(714) 898-2507
Village Nursery	10500 Garfield Ave., Huntington Beach 92646	(714) 963-5372
Waterfront Beach Resort	21100 Pacific Coast Hwy., Huntington Beach 92648	(714) 845-8000
Watts Tower	1727 E 107th St., Los Angeles 90002	(213) 847-4646
Wells Fargo History Museum	333 S Grand Ave., Los Angeles 90071	(213) 253-7166
Westminster Lanes	6471 Westminster Blvd., Westminster 92683	(714) 893-5005
Westminster Mall	1025 Westminster Mall, Westminster 92683	(714) 898-2559

FOUNTAIN VALLEY SCHOOL DISTRICT

Field Trips to Support the Fountain Valley School District Curriculum

2018/2019

Alphabetical Listing

Whale Watching Excursions	Balboa, Dana Point, Seal Beach. All local Southern California locations	
White's Point/Point Fermin	807 Paseo Del Mar, Los Angeles 90731	(310) 241-0684
Whiting Ranch Wilderness Park	Trabuco Canyon 92679	(949) 923-2245
Whitney High School	16800 Shoemaker Ave., Cerritos 90703	(562) 229-7745
Wilshire Ebell Theatre	4401 W 8th St., Los Angeles 90005	(323) 939-1128
Wrightwood/Big Pines	22214 Big Pines Hwy., Valyermo 93563	(818) 242-7494
Yakult U.S.A. Inc.	17235 Newhope St., Fountain Valley 92708	(714) 434-6500 x4
Youth Science Center	16949 Wedgeworth Dr., Hacienda Heights 91745	(626) 854-9825
ZOOMARS Petting Zoo	31791 Los Rios St., San Juan Capistrano 92675	(949) 831-6550

Board meeting of July 12, 2018

Fountain Valley School District
Educational Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services
SUBJECT: EDUCATIONAL SERVICES APPROVED INDEPENDENT CONTRACTOR LIST
DATE: July 9, 2018

Background:
Historically, independent contractors are submitted to the Board of Trustees each month for approval. Typically, these independent contractors are being used each year by one or more schools or the District Office. Therefore, the Educational Services division is requesting the approval of a compiled list of the frequently used independent contractors to be annually reviewed and approved by the Board of Trustees. This is similar to the process FVSD uses regarding field trip approvals.

The attached independent contractor list includes independent contractors approved by the Board of Trustees within the last three years, with cost information updated for the 2018/2019 school year. All independent contractors on the list provide highly valued professional development to support the Fountain Valley School District's standards-based core academic program. Independent contractors not on the approved list will be submitted to the Board of Trustees for approval and then added to the list for reauthorization in subsequent years.

Fiscal Impact:
Fees for independent contractor services will be funded from either Educational Services or school site budgets, as appropriate. Specific budget information will be reflected in the issued purchase order, and all contracts will be reviewed by administrative staff and signed accordingly.

Recommendation:
It is recommended that the Board of Trustees approves the attached Independent Contractor list for the 2018/2019 school year.





Educational Services Independent Contractor List ~ 2018/2019

Vendor Name	Description of Services	Vendor #	Website	Cost
Eagle Software	Aeries student data management system software	V2002016	http://www.aeries.com	Up to $1,000/half day
Marcia Fries	Fountas and Pinnel assessment training	V2005803		$100/hour Up to $600/daily rate
Evan Grandon	Fountas and Pinnel assessment training	V2005804		$100/hour Up to $600/daily rate
Heinemann ~ Carol Jago	Middle School English language development	V2004881	http://www.heinemann.com	$3,600/daily rate
Teri Malpass	CGI Instruction for TK-5 teachers	V2005737		$100/hour Up to $1,500/daily rate Up to $1,000/evening rate
The Great Books Foundation	Shared Inquiry Essentials Course	V2002697	http://www.greatbooks.org	$4,750/course
Irvine Math Project (IMP) ~ UCI	Middle School Math	V2005065	http://sites.uci.edu/irvinemathproject	Up to $2,000/daily rate
The History Project ~ UCI	Middle School History/Social Science	V2001283	http://historyproject.uci.edu	Up to $2,100/daily rate
OCDE	Middle School Science NGSS	V2001129	http://www.ocde.us	Up to $600/day
Growing Educators	Elementary Reading	V2005875	http://www.growingeducators.com	Up to $850/half day Up to $1,900/full day
Momentum in Teaching	Elementary Reading	V2005634	http://momentuminteaching.com	Up to $850/half day Up to $1,700 /full day

Board meeting of July 12, 2018

SO: 2018-19/B19-01
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: Williams Uniform Complaint Quarterly Report (Quarter #4: April 1 – June 30, 2018)
DATE: July 9, 2018

Background:

Education Code mandates that a school district shall report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools. This report shall be publicly agendized at a regular board meeting. Complaints and written responses shall be available as public records.

The Williams Litigation Settlement mandates that the district shall use certain procedures to investigate and resolve specific complaints that fall within three specific categories.

- **Instructional materials**
- **Teacher vacancy or misassignment**
- **Facilities**

Williams Quarterly Report: April 1 through June 30, 2018
The District received one complaint in the category of Facilities Conditions.

Recommendation:

It is recommended that the Board of Trustees receives and approves the Williams Quarterly Report for the fourth quarter of the 2017-18 year and approves its submittal to the Orange County Department of Education.

Print Form

2017-18 Quarterly Report
Williams Legislation Uniform Complaints

District: Fountain Valley School District

District Contact: Mark Johnson, Ed.D.

Title: Superintendent

☐	Quarter #1	July 1 - September 30, 2017	**Report due by October 27, 2017**
☐	Quarter #2	October 1 - December 31, 2017	**Report due by January 26, 2018**
☐	Quarter #3	January 1 - March 31, 2018	**Report due by April 27, 2018**
☒	Quarter #4	April 1 - June 30, 2018	**Report due by July 27, 2018**

Check the box that applies:

☐ No complaints were filed with any school in the district during the quarter indicated above.

☒ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of the complaints.

Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancies or Misassignments	0	0	0
Facility Conditions	1	1	0
TOTALS	1	1	0

Name of Superintendent: Mark Johnson, Ed.D.

Signature of Superintendent: _____ Date: 7/12/18

Please submit to:

Alicia Gonzalez
Senior Administrative Assistant
200 Kalmus Drive, B-1009
P.O. Box 9050, Costa Mesa, CA 92628-9050

Phone: (714) 966-4336; Email: aliciagonzalez@ocde.us; Fax: (714) 327-1371

Board meeting of July 12, 2018

Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: REVIEW OF INVESTMENT POLICY
DATE: July 9, 2018

Background:
Government Code section 35646 requires the chief fiscal officer of each local agency in California to annually render a statement of the agency's investment policy. The Fountain Valley School District Board of Trustees adopted an Investment Policy statement in October of 1996 which provides additional detail to Board Policy 3430 Investing.

In reviewing the District's current Board Policy 3430 no changes were found to be necessary.

Fiscal Impact:
None at this time.

Recommendation:
It is recommended that the Board of Trustees receives the Investment Policy for review.

FOUNTAIN VALLEY SCHOOL DISTRICT

INVESTMENT POLICY

I. PURPOSE

To establish a policy for investment of funds by the Fountain Valley School District (herein called the District). The policy also governs the issuance of debt by the District. This policy is based upon federal, state, and local laws, and prudent money management practices. To the extent that this policy conflicts with applicable law, the applicable law shall prevail. The primary goals of this policy are:

To assure compliance with all federal, state, and local laws governing the investment of monies and the issuance of debt,

To protect the principal deposits of the District, and

To generate investment income within the parameters of this policy.

II. POLICY

The District's primary investment objective shall be to maintain the safety and liquidity of its funds. Safety of principal is the foremost objective of the District. The investment factors the District shall consider in order of descending importance are the following:

Safety of invested funds,

Sufficient liquidity to meet future cash flow requirements, and

Attain maximum yield consistent with the aforementioned requirements.

In addition, the District shall adopt measures as set forth herein in ensure that the issuance of debt by the District complies with all applicable state and federal laws, including federal and state securities laws.

The Superintendent or its designee, under the direction of the Board of Trustees shall have the responsibility for all decisions and activities performed under the District's investment policy. The Superintendent shall have the ability to allocate resources or delegate responsibility as necessary to optimize the safety and liquidity of the investment portfolio and to implement this investment policy.

III. LEGAL CONSTRAINT

Pursuant to California Education Code Section 41001, the District shall deposit all funds received or collected from any source into the Orange County Treasury, to be placed to the credit of the proper Fund of the District except as otherwise provided herein.

Pursuant to California Education Code Section 41015, the District may invest all or part of funds deposited in a Special Reserve Fund or any surplus monies not required for the immediate necessities of the District in any of the investments specified in California Government Code Sections 16430 or 53601. Special Reserve Funds are defined as those funds which the Board of Education has designated for capital outlay or other purposes where an accumulation over a period of fiscal years is desired.

IV. AUTHORIZED INVESTMENTS

The District shall make investments in the context of the "Prudent Investor Rule" (Civil Code Section 2261 et seq.), which in substance states that:

> "Investment shall be made with the judgment and care, under circumstances then prevailing which person of prudence, discretion and intelligence, exercise in the management of their own affairs, not for speculation; but for investment, considering the probable safety of their capital as well as the probable income to be derived."

The District shall deposit all funds received or collected from any source into the Orange County Treasury, except as provided for through California Education Code. Those funds maintained in a Special Reserve Fund or any surplus fund not required for the immediate necessities of the District shall be available for investment ("funds available for investment") under the conditions set forth in this policy.

Authorized investments are:

1. The Orange County Investment Pool(s) established by the Orange County Treasurer for the benefit of local agencies and/or schools. The District may invest up to one hundred percent (100%) of its funds available for investment in the Orange County Investment Pool(s).

2. The Local Agency Investment Fund established by the California State Treasurer for the benefit of local agencies. The District may invest up to one hundred percent (100%) of its funds available for investment in the Local Agency Investment Fund.

3. To the extent that the District directs the investment of its funds to specific securities, those securities shall be limited to the securities identified in California Government Code Section 53601. However, the District will not, under any circumstances, direct the investment of its funds to reverse repurchase agreements unless such transactions are matched to maturity.

Monies received from the sources, or for the purposes listed below may be deposited in a bank or other financial institution. Monies so deposited shall be in a fully insured or collateralized account(s) or instrument(s). An individual bank account shall not exceed $100,000 (Education Code Section 41002.5). Bank accounts maintained outside of the County Treasury shall be limited to the following purposes:

a. Cash Clearing Account
   Purpose: To deposit accounts receivable checks then write check to Fountain Valley School District once checks have cleared.

b. Revolving Cash
   Purpose: Emergency transactions for payroll and accounts payable.

c. Self-Insured Trust Account
   Purpose: To pay various insurance claims.

d. TRANs Proceeds

V. COMPLIANCE WITH STATE AND FEDERAL SECURITIES LAWS

The District will take reasonable steps to ensure that any debt offerings issued by the District comply fully with all applicable state and federal securities laws. In connection with all debt offerings issued by the District, the District will retain bond counsel to review the offering materials prepared in connection with the debt offering to ensure that disclosures contained in offering materials comply with federal and state securities laws. The Assistant Superintendent of Business Services shall be responsible for reviewing the offering materials regarding the accuracy of information disclosed in such materials.

VI. DEPOSIT OF PROCEEDS FORM THE ISSUANCE OF DEBT

The District shall not issue debt, for the sole purpose of generating funds for investment. The District shall limit the issuance of debt for the purposes of meeting short-term cash flow needs and to finance capital projects.

When depositing proceeds from the issuance of debt, the District shall limit such investments to those authorized investments identified in this policy. Should a trust agreement of a particular debt issued by the District be more restrictive than the District's policy on authorized investments, then the trust agreement will take precedence.

VII. INVESTMENT REVIEWS

The Assistant Superintendent of Business Services will review quarterly reports on investment performance.

VIII. CHANGES TO INVESTMENT POLICY

This policy dated October 24, 1996, has been submitted to the Board of Trustees for review and approval. This policy will be reviewed at least annually to ensure its consistency with the objectives of income, growth and safety, and changes in applicable laws and financial trends. Any proposed amendments to the Investment Policy will require approval by the Board of Trustees.

IX. FINANCIAL PROFESSIONAL'S COMPLIANCE WITH INVESTMENT POLICY

All outside investment advisors/managers, attorneys and other financial professionals employed or retained by the District and/or its representatives, including without limitation financial advisors, underwriters, bond counsel, and disclosure counsel, must review this policy and sign a statement of compliance confirming that they have reviewed this investment policy and will fully comply with these policies. A copy of this statement of compliance is attached as Exhibit A.

STATEMENT OF COMPLIANCE WITH INVESTMENT POLICIES ADOPTED BY THE FOUNTAIN VALLEY SCHOOL DISTRICT

The undersigned has been retained to perform services for the Fountain Valley School District. The undersigned has been provided with a copy of the Fountain Valley School District Investment Policies and has reviewed the Investment Policy thoroughly. In providing services to the Department, the undersigned agrees to comply fully with all of the policies and procedures set forth in the Investment Policies.

Date: July 12, 2018

By: _____

Christine Fullerton

Assistant Superintendent, Business

Board meeting of July 12, 2018

Fountain Valley School District
Business Services Division

M E M O R A N D U M

TO:	Board of Trustees
FROM:	Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT:	**RATIFY ADDENDUM 1 TO THE ARCHITECTURAL SERVICES AGREEMENT WITH RACHLIN PARTNERS FOR MASUDA MIDDLE SCHOOL**
DATE:	July 9, 2018

Background:
The District entered into a Master Architectural Services Agreement with Rachlin Partners, for the entire scope of the Measure O work in March of 2017, which included a per fee schedule based on the total cost of work at each individual school. Rachlin estimated their fees for Masuda based on the budgeted cost of the preliminary scope of work; however, final architectural fees for the project were not determined until the GMP for the project was approved. Rachlin will be providing Construction Management services; these fees are determined based on project timelines and scope.

Fiscal Impact:
The architectural fees for Masuda Middle School shall not exceed $493,700.09 for Masuda design. Construction Management fees for Masuda are not to exceed $169,940.00.

Recommendation:
It is recommended that the Board of Trustees ratifies Addendum 1 to the Architectural Services Agreement with Rachlin Partners for Masuda Middle School.

AMENDMENT NO. 1 TO ARCHITECTURAL SERVICES AGREEMENT

(Master Agreement)

This Amendment No. 1 ("Amendment") to the Architectural Services Agreement ("Agreement") by and between the Fountain Valley School District, a school district duly organized and validly existing under the laws of the State of California ("District") and Rachlin Partners ("Rachlin") dated March 23, 2017, and is hereby made and entered into this 1st day of June, 2018 ("Effective Date") as follows:

WHEREAS, the District and the Rachlin have entered into the Agreement, a true and correct copy is attached hereto as Exhibit "A," in which the District contracted with Rachlin to provide both architectural and construction management services for the modernization of Masuda Middle School as more particularly described in the Agreement ("Project"); and

WHEREAS, Section XIII.13 of the Agreement provides that the Agreement may be amended by an agreement in writing signed by both the District and Rachlin.

NOW THEREFORE, THE DISTRICT AND RACHLIN HEREBY AGREE AS FOLLOWS:

1. Agreement. The District and Rachlin hereto represent that the aforementioned Agreement is the true, correct and complete agreement between the Parties and that there have been no written or oral amendment(s) to the Agreement. All capitalized terms not otherwise defined herein shall have the same meanings given in the Agreement.

2. Incorporation of the Final Adjusted Cost of the Architectural Fee. The District shall compensate Rachlin for the Final Adjusted Cost required by this Amendment No. 1 for the contract regarding the existing Masuda Middle School Campus as set forth in Exhibit "B" hereto, now that the final Guaranteed Maximum Price for construction has been determined. Compensation shall not exceed Four Hundred Ninety Three Thousand Seven Hundred Dollars and Nine Cents ($493,700.09) for Architectural Services and Ten Thousand One Hundred Twenty Six Dollars and Cents ($10,126.00) for Reimbursable Expenses.

3. Cost of Additional Work – Design Change Orders. The District shall compensate Rachlin for the Additional Work – Design Change Orders required by this Amendment for the contract regarding the existing Masuda Middle School Campus as set forth in Exhibit "B" hereto, now that the final Guaranteed Maximum Price for construction has been determined. Compensation shall not exceed No Dollars and No Cents ($0.00) for Design Change Orders and No Dollars and Cents ($0.00) for Reimbursable Expenses.

4. Cost of Additional Work – Construction Management Services. The District shall compensate Rachlin for the Additional Work – Construction Management Services required by this Amendment for the contract regarding the existing Masuda Middle School Campus as set forth in Exhibit "C" hereto, now that the final Guaranteed Maximum Price for construction has been determined. Compensation shall not exceed One Hundred Sixty Nine Thousand Nine Hundred Forty Dollars and No Cents ($169,940.00) for Architectural Services and Nine Thousand Three Hundred Sixty Four Dollars and Twenty Cents ($9,364.20) for Reimbursable Expenses.

5. **Binding Effect; Partial Invalidity.** This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. If any provision of this Amendment 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 Amendment or the Agreement.

6. **Full Force and Effect; No Other Amendments.** The Agreement is hereby modified with respect to the terms set forth herein, and any other portion thereof as necessary to implement the foregoing. Except as specifically set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect as executed by the Parties.

7. **Facsimile Signatures.** In order to expedite the execution of this Amendment, telecopied signatures may be used in place of original signatures on this document. The Parties intend to be bound by the signatures on the telecopied document, are aware that the other Party will rely on the telecopied signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature.

8. **Counterparts.** This Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

9. **Inconsistencies.** In the event of any inconsistency between the terms of this Amendment and those of the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Amendment, as of the Effective Date set forth above, and agree that this Amendment shall constitute binding modifications to the Agreement.

FOUNTAIN VALLEY SCHOOL DISTRICT

By: _____
Name: _____
Its: _____

RACHLIN PARTNERS

By: _____
Name: _____
Its: _____

EXHIBIT “A”

AGREEMENT

(To Be Inserted)

EXHIBIT “B”

FINAL ADJUSTED COST OF THE ARCHITECTURAL FEE

(To Be Inserted)

EXHIBIT "C"

CONSTRUCTION MANAGEMENT SERVICES
COMPENSATION SUMMARY AND SCHEDULE

(To Be Inserted)

Board meeting of July 12, 2018

Fountain Valley School District
Business Services Division

M E M O R A N D U M

TO:	Board of Trustees
FROM:	Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT:	**RATIFY ADDENDUM 1 TO THE ARCHITECTURAL SERVICES AGREEMENT WITH RACHLIN PARTNERS FOR COURREGES ELEMENTARY SCHOOL**
DATE:	July 9, 2018

Background:
The District entered into a Master Architectural Services Agreement with Rachlin Partners, for the entire scope of the Measure O work in March of 2017, which included a per fee schedule based on the total cost of work at each individual school. Rachlin estimated their fees for Courreges based on the budgeted cost of the preliminary scope of work; however, final architectural fees for the project were not determined until the GMP for the project was approved. Rachlin will be providing Construction Management services; these fees are determined based on project timelines and scope.

Fiscal Impact:
The architectural fees for Masuda Middle School shall not exceed $547,621.90 for Masuda design. Construction Management fees for Masuda are not to exceed $169,940.00.

Recommendation:
It is recommended that the Board of Trustees ratifies Addendum 1 to the Architectural Services Agreement with Rachlin Partners for Courreges Elementary School.

AMENDMENT NO. 1 TO ARCHITECTURAL SERVICES AGREEMENT

(Master Agreement)

This Amendment No. 1 ("Amendment") to the Architectural Services Agreement ("Agreement") by and between the Fountain Valley School District, a school district duly organized and validly existing under the laws of the State of California ("District") and Rachlin Partners ("Rachlin") dated March 23, 2017, and is hereby made and entered into this 1st day of June, 2018 ("Effective Date") as follows:

WHEREAS, the District and the Rachlin have entered into the Agreement, a true and correct copy is attached hereto as Exhibit "A," in which the District contracted with Rachlin to provide both architectural and construction management services for the modernization of Courreges Elementary School as more particularly described in the Agreement ("Project"); and

WHEREAS, Section XIII.13 of the Agreement provides that the Agreement may be amended by an agreement in writing signed by both the District and Rachlin.

NOW THEREFORE, THE DISTRICT AND RACHLIN HEREBY AGREE AS FOLLOWS:

1. Agreement. The District and Rachlin hereto represent that the aforementioned Agreement is the true, correct and complete agreement between the Parties and that there have been no written or oral amendment(s) to the Agreement. All capitalized terms not otherwise defined herein shall have the same meanings given in the Agreement.

2. Incorporation of the Final Adjusted Cost of the Architectural Fee. The District shall compensate Rachlin for the Final Adjusted Cost required by this Amendment No. 1 for the contract regarding the existing Courreges Elementary School Campus as set forth in Exhibit "B" hereto, now that the final Guaranteed Maximum Price for construction has been determined. Compensation shall not exceed Five Hundred Forty Seven Thousand Six Hundred Twenty One Dollars and Ninety Cents ($547,621.90) for Architectural Services and Ten Thousand One Hundred Twenty Six Dollars and No Cents ($10,126.00) for Reimbursable Expenses.

3. Cost of Additional Work – Design Change Orders. The District shall compensate Rachlin for the Additional Work – Design Change Orders required by this Amendment for the contract regarding the existing Courreges Elementary School Campus as set forth in Exhibit "B" hereto, now that the final Guaranteed Maximum Price for construction has been determined. Compensation shall not exceed No Dollars and No Cents ($0.00) for Design Change Orders and No Dollars and Cents ($0.00) for Reimbursable Expenses.

4. Cost of Additional Work – Construction Management Services. The District shall compensate Rachlin for the Additional Work – Construction Management Services required by this Amendment for the contract regarding the existing Courreges Elementary School Campus as set forth in Exhibit "C" hereto, now that the final Guaranteed Maximum Price for construction has been determined. Compensation shall not exceed One Hundred Sixty Nine Thousand Nine Hundred Forty Dollars and No Cents ($169,940.00) for Architectural Services and Nine Thousand Three Hundred Sixty Four Dollars and Twenty Cents ($9,364.20) for Reimbursable Expenses.

5. **Binding Effect; Partial Invalidity.** This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. If any provision of this Amendment 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 Amendment or the Agreement.

6. **Full Force and Effect; No Other Amendments.** The Agreement is hereby modified with respect to the terms set forth herein, and any other portion thereof as necessary to implement the foregoing. Except as specifically set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect as executed by the Parties.

7. **Facsimile Signatures.** In order to expedite the execution of this Amendment, telecopied signatures may be used in place of original signatures on this document. The Parties intend to be bound by the signatures on the telecopied document, are aware that the other Party will rely on the telecopied signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature.

8. **Counterparts.** This Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

9. **Inconsistencies.** In the event of any inconsistency between the terms of this Amendment and those of the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Amendment, as of the Effective Date set forth above, and agree that this Amendment shall constitute binding modifications to the Agreement.

FOUNTAIN VALLEY SCHOOL DISTRICT

By: _____
Name: _____
Its: _____

RACHLIN PARTNERS

By: _____
Name: _____
Its: _____

EXHIBIT “A”

AGREEMENT

(To Be Inserted)

EXHIBIT “B”

FINAL ADJUSTED COST OF THE ARCHITECTURAL FEE

(To Be Inserted)

EXHIBIT "C"

CONSTRUCTION MANAGEMENT SERVICES
COMPENSATION SUMMARY AND SCHEDULE

(To Be Inserted)

Board meeting of July 12, 2018

Fountain Valley School District
Business Services Division

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: **ACCEPT THE MEASURE O CITIZEN'S BOND OVERSIGHT COMMITTEE'S 2017-2018 ANNUAL REPORT**
DATE: July 9, 2018

Background:
One of the responsibilities of the Citizen's Bond Oversight Committee (CBOC) is to report to the Board of Trustees annually on the activities of the CBOC. The 2017-2018 Measure O Citizen's Bond Oversight Committee Annual Report includes information regarding committee members, meeting dates, committee activities, project updates and the committee's conclusion.

Fiscal Impact:
In 2016, the Fountain Valley School District community approved Measure O, authorizing the sale of $63 million in General Obligation Bonds. The Citizen's Bond Oversight Committee is tasked with the oversight of expenditures of these funds

Recommendation:
It is recommended that the Board of Trustees accepts the Measure O Citizen's Bond Oversight Committee's 2017-2018 Annual Report.

FOUNTAIN VALLEY SCHOOL DISTRICT

MEASURE O
CITIZEN'S BOND OVERSIGHT COMMITTEE

ANNUAL REPORT
JULY 1, 2017 – JUNE 30, 2018
EXPENDITURES & COMMITTEE ACTIVITIES

July 12, 2018

Measure O Committee Members

Judy Edwards, Chariperson
David Albert, Member
Tom Antal, Member
Steve Brown, Member
Regan Carpentier, Member
Jim Escutia, Member
Brad Gaston, Member
Bonnie Hanson, Member
Genevieve Maciel, Member
Joy Moyers, Member
Amy Nguyen, Member
Joni Tenda, Member
Ami Vu, Member
Janice Vuong, Member
Jennifer Weimer, Member



Submitted to the Fountain Valley School District Board of Trustees

Jim Cunneen, President
Mr. Ian Collins, President Pro-Tem
Mrs. Jeanne Galindo, Clerk
Mrs. Sandra Crandall, Member
Mrs. Lisa Schultz, Member

PURPOSE OF THE COMMITTEE

The voters of the Fountain Valley School District approved a $63 million bond measure with 63.2% YES vote on November 8, 2016. The proceeds of the bonds are intended to be used to repair and modernize aging classrooms and school facilities, including repairing deteriorating roofs, plumbing, electrical and air conditioning systems; upgrade classrooms, science labs, libraries, facilities and technology that support student achievement in reading, math, arts, science and technology; and improve student safety and campus security.

As set forth in Prop 39, the purpose of the Measure O Citizens' Bond Oversight Committee is to review and report on the proper expenditure of taxpayers' money for school construction on the Measure O bond projects.

The Oversight Committee conducted quarterly business meetings which included review of facilities projects and project expenditures.

For Fiscal Year 2017/2018, the Citizens' Bond Oversight Committee held meetings on the following dates:

August 14, 2017
November 6, 2017
March 5, 2018
June 4, 2018

COMMITTEE'S ACTIVITIES

In accordance with the provisions of the Ralph M. Brown Public Act, the committee conducts meetings for the public's attendance and participation. Meeting agendas and notices are sent to committee members and posted within the required period of time. Notices are posted at the Fountain Valley School District's Office and the District's website. Meeting notices, agenda, minutes and all other documents received by the committee are a matter of public record and are available on the Fountain Valley School District's website.

District Staff presented financial reports, communications, project and program updates at each meeting of the CBOC. Handouts were distributed at the meetings and subsequently posted to the District's Measure O CBOC web page.

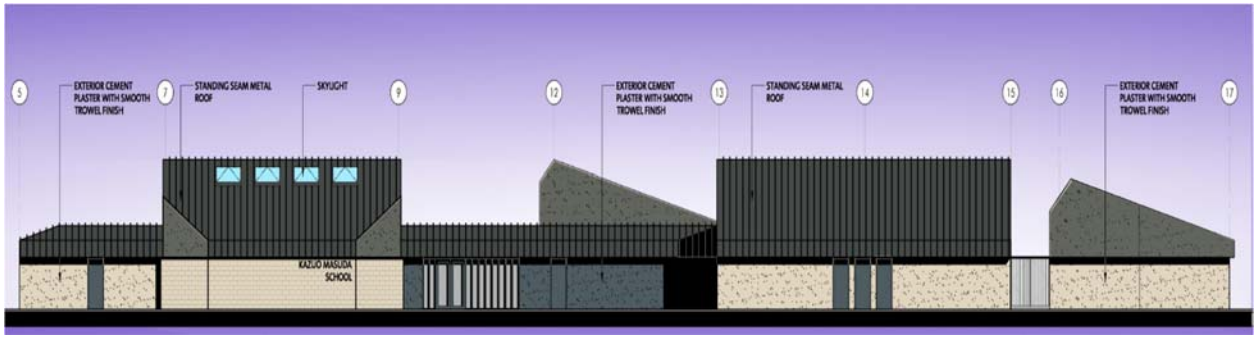
AUDIT FINDINGS

Due to a lack of expenditures during the 2016-2017 fiscal year, an annual audit of the Fountain Valley School District Building Fund, and corresponding Performance Audit, was not required.

MEASURE O PROJECT UPDATE

The first phase of the Measure O project includes Courreges Elementary and Masuda Middle School. The Division of State Architects approved the plans for Masuda in December of 2017 and Courreges in February of 2018.

Masuda Middle School: The Masuda groundbreaking ceremony took place on May 30, 2018. Work at Masuda will include a new roof, HVAC installation, update to the front facade, enlarging the health office restroom, new ceilings, new flooring and paint as needed. Work is scheduled to begin in June of 2018 and conclude by the end of August 2019.





Courreges Elementary School: The Courreges groundbreaking ceremony also took place on May 30, 2018. Work at Courreges will include a new roof, HVAC installation, enlarging the staff restrooms, outdoor stage replacement, new ceilings, new flooring and paint as needed. Work is scheduled to begin in June of 2018 and conclude by the end of August 2019.



Phase two schools, Cox Elementary, Fulton Middle School, and Tamura Elementary are currently in the design phase and plans are scheduled to be submitted to the Division of State Architects in September of 2018.

COMMITTEE'S CONCLUSION

The Measure O Citizens' Bond Oversight Committee is pleased to inform the public, and the Fountain Valley School District Board of Trustees, that the District is in compliance with Article XIIIA, section 1(b)(3) of the California Constitution. The current projects are authorized under Measure O and bond proceeds have been expended in accordance with the ballot measure. Additional information, including meeting agendas, minutes, and handouts are available on the District website: https://www.fvsd.us/apps/pages/MeasureO-CBOC.

Board meeting of July 12, 2018

Fountain Valley School District
Business Service Division

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: APPROVE THE USE OF THE SANTA RITA UNIFIED SCHOOL DISTRICT PIGGYBACK PURCHASING BID WITH AMERICAN MODULAR SYSTEMS TO DESIGN, ENGINEER PRICE AND PURCHASE SCIENCE AND MUSIC CLASSROOMS AT THE THREE MIDDLE SCHOOLS
DATE: July 9, 2018

Background:
The District has been investigating possible options for the addition of science and music classrooms at the three middle schools. After exploring options, staff believes that the Gen7 High Performance Facilities offer the best compromise between a traditional build and modular classroom. Staff is requesting the ability to use the Santa Rita Unified School District piggyback purchasing bid to design and price four science classrooms and one oversized music room. Staff will bring the design and specific cost information, as well as a contract for purchase, to the Board at a future Board Meeting.

Fiscal Impact:
Staff will bring specific cost information to a future Board meeting. The installation of science and music rooms will come from the proceeds of the sale of the Crossroads Office Building.

Recommendation:
It is recommended that the Board of Trustees approves the use of the Santa Rita Unified School District Piggyback Purchasing Bid with American Modular Systems to design, engineer, price, and purchase science and music classrooms at the three middle schools.

BID MANUAL

BID NUMBER: 2015-16-1A

FACILITY SUPPLY SERVICES CONTRACT
MODULAR CLASSROOM BUILDINGS AND MODULAR TOILET ROOM BUILDINGS AT VARIOUS SITES

SANTA RITA UNION SCHOOL DISTRICT

April 29, 2016

Santa Rita
Union School District
57 Russell Road, Salinas CA 93906 (831) 443-7200 Fax (831) 442-1729 www.santaritaschools.org

May 20, 2016

Mr. Daniel Sarich
American Modular Systems
787 Spreckels Avenue
Manteca, CA 95336

Subject: Notice of Award – Facilities Supply Contract

Dear Mr. Sarich,

Thank you for submitting your bid for the Facilities Supply Contract. Santa Rita Union School District ("District") has completed its review of the bids submitted in response to the Districts' bid package for the Facilities Supply Contract bid. Accordingly, we are pleased to inform you the Santa Rita Union School District Board of Education has awarded American Modular Systems the contract as the lowest responsible bidder at the board meeting held May 19, 2016.

Thank you for participation in this process.

We look forward to working with you.

Sincerely,

Nancy Pfeiffer
Chief Business Officer
Santa Rita Union School District

Serving the students of Santa Rita –

Superintendent:
Dr. Shelly D. Morr
smorr@santaritaschools.org

Chief Business Officer:
Nancy Pfeiffer
npfeiffer@santaritaschools.org

Director of Human Resources:
Dr. Roxanne Regules
rregules@santaritaschools.org

Director of Educational Services:
Dr. Mary White
mwhite@santaritaschools.org

Director of Curriculum/Special Projects
Melissa Alderman
malderman@santaritaschools.org

Board of Trustees:
Mrs. Elva Arellano
Ms. Meri Keiser
Mr. Sunil Patel
Mr. Tom Spencer
Ms. Sarah Turner

Bolsa Knolls Middle 443-3300, Gavilan View Middle 443-7212, La Joya Elementary 443-7216,
McKinnon Elementary 443-7224, New Republic Elementary 443-7246, Santa Rita Elementary 443-7221

Santa Rita
Union School District

57 Russell Road
Salinas, CA 93906
(831) 443 - 7200
Fax 442 - 1729

MEETING of the BOARD OF TRUSTEES AGENDA

THURSDAY, June 2, 2016
5:30 – CLOSED SESSION
Regular Session – 6:00 p.m.

District Administration Building Conference Room, 57 Russell Road, Salinas, CA

Enter the side door on the east, next to the parking lot. Any writings or documents that are public records and are provided to a majority of the governing board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 57 Russell Road, Salinas CA during normal business hours. Any member of the public desiring to address the Board on an item not listed on the agenda may complete a "brown" card and submit it to the Superintendent or President of the Board prior to the start of the meeting. The meeting may be in part or whole recorded on audiotape.

To request a disability-related modification or accommodation in order to participate in this meeting, please contact the Office of the Superintendent at (831) 443-7200 at least 24 hours in advance.

1.0 CALL TO ORDER & PLEDGE OF ALLEGIANCE

2.0 ADJOURNED TO CLOSED SESSION
- 2.1 Personnel Actions – Appointment, Employment, Evaluation, Discipline/Dismissal/Release GC 54957.
- 2.2 Confer with Negotiations Team Regarding Collective Bargaining with the Santa Rita Teachers Association and California School Employees Association, Chapter 503 as per GC 54954.5 (f) and 54957..
- 2.3 Potential Litigation as per GC 54956.9.
- 2.4 Superintendent's Evaluation.

3.0 RECONVENE INTO OPEN SESSION

4.0 RECEIVE HEARINGS OF INDIVIDUALS DESIRING TO ADDRESS THE BOARD

5.0 CONSIDER APPROVAL OF CONSENT AGENDA
- 5.1 Approval of Minutes
- 5.2 Approve Warrants
- 5.3 Personnel Actions
- 5.4 Consider approval of agreement between Proactive K-9's and Santa Rita Union School District for contraband detection services and substance awareness for the period of July, 2016 through June, 2017.
- 5.5 Acceptance of gifts to the district

5.6 Consider Approval of Minutes

Minutes of May 19, 2016 Meeting of the Santa Rita School District Board of Trustees

1.0 Mrs. Arellano called the meeting to order at 6:04 p.m. Present: Ms. Keiser, Mr. Patel, Mr. Spencer, and Ms. Turner. The Pledge of allegiance was said.
It was moved by Ms. Turner and seconded by Mr. Spencer to approve a few adjustments to the Board agenda. Vote: 5 yes, 0 no. Moved Student Leadership to 2.0, amended the Resolution No. to Board Agenda item 6.5 to Resolution No. 16.05.85, and pulled agenda items 7.1 and 7.2 for next Board meeting.
Student Leadership reported.

2.0 Public Comment: Mrs. Rhonda Velez , CSEA requested an investigation regarding the workplace bullying.

3.0 It was moved by Ms. Keiser and seconded by Mr. Spencer to approve the consent agenda . Vote: 5 yes, 0 no.
- 3.1 Reports from Student Leadership were moved top of the agenda.
- 3.2 Approved Minutes of May 5, 2016
- 3.3 Approved Warrants
- 3.4 Approved Personnel Actions
- 3.5 Approved a Multi-Day Outdoor Ed. Camp for McKinnon Elementary and Santa Rita Elementary for January 6-8, 2017.
- 3.6 Accepted gifts to the district.

4.0 Reports, Information, and Correspondence
- 4.1 Reports from District Organizations, Councils, or Committees
- 4.2 Reports from School Principals/Directors/Department Staff/Chief Business Officer
- 4.3 Reports of the Board on Activities or Meetings Attended
- 4.4 Reports from the Superintendent

5.0 Business
- 5.1 It was moved by Mr. Patel and seconded by Ms. Turner to adopt Resolution No 16.05.71 in which the Board of Education of the Santa Rita Union School District authorizes the issuance and sale of refunding bonds; approving, authorizing and directing execution of an amended and restated joint exercise of powers agreement relating to the California Statewide Communities Development Authority; and approving forms of documents and actions of district officers as necessary in connection therewith. Vote: 5 yes, 0 no.
- 5.2 District staff presented to the Board their findings and recommendations for individual school sites summer projects. This was an informational item and no Board action was required.
- 5.3 It was moved by Mr. Patel and seconded by Ms. Turner to accept a bid from American Modular Systems that provides the district an opportunity to purchase various modular buildings beginning May 19, 2016 through May 18, 2019 at the prince established on this bid. No buildings are currently being recommended for purchase at this time. Vote: 5 yes, 0 no.
- 5.4 It was moved by Ms. Turner and seconded by Ms. Keiser to approve an agreement with Anaya & Sons Construction to remove and replace sidewalks at Gavilan View Middle School for a cost not to exceed $85,534. Vote: 5 yes, 0 no.
- 5.5 It was moved by Mr. Patel and seconded by Ms. Turner to approve an agreement with Souto Brothers for the landscaping of the Earth, Sky and Water Lab at Gavilan View Middle School for a cost not to exceed $59,500. Vote: 5 yes, 0 no.
- 5.6 It was moved by Ms. Keiser and seconded by Mr. Spencer to approve a proposal to purchase a used 26' 2008 Skyjack electric platform scissor lift from United Rentals at a cost not to exceed $9,285. Vote: 5 yes, 0 no.
- 5.7 It was moved by Mr. Patel and seconded by Ms. Turner to approve a two year agreement between the Santa Rita Union School District and the Mexican American Opportunity Foundation, Inc. (MAOF) to lease the preschool building at Santa Rita Elementary School to operate a Daycare Center from July 1, 2015 to June 30, 2017. Vote: 5 yes, 0 no.
- 5.8 It was moved by Ms. Turner and seconded by Ms. Keiser to approve the purchase of carpet from Shaw Industries, Inc. for the classroom modernization of eight portable classrooms at La Joya Elementary School, four classrooms and the Administrative Office at Santa Rita Elementary School and the Computer Lab at New Republic Elementary School using the NJPA approved contract with Shaw Industries, Inc. for a cost not to exceed $48,213. Vote: 5 yes, 0 no.
- 5.9 It was moved by Ms. Turner and seconded by Ms. Keiser to approve an agreement with Blancas Construction, Inc. to paint eleven portable classrooms including the doors and the Cafeteria access ramp at Gavilan View Middle School for a cost not to exceed $19,643. Vote: 5 yes, 0 no.

6.0 Personnel

6.1 It was moved by Mr. Patel and seconded by Mr. Spencer to approve Resolution No.16.05.81; Resolution of Appreciation for Robin M. Kunysz. Vote: 5 yes, 0 no.

6.2 It was moved by Mr. Patel and seconded by Mr. Spencer to approve Resolution No.16.05.82; Resolution of Appreciation for Sandra L. McCafferty. Vote: 5 yes, 0 no.

6.3 It was moved by Mr. Patel and seconded by Mr. Spencer to approve Resolution No. 16.05.83; Resolution of Appreciation for Jorge Jasso. Vote: 5 yes, 0 no.

6.4 It was moved by Mr. Patel and seconded by Mr. Spencer to approve Resolution No. 16.05.84; Resolution of Appreciation for Jesus G. Rico. Vote: 5 yes, 0 no.

6.5 I was moved by Ms. Keiser and seconded by Mr. Spencer to consider reduction of service of three hours of a Health Aide position for the 2016/2017 school year. Vote: 5 yes, 0 no.

6.6 It was moved by Mr. Spencer and seconded by Mr. Patel to approve the Memorandum of Understanding between the Santa Rita Union School District and the National University. Vote: 5 yes, 0 no.

6.7 It was moved by Mr. Patel and seconded by Mr. Spencer to approve the California School Employees Association (CSEA) and the District to "Sunshine" their proposal to open negotiations for the 2016-2017 school year. Vote: 5 yes, 0 no.

7.0 Curriculum

7.1 It is recommended the Board of Trustees discuss the Local Control Accountability Plan (LCAP) update prior to submission to the Monterey County Office of Education. This agenda item was tabled.

7.2 Superintendent and Curriculum and Instruction staff will be presenting to the Board information on updated assessment results. The agenda item was tabled.

8.0 Student Services – No Items

9.0 Administration - No Items

10.0 Closed Session

10.1 Personnel Actions – Appointment, Employment, Evaluation, Discipline/Dismissal/Release GC 54957.

10.2 Conferred with Negotiations Team Regarding Collective Bargaining with the Santa Rita Teachers Association and California School Employees Association, Chapter 503 as per GC 54954.5 (f) and 54957.

10.3 Potential Litigation as per GC 54956.9

10.4 Superintendent's Evaluation

Meeting was adjourned at approximately 8:37 p.m.

Respectfully submitted:

Shelly D Morr

Dr. Shelly Morr, Secretary to the Board

Fictitious Business

STATEMENT OF ABANDONMENT OF USE OF FICTITIOUS BUSINESS NAME
File No. 20160626
Filed Mar 17 2016

The following person has abandoned the use of the fictitious business name listed: DENTAL CARE OF SHERWOOD GARDENS; DENTAL CARE OF SEASIDE located at 1211 South Main Street, Salinas, CA 93901; Monterey County.

The fictitious business name was filed in Monterey County on June 29, 2015; File Number 20160626.

Registered Owner:
WYNN DENTAL CORPORATION,
A California Corporation
1211 South Main Street
Salinas CA 93901

Business was conducted by: a corporation.

/s/ Jennifer Huyen Wynn
President

This statement was filed with the County Clerk of MONTEREY County on date indicated by file stamp above.

Mar 23, 30; Apr 6, 13, 2016 (1136187)

Legal Notices

Notice of Availability
of Request for Bids for

Johnson Canyon Landfill Concrete Pad Modification and Installation Project

The Salinas Valley Solid Waste Authority invites submittal of bids for the **"Johnson Canyon Concrete Pad Modification and Installation Project."** Bids must conform to the Request for Bids available on April 4, 2016, at 128 Sun Street, Suite 101, Salinas. For a copy of the Request for Bids, please call (831) 775-3014 or e-mail Linda Vasquez at bids@svswa.org.

Sealed proposals will be received in the Authority Clerk's office until **2:00 p.m. on Wednesday, April 20, 2016**, at which time bids will be opened in the Authority's Conference Room.

April 6, 2016 (1174464)

PUBLIC NOTICE

The Ag Land Trust has announced that it has entered into an agreement to acquire an agricultural conservation easement covering 129 acres of irrigated farmland in the Salinas Valley. This property is located on the east side of McFadden Road at the intersection of Highway 183 in Monterey County. The Assessor's Parcel Numbers are 227-063-004 and 414-012-001.

An agricultural conservation protects and limits the use of the land for agriculture purposes. The 129 acre easement will ensure that, in perpetuity, this land will be preserves for agriculture uses. The Ag Land Trust will hold title to the easement and will monitor the terms of the easement annually to insure that the purposes of the easement are fulfilled. The Ag Land Trust is a non-profit 501 (c) (3) corporation that exists to protect the valuable irreplaceable agricultural land resources of Monterey County by acquiring and holding in trust agricultural conservation easements. For further information contact Sherwood Darington at 422-5868.

April 6,2016 (174669)

PLACE YOUR HELP WANTED AD HERE
(888) 263-5874

Legal Notices

REQUEST FOR BIDS
Santa Rita Union School District
57 Russell Road
Salinas, CA 93906

April 6, 2016

BID NUMBER 2015-16-1A
FACILITY SUPPLY SERVICES CONTRACT
MODULAR CLASSROOM BUILDINGS AND MODULAR TOILET ROOM BUILDINGS AT VARIOUS SITES

NOTICE IS HEREY GIVEN that the SANTA RITA UNION SCHOOL DISTRICT, SALINAS, in the COUNTY OF MONTEREY, CALIFORNIA will receive sealed proposals for construction and delivery of several variations of modular buildings

THE SCOPE OF THE PROJECT consists of providing several variations of modular buildings.

Scope of will include though not limited to:

1. Base buildings of various identified sizes
2. Pricing for numerous additional options
3. Division of the State of California Architect Approval for all buildings and options

Interested firms are invited to submit their bids in a sealed envelope enclosing two (2) bound copies of submittals of the requested materials to:

Ms. Nancy Torres Pfeiffer
Chief Business Officer
Santa Rita Union School District
57 Russell Road
Salinas, CA 93906
Telephone: (831) 443-7200

All responses are due by:
2:00 PM, April 29, 2016

FAX OR EMAIL RESPONSES WILL NOT BE ACCEPTED

For a FULL DOWNLABLE BID REQUIREMENTS PACKAGE, Access the Santa Rita Union School District web page at www.santaritaschools.org**.**

The district will be available for a non-mandatory walk through at 10 am; on April 15, 2016 at the Bolsa Knolls Middle School Site, 1031 Rogge Road, Salinas, CA 93906.

This is a request for Bids and is **not** an offer by the Santa Rita Union School District to contract with any party responding to this request. The Santa Rita Union School District reserves the right to reject all Bids and issue a new Request for Bids.

Nancy Pfeiffer, Chief Business Officer
Santa Rita Union School District

April 6, 13, 2016 (1160590)

Trustees

NOTICE OF TRUSTEE'S SALE Trustee Sale No. 206-066426 Loan No. 4414 Title Order No. 91205338 NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED
PURSUANT TO CIVIL CODE § 2923.3(a), THE SUMMARY OF INFORMATION REFERRED TO ABOVE IS NOT ATTACHED TO THE RECORDED OR PUBLISHED COPY OF THIS DOCUMENT BUT ONLY TO THE COPIES PROVIDED TO THE TRUSTOR.] YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 06-09-2015. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER. On 04-13-2016 at 10:00 AM, PLM LOAN MANAGEMENT SERVICES, INC as the duly appointed Trustee under and pursuant to Deed of Trust Recorded 06-30-2015, Instrument 2015034885 of official records in the Office of the Recorder of MONTEREY County, California, executed by: JOSE FUENTES CONSTRUCTION, INC., A CALIFORNIA CORPORATION, as Trustor, HERZER FINANCIAL SERVICES, INC., A CALIFORNIA CORPORATION, as Beneficiary, will sell at public auction the trustor's interest in the property described below, to the highest bidder for cash, cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, or a cashier's check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state. The sale will be held by the duly appointed trustee as shown below, of all right, title, and interest conveyed to and now held by the trustee in the hereinafter described property under and pursuant to the Deed of Trust. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, interest thereon, estimated fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale. Place of Sale: AT THE MAIN ENTRANCE TO THE COUNTY ADMINISTRATION BUILDING AT 168 W. ALISAL STREET, SALINAS, CA Amount of unpaid balance and other charges: $196,860.89 * (estimated) *LESS APPROXIMATELY $162,739.00 REMAINING IN THE CONSTRUCTION ACCOUNT. Street address and other common designation of the real property purported as: 1135 PACIFIC AVE. , SALINAS, CA 93905 APN Number: 004-373-038-000 The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. The property heretofore described is being sold "as is". The following statements; NOTICE TO POTENTIAL BIDDERS and NOTICE TO PROPERTY OWNER are statutory notices for all one to four single family residences and a courtesy notice for all other types of properties. NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there

Legal Notices

Trustees

are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property. NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call NATIONWIDE POSTING & PUBLICATION at (916) 939-0772 or visit this Internet Web site www.nationwideposting.com using the file number assigned to this case 206-066426. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale. DATE: 03-15-2016 FOR TRUSTEE'S SALES INFORMATION, PLEASE CALL (916) 939-0772, OR VISIT WEBSITE: www.nationwideposting.com PLM LOAN MANAGEMENT SERVICES, INC, AS TRUSTEE (408)-370-4030 ELIZABETH GODBEY, VICE PRESIDENT PLM LOAN MANAGEMENT SERVICES, INC IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. NPP0276129 To: SALINAS CALIFORNIAN PUB: 03/23/2016, 03/30/2016, 04/06/2016 *(1133013)*

NOTICE OF TRUSTEE'S SALE TS No. **CA-14-608643-JP** Order No.: **140000662-CA-MAI YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 6/2/2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.** A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 5102 to the Financial Code and authorized to do business in this state, will be held by duly appointed trustee. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale. **BENEFICIARY MAY ELECT TO BID LESS THAN THE TOTAL AMOUNT DUE.** Trustor(s): **JAIME INIGUEZ, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY** Recorded: **6/9/2006** as Instrument No. **2006051356** of Official Records in the office of the Recorder of **MONTEREY** County, California; Date of Sale: **4/20/2016** at **10:00 AM** Place of Sale: **At the Main Entrance to the County Administration Building, located at 168 W Alisal Street Salinas, California 93901** Amount of unpaid balance and other charges: **$473,282.92** The purported property address is: **7 GREGORY RD, ROYAL OAKS, CA 95076** Assessor's Parcel No.: **119-191-010-000** **NOTICE TO POTENTIAL BIDDERS:** If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property. **NOTICE TO PROPERTY OWNER:** The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call **888-988-6736** for information regarding the trustee's sale or visit this Internet Web site http://www.qualityloan.com , using the file number assigned to this foreclosure by the Trustee: **CA-14-608643-JP** . Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale. The undersigned Trustee disclaims any liability for any incorrectness of the property address or other common designation, if any, shown herein. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale. **If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.** If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations. QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Date: **Quality Loan Service Corporation 411 Ivy Street San Diego, CA 92101 619-645-7711 For NON SALE information only Sale Line: 888-988-6736 Or Login to: http://www.qualityloan.com Reinstatement Line: (866) 645-7711 Ext 5318** Quality Loan Service Corp. TS No.: **CA-14-608643-JP** IDSPub #0104295 3/30/2016 4/6/2016 4/13/2016 *(1146367)*

NOTICE OF TRUSTEE'S SALE TS No. CA-14-610659-JP Order No.: 140014348-CA-MAI YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 2/14/2007. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER. A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 5102 to the Financial Code and authorized to do business in this state,

Probates

NOTICE OF PETITION TO ADMINISTER ESTATE OF CHRISTOPHER BURDITT
CASE NO. 16PR000061

To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the will or estate, or both, of: CHRISTOPHER BURDITT.

A PETITION FOR PROBATE has been filed by: Judy Burditt in the Superior Court of California, County of Monterey.

The PETITION FOR PROBATE requests that: JUDY BURDITT be appointed as personal representative to administer the estate of the decedent.

The PETITION requests authority to administer the estate under the Independent Administration of Estates Act. (This authority will allow the personal representative to take many actions without obtaining court approval. Before taking certain very important actions, however, the personal representative will be required to give notice to interested persons unless they have waived notice or consented to the proposed action.) The independent administration authority will be granted unless an interested person files an objection to the petition and shows good cause why the court should not grant the authority.

A HEARING on the petition will be held in this court as follows:

Date: 5-18-2016
Time: 9:00 AM Dept.: 13
Superior Court of California
County of Monterey
1200 Aguajito Road
Monterey Ca 93940

IF YOU OBJECT to the granting of the petition, you should appear at the hearing and state your objections or file written objections with the court before the hearing. Your appearance may be in person or by your attorney.

IF YOU ARE A CREDITOR or a contingent creditor of the decedent, you must file your claim with the court and mail a copy to the personal representative appointed by the court within the later of either (1) four months from the date of first issuance of letters to a general personal representative, as defined in section 58(b) of the California Probate Code, or (2) 60 days from the date of mailing or personal delivery to you of a notice under section 9052 of the California Probate Code.

Other California statutes and legal authority may affect your rights as a creditor. You may want to consult with an attorney knowledgeable in California law.

YOU MAY EXAMINE the file kept by the court. If you are a person interested in the estate, you may file with the court a *Request for Special Notice* (form DE-154) of the filing of an inventory and appraisal of estate assets or of any petition or account as provided in Probate Code section 1250. A *Request for Special Notice* form is available from the court clerk.

GREGORY M. CHILTON, ESQ.
Attorney for Petitioner
310 CAPITOL STREET, STE. B
SALINAS, CA 93901
831 759-9000

Mar. 30; Apr. 6, 13, 2016 (1085164)

Probates

NOTICE OF PETITION TO ADMINISTER ESTATE OF NORMAN WILLIAMS, JR.
CASE NO. 16PR000093

To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the will or estate, or both, of: Norman Williams, Jr.

A PETITION FOR PROBATE has been filed by: Nadine A. Pina in the Superior Court of California, County of Monterey.

The PETITION FOR PROBATE requests that: Nadine A. Pina be appointed as personal representative to administer the estate of the decedent.

The PETITION requests authority to administer the estate under the Independent Administration of Estates Act. (This authority will allow the personal representative to take many actions without obtaining court approval. Before taking certain very important actions, however, the personal representative will be required to give notice to interested persons unless they have waived notice or consented to the proposed action.) The independent administration authority will be granted unless an interested person files an objection to the petition and shows good cause why the court should not grant the authority.

A HEARING on the petition will be held in this court as follows:

Date: APR 13 2016
Time: 9:00 a.m. Dept.: 13
Superior Court of California
County of Monterey
1200 Aguajito Road
Monterey Ca 93940

IF YOU OBJECT to the granting of the petition, you should appear at the hearing and state your objections or file written objections with the court before the hearing. Your appearance may be in person or by your attorney.

IF YOU ARE A CREDITOR or a contingent creditor of the decedent, you must file your claim with the court and mail a copy to the personal representative appointed by the court within the later of either (1) four months from the date of first issuance of letters to a general personal representative, as defined in section 58(b) of the California Probate Code, or (2) 60 days from the date of mailing or personal delivery to you of a notice under section 9052 of the California Probate Code.

Other California statutes and legal authority may affect your rights as a creditor. You may want to consult with an attorney knowledgeable in California law.

YOU MAY EXAMINE the file kept by the court. If you are a person interested in the estate, you may file with the court a *Request for Special Notice* (form DE-154) of the filing of an inventory and appraisal of estate assets or of any petition or account as provided in Probate Code section 1250. A *Request for Special Notice* form is available from the court clerk.

Edward Broitman, Esq.
Attorney for Petitioner
905 Cedar Street
Santa Cruz, CA 95060
(831) 325-8175

Mar 25, 30; Apr 6, 2016 (1143385)

Probates

NOTICE OF PETITION TO ADMINISTER ESTATE OF ROBERT A. BRYANT, SR.
CASE NO. 16PR000070

To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the will or estate, or both, of: Robert A. Bryant, Sr. aka Robert Bryant.

A PETITION FOR PROBATE has been filed by: Bonnie T. Bryant, III in the Superior Court of California, County of Monterey.

The PETITION FOR PROBATE requests that: Bonnie T. Bryant, III be appointed as personal representative to administer the estate of the decedent.

The PETITION requests authority to administer the estate under the Independent Administration of Estates Act. (This authority will allow the personal representative to take many actions without obtaining court approval. Before taking certain very important actions, however, the personal representative will be required to give notice to interested persons unless they have waived notice or consented to the proposed action.) The independent administration authority will be granted unless an interested person files an objection to the petition and shows good cause why the court should not grant the authority.

A HEARING on the petition will be held in this court as follows:

Date: April 27, 2016
Time: 9:00 a.m. Dept.: 13
Superior Court of California
County of Monterey
1200 Aguajito Road
Monterey Ca 93940

IF YOU OBJECT to the granting of the petition, you should appear at the hearing and state your objections or file written objections with the court before the hearing. Your appearance may be in person or by your attorney.

IF YOU ARE A CREDITOR or a contingent creditor of the decedent, you must file your claim with the court and mail a copy to the personal representative appointed by the court within the later of either (1) four months from the date of first issuance of letters to a general personal representative, as defined in section 58(b) of the California Probate Code, or (2) 60 days from the date of mailing or personal delivery to you of a notice under section 9052 of the California Probate Code.

Other California statutes and legal authority may affect your rights as a creditor. You may want to consult with an attorney knowledgeable in California law.

YOU MAY EXAMINE the file kept by the court. If you are a person interested in the estate, you may file with the court a *Request for Special Notice* (form DE-154) of the filing of an inventory and appraisal of estate assets or of any petition or account as provided in Probate Code section 1250. A *Request for Special Notice* form is available from the court clerk.

Margaret H. Clark
Attorney for Petitioner
21 W. Alisal Street,
Suite 100A
Salinas, CA 93901
831-757-2644

Mar 30; Apr 6, 13, 2016 (1149992)

DOCUMENT 00 01 10

TABLE OF CONTENTS - CONTRACT DOCUMENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS

Division 0	Section	Title
	00 01 01	Title Page
	00 01 10	Table of Contents (This Document)
	00 01 15	List of Drawings, Tables and Schedules
	00 11 16	Invitation to Bid
	00 21 13	Instructions to Bidders
	00 41 13	Bid Form
	00 43 13	Bid Bond (Security)
	00 43 36	Designated Subcontractors List
	00 45 19	Noncollusion Affidavit
	00 45 26	Worker's Compensation Certification
	00 45 50	Prevailing Wage and Related Labor Requirements Certification
	00 45 55	Disabled Veteran's Business Enterprise Participation Certification
	00 45 60	Drug-Free Workplace Certification
	00 45 65	Tobacco-Free Environment Certification
	00 45 85	Criminal Background Investigation/Fingerprinting Certification
	00 52 13	Agreement
	00 54 50	Escrow of Bid Documentation
	00 54 55	Escrow Agreement for Security Deposits in Lieu of Retention
	00 61 14	Performance Bond
	00 61 15	Payment Bond (Contractor's Labor and Material Bond)
	00 65 36	Warranty and Guarantee Form
	00 70 00	General Conditions
	00 71 00	Special Conditions

SPECIFICATIONS – GENERAL REQUIREMENTS

Division 1	Section	Title
	01 23 00	Alternates and Unit Pricing
	01 52 10	Site Standards

TECHNICAL SPECIFICATIONS

	01 35 44	Modular Buildings Specification
	01 35 45	High Performance Design Specification
	01 35 46	Modular Elevator Specification

DRAWINGS/DIAGRAMS FOR BID FORM

SEE SECTION 00 01 15

END OF DOCUMENT

DOCUMENT 00 01 15

LIST OF DRAWINGS, TABLES AND SCHEDULES

DRAWINGS /DIAGRAMS FOR BID FORM

Bid Item Number	Description
Item A	24 x 40 Classroom
Item B	36 x 40 Classroom
Item C	48 x 40 Classroom
Item D	12 x 40 Module
Item E	30 x 32 Classroom
Item F	10 x 32 Module
Item G	24 x 60 Classroom
Item H	12 x 60 Module
Item I	Steep Pitch 24 x 40 Classroom
Item J	Steep Pitch 12 x 40 Module
Item K	Steep Pitch 30 x 32 Classroom
Item L	Steep Pitch 10 x 32 Module
Item M	Two-Story 48 x 40 Classroom
Item N	Two-Story 12 x 40 Module
Item O	Two-Story Elevator Module
Item P	12 x 40 Restroom A
Item Q	12 x 40 Restroom B
Item A-HP	High Performance 24 x 40 Classroom
Item B-HP	High Performance 12 x 40 Module
Item C-HP	High Performance 30 x 32 Classroom
Item D-HP	High Performance 10 x 32 Module
Item E-HP	High Performance 28 x 36 Classroom
Item F-HP	High Performance 14 x 36 Module
Item G-HP	High Performance Two-Story 56 x 36 Classroom
Item H-HP	High Performance Two-Story 14 x 36 Module
Item I-HP	High Performance 12 x 40 Restroom A
Item 95-104, 232-241	Casework
Item 108 & 244	Teaching Wall
Item 109 & 245	Science Work Station
Item 113	Interior Unisex Toilet Room
Item 185	Kitchen

END OF DOCUMENT

DOCUMENT 00 11 16

INVITATION TO BID

1. Notice is hereby given that the governing board ("Board") of the Santa Rita Union School District ("District" or "Owner") will receive sealed bids for the following project, Bid No. 2015-16-1A, Bid Package Contract ("Project" or "Contract"):

   Facility Supply Services Contract, Modular Classroom Buildings and Modular Toilet Room Buildings at Various Sites

2. Sealed Bids will be received until 2 p.m., April 29, 2016, at the District Office, located at 57 Russell Road, Salinas, California, at or after which time the bids will be opened and publicly read aloud. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code. Any bid that is submitted after this time shall be non-responsive and returned to the bidder.

3. The Project consists of:

   Manufacture, Installation, and construction of prefabricated, modular, clear span buildings described in Title 2, Division 2, Chapter 2, Article 5, C.C.R., for purchase thereof including certain furnishings and equipment.

4. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.

5. To bid on this Project, the Bidder is required to possess one or more of the following State of California Contractor Licenses: B

   The Bidder's license(s) must be active and in good standing at the time of the bid opening and must remain so throughout the term of the Contract.

6. As security for its Bid, each bidder shall provide with its Bid form
   - a bid bond issued by an admitted surety insurer on the form provided by the District,
   - cash, or
   - a cashier's check or a certified check, drawn to the order of the Santa Rita School District,

   in the amount of ten percent (10%) of the total bid price. This bid security shall be a guarantee that the Bidder shall, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.

7. The successful Bidder shall be required to furnish a 100 % Performance Bond and a 100% Payment Bond if it is awarded the contract for the Project.

8. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.

9. The successful Bidder and its subcontractors shall pay all workers on the Project 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. Prevailing wage rates are available from the District or on the Internet at: <http://www.dir.ca.gov>.

10. The District and/or the California Department of Industrial Relations will be operating a labor compliance program on this Project pursuant to Labor Code section 1771, et seq.

11. Contract Documents are available on April 6, 2016, for review at the District Facilities Office.

12. Contract Documents are also available for purchase for One Hundred dollars ($ 100) at the District Facilities Office. This fee is refundable if the Contract Documents are returned in clean condition to the District Facilities Office no later than ten (10) calendar days after the date of the bid opening.

13. The District's Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

14. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:

    The sum of the base bid amounts for Buildings A-HP, C-HP and E-HP only.

END OF DOCUMENT

DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

Santa Rita School District ("District") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District.

1. Bids are requested for a furnishing modulars for the following contract ("Contract"):

   MODULAR CLASSROOM BUILDINGS AND MODULAR
   TOILET ROOM BUILDINGS AT VARIOUS SITES

2. District will receive sealed Bids from Bidders as stipulated in the Notice to Bidders.

3. Bidders must submit Bids on the Bid Form and Proposal and all other required District forms. Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.

4. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:

   a. Plans and specifications for modulars.

   b. Bid Bond on the District's form, or other security.

   c. Noncollusion Declaration.

   d. Iran Contracting Act Certification, if contract value is $1,000,000 or more.

5. Bidders must submit with their Bids cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of base Bid, plus all additive alternates ("Bid Bond"). If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.

6. If Bidder to whom Contract is awarded fails or neglects to enter into Contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.

7. Bidders shall submit the Noncollusion Declaration with their Bids. Bids submitted without the Noncollusion Declaration shall be deemed non-responsive and will not be considered.

8. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any Bid containing erasures, deletions, or illegible contents.

9. Bidders shall not modify the Bid Form and Proposal or qualify their Bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.

10. Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction and/or modernization of school building(s) to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended on projects that receive state funding or demonstrate its good faith effort to solicit DVBE participation in this Contract. In order to meet this requirement by demonstrating a good faith effort, Bidder must advertise for DVBE-certified subcontractors and suppliers before submitting its Bid. For any project that is at least partially state-funded, the lowest responsive responsible Bidder awarded the Contract must submit certification of compliance with the procedures for implementation of DVBE contracting goals with its signed Agreement. DVBE Certification Participation Forms are attached. Do not submit these forms with your Bid.

11. Submission of Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of materials and/or thing to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:

    a. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;

    b. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal that it performed prior to bidding. Vendor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost, including all "incidental" costs.

12. All questions about the meaning or intent of the Contract Documents are to be directed in writing to the District. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda emailed, faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents. Questions received less than **SEVEN (7)** calendar days prior to the date for opening Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

13. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.

14. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.

15. All Bids must be sealed, and marked with name and address of the Bidder and the Contract Number, Bid number, Bid package, and time of bid opening. Bids will be received as indicated in the Notice to Bidders.

    a. Mark envelopes with the name of the Project.

b. Bids must be submitted to the **Santa Rita Union School District, 57 Russell Road, Salinas, CA 93906. Attention: Nancy Pfeiffer, CBO,** by date and time shown in the Notice to Bidders.

c. Bids must contain all documents as required herein.

16. Bids will be opened at or after the time indicated for receipt of bids.

17. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.

18. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as non-responsive.

a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.

19. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.

a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.

b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered

c. The protest must refer to the specific portions of all documents that form the basis for the protest.

d. The protest must include the name, address and telephone number of the person representing the protesting party.

e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

20. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations. .

21. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of numerals or figures.

22. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

23. For the original three (3) year term of the Contract and any mutually agreed extensions pursuant to this bid, other school districts, community college districts, California State Universities and other Public Agencies within the State of California, may procure the identical Project item(s) at the same price and upon the same terms and conditions as set forth in the Contract pursuant to Public Contract Code sections 20118 and 20652.

END OF DOCUMENT

ADDITIONAL PUBLIC AGENCY LIST

Those entities able to participate in this contract are not limited to those listed below as per the conditions set forth in the State of California Public Contract Code.

