11.7
Agenda Item:  11.7. Contract with Ventura County Office of Education for Hearing Conservation and Audiology Services

Speaker:  Kristen Pifko, Assistant Superintendent of Business Services

Rationale:  Pursuant to Education Codes 49452 and CCR Title 17 Section 2951, the governing board of any school district shall provide for the testing of the sight and hearing and to find students with a high probability of hearing loss and monitor students with previous screening failure. Hearing screenings are mandated for students in grades TK and/or K, 2, 5, and 8. Additional testing is often mandated for students with disabilities or suspected disabilities.

Financial Impact:  Financial Impact: $30,000

Funding Source:  General Fund

Recommended Motion:  Staff recommends approving the contract with the Ventura County Office of Education for Hearing Conservation and Audiology Services.

Attachments:  Hearing Conservation
SERVICES AGREEMENT

Requisition Number ___________________________ Purchase Order Number ___________________________

Contract Number ___________________________

This Services Agreement (the "Agreement") is made and entered into this ___ day of ___, 20___
by and between _____________________________________________________________________________ District
(hereinafter referred to as "District") and Ventura County Office of Education, (hereinafter referred
to as "Provider.")

DISTRICT.

District ___________________________ Telephone Number ___________________________

Street Address ___________________________

City, State, Zip code ___________________________

Tax Identification or Social Security Number ___________________________ License Number (if applicable)

A. District desires to engage Provider services as more particularly described on "Statement
of Work" which is attached hereto and incorporated herein by this reference ("Services").

B. Provider has the necessary qualifications by reason of training, experience, preparation and
organization, and is agreeable to performing and providing such Services, upon and subject
to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby
acknowledged, the parties hereto hereby agree as follows:

1. CONDITIONS. Provider will have no obligation to provide services until District returns
a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status, and is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers’ Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. **NON-EXCLUSIVITY.**

a. During the term of this agreement Provider may, independent of Provider’s relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.

b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** Provider shall provide District with the services, which are described on the “Statement of Work” (the “Work” or “Service”) attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work (“Performance Criteria”).

Provider, at Provider’s sole cost and expense, shall furnish all tools, equipment, apparatus, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.
5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on July 1, 2016, and terminate on June 30, 2017. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the “Schedule of Fees” attached hereto and incorporated herein by this reference.

Provider shall send District quarterly statements indicating Provider’s fees and costs incurred and their basis and any current balance owed. If no Provider’s fees or costs are incurred for a particular time period, or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in “Schedule of Fees” and shall be paid by the District within 30 days of receipt of a proper invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District’s standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in “Schedule of Fees” are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and subconsultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement.

8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it
is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns. If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

District [Address]
Attn: [Name]
Street
City, State, Zip Code

Ventura County Office of Education
Provider
Attn: Tom Etchart
5189 Verdugo Way
Street
Camarillo, CA 93012
City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.

11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
   a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
   b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.
13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

14. **INDEMNIFICATION.** District agree to defend, indemnify, and hold harmless the Provider, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of District or those of any of its officers, agents, employees, or students, but only in proportion to and to the extent that such claims, demands, losses, damages and expenses, legal fees and costs, other obligations or claims, or any other loss is caused by or results from the negligent or intentional acts or omissions of District or its officers, employees, agents, or students. District shall also pay for any and all damage to the real and personal property of the Provider, or loss or theft of such property, in proportion to and to the extent that such damage, loss, or theft is caused by District or its officers, employees, agents, or students. The Provider assumes no responsibility whatsoever for any property placed on Provider premises by District or its officers, employees, agents, or students. District further hereby waives any and all rights of subrogation that it may have against the Provider.

The Provider agrees to defend, indemnify, and hold harmless the Regents, and its officers, employees, agents, and students, from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, or volunteers of the Provider, but only in proportion to and to the extent that such claims, demands, losses, damages and expenses, legal fees and costs, other obligations or claims, or any other loss is caused by or results from the negligent or intentional acts or omissions of the Provider or its officers, employees, agents, or volunteers.

15. **INSURANCE.** District and the Provider each recognizes and accepts that the other party is self-insured. Each party will maintain coverages commensurate with its activities under this Agreement. Either party may, at that party’s discretion, purchase commercial insurance to cover its exposure hereunder.

District will provide the Provider with a certificate of insurance, or a substantially equivalent document, showing evidence of District’s workers’ compensation insurance coverage, general liability insurance coverage, professional liability (errors and omissions) insurance coverage, and abuse/molestation insurance coverage. The Provider will provide District with a certificate of insurance, or a substantially equivalent document, showing evidence of the Provider’s workers’ compensation insurance coverage and general liability insurance coverage. The Provider shall be named an additional insured on the District’s general liability insurance coverage and on the District’s abuse/molestation insurance coverage. District shall be named as an additional insured on the Provider’s general liability insurance coverage.
Worker’s Compensation insurance will be maintained at statutory limits and all other insurance will have limits of $1,000,000.

16. SAFETY AND SECURITY. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the district determines that the Provider will have limited contact with students.

Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider will provide proof, upon request, that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

17. GOVERNING LAW AND VENUES. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.

18. ARBITRATION. Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the “Rules”). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys’ fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.
The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney’s fees and costs incurred in connection with such actions or proceeding.

20. **DOCUMENT RETENTION.** After Provider’s services to District conclude, Provider shall, upon the District’s request, deliver all documents for all matter in which Provider has provided services to the District. If the District does not request District’s document(s) for a particular service, Provider will retain document(s) as required by law.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.

24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.

26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each
party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

In WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

<table>
<thead>
<tr>
<th>District</th>
<th>Ventura County Office of Education</th>
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<tbody>
<tr>
<td>By:</td>
<td>Provider</td>
</tr>
<tr>
<td>Signature</td>
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<tr>
<td>Name:</td>
<td>Tom Bichart</td>
</tr>
<tr>
<td>Title:</td>
<td>Director, Internal Business Services</td>
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<td>Date:</td>
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</tbody>
</table>

Contract Number
STATEMENT OF WORK

Description of Work

VCOE Hearing Conservation provides hearing screening, assessment, and educational audiology services for students in Ventura County. These collaborative services may be used for:

- Mandated and non-mandated student populations
- General education students
- Special education identified students with IEP eligibility other than “hard of hearing” or “deaf”
  - Services for “hard of hearing” and “deaf” special education students are provided through SELPA funding and are not included in this contract.
  - Educational Audiology and Hearing Assistive Technology (HAT) services for students with special education eligibility in other Low Incidence disability areas (visual impairment ‘VI’ and orthopedic impairment ‘OI’ are provided through SELPA funding. Hearing screening at the school site, and audiology evaluation at VCOE for students with VI and OI special education eligibility (in the absence of deaf or hard of hearing eligibility) are billed to the district under this contract.

Services and costs are itemized below. See subsequent pages for a more detailed description of each service. Please check all the applicable boxes indicating your district’s desire to include or exclude each service type, with the understanding the district will be billed only for rendered, pre-authorized services. All services are first pre-authorized by designated district personnel.

Schedule of Fees

<table>
<thead>
<tr>
<th>Hearing Conservation Service*</th>
<th>Fees**</th>
<th>Check for All Services***</th>
</tr>
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<tbody>
<tr>
<td><strong>Hearing Screening</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(by audiometrist for students in general education classrooms)</td>
<td>$1000/day</td>
<td>YES</td>
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<tr>
<td></td>
<td>$500/half day</td>
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<tr>
<td><strong>Functional Hearing Screening – Special Education</strong></td>
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<tr>
<td>(by audiologist for students with moderate/severe disabilities in special day classes)</td>
<td>$1200/day</td>
<td>YES</td>
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<td></td>
<td>$600/half day</td>
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<tr>
<td><strong>Educational Audiology Services</strong></td>
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<td>(services to students in public, private, and charter schools who are not identified with special education eligibility in the area of deafness, hard of hearing, or other low incidence disability, e.g. VI or OI, or otherwise are not eligible for SELPA funding)</td>
<td>$130/hour</td>
<td>YES</td>
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<tr>
<td><strong>Audiological/Hearing Evaluation at VCOE</strong></td>
<td></td>
<td></td>
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<tr>
<td>(comprehensive hearing testing to determine the presence and characteristics of hearing loss)</td>
<td>$130</td>
<td>YES</td>
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<tr>
<td><strong>Hearing Aid/Cochlear Implant Evaluation at VCOE</strong></td>
<td></td>
<td></td>
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<tr>
<td>(evaluation of a student’s hearing function while using their personal hearing device)</td>
<td>$200</td>
<td>YES</td>
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<tr>
<td><strong>(Central) Auditory Processing (CAPD) Assessment at VCOE</strong></td>
<td></td>
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<tr>
<td>(covers CAPD services through the assessment and report dissemination)</td>
<td>$750</td>
<td>YES</td>
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<tr>
<td><strong>(Central) Auditory Processing (CAPD) Post-Assessment Services</strong></td>
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<tr>
<td>(hourly rate for all consultation, communications, IEP attendance, and other related services beyond the assessment and report)</td>
<td>$130/hour billed to the ¼ hour</td>
<td>YES</td>
</tr>
</tbody>
</table>

*All staff are credentialed/certified, licensed and qualified to provide these audiology or audiometry services.