ALAMEDA COUNTY
Office of the Alameda County Superintendent of Schools
Alameda City Unified School District
Albany City Unified School District
Berkeley Unified School District
Castro Valley Unified School District
Dublin Joint Unified School District
Emery Unified School District
Fremont Unified School District
Hayward Unified School District
Livermore Valley Joint Unified School District
Mountain House Elementary School District
New Haven Unified School District
Newark Unified School District
Oakland Unified School District
Piedmont City Unified School District
Pleasanton Unified School District
San Leandro Unified School District
San Lorenzo Unified School District
Sunol Glen Unified School District

ALPINE COUNTY
Office of the Alpine County Superintendent of Schools
Alpine County Unified School District

AMADOR COUNTY
Office of the Amador County Superintendent of Schools
Amador County Unified School District

BUTTE COUNTY
Office of the Butte County Superintendent of Schools
Bangor Union Elementary School District
Biggs Unified School District
Chico Unified School District
Durham Unified School District
Feather Falls Union Elementary School District
Golden Feather Union Elementary School District
Gridley Unified School District
Manzanita Elementary School District
Oroville City Elementary School District
Oroville Union High School District
Palermo Union School District
Paradise Unified School District
Pioneer Union Elementary School District
Thermalito Union School District

CALAVERAS COUNTY
Office of the Calaveras County Superintendent of Schools
Bret Harte Union High School District
Calaveras Unified School District
Mark Twain Union Elementary School District
Vallecito Union Elementary School District

COLUSA COUNTY
Office of the Colusa County Superintendent of Schools
Colusa Unified School District
Maxwell Unified School District
Pierce Joint Unified School District
Williams Unified School District

CONTRA COSTA COUNTY
Office of the Contra Costa County Superintendent of Schools
Acalanes Union High School District
Antioch Unified School District
Brentwood Union School District
Byron Union Elementary School District
Canyon Elementary School District
John Swett Unified School District
Knightsen Elementary School District
Lafayette Elementary School District
Liberty Union High School District
Martinez Unified School District
Moraga Elementary School District
Mt. Diablo Unified School District
Oakley Union Elementary School District
Orinda Union Elementary School District
Pittsburg Unified School District
San Ramon Valley Unified School District
Walnut Creek Elementary School District
West Contra Costa Unified School District

DEL NORTE COUNTY
Office of the Del Norte County Superintendent of Schools
Del Norte County Unified School District

EL DORADO COUNTY

Office of the El Dorado County Superintendent of Schools
Black Oak Mine Unified School District
Buckeye Union Elementary School District
Camino Union Elementary School District
El Dorado Union High School District
Gold Oak Union School District
Gold Trail Union School District
Indian Diggings Elementary School District
Lake Tahoe Unified School District
LaTrobe School District
Mother Lode Union Elementary School District
Pioneer Union Elementary School District
Placerville Union Elementary School District
Pollock Pines Elementary School District
Rescue Union Elementary School District
Silver Fork Elementary School District

FRESNO COUNTY

Office of the Fresno County Superintendent of Schools
Alvina Elementary School District
American Union Elementary School District
Big Creek Elementary School District
Burrel Union Elementary School District
Caruthers Union Elementary School District
Caruthers Union High School District
Central Unified School District
Clay Joint Elementary School District
Clovis Joint Unified School District
Coalinga/Huron Joint Unified School District
Firebaugh-Las Deltas unified School District
Fowler Unified School District
Fresno Unified School District
Golden Plains Unified School District
Kerman Unified School District
Kings Canyon Joint Unified School District
Kingsburg Joint Union Elementary
Kingsburg Elementary Community Charter School District
Kingsburg Joint Union High School District
Laton Joint Unified School District
Mendota Unified School District
Monroe Elementary School District
Orange Center Unified School District
Pacific Union Elementary School District
Parlier Unified School District
Pine Ridge Elementary School District
Raisin City Elementary School District
Riverdale Joint Unified School District
Sanger Unified School District
Selma Unified School District
Sierra Unified School District
Washington Colony Elementary School District
Washington Union High School District
West Fresno Elementary School District
West Park Elementary School District
Westside Elementary School District

GLENN COUNTY

Office of the Glenn County Superintendent of Schools
Capay Joint Union Elementary School District
Hamilton Union Elementary School District
Hamilton Union High School District
Lake Elementary School District
Orland Joint Unified School District
Plaza Elementary School District
Princeton Joint Unified School District
Stony Creek Joint Unified School District
Willows Unified School District

HUMBOLDT COUNTY

Office of the Humboldt County of Superintendent of Schools
Arcata Elementary School District
Big Lagoon Union Elementary School District
Blue Lake Union Elementary School District
Bridgeville Elementary School District
Cuddeback Union Elementary School District
Cutten Elementary School District
Eureka City Schools
Ferndale Unified School District
Fieldbrook Elementary School District
Fortuna Union Elementary School District
Fortuna Union High School District
Freshwater Elementary School District
Garfield Elementary School District
Green Point Elementary School District
Hydesville Elementary School district
Jacoby Creek Elementary School District
Klamath Trinity Joint Unified School District
Kneeland Elementary School District
Loleta Union Elementary School District
Maple Creek Elementary School District
Mattole Unified School District
McKinleyville Union Elementary School District
Northern Humboldt Union High School District
Orick Elementary School District
Pacific Union Elementary School District
Peninsula Union Elementary School District
Rio Del Elementary School District
Rohnerville Elementary School District

Scotia Union Elementary School District
South Bay Union Elementary School District
Southern Humboldt Joint Unified School District
Trinidad Union Elementary School District

IMPERIAL COUNTY

Office of the Imperial County Superintendent of Schools
Brawley Elementary School District
Brawley Union High School District
Calexico Unified School District
Calipatria Unified School District
Central Union High School District
El Centro Elementary School District
Herber Elementary School District
Holtville Unified School District
Imperial Unified School District
Magnolia Union Elementary School District
McCabe Union Elementary School District
Meadows Union Elementary School District
Mulberry Elementary School District
San Pasqual Valley Unified School District
Seeley Union Elementary School District
Westmorland Union Elementary School District

INYO COUNTY

Office of the Inyo County Superintendent of Schools
Big Pine Unified School District
Bishop Union Elementary School District
Bishop Joint Union High School District
Death Valley Unified School District
Lone Pine Unified School District
Owens Valley Unified School District
Round Valley Joint Elementary School District

KERN COUNTY

Office of the Kern County Superintendent of Schools
Arvin Union Elementary School District
Bakersfield City Elementary School District
Beardsley Elementary School District
Belridge Elementary School District
Blake Elementary School District
Buttonwillow Union Elementary School District
Caliente Union Elementary School District
Delano Joint Union High School District
Delano Union Elementary School District
Di Giorgio Elementary School District
Edison Elementary School District
El Tejon Elementary School District
Elk Hills Elementary School District
Fairfax Elementary School district
Fruitvale Elementary School District
General Shafter Elementary School District
Greenfield Union
Kern High School District
Kernville Union Elementary School District
Lakeside Union Elementary School District
Lamont Elementary School District
Linns Valley-Paso Flat Union Elementary School District
Lost Hills Union Elementary School District
Maple Elementary School District
Maricopa Unified School District
McFarland Unified School District
McKittrick Elementary School District
Midway Elementary School District
Mojave Unified School District
Muroc Joint Unified School District
Norris School District
Panama-Buena Vista Union School District
Pond Union Elementary School District
Richland-Lerdo Elementary School District
Rio Bravo-Greeley Union Elementary School District
Rosedale Union Elementary School District
Semtropic Elementary School District
Sierra Sands Unified School District
South Fork Union Elementary School District
Southern Kern Unified School District
Standard Elementary School District
Taft City Elementary School District
Taft Union High School District
Tehachapi Unified School District
Vineland Elementary School District
Wasco Union Elementary School District
Wasco Union High School District

KINGS COUNTY

Office of the Kings County Superintendent of Schools
Armona Union Elementary School District
Central Union Elementary School District
Corcoran Joint Unified School District
Delta View Joint Union Elementary School District
Hanford Elementary School District
Hanford Joint Union High School District
Island Union Elementary School District
Kings River-Hardwick Union Elementary School District
Kit Carson Union School District
Lakeside Union Elementary School District
Lemoore Union Elementary School District
Lemoore Union High School District
Pioneer Union Elementary School District
Reef-Sunset Unified School District

LAKE COUNTY
Office of the Lake County Superintendent of Schools
Kelseyville Unified School District
Konocti Unified School District
Lakeport Unified School District
Lucerne Elementary School District
Middleton Unified School District
Upper Lake Union Elementary School District
Upper Lake Union High School District

LASSEN COUNTY
Office of the Lassen County Superintendent of Schools
Big Valley Joint Unified School District
Fort Sage Unified School District
Janesville Union Elementary School District
Johnstonville Elementary School District
Lassen Union High School District
Ravendale-Termo Elementary School District
Richmond Elementary School District
Shaffer Union School District
Susanville School District
Westwood Unified School District

LOS ANGELES COUNTY
Office of the Los Angeles County Superintendent of Schools
A.B.C. Unified School District
Acton-Agua Dulce Unified School District
Alhambra City Elementary School District
Alhambra City High School District
Antelope Valley Union High School District
Arcadia Unified School District
Azusa Unified School District
Baldwin Park Unified School District
Bassett Unified School District
Bellflower Unified School District
Beverly Hills Unified School District
Bonita Unified School District
Burbank Unified School District
Castaic Union School District
Centinela Valley Union High School District
Charter Oak Unified School district
Claremont Unified School District
Compton Unified School District
Covina-Valley Unified School DistrictCulver City Unified School District
Downey Unified School District
Duarte Unified School District
East Whittier City Elementary School District
Eastside Union School District
El Monte City School District
El Monte Union High School District
El Rancho Unified School District
El Segundo Unified School District
Garvey Elementary School District
Glendora Unified School District
Glendale Unified School District
Gorman Elementary School District
Hacienda La Puente Unified School District
Hawthorne School District
Hermosa Beach City Elementary School District
Hughes-Elizabeth Lakes Union Elementary School District
Inglewood Unified School District
Keppel Union Elementary School District
La Canada Unified School District
Lancaster Elementary School District
Las Virgenes Unified School District
Lawndale Elementary School District
Lennox Elementary School District
Little Lake City Elementary School District
Long Beach Unified School District
Los Angeles Unified School District
Los Nietos Elementary School District
Lowell Joint Elementary School District
Lynwood Unified School District
Manhattan Beach Unified School District
Monrovia Unified School District
Montebello Unified School District
Mountain View Elementary School District
Newhall Elementary School District
Norwalk-La Mirada Unified School District
Palmdale Elementary School District
Palos Verdes Peninsula Unified School District
Paramount Unified School District
Pasadena Unified School District
Pomona Unified School District
Redondo Beach Unified School District
Rosemead Elementary School District
Rowland Unified School District
San Gabriel Unified School District
San Marino Unified School District
Santa Monica-Malibu Unified School District
Saugus Union Elementary School District
South Bay Union High School District
South Pasadena Unified School District
South Whittier Elementary School District
Sulphur Springs Union Elementary School District
Temple City Unified School District
Torrance Unified School District
Valle Lindo Elementary School District
Walnut Valley Unified School District
West Covina Unified School District

Westside Union Elementary School District
Whittier City School District
Whittier Union High School District
William S Hart Union High School District
Wilsona Unified School District
Wiseburn Elementary School District

MADERA COUNTY

Office of the Madera County Superintendent of Schools
Alview-Dairyland Union Elementary School District
Bass Lake Joint Union Elementary School District
Chawanakee Joint Elementary School District
Chowchilla Union Elementary School District
Chowchilla Union High School Distrcit
Coarsegold Union Elementary School District
Madera Unified School District
Minarets Joint Union High School District
Raymond-Knowles Union Elementary School District
Yosemite Union High School District

MARIN COUNTY

Office of the Marin County Superintendent of Schools
Bolinas-Stinson Union Elementary School District
Dixie Elementary School District
Kentfield Elementary School District
Laguna Joint Elementary School District
Lagunitas Elementary School District
Larkspur Elementary School District
Lincoln Elementary School District
Mill Valley Elementary School District
Nicasio Elementary School District
Navato Unified School District
Reed Union Elementary School District
Ross Elementary School District
Ross Valley School District
San Rafael City Elementary School District
San Rafael City High School District
Sausalito Elementary School District
Shoreline Unified School District
Tamalpias Union High School District
Union Joint Elementary School District

MARIPOSA COUNTY

Office of the Mariposa County Superintendent of Schools
Mariposa County Unified School District

MENDOCINO COUNTY

Office of the Mendocino County Superintendent of Schools
Anderson Valley Unified School District
Arena Union Elementary School District
Fort Bragg Unified School District
Laytonville Unified School District
Leggett Valley Unified School District
Manchester Union Elementary School District
Mendocino Unified School District
Point Arena Joint Union High School District
Potter Valley Community Unified School District
Round Valley Unified School District
Ukiah Unified School District
Willits Unified School District

MERCED COUNTY

Office of the Merced County Superintendent of Schools
Atwater Elementary School District
Ballico-Cressey Elementary School District
Delhi Unified School District
Dos Palos Oro-Loma Joint Unified School District
El Nido Elementary School District
Gustine Unified School District
Hilmar Unified School District
Le Grand Union Elementary School District
Le Grand Union High School District
Livingston Union School District
Los Banos Unified School District
McSwain Union Elementary School District
Merced City Elementary School District
Merced River Union Elementary School District
Merced union School District
Plainsburg Elementary School District
Planada Elementary School District
Snelling-Merced Falls Union Elementary School District
Weaver Union Elementary School District
Winton Elementary School District

MODOC COUNTY

Office of the Modoc County Superintendent of Schools
Modoc Joint Unified School District
Surprise Valley Joint Unified School District
Tulelake Basin Joint Unified School District

MONO COUNTY

Office of the Mono County Superintendent of Schools
Eastern Sierra Unified School District
Mammoth Unified School District

MONTEREY COUNTY

Office of the Monterey County Superintendent of Schools
Alisal Union Elementary School District
Bradley Union Elementary School District
Carmel Unified School District
Chualar Union Elementary School District
Gonzales Unified School District
Graves Elementary School District
Greenfield Union Elementary School District
King City Joint Union High School District
King City Union Elementary School District
Lagunita Elementary School District
Mission Union Elementary School District
Monterey Peninsula Unified School District
North Monterey County Unified School District
Pacific Grove Unified School district
Pacific Unified School District
Salinas City Elementary School District
Salinas Union High School District
San Antonio Union Elementary School District
San Ardo Union Elementary School District
San Lucas Union Elementary School district
Santa Rita Union School District
Soledad Unified School District
Spreckles Union Elementary School district
Washington Union Elementary School District

NAPA COUNTY

Office of the Napa County Superintendent of Schools
Calistoga Joint Unified School District
Howell Mountain Elementary School District
Napa Valley unified School District
Pope Valley Union School District
St. Helena unified School District

NEVADA COUNTY

Office of the Nevada County Superintendent of Schools
Chicago Park Elementary School District
Clear Creek Elementary School District
Grass Valley Elementary School District
Nevada City School District
Nevada Joint Union High School District
Pleasant Ridge Union Elementary School District
Pleasant Valley Elementary School District
Ready Springs Union School district
Twin Ridges Elementary School District
Union Hill Elementary School District

ORANGE COUNTY

Office of the Orange County Superintendent of Schools
Anaheim Union High School District
Brea-Olinda Unified School District
Buena Park Elementary School District
Capistrano Unified School District
Centralia Elementary School District
Cypress Elementary School District
Fountain Valley Elementary School District
Fullerton Elementary School District
Fullerton Joint Union High School District
Garden Grove Unified School District
Huntington Beach City Elementary School District
Huntington Beach Union High School District
Irvine Unified School District
La Habra City Elementary School District
Laguna Beach Unified School District
Los Alamitos unified School District
Magnolia Elementary School District
Newport-Mesa Unified School District
Orange Unified School District
Orange View Elementary School District
Placentia – Yorba Linda Unified School District
Saddleback Valley Unified School District
Santa Ana Unified School District
Savanna Elementary School District
Tustin Unified School District
Westminster Elementary School District

PLACER COUNTY

Office of the Placer County Superintendent of Schools
Ackerman Elementary School District
Alta-Dutch Flat Union Elementary School District
Auburn Union Elementary School District
Colfax Elementary School District
Dry Creek Joint Elementary School District
Emigrant Gap Elementary School District
Eureka Union Elementary School District
Foresthill Union Elementary School District
Loomis Union Elementary School District
Newcastle Elementary School District
Ophir Elementary School District
Penryn Elementary School District
Placer Hills Union Elementary School District
Placer Union High School District
Rocklin Unified School District
Roseville City Elementary School District
Roseville Joint Union School District
Tahoe-Truckee Unified School District
Western Placer Unified School District

PLUMAS COUNTY

Office of the Plumas County Superintendent of Schools
Plumas Unified School District

RIVERSIDE COUNTY

Office of the Riverside County Superintendent of Schools
Alvord Unified School District
Banning Unified School District
Beaumont Unified School District
Coachella Valley Unified School District
Corona-Norco Unified School District
Desert Center Unified School District
Desert Sands Unified School District
Hemet Unified School District
Jurupa Unified School District
Lake Elsinore Unified School District
Menifee Union Elementary School District
Moreno Valley Unified School District
Murrieta Valley Unified School District
Nuview Union School District
Palm Springs Unified School District
Palo Verde Unified School District
Perris Elementary School District
Perris Union High School District
Riverside Unified School District
Romoland Elementary School District
San Jacinto Unified School District
Temecula Valley Unified School District
Val Verde Unified School District

SACRAMENTO COUNTY

Office of the Sacramento County Superintendent of Schools
Arcohe Union Elementary School District
Center Unified School District
Elk Grove Unified School District
Elverta Joint Elementary School District
Folsom-Cordova Unified School District
Galt Joint Union Elementary School District
Grant Joint Union High School District
Natomas Union Elementary School District
River Delta Unified School District
Robla Elementary School District
Sacramento City Unified School District
San Juan Unified School District
Twin Rivers Unified School District

SAN BENITO COUNTY

Office of the San Benito County Superintendent of Schools
Aromas-San Juan Unified School District
Bitterwater-Tully Union Elementary School District
Cienega Union Elementary School District
Hollister Elementary School District
Jefferson Elementary School District
North County Joint Union Elementary School District
Panoche Elementary School District
San Benito High School District
Southside Elementary School District
Tres Pinos Union Elementary School District
Willow Grove Union Elementary School District

SAN BERNARDINO COUNTY

Office of the San Bernardino County Superintendent of Schools
Adelanto Elementary School District
Alta Loma Elementary School District
Apple Valley Unified School District
Baker Valley Unified School District
Barstow Unified School District
Bear Valley Unified School District
Central Elementary School District
Chaffey Joint Unified School District
Chino Valley Unified School District
Colton Joint Unified School District
Cucamonga Elementary School District
Etiwanda Elementary School District
Fontana Unified School District
Helendale School District
Hesperia Unified School District
Lucerne Valley Unified School District
Morongo Unified School District
Mt. Baldy Joint Elementary School District
Mountain View Elementary School District
Needles unified School District
Ontario-Montclair Elementary School District
Oro Grande Elementary School District
Redlands unified School District
Rialto Unified School District
Rim of the World Unified School District
San Bernardino City Unified School District
Silver Valley Unified School District
Snowline Joint Unified School District
Trona Joint Unified School District
Upland Unified School District
Victor Elementary School District
Victor Valley Union High School District
Yucaipa-Calimesa Joint Unified School District

SAN DIEGO COUNTY

Office of the San Diego County Superintendent of Schools
Alpine Union School District
Bonsall Union Elementary School District
Borrego Springs Unified School District
Cajon Valley Union Elementary School District
Cardiff Elementary School District
Carlsbad Unified School District
Chula Vista Elementary School District
Coronado Unified School District
Dehesa School District
Del Mar Union School District
Encinitas Union Elementary School District
Escondido Union Elementary School District
Escondido Union High School District
Fallbrook Union Elementary School District
Fallbrook Union High School District
Grossmont Union High School District
Jamul-Dulzura Union Elementary School District
Julian Union Elementary School District
Julian Union High School District
La Mesa-Spring Valley School District
Lakeside Union Elementary School District
Lemon Grove Elementary School District
Mountain Empire Unified School District
National School District
Oceanside Unified School District
Pauma Elementary School District
Poway Unified School District
Ramona Unified School District
Rancho Santa Fe Elementary School District
San Diego City Unified School District
San Dieguito Union High School District
San Marcos Unified School District
San Pasqual Union School District
San Ysidro Elementary School District
Santee Elementary School District
Solana Beach Elementary School District
South Bay Union Elementary School District
Spencer Valley Elementary School District
Sweetwater Union High School District
Vallecitos School District
Valley Center Union Elementary School District
Vista Unified School District
Warner Unified School District

SAN FRANCISCO COUNTY

Office of the San Francisco County Superintendent of Schools
San Francisco Unified School District

SAN JOAQUIN COUNTY

Office of the San Joaquin County Superintendent of Schools
Banta Elementary School District
Delta Island Union Elementary School District
Escalon Unified School District
Holt Union Elementary School District
Jefferson Elementary School District
Lammersville Elementary School District
Lincoln Unified School District
Linden Unified School District
Manteca Unified School District
New Hope Elementary School District
New Jerusalem Elementary School District
Oak View Elementary School District
Ripon Unified School District
Stockton Unified School District
Tracy Joint Unified School District

SAN LUIS OBISPO COUNTY

Office of the San Luis Obispo County Superintendent of Schools
Atascadero unified School District
Cayucos Elementary School District
Coast Unified School District
Lucia Mar Unified School District
Paso Robles Joint Unified School District
Pleasant Valley Joint Union Elementary School District
San Luis Coastal Unified School District
San Miguel Joint Union Elementary School District
Shandon Joint Unified School District
Templeton Unified School District

SAN MATEO COUNTY

Office of the San Mateo County Superintendent of Schools
Bayshore Elementary School District
Belmont-Redwood Shores School District
Brisbane Elementary School District
Burlingame Elementary School District
Cabrillo Unified School District
Hillsborough City School District
Jefferson Elementary School District
Jefferson Union High School District
Laguna Salada Union Elementary School District
La Honda-Pescadero Unified school District
Las Lomitas Elementary School District
Menlo Park City Elementary School District
Millbrae Elementary School District
Portola Valley Elementary School District
Ravenswood City Elementary School District

Redwood City Elementary School District
San Bruno Park Elementary School District
San Carlos Elementary School District
San Mateo Union High School District
Sequoia Union High School District
South San Francisco Unified School District
Woodside Elementary School District

SANTA BARBARA COUNTY

Office of the Santa Barbara County Superintendent of Schools
Ballard Elementary School District
Blochman Union Elementary School District
Buellton Union Elementary School District
Carpinteria Unified School District
Casmalia Elementary School District
Cold Springs Elementary School District
College Elementary School District
Cuyama Joint Unified School District
Goleta Union Elementary School District
Guadelupe Union Elementary School District
Hope Elementary School District
Lompoc Unified School District
Los Alamos Elementary School District
Los Olivos Elementary School District
Montecito Union Elementary School District
Orcutt Union Elementary School District
Santa Barbara Elementary School District
Santa Barbara High School District
Santa Maria-Bonita School District
Santa Maria Joint Union High School District
Santa Ynez Valley Union High School District
Solvang Elementary School District
Vista Del Mar Union Elementary School District

SANTA CLARA COUNTY

Office of the Santa Clara County Superintendent of Schools
Alum Rock Union Elementary School District
Berryessa Union Elementary School District
Cambrian Elementary School District
Campbell Union Elementary School District
Campbell Union High School District
Cupertino Union School District
East Side Union High School District
Evergreen Elementary School District
Franklin-McKinley Elementary School District
Fremont Union High School District
Gilroy Unified School District
Lakeside Joint Unified School District
Loma Prieta Joint Union Elementary School District
Los Altos Elementary School District
Los Gatos-Saratoga Joint Unified School District
Los Gatos Union Elementary School District
Luther Burbank School District
Milpitas Unified School District
Montebello Elementary School District
Moreland Elementary School District
Morgan Hill Unified School District
Mt. Pleasant Elementary School District
Mountain View Elementary School District
Mountain View – Los Altos Union High School District
Oak Grove Elementary School District
Orchard School District
Palo Alto Unified School District
San Jose Unified School District
Santa Clara Unified School District
Saratoga Union Elementary School District
Sunnyvale Elementary School District
Union Elementary School District
Whisman Elementary School District

SANTA CRUZ COUNTY

Office of the Santa Cruz County Superintendent of Schools
Bonny Doon Union Elementary School District
Happy Valley Elementary School District
Live Oak Elementary School District
Mountain Elementary School District
Pacific Elementary School District
Pajaro Valley Unified School District
San Lorenzo Valley Unified School District
Santa Cruz City Elementary School District
Santa Cruz City High School District
Scotts Valley Unified School District
Soquel Union Elementary School District

SHASTA COUNTY

Office of the Shasta County Superintendent of Schools
Anderson Union High School District
Bella Vista Elementary School District
Black Butte Union Elementary School District
Cascade Union Elementary School District
Castle Rock union Elementary School District
Columbia Elementary School District
Cottonwood Union Elementary School District
Enterprise Elementary School district
Fall River Joint Union School District
French Gulch – Whiskeytown Elementary School District
Gateway Unified School District
Grant Elementary School District

Happy Valley Union Elementary School District
Igo, Ono, Platina Union Elementary School District
Indian Springs Elementary School District
Junction Elementary School District
Millville Elementary School District
Mountain Union Elementary School District
North Cow Creek Elementary School District
Oak Run Elementary School District
Pacheco Union Elementary School District
Redding Elementary School District
Shasta Union Elementary School District
Shasta Union High School District
Whitmore Union Elementary School District

SIERRA COUNTY

Office of the Sierra County Superintendent of Schools
Sierra-Plumas Joint Unified School District

SISKIYOU COUNTY

Office of the Siskiyou County Superintendent of Schools
Big Springs Union Elementary School District
Bogus Elementary School District
Butte Valley Unified School District
Butteville Union Elementary School District
Delphic Elementary School District
Dunsmuir Elementary School District
Dunsmuir Joint Union High School District
Etna Union Elementary School District
Etna Union High School District
Forks of Salmon Elementary School District
Fort Jones Union Elementary School District
Gazelle Union Elementary School District
Grenada Elementary School District
Happy Camp Union Elementary School District
Hornbrook Elementary School District
Junction Elementary School District
Klamath River Union Elementary School District
Little Shasta Elementary School District
McCloud Union Elementary School District
Montaque Elementary School District
Mt Shasta Union School District
Quartz Valley Elementary School District
Sawyers Bar Elementary School District
Seiad Elementary School District
Siskiyou Union High School District
Weed Union Elementary School District
Willow Creek Elementary School District
Yreka Union Elementary School District
Yreka Union High School District

SOLANO COUNTY

Office of the Solano County Superintendent of Schools
Benicia Unified School District
Dixon Unified School District
Fairfield-Suisun Unified School District
Travis Unified School District
Vacaville Unified School District
Vallejo City Unified School District

SONOMA COUNTY

Office of the Sonoma County Superintendent of Schools
Alexander Valley Union Elementary School District
Bellevue Union Elementary School District
Bennett Valley Union Elementary School District
Cinnabar Elementary School District
Cloverdale Unified School District
Cotati-Rohnert Park Unified School District
Dunham Elementary School District
Forestville Union Elementary School District
Fort Ross Elementary School District
Geyersville Unified School District
Gravenstein Union Elementary School District
Guerneville Elementary School District
Harmony Union School District
Healdsburg Unified School District
Horicon Elementary School District
Kashia Elementary School District
Kenwood Elementary School District
Liberty Elementary School District
Mark West Union School District
Monte Rio Union Elementary School District
Montgomery Elementary School District
Oak Grove Union Elementary School District
Old Adobe Union Elementary School District
Petaluma City Elementary School District
Petaluma Joint Union High School District
Piner-Olivet Union Elementary School District
Rincon Valley union Elementary School District
Roseland Elementary School District
Santa Rosa Elementary School District (City of)
Santa Rosa High School District (City of)
Sebastopol Union Elementary School District
Sonoma Valley unified School District
Twin Hills Union Elementary School District
Two Rock Union Elementary School District
Waugh Elementary School District
West Side Union School District
West Sonoma County Union High School District
Wilmar Union Elementary School District
Windsor School District

Wright Elementary School District

STANISLAUS COUNTY

Office of the Stanislaus County Superintendent of Schools
Ceres Unified school District
Chatom Union Elementary School District
Denair Unified School District
Empire Union School district
Gratton Elementary School District
Hart-Ransom Union Elementary School District
Hickman Elementary School District
Hughson Unified School District
Keyes Union School District
Knights Ferry Elementary School District
La Grange Elementary School District
Modesto City Elementary School District
Modesto City High School District
Newman-Crows Landing Unified School District
Oakdale Joint Unified School District
Paradise Elementary School District
Patterson Joint Unified School District
Riverbank Unified School District
Roberts Ferry Union Elementary School District
Salida Union School District
Shiloh Elementary School District
Stanislaus Union Elementary School District
Sylvan union Elementary School District
Turlock Unified School District
Valley Home Joint Elementary School District
Waterford Elementary School District

SUTTER COUNTY

Office of the Sutter County Superintendent of Schools
Brittan Elementary School District
Browns Elementary School District
East Nicolaus Joint Union High School District
Franklin Elementary School District
Live Oak Unified School District
Marcum-Illinois Union Elementary School District
Meridian Elementary School District
Nuestro Elementary School District
Pleasant Grove Joint Union Elementary School District
Sutter Union High School District
Winship Elementary School District
Yuba City Unified School District

TEHAMA COUNTY

Office of the Tehama County Superintendent of Schools
Antelope Elementary School District
Bend Elementary School District
Corning Union Elementary School District
Corning Union High School District
Elkins Elementary School District
Evergreen Union Elementary School District
Flournoy Union Elementary School District
Gerber Union Elementary School District
Kirkwood Elementary School District
Lassen View Union Elementary School District
Los Molinos Unified School District
Manton Joint Union School District
Mineral Elementary School District
Plum Valley Elementary School District
Red Bluff Union Elementary School District
Red Bluff Joint Union High School District
Reeds Creek Elementary School District
Richfield Elementary School District

TRINITY COUNTY

Office of the Trinity County Superintendent of Schools
Burnt Ranch Elementary School District
Coffee Creek Elementary School District
Cox Bar Elementary School District
Douglas City Elementary School District
Junction City Elementary School District
Lewiston Elementary School District
Mountain Valley Unified School District
Southern Trinity Joint Unified School District
Trinity Center Elementary School District
Trinity Union High School District
Weaverville Elementary School District

TULARE COUNTY

Office of the Tulare County Superintendent of Schools
Allensworth Elementary School District
Alpaugh Unified School District
Alta Vista Elementary School District
Buena Vista Elementary School District
Burton School District
Citrus South Tule Elementary School District
Columbine Elementary School District
Cutler-Orosi Unified School District
Dinuba Unified School District
Ducor Union Elementary School District
Earlimart Elementary School District
Exeter Union Elementary School District
Exeter Union High School District
Farmersville Unified School District
Hope Elementary School District

Hot Springs Elementary School District
Kings River Union Elementary School District
Liberty Elementary School District
Lindsay Unified School District
Monson-Sultana Joint Union High School District
Oak Valley Union Elementary School District
Outside Creek Elementary School District
Palo Verde Union Elementary School District
Pixley Union Elementary School District
Pleasant View Elementary School District
Porterville Unified School District
Richgrove Elementary School District
Rockford Elementary School District
Saucelito Elementary School District
Sequoia Union Elementary School District
Springville Union Elementary School District
Stone Corral Elementary School District
Strathmore Union Elementary School District
Strathmore Union High School District
Sundale Union Elementary School District
Sunnyside Union Elementary School District
Terra Bella Union Elementary School District
Three Rivers Union Elementary School District
Tipton Elementary School District
Traver Joint Elementary School District
Tulare City Elementary School District
Tulare Joint Union High School District
Visalia Unified School District
Waukena Joint Union Elementary School District
Woodlake Union Elementary School District
Woodlake Union High School District
Woodville Elementary School District

TUOLUMNE COUNTY

Office of the Tuolumne County Superintendent of Schools
Belleview Elementary School District
Big Oak Flat-Groveland Unified School District
Chinese Camp Elementary School District
Columbia Union School District
Curtis Creek Elementary School District
Jamestown Elementary School District
Sonora School District
Sonora Union High School District
Soulsbyville Elementary School District
Summerville Union High School District
Twain Harte-Long Barn Union School District

VENTURA COUNTY

Office of the Ventura County Superintendent of Schools
Briggs Elementary School District
Conejo Valley Unified School District
Fillmore Unified School District
Hueneme Elementary School District
Mesa Union Elementary School District
Moorpark Unified School District
Mupu Elementary School District
Oak Park Unified School District
Ocean View Elementary School District
Ojai Unified School District
Oxnard Union High School District
Pleasant Valley School District
Rio Elementary School District
Santa Clara Elementary School District
Santa Paula Elementary School District
Santa Paula Union High School District
Simi Valley Unified School District
Somis Union Elementary School District
Ventura Unified School District

YOLO COUNTY

Office of the Yolo County Superintendent of Schools
Davis Joint Unified School District
Esparto Unified School District
Washington Unified School District
Winters Joint Unified School District
Woodland Joint Unified School District

YUBA COUNTY

Office of the Yuba County Superintendent of Schools
Camptonville Elementary School District
Marysville Joint Unified School District
Plumas Elementary School District
Wheatland Elementary School District
Wheatland Union High School District

CALIFORNIA STATE UNIVERSITIES

California State University, Bakersfield
California State University, Chico
California State University, Dominguez Hills
California State University, Fresno
California State University, Fullerton
California State University, Hayward
Humboldt State University
California State University, Long Beach
California State University, Los Angeles
California Maritime Academy
California State University, Monterey Bay
California State University, Northridge
California State Polytechnic University, Pomona
California State University, Sacramento
California State University, San Bernardino
San Diego State University

San Francisco State University
San Jose State University
California Polytechnic State University, San Luis Obispo
California State University, San Marcos
Sonoma State University
California State University, Stanislaus

CALIFORNIA COMMUNITY COLLEGES
Allan Hancock Joint Community College
Antelope Valley Community College
Barstow Community College
Butte Community College
Cabrillo Community College
Cerritos Community College
Chabot-Las Positas Community College
Chaffey Community College
Citrus Community College
City College of San Francisco
Coast Community College
College of Marin
College of the Sequoias
Compton Community College
Contra Costa Community College
Desert Community College
El Camino Community College
Feather River Community College
Foothill-De Anza Community College
Fremont-Newark Community College
Gavilan Joint Community College
Glendale Community College
Grossmont-Coyamaca Community College
Hartnell Community College
Imperial Community College
Kern Community College
Lake Tahoe Community College
Lassen Community College
Long Beach Community College
Los Angeles Community College
Los Rios Community College
Mt. San Antonio Community College
Mt. San Jacinto Community College
Mendocino-Lake Community College
Merced Community College
Miracosta Community College
Monterey Peninsula Community College
Napa Valley Community College
North Orange County Community College
Palo Verde Community College
Palomar College
Pasadena Area Community College
Peralta Community College
Rancho Santiago Community College
Redwoods Community College
Rio Hondo Community College
Riverside Community College
Saddeback Community College
San Bernardino Community College District
San Diego Community College
San Francisco Community College
San Jose/Evergreen Community College
San Joaquin Delta Community College
San Luis Obispo County Community College
San Mateo County Community College
Santa Barbara Community College
Santa Clarita Community College
Santa Monica Community College
Shasta-Tehama-Trinity Joint Community College
Sierra Joint Community College
Siskiyou Joint Community College
Solano County Community College
Sonoma County Community College
Southwestern Community College
State Center Community College
Ventura County Community College
Victor Valley Community College
West Hills Community College
West Valley-Mission Community College
Yosemite Community College
Yuba Community College

NOTE: Modifications may be required for specific regional locations and or/public agencies.

These items may include but not limited to: wind loading, heating, ventilating, cooling, roof loading, and applicable code requirements regarding public agencies.

END OF DOCUMENT

DOCUMENT 00 41 13
BID FORM AND PROPOSAL

Santa Rita School District ("District")

From: American Modular Systems, Inc.
(Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 1A.

CONTRACT: $568,360.00 * Five hundred sixty eight thousand three hundred sixty *

("Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

Complete pages 1-4, American Modular Systems Contract Bid No. 1A and Unit price summary matrix item numbers 13-272.

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

1. The undersigned has reviewed the Contract Documents and fully understands the scope required in this Proposal and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

2. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the District before bid date to verify the issuance of any clarifying Addenda.

3. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.

4. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

5. The following documents are attached hereto:

   - Plans and specifications for proposed modulars
   - Bid Bond on the District's form or other security
   - Noncollusion Declaration
   - Iran Contracting Act Certification

   - Receipt and acceptance of the following addenda is hereby acknowledged:

No. NONE Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

6. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

7. The Bidder agrees that the awarded contract will be a "piggyback" contract that will be renewed for the next three (3) years through April 30, 2019.

8. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

9. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 28th day of April 20 16

Name of Bidder American Modular Systems, Inc.

Type of Organization Corporation

Signed by _____

Title of Signer President

Address of Bidder 787 Spreckels Ave, Manteca, CA 95336

Taxpayer's Identification No. of Bidder 88-0231944

Telephone Number (209) 825-1921

Fax Number (209) 825-7018

E-mail dan.s@americanmodular.com Web page americanmodular.com

Contractor's License No(s): No.: 661154 Class: B Expiration Date: 12-31-16

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000000689

If Bidder is a corporation, affix corporate seal.

Name of Corporation: American Modular Systems, Inc

President: Daniel Sarich

Secretary: Belinda Sarich

Treasurer: "

Manager: —

END OF DOCUMENT

FACILITES SUPPLY CONTRACT - BID No.
SANTA RITA UNION SCHOOL DISTRICT
BID MATRIX

	ITEM	A 24x40 Classroom	B 36X40 Classroom	C 48X40 Classroom	D 12X40 Module	E 30X32 Classroom	F 10X32 Module	G 24X60 Classroom	H 12X60 Module
1	BASE BID PRICE	$66,860.00	$99,280.00	$130,240.00	$32,420.00	$72,060.00	$24,020.00	$100,210.00	$50,010.00
2	CONCRETE FOUNDATION - BELOW GRA	$22,790.00	$34,180.00	$45,570.00	$11,390.00	$25,630.00	$8,540.00	$36,340.00	$18,230.00
3	100 LB FOUNDATION SYSTEM	$2,440.00	$3,660.00	$4,880.00	$1,220.00	$2,640.00	$880.00	$3,660.00	$1,830.00
4	150 LB FOUNDATION SYSTEM	$2,880.00	$4,320.00	$5,760.00	$1,440.00	$3,100.00	$1,030.00	$4,320.00	$2,160.00
5	65 LB STIFFENED FLOOR	$2,440.00	$3,660.00	$4,880.00	$1,220.00	$2,660.00	$890.00	$3,660.00	$1,830.00
6	100 LB STIFFENED FLOOR	$2,760.00	$4,140.00	$5,520.00	$1,380.00	$2,990.00	$990.00	$4,140.00	$2,070.00
7	150 LB STIFFENED FLOOR	$3,020.00	$4,530.00	$6,040.00	$1,510.00	$3,220.00	$1,080.00	$4,530.00	$2,265.00
8	9' CEILING - FLAT ROOF	$3,640.00	$5,460.00	$7,280.00	$1,820.00	$4,020.00	$1,340.00	$5,460.00	$2,730.00
9	10" CEILINGS AND/OR VAULTED	$9,660.00	$14,490.00	$19,320.00	$4,830.00	$11,390.00	$3,870.00	$14,520.00	$7,290.00
10	60 LB SNOWLOAD	$12,390.00	$18,580.00	$24,780.00	$6,240.00	$13,460.00	$4,490.00	N/A	N/A
11	150 LB SNOWLOAD	$28,640.00	$42,960.00	$57,280.00	$14,320.00	$34,180.00	$11,400.00	N/A	N/A
12	LIGHTWEIGHT CONCRETE FLOOR	$12,560.00	$18,250.00	$25,000.00	$6,250.00	$13,540.00	$4,510.00	$19,580.00	$9,760.00

FACILITES SUPPLY CONTRACT - BID No.
SANTA RITA UNION SCHOOL DISTRICT
BID MATRIX

	ITEM	I Steep Pitch 24x40 Classroom	J Steep Pitch 12x40 Module	K Steep Pitch 30x32 Classroom	L Steep Pitch 10x32 Module	M 2-Story Bldg 48X40 Classroom	N 2-Story Bldg 12X40 Module	O 2-Story Elevator Module	P Restroom-A 12x40 Module	Q Restroom-B 12x40 Module
1	BASE BID PRICE	$88,260.00	$44,130.00	$94,080.00	$31,460.00	$844,800.00	$211,200.00	$188,820.00	$78,460.00	$82,940.00
2	CONCRETE FOUNDATION - BELOW GRA	$22,790.00	$11,390.00	$25,630.00	$8,540.00	$46,080.00	$13,620.00	$18,960.00	$11,820.00	$11,820.00
3	100 LB FOUNDATION SYSTEM	$2,440.00	$1,220.00	$2,640.00	$880.00	$46,080.00	$13,620.00	N/A	$1,920.00	$1,920.00
4	150 LB FOUNDATION SYSTEM	$2,880.00	$1,440.00	$3,100.00	$1,030.00	$48,280.00	$13,940.00	N/A	$2,170.00	$2,170.00
5	65 LB STIFFENED FLOOR	$2,440.00	$1,220.00	$2,640.00	$880.00	Incl	Incl	N/A	$1,220.00	$1,220.00
6	100 LB STIFFENED FLOOR	$2,760.00	$1,380.00	$2,990.00	$990.00	Incl	Incl	N/A	$1,380.00	$1,380.00
7	150 LB STIFFENED FLOOR	$3,020.00	$1,510.00	$3,220.00	$1,080.00	$12,800.00	$3,200.00	N/A	$1,510.00	$1,510.00
8	9' CEILING - FLAT ROOF	$3,640.00	$1,820.00	$4,020.00	$1,340.00	$12,960.00	$3,240.00	N/A	$3,240.00	$3,240.00
9	10" CEILINGS AND/OR VAULTED	$9,660.00	$4,830.00	$11,390.00	$3,870.00	$16,960.00	$4,240.00	N/A	$4,830.00	$4,830.00
10	60 LB SNOWLOAD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$12,300.00	$13,300.00
11	150 LB SNOWLOAD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$16,400.00	$16,400.00
12	LIGHTWEIGHT CONCRETE FLOOR	$12,560.00	$6,250.00	$13,540.00	$4,510.00	$50,800.00	$12,600.00	N/A	$6,250.00	$6,250.00

FACILITES SUPPLY CONTRACT - BID No.
SANTA RITA UNION SCHOOL DISTRICT
BID MATRIX

	ITEM	A-HP 24x40 Classroom	B-HP 12X40 Module	C-HP 30X32 Classroom	D-HP 10X32 Module	E-HP 28X36 Classroom	F-HP 14X36 Module	G-HP 2-Story Bldg 48X40 Classroom	H-HP 2-Story Bldg 12X40 Module	I-HP Restroom-A 12x40 Module
1	BASE BID PRICE	$184,860.00	$90,890.00	$189,100.00	$62,820.00	$194,400.00	$95,200.00	$1,104,200.00	$272,020.00	$174,300.00
2	CONCRETE FOUNDATION - BELOW GRA	$22,790.00	$11,390.00	$25,630.00	$8,540.00	$23,680.00	$11,840.00	$46,080.00	$13,620.00	$11,820.00
3	100 LB FOUNDATION SYSTEM	$2,440.00	$1,220.00	$2,640.00	$880.00	$2,480.00	$1,240.00	$46,080.00	$13,620.00	$1,920.00
4	150 LB FOUNDATION SYSTEM	$2,880.00	$1,440.00	$3,100.00	$1,030.00	$2,960.00	$1,480.00	$48,280.00	$13,940.00	$2,170.00
5	65 LB STIFFENED FLOOR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6	100 LB STIFFENED FLOOR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
7	150 LB STIFFENED FLOOR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8	9' CEILING - FLAT ROOF	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
9	10" CEILINGS AND/OR VAULTED	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
10	60 LB SNOWLOAD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11	150 LB SNOWLOAD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
12	LIGHTWEIGHT CONCRETE FLOOR	INCL.	INCL.	INCL.	INCL.	INCL.	INCL.	INCL.	INCL.	INCL.

FACILITES SUPPLY CONTRACT - BID No.
SANTA RITA UNION SCHOOL DISTRICT
BID MATRIX

	ITEM	I-HP Restroom-A 12x40 Module	J-HP Restroom-B 12x40 Module	K-HP Restroom-A 14x36 Module	L-HP Restroom-B 14x36 Module	M-HP 2-Story Bldg 56x36 Classroom	N-HP 2-Story Bldg 14x36 Module
1	BASE BID PRICE	$174,300.00	$182,600.00	$180,100.00	$187,820.00	$1,132,600.00	$282,600.00
2	CONCRETE FOUNDATION - BELOW GRA	$11,820.00	$11,820.00	$12,340.00	$12,340.00	$48,080.00	$13,620.00
3	100 LB FOUNDATION SYSTEM	$1,920.00	$1,920.00	$2,340.00	$2,340.00	$48,080.00	$13,620.00
4	150 LB FOUNDATION SYSTEM	$2,170.00	$2,170.00	$2,680.00	$2,680.00	$50,800.00	$13,880.00
5	65 LB STIFFENED FLOOR	N/A	N/A	N/A	N/A	N/A	N/A
6	100 LB STIFFENED FLOOR	N/A	N/A	N/A	N/A	N/A	N/A
7	150 LB STIFFENED FLOOR	N/A	N/A	N/A	N/A	N/A	N/A
8	9' CEILING - FLAT ROOF	N/A	N/A	N/A	N/A	N/A	N/A
9	10" CEILINGS AND/OR VAULTED	N/A	N/A	N/A	N/A	N/A	N/A
10	60 LB SNOWLOAD	N/A	N/A	N/A	N/A	N/A	N/A
11	150 LB SNOWLOAD	N/A	N/A	N/A	N/A	N/A	N/A
12	LIGHTWEIGHT CONCRETE FLOOR	INCL.	INCL.	INCL.	INCL.	INCL.	INCL.

SANTA RITA UNION SCHOOL DISTRICT
BID MATRIX
UNIT PRICE SUMMARY

ITEM	ADDITIVES	UNIT	PRICE
	BUILDING ENVELOPE		
13	Additional metal ramp and landing, with handrails	ea	$2,800.00
14	Zero clearance ramp in lieu of standard ramp	ea	$3,240.00
15	Cost per linear foot to extend metal ramp or landing and handrails	lf	$420.00
16	Colored/painted metal roof deck in lieu of galvanized	sf	$6.60
17	Built-up roof-3-GNC	sf	$5.80
18	Composition shingle roofing in lieu of metal roofing	sf	$3.60
19	Add 60 mil single-ply roofing in lieu of metal roofing	sf	$7.20
20	Add 80 mil single-ply roofing in lieu of metal roofing	sf	$8.40
21	Parapet - 6"- 18" height	lf	$390.00
22	Mansard - Metal	lf	$480.00
23	Mansard - Wood	lf	$530.00
24	Provide 3:12 slope roof w/colored metal in lieu of 1/4:12 slope roof	sf	$65.00
25	Provide 4:12 slope roof w/colored metal in lieu of 1/4:12 slope roof	sf	$75.00
26	Add one steep pitch two (2') foot side overhangs (units I, J, K, and L)	sf	$320.00
27	Side awning	sf	$140.00
28	Exterior stucco finish; Conventional 3-part	sf	$15.80
29	Hybrid stucco system - in plant - 3-part	sf	$11.10
30	Synthetic stucco finish - in plant	sf	$10.40
31	2" wide stucco reglet	lf	$8.00
32	Add thin set brick veneer	sf	$34.00
33	Add 6" cementious lap siding	sf	$10.20
34	Custrom 3-color exterior paint scheme	sf	$1.20
35	Add for custom exterior colors for each module	ea	$280.00
36	8' x 4' sliding aluminum window - 46% tinted dual glazed	ea	$1,060.00
37	6' x 4' sliding aluminum window - 46% tinted dual glazed	ea	$920.00
38	4' x 4' sliding aluminum window - 46% tinted dual glazed	ea	$840.00
39	8' x 4' hollow metal window - 46% tinted dual glazed	ea	$1,320.00
40	6' x 4' hollow metal window - 46% tinted dual glazed	ea	$1,080.00
41	4' x 4' hollow metal window - 46% tinted dual glazed	ea	$960.00
42	Painted exterior window frames	sf	$2.40
43	Store front windo assembly with glazing	ea	$2,870.00
44	Exterior door package (steel) - 3' x 7'	ea	$1,870.00
45	Exterior door with 1/8 view lite	ea	$2,010.00
46	Continous hinge at exterior door	ea	$160.00

SANTA RITA UNION SCHOOL DISTRICT
BID MATRIX
UNIT PRICE SUMMARY

47	Interior door package (wood) - 3' x 7'	ea	$840.00
48	Interior door with 1/2 view light	ea	$930.00
49	Primus Door Hardware	ea	$160.00
50	BEST Door Hardware	ea	$180.00
51	Double exterior door with mullion and panic hardware	ea	$4,200.00
52	Up-grade to welded door frame in lieu of knock down	ea	$300.00
53	16" x 84" side light hollow-metal frame window	ea	$760.00
54	Panic hardware (Von Duprin in lieu of standard lock set)	ea	$820.00
55	3" building separations (includes front & rear metal close off and roof cap)	ea	$1,020.00
56	Two foot (2') wood close off between buildings	ea	$1,060.00
57	Add enclosed soffit in lieu of metal soffit	sf	$70.00
58	Up-grade exterior wall to one (1) hour rated	sf	$7.20
59	Up-grade exterior wall to two (2) hour rated	sf	$9.60
60	Up-grade to 2" x 6" Exterior wall framing	lf	$3.40
61	Up-grade to 2" x 8" Exterior wall framing	lf	$4.20
62	3" Schedule 40 Galvanized Downspouts	ea	$960.00
	TWO STORY BUILDING		
63	Add 5 ft. wide concrete stairs w/landing for two-story building	ea	$69,200.00
64	Exterior soffit recessed fluorescent light fixture	ea	$360.00
65	Add 96" wide sky-bridge for two-story building	lf	$1,800.00
66	60" high balcony railing on two-story building	lf	$250.00
67	Two Story balcony water-proof coating	sf	$22.00
68	Two Story 36" high parapet	lf	$190.00
69	Two Story galvanized finish on railing	lf	$180.00
70	Roof Hatch with Aluminum ladder	ea	$2,890.00
71	Reconfigure 2-story building from exterior corridor to single center corridor	lf	$1,200.00
	FOUNDATION		
72	Additional wood foundation over standard 4.5" minimum height	in	$220.00
73	Conc 2' x 3' access well or 1' x 4' vent well w/1" metal grate (spacing @ 1/2")	ea	$1,260.00
74	Add 2" concrete slurry rodent barrier	sf	$3.20
75	Water proofing elevator foundation pit	ea	$10,200.00
76	Foundation Dry Well	ea	$2,280.00
	INSULATION		
77	Up-grade roof insulation to R-30 unfaced	sf	$0.50
78	Up-grade roof insulation w/FSK in lieu of unfaced	sf	$0.55
79	R-13 wall insulation	sf	$0.20

SANTA RITA UNION SCHOOL DISTRICT
BID MATRIX
UNIT PRICE SUMMARY

80	Upgrade wall insulation to R-19 Kraft faced	sf	$0.40
	FLOOR & WALL		
81	Provide 5/16" cementitious floor underlayment	sf	$2.90
82	Carpet upgrade to Patcraft in lieu of 26oz standard carpet	sf	$2.10
83	Sheet vinyl in lieu of 26oz standard carpet	sf	$3.80
84	Vinyl Composition Tile (VCT) flooring in lieu of 26 oz. standard carpet	sf	$2.80
85	Add epoxy floor finish	sf	$22.60
86	Ceramic tile with thin set over 1/2" backing	sf	$29.20
87	Interior nonrated 2" x 4" wall, 16" o.c. from floor to roof	lf	$100.00
88	Interior one-hour fire rated 2" x 4" wall, 16" o.c. from floor to roof	lf	$160.00
89	Interior one-hour fire rated door with smoke seal	ea	$960.00
90	Operable wall - Modernfold 900 Series Floor Supported 8'-6" high STC 45	lf	$940.00
91	Fiberglass wall planels 3/32: (FRP) in lieu of vinyl covered tack board panels	sf	$2.60
92	1-hour fire rated ceilings	sf	$18.40
93	Provide 5/8" painted sheetrock ceiling in lieu of T-bar ceiling	sf	$7.60
94	Polish concrete floor	sf	$16.20
95	Painted gypsum wall - Level 4 finish	sf	$3.40
96	Painted gypsum wall - Level 3 finish	sf	$2.60
	CASEWORK		
97	Lower Base cabinet -WI #102 - L36 x H34 x D24	ea	$760.00
98	Lower Base cabinet w/ drawers	ea	$820.00
99	Open wall hung cabinet - WI #300 x L36 x H30 x D12	ea	$620.00
100	Wall hung cabinet & doors - WI #302 - L36 x H30 x D12	ea	$640.00
101	Wall hung cabinet w/ glass doors	ea	$860.00
102	Open tall storage cabinet - WI #400 - L36 x H84 x D24	ea	$1,360.00
103	Lockable tall storage cabinet - WI #402 - L36 x H84 x D24	ea	$1,590.00
104	Tall teacher cabinet - WI #530 - L48 x H84 x D24	ea	$1,780.00
105	Wardrobe rack - WI #540M - L60 with 15 hooks (interior)	ea	$920.00
106	Wardrobe rack - WI #540M - L60 with 15 hooks (exterior)	ea	$1,200.00
107	Cubby storage - WI #544 - L48 x H66 x D12 (48 cubicles)	ea	$1,280.00
108	Low book shelves - WI #600 - L36 x H42 x D9	lf	$180.00
109	Locking hardware at casework drawer or door	ea	$60.00
110	Plumbed ADA sink - 4 lf	ea	$3,480.00
111	ADA sink cabinet	lf	$1,240.00
112	Teaching wall	lf	$1,240.00
113	Science work station	ea	$8,420.00

SANTA RITA UNION SCHOOL DISTRICT
BID MATRIX
UNIT PRICE SUMMARY

114	Acid proof epoxy science classroom counters	lf	$310.00
115	Acid proof epoxy science classroom sink w/goose-neck faucet	ea	$1,840.00
116	Computer station 24" deep - counter top only	lf	$220.00
	PLUMBING		
117	Interior unisex toilet room	ea	$11,800.00
118	Plastic Toilet Partitions	lf	$210.00
119	Interior ADA wall mounted drinking fountain	ea	$3,640.00
120	Exterior ADA wall mounted drinking fountain	ea	$4,680.00
121	Eye Wash Station with science sink	ea	$760.00
122	Emergency science shower station	ea	$3,860.00
123	Provide infrared sensor to water closet or lavatory	ea	$420.00
124	Floor drain - Zurn w/trap primer	ea	$1,240.00
125	Water closet - Adult/Child HDC w/grab bar	ea	$1,420.00
126	Urinal w/flush valve	ea	$1,210.00
127	Lavatory sink	ea	$1,070.00
128	ADA Shower HDC Fiberglass	ea	$3,640.00
129	Mop sink - 28" x 28"	ea	$2,120.00
130	Pedestal Janitor sink	ea	$2,840.00
131	Concession floor sink	ea	$1,620.00
132	3-compartment stainless steel sink	ea	$3,240.00
133	Acid proof waste plumbing - per fixture	ea	$430.00
	MECHANICAL		
134	10 gallon electric water heater	ea	$690.00
135	20 gallon electric water heater	ea	$740.00
136	30 gallon electric water heater	ea	$790.00
137	Instant flow tankless electric water heater	ea	$810.00
138	Roof mounted HVAC in lieu of wall-mounted unit - add 4 ton unit	ea	$7,240.00
139	Roof mounted HVAC in lieu of wall-mounted unit - add 5 ton unit	ea	$8,630.00
140	Add 3-1/2 ton wall mount HVAC unit	ea	$4,150.00
141	Add 4 ton wall mount HVAC unit	ea	$4,600.00
142	Add 5 ton wall mount HVAC unit	ea	$5,040.00
143	Add 3-1/2 ton wall mount HVAC unit - Three Phase	ea	$4,510.00
144	Add 4 ton wall mount HVAC unit - Three Phase	ea	$4,920.00
145	Add 5 ton wall mount HVAC unit - Three Phase	ea	$5,410.00
146	Add 12 SEER heat pump in lieu of base bid electric HVAC unit	ea	$1,640.00
147	WAG 40 Gas HVAC heat pump in lieu of base bid electric HVAC unit	ea	$2,210.00

SANTA RITA UNION SCHOOL DISTRICT
BID MATRIX
UNIT PRICE SUMMARY

148	Add 3-1/2 ton interior HVAC unit	ea	$9,980.00
149	Add 4 ton interior HVAC unit	ea	$10,200.00
150	Add 5 ton interior HVAC unit	ea	$11,100.00
151	HVAC return chase wall	ea	$1,120.00
152	Supply register and 12' of ducting	ea	$260.00
153	Return air register and 12' of ducting	ea	$240.00
154	Science classroom gas turret	ea	$660.00
155	Science Classroom fume hood w/MAU	ea	$31,080.00
156	Science Classroom ventless fume hood	ea	$25,420.00
157	Ceiling exhaust fan (120 CFM) with 6" duct to roof jack and 20 amp circuit	ea	$460.00
158	Cooling only split system	ea	$8,640.00
159	Air Balance Report (per system/zone)	ea	$1,240.00
160	Certified Air Balance Report (Per system/zone)	ea	$2,280.00
	ELECTRICAL		
161	Wall 110v duplex receptacle with cover	ea	$110.00
162	Recessed duplex 110v floor receptacle with cover	ea	$820.00
163	GFCI receptacle with cover	ea	$240.00
164	Wall data outlet w/1/2" conduit stubbed into attic cavity	ea	$90.00
165	Interior light switch	ea	$140.00
166	Signal termination box 6"x6"x6" with 3/4" conduit stubbed above ceiling	ea	$180.00
167	100 amp panel - single phase	ea	$360.00
168	150 amp panel - single phase	ea	$420.00
169	200 amp panel - single phase	ea	$660.00
170	225 amp panel - single phase	ea	$1,220.00
171	400 amp panel - single phase	ea	$2,660.00
172	100 amp panel - three phase	ea	$570.00
173	150 amp panel - three phase	ea	$670.00
174	200 amp panel - three phase	ea	$1,300.00
175	225 amp panel - three phase	ea	$1,780.00
176	400 amp panel - three phase	ea	$3,560.00
177	220v - 30 amp circuit outlet	ea	$300.00
178	Dedicated computer circuit - 20 amp	ea	$180.00
179	Exit light (High) with battery backup (wall mount)	ea	$490.00
180	Exterior Flourescent light fixture	ea	$310.00
181	Floor box with 2 duplex and 2 data	ea	$960.00

SANTA RITA UNION SCHOOL DISTRICT
BID MATRIX
UNIT PRICE SUMMARY

	MISCELLANEOUS		
182	Contract and Project supervision - per hour	hr	$200.00
183	Engineering and design - per hour	hr	$340.00
184	Bonds and Insurance	%	$1.60
185	DSA Stockpile Fee	%	$2.40
186	120 Ton Craning and rigging (four hour minimum) - per hour	hr	$860.00
187	300 Ton Craning and rigging (four hour minimum) - per hour	hr	$1,290.00
188	On-site prevailing wage labor rate - per hour	hr	$96.00
189	Kitchen	ea	$14,820.00
190	12x40 Building Relocation	ea	$5,640.00
191	24x40 Building Relocation	ea	$7,400.00
192	Additional 12x40 Modules Relocation (Add to 24x40)	ea	$3,980.00
193	30x32 Building Relocation	ea	$9,260.00
194	Additional 10x32 Modules Relocation (Add to 30x32)	ea	$3,600.00
195	24x60 Building Relocation	ea	$8,840.00
196	Additional 12x60 Modules Relocation (Add to 24x60)	ea	$4,600.00
197	Additional transportation rate beyond 100 miles up to 40' module	mile	$5.90
198	Add ordinary hazard fire sprinklers (excludes riser)	sf	$6.20
199	Fire riser	ea	$1,940.00
200	Wall mounted TV Brackets	ea	$780.00
201	Wall mounted 60" projection screens	ea	$790.00
202	4' x 8' white marker board	ea	$420.00
203	4'x16' white marker board	ea	$890.00
204	Wire mold series 5500	lf	$56.00
205	Aluminum slat roll-up security shutter - 8' x 4' window	ea	$1,760.00
206	Hose Bibb	ea	$920.00
207	Stainless steel counter	lf	$140.00
208	Semi-Recessed Fire Extinguisher Cabinet	ea	$160.00
209	Roll-up Serving Windows	ea	$3,470.00

SANTA RITA UNION SCHOOL DISTRICT
BID MATRIX
UNIT PRICE SUMMARY

	High Performance Items		
	BUILDING ENVELOPE		
210	Louver Sunscreen w/Hot dipped galv finish	ea	$4,820.00
211	60 mil PVC Cool Roof System	sf	$7.40
212	3" Standing seam metal roof w/Kynar 500 finish/SRI 80	sf	$4.20
213	HVAC Roof Screen	lf	$94.00
214	8' x 8' Dual-glazed Low E Solarban 60 glazing - exterior window	ea	$3,320.00
215	6' x 8' Dual-glazed Low E Solarban 60 glazing - exterior window	ea	$3,160.00
216	3' x 8' Galv insulated exterior door w/16" sidelite	ea	$4,480.00
217	Antimicrobial Exterior door hardware	ea	$1,540.00
218	20" diameter Solatube Skylight w/adjustable damper	ea	$2,470.00
219	36" galv metal wainscot	sy	$44.00
220	IPE wainscot	sf	$45.00
221	Cement board exterior clad siding	sf	$19.20
222	Ceramic Tile Exterior siding	sf	$40.00
	INSULATION		
223	R-19 Recycled Denim Thermal Insulation	sf	$2.20
224	R-30 Recycled Denim Thermal Insulation	sf	$3.10
	FLOOR & WALL		
225	Carpet Tile Flooring	sf	$3.60
226	Walk-off mat	ea	$460.00
227	Marmoleum Composition tile flooring	sf	$5.40
228	Marmoleum Composition sheet flooring	sf	$6.20
229	Low and/or Zero VOC paints/primers	gl	$92.00
230	Double canted 8'-6" to 12'-0" vaulted 2x2 T-bar ceiling	sf	$13.00
231	Steel Framing w/80% recycled content, (960sf)	clsrm	$2,960.00
232	Vinyl tackable wall surface w/low VOC	sf	$2.30
233	Mold inhibitive gypsum sheathing	sf	$1.60
234	Wood blocking in wall	lf	$6.70
235	Metal blocking in wall	lf	$8.20
	CASEWORK		
236	Base cabinet -WI #102 - L36 x H34 x D24 - FSC compliant	ea	$760.00
237	Open upper cabinet - WI #300 x L36 x H30 x D12- FSC compliant	ea	$820.00
238	Upper cabinet & doors - WI #302 - L36 x H30 x D12 - FSC compliant	ea	$620.00
239	Open tall storage cabinet - WI #400 - L36 x H84 x D24 - FSC compliant	ea	$1,490.00
240	Lockable tall storage cabinet - WI #402 - L36 x H84 x D24 - FSC compliant	ea	$1,740.00

SANTA RITA UNION SCHOOL DISTRICT
BID MATRIX
UNIT PRICE SUMMARY

241	Tall teacher cabinet - WI #530 - L48 x H84 x D24 - FSC compliant	ea	$1,950.00
242	Wardrobe rack - WI #540M - L60 with 15 hooks (interior) - FSC compliant	ea	$1,010.00
243	Wardrobe rack - WI #540M - L60 with 15 hooks (exterior) - FSC compliant	ea	$1,320.00
244	Cubby storage - WI #544 - L48 x H66 x D12 (48 cubicles) - FSC compliant	ea	$1,400.00
245	Low book shelves - WI #600 - L36 x H42 x D9 - FSC compliant	lf	$242.00
246	Plumbed ADA sink - 4 lf - FSC compliant	ea	$3,740.00
247	ADA Sink cabinet	lf	$1,360.00
248	Teaching wall - FSC compliant	lf	$1,380.00
249	Science work station - FSC compliant	ea	$9,260.00
	PLUMBING		
250	Cast iron waste plumbing in lieu of ABS	lf	$3.70
251	Manual Dual Flush restroom fixture controls	ea	$320.00
252	High recycled content plastic toilet partitions	lf	$360.00
253	Infrared restroom fixture controls	ea	$380.00
	MECHANICAL		
254	Add Thermal Displacement Ventilation 5-ton HVAC System	ea	$16,000.00
255	Add 15 SEER Roof mounted HVAC w/MERV 13 filter	ea	$10,800.00
256	Add 15 SEER Split System w/MERV 13 filter	ea	$13,600.00
257	Add Ceiling Cartridge HVAC system	ea	$4,720.00
258	Add 4-ton Bard I-tec indoor HVAC unit	ea	$11,640.00
259	Add 5-ton Bard I-tec indoor HVAC unit	ea	$12,710.00
260	Infrared hand dryer	ea	$840.00
261	Geothermal	ton	$28,000.00
	ELECTRICAL		
262	2' x 4' LED indirect light fixtures	ea	$380.00
263	LED indirect dimmable 2' x 4' interior light	ea	$420.00
264	LED in-direct non-dimmable 2' x 4' interior light	ea	$390.00
265	Roof mounted Solar Panel System	kw	$6,820.00
266	LED designer series external light fixture	ea	$740.00
267	Daylight sensing integrated controls	ea	$4,420.00
268	Audio visual controls	ea	$13,740.00
	MISCELLANEOUS		
269	PVC free manual roll-up shades	lf	$130.00
270	Recessed Hose Bibb	ea	$1,200.00
271	CHPS Certification	ea	$35,000.00
272	LEED Certification	ea	$42,000.00

DOCUMENT 00 43 36

DESIGNATED SUBCONTRACTORS LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT: **Facilities Supply Contract**

1. Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the scope of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid.

2. As to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.

3. If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (1/2 of 1%) of Bidder's total Bid, including alternates.

4. In case more than one subcontractor is named for the same scope of Work, state the portion that each will perform.

5. Bidder need not list entities that are only vendors or suppliers of materials.

6. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

7. **DVBE.** Bidder must indicate which, if any, of these subcontractors are disabled veteran business enterprises (DVBE) and the estimated percentage of the Work those subcontractor(s) will perform.

Subcontractor Name: Sierra Casework Location: Modesto

Scope of Work: Casework If DVBE, Percent of Work: 0 %

California Contractor License Number: 802541

Subcontractor Name: D&B Fire Protection Location: Corona

Scope of Work: Fire Sprinklers If DVBE, Percent of Work: 0 %

California Contractor License Number: C16 - 410294

Subcontractor Name: TL Shields & Assoc Location: Thousand Oaks

Scope of Work: Elevator If DVBE, Percent of Work: 0 %

California Contractor License Number: 605460

Subcontractor Name: Boeger Plastering Location: Applegate

Scope of Work: Stucco If DVBE, Percent of Work: 0 %

California Contractor License Number: 319451

Subcontractor Name: Cecal Enterprises, Inc. Location: Ladera Ranch

Scope of Work: Concrete Foundations If DVBE, Percent of Work: 0 %

California Contractor License Number: _____

Subcontractor Name: _____ Location: _____

Scope of Work: _____ If DVBE, Percent of Work: _____ %

California Contractor License Number: _____

Subcontractor Name: _____ Location: _____

Scope of Work: _____ If DVBE, Percent of Work: _____ %

California Contractor License Number: _____

Subcontractor Name: _____ Location: _____

Scope of Work: _____ If DVBE, Percent of Work: _____ %

California Contractor License Number: _____

Subcontractor Name: _____ Location: _____

Scope of Work: _____ If DVBE, Percent of Work: _____ %

California Contractor License Number: _____

Subcontractor Name: _____ Location: _____

Scope of Work: _____ If DVBE, Percent of Work: _____ %

California Contractor License Number: _____

Subcontractor Name: _____ Location: _____

Scope of Work: _____ If DVBE, Percent of Work: _____ %

California Contractor License Number: _____

Subcontractor Name: _____ Location: _____

Scope of Work: _____ If DVBE, Percent of Work: _____ %

California Contractor License Number: _____

Subcontractor Name: _____ Location: _____

Scope of Work: _____ If DVBE, Percent of Work: _____ %

California Contractor License Number: _____

Subcontractor Name: _____ Location: _____

Scope of Work: _____ If DVBE, Percent of Work: _____ %

California Contractor License Number: _____

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information is complete, true, and correct.

Date: April 28, 2016

Proper Name of Bidder: American Modular Systems, Inc.

Signature: _____

Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 45 19

NONCOLLUSION AFFIDAVIT
Public Contract Code § 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President [PRINT YOUR TITLE]

of American Modular Systems, Inc. [PRINT FIRM NAME],

the party making the foregoing Contract.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: April 28, 2016

Proper Name of Bidder: American Modular Systems, Inc.

City, State: Manteca, CA

Signature: 

Print Name: Daniel Surich

Title: President

END OF DOCUMENT

DOCUMENT 00 45 22

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

PROJECT/CONTRACT NO.: Facilities Supply Contract between Santa Rita School District (the "District" or the "Owner") and American Modular Systems, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars ($1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following two paragraphs.

☒ 1. Bidder's Total Base Bid is less than one million dollars ($1,000,000).

OR

☐ 2. Bidder's Total Base Bid is one million dollars ($1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

☐ 3. Bidder's Total Base Bid is one million dollars ($1,000,000) or more, but the District has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with Bid.**

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: April 28, 2016

Proper Name of Contractor: American Modular Systems, Inc.

Signature: [signature]

Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 43 13

BID BOND (SECURITY)

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form; NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, American Modular Systems, Inc. as Principal ("Principal"),

and Western Surety Company as Surety ("Surety"),

a corporation organized and existing under and by virtue of the laws of the State of South Dakota

and authorized to do business as a surety in the State of California, are held and firmly bound unto the

Santa Rita Union School District ("District") of Monterrey County, State of California as Obligee, in the sum of

Ten Percent of Amount Bid---------- ($ 10%---------)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid;

NOW, THEREFORE, If the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under 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 the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duty executed by the Principal and Surety above named, on the 27 day of April, 20 16.

American Modular Systems, Inc.
Principal

By
Daniel Surich- President

Western Surety Company
Surety

By Elizabeth Collodi, Attorney-in-Fact

Nancy Flores c/o CT Corporation System
Name of California Agent of Surety

818 W Seventh Street, Suite 930, Los Angeles, CA 90017
Address of California Agent of Surety

(877) 589-6952
Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Butte)

On April 27, 2016 before me, Sara Walliser, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth Collodi,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ARS3 SARA WALLISER COMM. # 2118503 NOTARY PUBLIC · CALIFORNIA COUNTY OF BUTTE Comm. Expires JULY 5, 2019 ARS3

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Nancy Luttenbacher, John Hopkins, Steve Williams, Elizabeth Collodi, Bonnie Two Bears, Mindy Elaine Whitehouse, Bobbie Beeny, Individually

of Chico, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of August, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 21st day of August, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021

S. EICH
NOTARY PUBLIC
SOUTH DAKOTA

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27 day of April, 2016.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

No. 3472

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

Western Surety Company

of Sioux Falls, South Dakota, organized under the laws of South Dakota, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety and Liability

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 21st day of March, 1975, I have hereunto set my hand and caused my official seal to be affixed this 21st day of March, 1975.*

Fee $25.00

Rec. No. 61589

Filed 10-4-74

Wesley J. Kinder
Insurance Commissioner

By

Wallace W. Scales
Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, *I have hereunto set my hand and caused my official seal to be affixed this 30th day of October, 2006.*

John Garamendi
Insurance Commissioner

By Pauline D'Andrea

Pauline D'Andrea

CALIFORNIA DEPARTMENT OF INSURANCE

- Company Profile
  - Company Search
  - Company Search Results
  - Company Information
  - Old Company Names
  - Agent for Service
  - Reference Information
  - NAIC Group List
  - Lines of Business
  - Workers' Compensation Complaint and Request for Action/Appeals Contact Information
- Financial Statements PDF's
  - Annual Statements
  - Quarterly Statements
- Company Complaint
  - Company Performance & Comparison Data
  - Company Enforcement Action
  - Composite Complaints Studies
- Additional Info
  - Find A Company Representative In Your Area
  - View Financial Disclaimer

COMPANY PROFILE

Company Information

WESTERN SURETY COMPANY

P.O. BOX 5077
SIOUX FALLS, SD 57117-5077

Old Company Names

Effective Date

Agent For Service

NANCY FLORES
C/O CT CORPORATION SYSTEM
818 WEST SEVENTH STREET, SUITE 930
LOS ANGELES CA 90017

Reference Information

NAIC #:	13188
California Company ID #:	0761-7
Date Authorized in California:	07/29/1930
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	SOUTH DAKOTA

back to top

NAIC Group List

NAIC Group #: 0218 CNA INS GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the glossary.

LIABILITY

SURETY

back to top

© 2008 California Department of Insurance

DOCUMENT 00 45 26

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: Facility Supply Services Contract between Santa Rita Union School District (the "District" or the "Owner") and American Modular Systems, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Labor Code section 3700 in relevant part provides:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> 1 By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
>
> 2 By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of the Contract.

Date: May 24, 2016

Proper Name of Contractor: American Modular Systems, Inc.

Signature: 

Print Name: Daniel Sarich

Title: President

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under the Contract.)

END OF DOCUMENT

DOCUMENT 00 45 50

PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: Facility Supply Services Contract between Santa Rita Union School District (the "District" or the "Owner") and American Modular Systems, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the Project including, without limitation, the labor compliance program, if in use on this Project.

Date: May 24, 2016

Proper Name of Contractor: American Modular Systems, Inc.

Signature: _____

Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 45 55

DISABLED VETERAN BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION

PROJECT/CONTRACT NO.: Facility Supply Services Contract between Santa Rita Union School District (the "District") and American Modular Systems, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE(s)") of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district on projects that receive state funding.

Section 2001 of the Public Contract Code requires school districts to require each Bidder to provide in its bid certain information about its Subcontractors. In addition to completing this certification as indicated herein, each Bidder must provide the information related to DVBEs as required in the Designated Subcontractors List.

1. **Disabled Veteran Business Enterprise.** A DVBE is a business enterprise certified by the California Office of Small Business as a DVBE.

2. **DVBE Participation Policy.** The District is committed to achieving this DVBE participation goal. The District encourages Contractor to ensure maximum opportunities for the participation of DVBEs in the Work of the Contract.

3. **DVBE Participation Goal.** The three percent (3%) participation goal is not a quota, set-aside or rigid proportion.

4. **Certification of Participation.** At the time of execution of the Contract, the Contractor will provide a statement to the District of anticipated participation of DVBEs in the contract.

5. **Submission of Report.** During performance of the Contract, Contractor shall monitor the Work of the Contract, award of subcontracts and contracts for materials, equipment and supplies for the purpose of determining DVBE participation in the Work of the Contract.

    a) Contractor shall report on a monthly basis all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.

    b) Upon completion of the Work of the Contract, Contractor shall submit a report to the District in the form attached hereto identifying all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.

        i) The submission to the District of this report is a condition precedent to the District's obligation to make payment of the Final Payment under the Contract Documents. The submission of this report shall be in addition to, and not in lieu of, any other conditions precedent set forth in the Contract Documents for the District's obligation to make payment of the Final Payment.

        ii) The District reserves the right to request additional information or documentation from the Contractor evidencing efforts to comply with the three percent (3%) DVBE participation goal.

DVBE PARTICIPATION REPORT

Contractor Name: American Modular Systems, Inc. Date: May 24, 2016

Project Name: Facilities Supply Contract Project Number: _____

DVBE Firm Name	Trade / Portion of Work	Subcontract/ Contract Value
NONE - Good Faith Effort		
Add more sheets as needed to include all information for each DVBE		

Does the cumulative dollar value of these DVBE contracts meet or exceed the participation goal of three percent (3%) of the final Contract Price, as adjusted by all change orders?

YES _____ NO X

If your response is "NO", please attach to this report a detailed description of the reasons for your firm did not achieve the participation goal of three percent (3%) of the final Contract Price.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information is complete, true, and correct.

Date: May 24, 2016

Proper Name of Contractor: American Modular Systems, Inc.

Signature: _____

Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 45 60

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: Facility Supply Services Contract Santa Rita Union School District (the "District" or the "Owner") and American Modular Systems, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

2. Establishing a drug-free awareness program to inform employees about all of the following:

    a. The dangers of drug abuse in the workplace.
    b. The person's or organization's policy of maintaining a drug-free workplace.
    c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
    d. The penalties that may be imposed upon employees for drug abuse violations.

3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code sections 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: May 24, 2016

Proper Name of Contractor: American Modular Systems, Inc.

Signature: 

Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 45 65

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: Facility Supply Services Contract between Santa Rita Union School District (the "District" or the "Owner") and American Modular Systems, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: May 24, 2016

Proper Name of Contractor: American Modular Systems, Inc.

Signature: 

Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 45 85

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: Facility Supply Services Contract between Santa Rita Union School District (the "District" or the "Owner") and American Modular Systems, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

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

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

   _____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

   __X__ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work , a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

   _____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is: **Name:** _____ **Title:** _____

   _____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

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

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: May 24, 2016

Proper Name of Contractor: American Modular Systems, Inc.

Signature: _____

Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 52 13

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 20___, by and between the Santa Rita Union School District ("District" or "Owner") and _____ _____ ("Contractor") ("Agreement"). The District and the Contractor agree as follows:

1. **The Work**: Contractor shall furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **Facility Supply Services Contract, Modular Classroom Buildings and Modular Toilet Room Buildings at Various Sites**

The Work shall be performed and completed as required in the Contract Documents as defined in the General Conditions including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. **The Contract Documents**:

2.1. The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. All obligations of the District and Contractor are fully set forth and described in the Contract Documents. The Contract Documents are intended to cooperate so that Work called for in one and not mentioned in the other or vice versa is to be performed the same as if mentioned in all Contract Documents.

2.2. **Interpretation of Contract Documents**: Questions concerning the intent, precedence, or meaning of the Contract Documents, including the Drawings or Specifications, shall be submitted to the District for interpretation. Inconsistencies in the Contract Documents shall be resolved by giving precedence in the following order:

2.2.1. District-approved modifications, beginning with the most recent (if any);
2.2.2. Agreement;
2.2.3. Special Conditions (if any);
2.2.4. Supplemental Conditions (if any);
2.2.5. General Conditions;
2.2.6. Remaining Division 0 documents (Documents beginning with "00");;
2.2.7. Division 1 Documents (Specifications – General Conditions; Documents beginning with "01");
2.2.8. Division 2 through Division 32 documents (Technical Specifications);
2.2.9. Figured dimensions;

In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

3. **Time For Completion**: It is hereby understood and agreed that the Contractor shall complete the Work within _____ (_____) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. The District shall not approve an early completion schedule by Contractor. A schedule showing the Work completed in less than the Contract Time indicated in the Contract, shall be considered to have Project Float.

4. **Completion-Extension Of Time**: If Contractor fails to complete the Work within the Contract Time, due allowance being made for the contingencies provided for herein, Contractor shall become liable to District for all loss and damage that District may suffer on account thereof. Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that allows for timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

5. **Liquidated Damages**: Time is of the essence for all Work to be performed. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to District the following sum(s) ("Liquidated Damages"):

    - **Project Completion:** One Hundred dollars ($100.00) per day as Liquidated Damages for each and every day's delay beyond the Contract Time to complete all the Work.

    5.1. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.

    5.2. District may deduct Liquidated Damages from money due or that may become due Contractor under this Agreement. Contractor's forfeiture of Liquidated Damages to District, and District's right to retain Liquidated Damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.

    5.3. Contractor and Surety shall be liable for and pay to District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by District.

    5.4. Liquidated Damages shall be in addition, and not in lieu of, District's right to charge Contractor for the District's cost of completing or correcting items of the Work.