**Costs cover salary, benefits, mileage, and include pre-post clerical and administrative support, data management, student tracking, communications with school/district personnel and families, and records gathering and retention.

***All services require pre-authorization from designated district personnel.
Description of Hearing Services

1. Hearing Screening

Students in general education classrooms, and in special education classrooms for mild disabilities, are screened by an audiometrician at the school site to find students with a high probability of hearing loss and to monitor students with previous screening failure. Mandated student populations include (per Ed Code Section 49452 and CCR Title 17 Section 2951):

- Students in grades TK and/or K, 2, 5, 8, 10
  - (10th grade students must be included only if district did not submit/receive approval from state for 10th grade screening waiver)
- Students in any grade for the purpose of monitoring previous hearing screening failure
- Students referred due to teacher or parent concern
- Students at first entry into the California public school system (which would include TK/JK students)
- Students in special education at the initial entry to special education and every third year thereafter (usually corresponding with the triennial IEP assessment)
  - Special education students within general education classrooms in the mandated grades will be screened along with their peers regardless of their IEP status.
  - Special education students in special day classes for students with mild involvement (likely capable of responding with conventional procedures) in need of screening will be identified by school personnel.
  - Additional special education students with mild involvement that fall outside the mandate can be included at the discretion of school personnel.
- Second visit 2-6 weeks post initial screening to re-test failures and catch previously absent students

2. Functional Hearing Screening

- Special education students with moderate/severe involvement in special day classrooms require advanced expertise and equipment provided by an audiologist.
- Screening is mandated for students as part of the initial entry into special education and every three years thereafter (usually corresponding with the triennial assessment). Additional special education students that fall outside the mandate can be included at the discretion of school personnel.
- Students in need of functional screening by the audiologist are identified by school personnel.
- Functional screening is occurs outside of the general education mass screening and does not include a re-test session.

3. Educational Audiology Services

Educational audiology services for students who do not qualify for special education under "deaf" or "hard of hearing" eligibility (primary or secondary).

- This includes special education students with identified hearing loss but with other primary and/or secondary eligibility, as well as students with and without a 504 plan.
- Services are requested by school/district personnel and include consultation, assessment of functional listening skills in the classroom to determine the need and benefit from Hearing Assistive Technology (HAT), teacher orientation to a student's hearing loss and hearing devices, determination of accommodations, and procurement, delivery and monitoring of HAT equipment.
- Hearing Assistive Technology for these students must be pre-authorized by designated district personnel; costs per manufacturer invoice are charged to district.
4. **Audiological / Hearing Evaluation Services**

Audiological evaluations are conducted at VCOE to determine the presence and characteristics of hearing loss, provide educationally-relevant information to school personnel, and to link parents to community-based services. Students are referred by school personnel due to hearing screening failure, concern about hearing, history of known hearing loss in need of monitoring, absenteeism at screening session, or inability to comply during school-based screening. Audiological evaluations are completed at the request of school personnel, subsequent to pre-authorization by designated district personnel.

5. **Hearing Aid/Cochlear Implant Evaluations**

Hearing aid evaluations are conducted at VCOE at the referral of school personnel, with prior district authorization, to provide educationally-relevant information regarding the deaf/hard of hearing student’s auditory function with and without the use of their personal hearing devices (hearing aids or cochlear implants).

6. **(Central) Auditory Processing (CAPD) Assessment**

CAPD assessments are conducted at VCOE at the referral of school teams, with prior district authorization, to determine the student’s ability to process auditory information in relation to speech, language, learning and/or academic deficits. Most often, CAPD assessments are requested by special education school teams to further define a language deficit and/or learning disability, or to investigate a student’s unexplained underachievement. Assessment includes gathering of student records, consultation with the school team in advance of testing, comprehensive assessment, and report generation. Any additional services desired of the audiologist post-testing, such as IEP attendance and consultation with family or school/district personnel, are billed separately, as needed (see below).

7. **(Central) Auditory Processing (CAPD) Post-Assessment Services**

Subsequent to CAPD assessment, the school team may desire the audiologist to participate in the IEP meeting, consult with family or school/district personnel to explain results and recommendations, or otherwise provide CAPD expertise. These services must be pre-authorized by designated district personnel and are billed at the hourly rate, separate from the assessment fee.

**Work Schedule**

Screening and audiological services will be conducted during normal school/business hours with service dates determined via mutual agreement of VCOE Hearing Conservation, school district, and the applicable school/family.

**Payment Schedule**

Districts will be billed quarterly.
11.8. Approval of Hip Hop Mindset Contract to provide Dance Instruction

Rationale:
Hip Hop Mindset will provide dance classes that will consist of a warm up, stretching, group activities and dancing with students to Rio Rosales, Rio Lindo and Rio del Norte schools.

Financial Impact:
Fiscal Impact: 5390.00

Funding Source: General Fund

Recommended Motion:
Staff recommends approval of the contract with Hip Hop Mindset.

Attachments:
HHM
HIP HOP MINDSET AGREEMENT

Activity: HHM Dance Program

This services agreement is made on the 21ST day of April 2016 by and between Hip Hop Mindset (Provider) and Rio School District (District)

Location:
Rio Lindo Elementary
2131 Snow Ave
Oxnard CA, 93036

Begin Date: April 27, 2016
End Date: June 3, 2016

Dates:
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<td>10:30AM</td>
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<tr>
<td>Thursday</td>
<td>6/02/2016</td>
<td>12:00PM &amp; 1:15PM</td>
</tr>
<tr>
<td>Friday</td>
<td>6/03/2016</td>
<td>10:30AM</td>
</tr>
</tbody>
</table>
Total Classes: 24

FEES: $1,680.00 ($70.00 Per Class)

Class Duration: 1 Hour
Students Allowed Per Class: 30

SERVICES PROVIDED BY HIP HOP MINDSET:
Hip Hop Mindset will hold dance classes on stated dates on this agreement. One Hip Hop Mindset dance instructor will be assigned per class on the dates stated above. Each class will run for a total of one hour. Each class will consist of warming up, stretching, group activities and dancing with the students. Sound system (speaker) and facility will be provided by the school listed above.

ACKNOWLEDGMENT AND AGREEMENT

I have read this agreement and agree to its terms

[Signature]
Provider Signature (Hip Hop Mindset)

[Signature]
District (Rio School District)

4/25/16
Date

4/25/16
Date
HIP HOP MINDSET AGREEMENT

Activity: HHM Dance Program

This services agreement is made on the 21ST day of April 2016 by and between Hip Hop Mindset (Provider) and Rio School District (District)

Location:
Rio Rosales Elementary
1001 Kohala St
Oxnard CA, 93036

Begin Date: May 3, 2016
End Date: June 3, 2016

Dates:

| Tuesday     | 5/03/2016 | 2 Classes | 10:00AM & 11:00AM |
| Thursday    | 5/05/2016 | 2 Classes | 8:30AM & 9:15AM   |
| Friday      | 5/06/2016 | 2 Classes | 8:30AM & 9:15AM   |
| Tuesday     | 5/10/2016 | 2 Classes | 10:00AM & 11:00AM |
| Thursday    | 5/12/2016 | 2 Classes | 8:30AM & 9:15AM   |
| Friday      | 5/13/2016 | 2 Classes | 8:30AM & 9:15AM   |
| Tuesday     | 5/17/2016 | 2 Classes | 10:00AM & 11:00AM |
| Thursday    | 5/19/2016 | 2 Classes | 8:30AM & 9:15AM   |
| Friday      | 5/20/2016 | 2 Classes | 8:30AM & 9:15AM   |
| Tuesday     | 5/24/2016 | 2 Classes | 10:00AM & 11:00AM |
| Thursday    | 5/26/2016 | 2 Classes | 8:30AM & 9:15AM   |
| Friday      | 5/27/2016 | 2 Classes | 8:30AM & 9:15AM   |
| Tuesday     | 5/31/2016 | 2 Classes | 10:00AM & 11:00AM |
| Thursday    | 6/02/2016 | 2 Classes | 8:30AM & 9:15AM   |
| Friday      | 6/03/2016 | 2 Classes | 8:30AM & 9:15AM   |
Total Classes: 30

FEES: $2,100.00 ($70.00 Per Class)

Class Duration: 1 Hour
Students Allowed Per Class: 30

SERVICES PROVIDED BY HIP HOP MINDSET:
Hip Hop Mindset will hold dance classes on stated dates on this agreement. One Hip Hop Mindset dance instructor will be assigned per class on the dates stated above. Each class will run for a total of one hour. Each class will consist of warming up, stretching, group activities and dancing with the students. Sound system (speaker) and facility will be provided by the school listed above.