    5.5. District may extend the Contract Time if Work is delayed for causes outside the Contractor's control, as further described in the General Conditions. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

6. **Loss or Damage**: District and its authorized representatives shall not be answerable or suffer loss, damage, expense, or liability for any loss or damage that occurs to the Work, or any part thereof, during its construction and before Completion. Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

7. **Insurance and Bonds**: Contractor shall provide all required certificates of insurance, and payment and performance bonds.

8. **Performance of Work**: If Contractor fails to perform the Work properly or fails to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, cure the deficiencies and deduct the cost thereof from the payment then or thereafter due Contractor.

9. **Authority of Architect, Project Inspector, and DSA**: Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. Contractor shall be liable for any delay caused by its non-compliant Work.

10. **Assignment of Contract**: Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by Contractor without the written approval of District, nor without the written consent of the Surety on Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

11. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type B Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

12. **Payment of Prevailing Wages**: Contractor and all Subcontractors under Contractor shall pay all workers on Work performed pursuant to this Contract 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.

13. **Labor Compliance Program**: If a labor compliance program is implemented for the Project, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the labor compliance program administered by the District and/or the California Department of Industrial Relations. Compliance shall include, without limitation, the requirement that Contractor and all of its Subcontractors timely submit complete and accurate certified payroll records with each application for payment, or the District cannot issue payment.

14. **Contract Price**: In consideration of the foregoing covenants, promises, and agreements, Contractor offers, in the amounts stated below, to perform the Work according to the Contract Documents. District covenants, promises, and agrees that it will pay and cause to be paid to Contractor in full, and as the Contract Price the following amount(s):

_____ Dollars

($ _____), (**Base Contract Amount**)

14.1. The Contract Price shall be paid in lawful money of the United States pursuant to the payment provisions in the General Conditions.

15. **Authority of Contractor's Representative**: Contractor hereby certifies that its legal representative as defined in the General Conditions and the person(s) it employees on the Project at or above the level of project superintendent, each have the authority to legally bind the Contractor.

16. **Severability**: If any term, covenant, condition, or provision of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

Dated: _____, 20___	Dated: _____, 20___
SANTA RITA UNION SCHOOL DISTRICT	**CONTRACTOR**
By: _____	By: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

NOTE: If the Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.

END OF DOCUMENT

DOCUMENT 00 54 50

ESCROW OF BID DOCUMENTATION

1. Requirement to Escrow Bid Documentation

1.1. Contractor shall submit, within **SEVEN (7)** calendar days after the date of the Notice of Award, one copy of all documentary information received or generated by Contractor in preparation of bid prices for this Contract. This material is referred to as "Escrow Bid Documentation." The Escrow Bid Documentation will be held in escrow by the District for the duration of the Contract.

1.2. Contractor agrees, as a condition of award of the Contract, that the Escrow Bid Documentation constitutes **all** written information used in the preparation of its bid, and that no other written bid preparation information shall be considered in resolving disputes or claims. Contractor also agrees that nothing in the Escrow Bid Documentation shall change or modify the terms or conditions of the Contract Documents.

1.3. The Escrow Bid Documentation will not be opened by District except as indicated herein. The Escrow Bid Documentation will be used only for the resolution of price adjustment discussions, change orders and claims disputes.

1.4. Contractor's submission of the Escrow Bid Documentation, as with the bonds and insurance documents required, is considered an essential part of the Contract award. Should the Contractor fail to make the submission within the allowed time specified above, District may deem the Contractor to have failed to enter into the Contract, and the Contractor shall forfeit the amount of its bid security, accompanying the Contractor's bid, and District may award the Contract to the next lowest responsive responsible bidder.

1.5. NO PAYMENTS WILL BE MADE, NOR WILL DISTRICT ACCEPT PROPOSED CHANGE ORDERS UNTIL THE ESCROW BID DOCUMENTATION IS SUBMITTED AND APPROVED.

1.6. The Escrow Bid Documentation shall be submitted in person by an authorized representative of the Contractor to the District.

2. Ownership of Escrow Bid Documentation

2.1. The Escrow Bid Documentation is, and shall always remain, the property of Contractor, subject to review by District, as provided herein.

2.2. Escrow Bid Documentation constitute trade secrets, not known outside Contractor's business, known only to a limited extent and only by a limited number of employees of Contractor, safeguarded while in Contractor's possession, extremely valuable to Contractor, and could be extremely valuable to Contractor's competitors by virtue of it reflecting Contractor's contemplated techniques of construction. Subject to the provisions herein, District agrees to safeguard the Escrow Bid Documentation, and all information contained therein, against disclosure to the fullest extent permitted by law.

3. Format and Contents of Escrow Bid Documentation

3.1. Contractor may submit Escrow Bid Documentation in its usual cost-estimating format; a standard format is not required.

3.2. Escrow Bid Documentation must clearly itemize the estimated costs of performing the work of each bid item contained in the bid schedule, separating bid items into sub-items as required to present a detailed cost estimate and allow a detailed cost review.

3.3. Subcontractors. The Escrow Bid Documentation shall include all subcontractor bids or quotes, supplier bids or quotes, quantity takeoffs, crews, equipment, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by the Contractor to arrive at the prices contained in the bid proposal.

3.4. Estimated costs should be broken down into Contractor's usual estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials, and subcontract costs as appropriate. Plant and equipment and indirect costs should be detailed in the Contractor's usual format. The Contractor's allocation of indirect costs, contingencies, markup, and other items to each bid item shall be identified.

3.5. All costs shall be identified. For bid items amounting to less than $10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markup, as applicable, are allocated.

3.6. Bid Documentation provided by District should not be included in the Escrow Bid Documentation unless needed to comply with the following requirements.

4. Submittal of Escrow Bid Documentation

4.1. The Escrow Bid Documentation shall be submitted by the Contractor in a sealed container within **SEVEN (7)** calendar days after the date of the Notice of Award. The container shall be clearly marked on the outside with the Contractor's name, date of submittal, project name and the words “Escrow Bid Documentation – Intended to be opened in the presence of Authorized Representatives of Both District and Contractor”.

4.2. By submitting Escrow Bid Documentation, Contractor represents that the material in the Escrow Bid Documentation constitutes all the documentary information used in preparation of the bid and that the Contractor has personally examined the contents of the Escrow Bid Documentation container and has found that the documents in the container are complete.

4.3. Subcontractors. If Contractor's proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds 5 percent of the total contract price proposed by Contractor, shall provide separate escrow documents to be included with those of Contractor. Those documents shall be opened and examined in the same manner and at the same time as the examination described above for Contractor. Each subcontractor’s documents can be sealed within Contractor’s Escrow Bid Documentation and will only be opened if the change order or dispute at issue relates to that subcontractor(s)’ scope of work.

4.4. If Contractor wishes to subcontract any portion of the Work after award of the Contract, District retains the right to require Contractor to submit escrow documents for the Subcontractor before the subcontract is approved.

5. Storage, Examination and Final Disposition of Escrow Bid Documentation

5.1. The Escrow Bid Documentation will be placed in escrow, for the term of the Contract, at the District offices.

5.2. The Escrow Bid Documentation shall be examined by both District and Contractor, at any time deemed necessary by either District or Contractor, to assist in the negotiation of price adjustments and change orders or the settlement of disputes and claims. In the case of legal proceedings, Escrow Bid Documentation shall be used subject to the terms of an appropriate protective order if requested by Contractor and ordered by a court of competent jurisdiction. Examination of the Escrow Bid Documentation is subject to the following conditions:

5.2.1. As trade secrets, the Escrow Bid Documentation is proprietary and confidential to the extent allowed by law.

5.2.2. Access to the Escrow Bid Documentation may take place only in the presence of duly designated representatives of both the District and Contractor. If Contractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days notice, then the District representative may examine the Escrow Bid Documents alone upon an **ADDITIONAL THREE (3)** calendar days notice if a representative of the Contractor does not appear at the time set.

5.2.3. Subcontractor. If a subcontractor has submitted sealed information to be included in the Escrow Bid Documentation, access to those documents may take place only in the presence of a duly designated representative of the District, Contractor and that subcontractor. If that subcontractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days notice, then the District representative and/or the Contractor may examine the Escrow Bid Documentation without that subcontractor present upon an **ADDITIONAL THREE (3)** calendar days notice if a representative of that subcontractor does not appear at the time set.

5.3. The Escrow Bid Documentation will be returned to Contractor when the District accepts Project Completion, when all of Contractor's claims (if any) have been resolved to District's and Contractor's satisfaction, and when the Contractor certifies that it has no further claims against the District.

END OF DOCUMENT

DOCUMENT 00 54 55

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION
(Public Contact Code § 22300)

This Escrow Agreement ("Escrow Agreement") is made and entered into this _____ day of _____ _____, 20___, by and between the following:

Santa Rita Union School District ("District" or "Owner"), whose address is 57 Russell Road, Salinas, California, and

_____ ("Contractor"), whose address is _____ _____, and

_____ ("Escrow Agent"), a state or federally chartered bank in California, whose address is _____.

For the consideration hereinafter set forth, District, Contractor, and Escrow Agent agree as follows:

1. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, Contractor has the following two (2) options:

   ☐ Deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract No. _____ entered into between District and Contractor for the Facilities Supply Contract Project, in the amount of _____($_____) dated, _____, 20_____, (the "Contract"); **or**

   ☐ On written request of Contractor, District shall make payments of the retention earnings for the Contract directly to Escrow Agent.

   When Contractor deposits the securities as a substitute for Contract earnings under subsection "(a)" above, Escrow Agent shall notify District within ten (10) calendar days of the deposit. The market value of the securities at all times from substitution until the termination of the Escrow Agreement shall be at least equal to the cash amount then required to be withheld as retention pursuant to the Contract.

   Securities shall be held in name of Santa Rita District, and shall designate Contractor as beneficial owner.

2. District shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in the form and amount specified above.

3. When District makes payment of retention earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. The District will charge Contractor $_____ for each of District's deposits to the escrow account. These expenses and payment terms shall be determined by District, Contractor, and Escrow Agent.

5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to District.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Contractor.

7. District shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in event of default by Contractor. Upon seven (7) days written notice to Escrow Agent from District of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District.

8. Upon receipt of written notification from District certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on written notifications from District and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.

10. Names of persons who are authorized to give written notice or to receive written notice on behalf of District and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of District:

_____
Title

_____
Name

_____
Signature

_____
Address

On behalf of Contractor:

_____
Title

_____
Name

_____
Signature

_____
Address

On behalf of Escrow Agent:

_____
Title

_____
Name

_____
Signature

_____
Address

At the time the Escrow Account is opened, District and Contractor shall deliver to Escrow Agent a fully executed copy of this Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

On behalf of District:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

END OF DOCUMENT

DOCUMENT 00 61 14

PERFORMANCE BOND (100% of Contract Price)
(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Santa Rita Union School District, ("District") and _____ _____, ("Principal)" have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Facility Supply Services Contract, Modular Classroom Buildings and Modular Toilet Room Buildings at Various Sites

which Contract dated _____, 20___, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

_____ DOLLARS

($_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and

- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The 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 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 Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

_____

_____

Attention: _____

Telephone No.: **(_____)** _____**-**_____

Fax No.: **(_____)** _____**-**_____

E-mail Address: _____

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20___.

Principal	**Surety**
_____	_____
(Name of Principal)	(Name of Surety)
_____	_____
(Signature of Person with Authority)	(Signature of Person with Authority)
_____	_____
(Print Name)	(Print Name)
	_____
	(Name of California Agent of Surety)
	_____
	(Address of California Agent of Surety)
	_____
	(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

DOCUMENT 00 61 15

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)
(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Santa Rita Union School District, (or "District") and _____ _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Facility Supply Services Contract, Modular Classroom Buildings and Modular Toilet Room Buildings at Various Sites

which Contract dated _____, 20___, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in division 4, part 6 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and_____, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

_____ DOLLARS

($_____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to 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 Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee 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 under sections 9000 through 9566 of the Civil Code, 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 affect.

The 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 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 Contract Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20___.

Principal	**Surety**
_____	_____
(Name of Principal)	(Name of Surety)
_____	_____
(Signature of Person with Authority)	(Signature of Person with Authority)
_____	_____
(Print Name)	(Print Name)
	_____
	(Name of California Agent of Surety)
	_____
	(Address of California Agent of Surety)
	_____
	(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

DOCUMENT 00 65 36

WARRANTY AND GUARANTEE FORM

1. _____("Contractor")

   hereby agrees that the _____ ("Work" of Contractor)

   which Contractor has installed for the Santa Rita Union School District ("District")

   for the following project: **Facility Supply Services Contract, Modular Classroom Buildings and Modular Toilet Room Buildings at Various Sites** was performed in accordance with the requirements of the Contract Documents and that the Work as installed fulfills the requirements of the Contract Documents.

2. Contractor agrees to repair or replace all of the Work that may prove to be defective in workmanship or material and any other adjacent Work that may be displaced in connection with such replacement within a period of _____ **YEAR(S)** from the date of Completion as defined in the Contract, ordinary wear and tear and unusual abuse or neglect excepted. The date of completion is _____, 20___.

3. In the event Contractor fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by District, but not later than **TEN (10)** calendar days after being notified in writing by District, Contractor authorizes District to proceed to repair or replace the defective Work at the expense of Contractor. Contractor shall pay the costs and charges therefor upon demand.

4. **Representatives to be contacted for service subject to the terms of Contract:**

   NAME: _____

   ADDRESS: _____

   PHONE NO.: _____

   EMAIL: _____

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00700

TABLE OF CONTENTS

GENERAL CONDITIONS

1. CONTRACT TERMS AND DEFININTIONS

- 1.1. Definitions 4
- 1.2. Assignment 7
- 1.3. Prohibited Interests 7
- 1.4. Notice and Service Thereof 7
- 1.5. Substitution 7

2. DISTRICT

- 2.1. Occupancy 8
- 2.2. District's Status 8
- 2.3. District's Decisions 8

3. ARCHITECT 8

4. CONSTRUCTION MANAGER 9

5. INSPECTOR, INSPECTIONS AND TESTS

- 5.1. Inspection Fees For Permanent Utilities 9
- 5.2. District's Inspector 9
- 5.3. Tests And Inspections 10

6. CONTRACTOR

- 6.1. Workers 10
- 6.2. Laws And Regulations 11
- 6.3. Permits And Licenses 11
- 6.4. Materials 11
- 6.5 Contractor's Supervision 12
- 6.6. Documents On Work 12
- 6.7. Protection of Work And Property 12
- 6.8. Cleaning Up 13
- 6.9. Fingerprinting 13
- 6.10. Drugs, Tobacco, Alcohol, Animals 14

7. SUBCONTRACTOR 14

8. OTHER CONSTRACTS/CONTRACTORS 15

9. DRAWINGS AND SPECIFICATIONS 15

- 9.1. Contract Documents 15
- 9.2. Interpretations 15
- 9.3. Standards, Rules, and Regulations 16
- 9.4. Copies Furnished 16
- 9.5. Ownership of Drawings 16
- 9.6. Examination of Contract Documents 16
- 9.7. Additional Instructions 16

9.8. Quality of Parts, Construction and Finish 16
9.9. Contractor's Variation from Contract Document Requirements 16

10. CONTRACTOR'S SUBMITTALS AND SCHEDULES
10.1. Progress Schedule 17
10.2 Submittals 17
10.3 Shop Drawings 17

11. SITE ACCESS, CONDITIONS AND REQUIREMENTS
11.1. Easements 18
11.2. Surveys 18
11.3. Sanitary Facilities 18
11.4. Layout And Field Engineering 18
11.5. Removal of Hazardous Materials 18
11.6. Cutting and Patching 19
11.7. Access to Work 19
11.8. Soils Investigation Report 19
11.9. Compliance With State Storm Water Permit for Construction 19
11.10. Utilities 20
11.11. Temporary Facilities 20

12. TRENCHES
12.1. Trenches and Excavations Five Feet or More in Depth 20
12.2. Trenches and Excavations Deeper Than Four Feet 20

13. INSURANCE AND BONDS
13.1. Contract Security 21
13.2. Workers' Compensation Insurance 21
13.3. Commercial General Liability And Property Damage Insurance 22
13.4. Automobile Liability Insurance 23
13.5. Proof Of Carriage of Insurance 23
13.6. Substitution Of Security 24

14. WARRANTY/GUARANTEE/INDEMNITY
14.1. Guarantee 25
14.2. Indemnification 26
14.3. Patents, Royalties, And Indemnities 26

15. TIME
15.1. Time For Completion 36
15.2. Inclement Weather 27
15.3. Extension of Time 27
15.4. Determining Damage for Delay 27
15.5. Removal or Relocation of Main or Trunkline Utility Facilities 27

16. CHANGES TO THE WORK
16.1. Change Order Work 28

17. REQUEST FOR INFORMATION 30

18. PAYMENTS
18.1. Payments And Retention 31
18.2. Payments Withheld 32

18.3. Payments By Contractor 33

19. COMPLETION OF WORK
19.1. Closeout Submittals 33
19.2. Record ("As Built") Drawings 33

20. NONCONFORMING WORK AND CORRECTION OF WORK
20.1. Deductions For Uncorrected Work 33
20.2. Correction of Work Before Final Payment 33

21. TERMINATION AND SUSPENSION
21.1. District's Right To Terminate Contract 34

22. DISPUTES AND CLAIMS
22.1 Resolution of Construction Claims of $375,000 or Less 35
22.2 Resolution of Construction Claims in Excess of $375,000 36
22.3 Governing Law And Venue 38
22.4 Notification of Third Party Claims 38

23. LABOR, WAGES & HOUR, APPRENTICE AND RELATED PROVISIONS
23.1. Wage Rates, Payroll Records And Debarment 38
23.2. Debarment 41
23.3. Apprentices 41
23.4. Hours Of Work 41
23.5. Labor Compliance Monitoring And Enforcement 41
23.6. Labor/Employment Safety 42

24. MISCELLANEOUS
24.1. Excise Taxes 42
24.2. Assignment of Antitrust Actions 42
24.3. Provisions Required By Law Deemed Inserted 42

1. CONTRACT TERMS AND DEFININTIONS

1.1 Definitions

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

1.1.1. Adverse Weather: Weather that satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, heat, or cold conditions in excess of the norm for the location and time of year it occurred, (2) unanticipated, and (3) occurring at the Project Site.

1.1.2. Approval, Approved, and/or Accepted: Refer to written authorization, unless stated otherwise.

1.1.3. Architect: The individual, partnership, corporation, joint venture, or any combination thereof, named as Architect, that has the rights and authority assigned to the Architect in the Contract Documents. The term Architect means the District's Architect on this Project or the Architect's authorized representative.

1.1.4. As-Built Drawings: A reproducible full-size sets of drawings to be prepared on a monthly basis, and upon Project Completion, pursuant to the Contract Documents, that reflect changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed since the preceding monthly submittal.

1.1.5. Change Order: A written order to the Contractor authorizing an addition to, deletion from, or revision in the Work, and/or authorizing an adjustment in the Contract Price or Contract Time. If a Change Order is required to be approved by DSA, the District may call it a Construction Change Document.

1.1.6. Completion: When the entire Work shall have been completed to the satisfaction of District, including all punch list items. Final DSA approval of the Project is not required for Completion.

1.1.7. Construction Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Construction Manager is used on the Project, then all references in the Contract Documents to Construction Manager shall be read to refer to District.

1.1.8. Construction Schedule: The progress schedule of construction of the Project as provided by Contractor and approved by District.

1.1.9. Contract, Contract Documents: The Contract consists exclusively of the documents evidencing the agreement of the District and Contractor, identified as the Contract Documents. The Contract Documents consist of the following documents:

1.1.9.1. Invitation to Bid
1.1.9.2. Instructions to Bidders
1.1.9.3. Bid Form
1.1.9.4. Bid Bond (Security)
1.1.9.5. Designated Subcontractors List
1.1.9.6. Noncollusion Affidavit
1.1.9.7. Worker's Compensation Certification
1.1.9.8. Prevailing Wage and Related Labor Requirements Certification
1.1.9.9. Disabled Veteran's Business Enterprise Participation Certification
1.1.9.10. Drug-Free Workplace Certification

1.1.9.11. Tobacco-Free Environment Certification
1.1.9.12. Criminal Background Investigation/Fingerprinting Certification
1.1.9.13. Escrow of Bid Documentation (if applicable)
1.1.9.14. Escrow Agreement for Security Deposits in Lieu of Retention
1.1.9.15. Performance Bond
1.1.9.16. Payment Bond (Contractor's Labor and Material Bond)
1.1.9.17. Agreement
1.1.9.18. Warranty and Guarantee Form
1.1.9.19. General Conditions
1.1.9.20. Special Conditions
1.1.9.21. Project Plans, Specifications, Technical Specifications, and Drawings
1.1.9.22. Change Orders or written modifications to the above documents if approved in writing by the District

1.1.10. Contract Price: The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.1.11. Contract Time: The time period stated in the Agreement for the Completion of the Work.

1.1.12. Contractor: The person or persons identified in the Agreement as contracting to perform the Work , or the legal representative of such person(s).

1.1.13. Daily Job Report(s): Daily Project reports prepared by the Contractor's employee(s) who are present on Site, which shall include the information required herein.

1.1.14. Day(s): Unless otherwise designated, day(s) means calendar day(s).

1.1.15. District: The public agency or the school district for which the Work is performed.

1.1.16. Drawings: (or "Plans") The graphic and pictorial portions of the Contract Documents showing the design, location, scope and dimensions of the Work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams.

1.1.17. DSA: Division of the State Architect.

1.1.18. Force Account Directive: A process that may be used when the District and the Contractor cannot agree on a price for a specific scope of work or before Contractor prepares a price for the scope of work, Contractor performs on a time and materials basis.

1.1.19. Labor Compliance Program: (or "LCP") The program and related documents and practices necessary for the program by which the District and/or the California Department of Industrial Relations ensures that Contractor and all Subcontractors pay prevailing wages to all workers performing Work on the Project.

1.1.20. Premises: The real property owned by the District on which the Project Site is located.

1.1.21. Product(s): New material, machinery, components, equipment, fixtures and systems forming the Work, including existing materials or components required and approved by the District for reuse.

1.1.22. Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by Contractor to illustrate a material, product, or system for a scope of the Work.

1.1.23. Project: The planned undertaking as provided for in the Contract Documents.

1.1.24. **Project Inspector**: (or "Inspector") The individual(s) retained by the District in accordance with title 24 of the California Code of Regulations to monitor and inspect the Project.

1.1.25. **Program Manager:** The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Program Manager is designated for the Project then all references to Project Manager shall refer to District.

1.1.26. **Provide**: Shall include "provide complete in place," that is, "furnish and install," and "provide complete and functioning as intended in place" unless specifically stated otherwise.

1.1.27. **Request for Information**: (or "RFI") A written request prepared by the Contractor requesting that the Architect provide additional information necessary to clarify or amplify an item in the Contract Documents that the Contractor believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address issues that have arisen under field conditions.

1.1.28. **Request for Substitution**: A request by Contractor to substitute an equal or superior material, product, thing, or service for a specific material, product, thing, or service that has been designated in the Contract Documents by a specific brand or trade name.

1.1.29. **Safety Orders**: Written and/or verbal orders for construction issued by the California Division of Industrial Safety ("CalOSHA") or by the United States Occupational Safety and Health Administration ("OSHA").

1.1.30. **Safety Plan**: Contractor's safety plan specifically adapted for the Project. Contractor's Safety Plan shall comply with all provisions regarding Project safety, including all applicable provisions in these General Conditions.

1.1.31. **Samples**: Physical examples that illustrate materials, products, equipment, finishes, colors, or workmanship and that, when approved in accordance with the Contract Documents, establish standards by which portions of the Work will be judged.

1.1.32. **Shop Drawings**: All drawings, prints, diagrams, illustrations, brochures, schedules, and other data that are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, that illustrate how specific portions of the Work shall be fabricated or installed.

1.1.33. **Site**: The Project site as shown on the Drawings.

1.1.34. **Specifications**: That portion of the Contract Documents, Division 1 through Division 17, and all technical sections, and addenda to all of these, if any, consisting of written descriptions and requirements of a technical nature of materials, equipment, construction methods and systems, standards, and workmanship.

1.1.35. **Subcontractor**: A contractor and/or supplier who is under contract with the Contractor or with any other subcontractor, regardless of tier, to perform a portion of the Work.

1.1.36. **Submittal Schedule:** The schedule of submittals as provided by Contractor and approved by District.

1.1.37. **Surety**: The person, firm, or corporation that executes as surety the Contractor's Performance Bond and Payment Bond, and must be a California admitted surety insurer as defined in the Code of Civil Procedure section 995.120.

1.1.38. **SWPPP**: The District's Storm Water Pollution Prevention Plan.

1.1.39. Work: All labor, materials, equipment, components, appliances, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for the construction and Completion of the Project.

1.2. Assignment

Contractor shall not assign this Contract or any part thereof without prior written consent of District. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of the Work called for under said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure, and/or the Government Code. If Contractor attempts to make such an assignment without such consent, Contractor shall nevertheless remain legally responsible for all obligations under the Contract.

1.3. Prohibited Interests

No official of the District and no District representative who is authorized in such capacity and on behalf of the District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall be or become directly or indirectly interested financially in this Contract or in any part thereof. No officer, employee, attorney, engineer or inspector of or for the District who is authorized in such capacity and on behalf of the District to exercise any executive, supervisory or other similar functions in connection with construction of the Project, shall become directly or indirectly interested financially in this Contract or in any part thereof.

1.4. Notice And Service Thereof

1.4.1. Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by the duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

1.4.1.1 If notice is given to District, by personal delivery thereof to District's representative or by depositing same in United States mail, enclosed in a sealed envelope addressed to District for attention of said representative or District, postage prepaid and registered;

1.4.1.2. If notice is given to Contractor, by personal delivery thereof to said Contractor or to his foreman at site of the Project, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at his regular place of business or at such other address as may have been established for the conduct of work under this contract, postage prepaid and registered;

1.4.1.3. If notice is given to surety or other person, by personal delivery to such surety or other person or by depositing same in United States mail, enclosed in a sealed envelope addressed to such surety or person at the address of such surety or person last communicated by him to party giving notice, postage prepaid and registered.

1.4.1.4. If notice is served by mail, it shall be deemed received and all time periods associated with the giving of notice shall run from the third day after mailing.

1.5. Substitution

Pursuant to Public Contract Code Section 3400(b) the District may make a finding that designates certain products, things, or services by specific brand or trade name. If the District decides to designate certain products, then a

process for requesting substitutions will be set forth.

2. DISTRICT

2.1. Occupancy

District reserves the right to occupy buildings at any time before completion, and such occupancy shall not constitute final acceptance of any part of the Work covered by this Contract.

2.2. District's Status

2.2.1. In general and where appropriate and applicable, the District may designate a staff member to be the District's representative during the construction period and shall observe the progress and quality of the Work on behalf of the District. He or she shall have the authority to act on behalf of District only to the extent expressly provided in the Contract Documents. After consultation with the Inspector and after using his best efforts to consult with the District, the District shall have authority to stop work whenever such stoppage may be necessary in his reasonable opinion to insure the proper execution of the Contract Documents.

2.2.2. Contractor further acknowledges that the District shall be, in the first instance, the judge of the performance of this Contract.

2.3. District's Decisions

Contractor shall promptly notify the District in writing if the District fails within a reasonable time, to make decisions on all claims of the District or Contractor and on all other matters relating to, the execution and progress of the Work.

3. ARCHITECT

3.1. Architect shall have the authority to act on behalf of District to the extent expressly provided in the Contract Documents and to the extent determined by District to, among other things, observe the progress and quality of the Work on behalf of the District. Architect shall have authority to reject materials, workmanship, and/or the Work whenever rejection may be necessary, in Architect's reasonable opinion, to insure the proper execution of the Contract.

3.2. Architect shall, with the District and on behalf of the District, determine the amount, quality, acceptability, and fitness of all parts of the Work, and interpret the Specifications, Drawings, and shall, with the District, interpret all other Contract Documents.

3.3. Architect shall have all authority and responsibility established by law, including title 24 of the California Code of Regulations.

3.4. Contractor shall provide District and the Construction Manager with a copy of all written communication between Contractor and Architect at the same time as that communication is made to Architect, including, without limitation, all RFIs, correspondence, submittals, claims, and proposed change orders.

3.5. In case of ambiguity, conflict, or lack of information, Architect shall furnish with reasonable promptness, additional instructions by means of drawing or otherwise, necessary for proper execution of work. All such

drawings and instruments shall be consistent with Contract documents, true developments thereof, and reasonably inferable therefrom.

4. CONSTRUCTION MANAGER

4.1. If a Construction Manager is used on this Project, the Construction Manager will provide administration of the Contract on the District's behalf. After execution of the Contract and Notice to Proceed, all correspondence and/or instructions from Contractor and/or District shall be forwarded through the Construction Manager. The Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures or for safety precautions in connection with the Work, which shall all remain the Contractor's responsibility.

4.2. Construction Manager, however, will have authority to reject materials and/or workmanship not conforming to the Contract Documents, as determined by the District, the Architect, and/or the Project Inspector. Construction Manager shall also have the authority to require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Any decision made by Construction Manager, in good faith, shall not give rise to any duty or responsibility of the Construction Manager to the Contractor, any Subcontractor, their agents, employees, or other persons performing any of the Work. Construction Manager shall have free access to all parts of Work at any time.

4.3. If the District does not use a Construction Manager on this Project, all references to Construction Manager or CM shall be read as District.

5. INSPECTOR, INSPECTIONS AND TESTS

5.1. Inspection Fees for Permanent Utilities

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by District.

5.2. District's Inspector

5.2.1 All Inspectors shall be retained by the District.

5.2.2 If applicable, an inspector will be employed by District in accordance with requirements of Title 24 of the California Code of Regulations and will be assigned to the work. His duties are specifically defined in Part 1, Title 24, Section 4-342 of the California Code of Regulations.

5.2.3 All work shall be under the observation of said inspector. He shall have free access to any or all parts of work at any time. Contractor shall furnish inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting progress and manner of Work and character of materials. Inspection of Work shall not relieve Contractor from any obligation to fulfill this contract. Inspector or District shall have authority to stop Work whenever the provisions of the Contract Documents are not being complied with and Contractor shall instruct his employees accordingly.

5.2.4 **In-plant Inspection.** In-plant inspection and material testing shall be accomplished under the supervision of the District Architect. The Contractor shall notify the District Architect and the designated inspectors at least forty-eight (48) hours prior to commencing work. The manufacturer shall provide the inspector with

full access to all plant operations involving work under this Contract and shall advise the inspector in advance of the time and place when operations that the inspector wants to observe take place. Before the building(s) are removed from the plant for delivery to the storage facility or from the storage facility to the site, the inspector and District Architect shall determine that they are acceptable and issue a written release, which shall be in the form of a Verified Report (Form SSS-6) A copy of the Inspector's Verified Report and Agency Architect's punchlist shall accompany each building to storage of the site(s).

5.2.5 **On-site Inspection.** The Site Inspector shall do on-site inspection. All work, which the manufacturer or his subcontractors perform at the site, shall be subject to the inspection of the site inspector. The manufacturer will furnish the site inspector with such information as may be necessary to keep him fully informed as to progress of work and dates when site work will occur. The Contractor shall notify the District at least seventy-two (72) hours prior to commencing on-site work.

5.3. Tests And Inspections

5.3.1 If the Contract Documents, the District Representative, or any instructions, laws, ordinances, or public authority require any part of the Work to be tested or approved, Contractor shall provide the District Representative at least TWO (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the District, Contractor shall promptly inform the District of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by the District. Costs for District testing and District inspection shall be paid by the District. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.

5.3.2. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.

5.3.3. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the District, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.

5.3.4. In advance of the manufacturing of materials to be supplied by Contractor, which must be tested or inspected, Contractor shall notify the District so that the District may arrange for testing at the source of supply. Any materials, which have not satisfactorily passed such testing, and inspection shall not be incorporated into the Work.

5.3.5. The District may order reexamination of the Work. If so ordered, the Work must be uncovered or deconstructed by Contractor. If the Work is found to be in accordance with the Contract Documents, the District shall pay the costs of reexamination and reconstruction. If such Work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

6. CONTRACTOR

6.1. Workers

6.1.1. Contractor shall at all times enforce strict discipline and good order among his employees. Contractor shall not employ on work any unfit person or anyone not skilled in work assigned to him.

6.1.2. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be

dismissed from work and shall not again be employed on it except with the written consent of District.

6.1.3. The District reserves the right to request that the Project Supervisor be replaced immediately.

6.2. Laws And Regulations

6.2.1. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of the Work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify the District in writing and any necessary changes shall be adjusted as provided in contract for changes in the Work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to District, he shall bear all costs arising therefrom.

6.2.2. Contractor shall be responsible for familiarity with the Americans with Disabilities Act (ADA) (42 USC 12101 et seq.). Installations of equipment and other devices shall be in compliance with ADA regulations.

6.3. Permits And Licenses

6.3.1. District shall obtain and pay for all other permits and licenses required for the Work, including excavation permit and for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under the jurisdiction of public agencies other than the District.

6.3.2. The District shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities.

6.3.3. Before acceptance of the Project, the Contractor shall submit all licenses, permits, and required approvals to the District.

6.4. Materials

6.4.1. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendency, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.

6.4.2. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality.

6.4.3. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as required. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

6.4.4. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon completion of all Work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by him, to District free from any claims, liens, or charges. Contractor further agrees that neither he nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to a lien upon premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions, title to which is commonly

retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof. Nothing contained in this article, however, shall defeat or impair right of persons furnishing material or labor under any bond given by Contractor for their protection or any rights under any law permitting such persons to look to funds due to Contractor in the hands of the District, and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

6.4.5. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the District or any independent contractor.

6.5. Contractor's Supervision

6.5.1. Unless personally present on the premises where the Work is being done, Contractor shall keep on the Work, during its progress, a competent (project) superintendent.

6.5.2. Contractor shall give efficient supervision to the Work, using his best skill and attention to control safety and job coordination. He shall carefully study and compare all drawings, specifications, and other instructions and shall at once report to District any error, inconsistency or omission which he may discover. The Contractor shall not be liable to District for any damage resulting from errors or deficiencies in the Contract Documents or other instructions by the District.

6.6. Documents on Work

6.6.1. Contractor shall keep one copy of all Contract Documents, including addenda, change orders, Division I, Title 21 of the California Code of Regulations, Parts 1-5 and 12 of Title 24 of the California Code of Regulations, and the prevailing wage rates applicable at the time of the Contract, which are a part of Contract Documents, on the job at all times. Said documents shall be kept in good order and shall be available to the District and District representative. Contractor shall be acquainted with and comply with the provisions of said Titles 21 and 24 as they relate to this Project. (See particularly Duties of the Contractor, Title 24 California Code of Regulations, section 4-343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to this project, particularly Titles 17, 19, 21 and 24.

6.7. Protection of Work And Property

6.7.1. The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence arising from or in connection with the prosecution of this Contract. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and the Contract Documents. Contractor shall take all necessary precautions for the safety of employees on the project and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of his organization on the Work, whose duty shall be prevention of accidents.

6.7.2. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special

instruction or authorization from the District, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so authorized or instructed by the District. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

6.7.3. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto. Contractor shall:

6.7.3.1. Deliver materials to the building area over a route agreed upon with the District.

6.7.3.2. Confine Contractor's apparatus, the storage of materials, and the operations of his workers to limits indicated by law, ordinances, permits, or directions of District. Contractor shall not unreasonably encumber the premises with his materials. Contractor shall enforce all instructions of the District regarding signs, advertising, fires, danger signals, barricades, and smoking and require that all persons employed on work comply with all regulations while on the construction site.

6.7.3.3. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, licensed in the State of California, at no cost to the District.

6.8. Cleaning Up

Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by this Work. Contractor shall not leave debris under, in, or about the premises. Upon completion of the Work, Contractor shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration.

6.9. Fingerprinting

The determination of fingerprinting requirements are set forth in the Special Conditions.

6.9.1. Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving More than Limited Contact with Students.

6.9.1.1. If the District determines based on the totality of the circumstances concerning the Project that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have contact other than limited contact with pupils, by execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school facility where the Contractor and/or Contractor's employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation. In accordance with Education Code section 45125.2 the Contractor shall, at Contractor's own expense, (a) install a physical barrier to limit contact with students by Contractor and/or Contractor's employees, or (b) provide for the continuous supervision and monitoring of the Contractor and/or Contractor's employees by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice, or (c) provide for the surveillance of the Contractor and

Contractor's employees by a District employee; and (d) Contractor and Contractor's employees shall not use student restroom facilities;

6.9.2. Contracts for Construction, Reconstruction Rehabilitation or Repair of a School Facility Involving Only Limited Contact With Students.

6.9.2.1 If the District determines based on the totality of the circumstances concerning the Project that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have only limited contact with pupils, by execution of the Agreement/Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation or repair of a school facility involving only limited contact with students. Accordingly, the parties agree that the following conditions apply to any work performed by the Contractor and/or Contractor's employees on a school site: (1) Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Contractor and/or Contractor's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location Contractor and/or Contractor's employees shall not change locations without contacting the school office; (4) Contractor and Contractor's employees shall not use student restroom facilities; and (5) If Contractor and/or Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

6.10. Drugs, Tobacco, Alcohol, Animals

The Contractor shall prohibit and take all steps necessary to ensure that its and its subcontractors' employees do not possess, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the Project site. The Contractor shall take all necessary steps to ensure that its and its subcontractor's employees comply with ail applicable District policies and directives relating to appearance and behavior on school sites and/or District property. The Contractor shall prohibit and prevent its employees and subcontractor's employees from bringing any animal onto the Project.

7. SUBCONTRACTOR

7.1. Contractor agrees to bind every subcontractor by terms of the Contract as far as such terms are applicable to subcontractor's work. If Contractor subcontracts any part of this Contract, Contractor shall be as fully responsible to District for the acts and omissions of his subcontractor and of persons either directly or indirectly employed by his subcontractor, as he is for acts and omissions of persons directly employed by himself. Nothing contained in these Contract Documents shall create any contractual relation between any subcontractor and District. The District shall be deemed to be the third party beneficiary of the Contract between the contractor and the subcontractor.

7.2. District's consent to or approval of any subcontractor under this Contract shall not in any way relieve Contractor of his obligations under this Contract and no such consent or approval shall be deemed to waive any provision of this Contract. The District reserves the right of approval of all subcontractors proposed for use on this Project, and to this end, may require financial, performance and such additional information as is needed to secure this approval. If a subcontractor is not approved, the Contractor shall promptly submit another of the same trade for approval.

7.3. Substitution or addition of subcontractors shall be permitted only as authorized in California Public Contract Code Sections 4100 et seq.

8. OTHER CONSTRACTS/CONTRACTORS

8.1. District reserves the right to let other contracts in connection with this Work or other work at the same site. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate his Work with theirs.

8.2. To insure proper execution of his subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the District any discrepancy between executed work and the Contract Documents.

8.3. Contractor shall ascertain to his own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by District in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at the Project site. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, District shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously.

9. DRAWINGS AND SPECIFICATIONS

9.1. Contract Documents.

Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intention of documents is to include all labor and materials, equipment, and transportation necessary for the proper execution of the work. Materials or work described in words which as applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

9.2. Interpretations.

Drawings and specifications are intended to be fully cooperative and to agree. However, if Contractor observes that drawings and specifications are in conflict, he shall promptly notify the District in writing and any necessary changes shall be adjusted as provided in the contract for changes in work. If such conflict arises, the following order of precedence shall generally apply, provided, however, that the order of precedence shall not be so rigidly interpreted as to affect an absurd or costly result:

9.2.1 Special Conditions shall take precedence over General Conditions.

9.2.2 Technical Specifications implement, in additional detail, the requirements of the General Conditions. In the event of conflict between the Technical Specifications and the General Conditions, the General Conditions shall take precedence.

9.3. Standards, Rules, and Regulations

Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified.

9.4. Copies Furnished

Contractor will be furnished, free of charge, copies of drawings and specifications as set forth in Special Conditions. Additional copies may be obtained at cost of reproduction.

9.5. Ownership of Drawings

9.5.1 All drawings, specifications, and copies thereof furnished by District are its property. They are not to be used on other work and with exception of signed contract sets, are to be returned to District on request at completion of work.

9.5.2 In the event the contract requires the use of Contractor trade secrets, copyrights, proprietary systems of the release of said information, a confidential agreement (non-Disclosure Agreement) may be required by Contractor.

9.6. Examination of Contract Documents

Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the District Representative of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.

9.7. Additional Instructions

After notification of any error, inconsistency, ambiguity, conflict or lack of detail or explanation, the District Representative will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of the Work.

9.8. Quality of Parts, Construction and Finish

All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall Contractor proceed with the Work without obtaining first from the District Representative such approval as may be necessary for the proper performance of Work.

9.9. Contractor's Variation from Contract Document Requirements

If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the District Representative may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

10. CONTRACTOR'S SUBMITTALS AND SCHEDULES

10.1. Progress Schedule

10.1.1. Within SEVEN (7) days after the date of the request from the District, Contractor shall prepare a baseline progress schedule in hard copy and electronic form and shall submit this schedule for the District's approval. The schedule shall include milestones and shall include the "critical path" of construction. Contractor's failure to incorporate all elements of work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all work required for a completed project within the specified contract time period, notwithstanding the District's acceptance of the schedule.

10.1.2. Such schedule shall indicate graphically the beginning and completion dates of all phases of construction, and shall indicate the critical path for all critical, sequential time related activities. All required schedules shall indicate "float time" for all "slack" or "gaps" in the non-critical activities. Submitted construction schedules shall have a duration which does not exceed the contract time.

10.2. Submittals

10.2.1. As applicable to the Contractor's scope of work, Contractor shall furnish for approval, within THIRTY (30) days following execution of the Contract, material lists and certifications, mix designs, schedules, and other submittals, as required in the specifications.

10.2.2. Contractor will provide samples and submittals, together with catalogs and supporting data required by District within a reasonable time period so as not to cause delays on the Project.

10.2.3. This provision shall not authorize any extension of time for performance of this Contract. The District representative will check and approve such samples only for conformance with the design concept of the Work and for compliance with information given in Contract Documents. Work shall be in accordance with approved samples. District action will be taken within ten (10) calendar days after receiving such samples and submittals. If in the District's professional judgment ten (10) days is an insufficient amount of time to permit adequate review, District shall, within the initial ten (10) day period, notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond.

10.2.4. If the District's response results in a change in the Project, then such change shall be effected by a written change order.

10.3. Shop Drawings

10.3.1. Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in his own Work or in that of any other contractor, subcontractor, District, other independent contractor or worker on the Project, three (3) copies and/or electronic copies of all shop or setting drawings, schedules, and materials list, and all other submittals in accordance with other provisions of the contract required for the work of various trades. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to District. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the

cover sheet of the submittal.

10.3.2. Contractor shall advise District immediately, if District has not checked and approved with reasonable promptness, such schedules and drawings for conformance with the design concept of the Project and compliance with information given in the Contract Documents. Contractor shall make any corrections required by District, file with him three (3) corrected copies and/or electronic copies, and furnish such other copies or electronic copies as may be needed for construction. District's approval of such drawings or schedules also shall not relieve Contractor from responsibility for deviations from drawings or specifications unless he has in writing called the District's attention to such deviations at time of submission and has secured his written approval. The District's approval of such drawings and schedules also shall not relieve Contractor from responsibility for errors in shop drawings or schedules. For purposes of this section "reasonable promptness" shall mean such reasonable promptness as to cause no delay in the Work or in the activities of the District, Contractor or separate contractors, while allowing sufficient time in the District's professional judgment to permit adequate review.

11. SITE ACCESS, CONDITIONS AND REQUIREMENTS

11.1. Easements

Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the District, unless otherwise specified.

11.2. Surveys

Surveys to determine location of property lines and corners will be supplied by the District. Surveys to determine locations of construction, grading, and site work shall also be provided by the District.

11.3. Sanitary Facilities

Sanitary Facilities shall be supplied by the District.

11.4. Layout And Field Engineering

11.4.1. District shall provide and maintain for the Contractor the locations of four (4) corners of the building(s) an finish floor elevations.

11.4.1. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility, and general character of the Site and for having satisfied itself as to the conditions under which the Work is to be performed.

11.5. Removal of Hazardous Materials

11.5.1. Since removal and/or abatement of asbestos, PCBs and other toxic wastes and hazardous materials is a specialized field of work with specialized insurance requirements, unless otherwise specified in the Contract Documents, the District shall contract directly for such specialized services, if required, and shall not require the Contractor to subcontract for such services.

11.5.2. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the District, inspector, and District in writing. The work in the affected area shall not thereafter be resumed except by written

agreement of the District and Contractor if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or PCB, or when it has been rendered harmless, by written agreement of the District and Contractor, or by resolution pursuant to Section 22.3.

11.6. Cutting And Patching

All required cutting and patching of site condition, asphalt or concrete is not a part of this contract.

11.7. Access To Work

District and its representatives shall at all times have access to the Work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access so that the District's representatives may perform their functions under the Contract.

11.8. Soils Investigation Report

11.8.1. When a soils investigation report obtained from test holes at Site is available, that report shall be available to the Contractor and shall be a part of the Contract.

11.8.2. Any soils and investigation reports required by DSA to be provided by the District.

11.8.3. Any soils mitigation or treatment needed per recommendations of Soils Investigation Report shall be provided by the District.

11.9. Compliance With State Storm Water Permit for Construction

As required per the Contractor's Scope of Work:

11.9.1. The Contractor shall be required to comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. The District shall be responsible for filing the Notice of Intent and for obtaining the Permit. The District shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating Work

11.9.2. Contractor shall be responsible for complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District.

11.9.3. Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

11.9.4. Failure to comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless the District, its Board members, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its Board members, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting

from the negligence or willful misconduct of the District, its Board members, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for delay in completing the Contract in accordance with Article 6 hereof, caused by Contractor's failure to comply with the Permit.

11.10. Utilities

All utilities, including, but not limited to electricity, water, and gas, used on work shall be furnished and paid for by the District.

11.11. Temporary Facilities

Temporary water, electric light and power, corporation yard, parking, and toilet facilities as may be required at each site and compliance with such requirements and restrictions for their use as may be prescribed by authorities having jurisdiction shall be the responsibility of the District.

12. TRENCHES

12.1. Trenches and Excavations Five Feet or More in Depth

The Contractor shall submit to the District, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If the plan varies from shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations. The Contractor shall not commence any excavation work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the site prior to the commencement of any excavation.

12.2. Trenches and Excavations Deeper than Four Feet

If Work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

12.2.1 Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

12.2.2 Subsurface or latent physical conditions at the site differing from those indicated, including geological, soils, or water table issues that impede construction or increase the construction cost.

12.3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

12.4. The District shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in these General Conditions. If asbestos-related work or hazardous substance removal is required that is not disclosed in the Contract Documents, such work shall be performed pursuant to a contract separate from any other Work to

be performed as required by Section 25914.2 of the Health and Safety Code, as may be amended from time to time.

12.5. In the event that a dispute arises between the District and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the parties.

13. INSURANCE AND BONDS

13.1. Contract Security

At the request of the District, prior to commencing any portion of the Work, the Contractor shall apply for and furnish the District separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California. All bonds shall be submitted on the District's approved form.

13.2. Worker's Compensation Insurance

13.2.1. The Contractor shall provide, during the life of this Contract, workers' compensation insurance for all of his employees engaged in work under this Contract, on or at the site of the Project, and, in case any of his work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the site of the Project, is not protected under the workers' compensation statutes, the Contractor shall provide or shall cause a
subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor shall file with the District certificates of his insurance protecting workers.

13.2.2. Company or companies providing insurance coverage shall be acceptable to the District, and in the following form and coverage.

13.2.2.1. Statutory Workers' Compensation and Employer's Liability Coverage: Contractor shall maintain insurance to afford protection for all claims under California Workers' Compensation Act and other employee benefit acts, and in addition, shall maintain Employer's Liability Insurance for a minimum limit of $1,000,000. The Workers' Compensation Policy shall include the following endorsements, copies of which shall be provided to District:

13.2.2.1.1. The Voluntary Compensation Endorsement; and

13.2.2.1.2. Broad Form All States Endorsement; and

13.3. Commercial General Liability And Property Damage Insurance

13.3.1. Contractor shall procure and maintain during the life of this Contract and for such other period as may be required herein, at its sole expense, such comprehensive general liability insurance or commercial general liability and property damage insurance as shall protect Contractor and District from all claims for bodily (personal) injury, including accidental death, as well as claims for property damage arising from operations under this Contract, and other covered loss, however occasioned, occurring during the policy term. Such policy shall comply with all the requirements of this article, and shall be in the form and amounts as set forth in the Special Conditions. The limits set forth in the Special Conditions shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the District, and shall not preclude the District from taking such other actions available to the District under other provisions of the Contract Documents or law.

13.3.2. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold District harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by District as a result thereof.

13.3.3. Company or companies providing insurance coverage shall be acceptable to the District and authorized to conduct business in the State of California.

13.3.4. Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's board of trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, and the District's consultants, individually and collectively, as additional insured using form CG2010 11-85 or equivalent which must include products and completed operations coverage, broad form property damage coverage, coverage for collapse, explosion and underground, and include independent contractor coverage.

13.3.5. The coverage afforded by the additional insured endorsement described in paragraph (d) above, shall apply as primary insurance, and any other insurance maintained by District, the members of District's Board of Trustees, or its officers, agents, employees and volunteers, or any self-funded program of District, shall be in excess only and not contributing to such coverage.

13.3.6. Contractor shall notify District in writing of the amount, if any, of self-insured retention provided under the General Liability coverage, with a maximum limit of $25,000. District may approve higher retention amounts, based upon review of documentation submitted by Contractor. Such review shall take into consideration Contractor's net worth and reserves for payment of claims of liability against Contractor, which must be sufficient to adequately compensate for the lack of other insurance coverage required hereunder.

13.3.7. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in Article 25 hereof, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, District may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement, products and completed operations coverage and broad form property damage described in paragraphs (d) and (e), above. To the extent that the umbrella insurer requires notice of changes to the primary policy, notice will be considered to be given and not prejudice the District's rights to recover under the umbrella policy.

13.3.8. Contractor and District release each other, and their respective authorized representatives, from any Claims (as further defined in Article 25), but only to the extent that the proceeds received from any policy of liability insurance carried by District or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of liability insurance provided by Contractor hereunder shall be a standard waiver of rights of subrogation against District by the insurance company issuing said policy or policies.

13.3.9. If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

13.3.9.1. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).

13.3.9.2. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract, including the requirement of adding all additional insureds.

13.3.9.3. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Contract.

13.3.9.4. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

13.3.10. Contractor's failure to procure the insurance specified herein, or failure to deliver certified copies or appropriate certificates of such insurance, or failure to make the premium payments required by such insurance, shall constitute a material breach of the Contract, and District may, at its option, terminate the Contract for any such default by Contractor.

13.3.11. The requirements as to the types and limits of insurance coverage set forth herein and in the Special Conditions to be maintained by the Contractor, and any approval of said insurance by the District or its insurance advisor(s), are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Agreement, including, but not limited to, the provisions concerning indemnification.

13.3.12. District shall retain the right at any time to review the coverage, form, and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

13.3.13. All deviations from the contractual insurance requirements stated herein must be approved in writing by District's risk manager.

13.4. Automobile Liability Insurance

Contractor shall take out and maintain at all times during the term of this Contract Automobile Liability Insurance in the amount of at least one million dollars ($1,000,000). Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

13.5. Proof Of Carriage of Insurance

13.5.1. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted

to and authorized to do business in the State of California unless waived, in writing, by the District Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VIII. Insurance deductibles or self-insured retentions must be declared by
the Contractor, and such deductibles and retentions shall have the prior written consent from the District. At the election of the District, the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and
defense costs and expenses.

13.5.2. Contractor shall cause its insurance carrier(s) to furnish the District with either 1) a properly executed original Certificates(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the District Risk Manager, provide original certified copies of policies including all
endorsements and all attachments thereto, showing such insurance is in full force and effect. The District, its directors and officers, employees, agents or representatives shall be named as additional insureds and a waiver of subrogation shall be provided in favor of those parties. Further, said Certificates(s) and policies of insurance shall contain the
covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the District prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the District may terminate or stop the Work pursuant to the Contract Documents, unless the District receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing the coverage set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Project site, or commence operations under this Contract until the District has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance, including all endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

13.5.3. It is understood and agreed to by the parties hereto and the insurance company(ies), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the District's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

13.5.4. Contractor shall pass down the insurance obligations contained herein to all tiers of sub contractors working under this Contract.

13.6. Substitution of Security

13.6.1. Upon the Contractor's request, the District will make payment of funds withheld from progress payments to ensure performance under the Contract pursuant to the requirements of Public Contract Code section 22300 if the Contractor deposits in escrow with the District or with a bank acceptable to the District, securities eligible for investment under Government Code section 16430, bank or savings and loan certificates of deposit, or other security mutually agreed to by the Contractor and the District, subject to the following conditions:

13.6.1.1. The Contractor shall bear the expense of the District and the escrow agent, either the District or the bank, in connection with the escrow deposit made.

13.6.1.2. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to

the amounts of retention to be paid to the Contractor pursuant to this section.

13.6.1.3. The Contractor shall enter into an escrow agreement satisfactory to the District, which agreement shall include provisions governing inter alia:

13.6.1.3.1. The amount of securities to be deposited,

13.6.1.3.2. The providing of powers of attorney or other documents necessary for the transfer of the securities to be deposited,

13.6.1.3.3. Conversion to cash to provide funds to meet defaults by the Contractor, including, but not limited to, termination of the Contractor's control over the work, stop payment notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the contract,

13.6.1.3.4. Decrease in value of securities on deposit,

13.6.1.3.5. The termination of the escrow upon completion of the contract.

13.6.1.4. The Contractor shall obtain the written consent of the surety to such agreement.

13.6.1.5. As an alternative to Contractor depositing into escrow securities of a value equivalent to the amounts of retention to be paid to the Contractor, upon Contractor's request, District will make payment of retentions earned directly to the escrow agent at the expense of Contractor pursuant to and in accordance with Public Contract Code section 22300.

14. WARRANTY/GUARANTEE/INDEMNITY

14.1. Guarantee

Contractor warrants to the District that material and equipment furnished under the Contract will be of the highest quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty does not cover damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the District, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. So long as District forwards written notification of any warranty item to Contractor within the warranty period, Contractor's obligation to correct the warranty item continues until the correction is made. In the event of failure of the Contractor to commence or pursue with diligence a defect within TEN (10) days after being notified in writing, the District is hereby authorized to proceed to have defects repaired and made good at expense of the Contractor who shall pay costs and charges therefore immediately on demand.

If, in the opinion of the District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District or to prevent interruption of operations of the District, the District will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the District's request for correction within TEN (10) days, the District may, notwithstanding the provisions of this article, proceed to make such correction or provide such attention. The costs of such correction or attention shall be charged

against the Contractor. Such action by the District will not relieve the Contractor of the guarantees provided in this article or elsewhere in this Contract.

This article does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District with all appropriate guarantee or warranty certificates upon completion of the project.

14.2. Indemnification

Contractor shall defend, indemnify and hold the District, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any act, omission, breach, or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of District's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its officials, officers, agents, employees and representatives. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse District, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

14.3. Patents, Royalties, And Indemnities

The Contractor shall hold and save the District and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

15. TIME

15.1. Time For Completion

The Project shall be commenced after District issues a Notice to Proceed and shall be completed by Contractor in the time specified in the Special Conditions. All Contract Documents, including the Contract, the necessary original Certificates of Insurance, Endorsements of Insurance, Performance Bond, Payment Bond and all other documentation and certification required by the Contract must be received by District within ten (10) days of Contract execution. The District has stipulated in the Special Conditions the schedule for contract submittals. The District is under no obligation to consider early completion of the Project and the contract completion date shall not be amended by the District's acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances receive additional compensation from the District for indirect, general, administrative or other forms of overhead costs for the period between the time of earlier completion proposed by the Contractor and the official contract completion date. If the Work is not completed in accordance with the foregoing, it is understood that the District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Special Conditions for each calendar day of delay until the Work is completed and accepted. Contractor and his surety shall be liable for the amount thereof. Any money due or to become due the Contractor may be retained to cover said

liquidated damages. Should such money not be sufficient to cover said liquidated damages, District shall have the right to recover the balance from the Contractor or his sureties, who will pay said balance forthwith.

15.2. Inclement Weather

Contractor shall abide by the District's determination of what constitutes inclement weather based upon the inspector or geotechnical engineer's recommendation. A bad weather day is a day when the weather causes unsafe work conditions or is unsuitable for work that should not be performed during inclement weather (e.g., exterior finishes). Time extensions shall only be granted when the work that is stopped during inclement weather is on the critical path of the Project schedule. The District's consideration of time extension
requests will take into account situations when rain days exceed the normal frequency and amount based on the closest weather station data averaged over the past three years, for the period of this Contract and when Contractor can show such rain days impact the critical path. Contractor shall be expected to perform all work he can possibly complete during inclement weather (e.g., interior work).

15.3. Extension of Time

Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to: acts of God, or of public enemy, acts of Government, acts of District or anyone employed by it or acts of another Contractor in performance of a contract with District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes. Contractor shall within ten (10) days of beginning of any such delay (unless District grants a further period of time prior to date of final settlement of the contract) notify District in writing of causes of delay. The District
shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the findings of fact justify such an extension. The District's findings of fact shall be final and conclusive on all parties. In case of a continuing cause of delay, only one claim is necessary. Time extensions to the Project should be requested by the Contractor as they occur and without delay. Regardless of the time lines in the schedule submitted by Contractor, no delay claims shall be accepted by District unless the event or occurrence delays the completion of the Project beyond the contractual completion date.

15.4. Determining Damages for Delay

District's liability to Contractor for delays for which District is responsible shall be limited to an extension of time for delays unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the contract was executed. Contractor agrees that the District's representative shall determine the actual costs to Contractor of any delay for which Contractor may claim damages from District. Such costs, if any, shall be directly related to the Project.

15.5. Removal or Relocation of Main or Trunkline Utility Facilities

The Contractor shall not be assessed for liquidated damages for delay in completion of the Project, when such delay was caused by the failure of the District of this Contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the Contract discovers any existing main or trunkline utility facilities not identified by the District in the Contract plans or specifications, he shall immediately notify the District and utility in writing. The public utility, where it is the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation

work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Such compensation shall be in accordance with the extra work provisions set out at Article 40 hereof. Alternatively, the District may make changes in the alignment and grade of the Work to obviate the need to remove, relocate, or temporarily maintain the utility, or the District may make arrangements with the owner of the utility for such work to be done at no cost to the Contractor.

Nothing herein shall preclude the District from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility. Further, nothing herein shall be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.

16. CHANGES TO THE WORK

16.1. Change Order Work

16.1.1 The District, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, the Contract amount and Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract amount or the Contract time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.

16.1.2 All claims for additional compensation to the Contractor shall be presented in writing before the expense is incurred and will be adjusted as provided herein. No work shall be allowed to lag pending such adjustment, but shall be promptly executed as directed, even if a dispute arises. No claim will be considered after the Work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.

16.1.3. **District Initiated Change.** The Contractor must submit a complete cost proposal, including any change in the Contract time, within SEVEN (7) days after receipt of a scope of a proposed change order, unless the District requests that proposals be submitted in less than SEVEN (7) days.

16.1.4. **Contractor Initiated Change.** The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within SEVEN (7) days of discovery of the facts giving rise to the proposed change order.

16.1.5. Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the District.

16.1.6. Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the District.

16.1.7. If the Contractor fails to submit the cost proposal within the SEVEN (7) day period (or as requested), the

District has the right to order the Contractor in writing to commence the Work immediately on a force account basis.

16.1.8. Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:

16.1.8.1 **Unit Cost.** If scope of work is included in Bid Matrix, said pricing shall be used.

16.1.8.2 **Labor.** The costs of labor will be the actual cost for published prevailing wages for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

16.1.8.2. **Materials.** The cost of materials reported shall be at invoice or the lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice.

16.1.8.3. **Tool and Equipment Use.** No payment will be made for the use of small tools, tools which have a replacement value of $1,000 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the Work is performed.

16.1.8.4. **Overhead. Profit and Other Charges.** The mark-up for overhead (including supervision) and profit on Work added to the Contract shall be according to the following:

16.1.8.4.1. "Net Cost" is defined as consisting of costs of labor, materials and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.

16.1.8.4.2. For Work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.

16.1.8.4.3. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor's Net Cost.

16.1.8.4.4. For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the Net Cost for Work to which the subcontractor and general contractor may each add an additional five (5 %) percent of the Net Cost of the lower tier subcontractor.

16.1.8.4.5. No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by District exceed twenty-five (25%) percent of the Net Cost as defined herein.

16.1.9. For added or deducted Work by subcontractors, the Contractor shall furnish to the District the subcontractor's signed detailed estimate of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.

16.1.10. For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the District a detailed estimate or quotation of the cost to the Contractor, signed by such vendor or supplier.

16.1.11. Any change in the Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.

16.1.12. If the District disagrees with the proposal submitted by Contractor, it will notify the Contractor and the District will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the District, a change order will be issued by the District. If no agreement can be reached, the District shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the District within fifteen (15) days of the issuance of the unilateral change order, disputing the terms of the unilateral change order.

16.1.13. No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the Work, including extra work, promptly and expeditiously.

16.1.14. Any alterations, extensions of time, extra work or any other changes may be made without securing consent of the Contractor's surety or sureties.

17. REQUEST FOR INFORMATION

17.1. Any Request for Information ("RFI") shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. Contractor shall make suggestions and interpretations of the issue raised by each RFI. An RFI cannot modify the Contract Price, Contract Time, or the Contract Documents.

17.2. Prior to submitting the RFI, Contractor shall diligently review the Contract Documents for information responsive to the RFI, including information incorporated by reference. Contractor should not issue an RFI regarding information contained in or inferable from the Contract Documents, including information incorporated by reference. An RFI is invalid if the RFI response is contained in or inferable from the Contract Documents.

17.3. Contractor shall be responsible for preparing and submitting each RFI so as to not cause delay to the progress of the Work nor to cause any impact to the Contractor's labor productivity.

18. PAYMENTS

18.1. Payments And Retention

18.1.1. Each month as soon as practicable after receipt of approved periodical estimate for partial payment, but in order to avoid the payment of interest, in any event within THIRTY (30) days of receipt of such periodical estimate, there shall be paid to Contractor a sum equal to ninety-five percent (95%) of the value of work performed up to the last day of the previous month, less the aggregate of previous payments. Upon receipt of a payment request, the District shall as soon as practicable determine whether the payment request is proper. If the request is determined not to be a proper payment request suitable for payment, it shall be returned to the Contractor as soon as practicable within SEVEN (7) days after receipt and shall be accompanied by a statement in writing as to the reasons why the payment request is not proper. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by Contractor on a form approved by the District and filed before the fifth (5^{th}) day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release Contractor or any bondsman from damages arising from such Work or from enforcing each and every provision of this Contract and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for Work performed so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains uncomplied with.

18.1.2. The final payment of five percent (5%) of the value of work done under this Contract, if unencumbered, shall be made within SIXTY (60) days after the date of completion of the Work, provided however, that in the event of a dispute between the District and the Contractor, the District may withhold from the final payment an amount not to exceed one hundred and fifty percent (150%) of the disputed amount. Completion means any of the following as provided by Public Contract Code section 7107:

19.1.2.1 The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the public agency, or its agent, accompanied by cessation of labor on the work of improvement.

19.1.2.2. The acceptance by the public agency, or its agent, of the work of improvement. For purposes of this Contract, the acceptance by the District means acceptance made only by an action of the governing body of District in session. Acceptance by Contractor of said final payment shall constitute a waiver of all claims against District arising from this contract.

19.1.2.3. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 100 days or more, due to factors beyond the control of the Contractor.

19.1.2.4. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 days or more, if the public agency files for record a notice of cessation or a notice of completion.

18.1.3. This Contract is subject to the provisions of Public Contract Code section 7107.

18.1.4. At any time after fifty percent (50%) of the work has been completed, if the District, by action of its governing body, finds that satisfactory progress is being made, District may make any of the remaining

payments in full for actual work completed or may withhold any amount up to five percent (5%) thereof as District may find appropriate based on the Contractor's progress.

18.1.5. Whenever any part of the Work is in a condition suitable for use, and the best interest of the District requires such use, the District may take possession of, connect to, open for public use, or use a part thereof. When so used, maintenance and repairs due to ordinary wear and tear or vandalism will be made at District's expense. The use by the District as contemplated in this section shall in no case be construed as constituting acceptance of the Work or any part thereof. Such use shall neither relieve the Contractor of any of his responsibilities under the Contract nor act as a waiver by the District of any of the conditions thereof. Contractor shall continue to maintain all insurance.

18.2. Payments Withheld

18.2.1. In addition to amounts, which the District may retain under other provisions of the Contract Documents, the District may withhold payments due to Contractor as may be necessary to cover:

18.2.1.1. Stop Payment Notice Claims.

18.2.1.2. Defective work not remedied.

18.2.1.3. Failure of Contractor to make proper payments to its subcontractors or suppliers.

18.2.1.4. Completion of the Contract if there exists a reasonable doubt that the Work can be completed for balance then unpaid.

18.2.1.5. Damage to another contractor or third party.

18.2.1.6. Amounts which may be due the District for claims against Contractor.

18.2.1.7. Failure to provide updates on the construction schedule.

18.2.1.8. Site clean-up.

18.2.1.9. Failure of the Contractor to comply with requirements of the Contract Documents.

18.2.1.10. Liquated damages.

18.2.1.11. Legally permitted penalties.

18.2.2. Upon completion of the Contract, the District will reduce the final Contract amount to reflect costs charged to the Contractor, back charges or payments withheld pursuant to the Contract Documents.

18.2.3. District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, District shall be deemed the agent of Contractor and any payment so made by District shall be considered as a payment made under the Contract by District to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. District will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

18.3. Payments By Contractor

Contractor shall pay:

18.3.1. For all transportation and utility services, not later than the twentieth (20^{th}) day of the calendar month following that in which such services are rendered;

18.3.2. For all materials, tools, and other expendable equipment to the extent of ninety-five percent (95%) of cost thereof, not later than the twentieth (20^{th}) day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the Project and balance of cost thereof not later than the thirtieth (30^{th}) day following completion of that part of Work in or on which such materials, tools, and equipment are incorporated or used; and

18.3.3. To each of his subcontractors, not later than the fifth (5^{th}) day following each payment to Contractor, the respective amounts allowed Contractor on account of work performed by respective subcontractor to the extent of such subcontractor's interest therein. The Contractor shall, by appropriate agreement with each subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

19. COMPLETION OF WORK

19.1. Closeout Submittals

The Contractor shall be responsible for the timely delivery of the technical manuals, warranties and guarantees as required in the technical specifications. The final payment will not be made until the District representative has had an opportunity to review and accept the required documents.

19.2. Record ("As Built") Drawings

19.2.1. DSA Approved Project Specific drawings shall be considered the “As Built” Drawings. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the District's representative or the District. Contractor shall mark the set to show the actual installation where the installation varies from the Work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and accurately where shop drawings are used, and shall record a cross-reference at the corresponding location on the Contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of the work.

20. NONCONFORMING WORK AND CORRECTION OF WORK

20.1. Deductions For Uncorrected Work

If District deems it inexpedient to correct work injured or not done in accordance with the Contract, an equitable deduction from the Contract Price shall be made therefore.

20.2. Correction Of Work Before Final Payment

20.2.1. Contractor shall promptly remove from the premises all Work condemned by District as failing to conform to the Contract Documents, whether incorporated or not. Contractor shall promptly replace and re-execute

his own Work to comply with contract documents without additional expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

20.2.2 If Contractor does not remove such condemned Work within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) days' time thereafter, District may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

21. TERMINATION AND SUSPENSION

21.1. District's Right To Terminate Contract

District may, without prejudice to any other right or remedy, serve written notice of intent to terminate upon Contractor and his surety stating its intention to terminate this Contract if the Contractor (i) refuses or fails to prosecute the Work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or (ii) fails to complete said Work within such time, or (iii) if the Contractor should file a bankruptcy petition, or (iv) if he should make a general assignment for the benefit of his creditors, or (v) if a receiver should be appointed on account of his insolvency, or (vi) if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough Properly skilled workers or proper materials to complete the Work in the time specified, or (vii) if he should fail to make prompt payment to subcontractors or for material or labor, or (viii) persistently disregard laws, ordinances or instructions of District, or (ix) otherwise substantially violate any provision of the Contract, or (x) if he or his subcontractors should violate any of the provisions of this Contract. The notice of intent to terminate shall state generally the reasons for such intention to terminate. Unless within FIVE (5) days after the service of such notice, such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this Contract shall be deemed to have ceased and terminated. Upon the termination of the Contract as provided above, District shall immediately serve upon surety and the Contractor written notice of termination stating that the Contract has ceased and terminated. Surety shall have the right to investigate, take over and perform this Contract, provided, however, that if surety, within FIVE (5) days after service upon it of said notice of termination, does not give District written notice of its intention to take over and perform this Contract and does not commence performance thereof within SEVEN (7) days from the date of service upon it of such notice of termination, District may take over the work and prosecute same to completion by the Contract or by any other method it may deem advisable for the account and at the expense of Contractor. If Surety does not perform the Project Work itself, the surety shall consult with the District regarding its planned choice of a contractor or contractors to complete the Project, and upon request by District, surety shall provide the District with evidence of responsibility of surety's proposed contractor or contractors. District shall be entitled to reject surety's choice of contractor or contractors if District determines in is sole discretion that the contractor or contractors are nonresponsible. If surety provides District written notice of its intention to take over and perform this Contract, within FOURTEEN (14) days of such written notice of intent to take over and perform, surety or its chosen contractor or contractors (if such contractor or contractors are approved by District) shall provide District a detailed Progress Schedule as specified in Section 10.1 above. Contractor and his surety shall be liable to District for any excess cost
or other damages occasioned the District as a result of surety or surety's contractor or contractors' takeover and performance.

If the District takes over the Work as hereinabove provided, the District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the Work and necessary therefore. If the unpaid balance of the Contract price exceeds the expense of finishing the Work, including compensation for additional managerial and administrative services, such excess shall be paid to Contractor. If such expense shall exceed such unpaid balance, Contractor shall pay

the difference to District. Expense incurred by District as herein provided, and damage incurred through Contractor's default, shall be certified by District.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

Notwithstanding the foregoing provisions, this Contract may not be terminated or modified where a trustee-in-bankruptcy has assumed the Contract pursuant to 11 U.S.C. section 365 (Federal Bankruptcy Act).

22. DISPUTES AND CLAIMS

22.1. Resolution Of Construction Claims of $375,000 Or Less

22.1.1. For public work claims of $375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.1 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

22.1.2. For purposes of Article 1.5, "public work" has the same meaning as in sections 3100 and 3106 of the Civil Code. "Claims" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the Contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

22.1.3. Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within FORTY-FIVE (45) days of receipt of the claim if the claim is less than $50,000 ("$50,000 claim") or within SIXTY (60) days of receipt of the claim, if the claim is over $50,000 but less than or equal to $375,000 ("$50,000-$375,000 claim"). In either case, District may request in writing within THIRTY (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within FIFTEEN (15) days after receipt of the further documentation for $50,000 claims or within thirty (30) days after receipt of the further documentation for $50,000-$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

22.1.4. Within FIFTEEN (15) days of receipt of the District's response, if claimant disputes District's written response or within FIFTEEN (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within THIRTY (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and confer conference") to be scheduled by the District within 30 days, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process, including time utilized by the meet and confer process.

22.1.5. If a civil action is filed to resolve claims, within SIXTY (60) days (but no earlier than THIRTY (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within
FIFTEEN (15) days, shall be commenced within THIRTY (30) days of the submittal and concluded within FIFTEEN (15) days from the commencement of the mediation unless time is extended upon a good cause

showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the
court to appoint the mediator.

22.1.6. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (title 4 [commencing with section 2016.010] of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

22.1.7. Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgment.

22.1.8. Any arbitration, mediation or other forms of alternate dispute resolution shall be handled within the boundaries of the District unless otherwise mutually agreed.

22.2. Resolution of Construction Claims in Excess Of $375,000

22.2.1. If a dispute in excess of a total value of $375,000, arises out of, or relates to this contract, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree that as a condition precedent to the initiation of litigation, the dispute shall first be submitted to mediation pursuant to this Article 72. The mediation is voluntary, non-binding, and intended to provide an opportunity for the parties to evaluate each other's cases and arrive at a mutually agreeable resolution of the dispute. These provisions relating to voluntary mediation shall not be construed or interpreted as mandatory arbitration.

22.2.2. Either party may initiate mediation by notifying the other party or parties in writing. A Request for Mediation shall contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those, if any, who will represent them in the mediation.

22.2.3. The mediation process set forth in this section shall be administered by the American Arbitration Association (AAA) and governed by their rules in effect at the time of filling, or by any other neutral organization agreed to by the parties (hereinafter called "Administrator").

22.2.4. The costs for all mediation, including the administrative fees and mediator compensation, will be shared equally by all parties. Fees shall be jointly negotiated by all parties directly with the Administrator. The expenses of witnesses for any party shall be paid by the party producing such witnesses.