ACKNOWLEDGMENT AND AGREEMENT

I have read this agreement and agree to its terms

[Signature]
Provider Signature (Hip Hop Mindset)

[Date]
4/25/14

District (Rio School District)

[Date]
# HIP HOP MINDSET AGREEMENT

**Activity:** HHM Dance Program

This services agreement is made on the 21ST day of April 2016 by and between Hip Hop Mindset (Provider) and Rio School District (District)

**Location:**
Rio Del Norte Elementary  
2500 Lobelia Dr  
Oxnard CA, 93036

**Begin Date:** April 26, 2016  
**End Date:** May 25, 2016

**Dates:**

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<th>4/26/2016</th>
<th>2 Classes</th>
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<tr>
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<td>4/27/2016</td>
<td>2 Classes</td>
<td>8:00AM &amp; 8:45AM</td>
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<td>Tuesday</td>
<td>5/03/2016</td>
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<td>2 Classes</td>
<td>8:00AM &amp; 8:45AM</td>
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<td>Tuesday</td>
<td>5/10/2016</td>
<td>3 Classes</td>
<td>8:00AM &amp; 9:00AM &amp; 10:00AM</td>
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<td>5/11/2016</td>
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<td>5/18/2016</td>
<td>2 Classes</td>
<td>8:00AM &amp; 9:00AM</td>
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<tr>
<td>Tuesday</td>
<td>5/24/2016</td>
<td>3 Classes</td>
<td>8:00AM &amp; 9:00AM &amp; 10:00AM</td>
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<td>Wednesday</td>
<td>5/25/2016</td>
<td>2 Classes</td>
<td>8:00AM &amp; 9:00AM</td>
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</tbody>
</table>
Total Classes: 23

FEES: $1,610.00 ($70.00 Per Class)

Class Duration: 1 Hour
Students Allowed Per Class: 30

SERVICES PROVIDED BY HIP HOP MINDSET:
Hip Hop Mindset will hold dance classes on stated dates on this agreement. One Hip Hop Mindset dance instructor will be assigned per class on the dates stated above. Each class will run for a total of one hour. Each class will consist of warming up, stretching, group activities and dancing with the students. Sound system (speaker) and facility will be provided by the school listed above.

ACKNOWLEDGMENT AND AGREEMENT

I have read this agreement and agree to its terms

[Signature]
Provider Signature  (Hip Hop Mindset)
Date  4/21/2014

[Signature]
District  (Rio School District)
Date  4/25/14
Agenda Item: 11.9. Approval of Contract Extension for Godoy Studios

Speaker: Superintendent Puglisi

Rationale: Godoy Studios will continue to provide video and multimedia production services.

Financial Impact: Financial Impact: 11,500.00

Funding Source: LCFF

Recommended Motion: Staff recommends approval.

Attachments:
Agenda Item: 11.10. Approval of Typing Agent Contract for Student Keyboard Software

Quick Summary / Abstract:

Rationale: Improving student keyboarding skills is a critical component of proficiency computers. For several years, the District used Typing Pal as the platform for students to learn and practice their skills. However, middle schools in particular found the software to be a challenge, because it didn't have levels high enough for kids at higher levels. Elementary schools also found that many students in grades four and five could easily reach the limits of the software. This year we piloted the use of a different program, Typing Agent. Feedback from teachers is that it is much better for older students, and at the same time does well with younger students just learning basic skills. For this reason, staff recommends moving to Typing Agent as the software for students to use to learn and practice their keyboarding skills.

Financial Impact: $5,000

Source: General Fund

Recommended Motion: Staff recommends approval of the contract of Typing Agent.

Attachments:
Typing Agent Quote
Rio School District  
Jay Sorensen  
2500 E Vineyard Ave  
Oxnard CA 93036-1240

<table>
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<th>Item</th>
<th>Description</th>
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<th>Quantity</th>
<th>Price ($)</th>
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<tbody>
<tr>
<td>Typing Agent</td>
<td>Expire Date: Mar 11, 2017, Students Allowed: 5000, Order Type: First Order 4.2</td>
<td>5,000.00</td>
<td>1</td>
<td>5,000.00</td>
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</tbody>
</table>

NOTES: We can add a proration through end of year as well to get on a yearly July 31 renewal date.

Subtotal: 5,000.00

Estimate Total (USD): $5,000.00

Thank you for requesting an estimate for Typing Agent.

To accept this accept simply click "Accept" at the top of the page and an invoice will be automatically generated and you and your students will be able to jump right in and start using Typing Agent right away. Payments are due 30 days from time of invoicing.

Questions? E: support@typingagent.com P: 425.880.2500
11.11
Agenda Item: 11.11. Approval of the Contract with Redbird Advanced Learning Contract

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Rationale:

In 2013, Stanford University selected Redbird Advanced Learning to co-develop the next generation of its acclaimed, adaptive digital curriculum and blended learning implementation programs. Redbird granted an exclusive, perpetual license to the university's K-12 learning program, and guided by a commitment to continuing Stanford research, Redbird is building on the Stanford EPGY legacy of serving K-12 students and educators with best-in-class digital learning products and services. In addition, Redbird is expanding research collaborations and sponsorships with organizations and departments throughout the university. Specifically, Redbird has formed research partnerships with the Department of Mathematics, the Center for Study of Language and Information, and the Graduate School of Education. Led by a pioneering group of education and technology experts, the Redbird Advanced Learning team also included many researchers, developers, and implementation specialists from the originating Stanford program. Redbird Advanced Learning is guided by the immense knowledge and ground-breaking contribution of collaborators who continue Redbird-sponsored research at Stanford University.

Scope of Project

1. 21st Century Professional Learning Platform • Build capacity for next generation classroom mindset and instructional deliver. • Course Library includes the following modules (20+ hours of professional learning): o Introduction to Blended Learning (3-5 hours) o Technology Integration (4-5 hours) o Advanced Blended Learning (4-5 hours) o Project-based Learning (3-5 hours) o GAFE Level 1 Training (3-5 hours)

2. 21st Century Learning Professional Learning and Ongoing Support • Building Capacity across district and school leadership and teachers • On-Site Observation and Implementation Reviews • Leadership Coaching • Program Management • Blended learning implementation support for School Leaders and Teachers

DESCRIPTION OF COURSES, SERVICES, AND FEES PLATFORM LICENSES and PROFESSIONAL DEVELOPMENT SERVICES Description Cost/Unit # of Units Total Cost

*REDBIRD PROFESSIONAL LEARNING PLATFORM annual teacher licenses, including access to currently available courses: Blended Learning (3 Modules), GAFE & PBL).1 $150/teacher per year 241 $36,150

*REDBIRD PROFESSIONAL LEARNING PLATFORM teacher training to ensure increased usage over 2015-2016 $2500/day 3 $7,500

*On-Site Observation and Implementation Review Visits (twice a year, 2-3 hours per site) $750/site 16 $12,000
*Leadership Coaching (building internal capacity for observation and coaching within Rio) $250/hr 20 $5,000 Ongoing implementation and Client Care support to leadership (monthly 30 min check-in meetings) Included N/A Included

*Ongoing review and checks of teacher progress to assess and ensure high quality work product Included N/A Included

Platform Licenses & Professional Development Services Subtotal $60,650 TEACHER TRAINING AND IMPLEMENTATION SUPPORT SUBTOTAL $60,650 Partnership Discount (10%) ($6,065) TOTAL $54,585

Financial Impact: $54,585 which will be paid with Title II funds

Recommended Motion: Staff recommends board approval of Redbird Advanced Learning Contract.

Attachments:
Redbird PD proposal
REDBIRD ADVANCED LEARNING is uniquely positioned at the intersection of rigorous academic research and highly innovative technology. Our solutions combine the latest advances in adaptive learning, educational gaming, and STEM-themed digital project-based learning with blended learning implementation tools and services all designed to maximize student achievement.

Project Description and Fee Structure
Rio School District
Oxnard, CA
Professional Development Services

For questions regarding this proposal, please contact Jason Green, Executive Director; jason.green@redbirdlearning.com or 646.391.9010
PROJECT DESCRIPTION and Fee Structure for
Rio School District, Oxnard, CA

June 30, 2016 - June 30, 2017

SCHOOL IMPLEMENTATION

What is the point of technology if teachers are not excited and prepared to use it?

ABOUT REDBIRD ADVANCED LEARNING

Grounded in foundational and ongoing research by Stanford University, Redbird Advanced Learning is uniquely positioned at the intersection of learning science and advanced technology.