22.2.5. A single mediator, acceptable to all parties, shall be used to mediate the dispute. The mediator will be knowledgeable in construction matters and will be selected from lists furnished by the Administrator. The

initial mediation session shall commence within THIRTY (30) days of filing, unless otherwise agreed by the parties, or at the direction of the mediator.

22.2.6. At least TEN (10) days before the first scheduled mediation session, each party shall provide the mediator a brief memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the mediator, such memoranda may be mutually exchanged by the parties. At the first session, the parties will be expected to produce all information reasonably required for the mediator to understand the issue presented. The mediator may require each party to supplement such information.

22.2.7. Mediation hearings will be conducted in an informal manner and discovery will not be allowed unless agreed to by all parties. All discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose as they relate to either party's legal position. There shall be no stenographic record of the mediation.

22.2.8. Mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator. The parties may have an attorney present and shall advise the other parties no less than FIVE (5) working days before the mediation of their intent to have an attorney present, so that the other parties may also have their attorneys present.

22.2.9. The mediator does not have authority to impose a settlement on the parties but will attempt to assist the parties in reaching a satisfactory resolution of their dispute. The mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the mediator or the parties, as the mediator shall determine.

22.2.10. The mediator is authorized to end the mediation whenever, in the mediator's judgment, further efforts at mediation would not contribute to a resolution of the dispute between the parties.

22.2.11. Any resultant agreements from mediation shall be documented in writing, as agreed upon during the mediation, and may be used as the basis for a change order or other directive as appropriate. All mediation results and documentation shall be non-binding and inadmissible for any purpose in any legal proceedings, unless such admission is otherwise agreed in writing by all parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery in subsequent proceedings.

22.2.12. The Mediation shall be terminated by the execution of a Settlement Agreement by the parties; by a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or by a written declaration of a party or parties to the effect that the Mediation proceedings are terminated.

22.1.13. If mediation is unsuccessful in resolving the dispute, the parties thereafter may agree to submit the matter to the Administrator for binding arbitration. The parties agree that the matter shall be submitted to ONE (1) arbitrator, unless they agree to THREE (3) arbitrators in writing. The parties further agree that they will faithfully observe this agreement, and that the parties will abide by and perform any award rendered by the arbitrator(s), that a judgment of a court having competent jurisdiction may be entered upon the award, and that such judgment shall be enforceable as a final judgment to the fullest extent under the law. The parties agree to split evenly all arbitration and arbitrator(s) fees and expenses. The arbitration shall be subject to, and proceed in accordance with California Code of Civil Procedure, Section 1280 through 1294.2. If the parties do not agree to submit to binding arbitration, neither party is prevented from pursuing other legal remedies.

22.1.14. Any arbitration, mediation or other forms of alternate dispute resolution shall be handled within the boundaries of the District unless otherwise mutually agreed.

22.3. Governing Law And Venue

This Contract shall be governed in accordance with the laws of the State of California and venue shall be in the County in which District resides.

22.4. Notification of Third Party Claims

The District shall provide the Contractor with timely notification of the receipt by the District of any third party claim relating to this Contract, and the District may charge back to the Contractor the cost of any such notification.

23. LABOR, WAGES & HOUR, APPRENTICE AND RELATED PROVISIONS

23.1. Wage Rates, Payroll Records And Debarment

23.1.1 The Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the District's Facilities Department. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

23.1.2 The Contractor and each subcontractor shall forfeit as a penalty to the District not more than Two Hundred Dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate 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.

23.1.3 As a further material part of this Contract, Contractor agrees to hold harmless and indemnify the District, its Board members, and its officers, employees and agents from any and all claims, liability, loss, costs, damages, expenses, fines and penalties, of whatever kind or nature, including all costs of defense and attorneys' fees, arising from any alleged failure of Contractor or its subcontractors to comply with the Prevailing Wage Laws of the State of California. If the District or any of the indemnified parties are named as a party in any dispute arising from the failure of Contractor or its subcontractors to pay prevailing wages, Contractor agrees that the District and the other indemnified parties may appoint their own independent counsel, and Contractor agrees to pay all attorneys' fees and defense costs of the District and the other indemnified parties as billed, in addition to all other damages, fines, penalties and losses incurred by the District and the other indemnified parties as a result of the action.

23.1.4. Accurate payroll records shall be kept by the Contractor and each subcontractor, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work.

23.1.5. It shall be the responsibility of Contractor to comply with Labor Code section 1776 as it may be amended by the Legislature from time to time with respect to each payroll record. Labor Code section 1776 provides in relevant part,

23.1.5.1. Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

23.1.5.1.1 The information contained in the payroll record is true and correct.

23.1.5.1.2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

23.1.5.2. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

23.1.5.2.1 A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

23.1.5.2.2 A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

23.1.5.2.3. A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

23.1.5.3. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in (a) above.

23.1.5.4. A contractor or subcontractor shall file a certified copy of the records enumerated in

subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

23.1.5.5. Except as provided in subdivision 23.1.5.6., any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

23.1.5.6 (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number. (2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

23.1.5.7. The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

23.1.5.8. The contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit One Hundred Dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

23.1.5.9. The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section."

23.2. Debarment

The Contractor, or any subcontractor working under the Contractor may not perform work on a public works project with

a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between the Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by the Contractor on the project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

23.3. Apprentices

Contractor's attention is directed to the provisions of Sections 1777.5,1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by the Contractor or any subcontractor under him. The Contractor shall be knowledgeable of and comply with all California Labor Code sections including 1727, 1773.5, 1775, 1777, 1777.5, 1810, 1813,1860, including all amendments; each of these sections is incorporated by reference into this Contract. The responsibility for compliance with these provisions for all apprenticeable occupations rests with the Contractor. Knowing violations of Section 1777.5 will result in forfeiture not to exceed $100 for each calendar day of non-compliance pursuant to Section 1777.7.

23.4. Hours of Work

23.4.1. As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, EIGHT (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to EIGHT (8) hours during any one calendar day and FORTY (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of EIGHT (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of EIGHT (8) hours per day at not less than one and one-half times the basic rate of pay.

23.4.2. The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

23.4.3. Any work necessary to be performed after regular working hours or on Sundays or other holidays shall be performed without additional expense to District. Refer to Special Conditions for information on specific time-of-day and weekend hour restrictions, which apply to this Contract. Should District request expedited schedule, Contractor and District will agree to Change Order prior to commencement of work.

23.5. Labor Compliance Monitoring And Enforcement

23.5.1. Contractor/Subcontractor Registration. A Contractor or Subcontractor shall not engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5, except under the limited circumstances set forth in Labor Code section 1771.1(a). This requirement shall apply to any contract for public works. The District may not enter into a contract for a public works project with an unregistered contractor.

23.5.2. Compliance Monitoring and Enforcement. Pursuant to Labor Code section 1771.4, this Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and Subcontractor performing work on the Project shall be required to comply with the provisions of the California Labor Code, beginning

with section 1720, and the regulations of the Department of Industrial Relations' Division of Labor Standards Enforcement (i.e., the Labor Commissioner), including, but not limited to, the standard provisions requiring payment of prevailing wages, maintenance and submission of certified payroll records, and the hiring of apprentices as appropriate.

Unless otherwise specified, the Contractor shall be required to post job site notices regarding the requirements of this paragraph, as prescribed by regulation. Contractor and each Subcontractor shall be required to furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner at least monthly, or more frequently if specified in the Contract Documents, and in a format prescribed by the Labor Commissioner. This requirement shall apply to all projects, whether new or ongoing, on or after January 1, 2016.

23.5.3. Contractor shall be required to post a notice at the Project site in accordance with Title 8 of the California Code of Regulations, Section 16451.

23.6. Labor/Employment Safety

The Contractor shall maintain emergency first aid treatment for his employees, which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 et seq.).

24. MISCELLANEOUS

24.1. Excise Taxes

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purposes of such exemption, and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in any contract amount.

24.2. Assignment of Antitrust Actions

Pursuant to Public Contract Code Section 7103.5, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 USC, section 15) or under the Cartwright Act (chapter 2 (commencing with section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

24.3. Provisions Required By Law Deemed Inserted

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

END OF DOCUMENT

DOCUMENT 00 71 00

SPECIAL CONDITIONS

1. General

These special Conditions supplement and modify the General Conditions for Construction Contracts, current modification, and include by reference the Further Conditions of Bid as listed on the Bid form. The work requires that the underground electrical and plumbing work be completed by the District prior to or after the arrival and installation of the modules by the Contractor and that the electrical and plumbing connections and concrete walks, mow strips and curbs be completed by the District after installation of the modular building(s) by the modular building Contractor.

2. Commencement and Completion of Work

This project consists of two Phases. Phase I is the design of the project and Phase II the construction and installation.

Phase I shall consist of the time allocated for preparation of "Construction Drawings and Specifications" and any necessary corrections to those construction drawings and/or specifications and identified by the Owner/Architect or by DSA for those modular buildings to be produced, installed and completed under this Contract all as identified in the "Bid Form".

For those buildings identified by the model number, the time for preparation of the "Construction Drawings and Specifications" shall be agreed upon between the District and Contractor. For those buildings identified by the model number plus the "additive alternates", the time for preparation of the "Construction Drawings and Specifications" shall be agreed upon between the District and Contractor and so stipulated in the District Purchase Order or Notice to Proceed.

A. The time allocated for the District and the Architect checking shall be SEVEN (7) days.

B. The time allocated for the contractor to complete the District/Architect corrections and resubmit to the District/Architect shall be SEVEN (7) days from the receipt of such corrections.

C. The review time by the DSA shall not be included in either Phase I or Phase II.

D. The time allocated for the completion of all the DSA corrections by the contractor shall be SEVEN (7) days from the receipt of such corrections.

E. Any Department of State Architect Fees required for plan approval shall be the responsibility of the School District.

In the event that the Contractor requires more time to complete the work of Phase I than allocated, all additional time shall be a part of the Phase II work unless such additional time can be justified. Phase II work shall consist of the execution of the Contract and the actual construction, installation and completion of the modular building(s) all as indicated on the approved "Drawings and Specifications"

The Contractor's receipt of the work shall commence upon written notification from the District to proceed with Phase II, and the site specific stamped, approved plans and specifications by the Division of the State Architect and a job inspection card is issued.

Upon receipt of such notification, the Contractor shall have ninety (90) calendar days to complete the Phase II work for a building identified by the model number and installed on wood foundations and one hundred fifty (150) calendar days for a building identified by the model number and installed on concrete foundations. Two-story projects shall be completed within 180 days unless otherwise agreed with the District. Multiple installations will require additional calendar days for completion. Additional time for completion shall be negotiated and agreed to and so stipulated in the District Purchase Order or Notice to Proceed.

It is the responsibility of the District to indicate in the District Purchase Order or Notice to Proceed for those projects identified as requiring additional time.

3. Mitigation Measures

Contractor shall comply will all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act. (Public Resources Code section 21000 et. seq.)

4. Fingerprinting

Contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, that such employee has not been convicted of a felony, as defined in Education Code section 45122.1. Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

5. Liquidated Damages

The agreed liquidated damages provision is one hundred dollars and no/100 ($100.00) per calendar day for each day the building(s) are delayed beyond the number of Phase II completion days specified in paragraph above, but in no case shall exceed 10% of the Contract price unless such delay(s) is caused by the sole negligence or willful misconduct by the Contractor.

6. Insurance Policy Limits.

The limits of insurance shall not be less than:

Commercial General Liability	Combined Single Limit	**[$1,000,000]** per occurrence; [**$2,000,000]** aggregate
	Product Liability and Completed Operations	**[$1,000,000]** per occurrence; [**$2,000,000]** 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		**[$2,000,000]**

7. Permits, Certificates, Licenses, Fees, Approval

All permits will be paid for by the District.

8. Project Inspection

8.1. In addition to the requirements in the Contract Documents related to cooperation with and authority of the DSA Project Inspector(s) for the Project, Contractor acknowledges that the DSA inspection, approval and certification process for projects was revised in 2012-2013 and that Contractor must comply with the requirements of the most recent versions of DSA document PR 13-01. Below are provisions of this document from 2012-2013: PR 13-01 (Procedure: Construction Oversight Process) - Duties of Contractor related to the use of "Project Inspection Card" (Form DSA 152).

8.2. The Contractor shall carefully study the DSA approved documents and shall plan a schedule of operations well ahead of time.

8.3. If at any time it is discovered that work is being done which is not in accordance with the DSA approved construction documents, the Contractor shall correct the work immediately.

8.4. Verify that forms DSA 152 are issued for the project prior to the commencement of fabrication.

8.5. Meet with the design team, the Laboratory of Record and the Project Inspector to mutually communicate and understand the testing and inspection program and the methods of communication appropriate for the project.

8.6. Notify the Project Inspector, in writing, of the commencement of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or other agreed upon written documents) to the Project Inspector.

8.7. Notify the Project Inspector of the completion of construction of each and every aspect of the work by submitting form DSA 156 (or other agreed upon written documents) to the Project Inspector.

8.8. Consider the relationship of the signed off blocks and sections of the form DSA 152 and the commencement of subsequent work. Any subsequent construction activities, that cover up the unapproved work, will be subject to a "Stop Work Order" from the DSA or the District and are subject to removal and remediation if found to be in non-compliance with the DSA approved construction documents.

9. Bidder Qualifications

9.1. Bidder must have a DSA Approved PC Design for the three base bid building designs.

9.2. Bidder must have successfully completed and certified two (2) LEED Gold for Schools projects in the last five (5) years.

9.3. Bidder must have a CHPS Pre-approved PreFAB Classroom.

9.4. Bidder must have a registered and certified CHPS Verified Project.

9.5. Failure of to meet these Bidder Qualifications will deem Bidder non-responsive as cause for rejection of bid.

10. Modular Building Specific Special Conditions

10.1. District requires the purchase or lease and the installation of classroom buildings to be installed at school sites within Santa Rita School District. The District has not determined the amount or type of units that will be needed under this bid; however, the District reserves the right to order any combination of items in the bid in any number as needed from the successful awarded bidder.

10.2. All buildings shall be new modular buildings and must be of a construction that meets the requirements of the Division of the State Architect.

10.3. The work under this Contract shall include all labor, material, equipment, appliances, supervision and transportation necessary to furnish, deliver and install the buildings. Special handling and permit fees will be paid for by the District.

10.4. District shall be responsible for the preparation of the site(s). Each building area shall have a building pad area prepared to the following specifications:

10.4.1. Building pad(s) shall be constructed level. The maximum allowable slope of the pad shall be six (6) inches across the diagonal from front to rear. The slope across the front, side to side shall be level.

10.4.2. Building pad(s) shall be constructed to a point five (5) feet outside the building footprint in all directions.

10.4.3. The soil bearing value of the pad(s) shall be a minimum 1500 PSF.

10.4.4. The site area adjacent to the building(s) shall have proper drainage away from the building.

10.4.5. All vegetation shall be removed from the building pad area.

10.4.6. For concrete foundation unless otherwise noted, the District shall be responsible for the site demolition, import/export of soils, pad excavation, surveying, site improvements, backfilling, underground hazards, crawl space drainage, vent/access wells, rodent barriers, engineered fill, and building foundation flashing.

10.4.7. District shall provide four (4) corners and finish floor elevation at each building and maintain them as necessary.

10.4.8. Unobstructed truck access for delivery and placement of modulars 48 hours prior to delivery.

10.5. For concrete foundation unless otherwise noted, the District shall be responsible for the site demolition, import/export of soils, pad excavation, surveying, site improvements, backfilling, underground hazards, crawl space drainage, vent/access wells, and rodent barriers. Each building shall be provided with handicap ramp(s), where applicable, which shall be constructed in accordance with applicable code requirements and as indicated on the drawings. Ramps shall be constructed of steel

tubing with a minimum 13 ga. steel-walking surface. All walking surfaces shall be a non-skid type surface. Handicap ramp(s) shall be constructed as follows

10.5.1. Accessible ramp(s) as shown on the drawings shall have a minimum landing area of seven (7) feet wide (across door) and five (5) feet deep with handrail. The ramp shall be a minimum four (4) feet wide by twelve (12) inches beyond ramp end. The ramp(s) shall be installed by the Contractor and shall include required electrical groundings. The transition at the ramp end to a required landing shall be the responsibility of the District, transitions and landing included.

10.6. All building utilities shall be stubbed out to the exterior surface (vertical) of the building unless otherwise coordinated and directed by the Contractor. The connection of all utilities, (gas, water, sewer and electrical) and fire alarm shall be by the District. All utilities and fire alarm shall be terminated as shown on the bid drawings. The fire alarm system shall consist of conduit only with a pull rope. All equipment, conductors, and controls shall be by the District.

10.7. All buildings shall be of clear span design. No interior columns shall be permitted and no intrusion at column locations shall be permitted beyond the surface of all exterior walls. Interior columns shall be allowed on sixty (60) foot long modules and snow load buildings only.

10.8. All building overhangs shall include a smooth finished soffit when applicable. No exposed roof purlins or rafters will be allowed. The soffit finish shall be smooth with a maximum 1/8 inch butt joints at plywood finishes. All joints shall be properly caulked and finished. 22 gauge metal soffits are allowed.

10.9. Panic hardware shall be provided at all exit doors in buildings with fifty (50) or more occupants.

10.10. Building colors have not been determined at this time. Therefore, all bids shall include the painting of buildings from paint manufacturer's standard colors and shall include one body color and one accent color

10.11. With each building(s) ordered, the Contractor shall supply to the District a letter certifying that the building(s) are asbestos free and were constructed with asbestos free materials. The letter shall contain the type and size of the buildings, date and place of manufacturing, serial number, location of site where it was installed, and the DSA application number.

10.12. The live load and wind load for all modulars shall be as follows:

10.12.1. Floor load standard: 50 lbs. per square foot; buildings with wall partitions: 65 lbs. per square foot exit corridors, lobbies, ramps and landings: 100 lbs. per square foot; libraries and storage rooms: 150 lbs. per square foot for typical unless otherwise noted on the bid drawings.

10.12.2. Roof live load: 20 lbs. per square foot.

10.12.3. Wind load 80 MPH exposure "C".

10.13. The Santa Rita School District reserves the right to award the Contract to the lowest responsible bidder, whose bid, in the sole opinion of the District, best meets the bid specifications and requirements as outlined in the bid documents. Any bid submitted which does not conform to the bid documents shall be considered in non-compliance and shall be rejected.

10.14. The District shall pay all applicable sales tax.

10.15. All DSA over the counter fees and all DSA inspection fees will be paid by the District.

10.16. Bid Submittals: The following shall be submitted as part of the bid:

10.16.1. DSA PreApproved PC Design Drawings stamped by a California licensed Architect or Structural Engineer indicating the bidders of proposed design in compliance with the bid specifications for High Performance classroom with a synthetic stucco exterior and 1:12 pitch metal roof system, 5" concrete on metal deck floor system, and moment frame construction. No slab on grade system allowed.

10.17. Special site conditions that may require craning and pilot cars are not included in the bid pricing. Craning is only included in Item with the suffix –HP.

10.18. Any trademarks, pending patents, patents, or design ideas, concepts are considered instruments of services and intellectual property of Contractor. In the event that bidder has proprietary designs, trademarks, or patents, a non-disclosure may be required to be signed by District and Architect.

10.19. Concrete foundation to be based on approved foundation design per DSA Pre-Checked Design.

10.20. District shall be responsible for the cost of traffic control, coordinated through the Contractor.

10.21. District shall be responsible for the cost of security of staged modulars, coordinated through the Contractor.

10.22. District shall be responsible for the cost of off-site staging, if insufficient staging is provided at the site.

10.23. District shall provide a flow test report, should fire sprinklers be required.

10.24. District shall obtain all soils reports, if required.

10.25. Bids submitted not in compliance with the above shall be considered non-responsive and the bid shall be rejected.

END OF DOCUMENT

DOCUMENT 01 23 00

ALTERNATES AND UNIT PRICING

1. ALTERNATES AND UNIT PRICES

1.1. Related Documents and Provisions

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

1.1.1. General Conditions;

1.1.2. Special Conditions;

1.1.3. Bid Form and Proposal; and

1.1.4. Instruction to Bidders.

2. ALTERNATES

There are no alternates for this contract.

3. UNIT PRICING

3.1. Description

An amount proposed by Contractor and stated in its Bid Form Matrix for certain work defined in the Instruction to Bidders and Bid Form that may be priced by unit.

3.2. Unit Prices

Furnish unit prices for each of the named items on a square foot, lineal foot, or per each basis, as requested and applicable. Unit prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and supplier(s).

END OF DOCUMENT

DOCUMENT 01 52 10

SITE STANDARDS

1. GENERAL

1.1. Related Documents and Provisions

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

1.1.1. General Conditions, including without limitation, Site Access, Conditions, and Regulations;

1.1.2. Special Conditions;

1.1.3. Drug-Free Workplace Certification;

1.1.4. Tobacco-Free Environment Certification;

1.1.5. Criminal Background Investigation/Fingerprinting Certification; and

1.1.6. Temporary Facilities and Controls.

1.2. Requirements of the District

1.2.1. Drug-Free Schools and Safety Requirements:

1.2.1.1. All school sites and other District Facilities have been declared "Drug-Free Zones." No drugs, alcohol, smoking or the use of tobacco products are allowed at any time in any buildings, Contractor-owned vehicles or vehicles owned by others while on District property. No students, staff, visitors, or contractors are to use drugs on these sites.

1.2.1.2. Contractor shall post: "Non-Smoking Area" in a highly visible location on Site. Contractor may designate a smoking area outside of District property within the public right-of-way, provided that this area remains quiet and unobtrusive to adjacent neighbors. This smoking area must be kept clean at all times.

1.2.1.3. Contractor shall ensure that no alcohol, firearms, weapons, or controlled substances enter or are used at the Site. Contractor shall immediately remove from the Site and terminate the employment of any employee(s) found in violation of this provision.

1.2.2. Language: Unacceptable and/or loud language will not be tolerated, "Cat calls" or other derogatory language toward students or public will not be allowed.

1.2.3. Disturbing the Peace (Noise and Lighting):

1.2.3.1. Contractor shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.

1.2.3.2. The use of radios, etc., shall be controlled to keep all sound at a level that cannot be heard beyond the immediate area of use. District reserves the right to prohibit the use of radios at the Site, except for handheld communication radios.

1.2.3.3. If portable lights are used after dark, the lights must be located so as not to direct light into neighboring properties.

1.2.4. Traffic:

1.2.4.1. Driving on the Premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on-the Premises shall be five (5) miles per hour (maximum) or less if conditions require.

1.2.4.2. All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by District in advance.

1.2.4.3. District shall designate a construction entry to the Site. District shall designate a staging area so as not to interfere with the normal functioning of school facilities.

1.2.4.4. Parking areas shall be reviewed and approved by District in advance.

1.2.4.5. All of the above shall be observed and complied with by the Contractor and all workers on the Site. Failure to follow these directives could result in individual(s) being suspended or removed from the work force at the discretion of the District. The same rules and regulations shall apply equally to delivery personnel, inspectors, consultants, and other visitors to the Site.

END OF DOCUMENT

MODULAR BUILDINGS SPECIFICATIONS

1. GENERAL

1.1. Related Documents and Provisions

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

1.1.1. General Conditions;

1.1.2. Special Conditions;

1.2. Summary

These specifications describe prefabricated, relocatable, clear span building of a classroom type. The building unit(s) shall be erected sites(s) complete and ready for use. All costs for transportation and installation at the site are to be included in the bid price

1.3. Provided by District – Not in Contract

1.3.1 The electrical service drop and connection and plumbing connection (s) to the building will be supplied by others.

1.3.2 The site will be turf-free, cleared and graded to within six (6") inches of level grade for each building.

1.3.3. Each site will have a minimum soil bearing capacity of 1,500 PSF with a moisture density ratio of 90% minimum.

1.3.4. The Contractor will be provided unobstructed delivery access to the location of each building. Among other things, unobstructed means that crane-lifting is not required to deliver or set the building(s).

1.3.5. The District shall be responsible for all rigging/crane costs associated with a District-furnished foundation.

1.3.6. The District shall be responsible for and provide clear and unobstructed access to the site for the installation of the building(s).

1.3.7. The District shall be responsible for and provide adequate staging area adjacent to building footprint.

1.3.8. Removal and protection of trees, shrubs, fencing, sprinklers, playground equipment and/or other obstacles necessary for the installation of the building(s) shall be the responsibility of the District.

1.3.9. The District shall be responsible for the costs of the air balance and/or the commissioning of the HVAC system

1.4. Definitions

1.4.1. **Architect** – Consulting Architect licensed by the State of California and retained by each School District.

1.4.2. **Approval** – When the work approval appears, it shall indicate that the designated agency have reviewed the specified plans and/or materials and has certified compliance with these specifications.

1.4.3. **Contractor** – The company responsible for performance of the terms of the Contract issued by a School District or public agency, shall be the same as the manufacturer.

1.4.4. **Department** – Santa Rita School District, the agency calling for the bid.

1.4.5. **District** – Any School District or public agency in the State of California. If any County Office of Education chooses to place an order for relocatable buildings, it too shall be considered a District.

1.4.6. **Manufacturer** – The company who manufactures the modules shall be the same as the Contractor.

1.4.7. **DSA** - Division of the State Architect, State of California.

1.4.8. **Inspector** – A building inspector approved by DSA and employed by School District or public agency to insure that the plans and specifications of the Contract are adhered to.

1.5. Submittals

The following material shall be submitted as part of the bid:

1.5.1. DSA Approved PC drawings for each base bid building.

1.5.2. BIDS SUBMITTED WITHOUT THE LISTED MATERIALS SHALL BE CONSIDERED NON-RESPONSIVE AND THE BID SHALL BE REJECTED.

1.6. Stockpiling

Should the Contractor decide to stockpile buildings meeting these specifications, Contractor shall be responsible for all DSA fees required to do such. The District(s) shall pay DSA fees only to the DSA.

The District(s) must be notified that a stockpile unit will be provided. The District shall have the choice of ordering a non-stockpiled building. If the former is chosen, Contractor shall fully comply with all aspects of this bid.

1.7. Approval By the Division of the State Architect

The Contractor shall submit ONE (1) set of plans and specifications including structural, mechanical, electrical, and air conditions with calculations, to the District's Architect within agreed to schedule after receipt of District's Award/Purchase Order. All plans, specifications and calculations signed by an architect(s), structural engineer(s), electrical engineer(s) and mechanical engineer(s) shall be licensed by the State of California. Any notations or corrections required by the District Architect shall be incorporated into the plans and specifications, and they shall be returned to the District Architect within TEN (10) business days in the form of ONE (1) set of reproductive and TWO (2) prints of complete sets of plans and specifications.

After correction (if any) as noted by Architect has been made, the Architect, with the assistance of the Contractor, shall obtain approval from DSA. If the DSA requires changes in the plans or specifications, the Contractor, shall obtain approval from DSA. If the DSA requires changes in the plans or specifications, the Contractor shall accomplish the changes and resubmit the corrected documents to the District Architect within TEN (10) business days. The vendor shall have only ONE (1) opportunity to correct plans at the architect level at the DSA review level.

The only exception to the above is if during a back-check (review of corrected plans), additional deficiencies are discovered. If this happens, the turn-around time to correct and resubmit is again TEN (10) business days. Re-submittals shall be delivered by email, express mail or may be delivered in person.

District will make any payment required in obtaining DSA approvals.

1.8. Inspection

Inspection of prefabricated buildings is divided into TWO (2) separate functions: (1) In-plant inspection and (2) On-site inspection. Inspections and manufacturing can only begin after inspection cards are released in accordance with DSA processes.

Inspectors shall be retained by the District.

In-plant inspection and material testing shall be accomplished under the supervision of the District Architect. The Contractor shall notify the District Architect and the designated inspectors at least forty-eight (48) hours prior to commencing work. The manufacturer shall provide the inspector with full access to all plant operations involving work under this Contract and shall advise the inspector in advance of the time and place when operations that the inspector wants to observe take place. Before the building(s) are removed from the plant for delivery to the storage facility or from the storage facility to the site, the inspector and District Architect shall determine that they are acceptable and issue a written release, which shall be in the form of a Verified Report (Form SSS-6) A COPY OF THE INSPECTOR'S VERIFIED REPORT AND AGENCY ARCHITECTS PUNCH LIST SHALL ACCOMPANY EACH BUILDING TO STORAGE OR TO THE SITE(S).

On-site inspection shall be done by the site inspector. All work which the manufacturer or his subcontractors perform at the site shall be subject to the inspection of the site inspector. The manufacturer will furnish the site inspector with such information as may be necessary to keep him fully informed as to progress of work and dates when site work will occur. The Contractor shall notify the District at least seventy-two (72) hours prior to commencing on-site work.

1.9. Coordination of Work

All site conditions not under Contractor's direct control are to be the District's responsibility.

It shall be the Contractor's responsibility to make all necessary arrangements with the District's authorized representative for access to grounds and removal of equipment, if necessary. This contract shall be made at least forty-eight (48) hours prior to delivery of any module.

The Contractor shall verify that the District's site is ready to receive the building(s) prior to the delivery of any building(s) by visiting each site. In the event buildings are delivered to any site that is not in condition to receive buildings, the Contractor shall be responsible for all costs incurred, including but not limited to, inspector's time.

1.10. Guarantee/Warranty

Contractor hereby unconditionally guarantees that work will be done in accordance with requirements of Contract and per Section 2.0; and further guarantees the work of Contract to be and remain free of defects in workmanship and materials for a period of ONE (1) year from date of acceptance by the District, unless a longer guarantee period is specifically called for. Contractor hereby agrees to repair or replace any and all work, together with any other adjacent work which may have been damaged or displaced in so doing, that may prove to be not in accordance with requirements or Contract or that may be defective in its workmanship or material within guarantee period specified, without any expense whatsoever to the District, ordinary wear and tear and unusual abuse or neglect excepted. Contract bonds are in full force and effect during guarantee period.

Contractor further agrees, that within ten (10) business days after being notified in writing by the District of any work not in accordance with requirements of Contract or any defects in the work, he will commence and prosecute with due diligence all work necessary to fulfill terms of this guarantee, and to complete the work within a reasonable period of time.

In the event he fails to so comply, he does hereby authorize said District to proceed to have such work done at Contractor's expense; and he will pay cost thereof upon demand. The District shall be entitled to all costs, including reasonable attorney's fees, necessarily incurred upon Contractor's refusal to pay above costs.

1.11. Asbestos Certification

The successful bidder will be required to provide for each unit purchased under this bid, certification that the unit contains no asbestos-containing building material (ACBM).

The certification shall be in writing and shall be made by an architect or project engineer who is retained by the Contractor and is responsible for the construction of the relocatable buildings. The certification shall state that no ACBM was specified as a building material in any construction document for the unit and to the best of his or her knowledge, no ACBM was used as a building material in the unit. The certification may be made by an accredited asbestos inspector.

The certification shall conform to Paragraph 763.99 (7) of the Federal Register dated October 30, 1987, Part III Environmental Protection Agency, 40 CAR Part 7673, Asbestos-Containing Materials in Schools; Final Rule and Notice.

1.12. Certification of Compliance

The Contractor will provide to the District for each relocatable building delivered, a letter or certification that said building was built and installed in compliance with Section 2.0 as well as with all local codes, laws, and regulations applicable to relocatable buildings.

1.13. Applicable Documents

The following documents shall be the latest issue as adopted by the State of California at the time of the bid opening, and shall form a part of this specification to the extent they are applicable.

California Administrative Code (CAC)
Title 5 Education Code
Title 19 Public Safety
Title 20 Public Utilities
Title 21 Public Works
Title 24 Building Code
Title 25 Housing Community Development

2013 California Building Standards Administration (Part 1, Title 24 CCR)
2013 California Building Code, Volumes 1, 2 and 3 (Part 2, Title 24 CCR)
2013 California Electrical Code (Part 3, Title 24 CCR)
2013 California Mechanical Code (Part 4, Title 24 CCR)
2013 California Plumbing Code (Part 5, Title 24 CCR)
2013 California Energy Code Part 6, Title 24 CCR
2013 California Elevator Safety Construction Code (Part 7, Title 24 CCR)
2013 California Fire Code (part 9, Title 24 CCR)
2013 California Referenced Standards Code (Part 12, Title 24 CCR)
2013 California Green Code (CGC) Part 11, Title 24 CCR
NFPA 13, 2013 Edition, Installation of Automatic Sprinkler Systems, as amended
NFPA 14, 2013 Edition, Installation of Standpipe, Private Hydrant and Hose Systems
NFPA 24, 2013 Edition, Installation of Private Fire Service Mains and their Appurtences

NFPA 72, 2013 Edition, National Fire Alarm Code, as amended
American Welding Society – Standard Qualifications Procedures
American Wood Preservation Association
National Fire Protection Association NFPA 90A
National Warm Air Heating and Air Condition Association
National Electrical Code
ASTM C635- Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings
State of California Specification 7220-XXX-01, Carpet
Interpretations of Regulation (IR) issued by the Division of the State Architect

2. PRODUCTS

2.1. Material and Workmanship

All workman shall be skilled and qualified for work which they perform. All materials used, unless otherwise specified, shall be new and of the type and grades specified. The Contractor shall, if requested, furnish evidence satisfactory to the Architect that such is the case.

Contractor's crew assigned to any work performed under this Contract shall include one competent and fully experienced person designated as the responsible person in charge. Such person must be identified by name to the District in advance of any work. Upon request, the Contractor shall promptly furnish to the District information relating to this employee's experience.

3. DESIGN CRITERIA & EXECUTION

3.1. General

Two (2) modules in the case of the classroom building (24x40) or three (3) modules in the case of the classroom building (30x32), (36x40) or four (4) modules in the case of the classroom building (48x40) or six (6) modules in the case of a (72x40), or two (2) modules in the case of the classroom building (28x36) designed so that two (2) or three (3) or four (4) or more modules may be joined together to form a complete building; maintain a positive alignment of floors, walls and roof, and to permit simple nondestructive detachment for future relocation.

Each module shall be permanently identified with a identification tag 3" x 1 ½" minimum size with the following information:

A. Design wind load
B. Design roof live load
C. Climate Zone
D. DSA Application Number
E. Design Floor Load

This tag may be in addition to or combined with the identification tag required by the Division of the State Architect.

Each module shall be capable of resisting all vertical and lateral loads during transportation and relocation. When modules are assembled, joints shall be sealed with removable closing strips or other method to present a furnished appearance and be permanently waterproof.

Each module shall be sufficiently rigid to be jacked up at the front and back corners for relocation without damage or the module shall have lift lugs at the front and back located as required so that the module may be jacked up for relocation in one piece without damage. This requirement shall be met without additional supports of any type.

Evidence of excessive bowing during the installation of the modules which, in the opinion of he Architect, causes excessive working at any joint or compromises the structural integrity of the module shall be sufficient reason for rejection of the module.

Finish and base materials at each module, except roofing, floor covering and suspended ceiling, shall terminate at interior module joints in a manner to join flush and tight with the same material in adjacent module so that modules may be relocated with minimum cutting and patching.

The structural system of each module shall be either an independent moment-resistant steel frame or steel attachments as required to resist lateral loads in both directions for both single and two story buildings. Shear wall type construction may be employed on snow load buildings only – No Exceptions.

Any trademarks, pending patents, patents, or design ideas, concepts are considered instruments of services and intellectual property of Contractor.

3.2. Roof Overhang

All overhangs shall present a pleasing and finished appearance. Soffits (when applicable) shall be enclosed with no visible framing members. Soffit material, when applicable, shall be 3/8" minimum plywood of the same type as used for siding. If grooved material is to be used, grooves shall match the grooves on the exterior siding. Plywood soffit material shall be applied with long direction running parallel to the length of the building. Soffit shall be neatly and closely fitted and trimmed to cover gaps. If an all metal roof is employed, the bottoms of the metal roof pans are acceptable in lieu of the enclosed soffit.

3.3. Dimensions

The classroom buildings shall occupy a minimum area of nine hundred sixty (960) square feet with a tolerance of plus or minus five (5) square feet. The classroom buildings shall be either 24'x40', 30'x32', 28'x36', 36'x40', 36'x60', or 48'x40', or as indicated on the bid form. All buildings shall meet the square footage requirement. Linear dimensions shall be vertical trim finish line to vertical trim finish line. Facia and required overhangs are not included in the calculation of the square footage the building occupies. The entrance wall shall have a 5' minimum roof overhang (classroom buildings only). A full length 26 gauge gutter and 24 gauge down spouts shall be furnished on the side of each overhang and each roof edge where drainage occurs. The interior height, floor to ceiling shall be a minimum of eight feet six inches plus/minus one (8'6" +/- 1"0) Ceiling height for restroom building shall be as per manufacture's DSA pre-approved drawings. The module shall be clear span type except as provided for in paragraph 3.3.2. Structural members shall not extend more than one inch (1') below the ceiling line.

3.4. Load Criteria

Modules delivered to locations requiring roof live loads or wall wind loads greater than the minimums required by Title 24 CAC or design details specified herein shall meet the live load and wind load criteria required in the location in which the building is installed.

3.5. Foundations

3.5.1. **Wood** – The building(s) shall be set on plywood or pressure-treated Douglas Fir plywood and/or pads and redwood or pressure-treated Douglas Fir blocks. Pressure-treated Douglas Fir pads, plywood, etc., DSA-IR Code Standard Section 25-12. Each piece of pressure-treated material shall be stamped with appropriate AWPA stamp.

3.5.2. **Concrete** (Optional) – Concrete foundations may be requested by the District(s). The design of concrete foundations shall be prepared by the Contractor. The footing design shall provide for shims and blocks

necessary to permit installation on sites not level but within the tolerance allowed in Section 1.3. The Contractor shall be responsible for all rigging/crane costs in providing this foundation.

3.5.3. The buildings shall be set on 3,000 PSF concrete pads, designed for minimum of 1,500 PSF load on the soil with a minimum 12-inch penetration into earth or concrete or AC paving and with top surface, a minimum of 6 inches (6") above grade.

3.5.4. The foundation and the method of fastening the units shall be as previously approved by the DSA.

3.5.5. Pads shall be neatly installed so as to be flush and not project beyond the outside face of the building.

3.5.6. Installation shall be permitted on either soil, concrete, or AC paving, have suitable design-bearing capacity. The buildings shall be securely fastened to the foundations. The foundations and the method of fastening shall be subject to approval by the Architect and the DSA. Pads shall be designed for a minimum of 1,500 PSF load on the soil. Pads shall not be placed on turf.

3.6. Framing, Roof, Walls, and Floor

3.6.1. The buildings shall be a moment-resisting rigid steel frame structure as defined by DSA. Steel frame building/wood frame construction shall meet the minimum design requirements of stud grade, spacing, etc. as per latest edition of C.B.C. listed below.

3.6.2. All framing lumber shall be marked MC-15 or surfaced dry (S-Dry).

3.6.3. Roof Framing

3.6.3.1. Joists – Light gauge Cee or Zee Steel Purlins, minimum spacing 24" o/c.

3.6.3.2. Blocking – Douglas Fir/Larch No.3 or better, or Hemlock Fir No. 3 or better.

3.6.3.3. Plywood or OSB Sheathing – APA- rating sheathing Exp. 1

3.6.4. In-Fill Wall Framing

3.6.4.1. Studs – Douglas Fir/Larch No. 2 or better, or Hem-Fir No.2 or better. Minimum 2"x4" at 16" O/C At plumbing Walls shall be as above except 2"x6" at 16" O/C.

3.6.4.2. Sill – (Sole Plate) – Pressure Treated Douglas Fir/Larch No. 2 or better, or Hem-Fir No. 2 or better

3.6.4.3. Top Plates – Douglas Fir/Larch No.2 or better, or Hem-Fir No. 2 or better.

3.6.4.4. Double Headers – Douglas Fir/Larch No. 2 or better. Minimum 2-2"x4: on edge with ½" APA-rated plywood, Exp. 1 filler.

3.6.4.5. Door & Window Openings – Double stud/cripples Douglas Fir/Larch No. 2 or better, or Hem-Fir No.2 or better.

3.6.4.6. Blocking – Douglas Fir/Larch No. 3 or better, or Hem-Fir No. 3 or better.

3.6.5. Floor Framing

3.6.5.1. Joists – Light gauge Cee or Zee steel Purlins, Minimum joist spacing shall be 48" o/c. Space at 24" o/c max. for "stiffened-floor" condition. No wood rim joist or floor joists allowed.

3.6.5.2. Blocking – Douglas Fir/Larch No.3 or better, or Hem Fir No. 3 or better, or light gauge steel member.

3.6.5.3. Plywood or OSB Sheathing/Subfloor – APA-rated STURDI Floor, 48" O/C., 1-1/8" thick, T & G, Exp.1.

3.6.5.4. Light Weight Concrete.

3.6.6. Modular Manufacturer shall employ steel construction as approved by DSA in lieu of wood. All structural member below the subfloor, i.e. girders, joists, headers, blocking, shall be steel.

3.7. Moisture Barrier

All weather—exposed surfaces shall have a weather-resistive barrier to protect the interior wall covering. Such barrier shall be equal to that provided for in CBC Standard No.17-1 for kraft waterproof building paper or CBC Standard No.32-1 for asphalt-saturated rag felt. Barrier shall be free from holes and breaks other than those created by fasteners and construction systems due to attaching of the building siding and shall be applied over studs or sheathing of all exterior walls. Such barrier shall be applied weather-board fashion, lapped not less than two inches (2") at horizontal joints and not less than six inches (6") at vertical joints.

3.8. Siding

All plywood siding shall be APA or comparable rated exterior type. Each panel shall be identified with the grade mark of the grading association and shall meet the requirements of Product Standards PS 1-83. Siding shall be 19/32" (minimum)thick with shiplap at long edges and of one (1) of the following styles: plan, V-grooved, grooved or reverse board and batten.

Siding shall be: Medium density overlay (MDO) APA 303-O/L Simpson "Guardian, Dura Temp, or equal.

Seal all panel edges and ends with a heavy coat of high grade exterior house primer or an aluminum primer formulated for wood before installation. All horizontal joints in siding and between skirting and siding must be flush and protected with a galvanized iron "Z" type flashing. All vertical ship lapped joints shall have 1/16" clearance between panels. A 3D or 4D galvanized finish nail may be used as a gauge between panels and left in place.

3.9. Trim

All windows, corners, and door openings shall receive trim of at least 1" x 4" size. The roof edge shall receive at least 2" x 6" size. The trim shall be metal. Trim shall be sealed at all edges with silicone or architectural grade caulking. Caulking shall be painted to match siding or trim color unless of the transparent type. At roof edge, embossed wafer board siding with MDO surface, 7/16" thick minimum may be used in lieu of 2" x 6".

3.10. Skirting

Contractor's bid shall reflect the maximum slope (6") provided by the District as noted under Section 1.3.

Skirting shall be the same thickness and type of plywood used for siding except that plain ungrooved material shall be used where the long direction of the sheet runs horizontal. If grooved plywood is used for skirting, the grooves shall match and line up with the grooves in the siding. All edges and the bottom of the skirting shall be supported and the entire space below the building shall be closed off. Maintain 1–½" minimum clearance from the bottom of plywood skirting to finish grade. Provide 18-gauge expanded galvanized metal fresh air vents or approved vandal resistant equal to comprise a minimum net area of 7.5 square feet or 1 square foot of venting per 150 square feet of building area.

Ramp & Landing Skirt

Ramp and landing (when used) shall be fully skirted with the same material used for building skirt. All edges of the plywood skirt shall be supported and protected from the weather. Foundation members shall be as for building foundation.

3.11. Roofing

3.11.1. BUILT-UP ROOF SYSTEMS ARE NOT ACCEPTABLE IN BASEBUILD LINE ITEM.

3.11.2. The roofing systems shall be fire retardant per UBC Standards. Test results or calculations showing the roofing systems will withstand the uplift of a 80 MPH wind shall be submitted with the plans and specifications.

3.11.2.1. Building manufacturer's standard pre-finished, interlocking roof panels, standing seam or ribbed type, 22-gauge minimum galvanized steel.

3.11.2.2. Pre-finished, un-penetrated interlocking roof panels mechanically crimped at top & ends to insure all water infiltration, standing seam or ribbed type, 30 gauge over 30 pound saturated felt underlayment (lapped 4" min, in direction of roof slope) and metal straps or ¾" plywood or OSB deck (CDX grade).

3.11.2.3. All closers and gutter shall be installed in such a way as to guarantee against potential water infiltration either by wind or gutter becoming filled to capacity.

3.11.2.4. All fasteners shall be chalked against weather using material impervious to deterioration under ultraviolet light.

3.12. Roofing, Snowloads

The roofing system shall be fire retardant per UBC Standards. Test results to support Class B rating and calculations or test results showing the roofing system will withstand the uplift of a 70 MPH wind shall be submitted with the plans and specifications. Built-Up roof systems are not acceptable.

Item 1 of 3.3.9 above with full-length silicone or equal sealant at each interlock.

Pre-finished, unpenetrated interlocking roof panels, standing seam or ribbed type, 26 gauge over 30 pound saturated felt metal straps or ¾" plywood or OSB deck (CDX Grade). Each lap shall have full-length silicone or equal sealant applied.

Design and installation of the deck and/or roof substrate shall result in the roof draining freely. Areas where water ponds for more than 24 hours are unacceptable and shall be corrected by the manufacturer.

3.12. Metal Exterior Doors

Construct per CS242 as minimum requirement: Flush doors, 1 ¾" thick, with 18-gauge steel face sheets and sound-deadening material on interior to effectively reduce metallic ring. Factory prepare and reinforce for indicated finish hardware, including reinforcement on both faces for closers. Doors shall be capable of swinging either direction as required by specific site conditions and project requirements, Chemically treated doors for paint adhesion, and apply one (1) complete shop coat of metal primer.

3.13. Pressed Metal Frames

Knock down or welded type per CS242 as minimum requirement: manufacturer's standard 16-gauge steel, depth to suit wall thickness. Provide three (3) anchors minimum per jamb and adjustable floor anchor at bottom of each jamb. Prepare and reinforce for required hardware, including strike box and reinforcement for closers on all frames. Sound deaden concealed faces with 1/8" thick undercoating, chemically treat frames for paint adhesion, and apply one (1) complete shop coat of metal primer.

3.14. Hardware

3.14.1. Exterior Doors

3.14.1.1. Butts: Size and number as recommended by door manufacturer. Use steel butts for exterior doors, with set screw in barrel and ball bearing design.

3.14.1.2. Lockset. Classroom lever handle lockset, cylindrical type, Schlage ND95PD or equivalent supplied with, US26D finish.

3.14.1.3. If more than 1 unit is purchased, the District shall be provided each classroom with two (2) keys which shall be keyed to fit all locksets per classroom.

3.14.1.4. Threshold: Threshold shall be PEMKO 271 A 5"aluminumm with PEMKO 216 AV door bottom or equal.

3.14.1.5. Weather-stripping: All exterior doors shall be weather-stripped with PEMKO 303DV at door jambs and head or equal.

3.15. Entry Stoop and Ramp

Each module shall have a stoop(s) and ramp(s) to conform to Title 24 CAC Section 2-3307. The stoop(s) structure including handrail and wheel guides are to be prefabricated metal in sections that are demountable for moving and reinstallation at a new site. There shall be sufficient cross bracing under the ramp surface to prevent bounce or oil canning of the ramp surface. Design shall be such that height adjustment can be made at the installation site by the building Contractor to accommodate final grade conditions across the building frontage. Stairs, ramps and handrail extensions necessary to meet ADA requirements shall be verified in the field by the building Contractor after setting of building and prior to fabrication and installation of these components.

The ramp(s) and landing surface shall be a minimum 12-gauge steel deck with non-skid finish applied. All ramp(s) surfaces shall be painted as indicated in Section 3.22. Ramp(s) shall have handrails on both sides and shall extend beyond the toe of the ramp(s) as required by DSA. Wall mounted handrails shall be of similar construction to the integral ramp(s) handrail.

Ramp(s) and landing shall be fully skirted with the same material used for building skirt. All edges of the plywood skirt shall be supported and protected from weather. Foundation members shall be as for building foundation. Only the foundation pad resting on grade may extend beyond the outside face of the skirt 1" maximum. The base bid ramp shall be based on a length of 12 feet with a 5'x7' landing. All transitions at the toe of the ramp shall be provided by others.

3.16. Interior Walls

At Classroom: All interior walls shall be vinyl-covered tackboard applied in one continuous length from floor to ceiling. Tackboard backing shall be applied over ½" sheetrock or 3/8" plywood or OSB. The vinyl coating shall weigh a minimum of 8 ounces per square yard. The vinyl wall-covered panel shall have a Class III flame spread rating. The panel shall be approved for use by the Office of the California State Fire Marshal. Reference Brand: Vinyl covered Tackboard as manufactured by Koroseal or Chatfield Clarke. Care shall be taken in mounting the tackboard so that the texture of all panels will have the same orientation and color match.

At Restroom Building; All interior walls shall be finished with Fiberglass Reinforced Panel (FRP).

3.17. Suspended Acoustical Ceiling and Acoustical Panels

Ceiling that support light fixtures or grills shall have a minimum classification of Heavy Duty per ASTM C635. Grid shall be direct hung in strict accordance with Title 21 CAC and Title 24 CAC and IR No. 47-4 issued by DSA.

Acoustical panels shall be 5/8" minimum thick, mineral fiberboard or vinyl-faced fiberglass lay-in panels, square edge, ASTM flame spread index Class I (0-25), 24" x 48" modular size, light reflection 75% minimum, noise reduction coefficient of 0.65 minimum.

Inspect after installation and replace exposed members showing dents or defects.

3.18. Lighting

3.18.1. The Contractor shall furnish a LED lighting system that complies with the following:

3.18.1.1. Shall incorporate energy efficiency.

3.18.1.2. Overall illumination at desk level (30" above the floor) of an average 50-foot candles.

3.18.1.3. The maximum brightness of lighting sources at time of installation shall not exceed 50-foot lamberts.

3.18.1.4. Night lighting shall be provided at exit(s) as manufactured by Enertron or equal. (As applicable)

3.19. Electrical

3.19.1. Provide panel schedule with electrical load calculations on drawings. Eight (8) duplex convenience outlets, grounding type, commercial grade, shall be provided in each classroom and storage building. Four outlets maximum per circuit shall be allowed. They shall be located as evenly spaced as practical with two (2) per wall around the room, 12" to 18" above the floor. A clock outlet may be installed, as requested.

3.19.2. A 12" diameter electric wall clock may be installed in the classroom building near the center of the rear wall approximately seven (7) feet above the floor, as requested.

3.19.3. All electrical wiring 110V and greater shall be in conduit systems and shall meet or exceed the requirements of NEC minimum size conduit ½".

3.19.4. Acceptable Conduit:

3.19.4.1. Electrical metallic tubing (EMT); galvanized thin wall.

3.19.4.2. Flex (Interior); galvanized steel.

3.19.4.3. Flex (Exterior); galvanized steel with factory-applied PVC jacket.

3.19.5. All conduits shall be continuous from outlet to outlet and shall be secured in conformance with T- 24, Part 3. Field bends shall be avoided wherever possible. Where bends must be made, use an appropriate "Hickey" or bending machine. Ream and debur all conduit prior to installation and terminate in appropriate bushing or conductors.

3.19.6. Wiring shall be No.14 minimum copper type TW, THW, THHN, or THWN, as applicable. Conduit fill shall not exceed requirements of T-24, Part 3. A separate grounding conductor shall be pulled throughout the entire system. Take care to avoid damage to wire or insulation during pull-in. Use powdered soapstone or a pulling compound such as "Yellow 77" lubricant, if necessary.

3.19.7. Load monitoring, program bell, clock system, public address system, intercom system, T.V. system, projectors, data system, security system, cameras, electronic card reader systems or boxes except as noted on drawings are by others.

3.20. Windows

Provide 8'x4" anodized aluminum frame dual glazed 3/16" gray tempered over 1/8" clear tempered window units in opposite walls. One window shall be installed in the same wall and a minimum of two (2) feet from the door. The restroom building shall have windows as per Contractor's pre-approved DSA plans. Window frame shall be fixed. Glazing material shall be tempered glass of solar gray, glare-reduced type. Header height shall be the same as the door. Windows shall not be mounted to the exterior plywood surface. All windows shall meet the AAMA GS101-88 Voluntary Specifications for aluminum prime windows and sliding glass (ANSI), commercial grade.

3.21. Painting

3.21.1. All exposed surfaces shall be painted except aluminum window frames and thresholds. Material shall be of the grade specified or equal.

3.21.2. Exterior- Wood siding, trim and skirting - Flat latex; Apply one coat of primer and at least one finish coat. Prime coat shall be brushed on or sprayed and back brushed into all grooves in the siding. If necessary, in the opinion of the inspector, an extra coat shall be applied to all grooves so that the finish coat will have a uniform appearance. Spray coating only of prime coat is not acceptable. Allow prime coat to dry according to manufacturer's recommendation. Prime and finish coats shall be compatible and manufactured by the same company. Color will be selected by the District after Award of the Bid.

Reference Brands	Dunn Edwards	Kelly Moore
Exterior	SSHV-10	1240-XXX

3.21.3. Interior Trim - All trim not pre-coated shall be painted with two (2) coats of semi-gloss latex over primer.

Reference Brands	Dunn Edwards	Kelly Moore
Finish	SSHL-40	1650-XXX

3.21.4. Metal – All metal non-galvanized surfaces shall be primed with rust inhibitive primer.

3.22. Floor Covering and Base

3.22.1. **Carpeting**. All classroom and storage buildings shall be carpeted with direct glue-down type per State of California Specification 7220-XXX-01, Group I, Type A, Class 24. Color will be selected by the District after Award of the Bid.

3.22.2. The carpet density shall be 4600 minimum. Pile yarn shall be a braided nylon. Suitable metal molding strips shall be installed according to the manufacturer's written instructions to protect the carpet edge at all interfaces with other flooring. No cross seams will be allowed.

3.22.3. **Resilient Sheet Vinyl.** All restroom buildings shall have Armstrong Connection Corlon, or approved equal. Install per manufacturer's instructions. Noted sheet vinyl is the minimum standard of quality acceptable and, if used, shall be provided with integral 6' min. cove base.

3.22.4. **Resilient Topset Cove Base @ Classrooms.** Best quality, molded rubber, 1/8" thick, 4" high, molded top-set cove. Provide preformed base for square external corners and preformed end stops where base does not abut. Provide solid color as manufactured by Roppe or equal. Apply seamless cove throughout complete perimeter of buildings.

3.22.5. **Adhesives.** As recommended by floor covering and base manufacturer. Furnish and apply per manufacturer's written instructions. Shall be nontoxic and water based.

3.23. Insulation

Wall and floor insulation shall have a rating of R-13. Ceiling insulation shall have a rating of R-19. Floor insulation shall be secured in a manner approved by the District Architect.

The insulation support material shall prevent movement of the insulation during transportation. The insulation and support material shall be intact upon delivery to the site and shall completely cover the floor cavity.

3.24. Heating, Ventilation and Air Conditioning

3.24.1. At the classroom building, the Contractor shall provide power ventilation.

3.24.2. The HVAC units will be single package wall mounted air to air electric heat pump with R-410 coolant. Unit shall be rated in accordance with ARI Standard 240-77.

3.24.3. Performance

3.24.3.1. Efficiency shall be 11 EER (Energy Efficient Ratio) certified by the manufacturer and verified by, ARI Standard 210 / 240 - 94. The HVAC system shall have a minimum 3 supply diffusers, and a direct wall return.

3.24.3.1.1. Combo unit (s) shall be factory assembled, piped, wired, tested and provided with operating refrigerant charge. Unit shall be U.L. and C.E.C. listed.

3.24.3.1.2. Filters shall be as hereinafter specified.

3.24.3.1.3. HVAC unit shall be suitable for outdoor installation.

3.24.3.1.4. Filter shall be U.L. listed class 2 throw away type (SFM listing 3175-140:006) and shall have 25% efficiency based on ASHRAE Test Standard 52-76. (Standard of quality shall be Farr 30/30 or approved equal.)

3.24.3.1.5. Reference Brands: Bard S43H series or equivalent.

3.24.3.1.6. All units shall be electric heat pump(s), one (1) phase system, UL approved or comparable and meet current energy standards.

3.24.4. At elevations where the HVAC heat pump noted above is not adequate to meet the listed criteria, the Contractor shall provide a HVAC heat pump that will meet the geographic requirements.

3.24.4.1. The system shall maintain an automatically controlled indoor classroom temperature of 78 degrees F in summer and 68 degrees F in winter with a 45 percent relative humidity when the outdoor dry bulb temperature varies between 100 degrees F in summer and 10 degrees F in winter and a wet bulb temperature of 72 degrees F (average).

3.24.4.2. The system must maintain the above temperatures when the damper is adjusted to use approximately one-third (1/3) fresh air.

3.24.5. Ductwork

3.24.5.1. Construct all ductwork of galvanized sheet metal in accordance with UMC, ASHRAE Guide Equipment Volume and SMACNA Low-Velocity Duct Construction Manual, latest editions. All ductwork shall be insulated with 1" thick fiberglass duct wrap with vapor barrier. Provide 1" duct attenuation at all ductwork within 2'0" of HVAC unit.

3.24.5.2. Nonmetallic Ductwork option: In accessible concealed portions of duct system rigid 1" fiberglass or insulated “Flexduct: with vapor barrier may be substituted for sheet metal ductwork. All ductwork within 2' of the HVAC unit and all interface connections shall be metal. Duct work and reinforcement shall be designed for 2" static pressure. Reference Brands: “Owens-Corning Fiberglass: Duct Board, 1" thick, and “Manville” Micro-Aire, Type 475. Nonmetallic ductwork shall conform to NFPA 90-A and 90-B and SMACNA Class 1 rating.

3.24.6. Registers and Diffusers: Provide three (3) minimum four-way throw air diffusers as manufactured by Nailor commercial-grade grilles and registers or equivalent.

3.24.7. Thermostat

3.24.7.1. Provide electronic programmable thermostat. Thermostat shall have the following functions:

3.24.7.1.1. Five (5) and two (2) weekday/weekend programming with four (4) separate time/temperature settings per 24-hour period.

3.24.7.1.2. Programmable display.

3.24.7.1.3. Two-hour override minimum.

3.24.7.1.4. Status-indicated LEDS.

3.24.7.1.5. Battery back-up.

3.24.7.2. Provide locking clear thermostat cover with access hole for program override.

3.24.7.3. White Rodgers 1F85 or equal is required.

3.24.8. Notes

3.24.8.1. Calculations shall be based on an occupancy for 24'x40' building of thirty (30) pupils and an interior space of approximately 9,000 cubic feet. Calcs shall be modified accordingly with increase in size of building (30'x32', 36'x40', 48'x40'). The mechanical ventilation system shall provide approximately 15 cubic feet of air per minute per pupil.

3.24.8.2. This size building is exempt from the requirements pertaining to HVAC equipment contained in the citation, Paragraph 3.28.

3.24.8.3. Manufacturer's literature, operating instructions and guarantee shall be delivered to the school office at the time the building is delivered.

3.24.8.4. The unit shall be installed in strict accordance with manufacturer's instructions with particular attention to required flashing. The District shall be responsible for the cost of the air balance and/or commissioning report if specified.

3.24.8.5. Energy Management Systems design and installation is by others. Contractor to provide conduit pathway where required.

3.25. Plumbing Fixtures and Trim – Restroom Building

3.25.1. Compression Fittings. No. 3150LK. Exposed stops and supplies shall be ½" Speedway No. SR3712A, lock shield, loose key, or equal.

3.25.2. Accessible Water Closet: Kohler, 17" high, wall-mounted, Zurn flush valve, Bemis white open-front seat, or equal.

3.25.3. Non-Accessible Water Closet: Kohler, Zurn flush valve, Bemis white open-front seat, or equal.

3.25.3.1. As a minimum (Multi-occupancy) provide: Boys - 1 regular & 1 handicapped: Girls - 3 regular & 1 handicapped.

3.25.4. Lavatory: Kohler, or equal. With Zurn metered faucet, or equal.

3.25.4.1. As a minimum provide: 2 each in Boys & Girls @ 12'x40' unit).

3.25.5. Urinal (12'x40' unit only): Kohler, or equal. with Zurn flush valve, concealed hanger, or equal.

3.25.5.1. As a minimum (Multi-occupancy) provide: Boys - 3 each @ 12"x40" unit.

3.25.6. Toilet partitions and Urinal Screen: Floor mounted, overhead braced, solid plastic type (by Accurate) or approved equal.

3.25.7. Stainless Steel Handicapped Compliance Grab Bars: two per each enclosure.

3.25.8. Mirror: Stainless steel framed mirror Bobrick B165 or equal, one (1) for each lavatory.

3.26. Plumbing – Classroom Building

Provide rough-in plumbing with access panel for potential sink in all classroom buildings having a floor area over 960 sq. Ft. (36'x'40', 48'x40'). Location shall be determined by District prior to fabrication.

3.27. Fire Alarm

Contractor shall install exterior-accessed & recessed junction box near the electric distribution panel with ½" conduit stubbed up wall to above the ceiling for future connection by others. Contractor shall also install ½" conduit from fire alarm pull station junction box mounted near the front exit door, up to (1) interior horn, (1) exterior horn & (1) interior strobe boxes accordingly, and then stubbed up above ceiling, also for future connection by others. All exterior boxes will be covered by a weather proof metal plate. Horns/strobe shall be mounted near the doorway area at 80" above finished floor/grade. The system shall have a dedicated electrical circuit.

3.28. Fire Extinguisher

Each portable classroom shall be equipped with a pressure-type fire extinguisher with 2A10BC UL rating, to be mounted on the interior wall of the building near the doorway at a height of four (4') feet. Fire extinguishers shall be totally charged and have dial indicating the state of charge.

3.29. Whiteboard

Whiteboards shall be 28 gauge porcelain enamel steel white facing sheet suitable to accept dry erase felt markers. The facing sheet shall be laminated, using a hot melt adhesive, to a medium density particle board substrate with a minimum density of 45#/c. ft. The panel shall have a foil backing. The panels shall have extruded aluminum molding and chalkrail with a minimum of two (2) 15/16" projection from the face of the panel. A full-length maprail shall be provided with cork inset and end stops. The maprail and chalkrail are to incorporate a channel to wrap around the panel. Three (3) map hooks with clips per panel shall be provided. One (1) flag holder, ½" size, shall be provided for each classroom. Each classroom shall have two (2) each 4 x 8 panels installed side by side to make a 4 x 16 panel, centered on one (1) of the long walls. Reference Brands: Chatfield Clarke Company LCS Type, or equal.

3.30. Energy Conservation

The bidder's attention is directed to Title 24 CAC, Building Standards, Part 6, Division T20, Chapter 2, Subchapter 4 Article 2, on energy conservation regulations and required certification.

3.31. Interior Wood Doors

Solid core flush veneered wood doors shall be WI custom grade, Type A or B construction. Face veneers shall be red birch species for transparent finish.

3.32. Casework

3.32.1. Manufacture plastic laminate faced cabinet work in accordance with WI Manual of Millwork, Section 15, Casework - Laminated Plastic or Decorative Polyester overlay covered, Custom Grade, except as modified herein.

3.32.2. Manufacture countertops in accordance with WI Manual of Millwork, Section 16, Laminated Plastic Counter Tops, Splashes, and Wall Paneling, Custom Grade.

3.32.3. Modifications to WI Manual;

3.32.3.1. **Plastic Laminate**. NEMA LD3 for the following**:**

3.32.3.1.1. **Horizontal Surfaces**. ULEF General Purpose Type, nominal 0.050 inch thick.

3.32.3.1.2. **Vertical Surfaces**. ULEF Vertical-Surface Type, nominal 0.028 inch thick.

3.32.3.1.3. **Cabinet Liners**. ULEF Cabinet-Liner Type, nominal 0.020 inch thick.

3.32.3.1.4. **Backing Sheets**. manufacturer's standard backing sheet, nominal 0.020 inch thick.

3.32.3.1.5. **Surface Finish**. Satin finish, color as selected from manufacturer's full range of colors and patterns.

3.32.4. **Counter Tops and Splashes.** Plastic laminate covered, meeting the Custom Grade requirements of WI, Section 16, with coved top to splash joints and exposed edges and ends self-edged, unless otherwise detailed.

3.32.5. **Drawer Boxes.** Provide with sub-fronts and applied finish fronts securely fastened, with square corners and self-edged. Provide drawers with metal slides except as noted otherwise.

3.32.6. **Doors.** Flush overlay type, hinged to swing flat against the face of adjoining cabinet or the side of cabinet, with square corners, and self-edged. Do not notch door or cabinet ends, or divisions to receive hinge.

3.32.7. **Shelves.** 3/4" thick for spans up to 35 inches and 1 inch thick for spans over 35 inches up to 48 inches, and adjustable to 1 inch centers. Do not recess metal shelf standards into the end panels; notch shelving to clear standards.

3.32.8. Cabinet Interiors, including faces and edges of shelving therein, and interior door faces: Finish with cabinet liner, white melamine.

3.32.9. Cabinet Hardware:

3.32.9.1. **Hinges**: Heavy duty wrap-around offset for overlay doors with non-removable pin; flat black or dull chrome finish, National or equal.

3.32.9.2. **Pulls**: Surface mounted aluminum, US 26D finish, and one of the following: National or equal.

3.32.9.3. **Catches**:

3.32.9.4. **Drawer slides**: full extension with no deflection, ½" slide space, 100 pound load capacity. Zargen Drawer systems, or equal.

3.32.9.5. **Adjustable Shelf Standards**: KV or equal.

3.32.9.6. **Door and Drawer Locks**: Corbin, or equal for single doors and active leaf of pairs of doors. Provide 2 keys for each lock. – Optional

3.32.9.7. **Metal Strike Plates**: Provide cabinet door and drawer locks with metal strike plates.

3.33. Two Story (Four Classroom) Relocatable Facility Criteria

3.33.1. Relocatable modular classroom building shall be shown on drawings. The overall construction of the unit shall meet or exceed the specifications for the base bid for the classroom units, except as noted. Incorporate shear wall, brace frame, or rigid frame design. Construction type shall be Type II or V (One-Hour) or Type II or V (Sprinkler) as required by the Division of the State Architect and State Fire Marshal. Fire sprinklers shall be a wet pipe system constructed to NFPA 13 using "Pipe Schedule" method for sizing pipe. Point of connections shall be constructed in such a way as to be readily relocatable (i.e. bolted connections between floors and to the foundation).

3.33.2. Stairs shall be provided to provide access to the second floor classrooms. Stringer sections, landings sections and columns shall be fabricated in sections with bolted connections to allow for ease of future relocation. Balcony sections shall be steel with composite concrete deck with non-skid surface finish. Columns shall be tubular steel. Provide concrete foundation for balcony. Sections shall have handrails on open sides. Balconies and guardrails shall comply with the CBC, Title 24, CCR, Part 2. Fabricate guardrails from 2 inch square steel tubing and handrails from 1-1/2"square steel tubing. Wire cloth infill to be 2"x2"x1/4" wire mesh welded to 3/4"x1"x1/8" channel frame. Mount frame to guardrails with ½" diameter offsets spaced at each end and intermediate of each infill section.

3.33.3. Elevator Tower. See Modular Elevator Specification.

3.34. Erection at the Site

Once delivery of modules on site is made, erection shall commence immediately and be pursued in a timely manner until complete. All modules called for at that site shall be scheduled for delivery and erection in one continuous time frame (Saturdays, Sundays, and holidays are accepted). Failure to begin and pursue erection shall be considered as a breach or default of the Contract.

The Contractor shall furnish materials, articles, and equipment in ample quantities and at such times as to assure uninterrupted progress on the work. Failure to provide adequate working force, or material of proper quality, or failure in any other respect to prosecute the work with diligence and force specified herein are grounds for declaring a default on Contract.

Security of the buildings against vandalism is the sole responsibility of the District until installation of the buildings, according to the terms of this Contract, has been completed and the buildings have been accepted by the District.

District to provide temporary fencing if necessary

3.35. Clean Up

Because of the nature of the site, i.e., school grounds, the Contractor shall lock up all materials and equipment at the end of the day's work. All scrap material shall be removed from the site at the end of each day's work.

The building site and the building shall be clean and ready for occupancy prior to acceptance by the District.

3.36. Utility Hook-Up

All utility connections shall be located as indicated on site plans to accommodate hook-up at the site. Utilities hook-up by others. The District's Architect will provide the site plan(s).

3.37. Grounding of Building Components

Bonding of all metal portions of the building for ground, i.e., frame, ramp, etc., is the responsibility of the Contractor to the satisfaction of the site inspector. Grounding of total building, including ground rod, wire, connections, etc., shall be installed and ready for testing by others in the presence of site inspector. Testing shall be conducted per IR No. 8-1 as issued by DSA.

END OF DOCUMENT

HIGH PERFORMANCE DESIGN SPECIFICATIONS

1. GENERAL

1.1. Related Documents and Provisions

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

1.1.1. General Conditions;

1.1.2. Special Conditions;

1.1.3. Regulatory Requirements;

1.1.4. Modular Building Specifications

1.1. Summary

These specifications describe prefabricated, relocatable, clear span building of a classroom type. The building unit(s) shall be erected sites(s) complete and ready for use. All costs for transportation and installation at the site are to be included in the bid price

1.2. Provided By District – Not in Contract

1.2.1. The electrical service drop and connection and plumbing connection (s) to the building will be supplied by others.

1.2.2. The site will be turf-free, cleared and graded to within 0.1 feet of subgrade for each building.

1.2.3. Each site will have a minimum soil bearing capacity of 1,500 PSF with a moisture density ratio of 90% minimum.

1.2.4. The Contractor will be provided unobstructed delivery access to the location of each building.

1.2.5. The District shall be responsible for all rigging/crane costs associated with a District-furnished foundation.

1.2.6. The District shall be responsible for and provide access to the site for the installation of the building(s).

1.2.7. Removal and protection of trees, shrubs, fencing, sprinklers, playground equipment and/or other obstacles necessary for the installation of the building(s) shall be the responsibility of the District.

1.2.8. The District shall be responsible for the costs of the air balance and/or the commissioning of the HVAC system.

1.3. Definitions

1.3.1. **Architect** – Consulting Architect licensed by the State of California and retained by each School District.

1.3.2. **Approval** – When the work approval appears, it shall indicate that the designated agency have reviewed the specified plans and/or materials and has certified compliance with these specifications.

1.3.3. **Contractor** – The company responsible for performance of the terms of the Contract issued by a School District or public agency, shall be the same as the manufacturer.

1.3.4. **Department** – Ross Valley School District, the agency calling for the bid.

1.3.5. **District** – Any School District or public agency in the State of California. If any County Office of Education chooses to place an order for relocatable buildings, it too shall be considered a District.

1.3.6. **Manufacturer** – The company who manufactures the modules shall be the same as the Contractor.

1.3.7. **DSA** - Division of the State Architect, State of California.

1.3.8. **Inspector** – A building inspector approved by DSA and employed by School District or public agency to insure that the plans and specifications of the Contract are adhered to.

1.4. Submittals

The following material shall be submitted as part of the bid:

1.4.1. DSA Approved PC drawings for the three base bid building designs.

1.4.2. BIDS SUBMITTED WITHOUT THE LISTED MATERIALS SHALL BE CONSIDERED NON-RESPONSIVE AND THE BID SHALL BE REJECTED.

1.5. Stockpiling

Should the vendor decide to stockpile buildings meeting these specifications, vendor shall be responsible for all DSA fees required to do such. The District(s) shall pay DSA fees only to the DSA.

The District(s) must be notified that a stockpile unit will be provided. The District shall have the choice of ordering a non-stockpiled building. If the former is chosen, vendor shall fully comply with all aspects of this bid.

1.6. Approval by the Division of the State Architect

The Contractor shall submit one (1) set of plans and specifications including structural, mechanical, electrical, and air conditions with calculations, to the District's Architect within twenty (20) business days after receipt of District's Award/Purchase Order. All plans, specifications and calculations signed by an architect(s), structural engineer(s), electrical engineer(s) and mechanical engineer(s) shall be licensed by the State of California. Any notations or corrections required by the District Architect shall be incorporated into the plans and specifications, and they shall be returned to the District Architect within ten (10) business days in the form of one (1) set of reproductive and two (2) prints of complete sets of plans and specifications.

After correction (if any) as noted by Architect has been made, the Architect, with the assistance of the Contractor, shall obtain approval from DSA. If the DSA requires changes in the plans or specifications, the Contractor, shall obtain approval from DSA. If the DSA requires changes in the plans or specifications, the Contractor shall accomplish the changes and resubmit the corrected documents to the District Architect

within ten (10) business days. The vendor shall have only one (1) opportunity to correct plans at the architect level at the DSA review level.

The only exception to the above is if during a back-check (review of corrected plans), additional deficiencies are discovered. If this happens, the turn-around time to correct and resubmit is again ten (10) business days. Re-submittals shall be delivered by email, express mail or may be delivered in person.

The Contractor, after receiving State approval, shall furnish six (6) sets of plans and specifications for each DSA approval number and for each site, to the District Architect for his distribution to owner, inspector, recorder, and others as necessary. District will make any payment required in obtaining DSA approvals.

1.7. Inspection

Inspection of prefabricated buildings is divided into two (2) separate functions: (1) In-plant inspection and (2) On-site inspection.

Inspectors shall be retained by the District.

In-plant inspection and material testing shall be accomplished under the supervision of the District Architect. The Contractor shall notify the District Architect and the designated inspectors at least forty-eight (48) hours prior to commencing work. The manufacturer shall provide the inspector with full access to all plant operations involving work under this Contract and shall advise the inspector in advance of the time and place when operations that the inspector wants to observe take place. Before the building(s) are removed from the plant for delivery to the storage facility or from the storage facility to the site, the inspector and District Architect shall determine that they are acceptable and issue a written release, which shall be in the form of a Verified Report (Form SSS-6) A COPY OF THE INSPECTOR'S VERIFIED REPORT AND AGENCY ARCHITECTS PUNCH LIST SHALL ACCOMPANY EACH BUILDING TO STORAGE OR TO THE SITE(S).

On-site inspection shall be done by the site inspector. All work which the manufacturer or his subcontractors perform at the site shall be subject to the inspection of the site inspector. The manufacturer will furnish the site inspector with such information as may be necessary to keep him fully informed as to progress of work and dates when site work will occur. The Contractor shall notify the District at least seventy-two (72) hours prior to commencing on-site work.

1.8. Coordination of Work

All site conditions not under Contractor's direct control are to be the District's responsibility.

It shall be the Contractor's responsibility to make all necessary arrangements with the District's authorized representative for access to grounds and removal of equipment, if necessary. This contract shall be made at least forty-eight (48) hours prior to delivery of any module.

The Contractor shall verify that the District's site is ready to receive the building(s) prior to the delivery of any building(s) by visiting each site. In the event buildings are delivered to any site that is not in condition to receive buildings, the Contractor shall be responsible for all costs incurred, including but not limited to, inspector's time.

1.9. Guarantee/Warranty

Contractor hereby unconditionally guarantees that work will be done in accordance with requirements of Contract and per Section 2.0; and further guarantees the work of Contract to be and remain free of defects in workmanship and materials for a period of two (2) years from date of acceptance by the District, unless a longer guarantee period is specifically called for. Contractor hereby agrees to repair or replace any and all work, together with any other adjacent work which may have been damaged or displaced in so doing, that may prove to be not in accordance with requirements or Contract or that may be defective in its workmanship

or material within guarantee period specified, without any expense whatsoever to the District, ordinary wear and tear and unusual abuse or neglect excepted. Contract bonds are in full force and effect during guarantee period.

Contractor further agrees, that within ten (10) business days after being notified in writing by the District of any work not in accordance with requirements of Contract or any defects in the work, he will commence and prosecute with due diligence all work necessary to fulfill terms of this guarantee, and to complete the work within a reasonable period of time.

In the event he fails to so comply, he does hereby authorize said District to proceed to have such work done at Contractor's expense; and he will pay cost thereof upon demand. The District shall be entitled to all costs, including reasonable attorney's fees, necessarily incurred upon Contractor's refusal to pay above costs.

1.10. Asbestos Certification

The successful bidder will be required to provide for each unit purchased under this bid, certification that the unit contains no asbestos-containing building material (ACBM).

The certification shall be in writing and shall be made by an architect or project engineer who is retained by the Contractor and is responsible for the construction of the relocatable buildings. The certification shall state that no ACBM was specified as a building material in any construction document for the unit and to the best of his or her knowledge, no ACBM was used as a building material in the unit. The certification may be made by an accredited asbestos inspector.

The certification shall conform to Paragraph 763.99 (7) of the Federal Register dated October 30, 1987, Part III Environmental Protection Agency, 40 CAR Part 7673, Asbestos-Containing Materials in Schools; Final Rule and Notice.

1.11. Certification of Compliance

The Contractor will provide to the District for each relocatable building delivered, a letter or certification that said building was built and installed in compliance with Section 2.0 as well as with all local codes, laws, and regulations applicable to relocatable buildings.

1.12. Applicable Documents

The following documents shall be the latest issue as adopted by the State of California at the time of the bid opening, and shall form a part of this specification to the extent they are applicable.

California Administrative Code (CAC)
Title 5 Education Code
Title 19 Public Safety
Title 20 Public Utilities
Title 21 Public Works
Title 24 Building Code
Title 25 Housing Community Development

2013 California Building Standards Administration (Part 1, Title 24 CCR)
2013 California Building Code, Volumes 1, 2 and 3 (Part 2, Title 24 CCR)
2013 California Electrical Code (Part 3, Title 24 CCR)
2013 California Mechanical Code (Part 4, Title 24 CCR)
2013 California Plumbing Code (Part 5, Title 24 CCR)
2013 California Energy Code Part 6, Title 24 CCR
2013 California Elevator Safety Construction Code (Part 7, Title 24 CCR)
2013 California Fire Code (part 9, Title 24 CCR)
2013 California Referenced Standards Code (Part 12, Title 24 CCR)
2013 California Green Code (CGC) Part 11, Title 24 CCR
NFPA 13, 2013 Edition, Installation of Automatic Sprinkler Systems, as amended

NFPA 14, 2013 Edition, Installation of Standpipe, Private Hydrant and Hose Systems
NFPA 24, 2013 Edition, Installation of Private Fire Service Mains and their Appurtences
NFPA 72, 2013 Edition, National Fire Alarm Code, as amended
American Welding Society – Standard Qualifications Procedures
American Wood Preservation Association
National Fire Protection Association NFPA 90A
National Warm Air Heating and Air Condition Association
National Electrical Code
ASTM C635- Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings
State of California Specification 7220-XXX-01, Carpet
Interpretations of Regulation (IR) issued by the Division of the State Architect

2. PRODUCTS

2.1. Material and Workmanship

All workman shall be skilled and qualified for work which they perform. All materials used, unless otherwise specified, shall be new and of the type and grades specified. The Contractor shall, if requested, furnish evidence satisfactory to the Architect that such is the case.

Contractor's crew assigned to any work performed under this Contract shall include one competent and fully experienced person designated as the responsible person in charge. Such person must be identified by name to the District in advance of any work. Upon request, the Contractor shall promptly furnish to the District information relating to this employee's experience.

3. DESIGN CRITERIA & EXECUTION

3.1. General

Two (2) modules in the case of the classroom building (24x40) or three (3) modules in the case of the classroom building (30x32), (36x40) or four (4) modules in the case of the classroom building (48x40) or six (6) modules in the case of a (72x40), or two (2) modules in the case of the classroom building (28x36) designed so that two (2) or three (3) or four (4) or more modules may be joined together to form a complete building; maintain a positive alignment of floors, walls and roof, and to permit simple nondestructive detachment for future relocation.

Each module shall be permanently identified with a identification tag 3" x 1 ½" minimum size with the following information:

A. Design wind load
B. Design roof live load
C. Climate Zone
D. DSA Application Number
E. Design Floor Load

This tag may be in addition to or combined with the identification tag required by the Division of the State Architect.

Each module shall be capable of resisting all vertical and lateral loads during transportation and relocation. When modules are assembled, joints shall be sealed with removable closing strips or other method to present a furnished appearance and be permanently waterproof.

Each module shall be sufficiently rigid to be jacked up at the front and back corners for relocation without damage or the module shall have lift lugs at the front and back located as required so that the module may be

jacked up for relocation in one piece without damage. This requirement shall be met without additional supports of any type.

Evidence of excessive bowing during the installation of the modules which, in the opinion of he Architect, causes excessive working at any joint or compromises the structural integrity of the module shall be sufficient reason for rejection of the module.

Finish and base materials at each module, except roofing, floor covering and suspended ceiling, shall terminate at interior module joints in a manner to join flush and tight with the same material in adjacent module so that modules may be relocated with minimum cutting and patching.

The structural system of each module shall be either an independent moment-resistant steel frame or steel attachments as required to resist lateral loads in both directions for both single and two story buildings. Shear wall type construction may be employed on snow load buildings only – No Exceptions.

Any trademarks, pending patents, patents, or design ideas, concepts are considered instruments of services and intellectual property of Contractor.

3.2. Standards Baseline

The baseline building will be based on Modular Buildings Specifications. The Sections below however, supercede for the High Performance buildings.

3.3. Structural

3.3.1. All steel moment frame, 45% Recycled DSA PC Design.

3.3.2. 1:12 nominal Mono pitched, 3" standing seam metal cool-roof, SRI 80.

3.3.3. Architectural front and rear louvered shade structures with hot dipped galvanized finish.

3.3.4. 5" concrete on metal deck floor system, 25% RC fly ash.

3.3.5. Galvanized 8' insulated door with view window.

3.3.6. Factory applied 7/8 hybrid plaster system exterior finish.

3.4. Insulation

3.4.1. Cumulative R-Values: R-21 HD Wall and R-30 HD Roof.

3.4.2. Eco-friendly insulation

3.4.2.1. Green Guard Certified,

3.4.2.2. formaldehyde-free,

3.4.2.3. 30% recycled content.

3.5. Floor and Wall

3.5.1. Vaulted T-bar ceiling design, 8'6" – 10'-6"

3.5.2. Tackable Wall Coverings, Low-VOC, high RC, 100% recycled backing.

3.5.3. (2) 5’ x 8’ ft. whiteboards.

3.5.4. Formaldehyde-free, FSC certified composite wood within casework.

3.5.5. Acoustical ceiling tiles, 2’ x 2’, Low-VOC, 82% RC.

3.5.6. Carpet tiles, Green Label Plus for IAQ, 45% RC, 100% recycled backing (24” x 24”).

3.5.7. Low to no VOC primers and paints.

3.6. Energy, Lighting and Windows

3.6.1. Solar Panel Ready Roof – 3psf.

3.6.2. Large Low-E dual glazed view windows – recycled aluminum frames.

3.6.3. Energy Star tubular skylights with adjustable damper (as applicable) / 6 ea per 960 sf.

3.6.4. LED dimmable lighting system wit occupancy sensors.

3.6.5. Fixed windows.

3.6.6. Manually operable shades.

3.6.7. Architectural exterior LED light on Photos Cell or EMS ready.

3.7. Indoor Air-Quality and Thermal Comfort

3.7.1. High Efficiency indoor floor supported HVAC.

3.7.2. HVAC MERV 13 filter.

3.7.3. Separate temperature/ventilation controlled for each classroom.

3.7.4. Permanent walk-off mats.

END OF DOCUMENT

MODULAR ELEVATOR SPECIFICATIONS

1. GENERAL

1.1. Related Documents and Provisons

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

1.1.1. General Conditions;

1.1.2. Special Conditions;

1.1.3. Modular Building Specifications

1.1.4. High Performance Design Specifications

1.2. Summary

Provide a modular elevator for the Two-story buildings allowable in this contract.

1.3. Provided by District – Not in Contract

1.3.1 All electrical must be run in EMT or rigid conduit, for both high and low voltage.

1.3.2 All electrical to be terminated and hooked up in disconnect and junction boxes which are provided in the elevator.

1.3.3. The controller cannot be used as a pull box.

1.3.4. All electrical circuits must be hot, smoke detector operational and telephone mist have dial tone prior to calling to prepare elevator for final inspection.

1.3.5. Conduit and power location as directed by Contractor.

1.3.6. Conduit and power up for electrical service to the elevator disconnect.

1.3.7. Conduit and power(s) for the three 100v circuits.

1.3.8. Conduit and line for the telephone.

1.3.9. Detector must have two sets of open dry contacts.

1.3.10. Conduit run from smoke detector to the controller

1.3.11. Telephone line to be run in conduit to jakes supplied above controller.

1.3.12. Telephone number to be supplied for emergency auto dialing.

1.3.13. All circuits to be dedicated and originate outside of the elevator or the equipment room.

1.3.14. Installation of a drain line and tank or other approved means to deal with sump drain discharge.

1.3.15. Elevator Fire Alarm as required, including smoke detector in machine room an AC for machine room (if required).

1.3.16. Install Ground Rod in bottom of the elevator pit. Attach a bond from ground rod to lug on tower frame.

1.3.17. All items listed above must be completed before sending a crew to adjust and go through the inspection process. A two-week notice is required to schedule appointments after installation is complete.

1.3.18. State elevator regulations require that the District have a Service Contact. This requires that the elevator be serviced each month. Not having a service contract could affect warranty on the elevator.

1.4. Submittals

Provide shop drawings.

2. PRODUCTS

2.1. Manufacturers

Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the work include but are not limited to the following:

As distributed by T.L. Shield & Associates, Inc. or equal

2.2. Materials and Components

2.2.1. **General Requirements.** Provide manufacturer's standard pre-engineered elevator system(s) that will comply with or fulfill the requirements of elevator schedule sheets at end of this Section, or at manufacturer's option, provide custom-manufactured elevator system(s) that will fulfill requirements. Where components are not otherwise indicated, provide standard components published by manufacturer as included in standard, pre-engineered elevator system(s) and as required for a complete system. All hydraulics, car, platform, car doors, hoistway doors, to be pre-installed in pre-engineered, pre-fabricated hoistway tower.

2.2.2. **Hydraulic Machines and Elevator Equipment.** Provide manufacturer's standard twin jacks for each elevator, with electric pump-tank-control system equipment in machine room as indicated.

2.2.3. **Piping.** Provide size, type, and weight piping recommended by manufacturer, and provide isolation couplings to prevent sound/vibration transmissions from power unit.

2.2.4. **Inserts.** Furnish required concrete anchors for anchorage of the modular elevator unit.

2.2.5. **Car Frame and Platform.** Manufacturer's standard welded steel units.

2.3. Control Systems

2.3.1. **General.** Provide manufacturer's standard control system for each elevator or group of elevators as required to provide automatic operation of the type indicated and defined in the Code as "Operations".

2.3.2. **Single Elevator Control – Passenger.** Provide solid-state "Selective collective Automatic Operation", as defined in ASME/ANSI A17.1.

2.3.3. **Auxiliary Operations/Controls.** In addition to primary control system features, provide the following controls or operational features for passenger elevators, except where otherwise indicated.

2.3.3.1. Emergency power operation, where scheduled.

2.3.3.2. Automatic 2-way leveling.

2.4. Signal Equipment

Provide signal equipment for each elevator or group of elevators to comply with requirements indicated below

2.4.1. Provide illuminated hall-call and car-call buttons that light up when activated and remain lit until call or other function has been fulfilled; fabricated of acrylic or other permanent plastic.

2.4.2. Except for buttons and illuminated signal elements, fabricate signal equipment with exposed surfaces of stainless steel with manufacturer's standard directional polish or satin finish.

2.4.3. **Car Control Stations.** Provide car control station in each car with flush-mounted metal face plates containing call button for each landing served and other buttons, switches, and controls required for specified car operation and control. Mount as shown or scheduled at height complying with ASME/ANSI A17.1. If not otherwise indicated, mount in return panel adjacent to car door. Provide operating device symbols as required by Code. Mark other buttons and switches with manufacturer's standard identification for required use or function.

2.4.4. **Car Position Indicator.** For Passenger elevator cars, provide either illuminated-signal type or digital-display type, located near top if each car or in car control station. In addition to visual indicator, provide audible signal to indicate to passengers that car is either stopping at or passing each of the floors served.

2.4.5. **Hall Push-Button Station.** Provide hall push-button station at each landing for each elevator. Provide 1-button station where only one direction of travel is available and indicate which direction that is.

2.4.6. **Car Riding Lanterns.** Provide units with illuminated "up" and "down" signal arrows, but provide single arrow where only one direction is possible. Provide units projecting from faceplate for each of angular viewing, except provide flush units where a location in hoistway entrance frame is indicated. Match materials, finishes, and mounting method of hall push-button stations.

At manufacturer's option, hall lantern signals may be placed either above or beside each hoistway entrance or in jamb of entrance frame for each elevator. Mount at minimum of 6'-0" above finished floor.

In conjunction with each car riding lantern device, provide an audible signal to indicate that a car is arriving in response to a hall call and to indicate direction of car travel. Signal shall sound once for "up" direction of travel and twice for "down" direction.

2.4.7. **Telephone.** Provide automatic hands-free telephone in each car, contained in flush-mounted cabinet and complete with identification and instructions for use.

2.4.8. **Alarm System.** Provide emergency alarm bell properly located within building and audible outside hoistways, equipped to sound automatically in response to emergency stops and in response to "Alarm" button on each car control station.

2.5. Passenger Elevator Car Enclosure

Provide manufacturer's standard pre-engineered car enclosures of the selections indicated. Include ventilation, lighting, ceiling finish, wall finish, access doors, doors, power door operators, sill (threshold), trim, accessories, and floor finish unless indicated as not work of this Section. Provide horizontal sliding doors of manufacturer's standard flush panel type, with operation and number of panels as indicated. Provide manufacturer's standard protective edge trim system for door and wall panels, except as otherwise indicated.

2.5.1. Materials and Fabrication. Provide selections as indicated for each car enclosure surface; provide manufacturer's standards, but not less than the following.

2.5.1.1. Enameled Steel Door Panels. Flush hollow-metal construction, fabricated from ASTMA 366 cold-rolled steel, commercial quality, Class 1,matte finish, stretcher leveled. Provide with factory-applied baked-on enamel finish; colors as selected by Architect.

2.5.1.2. Stainless Steel. ANSI Type 302/304 with No. 4 satin finish.

2.5.1.3. Aluminum Sills. Cast or extruded aluminum, with grooved surface, 1/4-inch thickness, mill finish.

2.5.1.4. Plastic Laminate. High-pressure type complying with NEMA LD3, Type GP-50 (0.050-inch nominal thickness)" color, texture, and pattern as selected by Architect from standard products available in the industry.

2.5.1.5. Fabricate car door frame integral with front wall of car.

2.5.1.6. Fabricate solid wood-core car with recesses and cutouts for signal equipment.

2.5.1.7. Luminous Ceiling. Fluorescent light fixtures and ceiling panels of translucent or open egg-crate plastic, of acrylic or other permanent rigid plastic complying with flammability requirements.

2.6. Personal Protective Devices

2.6.1. Handrails. Provide manufacturer's standard aluminum handrails on back wall unless otherwise indicated either continuous or segmented units.

2.6.2. Automatic Door Re-Opening Device. Provide electronic device with timed cutout, projecting infrared light beams across car entrance at full height of car door that when interrupted will cause closing doors to stop and re-open. Provide keyed switch in car operating panel or toggle switch in service cabinet for disconnecting photo-eye protective device.

2.6.3. Operational Nudging Feature. After car doors are prevented from closing for a pre-determined adjustable time period, through activation of detection device or door edge protective device, a loud buzzer shall sound and door shall begin to close at a reduced rate of speed. Doors shall continue to close unless door edge protective device is activated, which shall cause doors to re-open. Process shall repeat until obstruction is removed from entrance.

2.7. Passenger Hoistway Entrances

2.7.1. Provide pre-installed, manufacturer's standard, pre-engineered, hollow-metal type, sliding, door-and-frame hoistway entrances complete with track systems, hardware, safeties, sills and accessories. Match

car enclosure doors for size, number of door panels, and door panel movement. Provide a frame-section size and profile to coordinate with hoistway wall construction as indicated.

2.7.1.1. Where gypsum-board wall construction is indicated, fabricate frames with re-enforced head sections; provide sufficient strength without support from wall lintels.

2.7.2. Materials and Fabrication Provide selections indicated that comply with manufacturer's standards, but not less than the following.

2.7.2.1. Enameled Frames. Framed steel with manufacturer's standard baked synthetic enameled finish, colors as selected by Architect.

2.7.2.2. Enameled Steel Panel. Flush hollow-metal construction, fabricated from ASTM A 366 cold-rolled steel; commercial quality, Class 1, matte finish, stretcher leveled. Provide with factory-applied baked-on enamel finish; colors as selected by Architect.

2.7.2.3. Aluminum Sills. Extruded aluminum, with grooved surface, 1/4-inch thickness, mil finish.

3. EXECUTION

3.1. Examination

Prior to commencing elevator installation, examine pre-fabricated hoistways, hoist-way openings, pits, and machine rooms, as constructed; verify all critical dimensions and examine supporting structure and all other conditions under which elevator work is to be installed. Notify Contractor in writing of any dimensional discrepancies or other conditions detrimental to the proper installation or performance of elevator work. Do not proceed with elevator installation until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

3.2. Installation of Elevator System

3.2.1. General. Comply with manufacturer's instructions and recommendations for work required during installation.

3.2.2. Excavation for Pit. Excavate for each elevator pit to accommodate installation of modular elevator unit; comply with applicable requirements of Division 2 "Excavation" sections.

3.2.3. Install modular elevator units plumb and accurately centered for elevator car position and travel; anchor securely in place.

3.2.4. Welded Construction. Provide welded connections for installation of elevator work where bolted connections are not required for subsequent removal or for normal operation, adjustment, inspection, maintenance, and replacement of worn parts. Comply with AWS standards for workmanship and for qualifications of welding operators.

3.2.5. Coordination. Coordinate elevator work with work of other trades for proper time and sequence to avoid construction delays. Use benchmarks, lines, and levels designated by Contractor to ensure dimensional coordination of the work.

3.2.6. Sound Insulation. Mount rotating and vibrating elevator equipment and components on vibration-absorption mounts, designed to effectively prevent transmission of vibrations to structure and thereby to eliminate sources of structure-borne noise from elevator system.

3.2.7. Install piping without routing underground, where possible. Where not possible, cover underground piping with permanent protective wrapping before backfilling.

3.2.8. Lubricate operating parts of system, including ropes, if any, as recommended by manufacturers.

3.2.9. **Alignment.** Coordinate installation of hoistway entrances with installation of modular elevator unit for accurate alignment of entrances.

3.2.10. **Leveling Tolerance.** ½-inch, up or down, regardless of load and direction of travel.

3.2.11. Finish interior walls at hoistway entrances and trim to modular elevator unit. Provide sill or finish floor in area of hoistway door penetration in accordance with plans.

3.3. Field Quality Control

3.3.1. **Acceptance Testing.** Upon nominal completion of each elevator installation, and before permitting use of elevator (either temporary or permanent), perform acceptance tests as required and recommended by Code and governing regulations or agencies.

3.3.2. **Operating Tests.** Load each elevator to its rated capacity and operate continuously for 30 minutes over its full travel distance, stopping at each level and proceeding immediately to the next. Record temperature rise of pump motor (except submerged pumps) during 30-minute test period. Record failures of elevator to perform as required.

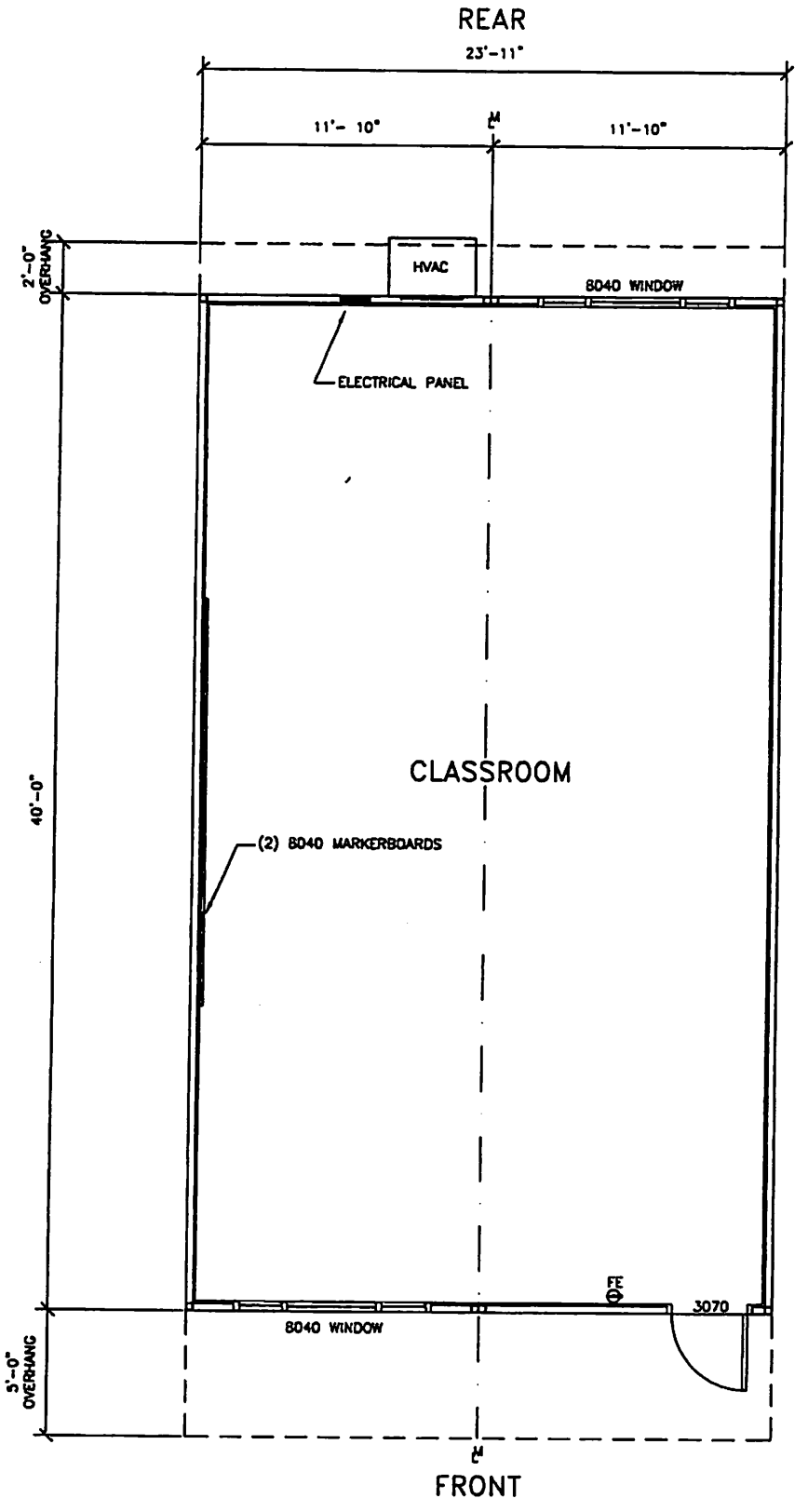
3.3.3. Advise Contractor, Owner, Architect, and inspection department of governing agencies in advance of dates and times tests are to be performed on elevators.

3.4. Protection

At time of Substantial Completion of elevator work (or portion thereof), provide suitable protective coverings, barriers, devices, signs, or such other methods or procedures to protect elevator work from danger or deterioration. Maintain protective measures throughout remainder of construction period