In 2013, Stanford University selected Redbird Advanced Learning to co-develop the next generation of its acclaimed, adaptive digital curriculum and blended learning implementation programs. Granted an exclusive, perpetual license to the University’s K-12 online learning programs, and guided by a commitment to continuing Stanford research, Redbird Advanced Learning is building on the Stanford’s legacy of serving K-12 students and educators with best-in-class digital learning products and services. In addition, Redbird Advanced Learning is expanding research collaborations and sponsorships with Stanford’s Department of Mathematics, Center for the Study of Language and Information, and Graduate School of Education.

REDBIRD ADVANCED LEARNING’S MISSION IS TO TRANSFORM LIVES BY HARNESSING THE POWER OF RESEARCH, TECHNOLOGY, AND INNOVATION. BY COMBINING THE RESEARCH CAPABILITIES OF STANFORD UNIVERSITY WITH ADVANCED LEARNING TECHNOLOGIES, WE OFFER INNOVATIVE EDUCATIONAL SOLUTIONS THAT HELP STUDENTS ACHIEVE THEIR ULTIMATE POTENTIAL.

ABOUT REDBIRD PROFESSIONAL LEARNING PLATFORM

Redbird Advanced Learning collaborated with Stanford University’s Graduate School of Education (GSE) to reimagine professional development for the 21st century. One of the outcomes of this collaboration is REDBIRD PROFESSIONAL LEARNING PLATFORM, a highly personalized virtual learning experience that prepares teachers for blended and digital instruction environments. Modules are highly engaging, self-paced, and self-directed and include opportunities for teachers to collaborate virtually and in-person. For information about included modules, see Scope of Project below.

HIGHLY ENGAGING

REDBIRD PROFESSIONAL LEARNING PLATFORM is comprised of the most up-to-date professional development experience focused on preparing teachers for 21st century classrooms. It is delivered using a blend of meticulously crafted short videos, interactive activities, texts, social learning, collaborative exercises, and instructor guidance that engage, challenge, and ultimately inspire teachers.

Content is organized into modules consisting of tiles, each providing approximately 20 minutes of independent learning and 20 minutes of optional small group instruction and application to meet the needs of on-the-go teachers. Focus and engagement is maintained throughout the learning experience through our 5 modes of learning—Guide, Learn, Apply, Connect and Dive—placed consistently and color-coded across the tiles.

1. Guide: One-minute video from course instructor introduces tile’s topic and learning objectives. Teachers may elect to interact with the tile’s Redbird Professional Learning Specialist via email (maximum response time is 48 hours).
2. Learn: Teachers view 3-4 minute videos that are engaging and filled with substantive content, not just talking heads and PowerPoints. Videos are accompanied by related text.
3. Apply: Teachers are provided with a simulation of practice opportunity. Here, teachers complete an interactive activity, applying the tile’s content to a real-life situation.

1999 Harrison St, Ste 1900, Oakland, CA 94612
4. **Connect:** Teachers connect with their peers by sharing opinions and by responding to questions posed by the platform to the community of participating teachers via a Twitter-like social media thread, all of which is designed to encourage grassroots sharing of pedagogy.

5. **Dive:** Teachers have the incentivized opportunity to dive deeper into a tile's concept.

**SELF-PACED**

**REDBIRD PROFESSIONAL LEARNING PLATFORM** is a web-based resource that is available to teachers, school administrators, and school district administrators 24/7 from a PC, laptop, or internet-enabled device.

**SELF-DIRECTED**

Teachers are not limited to moving through the tiles in a pre-determined order. While our organization of tiles suggests a logical and scaffolded approach, teachers are free to follow their interests within the module by completing the tiles in the order of their choosing. By avoiding a one-size-fits-all approach, **REDBIRD PROFESSIONAL LEARNING PLATFORM** encourages teachers to take ownership of their learning and fully engage with the material. By delivering training in 30-45 minute blocks of time, teacher retention of information is increased.

**SCOPE OF PROJECT**

**OVERVIEW**

This partnership between Redbird Advanced Learning and Rios School District involves the ongoing implementation of **REDBIRD PROFESSIONAL LEARNING PLATFORM** to build capacity for next generation classroom mindset and instructional delivery. The partnership involves these two components:

1. **REDBIRD PROFESSIONAL LEARNING PLATFORM**
2. **21st CENTURY LEARNING PROFESSIONAL LEARNING AND ONGOING SUPPORT**
   - Building capacity across school leadership and teachers
   - Program Management
   - Blended Learning Implementation support for School Leaders and Teachers

**PROGRAM MANAGEMENT**

Redbird Advanced Learning will provide Rio School District with designated Program Management support personnel, who will coordinate all aspects of this project, including:

- Staff and teacher enrollment,
- Staff and teacher orientation to the platform,
- Ongoing implementation and technical support.

**Professional Learning Workshops for Teachers**

Optional: Redbird proposes to provide two in-person professional development workshops to participating teachers. These sessions will be determined based upon the ongoing needs of the teachers and the recommendations of school leadership. The sessions will be 2-3 hours in duration. Redbird will provide four workshops over the course of the school year. See Appendix 1 for the course table-of-contents.

**Coaching Sessions for Administrator and Teacher Leaders**

Optional: Redbird proposes to provide up to three coaching sessions for administrators and/or teacher leaders. These sessions will be determined based upon the recommendations of school leadership. The sessions will be 2-4 hours in duration.
COURSE LIBRARY

Participating users may have access to currently available courses in the library which includes the following modules (20+ hours of professional learning):

* Introduction to Blended Learning (3-5 hours)
* Technology Integration (4-5 hours)
* Advanced Blended Learning (4-5 hours)
* Project-based Learning (3-5 hours)
* Google Apps for Education (3-5 hours)

COURSE LICENSES

Redbird Advanced Learning will provide software licenses as described in the Description of Courses, Services, and Fees.

RIÓ SCHOOL DISTRICT: REQUIRED SUPPORT FOR THE PROJECT

DESIGNATED COORDINATOR

Rio School District will provide a designated implementation coordinator to oversee this project, including transfer of teacher data (if applicable), scheduling of teachers for orientation and workshops, and communication regarding questions and issues that may arise during the implementation of REDBIRD PROFESSIONAL LEARNING PLATFORM.

TECHNICAL REQUIREMENTS

Rio School District verifies that their technical infrastructure meets the requirements for Redbird Advanced Learning course usage and will provide technical specifications and the support of a technical coordinator as needed to assure proper operation of the Redbird Advanced Learning courses in the Rio School District environment.

THIS SECTION IS INTENTIONALLY BLANK, PLEASE PROCEED TO THE FOLLOWING PAGE
## DESCRIPTION OF COURSES, SERVICES, AND FEES

### PLATFORM LICENSES and PROFESSIONAL DEVELOPMENT SERVICES

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<tr>
<th>Description</th>
<th>Cost/Unit</th>
<th># of Units</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>REDBIRD PROFESSIONAL LEARNING PLATFORM annual teacher licenses,</td>
<td>$150/teacher</td>
<td>241</td>
<td>$36,150</td>
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<td>including access to currently available courses: Blended Learning (3 Modules),</td>
<td>per year</td>
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<td>GAFE &amp; PBL). ¹</td>
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<td></td>
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<tr>
<td>REDBIRD PROFESSIONAL LEARNING PLATFORM teacher training to ensure</td>
<td>$2500/day</td>
<td>3</td>
<td>$7,500</td>
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<td>increased usage over 2015-2016</td>
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<tr>
<td>On-Site Observation and Implementation Review Visits (twice a year, 2-3</td>
<td>$750/site</td>
<td>16</td>
<td>$12,000</td>
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<tr>
<td>hours per site)</td>
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<tr>
<td>Leadership Coaching (building internal capacity for observation and</td>
<td>$250/hr</td>
<td>20</td>
<td>$5,000</td>
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<td>coaching within Rio)</td>
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<tr>
<td>Ongoing implementation and Client Care support to leadership (monthly</td>
<td>Included</td>
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<tr>
<td>30 min check-in meetings)</td>
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<tr>
<td>Ongoing review and checks of teacher progress to assess and ensure</td>
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<td>Included</td>
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<td>high quality work product</td>
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<td>Platform Licenses &amp; Professional Development Services Subtotal</td>
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<td></td>
<td>$60,650</td>
</tr>
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</table>

**TEACHER TRAINING AND IMPLEMENTATION SUPPORT**

| SUBTOTAL                                                   | $60,650   |
| Partnership Discount (10%)                                | ($6,065)  |
| TOTAL                                                     | $54,585   |

1. Teacher License provides access to a single named teacher for one year from the effective date. Teacher licenses are non-transferable.
2. School site observations will be scheduled, 2 per day during the first 3 months and 6-9 months into the implementation.

My signature below indicates that I am an authorized representative of my organization, and I have reviewed, understand and accept all terms outlined in this proposal describing the partnership between REDBIRD ADVANCED LEARNING and Rio School District.