END OF DOCUMENT

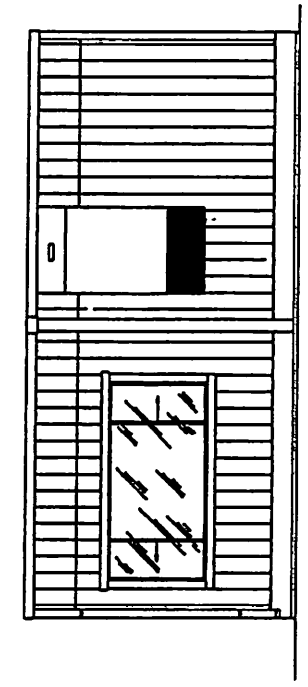
BUILDING FLOOR PLANS



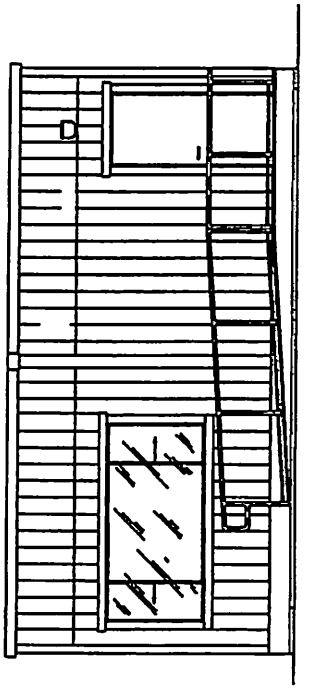
FLOOR PLAN

AVAILABLE AS SHOWN = LEFT HAND
OR OPPOSITE HAND = RIGHT HAND

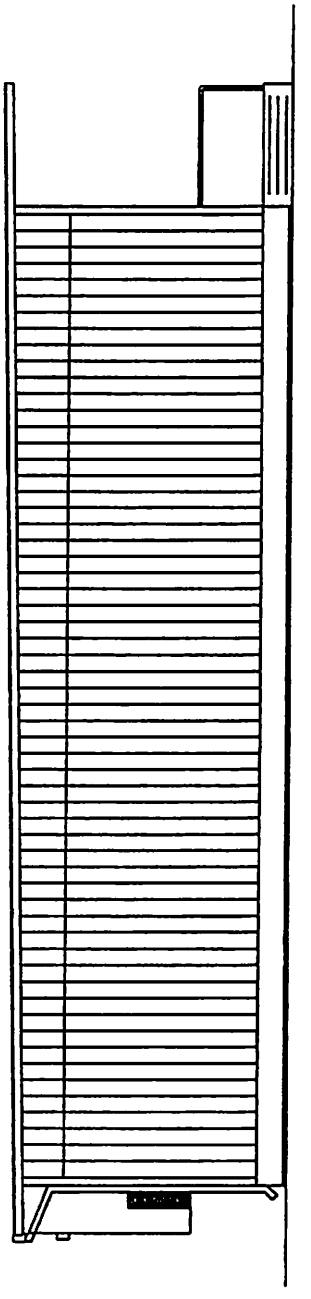
24 X 40 CLASSROOM	ITEM A



REAR END ELEVATION

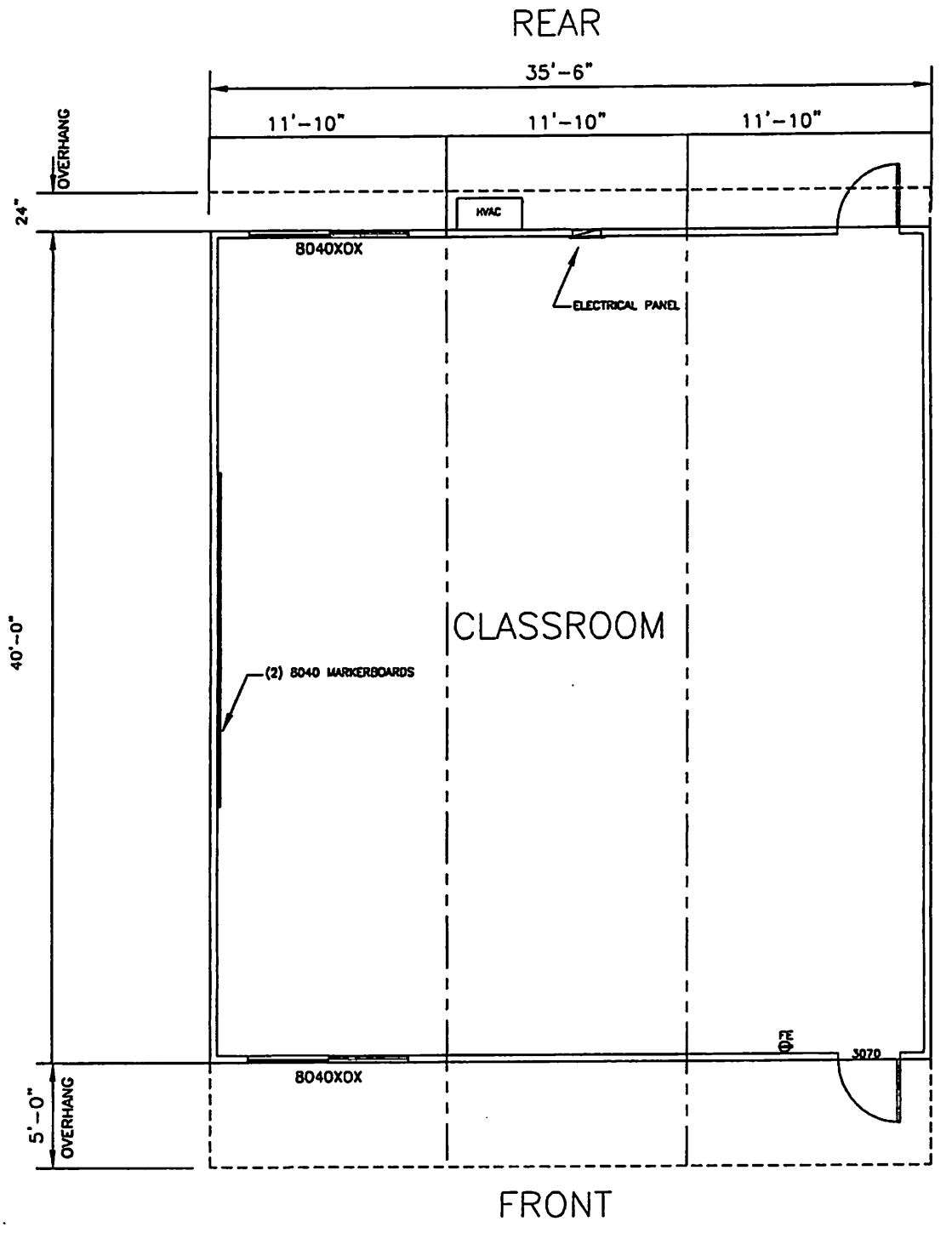


FRONT END/ENTRY ELEVATION



SIDE ELEVATION

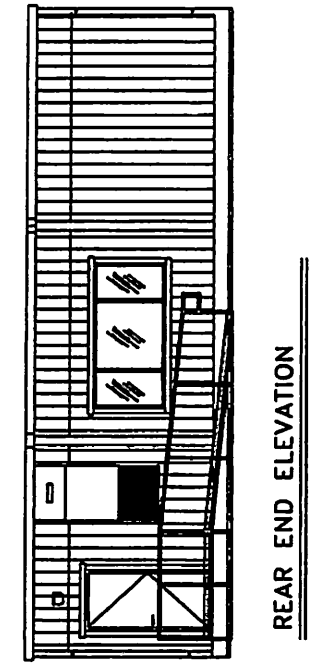
24 X 40 CLASSROOM	ITEM A



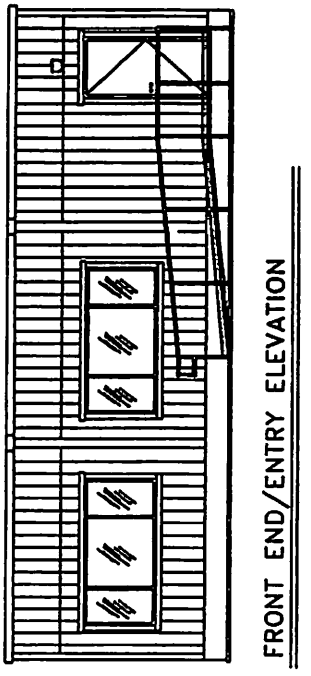
FLOOR PLAN

AVAILABLE AS SHOWN = LEFT HAND
OR OPPOSITE HAND = RIGHT HAND

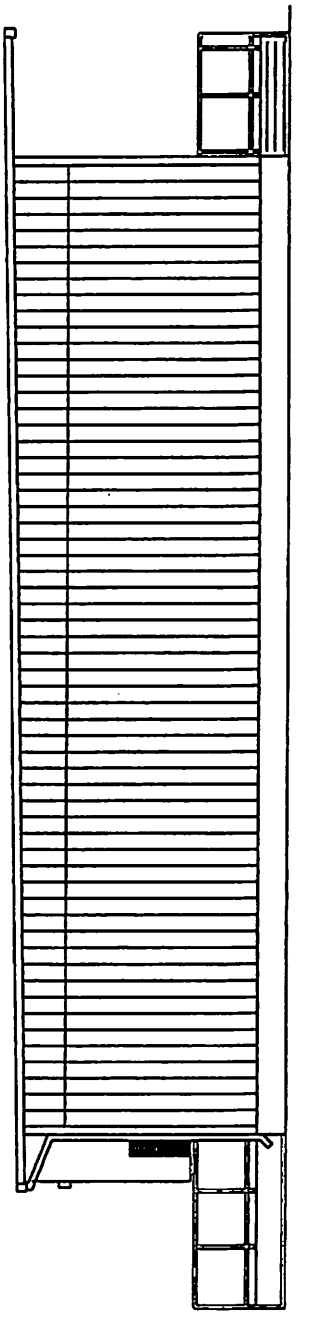
36 X 40 CLASSROOM	ITEM B



REAR END ELEVATION

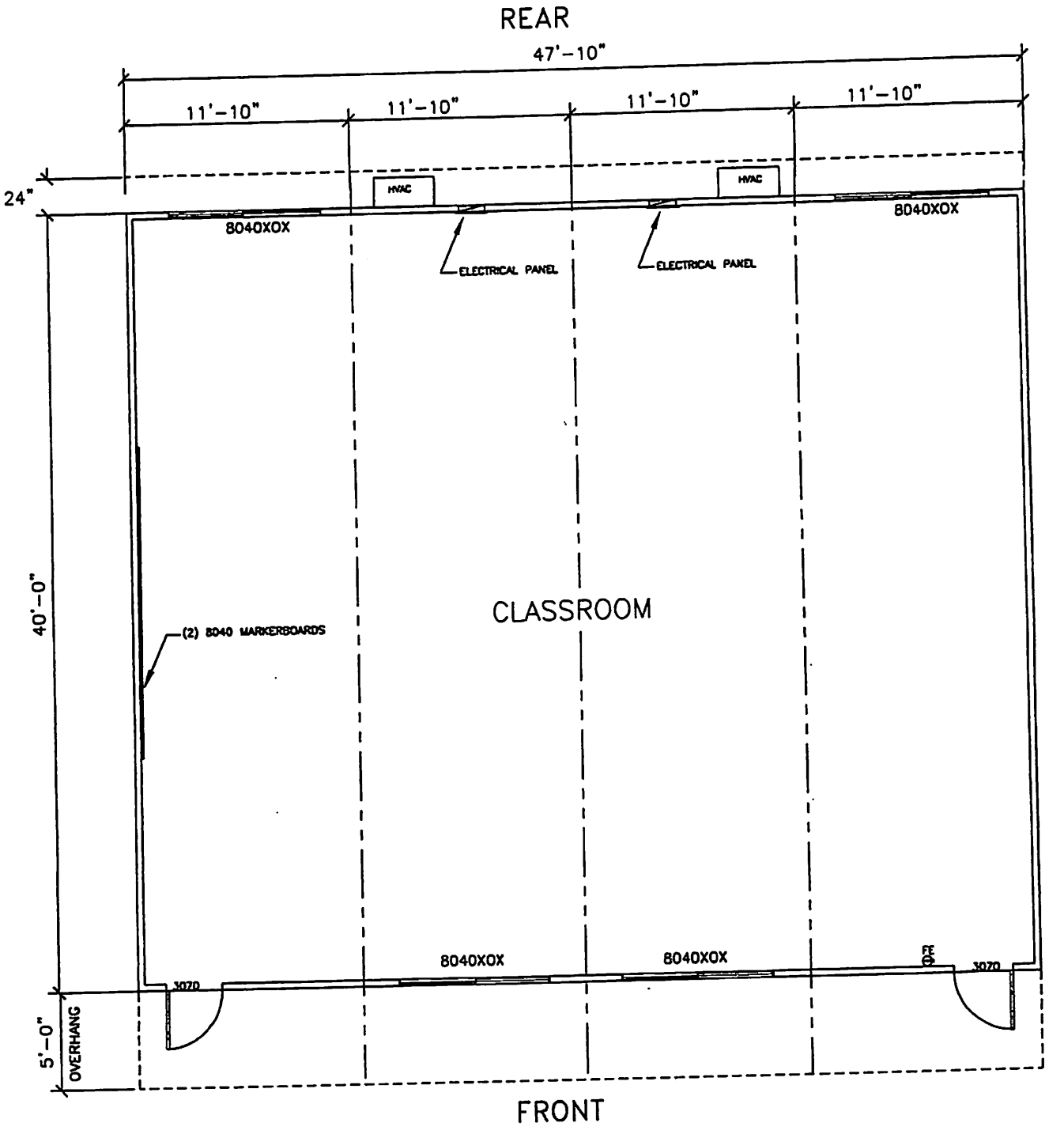


FRONT END/ENTRY ELEVATION



SIDE ELEVATION

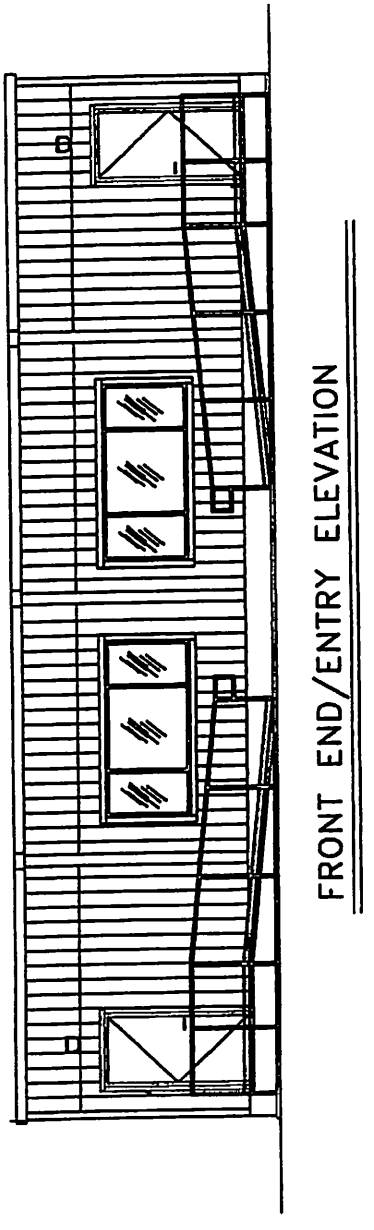
36 X 40 CLASSROOM	ITEM B



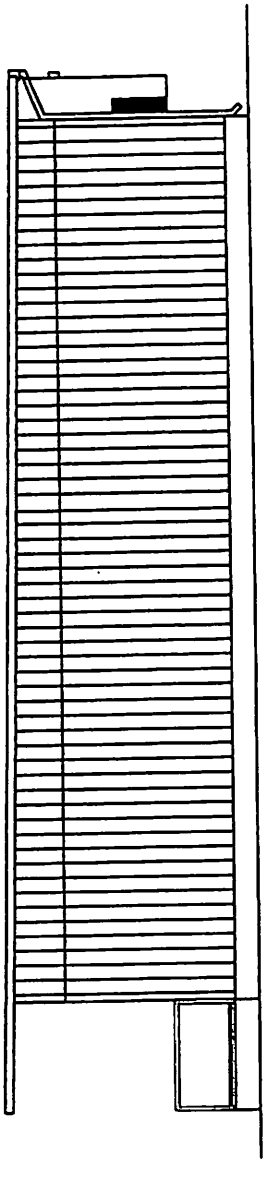
FLOOR PLAN

AVAILABLE AS SHOWN = LEFT HAND
OR OPPOSITE HAND = RIGHT HAND

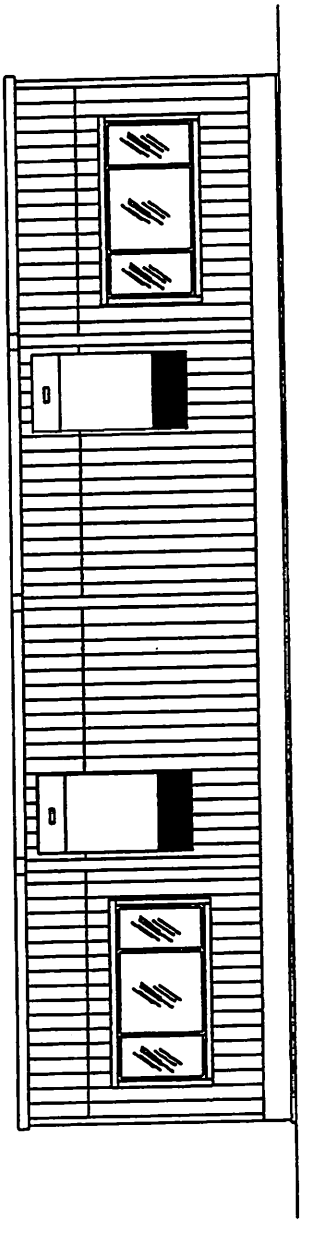
48 X 40 CLASSROOM	ITEM C



FRONT END/ENTRY ELEVATION



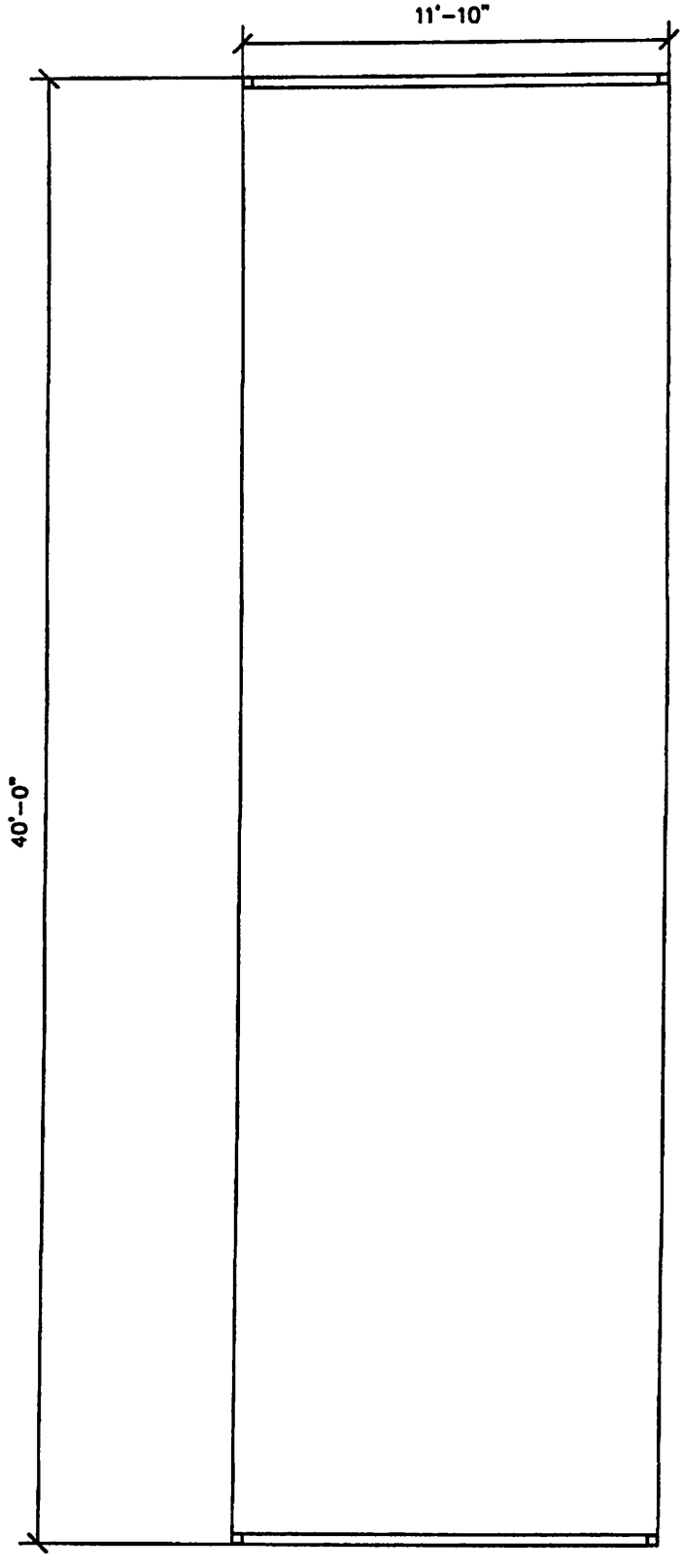
RIGHT SIDE ELEVATION



FRONT END/ENTRY ELEVATION

48 X 40 CLASSROOM	ITEM C

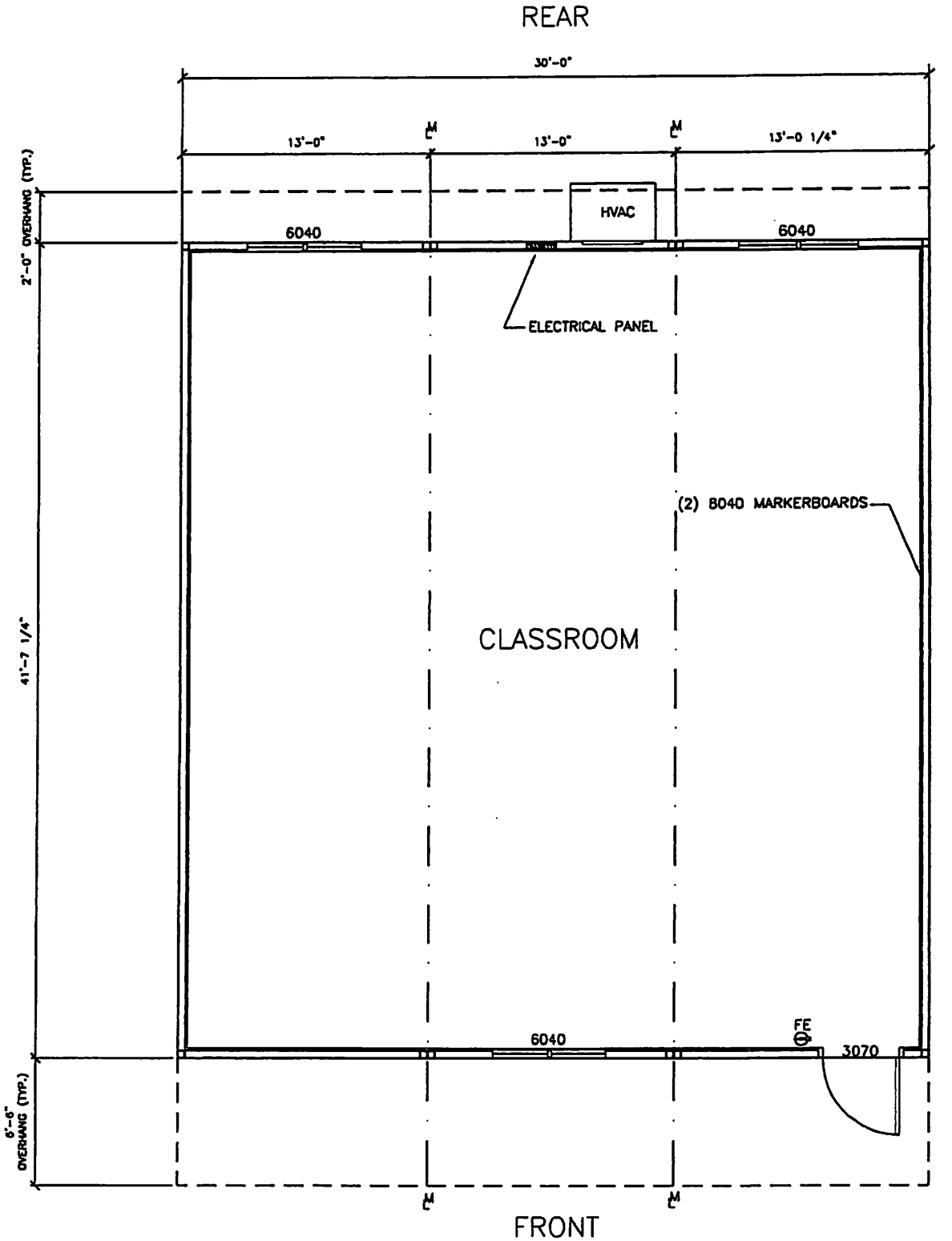
REAR



FRONT

FLOOR PLAN

12' MODULE Additional Section	ITEM D

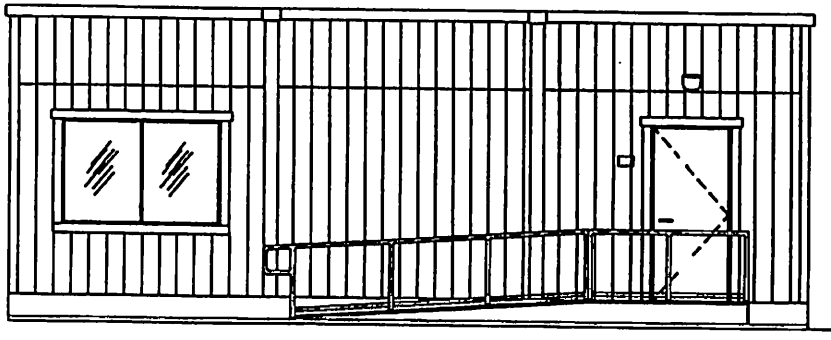


FLOOR PLAN

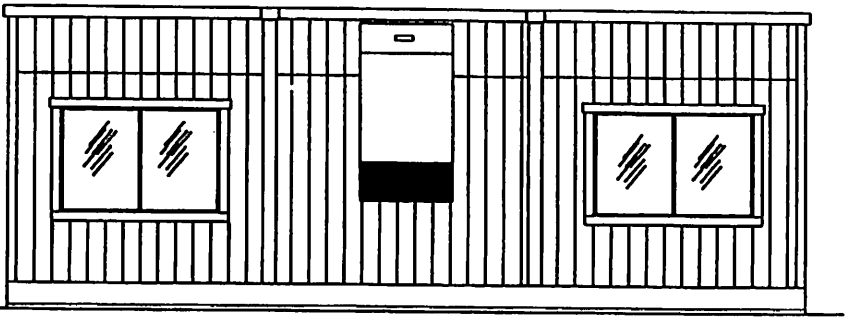
30 X 32 CLASSROOM	ITEM E

30 X 32 CLASSROOM

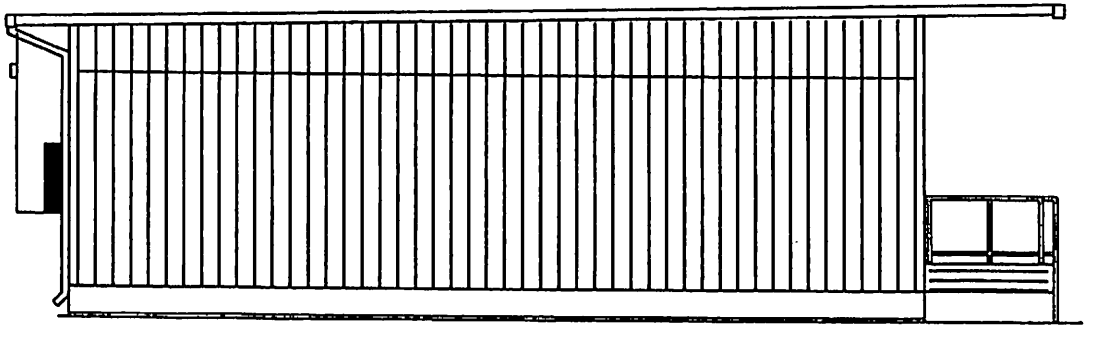
ITEM E



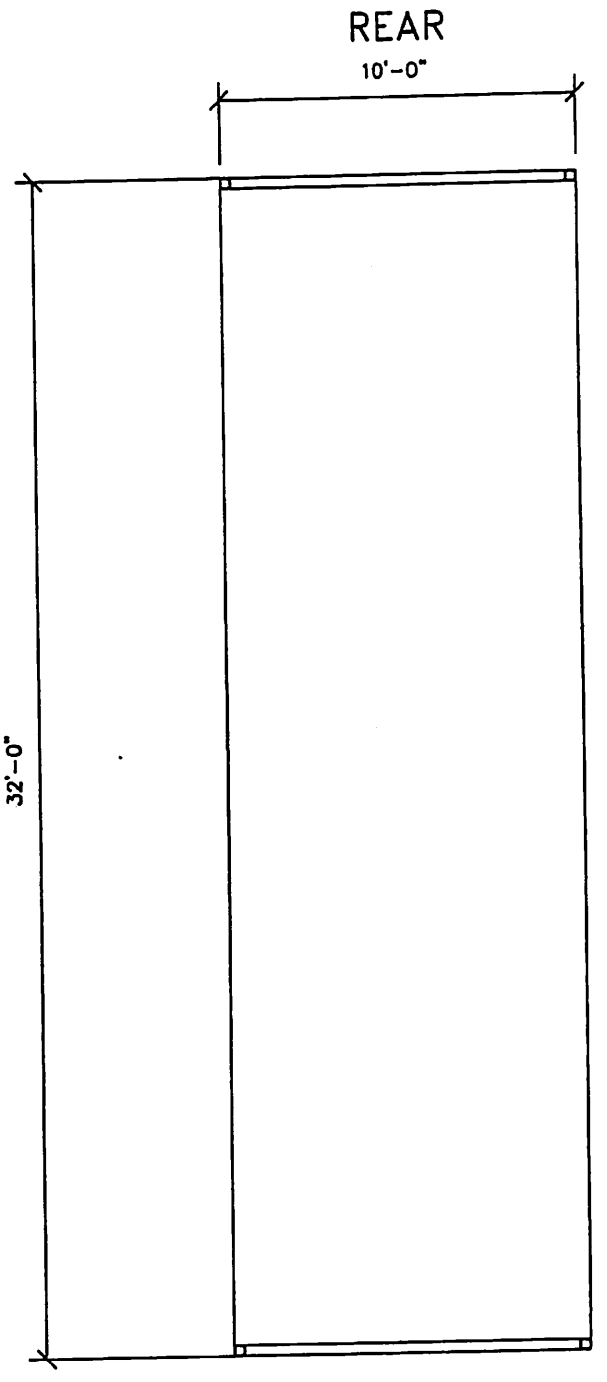
FRONT END/ENTRY ELEVATION



REAR END ELEVATION

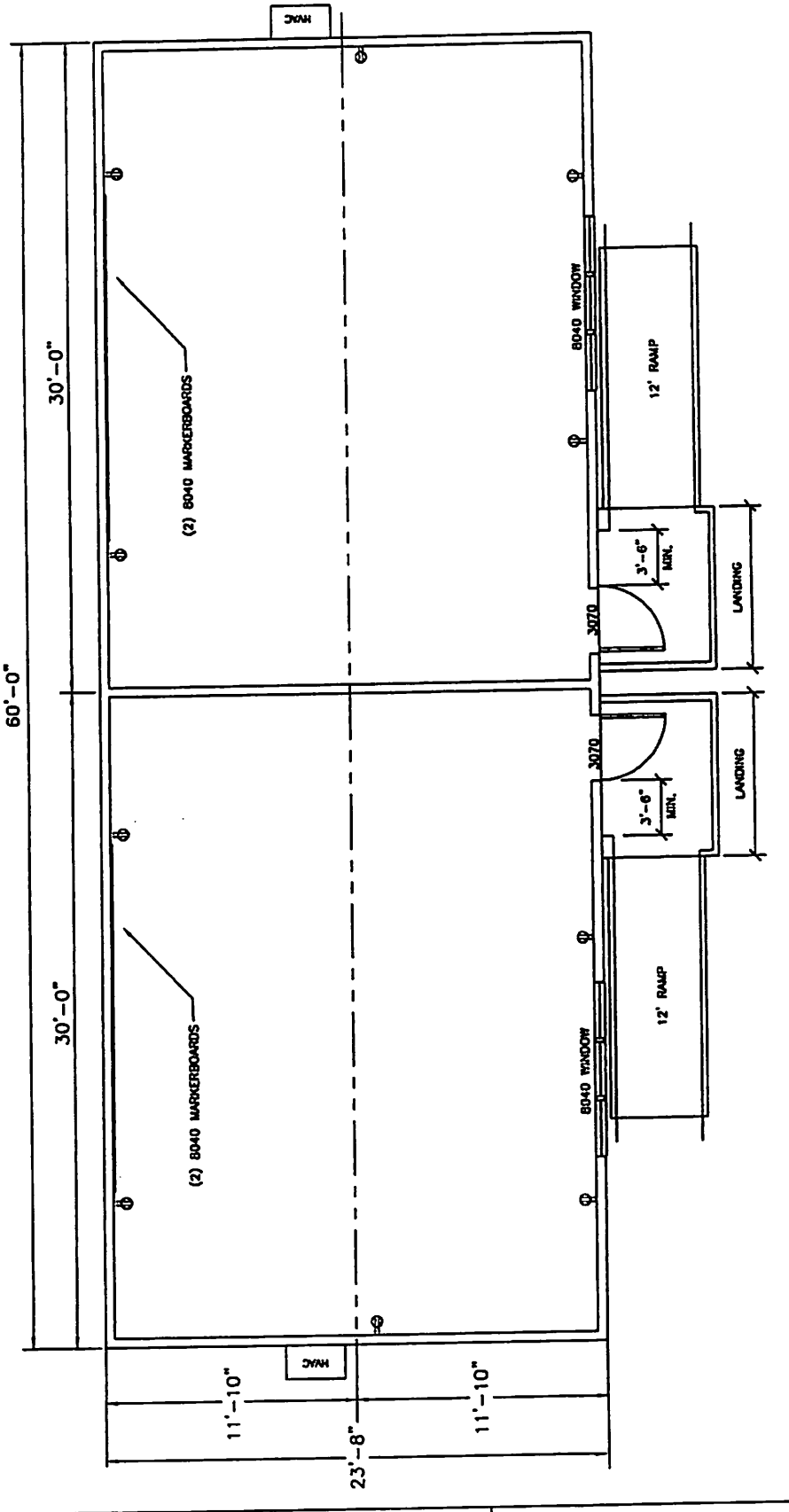


SIDE ELEVATION

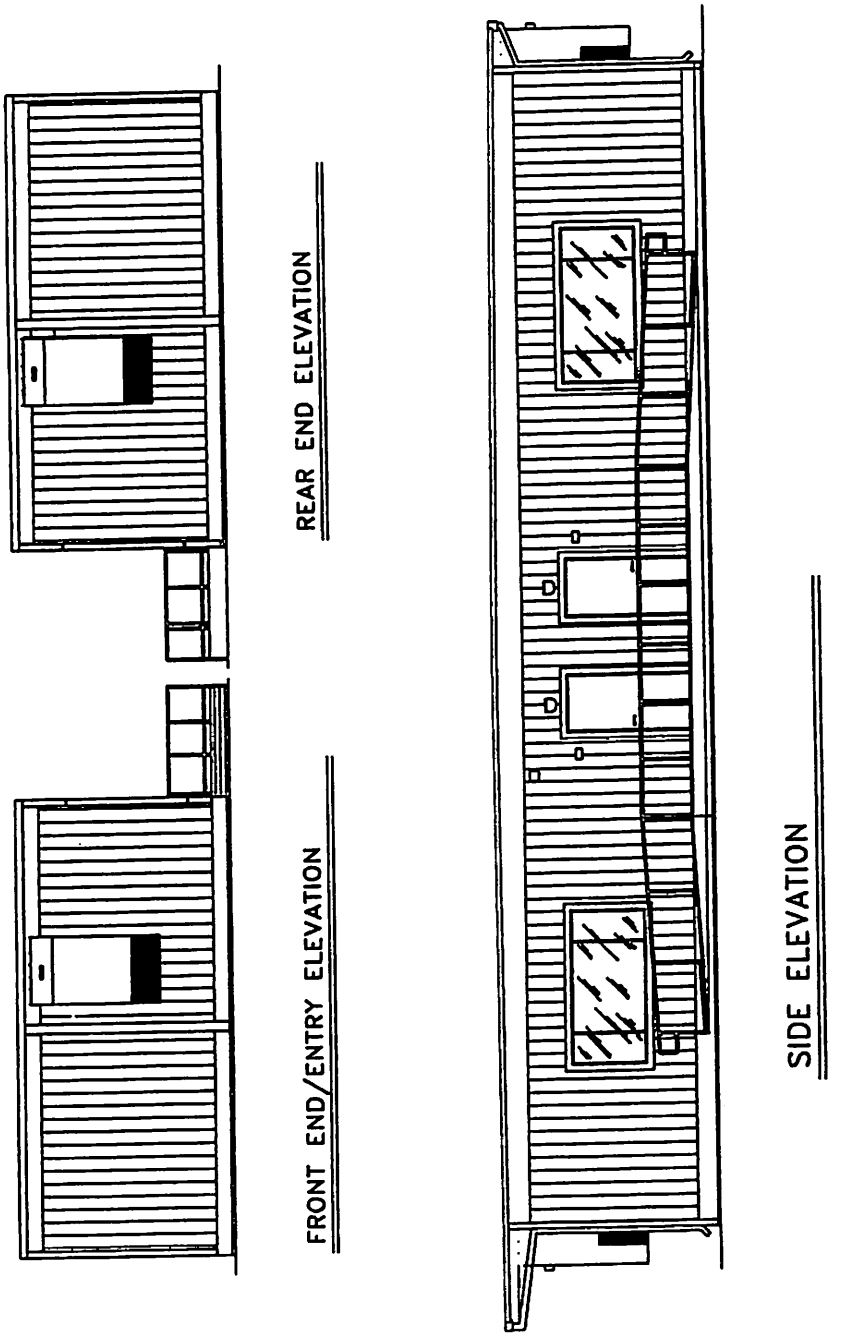


FLOOR PLAN

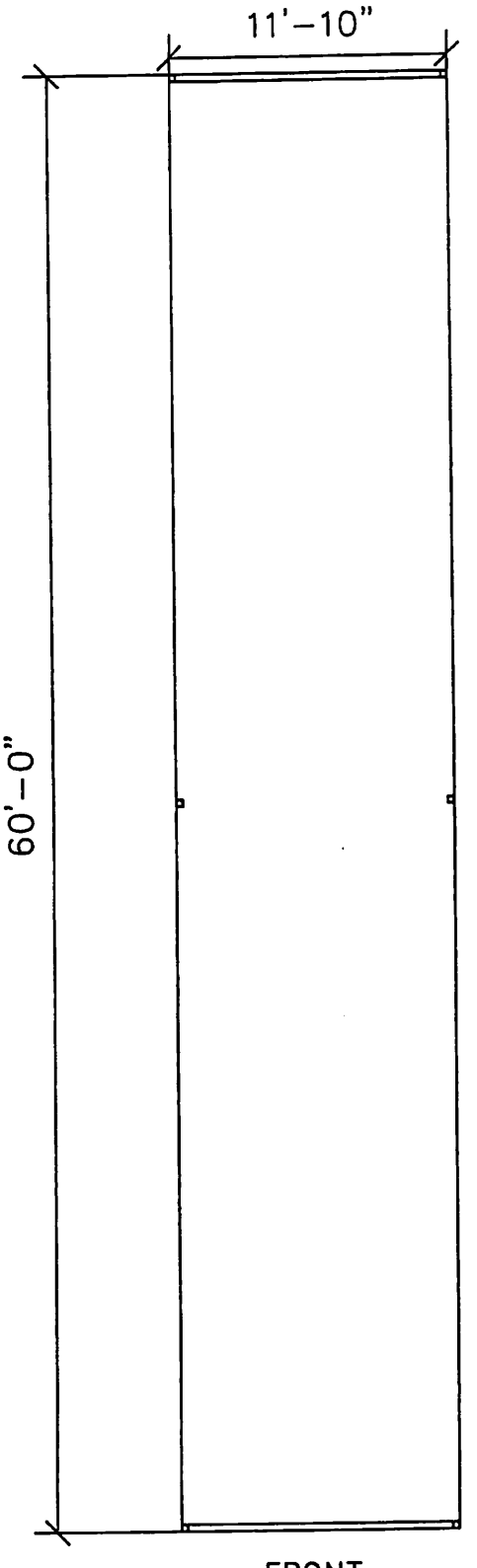
10' MODULE Additional Section	ITEM F



24 X 60 CLASSROOM	ITEM G

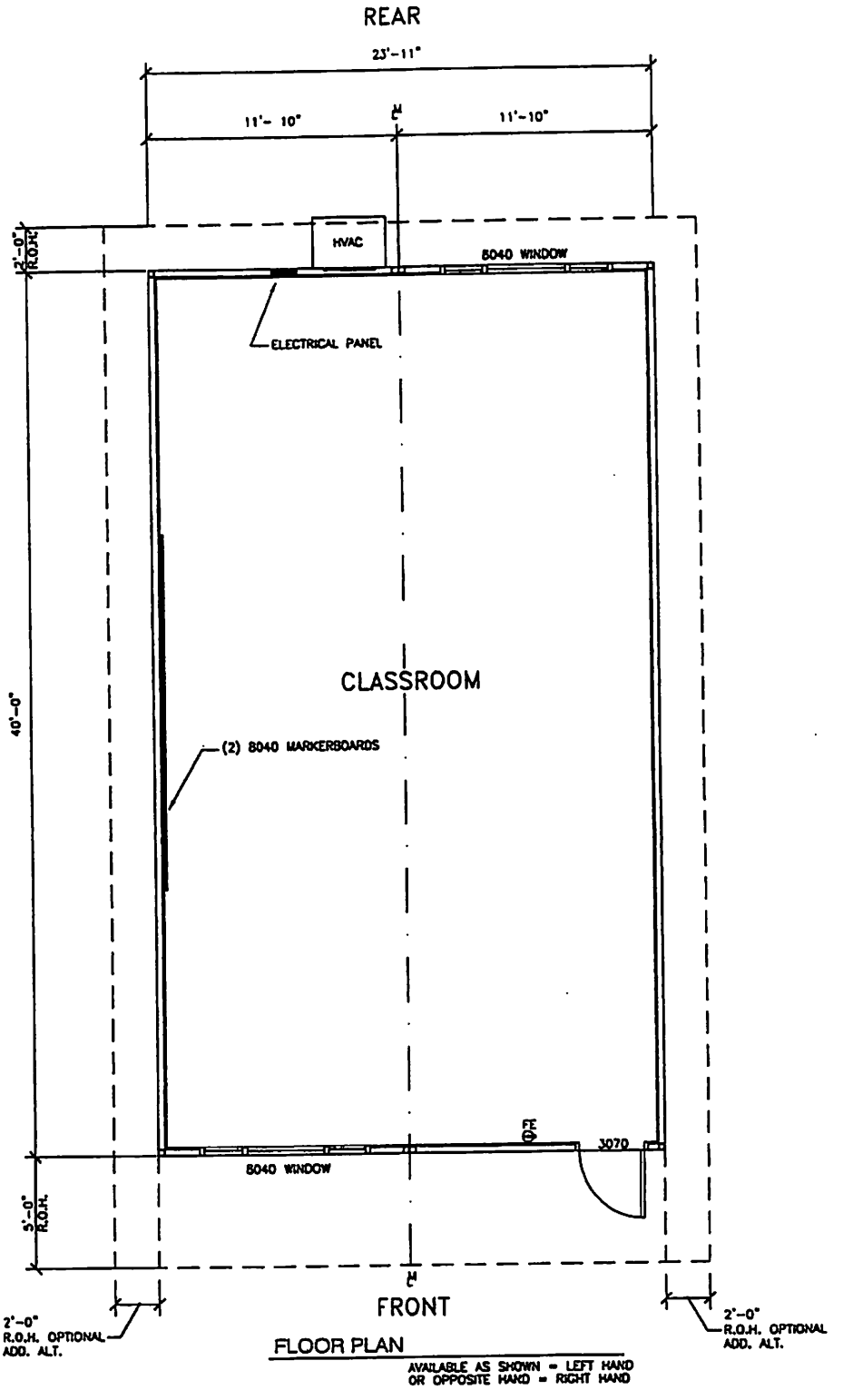


24 X 60 CLASSROOM	ITEM G

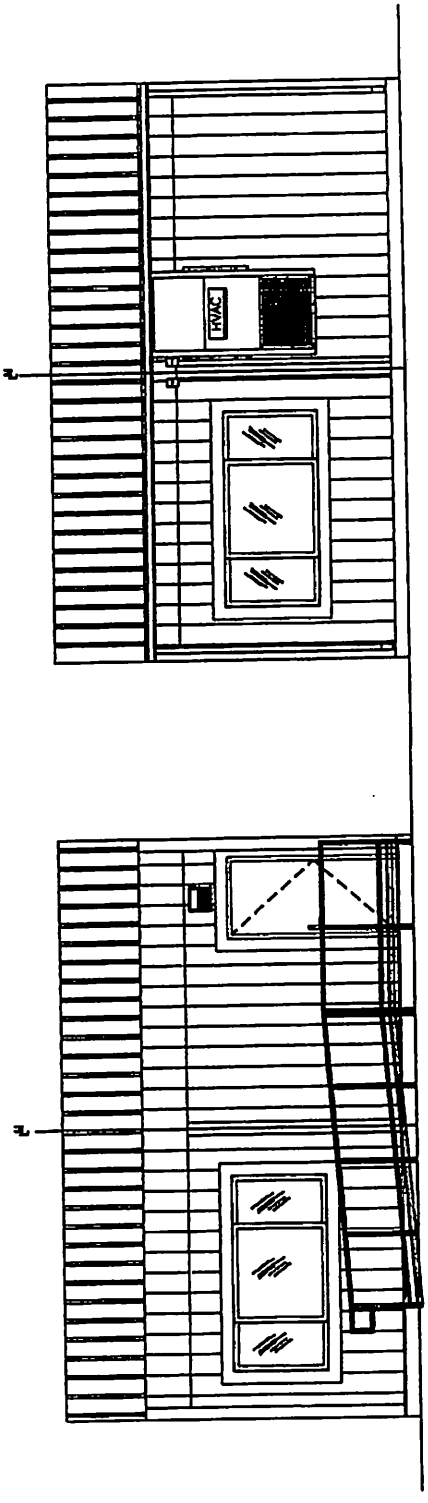


FLOOR PLAN

12' MODULE Additional Section	ITEM H

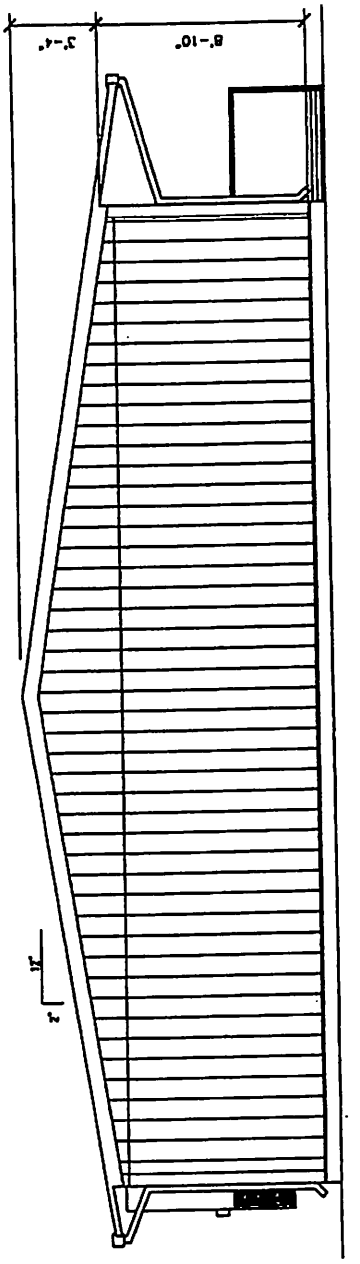


24 X 40 CLASSROOM	ITEM I



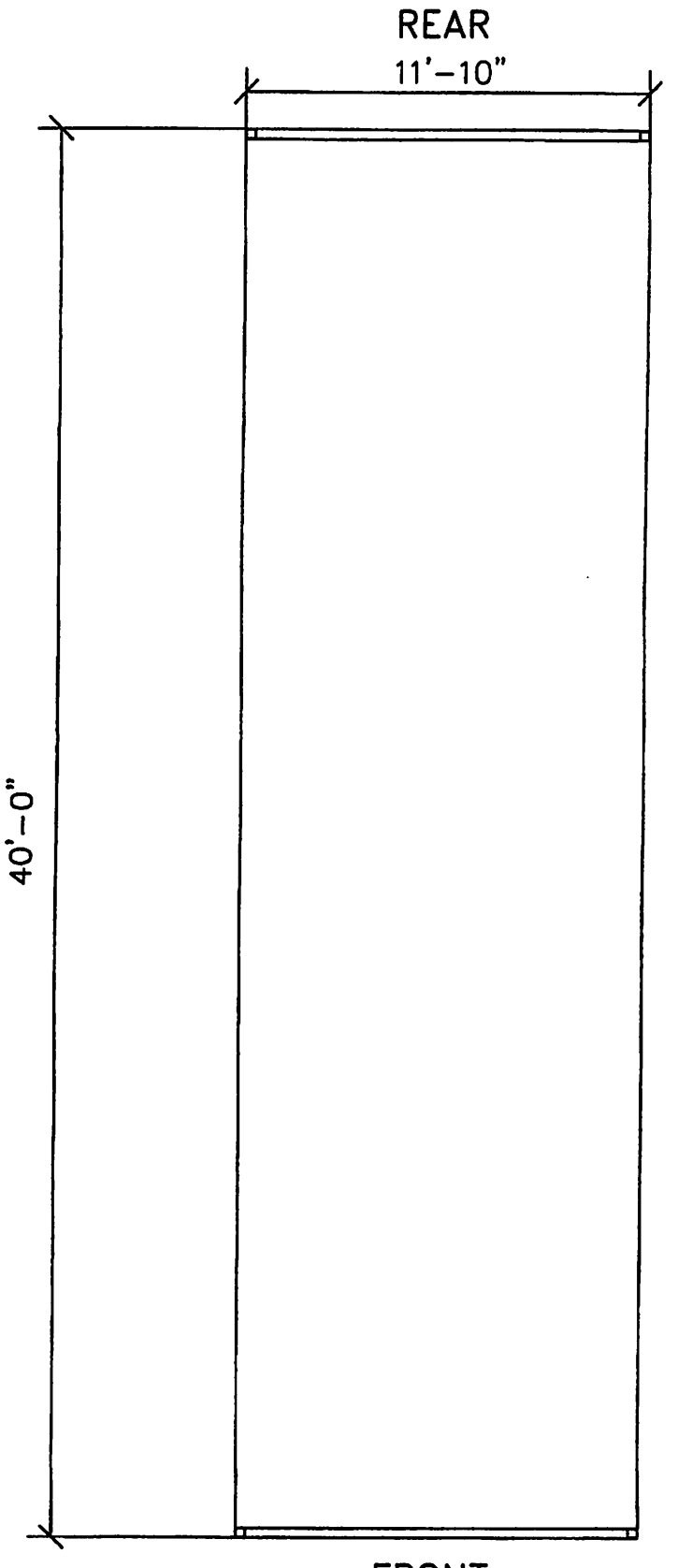
REAR EXTERIOR ELEVATION

FRONT EXTERIOR ELEVATION



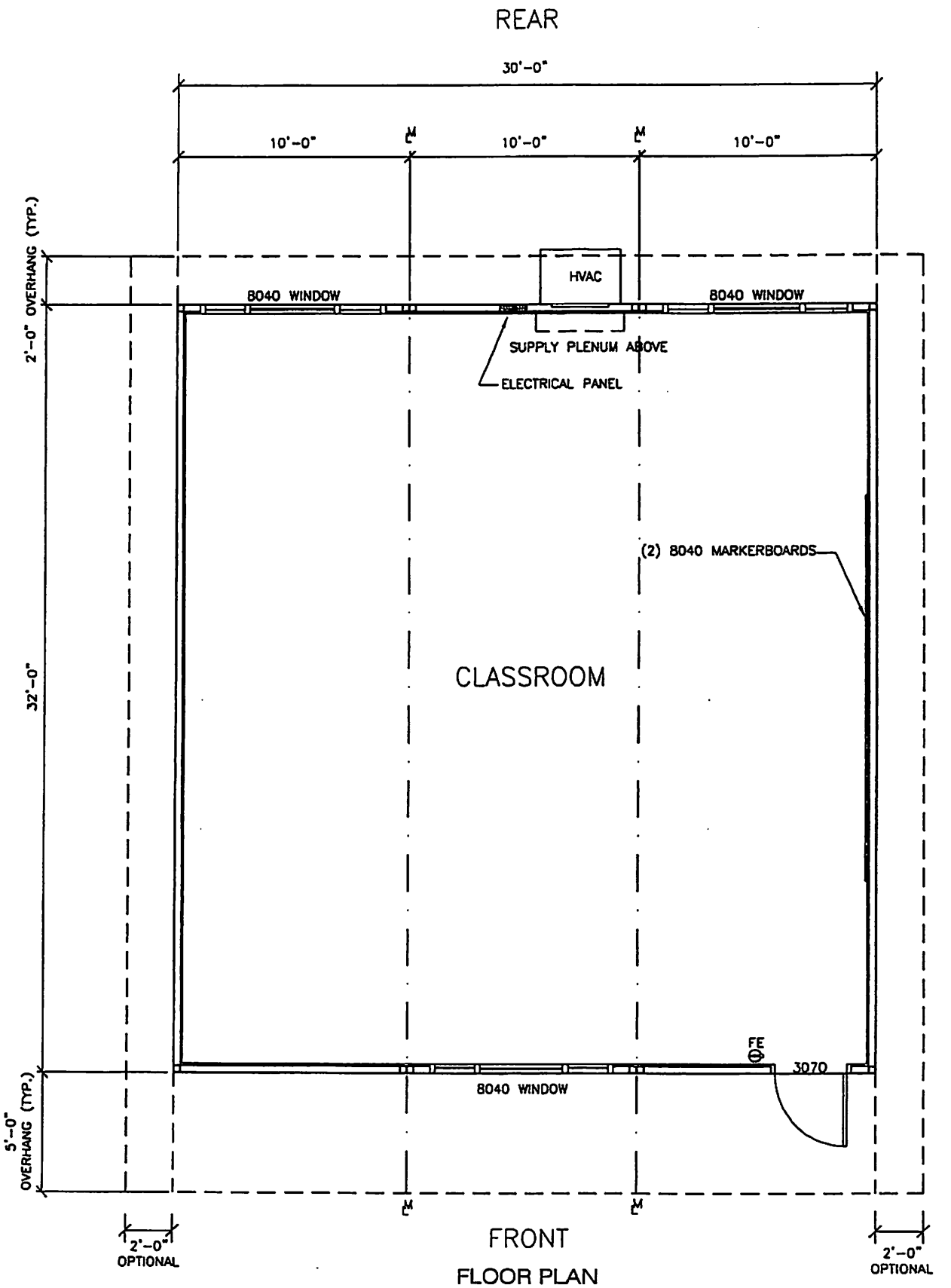
SIDE EXTERIOR ELEVATION

24x40 CLASSROOM	ITEM I



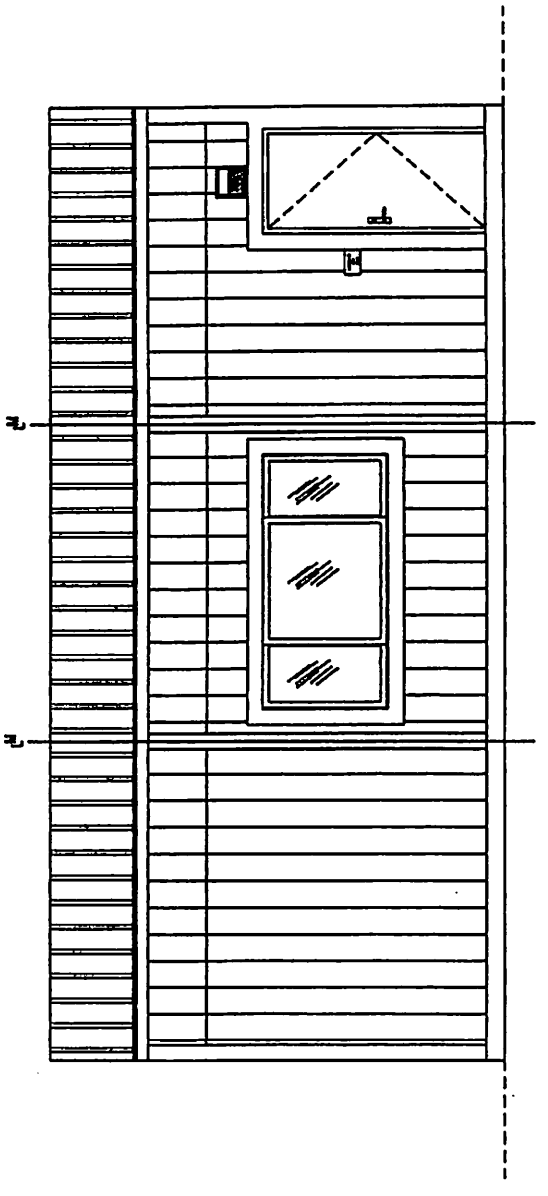
FLOOR PLAN

12' MODULE Additional Section	ITEM J

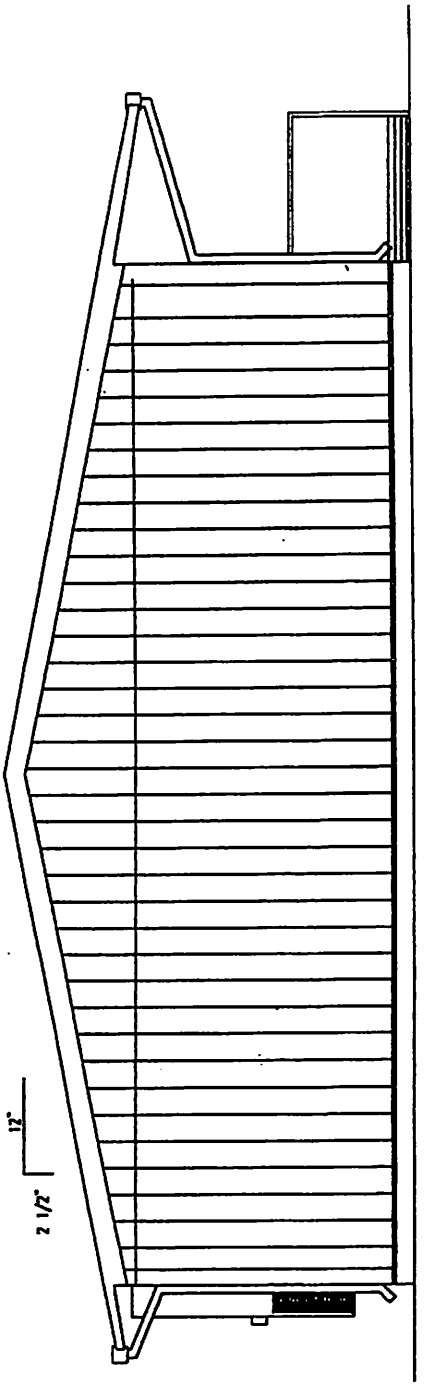


FLOOR PLAN

30 X 32 CLASSROOM	ITEM K

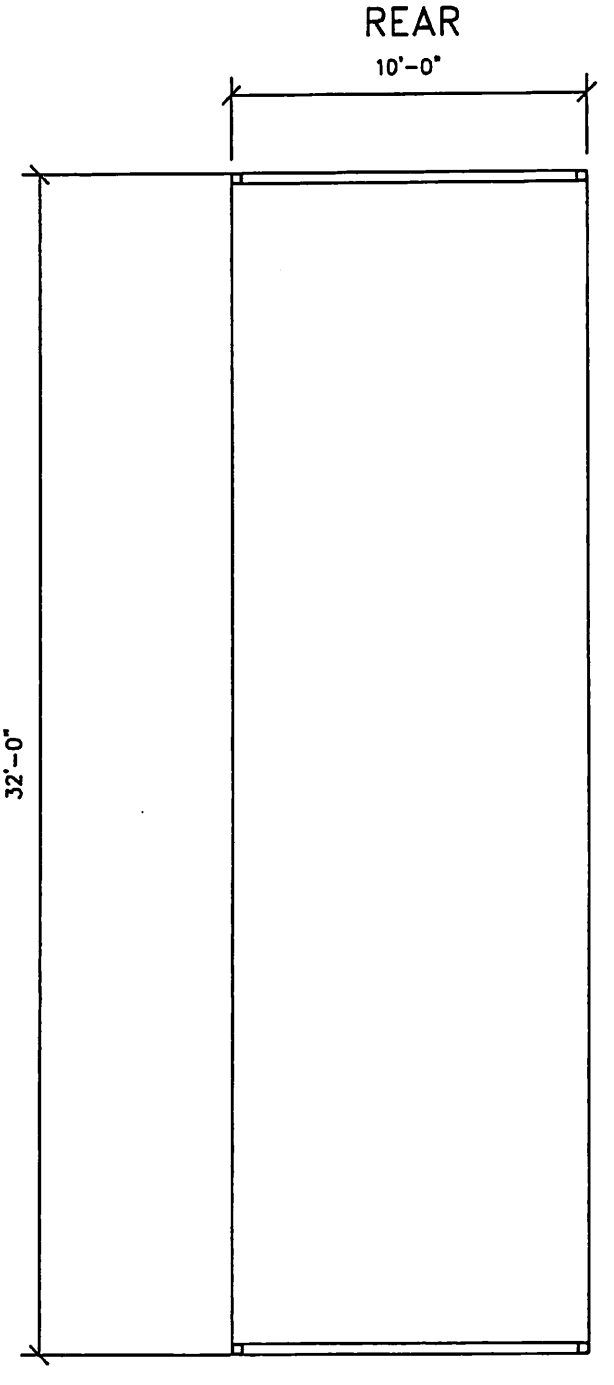


FRONT EXTERIOR ELEVATION



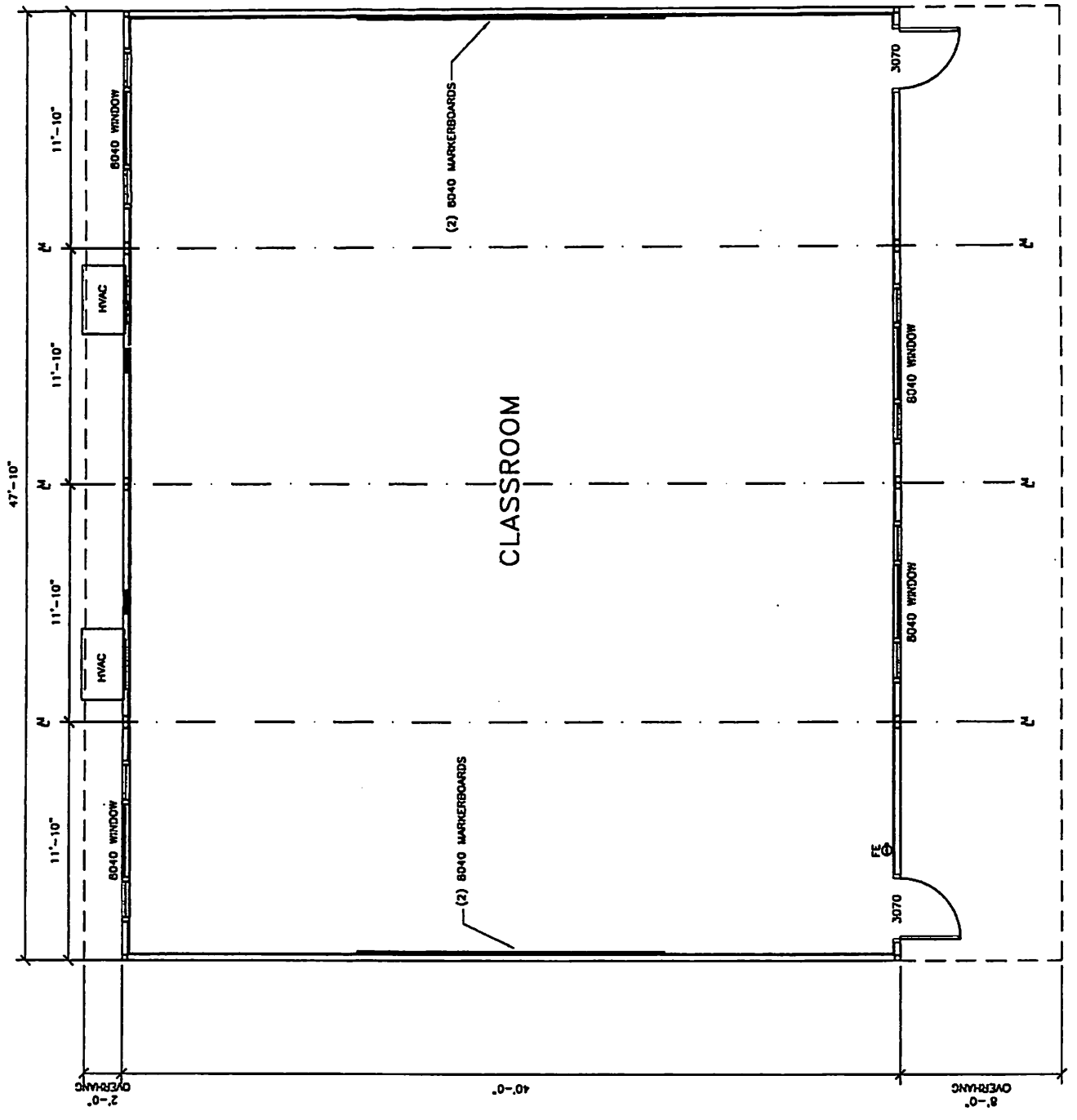
SIDE EXTERIOR ELEVATION

30 X 32 CLASSROOM	ITEM K



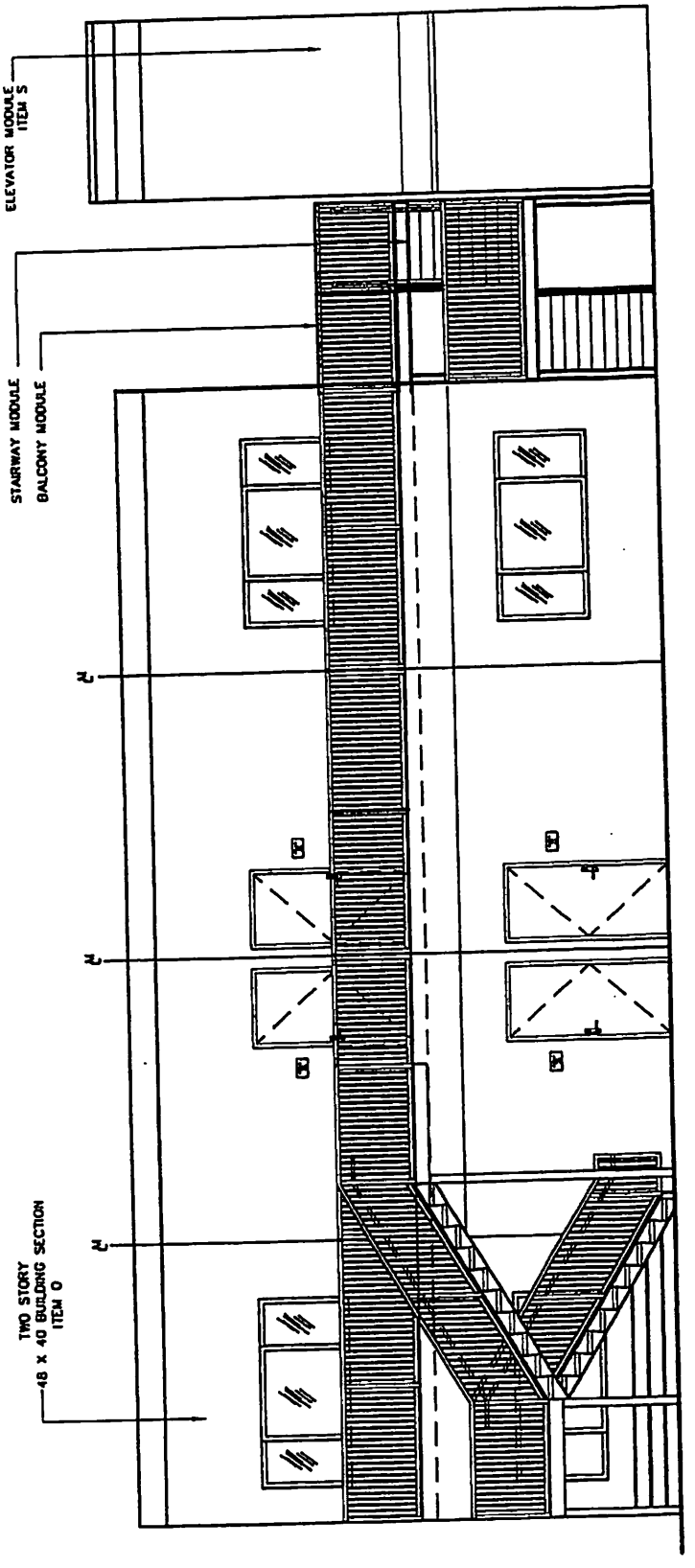
FLOOR PLAN

10' MODULE Additional Section-Steep Pitch	ITEM L



FRONT
FLOOR PLAN

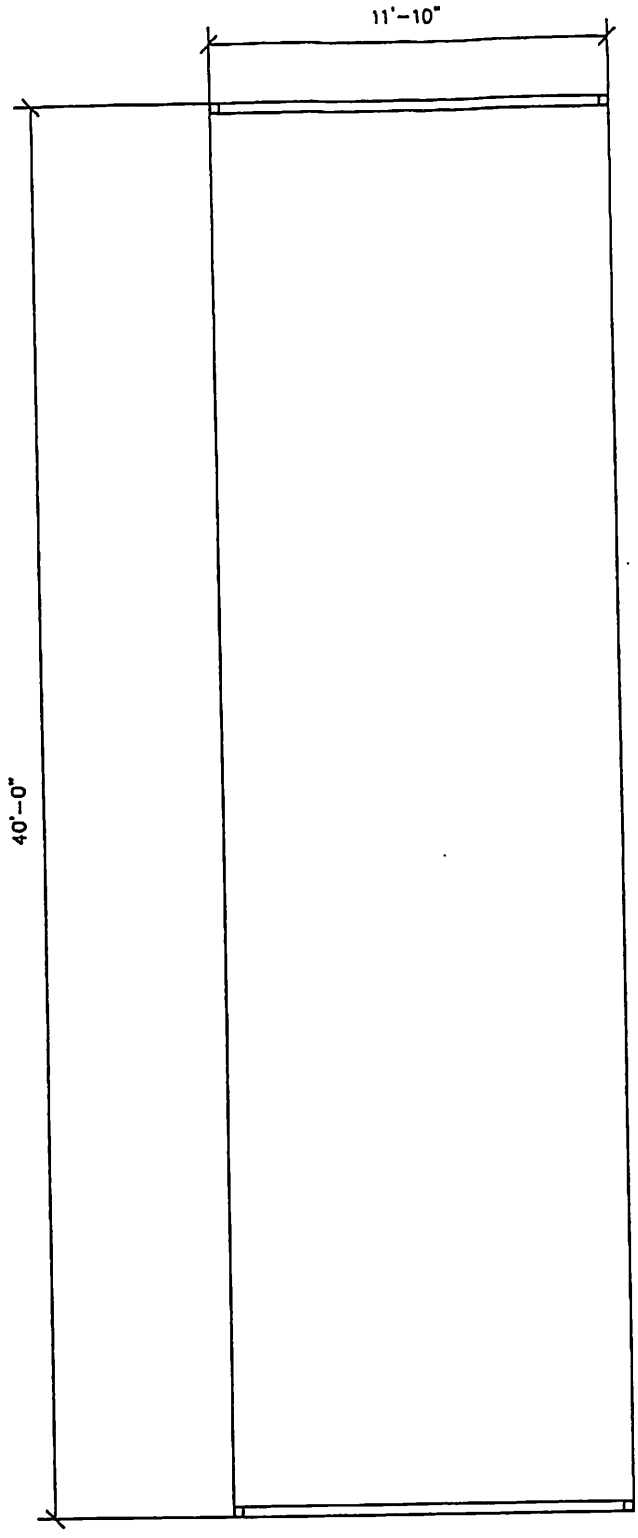
48 X 40 CLASSROOM Two Story	ITEM M



FRONT ELEVATION

48 X 40 CLASSROOM Two Story	ITEM M and N

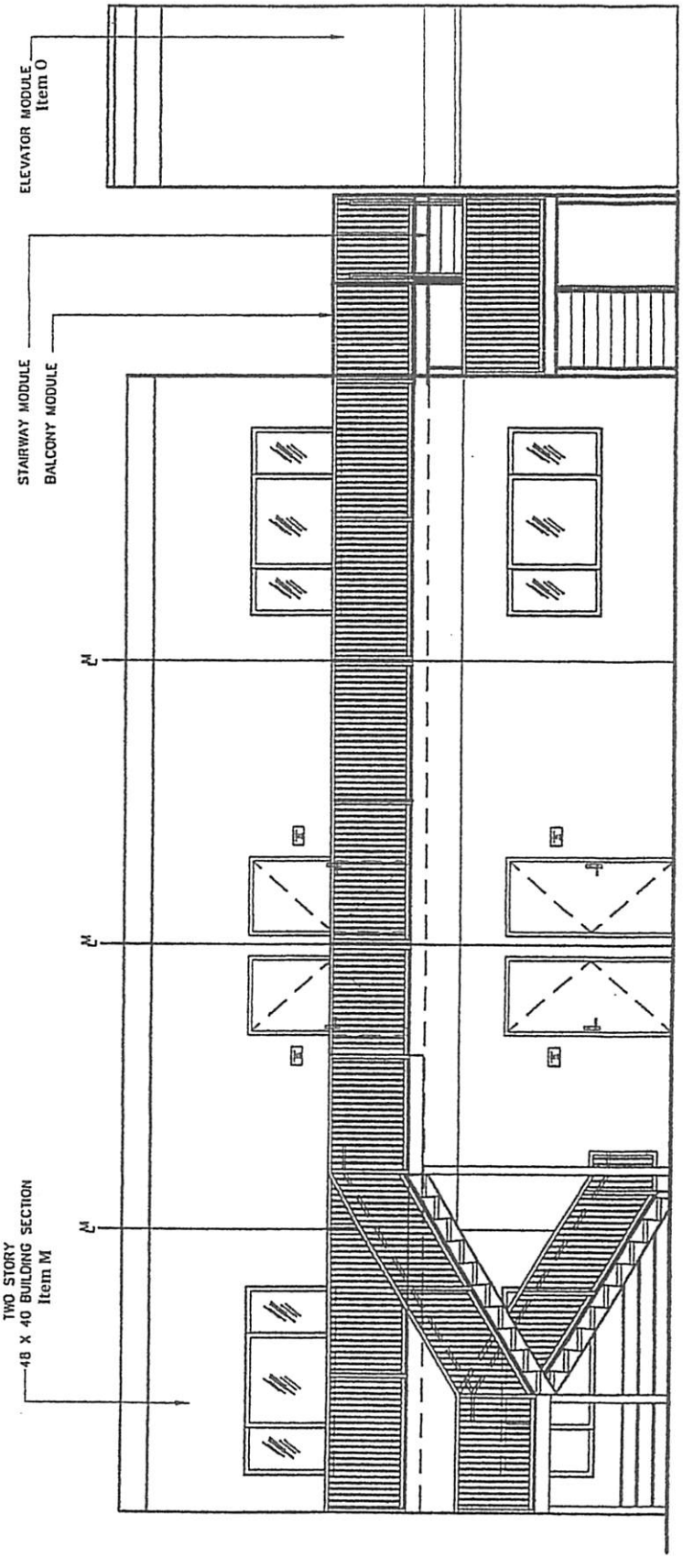
REAR



FRONT

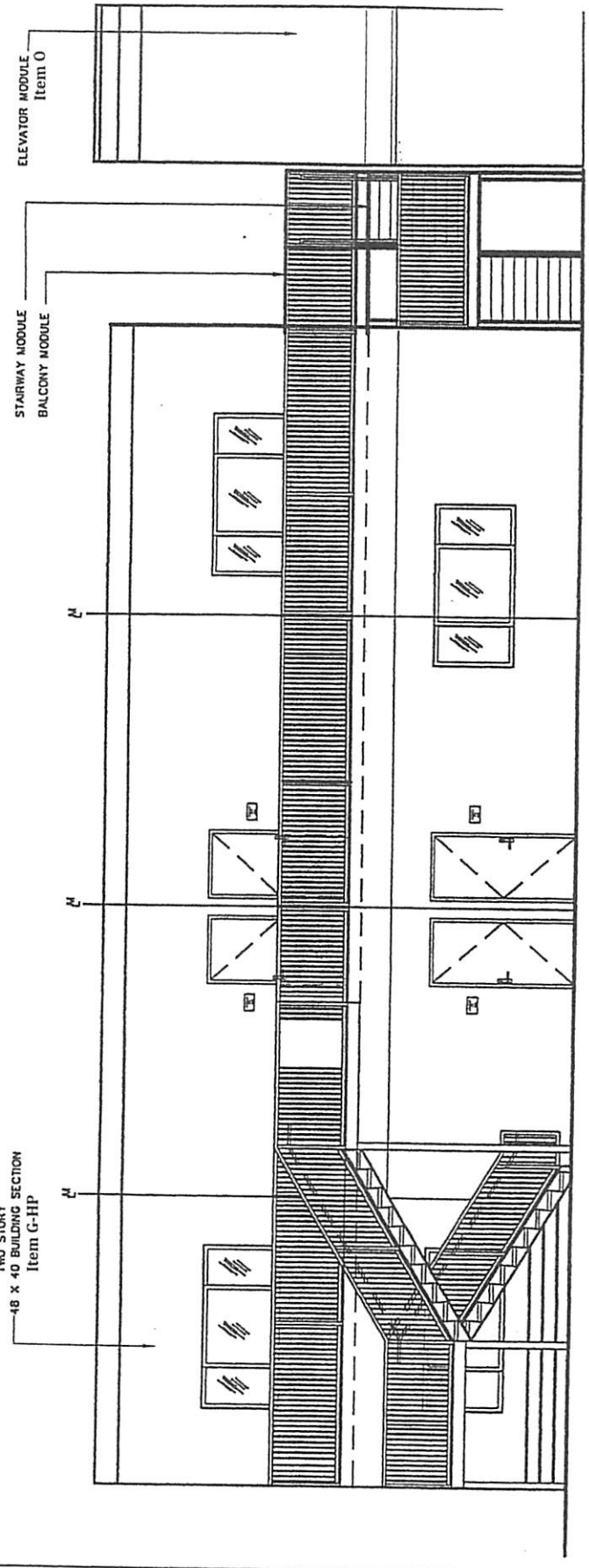
FLOOR PLAN

12 x 40 MODULE	Two Story	ITEM N



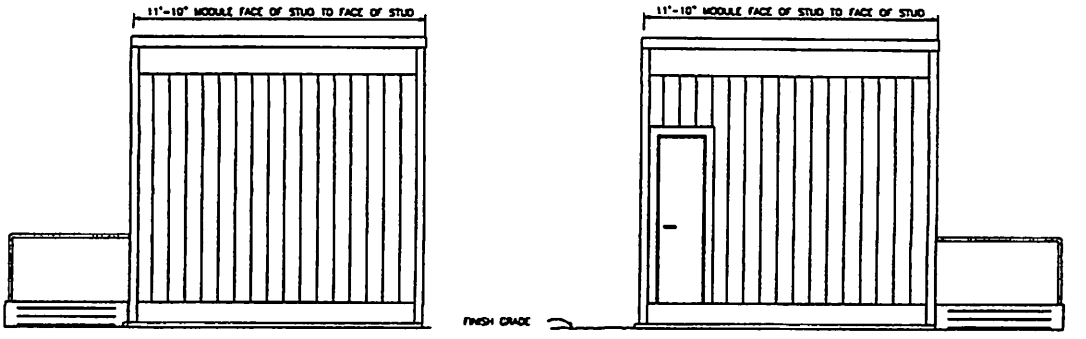
FRONT ELEVATION

48 X 40 CLASSROOM Two Story	ITEM M & O

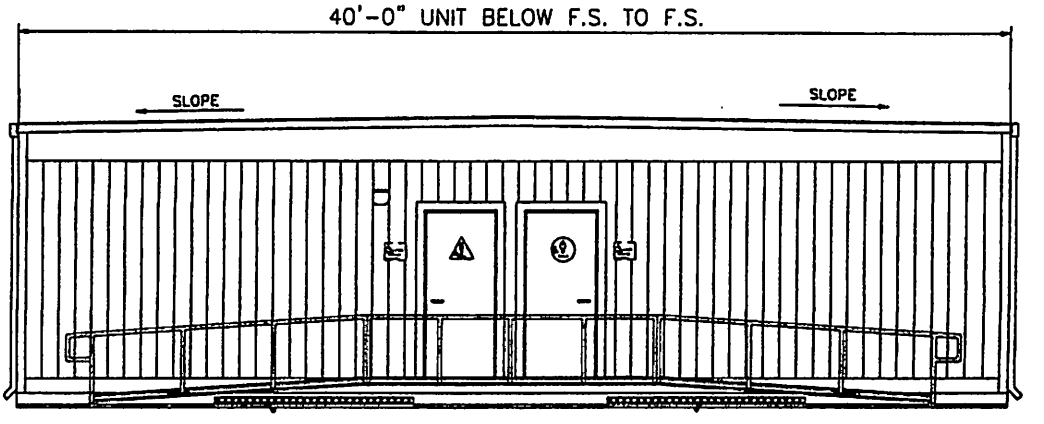


FRONT ELEVATION

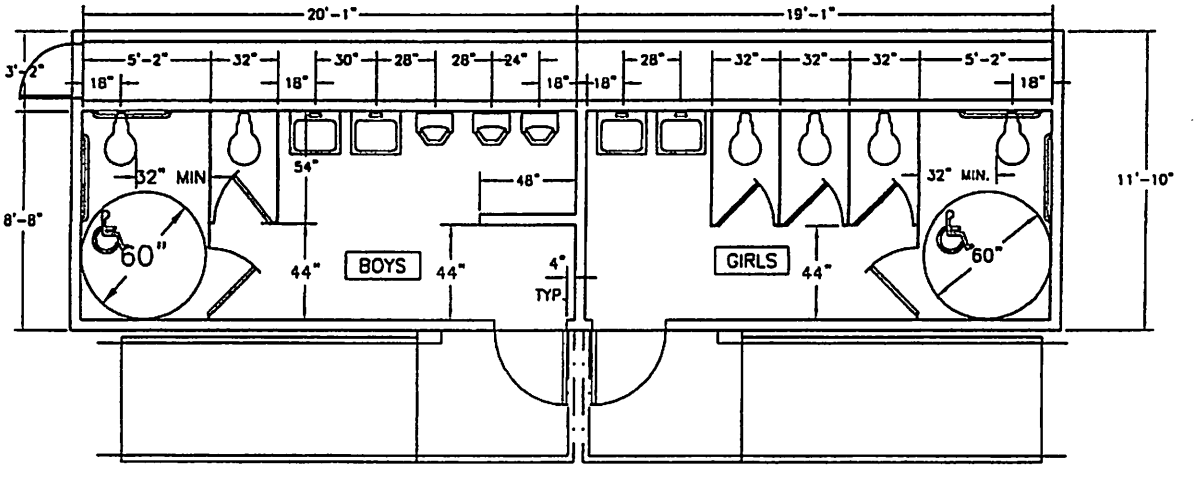
56 X 36 CLASSROOM Two Story	ITEM G-HP & O