REDBIRD ADVANCED LEARNING, LLC

Name: Jason T. Green
Title: Executive Director, School Programs
Date:

Rio School District

Name: 
Title: 
Date:

1999 Harrison St, Ste 1900, Oakland, CA 94612
APPENDIX 1 - REDBIRD PROFESSIONAL LEARNING PLATFORM

THE REINVENTION OF PROFESSIONAL DEVELOPMENT

REDBIRD ADVANCED LEARNING INTRODUCES THE REDBIRD LEARNING PLATFORM

A REVOLUTIONARY, RESEARCH-BASED APPROACH DESIGNED TO PREPARE EDUCATORS FOR 21ST CENTURY LEARNING.

Standards are changing. Classrooms are evolving. New tools are emerging. Students are more technologically proficient than ever before. As a result, how we teach needs to change. To help educators with this transition, Redbird has developed solutions based on pioneering Stanford University research on professional learning.

Redbird Advanced Learning has collaborated with Stanford's Graduate School of Education to rethink professional development. The result is the Redbird Professional Learning Platform, a revolutionary experience that integrates the best practices and research of highly effective training and development into a dynamic virtual environment.
# Table of Contents

**Experience Blended Learning Course**

## Module 1: Introduction to Blended Learning

<table>
<thead>
<tr>
<th>Sections</th>
<th>Tile Number</th>
<th>Tile Name</th>
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<td>Learners in The 21st Century Classroom</td>
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<tr>
<td></td>
<td>2</td>
<td>The Technology-influenced Classroom</td>
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<td>3</td>
<td>The 21st Century Teacher</td>
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<td>What and Why Blended Learning? (Definition and Benefits)</td>
<td>4</td>
<td>A Blended Learning Solution</td>
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<td>5</td>
<td>The SAMR Framework and Redefining Instruction</td>
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<td>Blended Learning Models &amp; Your BL Transformation</td>
<td>6</td>
<td>Blended Learning Models In Action</td>
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<td>7</td>
<td>Building a BL Culture In Your Classroom</td>
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<td>8</td>
<td>Rethinking Instructional Design through BL and Universal Design for Learning</td>
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<td>Transforming Traditional Classrooms</td>
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## Module 2: Tech Integration

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<td>1</td>
<td>Understanding &amp; Exploring Digital Curriculum</td>
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<td>Selecting the Right Digital Curriculum</td>
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<td>3</td>
<td>Applying Digital Curriculum in a Real Setting</td>
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<td>4</td>
<td>Discovering Useful Apps &amp; Tools</td>
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<td>Expanding Modalities w/ Digital Tools</td>
<td>5</td>
<td>Introduction to Google Apps for Education</td>
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<td></td>
<td>6</td>
<td>Applying SAMR to our New Tools</td>
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<td></td>
<td>7</td>
<td>Creating Effective Online Discussions</td>
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<tr>
<td>Lesson Planning: Building on What I Do Well</td>
<td>8</td>
<td>Reinventing Your Lesson Plans</td>
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<td>A Blended Learning Lesson Plan</td>
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<td>Creating a Dynamic Learning Community</td>
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<td>Digital Citizenship</td>
<td>11</td>
<td>Digital Citizenship - Awareness &amp; Protection &amp; Networking In the New World</td>
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<td>12</td>
<td>Digital Citizenship - Footprints in the Cyber-Sand</td>
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## Module 3: Advanced Blended Learning

1999 Harrison St, Ste 1900, Oakland, CA 94612
GAFE Level 1 Training

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<td>Benefits of a Digital Classroom</td>
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<td>2</td>
<td>Digital Citizenship</td>
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<td>The How Behind the Apps</td>
<td>3</td>
<td>Exploring Google Apps for Education</td>
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<td>4</td>
<td>Understanding and Applying Drive</td>
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<td>Understanding and Applying Classroom</td>
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<td></td>
<td>6</td>
<td>Understanding and Applying Docs</td>
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<td>The Power of Data</td>
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<td>Understanding and Applying Forms</td>
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<td>Leveraging the Power of a</td>
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<td>Gathering and Analyzing Student Data</td>
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<tr>
<td>Community</td>
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# Table of Contents

## Project Based Learning

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<td>Create Your Own PBL</td>
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Agenda Item: 11.12. Approval of Contract with OxBlue-Surveillance System for the new RSD K8 STEAM School Site

Speaker: Superintendent Puglisi

Rationale: Oxblue will provide surveillance and a time-lapse video of the K8 STEAM Site. The system also provides multiple security levels and automated project reports.

Attachments: Oxblue
1777 Ellaworth Industrial Blvd NW
Atlanta, GA 30318

**QUOTE**

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**SHIP TO:**

| John Puglisi |
| Rio School Dist |
| 3300 Cortez St |
| Oxnard, CA 93030 |

**OXBLUE CONTACT**

| Callie Bodin |
| FedEx Ground |
| OxBlue |
| Due Upon Receipt |

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**Notes:**
Solar power stations are available. Please advise if you would like a quote for your specific location.

OxBlue Corporation accepts payments by ACH, check, or credit card. Purchase subject to OxBlue standard terms and conditions [here](http://oxblue.com/buy/terms_and_conditions) unless otherwise noted. Warranty terms and conditions are available at OxBlue.com. This quote is valid for 30 days.

Questions? Contact Callie Bodin at (404) 554-1473 or cbodin@oxblue.com

**Contract Prepay (Discount):**
OxBlue Corp shall provide construction camera services (transmission, archiving and remote support) to Customer for an initial term as listed herein. The term shall start 10 days after shipment of the camera hardware by OxBlue ("Effective Date"). Upon completion of the Initial Prepay + Contract term, the discount shall terminate and OxBlue's standard pricing and terms of service shall apply.

**Agreed to By:** ___________________________ **Date:** ________________

Thank you for your business.
Agenda Item: 11.13. Contract for eRate Consulting Services

Speaker: Mike Vollmert

Quick Summary / Abstract: The District's contract for eRate Consulting Services is up for renewal. The District has worked with CSM consulting for over 10 years. Staff is recommending renewal of the contract with CSM.

Rationale: Rio School District benefits from the use of eRate discounts for internet connections and certain internal network equipment by saving between 85% and 90% on the costs of those services and equipment. Keeping up with the changes and nuances of eRate legislation, dealing with audits and monitoring discounts is a complex and specialized endeavour. Rio has been using CSM consulting for a number of years, and their history with the district and expertise in the eRate field has proven to be invaluable and cost-effective.

Financial Impact: Fiscal Impact: $12,600 per year for two years.

Funding Source: General Fund

Recommended Motion: Approve the contract with CSM Consulting for eRate services.

Attachments: CSM eRate Contract
April 2016

RE: E-Rate consulting contract renewal

Attached please find a signed electronic copy of our renewal agreement for E-Rate consulting services for the upcoming file year(s). If the District requires a hard copy of this agreement in lieu of the attached electronic version, please do not hesitate to let us know by emailing a request to contracts@csmcentral.com.

Please note that the final page of the agreement contains our Letter of Agency (LOA), which allows us to effectively communicate with the Schools and Libraries Division and service providers regarding the District's E-Rate program. Please copy this page on District letterhead before signing and returning the renewal agreement.

Please feel free to return one copy of the executed agreement via email or postal service to either of the following destinations:

Via email:
contracts@csmcentral.com

Via postal service:
CSM Consulting, Inc.
Attn: Contracts
PO Box 4408
El Dorado Hills, CA 95762

We look forward to working with the District as we begin another year of successful E-Rate filing. Please feel free to contact anyone from our team if you have any questions or concerns regarding the renewal agreement.

Sincerely,

David Cichella
Vice President
CONTRACT FOR E-RATE COMPLIANCE SERVICES

This agreement is made and entered by and between Rio Elementary School District, a local education agency ("District") and CSM Consulting, Inc., a California Corporation ("Consultant").

RECITALS

A. District desires to have a Consultant to prepare documentation, forms and applications regarding the Federal Communications Commission ("FCC") E-Rate program.

B. District has the authority to enter into an Agreement with a Consultant for purposes of complying with the FCC E-Rate program.

C. Consultant is duly qualified to provide the services called for in this Agreement in consideration for the fee stipulated in this Agreement.

I. CONSULTANT'S RESPONSIBILITIES – SCOPE OF SERVICE

1. Shall provide to District completed forms and processes related to all Category One and Category Two applications of the Federal Communications Commission E-Rate filings with the schools and library division ("SLD") during the term of this Agreement as shown in Section IV. 1. Services provided under this agreement to include the following:

   a. Advise and coordinate the preparation and filing of FCC Forms: 470, 471, 486 and 500.
   b. Advise and coordinate the preparation and filing of:
      o Item 21 Attachments
      o Form 472 (Billed Entity Applicant Reimbursement Form BEAR) and/or vendor specific discount forms (i.e. Data Gathering Form, Existing Services List, etc.)
      o Implementation Deadline Extension Request (ImDER)
      o Invoice Deadline Extension Request (IDER)
      o Service Provider Identification Number (SPIN) Change Requests
      o Service Substitution Requests
      o Service Certifications
      o Program Integrity Assurance (PIA)
      o Payment Quality Assurance (PQA) requests
      o Invoice reconciliation for previous funding year disbursements

2. Act as District's main point of contact with the SLD.

3. Advise District on E-Rate compliance including updates on rule or regulatory changes, as applicable.

II. DISTRICT RESPONSIBILITIES

1. Provide all required information and data for filing all forms with the SLD in a timely manner and all required and requested data for filing the Form 471 at least thirty (30) days prior to USAC's Form 471 filing deadline.

2. Take such official action, such as review of Consultants drafts and promptly sign and return all forms required for filing with a third party in a timely manner so that Consultant can perform its obligations under this Agreement.
3. Promptly pay Consultant its fee for services rendered. All payments are due and payable within 30 days after delivery to the District of the invoice.
4. Sign, date and certify all forms filed by Consultant on District’s behalf.

III. COST

1. Pricing. The cost for services rendered regarding the E-Rate application process, as referred to in Section I of this agreement, will be invoiced and due to the Consultant as follows:

   Base contract amount ("Base Amount") of **$12,600**

   Invoices for the Base Amount will be provided monthly (or quarterly) continuing through June 30 of each respective Term of this Agreement.

   The amounts in this section do not include any costs related to additional Professional Services offered by Consultant that may be requested by the District as shown in Section IV., 4. and 5 below.

IV. MISCELLANEOUS

1. Term. The initial term ("Term") of this agreement shall be one (1) year commencing as of July 1, 2016, or upon execution (whichever is later), through June 30, 2017. Thereafter, the Term of this Agreement shall automatically renew for successive one (1) year Term(s) unless one party provides written notice to the other party at least ninety (90) days in advance of the end of the existing Term that it does not wish to renew the Term of this Agreement.

2. Modifications. This Agreement may be modified only by a written amendment to this Agreement, executed by both parties.

3. Independent Contractor. While engaged in carrying out and complying with the terms and conditions of the Agreement, Consultant is an independent contractor and not an officer, employee, or agent of the District.

4. Additional Professional Services not included in SECTION I CONSULTANT RESPONSIBILITIES – SCOPE OF SERVICE.
   A. Services and costs in this section are not included in Section I (Consultant Responsibilities – Scope of Service) and Section III (Cost). At the written request of the District, the Consultant may provide the additional Professional Services listed below, based upon the following hourly rates.

   | Officer/Principal       | $175 per hour |
   | Information Technology Consultant/Director | $150 per hour |
   | Lead Consultant         | $120 per hour |
   | Specialist              | $80 per hour  |

   An authorized agent of the District may request the services below via written request to the Consultant. The Consultant will provide the District with an estimate of the number of hours and rates to complete the requested task. Consultant will provide a quote in the form of an email, hard copy quote, electronic copy quote or other means, as appropriate and acceptable to the District and Consultant. These Professional Services may include but are not limited to the following:
5. **E-Rate Doc-U-Manage Software** (Optional Service). Consultant will provide online document management software allowing for multi-user access to maintain documents in an organized manner to meet the USAC 10-year requirement and provide an efficient document management system for the District. The annual license fee for the software is $0.55 per student from the 1st Period Principal Apportionment CALPADS enrollment.

Please check the appropriate box for designation of service  □ Yes  □ No

6. **Conflict of Interest.** No business or personal relationship exists between any school employee and the service provider.

7. **Attorney’s Fees and Costs.** In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.

8. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected.

9. **Notices.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with a United States Post Office for delivery by first class certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice in writing, to the other party.
10. **Limitation of Liability.** The aggregate liability in connection with any claim arising out of or relating to this agreement whether in contract, tort or otherwise, shall be limited to an amount equivalent to the fee(s) paid by the District to Consultant for services performed pursuant to this Agreement. Consultant shall not in any circumstances be liable to District, whether in contract, tort or otherwise, for any special, indirect, incidental, or consequential damages of any kind whatsoever whether Consultant is made aware in any way due to, resulting from, or arising in connection with the services performed by Consultant pursuant to this Agreement. District’s right to monetary damages listed above in that amount shall be in lieu of all other remedies that District may have.

11. **Governing Law.** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of California.

12. **Authority.** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.

13. **Entire Agreement.** This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

Executed in ______________________ This _______ day of ________________________, 2016.

[Signature]

David T. Cichella, Vice President

_________________________________ Title ________________________________

_________________________________ Print Name ________________________________

Rio Elementary School District
AUTHORITY TO COMMUNICATE – Letter of Agency (LOA)

This ATC/LOA (Agreement) entered into on this ________ day of __________, 2016 by and between CSM Consulting, Inc., Consultant Registration Number 16043564, a California Corporation ("Consultant") and Rio Elementary School District, a local education agency ("District"). Consultant’s authority to communicate shall remain in effect during the term of the “E-Rate Services” consulting contract.

Consultant and District determines it is necessary to prepare documentation, forms and applications regarding the Federal Communications Commission ("FCC") E-Rate program.

District grants to Consultant the authority to investigate and communicate, in any form, with any telecommunication company, service provider, the FCC or the Schools and Libraries Division with regard to the E-Rate Program on District’s behalf. Consultant acknowledges that nothing contained herein shall constitute a principal and agent relationship or be construed to evidence the intention of the District to constitute such. The District represents and warrants that the officer executing this Agreement has been duly authorized.


Rio Elementary School District

Name: ________________________________

Print Name: ________________________________

Title: ________________________________
Agenda Item: 11.14. Approval of Purchase of Additional TVs for PADDLE

Speaker: Superintendent Puglisi

Rationale: Additional TVs purchased will be for the teachers that have completed the next phase of the PADDLE series.

Financial Impact: Financial Impact: 8,049.00

Funding Source: Technology

Attachments:
PaddleTV
### Sales Quotation

**Billing Information**

**BILL TO:**
RIO SCHOOL DISTRICT  
2500 E VINEYARD AVE  

**Accounts Payable**
OXNARD, CA 93036-1239  
Contact: KATHRYN ARAGON  
805.485.3111  

**Customer Phone #** 805.485.3111  
Customer P.O. # TV QUOTE

**Shipping Information**

**SHIP TO:**
RIO SCHOOL DISTRICT  
Attention To: KATHRYN ARAGON  
2500 E VINEYARD AVE  

**Exemption Certificate**

**Account Manager:** CHARLEEN CHU 866.338.5578

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| 3693674 | SAMSUNG 32" LED 1080P 60 CMR  
Mfg#: UN32J5003AFXZA  
Contract: CalISAVE Technology Contract 527663 527683 | 282.97 | 7,357.22 |
| 654810 | RECYCLING FEE 15" TO LESS THAN 35"  
Contract: Standard Pricing  
Fee Applied to Item: 3693674 | 4.00 | 104.00 |

**Subtotal**  
7,461.22

**Freight**  
0.00

**Tax**  
588.58

**Total**  
8,049.80

---

CDW Government  
230 North Milwaukee Ave.  
Vernon Hills, IL 60061  
Fax: 312.705.9133

Please remit payment to:  
CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

---

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at [http://www.cdwg.com/content/terms-conditions/product-sales.aspx](http://www.cdwg.com/content/terms-conditions/product-sales.aspx)  
For more information, contact a CDW account manager.
Agenda Item: 11.15. Approval of Contract Renewal with Edulink FY 2016/2017

Speaker: Superintendent Puglisi

Rationale: Edulink is the parent communication system the district uses to send out mass communication via phone or email system.

Financial Impact: Financial Impact: 6732.00
Funding Source: LCFF

Recommended Motion: Staff recommends approval.

Attachments: Edulink
# Invoice

**Edulink Systems**

1111 E. Katella Ave, Suite 220
Orange, CA 92867
Tel: (714) 941-5140
Fax: (714) 941-5141
www.edulinksys.com

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**Bill To:**

Rio Elementary School District  
Attn: Accounts Payable  
2500 Vineyard Ave  
Oxnard, CA 93036-1309

**Ship To:**

Rio Elementary School District  
Attn: Accounts Payable  
2500 Vineyard Ave  
Oxnard, CA 93036-1309

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| Intouch P... | Intouch™ Parent Notification Service (4,488 Students)  
ASP notification service designed for K-12. Includes unlimited calling capability for an unlimited number of users.  
Rate: $1.50 Per Student  
Contract Term: July 1, 2016- June 30, 2017 |

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**PAYMENT INSTRUCTIONS:**

Please send Purchase Orders and checks to Edulink Systems, Inc at the address listed above.

Please contact Lisa Freeman at (888) 336-7177 Ext. 212 or lisa@edulinksys.com with any questions or cancellations. Thank you.

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Agenda Item: 11.16. Approval of Destiny Software Follett Contract Renewal FY 1617

Speaker: Superintendent Puglisi

Rationale: Increased student access to resources in the library continues to be a key focus of the Rio Foundation, Superintendent and Educational Service Offices.