END WALL ELEVATION

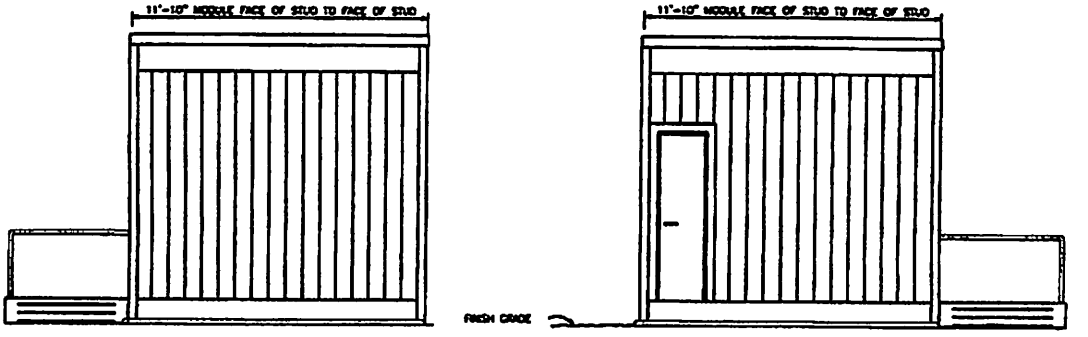


FRONT WALL ELEVATION

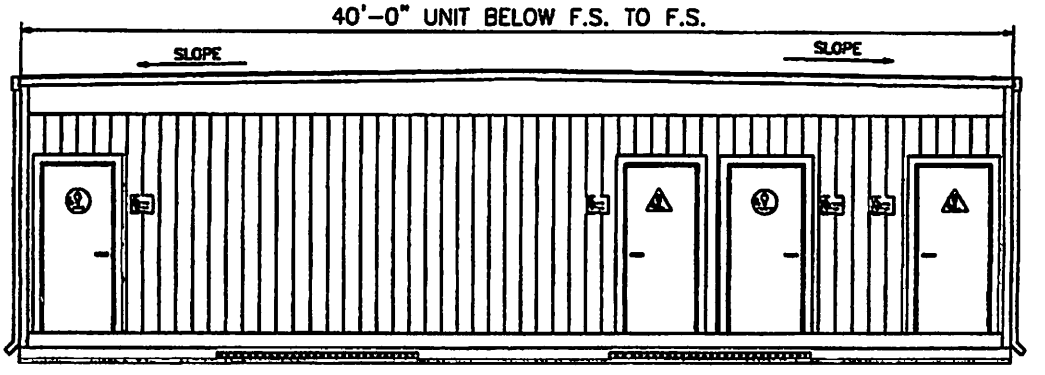


FLOOR PLAN

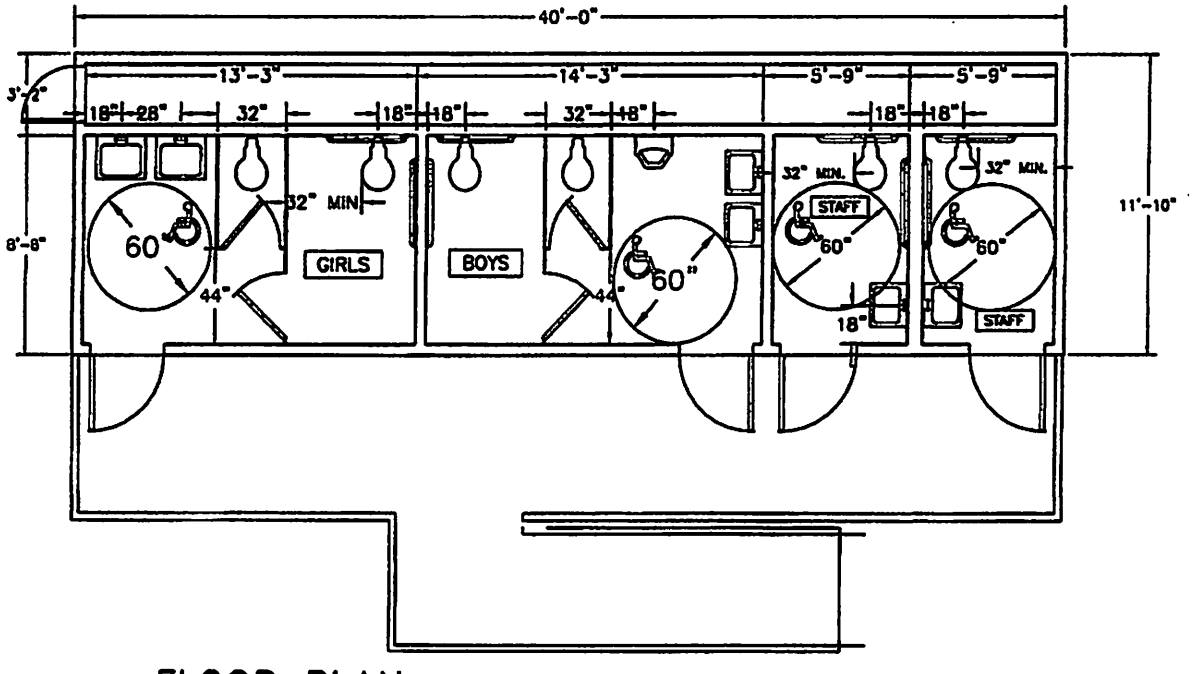
12 X 40 RESTROOM STUDENT	ITEM P



END WALL ELEVATION

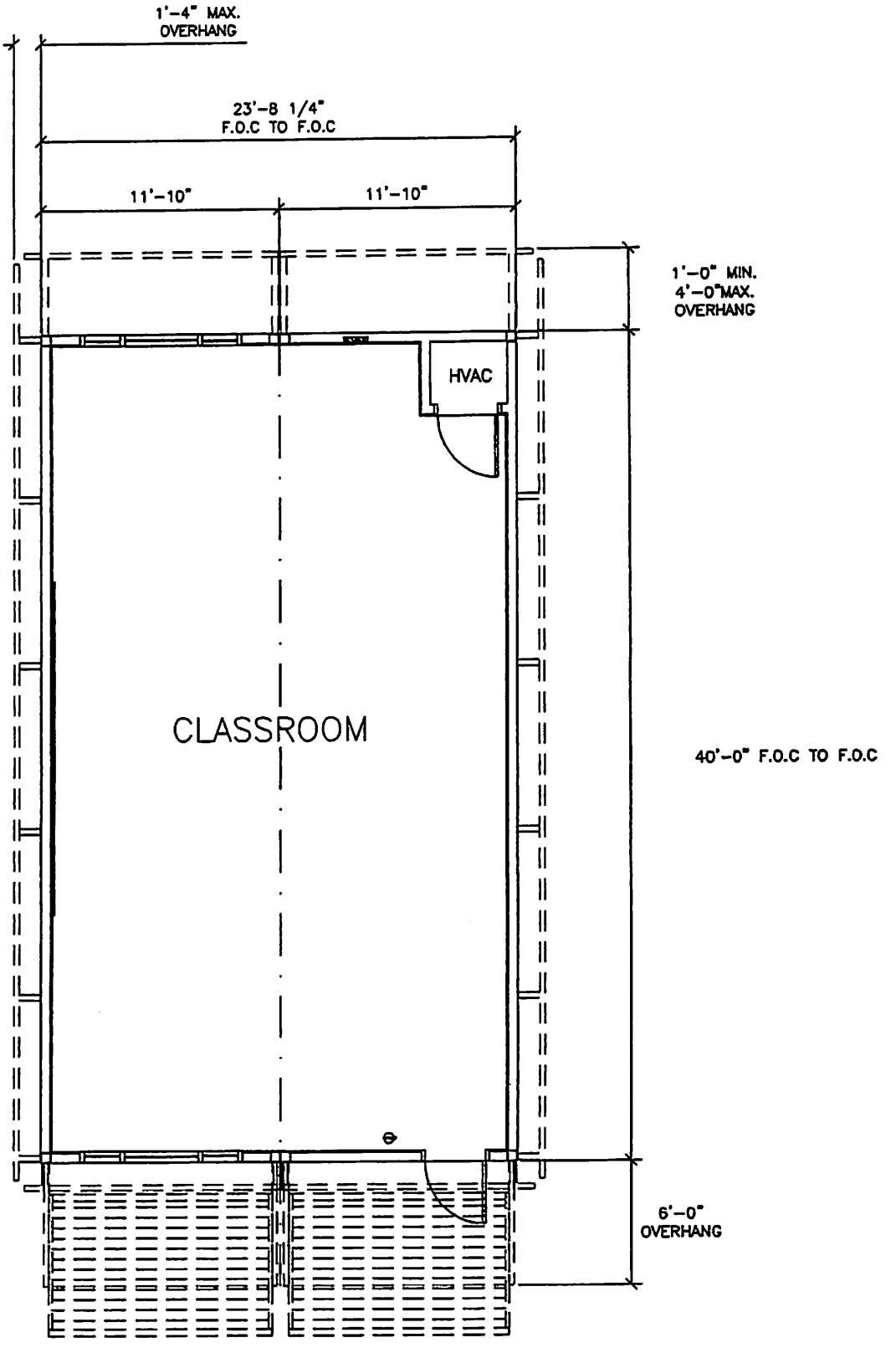


FRONT WALL ELEVATION



FLOOR PLAN

12 X 40 BOYS/GIRLS/STAFF/STAFF RESTROOM BUILDING	ITEM Q



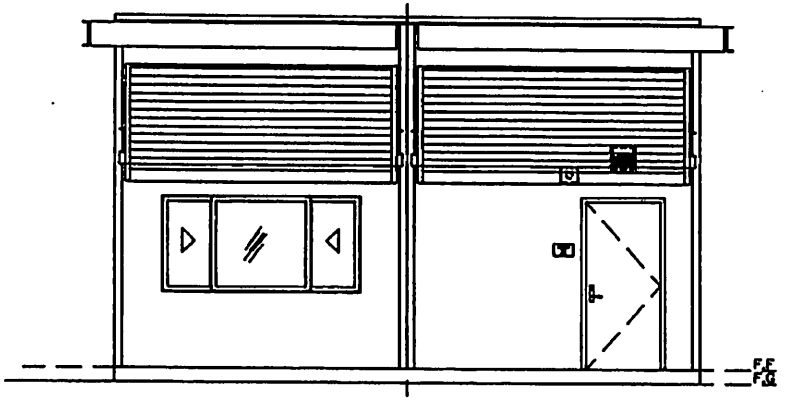
FLOOR PLAN

AVAILABLE AS SHOWN = LEFT HAND
OR OPPOSITE HAND = RIGHT HAND

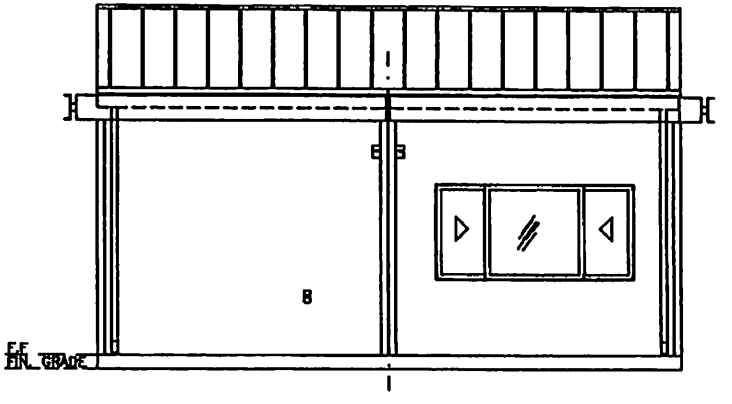
24 X 40 CLASSROOM	ITEM A-HP

24 X 40 CLASSROOM

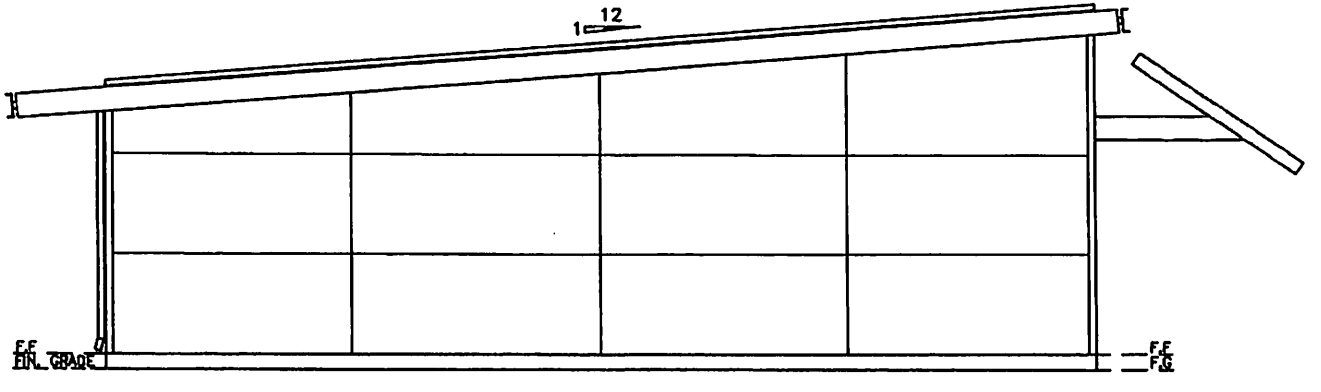
ITEM A-HP



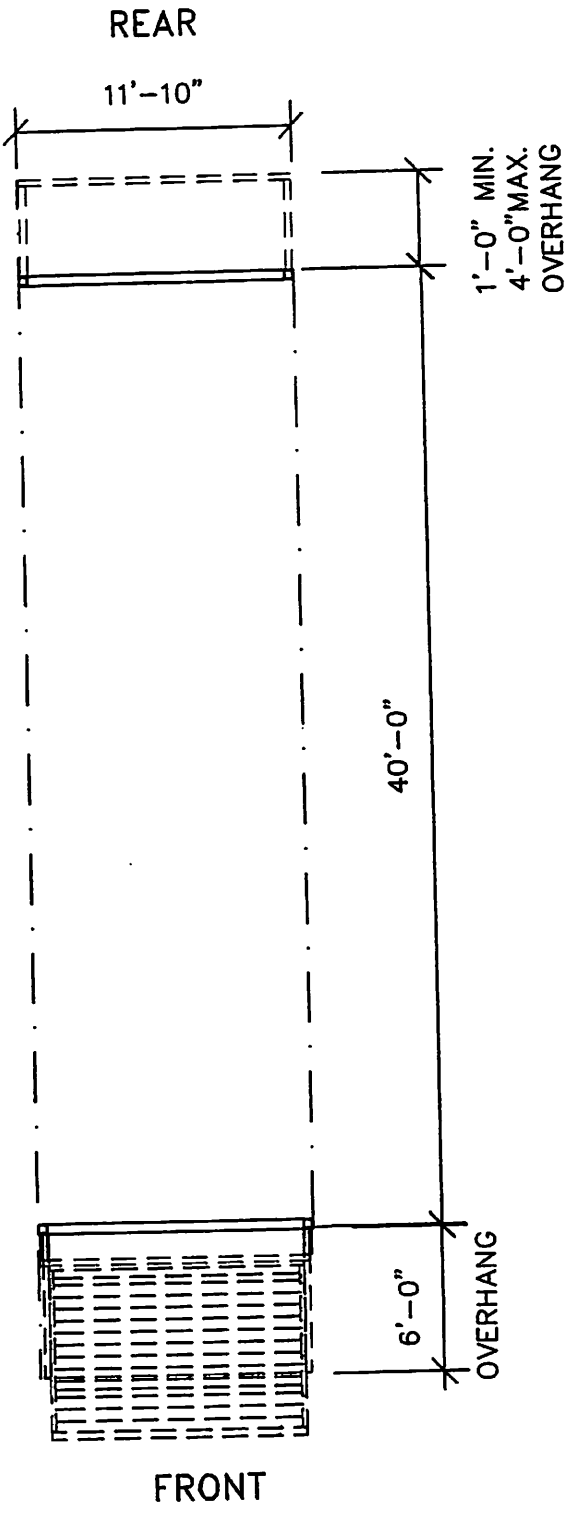
FRONT EXTERIOR ELEVATION



REAR EXTERIOR ELEVATION

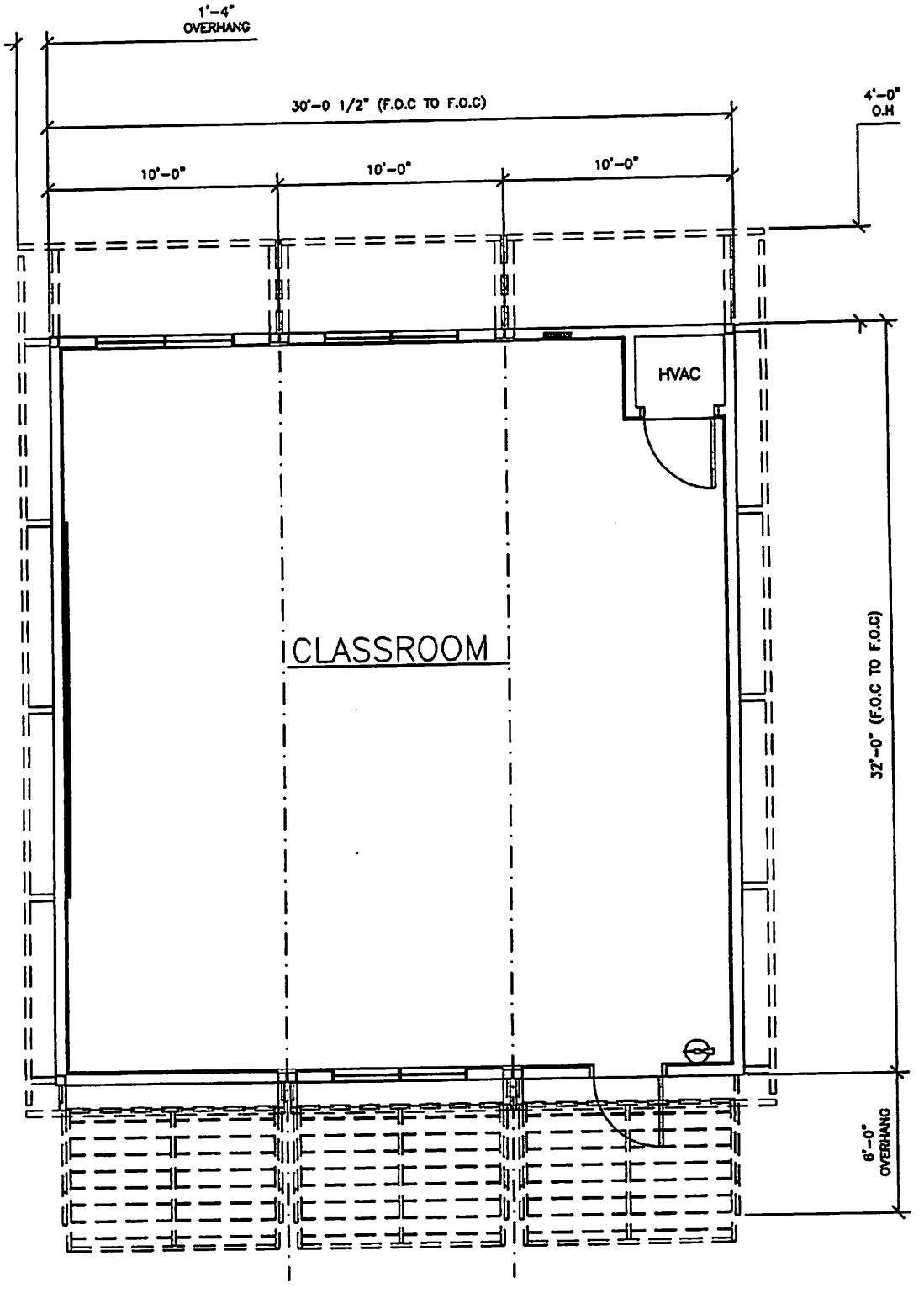


SIDE EXTERIOR ELEVATION



FLOOR PLAN

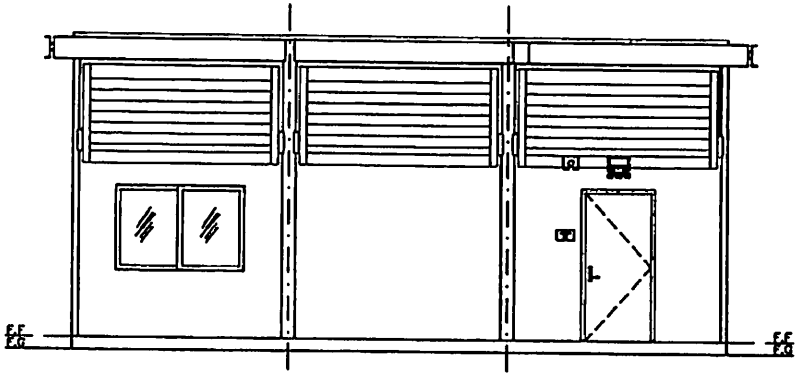
12' MODULE Additional Section	ITEM B-HP



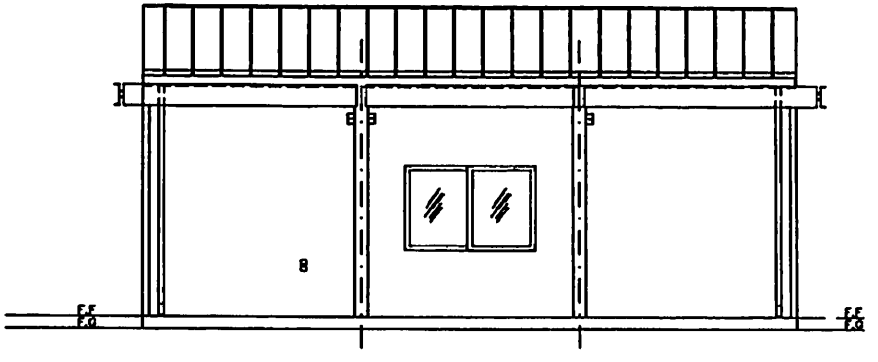
30 X 32 CLASSROOM	ITEM C-HP

30 X 32 CLASSROOM

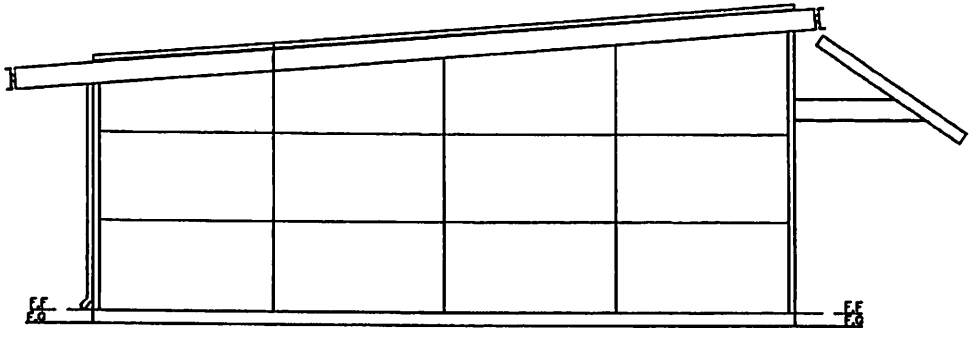
ITEM C-HP



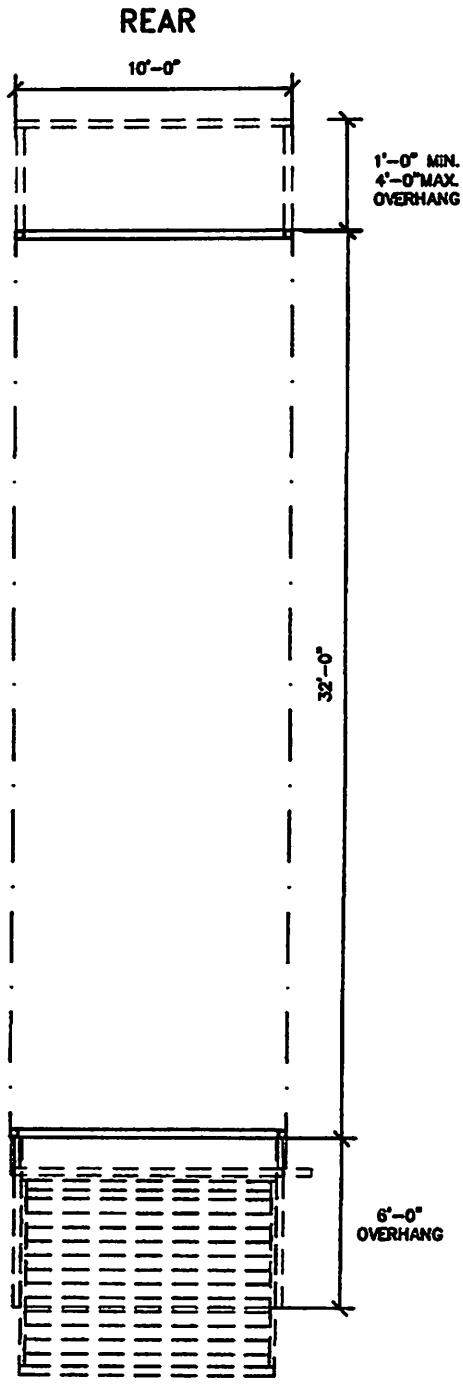
FRONT EXTERIOR ELEVATION



REAR EXTERIOR ELEVATION

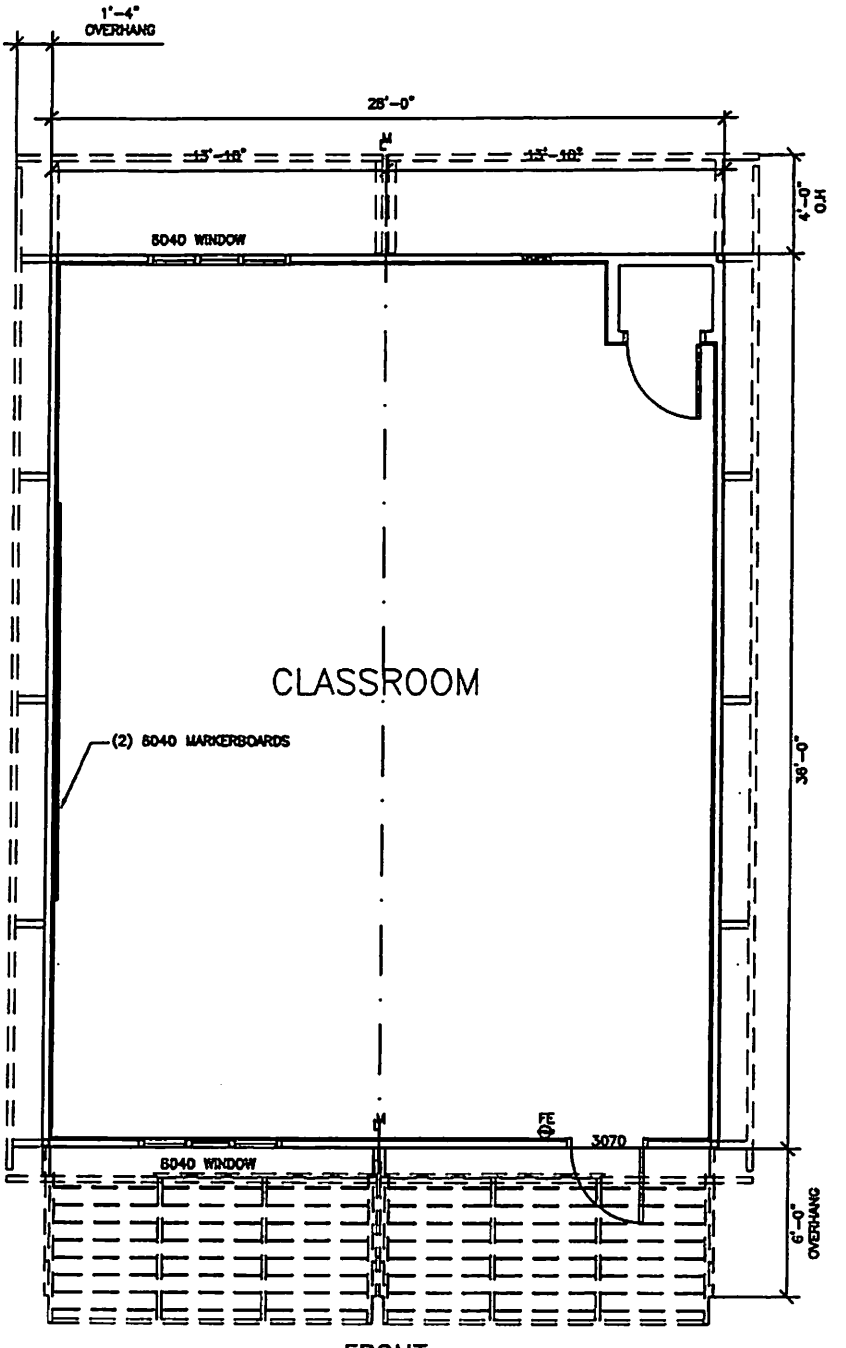


SIDE EXTERIOR ELEVATION



FLOOR PLAN

10' MODULE Additional Section	ITEM D-HP



FRONT

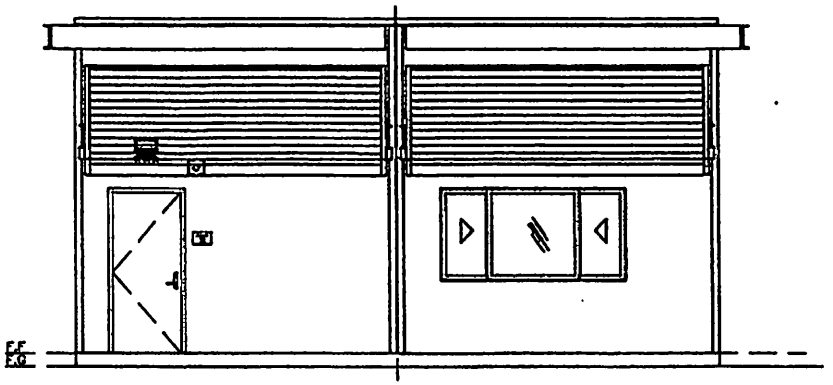
FLOOR PLAN

AVAILABLE AS SHOWN = LEFT HAND
OR OPPOSITE HAND = RIGHT HAND

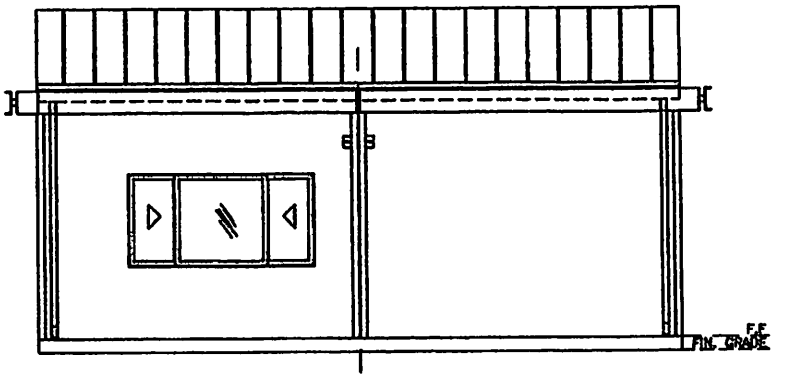
28 X 36 CLASSROOM	ITEM E-HP

28 X 36 CLASSROOM

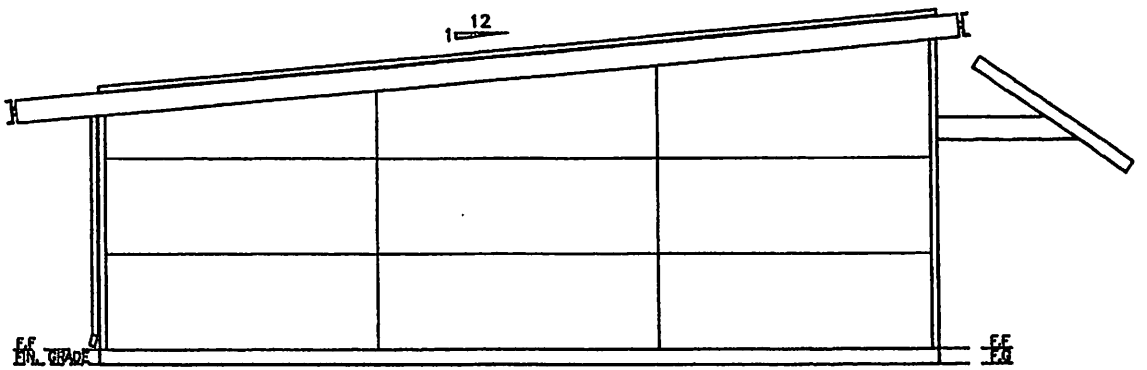
ITEM E-HP



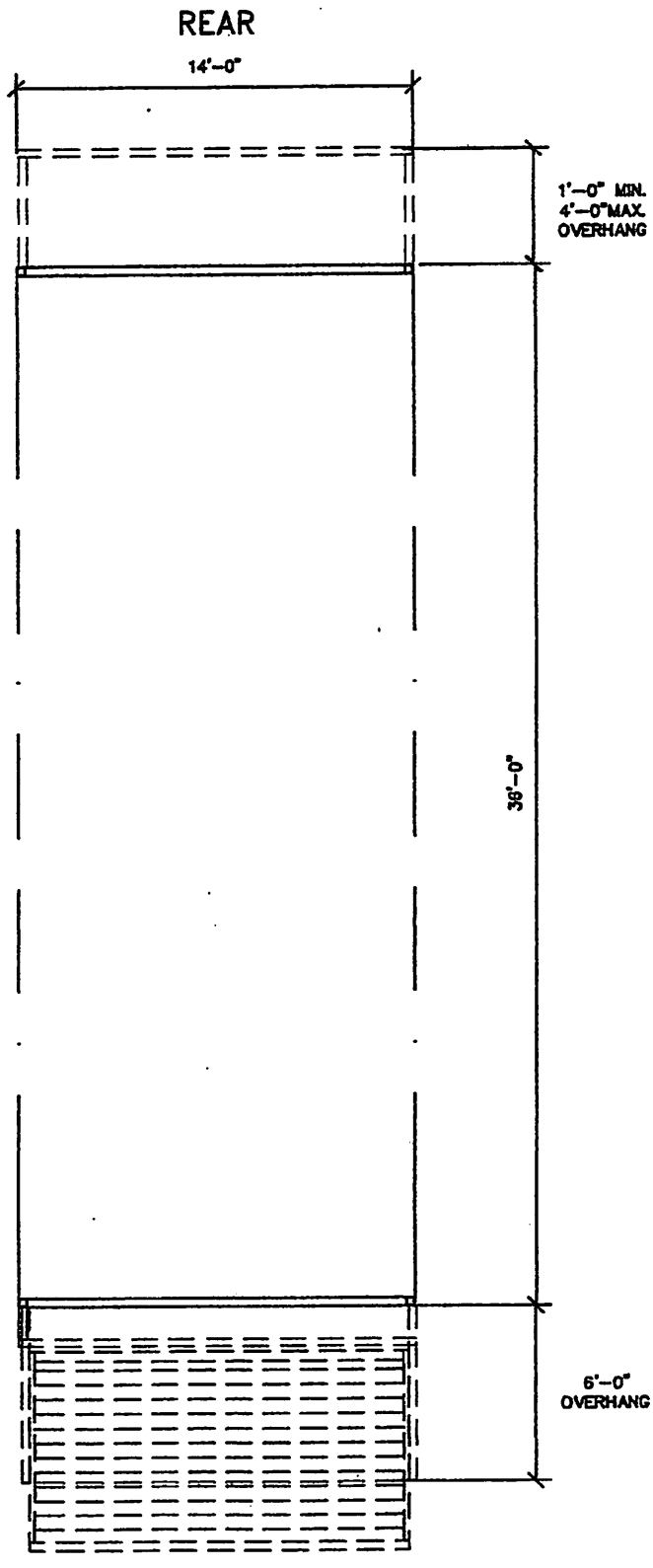
FRONT EXTERIOR ELEVATION



REAR EXTERIOR ELEVATION

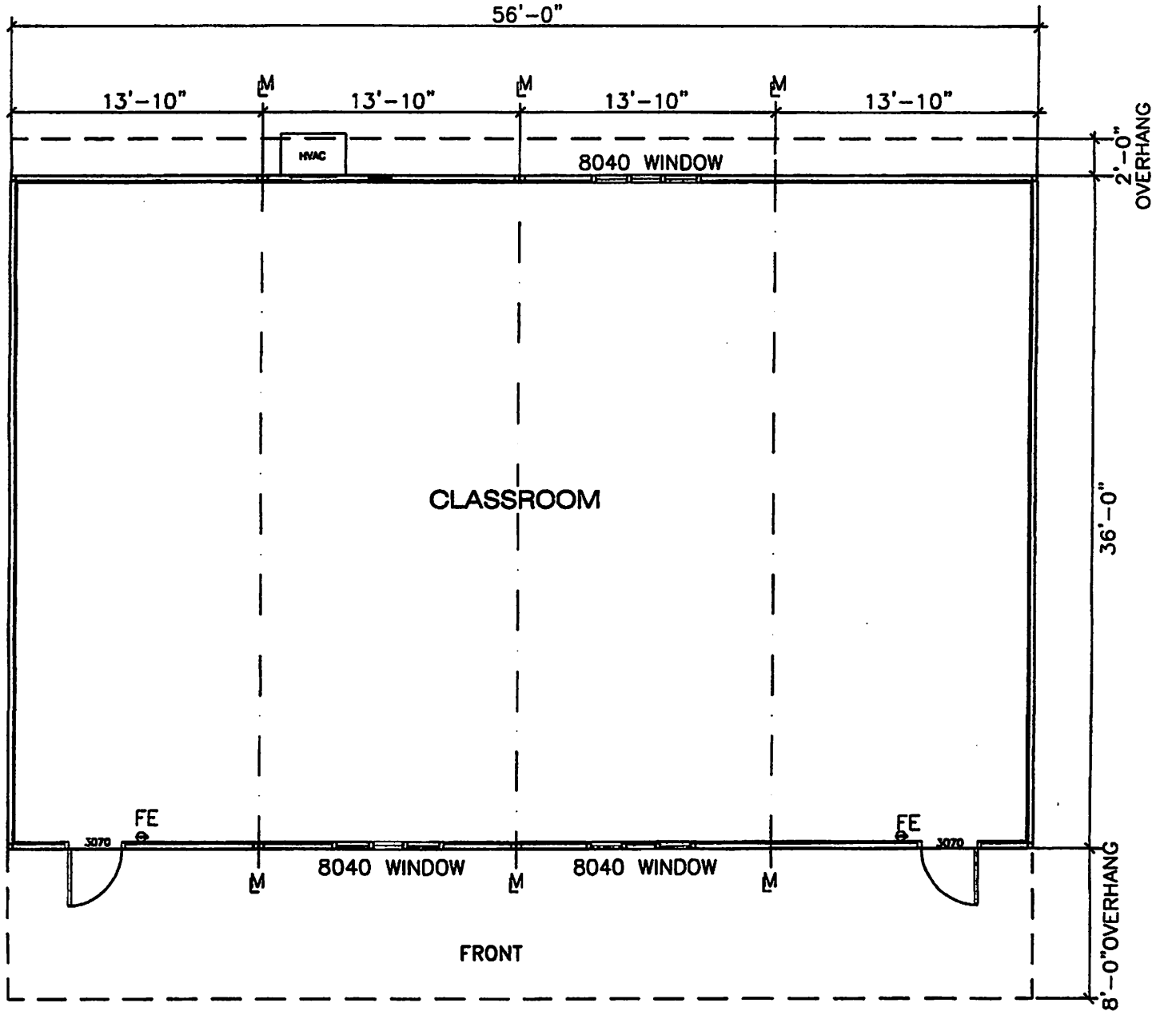


SIDE EXTERIOR ELEVATION



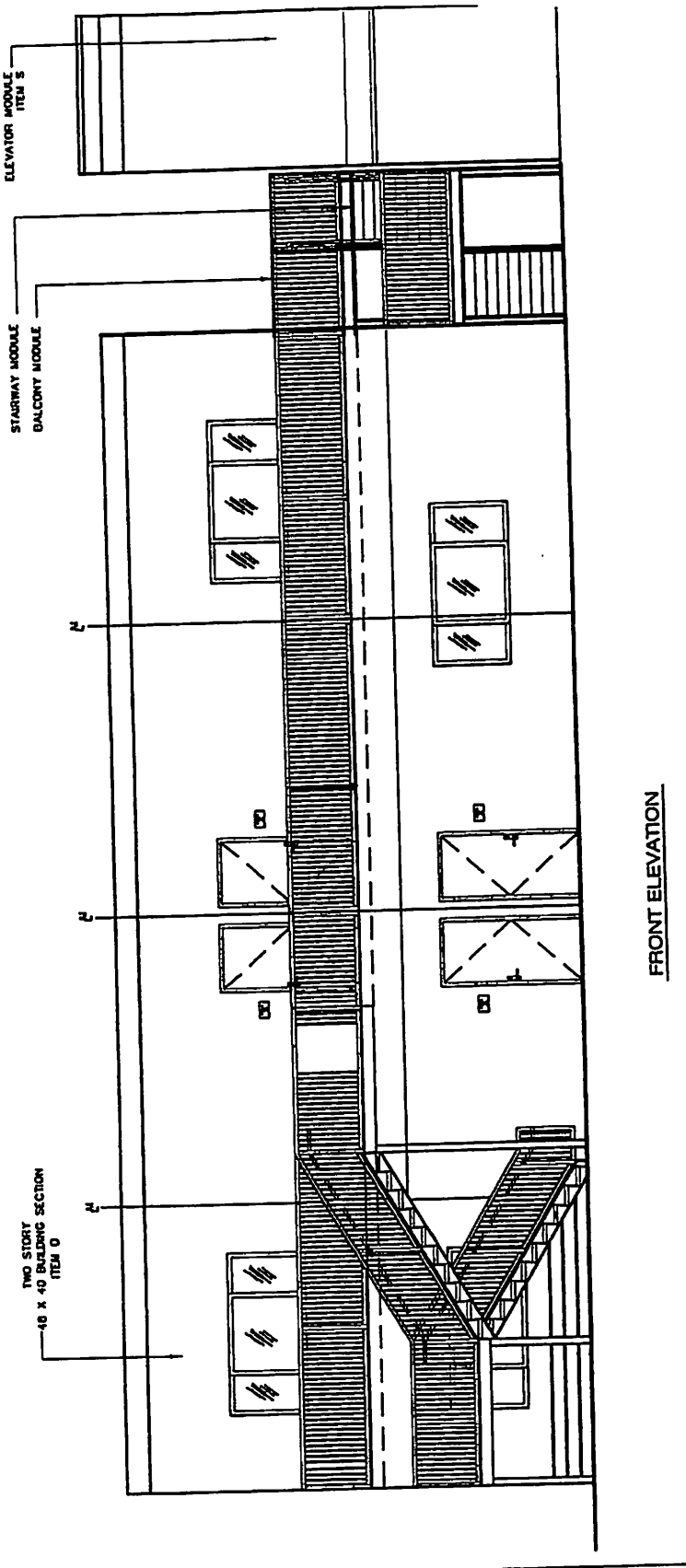
FLOOR PLAN

14' MODULE Additional Section	ITEM F-HP

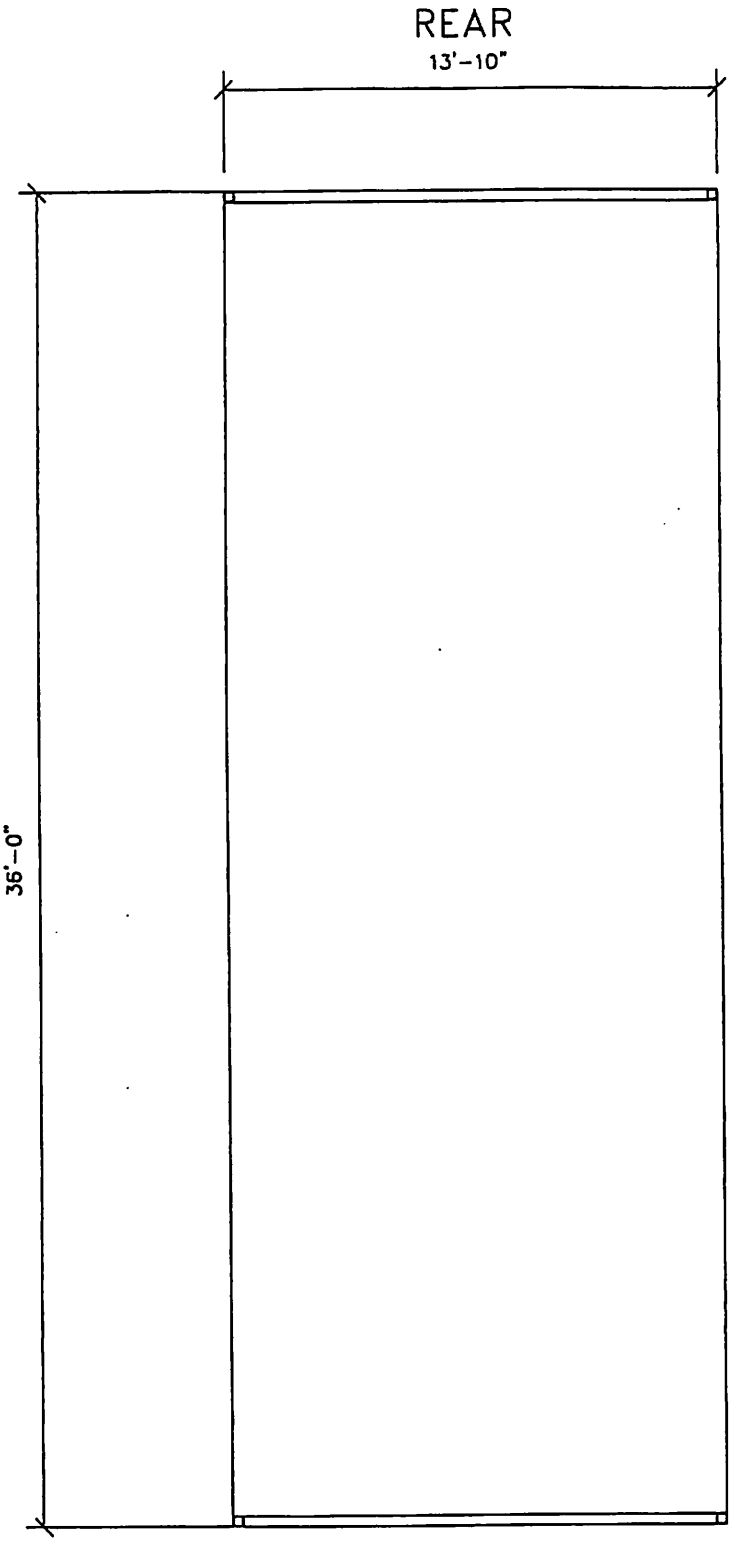


FLOOR PLAN

56 X 36 CLASSROOM Two Story	ITEM G-HP

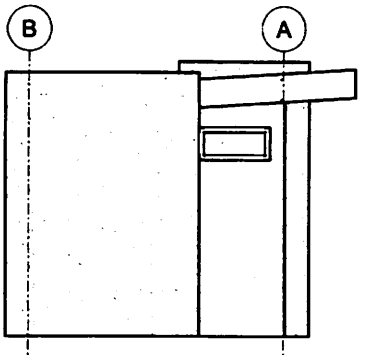


56 X 36 CLASSROOM Two Story	ITEM G and H-HP

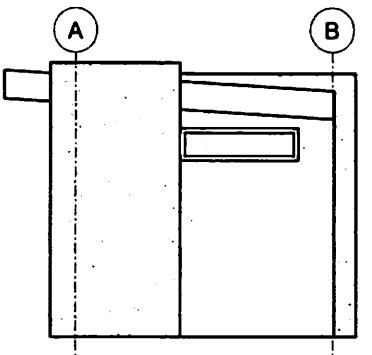


FLOOR PLAN

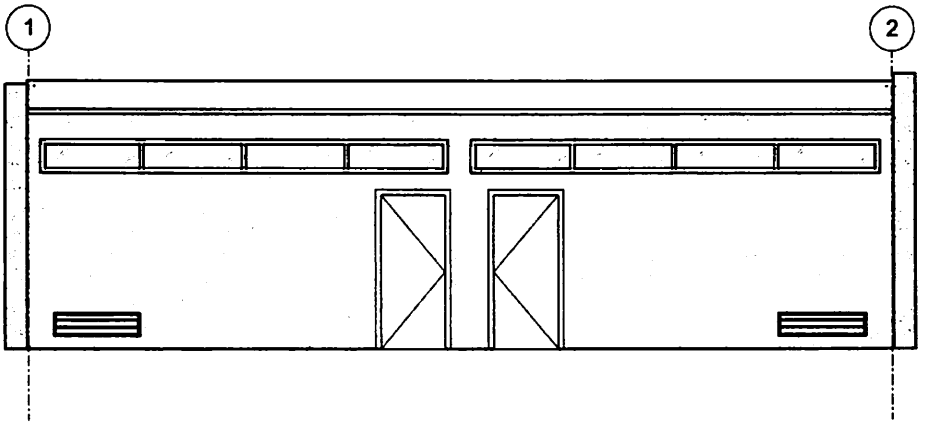
14 x 36 MODULE	Two Story	ITEM H-HP



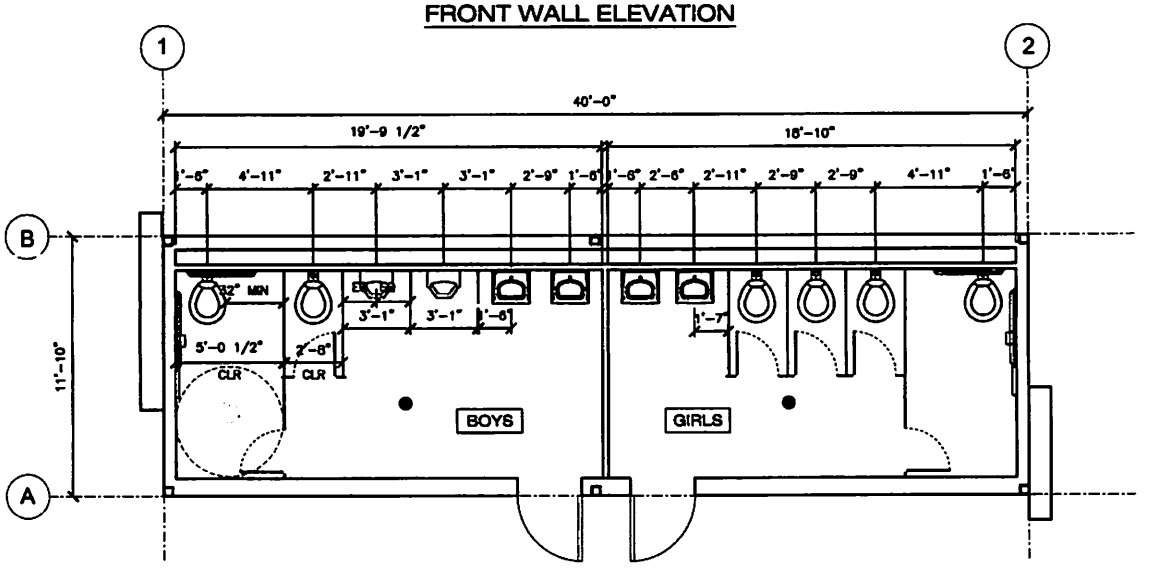
END WALL ELEVATION



END WALL ELEVATION

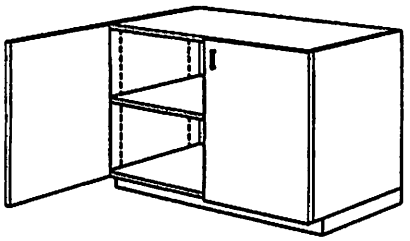


FRONT WALL ELEVATION

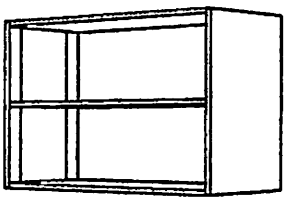


FLOOR PLAN

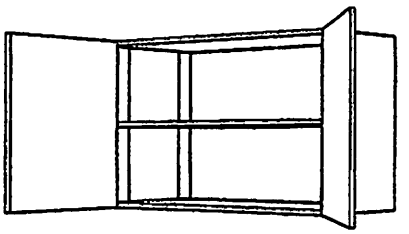
12 x 40 RESTROOM STUDENT	ITEM I-HP



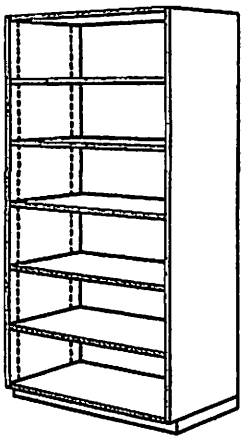
102



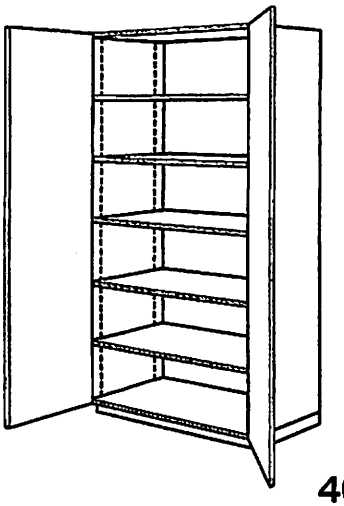
300



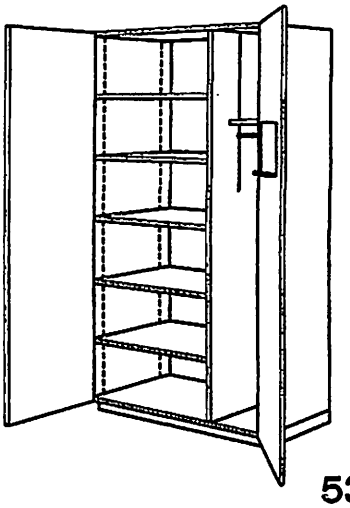
302



400



402



530

HEIGHT 42" WITH TOP



NO BACK

600

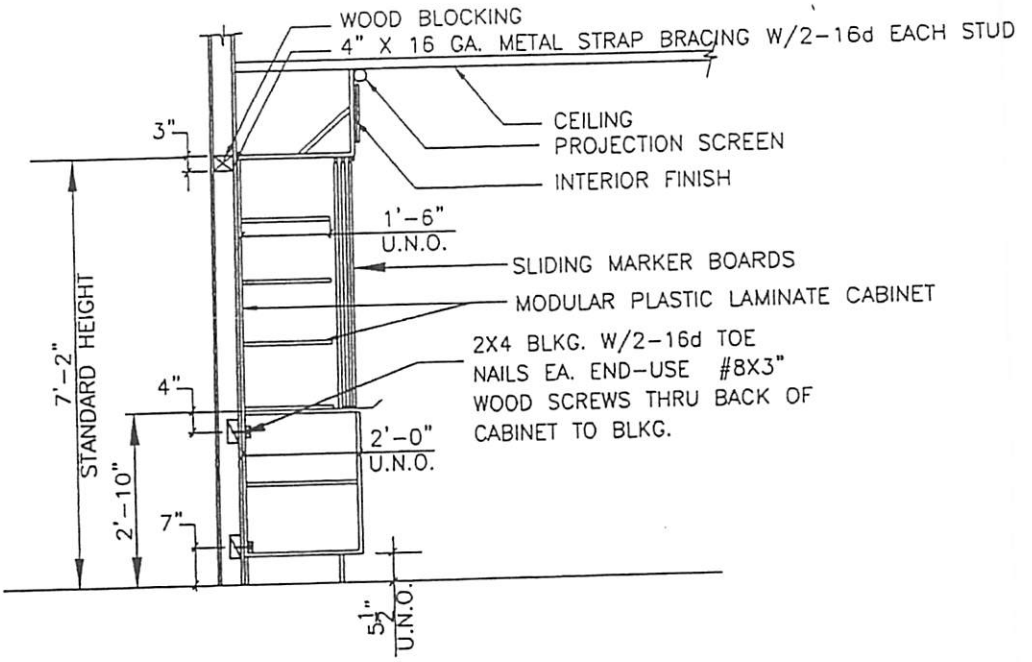
HANGING WARDROBE



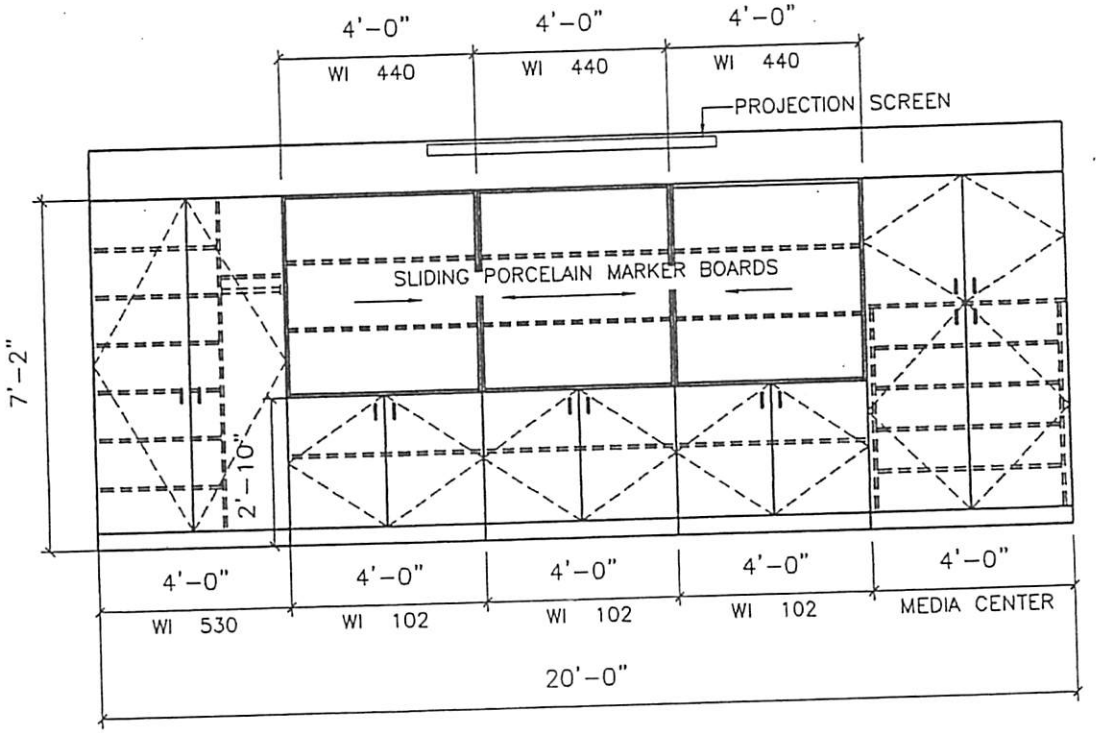
L=48, H=15, D=12

540

WI CASEWORK ADD ALT. # #95-104 & 232-241

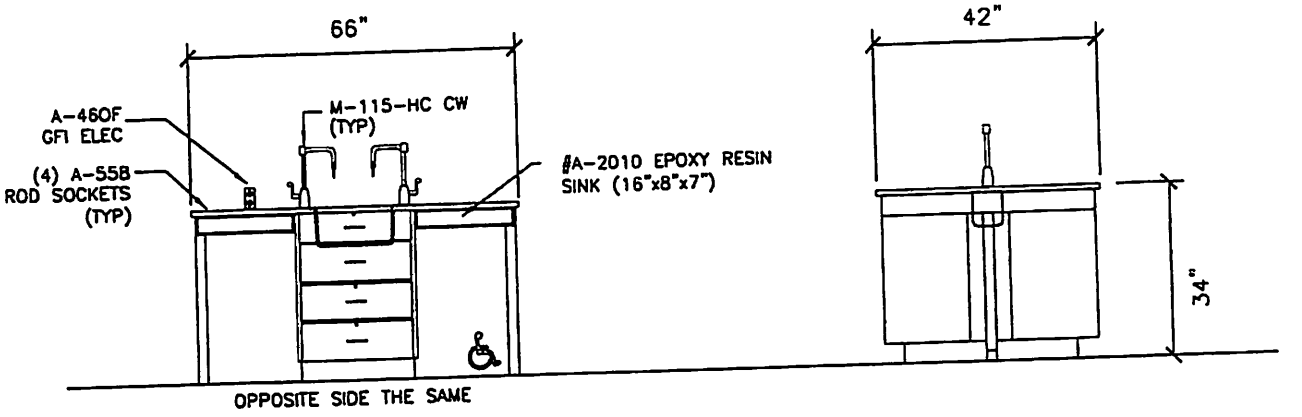


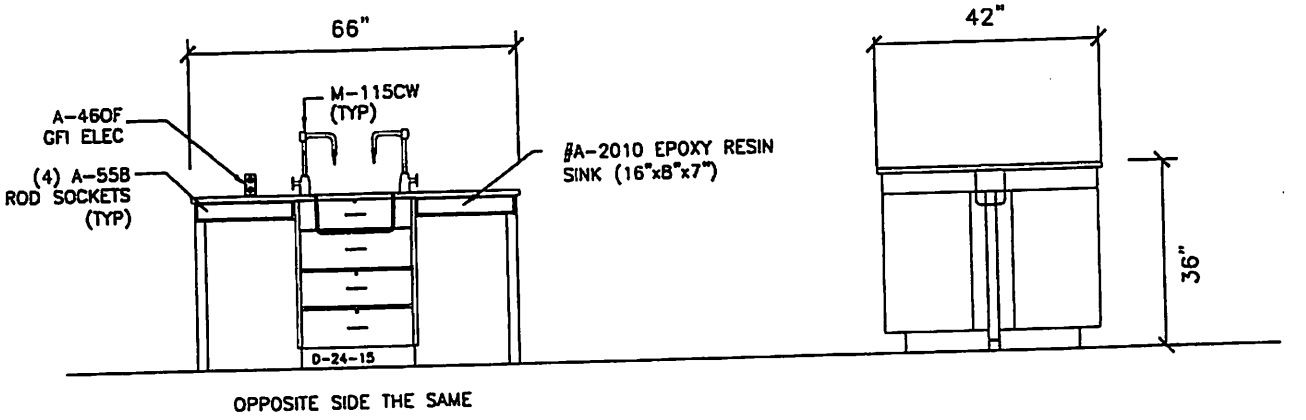
CROSS SECTION TEACHER WALL



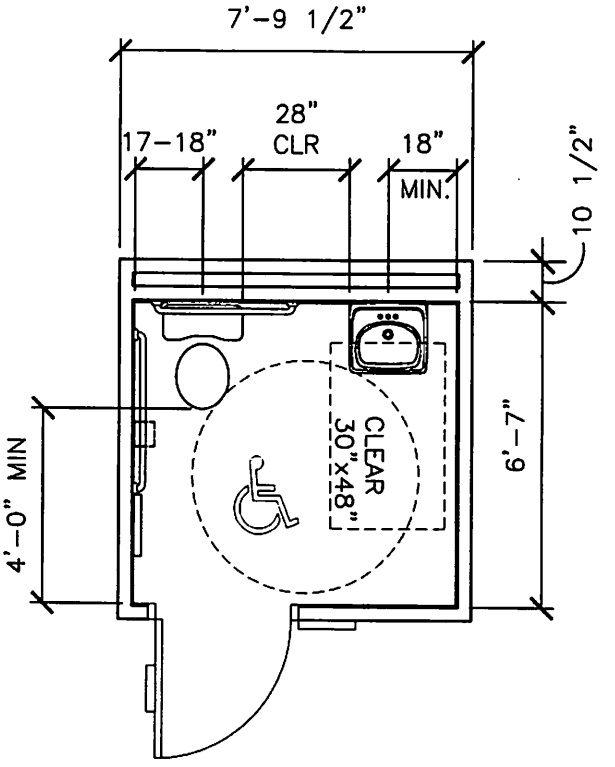
INTERIOR ELEVATION-TEACHING WALL

TEACHING WALL ADD ALT. #108 & 244



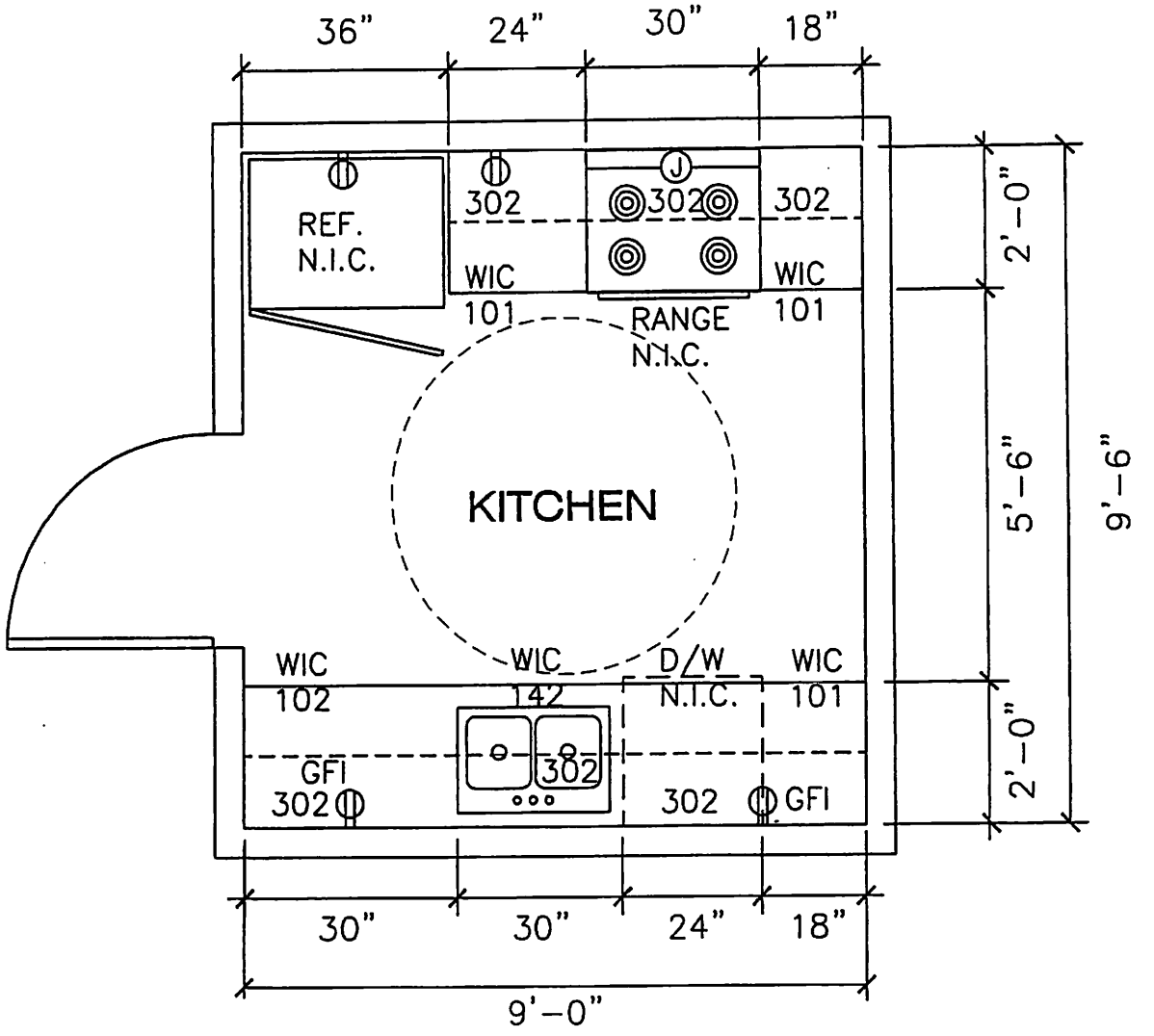


	SCIENCE WORK STATION ADD. ALT. #109 & 245



FLOOR PLAN

INTERIOR UNISEX TOILET ROOM	ITEM #113



	KITCHEN ADD ALT#185

Board meeting of July 12, 2018

Fountain Valley School District
Business Services Division

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **APPROVE THE ANNUAL AGREEMENT FOR FISCAL AND MANAGEMENT INFORMATION SERVICES WITH SCHOOL SERVICES OF CALIFORNIA, INC.**
DATE: July 9, 2018

Background:
Each year the District contracts with School Services of California (SSC) for fiscal services. SSC provides districts throughout the state with valuable information and insight into budgeting, finance and general practices. Included in the annual agreement with SSC is one copy of the booklet, *Analysis of the Governor's Proposals for the State Budget and K-12 Education*. Twelve (12) hours of annual contract service are also included in the membership fee. Participation at School Services workshops are offered at a discounted rate to members. The term of this agreement is from August 1, 2018 to July 31, 2019.

Fiscal Impact:
The annual membership fee is $3,660 which is unchanged from the previous year, and an additional $650 for the Comparative Analysis of District Income and Expenditures (CADIE) Report and the Salary And Benefits Report (SABRE).

Recommendation:
It is recommended that the Board of Trustees approves the Annual Agreement for Fiscal and Management Information Services with School Services of California, Inc.

Client # 0008300/S15 P.O. #_____

AGREEMENT FOR SPECIAL SERVICES
Fiscal and Management Information Services

This is an agreement between the **FOUNTAIN VALLEY SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of August 1, 2018.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

WHEREAS, the Consultant, is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. Consultant agrees to perform such duties relating to issues of school finance, including:

    a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact school district fiscal policies, and one copy of the *Analysis of the Governor's Proposals for the State Budget and K-12 Education*

    b. Unlimited access to the Consultant's online workshops, which include:

        i. Fiscal Aspects of Negotiations

        ii. Associate Student Body

    c. The option of receiving information on Consultant's website regarding major school finance and policy issues

    d. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress

    e. Preliminary school district revenue calculation using the online tools available on the Consultant's website for use in determining the projected revenue funding level soon after the budget is adopted based on the major annual school finance legislation

    f. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate

g. Counsel the Client on new mandates and information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation, and maintain liaison with the State Controller, the Commission on State Mandates, and the State Department of Finance

2. The Consultant shall provide the Client with services as requested to a total of twelve (12) direct service hours during the 12-month period of this Agreement at no additional cost beyond the annual fee. The hours of service may be used as the Client directs on fiscal and mandate service issues, including: mandate counseling, analysis of specific district revenue or expenditure issues, analysis of specific legislative or regulatory issues, including a "quick query" service to provide telephone response to specific fiscal or mandate questions of the Client.

   Services for which the base service hours may not be used, include: Client specific economy, efficiency, or management consulting services, including, but not limited to efficiency or management studies, demographic or school facility studies, special education studies, fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; fiscal analysis for purposes of collective bargaining, legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for district legal issues; major customized research projects or studies; or, on-site speeches or presentations.

3. The Client agrees to pay to Consultant for services rendered under this Agreement:

   a. $3,660 annually, plus expenses, or payable at $305 per month, plus expenses, upon receipt of a billing from Consultant

   b. For all requested services in excess of twelve (12) direct service hours as indicated in Item 2 above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply

   c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site

   d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials

4. This Agreement shall be for the period of one year, beginning August 1, 2018, and terminating July 31, 2019. This Agreement may be terminated prior to July 31, 2019, by either party on thirty (30) days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the client

provides written notice. The Client is responsible for these accrued charges and SSC may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.

5. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

BY: _____ DATE: _____

_____
Print Name

_____
Job Title
Fountain Valley School District

BY: _____ DATE: June 15, 2018
JOHN D. GRAY
President
School Services of California, Inc.

Contract period: 08-01-18 to 07-31-19 **P.O. #**_____

ADDENDUM A
TO SPECIAL SERVICES AGREEMENT

As a client of School Services of California, Inc., you have the option of purchasing either or both of our **CADIE** and **SABRE** reports at the client rate. The following information describes the **CADIE** and **SABRE** reports, and the form at the bottom of the page to order the reports.

The **C**omparative **A**nalysis of **D**istrict **I**ncome and **E**xpenditures (**CADIE**) is a comprehensive computer-generated report comparing your district's revenues and expenditures to those of 40 other districts *(two reports with 20 districts in each)* of your choice throughout the state. Well over 300 comparisons are made using SACS, CBEDS and CalPads data.

The **CADIE** includes comparative graphic data expenditures by ADA, tabular information showing per ADA and percentage distribution of district revenues and expenditures, staffing levels, and tables that show—on an ADA and percentage basis—how your district spent its dollars for the prior three years. The report is comprehensive, yet easy to use.

The **S**alary **A**nd **B**enefits **R**eport (**SABRE**) is generated from the CDE's Certificated Teachers Salary and Benefit data (Form J-90) and provides up to 38 side-by-side comparisons of your district with those of 40 other districts (*two reports with 20 districts in each)* of your choice on certificated salaries, health and welfare benefits, and work days.

The **SABRE** includes ten graphical displays and 27 comparison tables with side-by-side analysis for certificated non-management. It also includes the actual salary and benefit schedules and other selected data important for compensation evaluation in an easy-to-read format.

The analytical uses of the **CADIE** and **SABRE** reports are unlimited. If these products are needed for negotiations, they may be fully reimbursable as part of your mandated cost claim if you have chosen to file mandate claims for this year.

Please check the appropriate items below:

____	**CADIE Only**	**$450**	____ Use the same districts as last year	____	Current year 2016-17
____	**SABRE Only**	**$300**	____ Use districts of similar type and size	____	Next year 2017-18
____	**CADIE & SABRE**	**$650**	____ Call me to discuss comparative group		
			____ Please use similar unduplicated pupil percentage districts		

*Reports are a year behind as the data is released by the CDE.
**Next year: SABRE will be released in December 2018, CADIE will be released in March 2019

District Name: _____
Contact Name: _____
Address (no P.O. boxes please):_____
_____
Telephone with extension: _____
Email Address: _____
Signature: _____
Print Name: _____ Date:_____

By completing this Addendum A and submitting with our contract, the above Client agrees to pay for these reports upon receipt of the products and appropriate billing.

Fountain Valley School District
BUSINESS SERVICES

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
Diane Sharpe, Food Service Director
SUBJECT: APPROVE A $.25 INCREASE TO SCHOOL LUNCH PRICES BEGINNING IN THE 2018-2019 SCHOOL YEAR
DATE: June 22, 2018

Background:
The Fountain Valley School District School lunch prices have remained consistent for over five years at $3.00 for an elementary school lunch and $3.50 for a middle school lunch. A recommendation of a school lunch price increase is due to rising food and supply costs from vendors next year.

Fiscal Impact:
A $.25 increase in the school lunch price will help offset the rising costs of our foods and supplies, thus sustaining a balanced budget and preventing General Fund encroachment.

Recommendation:
It is recommended that the Board of Trustees approves the $.25 increase to the price of elementary and middle school lunches beginning in the 2018-2019 school year.

Board meeting of July 12, 2018

Fountain Valley School District
Support Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Cara Robinson, Director, Support Services
SUBJECT: MOU between OCDE and FVSD for Special Schools Program
DATE: July 9, 2018

Background:
Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56165.3 and 56195.5, Orange County Department of Education (OCDE) may provide for the education of individual pupils in special education programs who reside in other districts or counties. The OCDE Division of Special Education Services operates the OCDE Special Schools Program to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program. Agreement is effective the period of July 1, 2018 through June 30, 2019.

Fiscal Impact:
No fiscal impact unless/until services are required.

Recommendation:
It is recommended that the Board of Trustees approves the MOU between Orange County Department of Education and Fountain Valley School District.

Memorandum of Understanding Between

The Orange County Superintendent of Schools

And

"Fountain Valley School District"

2018-2019

The Orange County Superintendent of Schools, which operates the Division of Special Education Services within the Orange County Department of Education, hereinafter referred to as "OCDE" and the "Fountain Valley School District," herein referred to as "District," and collectively referred to herein as the "Parties," mutually agree as follows (Agreement):

1. Basis of Agreement

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, OCDE may provide for the education of individual pupils in special education programs who reside in other districts or counties. The OCDE Division of Special Education Services operates the OCDE Special Schools Program to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.

2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2018, and ending June 30, 2019.

3. Acknowledgment of Special Education Funding Formula

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, Section 56836 et seq., the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a Special Education Local Plan Area (SELPA). It is further acknowledged that the SELPA base year calculations for special education funding under Assembly Bill 602 (AB 602) include a dollar amount that is transferred back to the SELPA of residence for pupils served in special education programs prior to implementation of AB 602. The Parties acknowledge that both the distribution of these special education funds and the District's fiscal responsibility for students served outside the SELPA of residence are determined by the Local Plan of the SELPA of residence.

4. Scope of Program and Referral Process to OCDE

OCDE shall conduct special education programs and services for those eligible pupils of the District referred by their Individualized Education Program (IEP) Teams when it is jointly determined by the District and OCDE that the pupil's educational needs as specified in the pupil's IEP can be appropriately met by the programs and services operated by OCDE. Prior to offering placement in any OCDE Special Schools Program, the District shall contact the appropriate OCDE Special Schools Principal to discuss a possible referral and the appropriateness of the OCDE Special Schools Program placement. If the referral seems appropriate, the District shall obtain from the parent authorization to release information to OCDE and submit an OCDE referral packet to the appropriate OCDE Special Schools Principal

as well as schedule a visitation with the parent. OCDE referral packets are available on-line at http://www.ocde.us/sped/Pages/default.aspx.

Upon review of the referral packet and site visit by parent, the OCDE Special Schools Principal and District representative will coordinate an IEP team meeting for purposes of discussing possible placement in an OCDE Special Schools Program. OCDE shall maintain and provide special education programs for District pupils during the 2018-2019 school year within the administrative parameters established by the Special Education Fiscal Advisory Committee. Class size ranges and student-adult ratios shall be maintained in a manner which allows OCDE to meet the programmatic, health and safety needs of the pupils.

5. Responsibility of School District of Residence

The District and OCDE acknowledge that the District, as the pupil's district of residence, maintains primary responsibility as the local education agency (LEA) to ensure the pupil receives a free appropriate public education. In the event a pupil participating in an OCDE Special Schools Program moves out of the District, the District shall immediately provide OCDE written notice of the pupil's change in residence, including the new school district of residence, if known. Similarly, OCDE shall immediately notify District in the event a parent reports a change in residence, including the new school district of residence, if known.

6. Annual and Triennial Reviews

The District shall be notified of annual reviews scheduled for its pupils participating in an OCDE Special Schools Program and may provide a representative who will participate in the development of the annual IEP. For initial placement, triennial review, recommendation for

home instruction, or a change in eligibility or services specified on the current IEP, a District representative who is authorized to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting. For pupils enrolled in an OCDE Special Schools Program who are participating in a general education program on the school site in the school district where the OCDE Special Schools Program is located ("Host District") OCDE will work with the Host District to provide a general education teacher at IEP team meetings. In the event the Host District is unable to provide a general education teacher for the IEP team meeting, the District agrees to provide a general education teacher unless otherwise waived in writing by the pupil's parent in accordance with the Individuals with Disabilities Education Act (IDEA) and State law. For all other pupils enrolled in an OCDE Special Schools Program, the District agrees to provide a general education teacher at IEP team meetings unless otherwise waived in writing by pupil's parent in accordance with the IDEA and State law. Subject to approval by the pupil's parents, the general education teacher and/or other IEP team participants may use alternative means of meeting participation, such as video conferences and conference calls.

Progress reports relating to goals and objectives in a pupil's IEP shall be sent by OCDE to parents per the pupil's IEP schedule for progress reporting and to the Director of Special Education of the District upon request. When requested by District or parent, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review or when pupil's enrollment in OCDE is terminated.

7. Integration/Mainstreaming Opportunities

The Host District where OCDE Special Schools Programs operate often provide opportunities for pupils enrolled in an OCDE Special Schools Program to integrate with non-disabled typical peers during the school day. These opportunities are typically in non-core curriculum areas such as physical education, art, music, assemblies, recess and lunch. Some pupils enrolled in an OCDE Special Schools Program will participate in core curriculum activities for a portion of the school day in a program operated by the Host District, however, such pupils are supervised by OCDE staff at all times during such activities. In the event a pupil enrolled in an OCDE Special Schools Program is participating in core curriculum activities in a program operated by the Host District for more than 50% of the school day, the Host District will be reimbursed for any costs incurred resulting from such pupil's participation, upon OCDE's receipt of appropriate documentation of such costs.

8. Assessments/Independent Educational Evaluations

OCDE and District shall coordinate and collaborate in conducting assessments for pupils participating in an OCDE Special Schools Program. In the event OCDE staff is not available to conduct a requested assessment, OCDE shall notify the District and/or District's SELPA to assist in conducting such assessment(s). In the event a referral is made by a pupil's IEP team or a pupil's parent/guardian for an educationally related mental health services (ERMHS) assessment, OCDE shall immediately notify the District, and the District shall determine how to proceed with the requested ERMHS assessment.

In the event a request is made for an independent educational evaluation (IEE), OCDE shall immediately forward such request to the District and the District, in collaboration with

OCDE, shall determine how to respond to the request for an IEE. If the District receives a request for assessment or IEE for a student referred to or enrolled in an OCDE Special Schools Program, the District shall immediately notify OCDE of the request and collaborate with OCDE as to how to respond. OCDE and/or the District may also schedule an IEP team meeting to further discuss the requested IEE or assessment.

9. Pupil Count

A count shall be taken of the number of pupils enrolled in OCDE's Special Schools Program as of the first day of each calendar month, July 1, 2018 through June 1, 2019. A pupil shall be counted as "enrolled" in an OCDE Special Schools Program on the first day of attendance in the program or fourteen (14) days after the IEP team has met and an approved IEP has been executed for the pupil's educational placement in an OCDE Special Schools Program, whichever occurs sooner. Pupils continuing in an OCDE Special Schools Program from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or district of residence. If a continuing pupil has not attended school by the eleventh (11^{th}) day of the first school month, OCDE shall notify the district of residence and a determination shall be made regarding continuing enrollment. In the event either OCDE or District are informed that a pupil has been withdrawn by the parent from an OCDE Special Schools Program, each agency shall immediately notify the other of such withdrawal. Any pupil withdrawn by the parent from an OCDE Special Schools Program is no longer counted as "enrolled" or considered a continuing pupil for the following school year.

10. Definitions

a. "Special Education Fiscal Advisory Committee" shall be a committee comprised of the Orange County Special Education Local Plan Area Directors, Chief Business Officials representing each SELPA and OCDE representatives including the Chief of Special Education Services Division, Director of Special Schools and Programs, Business Administrator, and the Assistant Superintendent of Business Services, or designee.

b. "Regional Special Education Programs" are the special education classes and support services operated by OCDE for severely disabled and medically fragile pupils, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances and other eligible pupils.

c. "Regional Deaf/Hard of Hearing (D/HH) Program" shall include classes and services operated by OCDE for Deaf and Hard of Hearing pupils who are learning through total communication, utilizing sign language, note-takers, oral speech and residual hearing.

d. "Regional Oral Deaf Program" shall include classes and services operated by OCDE for Deaf and Hard of Hearing pupils who are learning through oral and written communication using oral speech, speech reading, residual hearing, auditory devices and cochlear implants.

e. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to regional programs operated by OCDE Special School Programs under this Agreement. For the purposes of this Agreement:

f. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of OCDE Special Schools Programs.

g. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program divided by the average number of pupils enrolled during the year.

h. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

11. Funding

In consideration of the enrollment of pupils in special education programs conducted by OCDE, the SELPA and/or the school district transferring pupils to the regional programs operated by OCDE agree to pay the average cost per pupil based on expenditure categories and ratios reviewed by the Special Education Fiscal Advisory Committee and shall provide for program funding as follows:

a. The District shall be responsible for the Average Cost per Pupil in an OCDE Special Schools Program, including the Regional Deaf/Hard of Hearing Program, multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds. The District shall be responsible for the Average Cost Per Pupil in the Regional Oral Deaf Program multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds.

b. Special Circumstance Assistant (SCA). The District, as specified in its SELPA's Local Plan, shall be responsible for the full cost of additional personnel required for the benefit of and specified in the IEP for individual pupils who are residents of the District.

c. The following documents shall be used as a basis for all figures reported:

(1) Various Program Cost Reports

(2) State Form 01

(3) In-House Accounting Reports

d. OCDE Special Schools Program income and expenditures shall be listed in accordance with The California School Accounting Manual Standardized Account Code Structure for Special Education as of April 19, 1999, with a summary page as shown in Appendix A, incorporated herein.

e. Indirect cost for Special Education Programs operated by OCDE shall be at the State approved rate not to exceed 7.5% of total Program expenditures.

f. OCDE shall bill the District on a monthly basis and forward invoices to the District's accounting department.

12. Related Services/Designated Instructional Services (DIS)/Supplementary Aids

OCDE provides the following related services as part of its Special Schools Programs: Speech-Language Pathology Services, Adapted Physical Education, Physical Therapy, Occupational Therapy, Health and Nursing, Specialized Physical Health Care, Vocational Counseling, Adult Transition, Assistive Technology/Alternative Augmentative Communication, Vision Training, Orientation and Mobility, Behavior Management/Intervention and

Psychological Counseling. In addition to the above, as part of its Regional D/HH Program and Regional Oral Deaf Program, OCDE provides Audiological services and Sign Language Interpreters. Any other related services or supplementary aids necessary for the pupil to benefit from the special education program, including but not limited to ERMHS, and low incident services and equipment, shall be provided by the District or as otherwise agreed to by OCDE and the District. Translator services at IEP team meetings and/or translation of documents shall be provided by the District or as otherwise agreed to by OCDE and the District. In addition, OCDE shall separately bill the District for the services provided by an SCA as required by the pupil's IEP.

13. Home Instruction

When a pupil is absent from school for more than ten (10) consecutive school days as a result of a medical condition and is expected to have an extended health related absence, the pupil's IEP team shall review the IEP and determine appropriate educational services. A District representative who is authorized by the District's Director of Special Education to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall participate in the IEP team meeting when considering a placement for home or hospital instruction. When recommending placement for home or hospital instruction, the IEP team shall consider documentation from the pupil's treating physician indicating the pupil's condition, verifying that the condition prevents the pupil from attending school and providing a projected date for the pupil's return to school. Any in–home instruction, including other related services, shall be provided by the District or as otherwise agreed to by OCDE and the District. In the event the pupil is hospitalized in a facility located outside of the District, it is the District's

responsibility to inform the parent that instruction will be provided in accordance with Education Code section 48207 and 48208. In either circumstance, it may be necessary to exit the pupil from OCDE in order for the District to provide the necessary in-home instruction or for the pupil to receive hospital instruction. In the event OCDE and the District agree that OCDE will provide in-home or hospital instruction to the pupil, OCDE shall separately bill the District for such services.

14. Transportation

a. Transportation by the Orange County Department of Education

The District shall provide transportation for its pupils participating in an OCDE Special Schools Program unless otherwise agreed between the District and OCDE. In the event OCDE agrees to transport a pupil, the District shall be responsible for the difference between the Direct and Direct Support Cost of home-to-school transportation as shown on the annual State Transportation Report plus one percent (1%) indirect support costs and the State transportation allocation received by the OCDE on a per pupil basis pursuant to Appendix B, incorporated herein. The District shall pay for the full cost of one-on-one transportation assistants as specified in the pupil's IEP. In the event OCDE is transporting five or more District pupils from one Special Schools Program site, the District shall provide OCDE written notice on or before December 1 of each year of any proposed changes in the number of students requiring OCDE transportation for the following school year. Absent appropriate notice from the District of any proposed change in transportation for the following school year, the District may be solely responsible for funding the costs related to such change in transportation. Similarly, OCDE shall

provide the District written notice on or before December 1 of each year of any proposed changes in OCDE's transportation services, not including cost projections, for the following school year.

b. Transportation by District

Districts transporting pupils to an OCDE Special Schools Program shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the District for additional costs incurred by OCDE related to such delays.

15. Due Process and Complaints

OCDE and District agree to collaborate and fully cooperate in any due process proceeding involving a pupil currently attending or formerly enrolled in an OCDE Special Schools Program, including resolution sessions, mediations and hearings, as well as coordinating witness availability and producing documents regarding the pupil.

In the event OCDE is named as the sole LEA in a due process complaint, OCDE and District agree that District, as the pupil's school district of residence, is a necessary party to the due process proceedings.

OCDE and District shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other State and/or federal governmental body or agency.

16. Estimated Billing

The estimated billing for 2018-2019 will be based on actual information for 2017-2018 plus COLA as set forth in the most current State Budget plus any budgeting projections for step and column, and salary and benefit increases.

17. Final Accounting

An accounting accompanied by completed Appendices A and B with appropriate supporting documentation shall be sent to each District by September 15 of the following year. In addition, OCDE shall provide a quarterly expenditure report to the District's Director of Special Education. Corrections to prior year OCDE Special Schools Program costs resulting from adjustments to income or expenditure calculations shall be credited or billed to the District affected by the correction or adjustments.

18. Projected Enrollment/Facilities and Staffing Needs

In order to assist OCDE in planning for both facilities and staffing needs for its programs, each District shall submit to OCDE, in writing, on or before December 1 of each year, the projected number of pupils expected to be transferred to OCDE programs for special education and support services in the following school year. Absent a projection, the number of District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities, staffing and budget planning by OCDE for the following school year. In the event the District intends to withdraw five (5) or more pupils from a specific OCDE Special Schools Program site or enroll five (5) or more pupils in a specific OCDE Special Schools Program site for the following school year, the District shall notify OCDE in writing of such intention on or before

December 1 of each year. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration. Absent appropriate notice from the District of any proposed change in enrollment in an OCDE Special Schools Program site for the following school year, the District may be solely responsible for funding the costs related to such change in enrollment.

If the District is a Host District for any OCDE Special Schools Program, the District shall submit to OCDE, in writing, on or before December 1 of each year, notice of any proposed facilities projects, including but not limited to modernization or new construction projects at the school site where the OCDE Special Schools Program is located, as well as any potential impact such projects may have on the operation of an OCDE Special Schools Program, including opportunities for integration with typical peers at the Host District school site. In the event any such project would require relocation of an OCDE Special Schools Program, the District shall provide OCDE with at least one (1) year prior written notice to allow OCDE sufficient time to plan accordingly. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration.

In the event OCDE intends to close an OCDE Special Schools Program in which District pupils are enrolled, OCDE shall notify the District in writing of such intention on or before December 1 of each year.

19. Program Cost for 2018-2019

On or before fifteen (15) days after the release of the May revise each year, the Orange County Superintendent of Schools shall compute the projected Special Education Program Income and Special Education Program Expenditures for the following year with an Average

Cost per Pupil for pupils enrolled in OCDE Special Schools Programs based on the Projected Enrollment data, and provide it to District Student Services and Business Directors.

20. Notices

All notices to be given pursuant to this Agreement, by either party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other similar overnight delivery service. Notice is deemed to have be duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the Unities States Mail; or (c) the immediately succeeding business day after deposit with an overnight delivery service. Notices hereunder shall be provided to the following addresses, and such addresses may be changed by providing written notice in accordance with this Section:

OCDE:

Orange County Department of Education
Special Education Division
200 Kalmus Drive
Costa Mesa, CA 92626
Attn: **Dennis Roberson**
Chief, Special Education Services
Fax: (714) 545-6312
Phone: (714) 966-4129

District:

Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708
Attn: Cara Robinson, Director
Student Support Services
Fax: (714) 843-3230
Phone: (714) 843-3281

21. No Waiver

The failure of OCDE in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

22. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the District, OCDE agrees to hold harmless, indemnify and defend the District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with OCDE's performance of services during the term of this Agreement. To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of OCDE, the District agrees to hold harmless, indemnify and defend OCDE and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the District's performance of services during the term of this Agreement.

23. Complete Agreement

This Agreement is the complete Agreement of the Parties. Any amendments hereto shall be in writing and shall be dated and executed by both Parties.

24. Applicable Law

This Agreement is governed by California state and federal law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

25. Counterparts

This Agreement may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile signatures shall be deemed as binding as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

APPROVED BY:

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
OCDE – [NAME]

BY: _____
(Authorized Agent)

DATE: _____

_____
DISTRICT – [NAME]

BY: _____
(Authorized Agent)

DATE: _____

DATE APPROVED BY COUNTY SUPERINTENDENT OR DISTRICT BOARD:

_____

cc: SELPA

APPROVED AS TO FORM:
DATE: 5/14/18
LYSA M. SALTZMAN, COUNSEL
ORANGE COUNTY DEPARTMENT OF EDUCATION
BY _____ ATTORNEY

Orange County Department of Education
Special Schools Program

Exhibit A

2018-19 Adopted Budget 2017-18 proj average enrollment 410 2017-18 average year-to-date 391.7 2018-19 proj average enrollment 400	Object Code	2016-17 Actuals	2017-18 Adopted Budget	2017-18 Estimated Actuals	2018-19 Adopted Budget
Restricted Fund Balance Low Incidence	9791	184,973	169,473	184,878	170,378
Reserve for Economic Uncertainty	9791	946,973	904,802	901,036	904,689
Total Beginning Balance	**9791**	**1,131,946**	**1,074,275**	**1,085,913**	**1,075,067**
Revenue					
Prin Apport State Aid-Prior Year	8019				
AB602 Allocation	8097	1,595,410	1,587,528	1,582,460	1,582,126
AB602 Allocation		**1,595,410**	**1,587,528**	**1,582,460**	**1,582,126**
Prior Year Apportionment	8319	(2,554)			-
Other State Revenue		***(2,554)***	-	-	-
Interagency Fees Bill Back to Districts	8677	19,466,213	21,100,333	19,820,071	21,717,904
Interagency Fees Special Circumstance Aids	8677	4,758,022	4,807,245	4,740,924	5,231,816
Interagency Fees - Contracts	8677	137,729	100,000	100,000	100,000
Registration & Misc. Fee	8689	5,550	5,550	3,850	-
Other Local Revenue/EE contract	8699	7,160	9,091	7,644	-
Other Revenue/Tuition	8710	3,435,589	3,506,789	3,499,895	3,748,839
Tuition - Prior Year	8711	(63,056)		-	-
Other Local Revenue		**27,747,208**	**29,529,008**	**28,172,384**	**30,798,559**
Contribution from Unrestricted	8980		318,333		-
Contribution for Indirect	8981	500,021	*535,830*	505,365	542,134
Contribution frm Special Ed/absence factor	8986	441,951	441,951	441,951	441,951
Contribution from Restricted	8990	77,352	117,227	39,449	23,718
Contribution to Restricted Routine Maint.	8991	(208,837)	(369,775)	(419,318)	(419,318)
Contribution to Food Services	8992	(162,054)	(184,041)	(174,799)	(190,169)
Contribution to Special Ed	8993				
Total Contributions		**648,433**	**859,525**	**392,648**	**398,316**
Total Revenue		***31,120,442***	***33,050,336***	***31,233,406***	***33,854,068***

Orange County Department of Education
Special Schools Program

Exhibit A

Expenditures					
Teachers Salaries	1100	5,930,746	5,722,087	5,415,705	5,624,786
Pupil Support Salaries	1200	1,361,995	1,126,975	1,150,057	1,146,745
Supervisor/Administrators	1300	936,448	1,170,367	1,114,706	1,219,843
Other Certificated	1900	1,252,058	1,312,485	1,310,911	1,305,620
Total Certificated		**9,481,246**	**9,331,914**	**8,991,379**	**9,296,994**
Instructional Assistants	2100	7,310,610	7,517,760	7,486,869	7,817,713
Classified Support Salaries	2200	703,861	721,248	722,481	729,144
Supervisors/Managers	2300	532,161	524,679	544,753	534,130
Clerical/Technical	2400	722,017	741,170	797,152	791,165
Short term Sub	2900	22,759	25,150	2,688	2,494
Total Classified		**9,291,408**	**9,530,007**	**9,553,943**	**9,874,646**
STRS/PERS	3100-3200	2,371,965	2,632,592	2,585,614	2,986,198
Medicare and PARS	3300	268,038	277,962	281,504	282,197
Health and Welfare	3400	4,492,258	4,634,799	4,416,714	4,868,955
Unemployment	3500	9,341	9,440	9,561	9,645
Worker's Comp	3600	253,677	318,134	324,457	327,526
PERS Reduction	3800		-	-	
Life Insurance/Other	3900	35,057	30,862	37,904	38,455
Total Benefits		**7,430,337**	**7,903,789**	**7,655,754**	**8,512,976**
Textbooks	4100		200	-	1,500
Other Books	4200	91	580	580	580
Materials and Supplies	4300	140,284	1,136,879	276,283	1,081,473
NonCapitalized Equipment	4400	33,315	40,152	42,637	50,898
Total Books and Supplies		**173,690**	**1,177,811**	**319,500**	**1,134,451**
Travel and Conference	5200	123,006	121,534	118,243	119,549
Dues and Membership	5300	124	1,080	1,080	1,080
Utilities	5500	162,660	201,570	207,711	219,811
Rents/Leases/Repairs	5640	365,767	378,112	303,002	303,002
Repairs/Maintenance	5600	38,208	70,811	63,519	61,840
Transfer of Direct Costs	5700	43,391	44,707	44,655	43,805
Professional/Consulting Services	5800	281,748	360,307	244,540	318,799
Communications	5900	82,431	89,252	83,964	84,753
Total		**1,097,336**	**1,267,373**	**1,066,714**	**1,152,639**
Improvement on Sites	6100				
Buildings	6200		-		
Capitalized Equipment	6400/6500		-		
Total			-		
Support Costs	7340	2,060,490	2,189,546	*2,065,624*	*2,203,820*
Support Contributions	7341	500,021	535,830	*505,365*	*542,134*
Total Support		**2,560,511**	**2,725,376**	**2,570,989**	**2,745,954**
Total Expenditures		***30,034,528***	***31,936,270***	***30,158,279***	***32,717,660***
Restricted Fund Balance Low Incidence	9780/9740	184,878	155,978	*170,378*	*154,878*
Reserve for Economic Uncertainty	9780/9740	901,036	958,088	*904,748*	*981,530*
Ending Fund Balance		**1,085,914**	**1,114,067**	**1,075,126**	**1,136,408**
Total Bill Back		19,466,213	21,100,333	19,820,071	21,717,904
Average Enrollment		403.97	**410**	391.7	400
Estimated Bill Back per Pupil		**48,187**	**51,464**		**54,295**

	2018-2019
1. Average number of pupils transported	246
2. Maximum number of billable days	202
3. Classified Salaries	$ 109,348
4. Employee Benefits	$ 37,501
5. Supplies	$ 50
6. Travel/Conferences/Dues/Memberships	$ -
7. Other Expenses	$ 50
8. Contracts with Private Contractors (5100)	$ 4,595,000
9. Payments to Private Carriers (5830)	$ 25,000
10. Other Services/Operating Expenses	$ -
11. Equipment/Replacement	$ -
12. Therapy Transportation	$ -
Subtotal Direct Costs	$ 4,595,000
13. Direct Support costs	$ 171,949
14. Total Direct/Direct Support Costs	3.74%
15. Indirect Support Costs @ 1%	$ 1,719
16. Total Transportation Cost Allocation	$ 4,768,668
17. State Transportation Entitlement Projected Reduction	$ 1,626,235
18. Beginning Fund Balance	$ -
Total	$ 1,626,235
19. Excess Transportation Cost	$ 3,142,433
19a. *Per Pupil Excess Cost Line19/Line1	**$ 12,774**
19b. *Per Day Excess Cost Line19a/Line2	**63.24**

*Per pupil cost is an estimate. Actual cost is determined by average daily rate x # of days
Note: If additional funding for transportation is received, the cost will be reduced.

Board meeting of July 12, 2018

Fountain Valley School District
Support Services
2017-2018-J

M E M O R A N D U M

TO: Board of Trustees
FROM: Cara Robinson, Director, Support Services
SUBJECT: Board Item – Special Education Settlement Agreement 2018-J
DATE: July 9, 2018

Background:
According to the Special Education Settlement Agreement signed on June 4, 2018, between Parents and the Fountain Valley School District, it was agreed to reimburse parents in an amount not to exceed Nine Thousand Dollars ($9,000.00). The Parties acknowledge that the Agreement shall cover costs of educational services privately provided and incurred by Parents during the 2017-2018 school year and through December 31, 2018. Any and all proof of payment documentation for the Compensatory Educational Services shall be provided to the District on or before December 31, 2018 or is otherwise forfeited. In addition, the District agrees to pay an amount not to exceed Nine Thousand Dollars ($9,000.00) as full and final settlement of all outstanding claims for any and all claims for attorneys' fees, legal costs and/or expert fees. This amount, ($9,000.000), shall be paid to "Law Office of Maureen Graves". Term of settlement is June 4, 2018 through December 31, 2018.

In addition, the District agrees to provide three hours of one-to-one instruction per day, for 20 days during Extended School Year (ESY) 2018. The instruction cannot be made up or carried over after ESY 2018.

Fiscal Impact:
Not to exceed $18,000.00 in addition to the costs for one-to-one instruction.

Recommendation:
It is recommended that the Board of Trustees approves this settlement agreement 2018-J.

Board meeting of July 12, 2018

Fountain Valley School District
Support Services
2017-2018-K

M E M O R A N D U M

TO: Board of Trustees
FROM: Cara Robinson, Director, Support Services
SUBJECT: Board Item – Special Education Settlement Agreement 2018-K
DATE: July 9, 2018

Background:
According to the Special Education Settlement Agreement signed on June 25, 2018, between Parents and the Fountain Valley School District, it was agreed to reimburse parents in an amount not to exceed Thirty Five Thousand Dollars ($35,000.00). The Parties acknowledge that the Agreement shall cover costs of educational services funded by Parents during the 2018-2019 school.

The District agrees to pay an amount not to exceed Eleven Thousand Five Hundred Dollars ($11,500.00) for attorney fees incurred. This amount shall be paid to "Law Offices of Leejanice Toback." In addition, the District agrees to pay Two Thousand Dollars ($2,000.00) to "Law Offices of LeeJanice Toback Client Trust Account." Term of settlement is June 25, 2018 through June 30, 2019.

Fiscal Impact:
Not to exceed $48,500.00.

Recommendation:
It is recommended that the Board of Trustees approves this settlement agreement 2018-K.

Board meeting of July 12, 2018

Fountain Valley School District
Educational Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services
SUBJECT: **APPROVAL OF SINGLE YEAR WITH ANNUAL RENEWAL CONTRACT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND MIND RESEARCH INSTITUTE TO PROVIDE ST MATH TO THE DISTRICT'S EIGHT SCHOOLS**
DATE: July 9, 2018

Background:
Currently, ST Math is active at eight school sites within the District. Initial funding and set up for the first seven sites was covered by a series of grants received from Hyundai over a number of years. The final site, Tamura, was mainly funded using supplemental monies as outlined in the 2014-2015 LCAP. Ongoing license fees vary by site and are based on the number of student users. Prior to 2014-2015, license fees were paid for by the school sites using either Title 1 funds or donations. Beginning in 2014-2015, approximately $10,000 of supplemental funding was used to pay one-half of the annual renewal fees at five sites.

All schools will continue to have a July 1st annual service/renewal date, with the District paying one-half of the fees at the elementary sites and the elementary school sites paying the other half, using either site Title 1 instructional or donation funds. Masuda Middle School will continue to pay their license fee in full.

Fiscal Impact:
The District will continue to cover one-half of the cost of the licensing fees for the seven elementary schools, with funds allocated in the District's Local Control Accountability Plan to support student success.

Recommendation:
It is recommended that the Board of Trustees approves the contract between Fountain Valley School District and MIND Research Institute to continue to provide ST Math to the District's eight schools.

Quote

111 Academy Drive, Suite 100
Irvine, CA 92617
949-345-8700
866-569-7014
www.mindresearch.org

Date	6/15/2018
Quote #	1430136
Expires	8/1/2018
Renewal Rep	Arya Kumar
E-mail	akumar@mindresearch.org
Phone	949-345-8709

Bill To
ACCOUNTS PAYABLE
FOUNTAIN VALLEY SCHOOL DIST
10055 SLATER AVE
FOUNTAIN VLY CA 92708

Ship To
ACCOUNTS PAYABLE
FOUNTAIN VALLEY SCHOOL DIST
10055 SLATER AVE
FOUNTAIN VLY CA 92708

Qty	Item		Rate	Amount
	Description	**7/1/2018 - 6/30/2019**		
	ST Math 2018-2019 Renewal for Fountain Valley ST Math Annual Service/Renewal Fee Includes: • Renewal of ST Math Gen5 Software License • Ongoing Minor Software Updates • Self-Guided Online Courses (Asynchronous via Web Browser) • Just-in-Time Live Webinars (Instructor-Lead via WebEx) • Technical Support during Standard Business Hours via Email, Chat or Phone • Weekly School Progress Reports Delivered via Email			
4	**Annual Service/Renewal Fee - $4,000**	**7/1/2018 - 6/30/2019**	$4,000.00	$16,000.00
	ST Math Annual Service/Renewal For: • ISOJIRO OKA ELEMENTARY SCHOOL • ROBERT GISLER ELEM SCHOOL • URBAIN PLAVAN ELEM SCHOOL • WILLIAM T NEWLAND ELEM SCHOOL			
3	**Annual Service/Renewal Fee - $5,000**	**7/1/2018 - 6/30/2019**	$5,000.00	$15,000.00
	ST Math Annual Service/Renewal For: • HISAMATSU TAMURA ELEM SCHOOL • ROCH COURREGES ELEM SCHOOL • JAMES H COX ELEMENTARY SCHOOL			
1	**Annual Service/Renewal - Fluency Site License Renewal - Unlimited Fluency at ST Math School**	**7/1/2018 - 6/30/2019**	$200.00	$200.00
	Renewal - Unlimited Fluency for JAMES H COX ELEM			
415	**ANNUAL SERVICE/RENEWAL FLUENCY ANNUAL SUBSCRIPTION**	**7/1/2018 - 6/30/2019**	$2.25	$933.75
	Renewal - Fluency Single Student Annual Subscription License for: URBAIN PLAVAN ELEM SCHOOL			

Please submit purchase orders:
By email: purchaseorders@mindresearch.org
By Fax: 1-866-569-7014
You can view our technical requirements here.
Thank you for being an ST Math partner!

Thank you for being an ST Math partner! By submitting payment for quoted services, you agree to MIND Research Institute's Terms of Use as described at http://www.mindresearch.org/misc/terms/.

MIND Research complies with applicable state and federal laws and regulations and uses commercially-available measures to protect and maintain the security of any collected data. Our Privacy Policy can be found at http://www.mindresearch.org/misc/privacy/.

Quote

111 Academy Drive, Suite 100
Irvine, CA 92617
949-345-8700
866-569-7014
www.mindresearch.org

Date	6/15/2018
Quote #	1430136
Expires	8/1/2018
Renewal Rep	Arya Kumar
E-mail	akumar@mindresearch.org
Phone	949-345-8709

Qty	Item		Rate	Amount
60	**LRC001 Renewal ST Math Single Student Subscription License** ST Math Annual Service/Renewal Fee for: • MASUDA MIDDLE (60 Subscription Licenses)	**7/1/2018 - 6/30/2019**	$26.00	$1,560.00

Subtotal	$33,693.75
Tax Total (%)	$0.00
Total	$33,693.75

Please submit purchase orders:
By email: purchaseorders@mindresearch.org
By Fax: 1-866-569-7014
You can view our technical requirements here.
Thank you for being an ST Math partner!

Thank you for being an ST Math partner! By submitting payment for quoted services, you agree to MIND Research Institute's Terms of Use as described at http://www.mindresearch.org/misc/terms/.

MIND Research complies with applicable state and federal laws and regulations and uses commercially-available measures to protect and maintain the security of any collected data. Our Privacy Policy can be found at http://www.mindresearch.org/misc/privacy/.

Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **Approval of Resolution 2019-05 Education Protection Account (EPA) Funding and Spending Determinations for the 2018-19 Fiscal Year**
DATE: June 29, 2018

Background:

In November of 2012 Proposition 30, The Schools and Local Public Safety Protection Act of 2012 was approved by the voters. Tax revenues from Proposition 30 are being deposited at the state level into the Education Protection Account (EPA). Funds from this account are then dispersed to school districts as well as other agencies.

Pursuant to Article XIII, Section 36 of the California Constitution, school districts, county offices of education and community college districts are required to determine how the moneys received from the Education Protection Account are spent in the school or schools within its jurisdiction, provided that the governing board makes the spending determinations in an open session of a public meeting. The language in the constitutional amendment requires that funds shall not be used for the salaries and benefits of administrators or any other administrative costs.

Recommendation:

It is recommended that the Board of Trustees adopts Resolution 2019-05 approving the expenditure of Education Protection Account funds to be received quarterly during the 2018-19 fiscal year.

FOUNTAIN VALLEY SCHOOL DISTRICT

RESOLUTION OF THE BOARD OF TRUSTEES OF THE FOUNTAIN VALLEY SCHOOL DISTRICT

RESOLUTION 2019-05
EDUCATION PROTECTION ACCOUNT

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education

Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of the Fountain Valley School District;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Fountain Valley School District has determined to spend the monies received from the Education Protection Act as attached.

DATED: July 12, 2018.

_____
Jim Cunneen, President

_____
Ian Collins, President Pro-Tem

_____
Jeannie Galindo, Clerk

_____
Sandra Crandall, Member

_____
Lisa Schultz, Member

2018-19 Education Protection Account
Program by Resource Report
Expenditures by Function - Detail

Expenditures through: June 30, 2019
For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
LCFF Sources	8010-8099	1,241,706.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		1,241,706.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)		
Instruction	1000-1999	1,241,706.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		1,241,706.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **Authorization to use Corona-Norco Unified School District Custodial Supplies Bid #16/17-002**
DATE: July 2, 2018

Background:

School district governing boards have the authority to "piggyback" on another public agency's bid per Public Contract Code Section 20118 and 20652 when it is determined to be in the best interest of the district. The Corona-Norco Unified School District went out to bid for custodial products on August 4, 2016 and awarded the bid to S&G Diversified Products, P&R Paper Supply Company, Waxie Sanitary Supply, Maintex, Inc., Southwest School & Office Supply, Gorm, Inc., Wipe-All Maintenance, Inc. dba, Corona Vacuums & Janitorial Supply, and American Chemical & Sanitary Supply, Inc.

Fiscal Impact:

The use of the Corona-Norco Unified School District #16/17-002 Custodial Bid (piggyback) allows the District to purchase custodial products at a much more competitive price than if the District were to go out to bid on its own.

Recommendation:

It is recommended that the Board of Trustees authorizes the Superintendent or his designee, to approve the use of the Corona-Norco Unified School District #16/17-002 Custodial Bid ("piggyback") contract.

Corona-Norco Unified School District
2820 Clark Ave.
Norco, CA 92860

Custodial Supplies
Bid # 16/17-002

August 4, 2016

Custodial Supplies
Bid # 16/17-002

Table of Contents

Notice Inviting Bids 3

Schedule of Important Dates..... 4

Instructions to Bidders 5

List of Required Submittals..... 12

Bid Form.....13

Noncollusion Declaration 16

Information Required of Bidder ... .17

Agreement..... 21

Workers' Compensation Certification..... 25

Drug Free Workplace Certification..... 27

Criminal Records Check Certification.....29

Bid Form Attachment A.....30

NOTICE INVITING BIDS

Custodial Supplies
Bid # 16/17-002

NOTICE IS HEREBY GIVEN that the **Corona-Norco Unified School District** (hereinafter called DISTRICT) 2820 Clark Avenue, Norco, County of Riverside, State of California, 92860 acting by and through its Governing Board, will receive sealed bids for the award of contract(s) for Custodial Supplies.

Bid Deadline: 9:00 o'clock a.m. of the 18th day of August 2016.

Bid Opening: 9:00 o'clock a.m. of the 18th day of August 2016.

Place of Bid Receipt and Opening: Corona-Norco Unified School District-2820 Clark Avenue, Norco, California 92860

Bid Identification Name: Bid # 16/17-002 Custodial Supplies

All bids shall be made on form(s) furnished by the DISTRICT. Bids must be received in the Purchasing office and shall be opened and publicly read aloud at 9:00 a.m. on August 18, 2016. Bids must conform with and be responsive to the bid documents, copies of which are on file and may be obtained from the office of the Purchasing Director or accessible on our website at http://www.cnusd.k12.ca.us/page/134.

Bids will remain open and valid for three (3) years. DISTRICT reserves the right to reject any and all bids or to waive irregularities in any bid.

Jordana Moreno
Director, Purchasing
Publish: August 4, 2016 and August 11, 2016

SCHEDULE OF IMPORTANT DATES
Custodial Supplies
Bid # 16/17-002

Dates of Advertisement	August 4, 2016 & August 11, 2016
Bid Deadline	August 18, 2016 @ 9:00 a.m.
Bid Opening	August 18, 2016 @ 9:00 a.m.
Contract award	September 8, 2016

INSTRUCTIONS TO BIDDER
Custodial Supplies
Bid # 16/17-002

1. Preparation of the Bid Form

The District invites bids on the Bid Form attached to be submitted at the time and place stated in the Notice Inviting Bids. Bids shall be submitted on the prescribed Bid Form, including any bid form attachments, completed in full. All bid items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons signing the bid shall be in longhand. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the bidder.

2. Form and Delivery of Bids

The bid shall be made on the Bidding Schedule provided, and the complete bid, together with any and all additional materials as required by the bid documents, shall be enclosed in a sealed envelope, addressed and delivered or mailed to the Purchasing Department of the District, mailing address: 2820 Clark Avenue, Norco, California 92860, and must be received on or before the time set forth in the Notice Inviting Bids for the bid deadline. The envelope shall be plainly marked in the upper left hand corner with the bidder's name, the bid identification name and the date and time for the opening of bids. It is the bidder's sole responsibility to ensure that its bid is received prior to the scheduled closing time for receipt of bids. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time set forth in the Notice Inviting Bids for the bid opening, the sealed bids will be opened and read aloud at the District's office.

3. Signature

Bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign on behalf of the bidder, and must be in permanent blue ink.

4. Modifications

Changes in or additions to the Bid Form, recap of the work bid upon, alternative proposals, or any other modification of the Bid Form which is not specifically called for in the bid documents may result in the District's rejection of the bid as not being responsive to the invitation to bid.

5. Erasures, Inconsistent Bids

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the case of an error in an extension, the unit price upon which the extension is based shall take precedence. In the event the District determines that any bid is unintelligible, inconsistent or ambiguous, the District may reject such bid as not being responsive to the invitation to bid.

6. Withdrawal of Bids

Any bid may be withdrawn, either personally, by written request, or by telegraphic request, at any time prior to the scheduled closing time for receipt of bids. All requests for bid withdrawal must be accompanied with a power-of-attorney or other proof acceptable to the District which authorizes the individual requesting the bid withdrawal to so act on behalf of the bidder.

7. Agreement

Proposed Agreement which the successful bidder will be required to execute is included in the bid documents and should be carefully examined by the bidder.

8. Interpretation of Plans and Documents

If any person contemplating submitting a bid for the proposed project is in doubt as to the true meaning of any part of the drawing, specifications or other bid documents, or finds discrepancies in, or omissions from the drawings, specification or documents, they may submit to the District a written request for an interpretation or correction thereof. Requests for clarification or explanation of the bid must be submitted to District's Purchasing Department no later than the seventh calendar day preceding the date set for submission of bids. The person submitting the request will be responsible for its delivery. Any interpretation or correction will be made only by addendum duly issued. Addendums will be made available in the same manner as original bid documents; copies of which may be obtained from the office of the Purchasing Director or accessible at http://www.cnusd.k12.ca.us/page/134. Bidders are responsible to check the website for addendums periodically and always before submitting a bid, as addendums are not sent out to individual bidders.

9. Bidders Interested in More Than One Bid

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby

disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal.

10. Award of Contract

District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by the District, will be to the lowest responsible bidder therefor from among those bidders responsive to the call for bids. If two identical low bids are received from responsible bidders, the District will determine which bid will be accepted pursuant to Public Contract Code 20117. District realizes that conditions other than price are important and may award based on individual items bid, or any combination of individual items, or upon a cumulative total of all items bid; whichever method is determined to be in its best interests and can be awarded on an all or nothing basis; may reject any or all bids, any part of a bid, or may waive any informality in a bid.

11. Alternates

If alternate bids are called for, the contract may be awarded at the election of the Governing Board to the lowest responsible bidder on the base bid, or on the base bid and any alternate or combination of alternates.

12. Competency of Bidders

In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the Work covered by the bid. By submitting a bid, each bidder agrees that the District, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the Work. To this end, each bid shall be supported by a statement of the bidder's experience as of the recent date on the form entitled "INFORMATION REQUIRED OF BIDDER," bound herein.

13. Forfeiture for Failure to Execute Contract

In the event the bidder to whom an award is made fails or refuses to execute the contract within five (5) calendar days from the date receiving notification that he is the bidder to whom the contract is awarded, District may award the work and/or materials to the next lowest bidder, or may call for new bids.

14. Sales/Use Tax

The Bidder shall not include California sales/use tax in its Bid Proposal unless the Bid Form calls for "Total Job Costs," in which case the bid shall include all applicable sales and use taxes, permits, and licenses.

15. Delivery Charges
Bids are sought which are priced F.O.B. destination unless the bid documents invite quotations for delivery and freight to be set apart or as separate cost items.

16. Delivery
Deliveries shall be made to the Corona-Norco Unified School District's Warehouse located at 300 South Buena Vista Avenue, Corona, CA 92882.

17. Prices

a. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school District or any other state, county, municipal or local governmental agency in Riverside County for products listed herein.

b. No additional charge for delivery, labor, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, installation, or for any other purposes shall be billed to the District by the Contractor. All costs shall be included in the proposal.

18. Price Escalation
In the event that the bidder's supplier or manufacturer increases the price of the item(s) to be supplied hereunder during the term of the contract, only such increases may be passed on to District. At the time of request, bidder must furnish written substantiation of increase by its supplier/manufacturer to District's Purchasing Director. Said substantiation shall be in the form of invoices, receipts and/or other appropriate documentation showing costs in effect at the time of the bid proposal versus cost in effect at the time of the request for price escalation. Any price increase must be substantiated to the satisfaction of District and shall only be effective upon acceptance by District in writing. In no event, however, shall the total increase in price for any goods under the contract exceed 5% during the initial term of the contract. No increase in overhead and/or profit to bidder will be allowed.

"Overhead," for the purposes of the contract, shall be defined as the cost to bidder of doing business including, but not limited to, rent, utilities, mortgage, payments, taxes, transportation, labor, etc.

19. District Requirements
The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The

articles, supplies or services listed in the bid and required during the contract period shall be ordered and purchased from the successful bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.

20. Substitutions for Specified Items

Whenever in these specifications any equipment or material is indicated or specified by patent or proprietary name or by the name of a manufacturer, such specifications shall be deemed to be used for the purpose of facilitating description of the equipment or materials desired and shall be deemed to be followed by the words "or equal". Bidders may propose equipment or materials equal to those specified herein, but must furnish complete specifications of each item and, if requested to do so, a sample of the item proposed at no cost or obligation to the District for the purposes of testing and evaluation. The District will notify bidder whether the requested substitution has been approved as an "or equal" to the specified equipment or material. If not consumed or destroyed in such testing, the sample will be returned to the vendor after award of bid is made. If an alternate has been indicated but rejected by the District as not being an "or equal," bidder agrees that by submitting its bid, bidder shall provide the specified equipment or material. Unless an alternate make and model is indicated in the space provided, it is agreed all items proposed are as named in the specifications. Substitution of equipment after the award will not be permitted.

21. Non-Exclusivity

The District is not required to purchase any minimum quantity of any product and/or supply specified in this Agreement from vendor, and may, if deemed to be in the best interest of District, as determined in District's sole discretion, to purchase the same or similar product from another vendor.

22. Piggybacking

For this bid, bidders are being provided the option of determining whether the pricing for the bid will be extended to other school districts and community college districts located in California as authorized by Public Contract Code section 20118 (K-12) and section 20652 (13 &14) by checking, on the **Bid Form**, the appropriate box which follows:

_____YES _____NO

Failure to check the appropriate box on the Bid Form will be deemed bidder's election to extend their pricing to other California school districts and community college districts.

23. Anti-Discrimination
It is the policy of the District that in connection with all work performed, materials purchased or supplies provided under any contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code section 1410 and Labor Code section 1735. In addition, the vendor agrees to require like compliance by any sub-vendors employed on the work by him.

24. Addenda
Addenda or changes to the project specification may be issued by the District prior to bid opening and any addenda so issued must be included in the contractors' proposal cost. Addendums will be made available in the same manner as original bid documents; copies of which may be obtained from the office of the Purchasing Director or accessible at http://www.cnusd.k12.ca.us/page/134. Bidders are responsible to check the website for addendums periodically and always before submitting a bid, as addendums are not sent out to individual bidders.

25. Marking of Packages
Each package contained in each shipment shall be clearly marked with the District purchase order number. Failure to mark the packages may delay District acceptance and payment for the shipment.

26. Insurance
At its sole cost and expense, Bidder shall obtain and maintain for the entire term of the Agreement the following insurance with coverage limits not less than as specified: (1) Commercial General Liability, including $1,000,000 bodily injury and property damage liability, $2,000,000 general aggregate, $1,000,000 products and completed operations, $1,000,000 personal/advertising aggregate, $100,000 damages to rented premises, and $10,000 medical expenses; (2) Automobile Liability for owned and non-owned vehicles with $1,000,000 combined single limit, (3) Workers Compensation as required by law, (4) Employer's Liability, including $1,000,000 bodily injury each accident, $1,000,000 bodily injury by disease – policy limit, $1,000,000 bodily injury by disease – each employee; (5) Excess Liability / Umbrella of $1,000,000 each occurrence, $2,000,000 aggregate and (6) Professional Liability (per claims made) of $1,000,000 limit, $3,000,000 aggregate. Bidder shall name DISTRICT as additional insured on the Commercial General Liability policy and provide to

DISTRICT a certificate of insurance with additional insured endorsement prior to performing any Services.

27. Department of Industrial Relations (DIR) Registration
(IF APPLICABLE) If any portion of the work or services to be performed by Seller under this Purchase Order constitutes a "public work" as defined in California Labor Code section 1720(a), and payment will be made by Buyer in whole or in part out of public funds, prior to issuing this Purchase Order, Seller shall be required to be registered with the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1725.5 and such work or services constituting a public work shall be subject to compliance monitoring and enforcement by DIR.

28. Product Samples
Vendor is required to submit full case samples of the products marked with an asterisk (*) on the Bid Form Attachment A, **PRIOR** to bid opening. Additional samples may be required, if needed.

LIST OF REQUIRED SUBMITTALS
Custodial Supplies
Bid # 16/17-002

(NOTE: The following items must be returned with your bid. Failure to submit any of the required materials may be grounds for disqualification.)

1. Bid Form _____
2. Bid Form Attachment A _____
3. Noncollusion Declaration _____
4. Information Required of Bidders _____

BID FORM
Custodial Supplies
Bid # 16/17-002

TO: CORONA-NORCO UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called the "DISTRICT:"

1. Pursuant to your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having become familiarized with the terms of the complete contract, as defined in the Agreement, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, installation and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner all of the work required in connection with the following:

Bid No: 16/17-002, Custodial Supplies

all in strict conformity with the complete contract as defined in the Agreement, including addenda nos. _____, _____, _____, and _____, on file at the office of the DISTRICT'S Purchasing Director, located at 2820 Clark Avenue, Norco, California, for the sum of **see attached Bid Form Attachment A** Dollars ($_____).

2. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice Inviting Bids.

3. The required Noncollusion Declaration is hereto attached.

4. The required Information Required of Bidder is attached.

5. It is understood and agreed that if written notice of the acceptance of this bid is mailed, emailed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted within five (5) calendar days after receipt of notification of award, and that the work under the contract shall be commenced by the

undersigned bidder, if awarded the contract on the date to be stated in the District's Notice to Proceed delivered to the Bidder, and shall be completed by the Bidder in the time specified in the contract documents.

6. Communications conveying acceptance of bids, requests for additional information or other correspondence should be addressed to the undersigned at the address stated below.

_____

_____

7. The name of all persons interested in the foregoing proposal as principals are as follows:

_____

_____

_____

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last name in full.)

8. Pursuant to Section 4552 of the Government Code, in submitting a bid to the District, the bidder offers and agrees that if the bid is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under Cartwright Act (Chapter 2 {commencing with Section 16700} of Part 2 of Division 7 of Business and Profession Code), arising from purchase of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing tenders final payment to the bidder.

9. If the bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of _____ and that _____ whose title is authorized to act for and bind the corporation.

10. In the event the bidder to whom Notice of Intent to Award Contract is given fails or refuses to post the required Certificate of Insurance and return executed copies of the agreement form within five (5) calendar days from the date of receiving the Notice of Intent to Award Contract, the successful bidder shall be deemed to be in default and the District may award the contract to the next lowest bidder.

11. Piggybacking. For this bid, bidders are being provided the option of determining whether the pricing for the bid will be extended to other school districts and community college districts located in California as authorized by Public Contract Code section 20118 (K-12) and section 20652 (13 &14) by checking below, the appropriate box which follows:

_____**YES** _____**NO**

Failure to check the appropriate box on this Bid Form will be deemed bidder's election to extend their pricing to other California school districts and community college districts.

Signature Authorization and Nature of Bidders Firm.

The undersigned certifies that he/she is authorized to sign this proposal on behalf of the bidding firm or company.

Nature of Company _____

Name of Bidder _____

Signature of Bidder _____

NONCOLLUSION DECLARATION

to Be Executed by Bidder and Submitted with Bid

Custodial Supplies

Bid # 16/17-002

(Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of _____ , the party making the foregoing bid:

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to submit a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

_____

Signature of Officer

_____

Typed Name of Officer

_____

Office

INFORMATION REQUIRED OF BIDDER

General Information

Bidder shall furnish the following information. Failure to comply with this requirement will render the bid non-responsive and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to Bidder's firm and any of its officers, directors, shareholders, parties and principals.

1. Firm name and address:

_____

_____

2. Telephone: _____ Fax:_____

3. Type of firm: (Check one)

Individual ___ Partnership ___ Corporation ___ Joint Venture ___

4. If Bidder's organization is a corporation, answer the following:

   a. Date of Incorporation: _____

   b. State of Incorporation: _____

   c. President's Name: _____

   d. Vice-president's Name(s)_____

   _____

   e. Secretary's Name: _____

   f. Treasurer's Name: _____

5. If Bidder is an individual or a partnership, answer the following:

   a. Date of Organization: _____

   b. Name and Address of all partners (state whether general or limited partnership):

   _____

   _____

   _____

6. If Bidder's organization is other than a corporation or partnership, describe organization, name principals, and include titles, if any:

_____

_____

7. Number of years as a vendor of the products/services of this type: _

8. Have you been in litigation on a question relating to your performance on a contract during the past three years? _____ If "Yes," explain, and provide case name and number: _____

_____

_____

9. Have you ever failed to complete a project in the last three years? ____ If so, give name of owner and details:

_____

_____

10. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of DISTRICT?

_____

If so, please elaborate. _____

_____

_____

11. Has your firm ever been found to be "non-responsible" by an awarding agency? _____If so, please elaborate._____

_____

_____

_____

12. List Bank References:

_____

_____

_____

_____

INFORMATION REQUIRED OF BIDDER

List of References

List the names, addresses and telephone numbers of three successful references, preferably school District clients whose jobs you have worked on in the past three years:

1. Name of Agency: _____

   Agency Address: _____
   _____

   Contact Person and Telephone: _____

   Type of Equipment/Supplies or other Services Provided: _____
   _____

   Contract Amount: _____

2. Name of Agency: _____

   Agency Address: _____
   _____

   Contact Person and Telephone: _____

   Type of Equipment/Supplies or other Services Provided: _____
   _____

   Contract Amount: _____

3. Name of Agency: _____

   Agency Address: _____
   _____

   Contact Person and Telephone: _____

   Type of Equipment/Supplies or Services Provided: _____
   _____

   Contract Amount: _____

INFORMATION REQUIRED OF BIDDER

Verification and Execution

This document shall be executed only by a duly authorized official of Bidder.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20____, at _____, County of _____ State of _____.

_____
Signature

_____
Name

_____
Title

AGREEMENT

THIS AGREEMENT ("Agreement"), is made and entered into by and between the Corona-Norco Unified School District ("DISTRICT") and _____ ("VENDOR") as of _____, 201___ (the "Effective Date" (as defined in Paragraph 3.).

WITNESSETH:

1. **Contract.** The complete contract includes all of the contract documents, including the Notice Inviting Bids, Instructions To Bidders, Bid Form, Information Required of Bidder, Certificate Regarding Workers' Compensation, Noncollusion Declaration, Drug-Free Workplace Certification, Criminal Records Check Certification, if required, Certificate of Insurance, this Agreement and all modifications and amendments thereto, all of which by this reference are incorporated herein ("Contract Documents"). The Contract Documents are complementary, and what is called for by any one shall be binding as if called for by all.

2. **Services.**

a. VENDOR agrees to render the following services in a good workmanlike manner (collectively the "Services") on the dates and times herein stated in accordance with the terms of this Agreement and consistent with DISTRICT's policies and regulations:

_____

_____

_____

b. VENDOR shall provide and furnish all labor, materials, tools, and instrumentalities required to perform the Services under this Agreement.

c. All of said work to be performed and equipment and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with all provisions of the Contract Documents, and particularly in accordance with the specifications listed in the Instructions to Bidders. VENDOR shall be liable to DISTRICT for any damages arising as a result of a failure to fully comply with this obligation.

3. **Term**. The term of this Agreement shall commence on _____, 201___ (the "Effective Date"), and shall continue thereafter until the earlier of _____, 201__ or the date VENDOR has performed all Services required by this Agreement. If the work or delivery of equipment or supplies is not timely completed as required by this paragraph, VENDOR shall be deemed to be in

SAMPLE

default and DISTRICT may avail itself of any and all legal or equitable remedies. DISTRICT and VENDOR stipulate and agree that the amount of time for completion as specified herein is reasonable.

4. **Compensation.**

a. DISTRICT agrees to pay VENDOR, as full compensation for performance of the Services under this Agreement, the sum of _____ ($_____) within thirty (30) days from DISTRICT's receipt of an undisputed itemized invoice.

b. If VENDOR is an individual, VENDOR shall mark the box below if VENDOR is a retired member of the California Teachers Retirement System (CalSTRS), and if so, specify the school District VENDOR retired from.

☐ School District retired from: _____

5. **Independent Contractor.** VENDOR is, and shall at all times be deemed to be, an independent contractor and not an agent or employee of DISTRICT.

6. **Insurance.** At its sole cost and expense, VENDOR shall obtain and maintain for the entire term of the Agreement the following insurance with coverage limits not less than as specified: (1) Commercial General Liability, including $1,000,000 bodily injury and property damage liability, $2,000,000 general aggregate, $1,000,000 products and completed operations, $1,000,000 personal/advertising aggregate, $100,000 damages to rented premises, and $10,000 medical expenses; (2) Automobile Liability for owned and non-owned vehicles with $1,000,000 combined single limit, (3) Workers Compensation as required by law, (4) Employer's Liability, including $1,000,000 bodily injury each accident, $1,000,000 bodily injury by disease – policy limit, $1,000,000 bodily injury by disease – each employee; and (5) Excess Liability / Umbrella of $1,000,000 each occurrence, $2,000,000 aggregate. VENDOR shall name DISTRICT as additional insured on the Commercial General Liability policy and provide to DISTRICT a certificate of insurance with additional insured endorsement prior to performing any Services.

7. **Indemnification.** VENDOR shall indemnify, save, and hold harmless DISTRICT and its Board, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of action of whatsoever kind, nature, or sort arising out of, or in any manner connected with, the performance by VENDOR of any Services hereunder.

SAMPLE

8. **Termination.** DISTRICT may terminate this Agreement, in whole or in part, for any or no reason. Such termination shall be effective on the date DISTRICT provides written notice to VENDOR.

9. **State Audit.** Pursuant to and in accordance with the provisions of California Government Code section 8546.7, or any amendments thereto, all books, records, and files of DISTRICT or VENDOR connected with the performance of the Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars ($10,000), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as part of any audit of DISTRICT, for a period of three (3) years after final payment is made under the Agreement. VENDOR shall preserve and cause to be preserved such books, records, and files for the audit period.

10. **Tax Identification Number.** No later than the Effective Date of this Agreement, VENDOR shall furnish to DISTRICT (1) its Federal Tax Identification Number or Social Security Number, whichever is applicable, and (2) a completed and signed W-9 Form.

11. **Criminal Records Check Certification.** If any portion of the work under the Agreement is to be performed at an operating school, VENDOR shall be required to comply with the applicable requirements of Education Code section 45125.2 with respect to fingerprinting of employees who may have contact with DISTRICT's pupils and shall complete the Criminal Records Check Certification form provided by the DISTRICT.

12. **Amendment; Assignment.** This Agreement may only be amended with the mutual written consent of both parties. Neither party may assign its rights or obligations under this Agreement to another party.

13. **Notice.** All notices, requests, demands, and other communications given or required to be given under this Agreement shall be in writing, duly addressed to the parties as follows:

DISTRICT:

Corona-Norco Unified School District
Purchasing Department
2820 Clark Avenue
Norco, California 92860
Attn: Jordana Moreno

VENDOR:

_____
_____
_____
_____

SAMPLE

DISTRICT and VENDOR may from time to time designate any other address for this purpose by written notice to the other party.

14. **Required Provisions.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

15. **Department of Industrial Relations (DIR) Registration. (IF APPLICABLE)** If any portion of the work or services to be performed by Seller under this Purchase Order constitutes a "public work" as defined in California Labor Code section 1720(a), and payment will be made by Buyer in whole or in part out of public funds, prior to issuing this Purchase Order, Seller shall be required to be registered with the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1725.5 and such work or services constituting a public work shall be subject to compliance monitoring and enforcement by DIR.

15. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in Riverside County.

16. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement, exists between the parties.

17. **Authority.** Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT	**VENDOR**
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

SAMPLE

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 states as follows:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public District, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of section 3702."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the Work of the Contract.

In signing below, VENDOR covenants that it has complied with the signature requirements described in Paragraph 4 of the Information for Bidders.

[Signatures follow on next page]

SAMPLE

_____
(Proper Name of Vendor)

By: _____

_____
(Signature of Authorized Signor)

_____
(Title of Signor)

By: _____

_____
(Signature of Authorized Signor)

_____
(Title of Signor)

(In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the Contract.)

SAMPLE

DRUG-FREE WORKPLACE
CERTIFICATION

This Drug-Free Workplace Certification form is required from all successful Bidders pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Drug-Free Workplace Act of 1990 provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a state agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) Establishing a drug-free awareness program to inform employees about all of the following:

1) The dangers of drug abuse in the workplace;

2) The person's or organization's policy of maintaining a drug-free workplace;

3) The availability of drug counseling, rehabilitation and employee-assistance programs;

4) The penalties that may be imposed upon employees for drug abuse violations;

c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that,

SAMPLE

as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

In signing below, VENDOR covenants that it has complied with the signature requirements described in Paragraph 4 of the Information for Bidders.

VENDOR

Date: _____ By: _____

Its: _____

Date: _____ By: _____

Its: _____

SAMPLE

CRIMINAL RECORDS CHECK CERTIFICATION
(Vendor Fingerprinting Requirements)

VENDOR CERTIFICATION

With respect to the Agreement dated _____ 20 _____ by and between Corona-Norco Unified School District ("DISTRICT") and _____ _____ ("VENDOR") for the provision of services, CONTRACTOR hereby certifies to DISTRICT's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with DISTRICT pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____ _____
Contractor's Representative Date

VENDOR EXEMPTION

Pursuant to Education Code section 45125.1, the Corona-Norco Unified School District ("DISTRICT") has determined that_____ _____("VENDOR") is exempt from the criminal background check certification requirements for the agreement dated _____, 20 _____, by and between DISTRICT and VENDOR ("Agreement") because:

[ ] VENDOR's employees will have limited contact with DISTRICT students during the course of the Agreement; or

[ ] Emergency or exceptional circumstances exist.

_____ _____
District Official Date

SAMPLE

ADDENDUM NO. I

Custodial Supplies
Bid No. 16/17-002

Changes and Clarifications to Bid Documents:

1.1 There is a dock and fork lift at the delivery location.

1.2 Bid Form Attachment A, Item No. 18, Wastebasket Liners, Natural 6 MIC 24X24, 20/CS*
Required quantity is 1000 bags per case.

1.3 Bid Form Attachment A, Item No. 31, Liner, 40X46, BLK, 100CS, FP*
The type of seal required for this bag is a star seal.

1.4 Bid Form Attachment A, Item No. 31, Liner, 40X46, BLK, 100CS, FP*
Required quantity is 100 bags per case.

Bid Form Attachment A

CUSTODIAL SUPPLIES
Bid No. 16/17-002

ITEM NO.	QTY	UNIT	DESCRIPTION	MFG NUMBER	ALTERNATE	UNIT COST
1	475	EA	MOP,TOILET BOWL,12",WHITE	CENC790		
2	85	CS	GUM REMOVER,SPRAY, 12/CS	CHA4107		
3	34	CS	FURN POLISH,LEMON, 12/CS	CHA4109		
4	400	CS	SANITIZER WIPES (NO SUB)	CLOROX 15948		
5	170	EA	DUST PAN, METAL BLACK 16"	CMC716		
6	250	EA	WASTEBASKET,PLAS,7GAL,BLK	CON29561		
7	4	EA	TRASH CAN DOLLY	CON3255		
8	50	EA	3-GAL SPRAY	CON953		
9	1150	EA	TRIGGER SPRAYER,24OZ,RED	CON902RW7		
10	800	EA	BOTTLE,PLASTIC,24OZ	CON924CG		
11	35	CS	CLEANER,POWDER,AJAX,24/CS	CPC14278CT		
12	95	EA	BUCKET,PLASTIC,RED, 10QT	DEL8110RD		
13	576	EA	EZ REACHER 32"	EZ 32S		
14	50	EA	CORD,EXT,25',3PRNG,ORANGE	FEL99597		
15	4	EA	CORD,EXT,50',3PRNG,ORANGE	FEL99598		
16	600	EA	SANITIZR,HAND,PURELL,4 OZ	GJO10454		
17	20	EA	SANITIZER,PURELL,ORGL,CLR,12 OZ	GOJ365912EA		
18	950	CS	WASTEBASKET LINERS, NATURAL 6 MIC 24 X 24, 20/CS*	GORM 051015		
19	200	EA	CARPET MAT 3 X 5 PLUSH GRAY	GS 0035CH		
20	20	EA	DISPENSER,TOILET SEAT COVER 1/2 FOLD,WH	HOSHG-1-2		
21	60	EA	FLOOR RECECPTACLE, WHITE METAL	HOSPITAL SPECIALTY 2201		
22	288	EA	FEATHER DUSTERS, 24" OSTRICH FEATHERS	IMP4603		
23	5500	CS	TOILET TISSUE,JUMBO ROLL 2 PLY, 9"X1000', 12/CS*	JRT2		
24	1200	EA	VACUUM BELTS	KIRBY KNURLED 301291		
25	900	CS	FACIAL TISSUE	LIVI 11513		
26	150	CS	AIR FRESHENER, 10 OZ, LINEN FRESH 12/CS	MAINTEX 256430		
27	30	CS	SANITARY NAPKINS, 250/CS	MODEST 4		
28	120	CS	CLEANER,BOWL,QUART, 12/CS	OCC3160QT/CS		
29	320	PK	SCRUB SPONGE, LIGHT DUTY	PREMIERE PAD 16320		
30	38	BX	PUMICE STONE, 12 BARS/BX	PUM12		
31	7800	CS	LINER,40X46,BLK, 100CS,FP*	REP40X46-1.2MIL		
32	2700	EA	HEPA VACUUM INSERT BAGS	ROYAL 1871075001		
33	150	EA	CLOTH VACUUM BAG	ROYAL 2066242AU1		

Bid Form Attachment A

CUSTODIAL SUPPLIES
Bid No. 16/17-002

ITEM NO.	QTY	UNIT	DESCRIPTION	MFG NUMBER	ALTERNATE	UNIT COST
34	60	EA	MOP BUCKET COMBO, W/PRESS DOWN WRINGER	RUBFG757788YEL		
35	60	EA	TRASH CAN,RND,32GAL,GREY, NO LID	RUBFG263200GRAY		
36	140	EA	TRASH CAN,RND,44GAL,GREY, NO LID	RUBFG264300GRAY		
37	180	EA	DISPENSER, PAPER TOWEL	SAN JAMAR T850TBK		
38	250	BX	VINYL POWDERED GLOVES MED 100/BX	SKINTX 60010		
39	300	BX	VINYL POWDERED GLOVES LRG 100/BX	SKINTX 60015		
40	750	BX	VINYL NON-POWDERED GLOVES MED 100/BX	SKINTX 70010		
41	600	BX	LATEX POWDERED GLOVES, LRG 100/BX	SKINTX 80015		
42	230	BX	LATEX POWDERED GLOVES MED100/BX	SKINTX 90010		
43	2300	BX	LATEX NON-POWDERED GLOVES, LRG 100/BX	SKINTX 90015		
44	120	CS	CARPET STAIN REMOVER AEROSOLS, 18 OZ, 12/CS	SPARTANS 637400		
45	290	EA	ANGLE BROOM 56" 7 1/2" TRIM	TOUCH GUY 1VAC5		
46	5040	EA	WET MOP 24 OZ (NOT SIZE 24), 4 PLY RAYON	TRIPLE S 37004		
47	400	EA	SURGE ,6OUTLET TEL	TRIPPLITE 977251		
48	150	CS	SINGLE ROLL 2 PLY TOILET TISSUE, 500 SH/RL 96 /CS	WAXIE 1996		
49	550	CS	TOILET SEAT COVERS 1/2 FOLD, PACKS 250,20/CS	WAXIE 5000		
50	30	CS	PEN-LUBE EP PENETRATING LUBRICANT	WAXIE 1043177		
51	450	CS	LIQUID ENZYME GALLON 4/CS	WESMG_CASE		
52	130	EA	PUTTY KNIVE 1 1/2"	WESTWARD 27112601		
53	160	EA	GARDEN HOSE 50', 5/8"	WESTWARD 40142008		
54	3000	CS	PAPER TOWELS,9"X600' ROLLS,KRAFT 12/CS*			
55	80	EA	12" VACUUM MAGNET			
56	300	CS	MULTI FOLD PAPER TOWELS, WHITE 9X10 250/PK 16/CS			
57	150	EA	DISPENSER, JUMBO ROLL TOILET PAPER, SINGLE 11", BLK			
58	19	CS	SHRINK WRAP, 18" 1500' 80 GAUGE, 4/CS			
59	40	EA	COUNTER BRUSH 9" LONG HORSEHAIR BRISTLE, 13" OVERALL			
60	48	EA	PUSH BROOM 36" W/HANDLE, SOFT FLAGGED			

ITEM NO.	DISCOUNT FOR MISCELLANEOUS ITEMS	DISCOUNT PERCENTAGE
61	PERCENT DISCOUNT ON MISCELLANEOUS SUPPLIES	
62	PERCENT DISCOUNT ON MISCELLANEOUS EQUIPMENT	

***MUST SUBMIT FULL CASE SAMPLES PRIOR TO BID OPENING**

MAY REQUEST ADDITIONAL SAMPLES, IF NEEDED.

Board of Education - Regular Business Meeting
Corona-Norco USD
September 06, 2016 5:50PM
Board/Council Chambers 2820 Clark Avenue Norco, CA 92860

17.h. It is recommended that the Board of Education award Bid No. 16/17-002, Custodial Supplies, to S&G Diversified Products, P&R Paper Supply Company, Waxie Sanitary Supply, Maintex, Inc., Southwest School & Office Supply, Gorm, Inc., Wipe-All Maintenance, Inc dba Corona Vacuums & Janitorial Supply, and American Chemical & Sanitary Supply, Inc. for districtwide use. (Consent)

Rationale:

On August 18, 2016, Purchasing conducted a bid opening for Custodial Supplies, Bid No. 16/17-002. Bids are to remain open and valid for three (3) years.

The bid was advertised, as required, with a due date of August 18, 2016 at 9:00 a.m. Fourteen (14) vendors responded to the call for bids. The District performed a thorough evaluation of all bids.

Bid award is based on low bid and meeting District specifications.

Funding Source: Unrestricted

THE PRESS-ENTERPRISE

1825 Chicago Ave, Suite 100
Riverside, CA 92507
951-684-1200
951-368-9018 FAX

PROOF OF PUBLICATION
(2010, 2015.5 C.C.P)

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: Custodial Supplies / Bid # 16/17-002

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

08/04, 08/11/2016

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: Aug 11, 2016

At: Riverside, California

Legal Advertising Representative, The Press-Enterprise

CORONA-NORCO USD
2820 CLARK AVE
NORCO, CA 92860

Ad Number: 0010186530-01

P.O. Number: Bid # 16/17-002

Ad Copy:

NOTICE INVITING BIDS

Custodial Supplies
Bid # 16/17-002

NOTICE IS HEREBY GIVEN that the **Corona-Norco Unified School District** (hereinafter called DISTRICT) 2820 Clark Avenue, Norco, County of Riverside, State of California, 92860 acting by and through its Governing Board, will receive sealed bids for the award of contract(s) for Custodial Supplies.

Bid Deadline: 9:00 o'clock a.m. of the 18th day of August 2016.

Bid Opening: 9:00 o'clock a.m. of the 18th day of August 2016.

Place of Bid Receipt and Opening: Corona-Norco Unified School District-2820 Clark Avenue, Norco, California 92860

Bid Identification Name: Bid # 16/17-002 Custodial Supplies

All bids shall be made on form(s) furnished by the DISTRICT. Bids must be received in the Purchasing office and shall be opened and publicly read aloud at 9:00 a.m. on August 18, 2016. Bids must conform with and be responsive to the bid documents, copies of which are on file and may be obtained from the office of the Purchasing Director or accessible on our website at http://www.cnusd.k12.ca.us/page/134.

Bids will remain open and valid for three (3) years. DISTRICT reserves the right to reject any and all bids or to waive irregularities in any bid.

Jordana Moreno
Director, Purchasing
Publish: August 4, 2016 and August 11, 2016

CORONA-NORCO UNIFIED SCHOOL DISTRICT
2820 CLARK AVENUE • NORCO, CALIFORNIA 92860-1903
TELEPHONE: (951) 736-5000 • http://www.cnusd.k12.ca.us

Michael H. Lin, Ed.D., Superintendent
Tel.: (951) 736-5010 / Fax: (951) 736-5015

Samuel Buenrostro, Ed.D., Deputy Superintendent
Human Resources
Tel.: (951) 736-5064 / Fax: (951) 736-5077

Michael G. Cobarrubias, Assoc. Superintendent
Instructional Support
Tel.: (951) 736-5111 / Fax: (951) 736-5172

Alan P. Giles, Asst. Superintendent
Business Services
Tel.: (951) 736-5035 / Fax: (951) 736-5055

Ben Odipo, PMP, Asst. Superintendent
Information Technology
Tel.: (951) 736-5190 / Fax: (951) 736-5196

Ted E. Rozzi, Asst. Superintendent
Facilities
Tel.: (951) 736-5045 / Fax: (951) 736-5047

Lisa Simon, Ed.D., Asst. Superintendent
Educational Services
Tel.: (951) 736-5080 / Fax: (951) 736-5087

Judy K. Now
Assistant to the Superintendent
Tel.: (951) 736-5003 / Fax: (951) 736-5015

September 7, 2016

Lupe Aleman
American Chemical & Sanitary Supply, Inc.
3800 E. Miraloma Avenue
Anaheim, CA 92806
(800) 464-8224

Re: Bid No. 16/17-002, Custodial Supplies

Dear Lupe,

I am pleased to inform you that on September 6, 2016, the Corona-Norco Unified School District's Board of Education awarded a portion of the Custodial Supplies, Bid No. 16/17-002, to your company.

In accordance to the contract, please sign and return the documents listed below within five (5) business days of receipt of this notice:

1. Agreement
2. Worker's Compensation Certification
3. Drug-Free Workplace Certification
4. Criminal Records Check Certification
5. Certificates of Insurance and Additional Insured Endorsement
6. Spreadsheet of Awarded Equipment

No work in connection with this Custodial Supplies, Bid No. 16/17-002 shall commence before submitting the documents referenced above. The initial contract will be in effect upon receipt of the signed Agreement and shall remain open and valid for three (3) years.

On behalf of the Corona-Norco Unified School District, I congratulate you in the success of your proposal and look forward to a mutually rewarding relationship. Please call me at the number listed below should you have any questions.

Sincerely,

Jordana Moreno, Director I
Purchasing Department
951-736-5050

Enc.

Board of Education
Jose W. Lalas, Ph.D. Bill Newberry
Cathy L. Sciortino Mary Helen Ybarra John "Mr. Z" Zickefoose

ACTION TOWARD EXCELLENCE

CORONA-NORCO UNIFIED SCHOOL DISTRICT
2820 CLARK AVENUE • NORCO, CALIFORNIA 92860-1903
TELEPHONE: (951) 736-5000 • http://www.cnusd.k12.ca.us

Michael H. Lin, Ed.D., Superintendent
Tel.: (951) 736-5010 / Fax: (951) 736-5015

Samuel Buenrostro, Ed.D., Deputy Superintendent
Human Resources
Tel.: (951) 736-5064 / Fax: (951) 736-5077

Michael G. Cobarrubias, Assoc. Superintendent
Instructional Support
Tel.: (951) 736-5111 / Fax: (951) 736-5172

Alan P. Giles, Asst. Superintendent
Business Services
Tel.: (951) 736-5035 / Fax: (951) 736-5055

Ben Odipo, PMP, Asst. Superintendent
Information Technology
Tel.: (951) 736-5190 / Fax: (951) 736-5196

Ted E. Rozzi, Asst. Superintendent
Facilities
Tel.: (951) 736-5045 / Fax: (951) 736-5047

Lisa Simon, Ed.D., Asst. Superintendent
Educational Services
Tel.: (951) 736-5080 / Fax: (951) 736-5087

Judy K. Now
Assistant to the Superintendent
Tel.: (951) 736-5003 / Fax: (951) 736-5015

September 7, 2016

Morten Riegg
Gorm, Inc.
1501 S. Hudson Avenue
Ontario, CA 91761
(800) 640-4676

Re: Bid No. 16/17-002, Custodial Supplies

Dear Morten,

I am pleased to inform you that on September 6, 2016, the Corona-Norco Unified School District's Board of Education awarded a portion of the Custodial Supplies, Bid No. 16/17-002, to your company.

In accordance to the contract, please sign and return the documents listed below within five (5) business days of receipt of this notice:

1. Agreement
2. Worker's Compensation Certification
3. Drug-Free Workplace Certification
4. Criminal Records Check Certification
5. Certificates of Insurance and Additional Insured Endorsement
6. Spreadsheet of Awarded Equipment

No work in connection with this Custodial Supplies, Bid No. 16/17-002 shall commence before submitting the documents referenced above. The initial contract will be in effect upon receipt of the signed Agreement and shall remain open and valid for three (3) years.

On behalf of the Corona-Norco Unified School District, I congratulate you in the success of your proposal and look forward to a mutually rewarding relationship. Please call me at the number listed below should you have any questions.

Sincerely,

Jordana Moreno, Director I
Purchasing Department
951-736-5050

Enc.

Board of Education
Jose W. Lalas, Ph.D. Bill Newberry
Cathy L. Sciortino Mary Helen Ybarra John "Mr. Z" Zickefoose

ACTION TOWARD EXCELLENCE

CORONA-NORCO UNIFIED SCHOOL DISTRICT
2820 CLARK AVENUE • NORCO, CALIFORNIA 92860-1903
TELEPHONE: (951) 736-5000 • http://www.cnusd.k12.ca.us

Michael H. Lin, Ed.D., Superintendent
Tel.: (951) 736-5010 / Fax: (951) 736-5015

Samuel Buenrostro, Ed.D., Deputy Superintendent
Human Resources
Tel.: (951) 736-5064 / Fax: (951) 736-5077

Michael G. Cobarrubias, Assoc. Superintendent
Instructional Support
Tel.: (951) 736-5111 / Fax: (951) 736-5172

Alan P. Giles, Asst. Superintendent
Business Services
Tel.: (951) 736-5035 / Fax: (951) 736-5055

Ben Odipo, PMP, Asst. Superintendent
Information Technology
Tel.: (951) 736-5190 / Fax: (951) 736-5196

Ted E. Rozzi, Asst. Superintendent
Facilities
Tel.: (951) 736-5045 / Fax: (951) 736-5047

Lisa Simon, Ed.D., Asst. Superintendent
Educational Services
Tel.: (951) 736-5080 / Fax: (951) 736-5087

Judy K. Now
Assistant to the Superintendent
Tel.: (951) 736-5003 / Fax: (951) 736-5015

September 7, 2016

Orchid Guerrero
Maintex, Inc.
13300 East Nelson Avenue
City of Industry, CA 91746
(800) 446-1888

Re: Bid No. 16/17-002, Custodial Supplies

Dear Orchid,

I am pleased to inform you that on September 6, 2016, the Corona-Norco Unified School District's Board of Education awarded a portion of the Custodial Supplies, Bid No. 16/17-002, to your company.

In accordance to the contract, please sign and return the documents listed below within five (5) business days of receipt of this notice:

1. Agreement
2. Worker's Compensation Certification
3. Drug-Free Workplace Certification
4. Criminal Records Check Certification
5. Certificates of Insurance and Additional Insured Endorsement
6. Spreadsheet of Awarded Equipment

No work in connection with this Custodial Supplies, Bid No. 16/17-002 shall commence before submitting the documents referenced above. The initial contract will be in effect upon receipt of the signed Agreement and shall remain open and valid for three (3) years.

On behalf of the Corona-Norco Unified School District, I congratulate you in the success of your proposal and look forward to a mutually rewarding relationship. Please call me at the number listed below should you have any questions.

Sincerely,

Jordana Moreno, Director I
Purchasing Department
951-736-5050

Enc.

Board of Education
Jose W. Lalas, Ph.D. Bill Newberry
Cathy L. Sciortino Mary Helen Ybarra John "Mr. Z" Zickefoose

ACTION TOWARD EXCELLENCE

CORONA-NORCO UNIFIED SCHOOL DISTRICT
2820 CLARK AVENUE • NORCO, CALIFORNIA 92860-1903
TELEPHONE: (951) 736-5000 • http://www.cnusd.k12.ca.us

Michael H. Lin, Ed.D., Superintendent
Tel.: (951) 736-5010 / Fax: (951) 736-5015

Samuel Buenrostro, Ed.D., Deputy Superintendent
Human Resources
Tel.: (951) 736-5064 / Fax: (951) 736-5077

Michael G. Cobarrubias, Assoc. Superintendent
Instructional Support
Tel.: (951) 736-5111 / Fax: (951) 736-5172

Alan P. Giles, Asst. Superintendent
Business Services
Tel.: (951) 736-5035 / Fax: (951) 736-5055

Ben Odipo, PMP, Asst. Superintendent
Information Technology
Tel.: (951) 736-5190 / Fax: (951) 736-5196

Ted E. Rozzi, Asst. Superintendent
Facilities
Tel.: (951) 736-5045 / Fax: (951) 736-5047

Lisa Simon, Ed.D., Asst. Superintendent
Educational Services
Tel.: (951) 736-5080 / Fax: (951) 736-5087

Judy K. Now
Assistant to the Superintendent
Tel.: (951) 736-5003 / Fax: (951) 736-5015

September 7, 2016

Colleen Curran
P&R Paper Supply Company
1898 East Colton Avenue
Redlands, CA 92374
(909) 794-1108

Re: Bid No. 16/17-002, Custodial Supplies

Dear Colleen,

I am pleased to inform you that on September 6, 2016, the Corona-Norco Unified School District's Board of Education awarded a portion of the Custodial Supplies, Bid No. 16/17-002, to your company.

In accordance to the contract, please sign and return the documents listed below within five (5) business days of receipt of this notice:

1. Agreement
2. Worker's Compensation Certification
3. Drug-Free Workplace Certification
4. Criminal Records Check Certification
5. Certificates of Insurance and Additional Insured Endorsement
6. Spreadsheet of Awarded Equipment

No work in connection with this Custodial Supplies, Bid No. 16/17-002 shall commence before submitting the documents referenced above. The initial contract will be in effect upon receipt of the signed Agreement and shall remain open and valid for three (3) years.

On behalf of the Corona-Norco Unified School District, I congratulate you in the success of your proposal and look forward to a mutually rewarding relationship. Please call me at the number listed below should you have any questions.

Sincerely,

Jordana Moreno, Director I
Purchasing Department
951-736-5050

Enc.

Board of Education
Jose W. Lalas, Ph.D. Bill Newberry
Cathy L. Sciortino Mary Helen Ybarra John "Mr. Z" Zickefoose

ACTION TOWARD EXCELLENCE

CORONA-NORCO UNIFIED SCHOOL DISTRICT
2820 CLARK AVENUE • NORCO, CALIFORNIA 92860-1903
TELEPHONE: (951) 736-5000 • http://www.cnusd.k12.ca.us

Michael H. Lin, Ed.D., Superintendent
Tel.: (951) 736-5010 / Fax: (951) 736-5015

Samuel Buenrostro, Ed.D., Deputy Superintendent
Human Resources
Tel.: (951) 736-5064 / Fax: (951) 736-5077

Michael G. Cobarrubias, Assoc. Superintendent
Instructional Support
Tel.: (951) 736-5111 / Fax: (951) 736-5172

Alan P. Giles, Asst. Superintendent
Business Services
Tel.: (951) 736-5035 / Fax: (951) 736-5055

Ben Odipo, PMP, Asst. Superintendent
Information Technology
Tel.: (951) 736-5190 / Fax: (951) 736-5196

Ted E. Rozzi, Asst. Superintendent
Facilities
Tel.: (951) 736-5045 / Fax: (951) 736-5047

Lisa Simon, Ed.D., Asst. Superintendent
Educational Services
Tel.: (951) 736-5080 / Fax: (951) 736-5087

Judy K. Now
Assistant to the Superintendent
Tel.: (951) 736-5003 / Fax: (951) 736-5015

September 7, 2016

William Green
S&G Diversified Products
13801 Magnolia Avenue
Chino, CA 91710
(909) 627-7639

Re: Bid No. 16/17-002, Custodial Supplies

Dear William,

I am pleased to inform you that on September 6, 2016, the Corona-Norco Unified School District's Board of Education awarded a portion of the Custodial Supplies, Bid No. 16/17-002, to your company.

In accordance to the contract, please sign and return the documents listed below within five (5) business days of receipt of this notice:

1. Agreement
2. Worker's Compensation Certification
3. Drug-Free Workplace Certification
4. Criminal Records Check Certification
5. Certificates of Insurance and Additional Insured Endorsement
6. Spreadsheet of Awarded Equipment

No work in connection with this Custodial Supplies, Bid No. 16/17-002 shall commence before submitting the documents referenced above. The initial contract will be in effect upon receipt of the signed Agreement and shall remain open and valid for three (3) years.

On behalf of the Corona-Norco Unified School District, I congratulate you in the success of your proposal and look forward to a mutually rewarding relationship. Please call me at the number listed below should you have any questions.

Sincerely,

Jordana Moreno, Director I
Purchasing Department
951-736-5050

Enc.

Board of Education
Jose W. Lalas, Ph.D. Bill Newberry
Cathy L. Sciortino Mary Helen Ybarra John "Mr. Z" Zickefoose

ACTION TOWARD EXCELLENCE

CORONA-NORCO UNIFIED SCHOOL DISTRICT
2820 CLARK AVENUE • NORCO, CALIFORNIA 92860-1903
TELEPHONE: (951) 736-5000 • http://www.cnusd.k12.ca.us

Michael H. Lin, Ed.D., Superintendent
Tel.: (951) 736-5010 / Fax: (951) 736-5015

Samuel Buenrostro, Ed.D., Deputy Superintendent
Human Resources
Tel.: (951) 736-5064 / Fax: (951) 736-5077

Michael G. Cobarrubias, Assoc. Superintendent
Instructional Support
Tel.: (951) 736-5111 / Fax: (951) 736-5172

Alan P. Giles, Asst. Superintendent
Business Services
Tel.: (951) 736-5035 / Fax: (951) 736-5055

Ben Odipo, PMP, Asst. Superintendent
Information Technology
Tel.: (951) 736-5190 / Fax: (951) 736-5196

Ted E. Rozzi, Asst. Superintendent
Facilities
Tel.: (951) 736-5045 / Fax: (951) 736-5047

Lisa Simon, Ed.D., Asst. Superintendent
Educational Services
Tel.: (951) 736-5080 / Fax: (951) 736-5087

Judy K. Now
Assistant to the Superintendent
Tel.: (951) 736-5003 / Fax: (951) 736-5015

September 7, 2016

Aja Stickler
Southwest School & Office Supply
3790 De Forest Circle
Jurupa, CA 91752
(909) 980-7777

Re: Bid No. 16/17-002, Custodial Supplies

Dear Aja,

I am pleased to inform you that on September 6, 2016, the Corona-Norco Unified School District's Board of Education awarded a portion of the Custodial Supplies, Bid No. 16/17-002, to your company.

In accordance to the contract, please sign and return the documents listed below within five (5) business days of receipt of this notice:

1. Agreement
2. Worker's Compensation Certification
3. Drug-Free Workplace Certification
4. Criminal Records Check Certification
5. Certificates of Insurance and Additional Insured Endorsement
6. Spreadsheet of Awarded Equipment

No work in connection with this Custodial Supplies, Bid No. 16/17-002 shall commence before submitting the documents referenced above. The initial contract will be in effect upon receipt of the signed Agreement and shall remain open and valid for three (3) years.

On behalf of the Corona-Norco Unified School District, I congratulate you in the success of your proposal and look forward to a mutually rewarding relationship. Please call me at the number listed below should you have any questions.

Sincerely,

Jordana Moreno, Director I
Purchasing Department
951-736-5050

Enc.

Board of Education
Jose W. Lalas, Ph.D. Bill Newberry
Cathy L. Sciortino Mary Helen Ybarra John "Mr. Z" Zickefoose

ACTION TOWARD EXCELLENCE

CORONA-NORCO UNIFIED SCHOOL DISTRICT
2820 CLARK AVENUE • NORCO, CALIFORNIA 92860-1903
TELEPHONE: (951) 736-5000 • http://www.cnusd.k12.ca.us

Michael H. Lin, Ed.D., Superintendent
Tel.: (951) 736-5010 / Fax: (951) 736-5015

Samuel Buenrostro, Ed.D., Deputy Superintendent
Human Resources
Tel.: (951) 736-5064 / Fax: (951) 736-5077

Michael G. Cobarrubias, Assoc. Superintendent
Instructional Support
Tel.: (951) 736-5111 / Fax: (951) 736-5172

Alan P. Giles, Asst. Superintendent
Business Services
Tel.: (951) 736-5035 / Fax: (951) 736-5055

Ben Odipo, PMP, Asst. Superintendent
Information Technology
Tel.: (951) 736-5190 / Fax: (951) 736-5196

Ted E. Rozzi, Asst. Superintendent
Facilities
Tel.: (951) 736-5045 / Fax: (951) 736-5047

Lisa Simon, Ed.D., Asst. Superintendent
Educational Services
Tel.: (951) 736-5080 / Fax: (951) 736-5087

Judy K. Now
Assistant to the Superintendent
Tel.: (951) 736-5003 / Fax: (951) 736-5015

September 7, 2016

Nick Bidart
Waxie Sanitary Supply
905 North Wineville Avenue
Ontario, CA 91764
(800) 443-3469

Re: Bid No. 16/17-002, Custodial Supplies

Dear Nick,

I am pleased to inform you that on September 6, 2016, the Corona-Norco Unified School District's Board of Education awarded a portion of the Custodial Supplies, Bid No. 16/17-002, to your company.

In accordance to the contract, please sign and return the documents listed below within five (5) business days of receipt of this notice:

1. Agreement
2. Worker's Compensation Certification
3. Drug-Free Workplace Certification
4. Criminal Records Check Certification
5. Certificates of Insurance and Additional Insured Endorsement
6. Spreadsheet of Awarded Equipment

No work in connection with this Custodial Supplies, Bid No. 16/17-002 shall commence before submitting the documents referenced above. The initial contract will be in effect upon receipt of the signed Agreement and shall remain open and valid for three (3) years.

On behalf of the Corona-Norco Unified School District, I congratulate you in the success of your proposal and look forward to a mutually rewarding relationship. Please call me at the number listed below should you have any questions.

Sincerely,

Jordana Moreno, Director I
Purchasing Department
951-736-5050

Enc.

Board of Education
Jose W. Lalas, Ph.D. Bill Newberry
Cathy L. Sciortino Mary Helen Ybarra John "Mr. Z" Zickefoose

ACTION TOWARD EXCELLENCE

CORONA-NORCO UNIFIED SCHOOL DISTRICT
2820 CLARK AVENUE • NORCO, CALIFORNIA 92860-1903
TELEPHONE: (951) 736-5000 • http://www.cnusd.k12.ca.us

Michael H. Lin, Ed.D., Superintendent
Tel.: (951) 736-5010 / Fax: (951) 736-5015

Samuel Buenrostro, Ed.D., Deputy Superintendent
Human Resources
Tel.: (951) 736-5064 / Fax: (951) 736-5077

Michael G. Cobarrubias, Assoc. Superintendent
Instructional Support
Tel.: (951) 736-5111 / Fax: (951) 736-5172

Alan P. Giles, Asst. Superintendent
Business Services
Tel.: (951) 736-5035 / Fax: (951) 736-5055

Ben Odipo, PMP, Asst. Superintendent
Information Technology
Tel.: (951) 736-5190 / Fax: (951) 736-5196

Ted E. Rozzi, Asst. Superintendent
Facilities
Tel.: (951) 736-5045 / Fax: (951) 736-5047

Lisa Simon, Ed.D., Asst. Superintendent
Educational Services
Tel.: (951) 736-5080 / Fax: (951) 736-5087

Judy K. Now
Assistant to the Superintendent
Tel.: (951) 736-5003 / Fax: (951) 736-5015

September 7, 2016

Jose Huizar
Wipe-All Maintenance, Inc. dba Corona Vacuums & Janitorial Supply Store
317 West Sixth Street
Corona, CA 92882
(951) 738-0655

Re: Bid No. 16/17-002, Custodial Supplies

Dear Jose,

I am pleased to inform you that on September 6, 2016, the Corona-Norco Unified School District's Board of Education awarded a portion of the Custodial Supplies, Bid No. 16/17-002, to your company.

In accordance to the contract, please sign and return the documents listed below within five (5) business days of receipt of this notice:

1. Agreement
2. Worker's Compensation Certification
3. Drug-Free Workplace Certification
4. Criminal Records Check Certification
5. Certificates of Insurance and Additional Insured Endorsement
6. Spreadsheet of Awarded Equipment

No work in connection with this Custodial Supplies, Bid No. 16/17-002 shall commence before submitting the documents referenced above. The initial contract will be in effect upon receipt of the signed Agreement and shall remain open and valid for three (3) years.

On behalf of the Corona-Norco Unified School District, I congratulate you in the success of your proposal and look forward to a mutually rewarding relationship. Please call me at the number listed below should you have any questions.

Sincerely,

Jordana Moreno, Director I
Purchasing Department
951-736-5050

Enc.

Board of Education
Jose W. Lalas, Ph.D. Bill Newberry
Cathy L. Sciortino Mary Helen Ybarra John "Mr. Z" Zickefoose

ACTION TOWARD EXCELLENCE

Maintex, Inc.

Spreadsheet of Awarded Items
CUSTODIAL SUPPLIES
Bid No. 16/17-002

ITEM NO.	QTY	UNIT	DESCRIPTION	MFG NUMBER	UNIT COST
2	85	CS	GUM REMOVER,SPRAY, 12/CS	CHA4107	$ 20.15
3	34	CS	FURN POLISH,LEMON, 12/CS	CHA4109	$ 24.82
11	35	CS	CLEANER,POWDER,AJAX,24/CS	CPC14278CT	$ 23.15
14	50	EA	CORD,EXT,25',3PRNG,ORANGE	FEL99597	$ 9.01
18	950	CS	WASTEBASKET LINERS, NATURAL 6 MIC 24 X 24, 20/CS	GORM 051015	$ 10.88
20	20	EA	DISPENSER,TOILET SEAT COVER 1/2 FOLD,WH	HOSHG-1-2	$ 4.24
36	140	EA	TRASH CAN,RND,44GAL,GREY, NO LID	RUBFG264300GRAY	$ 23.40
41	600	BX	LATEX POWDERED GLOVES, LRG 100/BX	SKINTX 80015	$ 2.70
42	230	BX	LATEX POWDERED GLOVES MED100/BX	SKINTX 90010	$ 2.70
44	120	CS	CARPET STAIN REMOVER AEROSOLS, 18 OZ, 12/CS	SPARTANS 637400	$ 23.23
45	290	EA	ANGLE BROOM 56" 7 1/2" TRIM	TOUCH GUY 1VAC5	$ 3.48
49	550	CS	TOILET SEAT COVERS 1/2 FOLD, PACKS 250,20/CS	WAXIE 5000	$ 19.10

ITEM NO.	DISCOUNT FOR MISCELLANEOUS ITEMS	Discount %
61	PERCENT DISCOUNT ON MISCELLANEOUS SUPPLIES	1%
62	PERCENT DISCOUNT ON MISCELLANEOUS EQUIPMENT	0%

American Chemical & Sanitary Supply, Inc.

Spreadsheet of Awarded Items
CUSTODIAL SUPPLIES
Bid No. 16/17-002

ITEM NO.	QTY	UNIT	DESCRIPTION	MFG NUMBER	UNIT COST
50	30	CS	PEN-LUBE EP PENETRATING LUBRICANT	WAXIE 1043177	$ 43.70
56	300	CS	MULTI FOLD PAPER TOWELS, WHITE 9X10 250/PK 16/CS	American Soft Petals	$ 13.50
57	150	EA	DISPENSER, JUMBO ROLL TOILET PAPER, SINGLE 11", BLK	American CDL	$ 9.25

ITEM NO.	DISCOUNT FOR MISCELLANEOUS ITEMS	Discount %
61	PERCENT DISCOUNT ON MISCELLANEOUS SUPPLIES	0%
62	PERCENT DISCOUNT ON MISCELLANEOUS EQUIPMENT	0%

P&R Paper Supply Company

Spreadsheet of Awarded Items
CUSTODIAL SUPPLIES
Bid No. 16/17-002

ITEM NO.	QTY	UNIT	DESCRIPTION	MFG NUMBER	UNIT COST
4	400	CS	SANITIZER WIPES (NO SUB)	CLOROX 15948	$ 25.13
26	150	CS	AIR FRESHENER, 10 OZ, LINEN FRESH 12/CS	MAINTEX 256430	$ 28.64
29	320	PK	SCRUB SPONGE, LIGHT DUTY	PREMIERE PAD 16320	$ 2.15
37	180	EA	DISPENSER, PAPER TOWEL	SAN JAMAR T850TBK	$ 26.04
40	750	BX	VINYL NON-POWDERED GLOVES MED 100/BX	SKINTX 70010	$ 1.77
43	2300	BX	LATEX NON-POWDERED GLOVES, LRG 100/BX	SKINTX 90015	$ 2.76
48	150	CS	SINGLE ROLL 2 PLY TOILET TISSUE, 500 SH/RL 96 /CS	WAXIE 1996	$ 26.34
58	19	CS	SHRINK WRAP, 18" 1500' 80 GAUGE, 4/CS	CWC-051157	$ 33.77
59	40	EA	COUNTER BRUSH 9" LONG HORSEHAIR BRISTLE, 13" OVERALL	ACS-B7708	$ 2.93
60	48	EA	PUSH BROOM 36" W/HANDLE, SOFT FLAGGED	ACS-B3036/ACS-B1260	$ 13.08

ITEM NO.	DISCOUNT FOR MISCELLANEOUS ITEMS	Discount %
61	PERCENT DISCOUNT ON MISCELLANEOUS SUPPLIES	30%
62	PERCENT DISCOUNT ON MISCELLANEOUS EQUIPMENT	30%

S&G Diversified Products

Spreadsheet of Awarded Items
CUSTODIAL SUPPLIES
Bid No. 16/17-002

ITEM NO.	QTY	UNIT	DESCRIPTION	MFG NUMBER	UNIT COST
31	7800	CS	LINER,40X46,BLK, 100CS,FP	REP40X46-1.2MIL	$ 12.90

ITEM NO.	DISCOUNT FOR MISCELLANEOUS ITEMS	Discount %
61	PERCENT DISCOUNT ON MISCELLANEOUS SUPPLIES	0%
62	PERCENT DISCOUNT ON MISCELLANEOUS EQUIPMENT	0%

Southwest School & Office Supply

Spreadsheet of Awarded Items
CUSTODIAL SUPPLIES
Bid No. 16/17-002

ITEM NO.	QTY	UNIT	DESCRIPTION	MFG NUMBER	UNIT COST
1	475	EA	MOP,TOILET BOWL,12",WHITE	CENC790	$ 0.47
6	250	EA	WASTEBASKET,PLAS,7GAL,BLK	CON29561	$ 3.42
7	4	EA	TRASH CAN DOLLY	CON3255	$ 19.23
9	1150	EA	TRIGGER SPRAYER,24OZ,RED	CON902RW7	$ 0.35
10	800	EA	BOTTLE,PLASTIC,24OZ	CON924CG	$ 0.37
11	35	CS	CLEANER,POWDER,AJAX,24/CS	CPC14278CT	$ 23.15
12	95	EA	BUCKET,PLASTIC,RED, 10QT	DEL8110RD	$ 4.06
15	4	EA	CORD,EXT,50',3PRNG,ORANGE	FEL99598	$ 12.59
19	200	EA	CARPET MAT 3 X 5 PLUSH GRAY	GS 0035CH	$ 21.60
22	288	EA	FEATHER DUSTERS, 24" OSTRICH FEATHERS	IMP4603	$ 4.63
23	5500	CS	TOILET TISSUE,JUMBO ROLL 2 PLY, 9"X1000', 12/CS	JRT2	$ 14.05
30	38	BX	PUMICE STONE, 12 BARS/BX	PUM12	$ 17.38
35	60	EA	TRASH CAN,RND,32GAL,GREY, NO LID	RUBFG263200GRAY	$ 16.30
46	5040	EA	WET MOP 24 OZ (NOT SIZE 24), 4 PLY RAYON	TRIPLE S 37004	$ 3.61
47	400	EA	SURGE ,6OUTLET TEL	TRIPPLITE 977251	$ 10.96
53	160	EA	GARDEN HOSE 50', 5/8"	WESTWARD 40142008	$ 10.21
54	3000	CS	PAPER TOWELS,9"X600' ROLLS,KRAFT 12/CS	SSS87370	$ 21.05
55	80	EA	12" VACUUM MAGNET	CEN VS-15160	$ 7.39

ITEM NO.	DISCOUNT FOR MISCELLANEOUS ITEMS	Discount %
61	PERCENT DISCOUNT ON MISCELLANEOUS SUPPLIES	35%
62	PERCENT DISCOUNT ON MISCELLANEOUS EQUIPMENT	25%

Wipe-All Maintenance, Inc. dba Corona Vacuums & Janitorial Supply

Spreadsheet of Awarded Items
CUSTODIAL SUPPLIES
Bid No. 16/17-002

ITEM NO.	QTY	UNIT	DESCRIPTION	MFG NUMBER	UNIT COST
8	50	EA	3-GAL SPRAY	CON953	$ 26.97
32	2700	EA	HEPA VACUUM INSERT BAGS	ROYAL 1871075001	$ 2.25
33	150	EA	CLOTH VACUUM BAG	ROYAL 2066242AU1	$ 67.99

ITEM NO.	DISCOUNT FOR MISCELLANEOUS ITEMS	Discount %
61	PERCENT DISCOUNT ON MISCELLANEOUS SUPPLIES	10-25%
62	PERCENT DISCOUNT ON MISCELLANEOUS EQUIPMENT	10-25%

2018/2019

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION
CONFIDENTIAL MEMO

To: FVSD Board Members

From: Rachel Rios, Fiscal Manager
West Orange County Consortium for Special Education

Date: June 18, 2018

Subject: **Non-Public Agency/School Contracts**

Board Meeting Date: July 12, 2018

Under current consortium budget agreements, any unfunded cost of NPS/NPA placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contracts be approved and that the West Orange county Consortium for Special Education be authorized to receive invoices and process payment.

Student's Name	Non-Public School/Agency	100% Contract / Amendment	Effective Dates
N/A	Pliha Speech and Learning Center W19122	N/A	July 1, 2018 to June 30, 2019
	Pliha Speech and Learning Center W19123	$9,495.00	July 1, 2018 to December 30, 2018

Approved by the FVSD Board of Trustees
July 12, 2018

Dr. Mark Johnson
Superintendent

Date:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

W19122

PLIHA SPEECH AND LEARNING CENTER

FOUNTAIN VALLEY SCHOOL DISTRICT

2018-2019

Board Approved: 7/12/2018

63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

(a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2018 and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provide herein.

CONTRACTOR,

Pliha Speech and Learning Center
Nonpublic School/Agency

By: _____
Signature Date

_____
Name and Title of Authorized Representative

LEA,

Fountain Valley School District

By: _____
Signature Date

Dr. Mark Johnson, Superintendent
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

_____
Name

Pliha Speech and Learning Center
Nonpublic School/Agency/Related Service Provider

_____
Address

_____
City State Zip

_____
Phone Fax

_____
Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: RATES

CONTRACTOR Pliha Speech & Learning Center **CONTRACTOR NUMBER** W19122 **2018-2019**
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

		Rate	Period
A.	Basic Education Program/Special Education Instruction		
	Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

B. Related Services

(1)	a. Language and Speech Therapy – Individual	$ 90.00	Per Hour
	c. Language and Speech Therapy – Group		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate	$ 90.00	Per Hour
(2)	a. Occupational Therapy – Clinic		
	b. Occupational Therapy – School/Home		
	c. Occupational Therapy – Group		
	d. Occupational Therapy – Per diem		
	e. Occupational Therapy – Consultation Rate		
(3)	a. Physical Therapy – Clinic		
	b. Physical Therapy – School/Home		
	c. Physical Therapy – Group		
	d. Physical Therapy – Per diem		
	e. Physical Therapy – Consultation Rate		
(4)	a. ABA – 1:1 IBI Master – Clinic		
	b. ABA – 1:1 IBI Master – School/Home		
	c. ABA – 1:1 BCBA Board Certified – Clinic		
	d. ABA – 1:1 BCBA Board Certified – School/Home		
	e. ABA – 1:1 BA Level RBT Certified – Clinic		
	f. ABA – 1:1 BA Level RBT Certified – School/Home		
	g. ABA – 1:1 H.S. Diploma RBT Certified – Clinic		
	h. ABA – 1:1 H.S. Diploma RBT Certified – School/Home		
(5)	IEP Attendance	$ 140.00	Per Hour
(6)	Report Writing	$ 140.00	Per Hour

2018/2019

HBUHSD Contract # W19123
Please refer to this number on correspondence, invoices, etc.

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code 56365 et seq.)

This agreement is effective on July 1, 2018 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)	FOUNTAIN VALLEY SCHOOL DISTRICT	Nonpublic School/Agency	PLIHA SPEECH AND LEARNING CENTER
Address City, State Zip	10055 SLATER AVENUE FOUNTAIN VALLEY, CA 92708	Address City, State, Zip	1000 QUAIL STREET, SUITE 120 NEWPORT BEACH, CA 92660
LEA Case Manager	CARA ROBINSON	Phone 949-838-0141 Fax	
		E-Mail b.pliha@att.net	
Student Last Name	Student First Name	Program Contact Name	BARBARA PLIHA
D.O.B.	I.D. #	Phone 949-838-0141 Fax	
		E-Mail b.pliha@att.net	
Grade Level	Sex (M or F)	Education Schedule – Regular School Year	
Parent/ Guardian Last Name	Parent/ Guardian First Name	Number of Days	Number of Weeks
Address City, State Zip		Education Schedule – Extended School Year	
		Number of Days	Number of Weeks
		Contract Begins 07/01/18	Ends 12/30/19
Home Phone	Business/Mobile Phone	Master Contract Approved by the Governing Board on:	07/12/18

DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
A. BASIC EDUCATION									
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A									
b. Reimburse Parent									
2. Counseling a. Group									
b. Individual									
c. Family									
3. Adapted P.E.									
4. Speech/Language a. Therapy - *Compensatory Education per ALJ Order*		X			$90.00/hr	NTE 105.5HRS	105.5		$ 9,495.00
b. Consultation									
5. Occupational Therapy a. Therapy									
b. Consultation									

2018/2019

HBUHSD Contract # W19123

Please refer to this number on correspondence, invoices, etc.

B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
6. Physical Therapy a. Therapy									
b. Consultation									
7. ABA - Behavior Intervention									
a. Consult									
b. Direct									
c. Supervision									
d. Assessment									
8. One-to-One Aide									
9. Other									
10. Residential Services									
a. Board and Care									
b. Mental Health Services									
c. Transportation Public Carrier									
						A+B TOTAL COST			$ 9,495.00

ESTIMATED MAXIMUM RELATED SERVICES COST (B) $ $ 9,495.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) $ $ 9,495.00

Other Provisions/Attachments:

Progress Reporting Requirements: Quarterly ____ Monthly ____ X Trimester ____ Other (Specify) ____

APPROVED BY THE GOVERNING BOARD O 07/12/18

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

PLIHA SPEECH AND LEARNING CENTER
(Name of Nonpublic School/Agency)

(Contracting Officer's Signature) (Date)

(Name and Title)

-LEA-

FOUNTAIN VALLEY SCHOOL DISTRICT
(Name of School District)

(Signature) (Date)

DR. MARK JOHNSON, SUPERINTENDENT
(Name of Superintendent or Authorized Designee)