As part of this initiative librarians have been provided with Destiny software system, desktop computers, two student netbooks, and a nook with the long-term goal of increasing and integrating technology in each of the eight school libraries.

Financial Impact: 12,792.00

Funding Source: Lottery Funds

Recommended Motion: Staff recommends approval.

Attachments:
# RENEWAL QUOTE

**Follett**

**RIO ELEM SCH DIST**  
2500 VINEYARD AVE  
OXNARD CA 93036-1309

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**Quote Summary**

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**ATTENTION LIBRARIAN OR TECHNOLOGY COORDINATOR**  
**NOTICE OF PAYMENT DUE**

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<tr>
<td><strong>TOTAL</strong></td>
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<td></td>
<td></td>
<td>$1,599.00</td>
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<tr>
<td><strong>RIO ROSALES SCH - 0414986</strong></td>
<td></td>
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<td>48206P</td>
<td>12</td>
<td>08/31/2016</td>
<td>08/31/2017</td>
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<td>08/31/2016</td>
<td>08/31/2017</td>
<td>$599.00</td>
</tr>
</tbody>
</table>

**Site Total | $1,599.00**

**THANK YOU FOR CHOOSING FOLLETT**  
**WE APPRECIATE YOUR CONTINUED BUSINESS.**
## RENEWAL QUOTE

### Quote Details

<table>
<thead>
<tr>
<th>Item Number / Description</th>
<th>Renewal Months</th>
<th>Current Expiration Date</th>
<th>New Expiration Date</th>
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<td>$150.00</td>
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<td>RIO VISTA INTERM SCH - 0415366</td>
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</tr>
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</table>

Site Total | $1,599.00

---

**End of Quote**

---

THANK YOU FOR CHOOSING FOLLETT
WE APPRECIATE YOUR CONTINUED BUSINESS.
Agenda Item: 11.17. Approve Change Order for an increase to PO G15-0001 for Balfour Beatty's services for January 2016 through June 2016.

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: At the January 21, 2015 meeting of the governing board, Balfour Beatty was selected to provide Program and Construction Management Services for the Rio School District Measure G Bond Program.

The original fiscal approval from Balfour Beatty covered services for the first year.

Approval of additional funds to finish out the 2015-16 fiscal year is requested.

The additional funds are based on an estimate through June 30, 2016.

Financial Impact: Financial Impact: $370,000.00

Funding Source: Measure G

Recommended Motion: Staff recommends the approval of the increase of PO G15-0001 for the 2015/2016 fiscal year.

Attachments:
Agenda Item: 11.18. Approve the contract from M/M Mechanical, Inc. for unforeseen site repairs required during the renovation of the courtyard at Rio Del Valle Middle School.

Rationale: Additional work is required at Rio Del Valle Middle School that was unforeseen that surfaced at the time of the renovation of the courtyard. The work included plumbing repairs and replacement of piping and drains.

Financial Impact: Financial Impact: $33,867.65

Funding Source: Measure G

Recommended Motion: Staff recommends that the proposal is approved for the repairs and installation of new plumbing at Rio Del Valle.

Attachments:
Proposal from M/M Mechanical
**Contract Invoice**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>EL RIO UNIFIED CLEANED ALL. STORM DRAINS</td>
<td>33,203.58</td>
</tr>
<tr>
<td>OF YEARS AND YARDS OF SAND/MUD. REPLACED HOSE BIBS</td>
<td></td>
</tr>
<tr>
<td>REPLACED OLD TRANSITE WATER AND STEEL GAS PIPING</td>
<td></td>
</tr>
<tr>
<td>UNDER NEW FLAT WORK, REMOVED CONCRETE</td>
<td></td>
</tr>
<tr>
<td>AND INSTALLED ADDITIONAL DRAINS REQUIRED TO GET PROPER GRADES.</td>
<td></td>
</tr>
<tr>
<td>ALSO ASSISTED AND INSTALLED IRRIGATION PIPING FOR DISTRICT</td>
<td></td>
</tr>
<tr>
<td>NO CHARGE FOR OVERTIME</td>
<td></td>
</tr>
<tr>
<td>BOND PER VC @ 2%</td>
<td>664.07</td>
</tr>
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</table>

A service charge of 0.00 % per annum will be charged on all amounts overdue on regular statement dates.

Terms: All Invoices are due and payable within 30 days of receipt.

Please make check payable to: M/M Mechanical, Inc.

Thank you for your prompt payment!

Invoice Total: $33,867.65
Retention: $0.00
Amount Due: $33,867.65
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<thead>
<tr>
<th>ITEM NO.</th>
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<th>Unit Cost</th>
<th>EQUIPMENT / ODC CO.</th>
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<td>70.44</td>
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<tr>
<td>2</td>
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<td>FT</td>
<td>1.10</td>
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<td>375.00</td>
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</table>

**SUBTOTAL:** $1,445.87

**CHANGE ORDER PROPOSAL SUMMARY**

| MATERIALS | 1444.87 |
| SALES TAX 6.00% | 130.13 |
| SUBTOTAL | 1576.00 |
| FREIGHT AND HANDLING 5.0% | 0.00 |

**TOTAL MATERIALS**

| LABOR | 18482.50 |
| EQUIPMENT | 7814.18 |

**DIRECT COSTS**

| OVERHEAD 18.0% | 28872.68 |
| BOND PER VC 2.0% | 4330.90 |

**TOTAL COST QUOTATION**

$33,887.65
**M/M MECHANICAL, INC.**
1027 Cindy Lane, Carpenteria, CA 93013-2905
Ph: 805/745-1126  Fx: 805/745-1116

**CUSTOMER INFORMATION**

NAME: **Jews**
ADDRESS: 2100 N. Rose Ave
CITY: Oxnard  STATE: CA  ZIP: 93036
PHONE: (805) 485-3119

CUSTOMER ORDER #: **206**

TO BE QUOTED □  EXTRA/T&M WORK √

**JOB INFORMATION**

JOB NAME/NUMBER/LOT #: **Reo Del Valle Jr.**
JOB LOCATION: **Middle of School**
JOB PHONE: (805) 485-3119
ORDER TAKEN BY: **Ruben**
ORDER DATE: 3-23-16  DATE COMPLETED: 3-23-16

**M/M WARRANTY □  OTHER WARRANTY □**

<table>
<thead>
<tr>
<th>QTY.</th>
<th>MATERIAL</th>
<th>PRICE</th>
<th>AMOUNT</th>
<th>DESCRIPTION OF WORK</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Location 3 depth of pipe.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Ran camera down catch</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Basin 30' lots of mud 3</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Trash located storm drain</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2'-9&quot; deep below concrete.</td>
</tr>
</tbody>
</table>

**OTHER CHARGES**

1 Utility Truck
2500 w/ tools, 1 Camera

<table>
<thead>
<tr>
<th>LABOR</th>
<th>HRS.</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ruben</td>
<td>1.5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Work ordered by **Jesus Huerta**

Signature: **BBC** 3-23-16

I hereby acknowledge the satisfactory completion of the above described work and agree to pay for all costs associated.

WHITE COPY - OFFICE  YELLOW COPY - CUSTOMER  PINK COPY - FIELD
**CUSTOMER INFORMATION**

NAME: Ed School District  
ADDRESS: 3100 N. Rose Ave  
CITY: Oxnard  STATE: CA  ZIP: 93036  
PHONE: (805) 485-3119  

**JOB INFORMATION**

JOB NAME/NUMBER/LOT #: Red Del Valle Jr. High  
JOB LOCATION: Middle of School  
JOB PHONE: (805) 485-3119  
ORDER TAKEN BY: Ruben  
ORDER DATE: 3/23/16  DATE COMPLETED: 4/12/16

<table>
<thead>
<tr>
<th>QTY.</th>
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<tbody>
<tr>
<td>2</td>
<td>2&quot; Poly Transf.</td>
<td></td>
<td></td>
<td>Installed Gas (LINE AND WATER LINE, ALSO CLEANED OUT BACKFLOW IN FRONT OF SCHOOL)</td>
</tr>
<tr>
<td></td>
<td>Fittings</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>100</td>
<td>2&quot; Poly Gas Pipe</td>
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<td></td>
</tr>
<tr>
<td>100</td>
<td>2 1/4&quot; SCH 80 Pvc</td>
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<td></td>
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</tr>
<tr>
<td>1</td>
<td>2 1/4&quot; Swt &amp; Nbr.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>5</td>
<td>2 1/4&quot; SCH 80 Couplings</td>
<td></td>
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</tr>
<tr>
<td>1</td>
<td>2 1/4&quot; Fip Adapter</td>
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</tr>
<tr>
<td>3</td>
<td>2 1/4&quot; Copper Pipe</td>
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</tr>
<tr>
<td>1</td>
<td>2 1/4&quot; Ball Valve</td>
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</tr>
<tr>
<td>1</td>
<td>Water Tracer Wire</td>
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</tr>
<tr>
<td>1</td>
<td>Gas Tracer Wire</td>
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<tr>
<td>1</td>
<td>2&quot; Gas Cock</td>
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**OTHER CHARGES**

3 UTILITY TRUCKS  
2500 C/L TOOLS  
FUSION MACHINE

**LABOR**

<table>
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<tr>
<th>NAME</th>
<th>HRS</th>
<th>RATE</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>Ruben</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Andy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Andrew</td>
<td></td>
<td></td>
<td></td>
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---

Signature: [Handwritten]

I hereby authorize and hereby authorize the above described work and agree to pay in full all costs as described.
**CUSTOMER INFORMATION**

NAME: RIO SCHOOL DIST

ADDRESS: 

CITY: 

STATE: 

ZIP: 

PHONE: 

CUSTOMER ORDER #: 

**JOB INFORMATION**

JOB NAME / NUMBER / LOT #: RIO DEL VALLE

JOB LOCATION: STORM DRAIN

JOB PHONE: ( )

ORDER TAKEN BY: ANDY

ORDER DATE: 

DATE COMPLETED: 4-5-16

**TO BE QUOTED**

**EXTRA/T&M WORK**

**M/M WARRANTY**

**OTHER WARRANTY**

<table>
<thead>
<tr>
<th>QTY.</th>
<th>MATERIAL</th>
<th>PRICE</th>
<th>AMOUNT</th>
<th>DESCRIPTION OF WORK</th>
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<tbody>
<tr>
<td>1</td>
<td>6&quot; C.O. TEE</td>
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<td>JETTING OF STORMDRAINS</td>
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<tr>
<td>2</td>
<td>C.O. BOXES</td>
<td></td>
<td></td>
<td>CUTTING IN 6&quot; CLEANSEROLS</td>
</tr>
<tr>
<td>1</td>
<td>C.O. ADPT</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>11</td>
<td>Woodard B24 Lx H.R</td>
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**OTHER CHARGES**

JETTER, 2 TRUCKS

10 GALLONS OF GAS

**LABOR**

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<td>0</td>
</tr>
<tr>
<td>ROUBEN</td>
<td>6</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>NICK</td>
<td>6</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>ANDREW</td>
<td>6</td>
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</tr>
<tr>
<td>FRANK</td>
<td>6</td>
<td>0</td>
<td>0</td>
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Work ordered by: B.B.C

Signature: 

4-5-16

WHITE COPY - OFFICE

YELLOW COPY - CUSTOMER

PINK COPY - FIELD
## M/M Mechanical, Inc.

**Address:**
1027 Cindy Lane, Carpinteria, CA 93013-2905

**Phone:** 805/745-1126  **Fax:** 805/745-1116

**Work Order #**

**Job Information**

- **Job Name/Number/Lot #:** Rio Del Ulte
- **Job Location:** El Rio Storm Drain / Irrigation
- **Job Phone:**
- **Order Taken By:** Andy
- **Order Date:** 4/4/16
- **Date Completed:** 4/4/16

### Customer Information

- **Name:** Rio School District
- **Address:**
- **City:**
- **State:**
- **Zip:**
- **Phone:**
- **Customer Order #:**

### Toe be Quoted

- **Extra & M Work:**
- **MM Warranty:**
- **Other Warranty:**

### Table: Description of Work

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<th>QTY.</th>
<th>Material</th>
<th>Price</th>
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<tbody>
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<tr>
<td>12</td>
<td>1 1/2 &amp; Sch. Bushing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>1 1/2 &quot; &quot; &quot; tee</td>
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<tr>
<td>15</td>
<td>1 &quot; &quot; &quot; 90</td>
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<tr>
<td>7</td>
<td>1 1/2 &quot; &quot; &quot; coupl</td>
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</tr>
<tr>
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<td>1 &quot; &quot; &quot; tee</td>
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<td>Dints Primer</td>
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</tr>
<tr>
<td>25</td>
<td>1 1/2 Sch. Bp Pipe</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Cut in 6" Clean Out, Jetting of Storm Drain Piping, Installed Irrigation Box's**

**Other Charges**

- **8 Hours of Storm Drain Clearing 2 Hours OT for Irrigation**
- **Letter 2-Trucks with Tools Overtime**

<table>
<thead>
<tr>
<th>Labor</th>
<th>Hrs.</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andy</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nick</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Moore OJ</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Frank</td>
<td></td>
<td>8 (1 Reg.)</td>
<td>8 (OT)</td>
</tr>
</tbody>
</table>

**Signature:**

**Work ordered by:** RBC

**Signature:**

**Date:** 4-5-16

**Whtie Copy - Office**

**Yellow Copy - Customer**

**Pink Copy - Field**

---

Note: This document appears to be a work order for M/M Mechanical, Inc., detailing various materials and labor charges for work at the Rio School District, including cut-in, jetting, and irrigation installation.

---
<table>
<thead>
<tr>
<th>QTY.</th>
<th>MATERIAL</th>
<th>PRICE</th>
<th>AMOUNT</th>
<th>DESCRIPTION OF WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>6&quot; C.O. TEE</td>
<td></td>
<td></td>
<td>Jetted 1200 gallons of water @ 3,000 PSI. and pulled out 1/2 yard of beach sand, installed C.O. for service. Storm Drain.</td>
</tr>
<tr>
<td>1</td>
<td>6&quot; PVC C.O. ADAPTER</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>6&quot; PVC C.O. AUG</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>6&quot; STORM DRAIN PIPE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>6&quot; Storm Drain Coupling</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**OTHER CHARGES**

- 1 Utility Trick
- 250' w/ hose + 3
- Jetting Machine

**LABOR**

<table>
<thead>
<tr>
<th>HRS.</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature: [Signature]

I hereby acknowledge the satisfactory completion of the above described work and agree to pay in full all costs stated.
**CUSTOMER INFORMATION**

**JOB INFORMATION**

- **NAME**: Fresno R30 School District
- **ADDRESS**: 3100 W. Rose Ave
- **CITY**: Fresno
- **STATE**: CA
- **ZIP**: 93725
- **PHONE**: (559) 445-3119
- **CUSTOMER ORDER #:**
- **JOB NAME/NUMBER/LOT #:** Bell Dr. Valve Tr. Work
- **JOB LOCATION:** Out En Field
- **JOB PHONE**: (559) 445-3119
- **ORDER TAKEN BY**: Ruben
- **ORDER DATE**: 3-28-16
- **DATE COMPLETED**: 3-28-16

**DESCRIPTION OF WORK**

- Raw Jetter 180', Located
- Storm Drain Line, Cut
- C.O. Blv 1'-9" Deep, Found
- 8" Pipe Full of Sand, Jetted
- And Cleared Most of Sand to That Point of
- The C.O., Run (45) Gallons
- Of Water.

**OTHER CHARGES**

- 1 Utility Pack
- 2500 ft. Foulis.
- Jetting Machine

**LABOR**

<table>
<thead>
<tr>
<th>Name</th>
<th>HRS</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ruben</td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Andrew</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lupe</td>
<td>6</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SIGNATURE**

Work ordered by: [Signature]

[Signature]

[W/ Date]

**COPY INFORMATION**

- WHITE COPY - OFFICE
- YELLOW COPY - CUSTOMER
- PINK COPY - FIELD
**CUSTOMER INFORMATION**

**NAME:** Jesus Rio School District  
**ADDRESS:** 3100 N. Rose Ave  
**CITY:**  
**STATE:** CA  
**ZIP:** 93036  
**PHONE:** (805) 485-3119  
**CUSTOMER ORDER #:**

**JOB INFORMATION**

**JOB NAME/NUMBER/LOT #:** Rio Del Valle Jr. High  
**JOB LOCATION:** Middle of School  
**JOB PHONE:** (805) 485-3119  
**ORDER TAKEN BY:** Ruben  
**ORDER DATE:** 3-28-16  
**DATE COMPLETED:** 3-28-16

**TO BE QUOTED**  
**EXTRAT&M WORK**  
**M/M WARRANTY**  
**OTHER WARRANTY**

<table>
<thead>
<tr>
<th>QTY.</th>
<th>MATERIAL</th>
<th>PRICE</th>
<th>AMOUNT</th>
<th>DESCRIPTION OF WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Cut out water and gas line for removal of dirt &amp; concrete in prep of new water &amp; gas.</td>
</tr>
</tbody>
</table>

**OTHER CHARGES**

| 1 utility truck  
| 2 skid w/ tools  
| Jetting machine |

**LABOR**

<table>
<thead>
<tr>
<th>HRS.</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td></td>
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<tr>
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<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Work ordered by Ruben  
Signature: 3/28/16

I hereby acknowledge the temporary completion of the above described work and agree to pay all the costs associated.

**WHITE COPY - OFFICE**  
**YELLOW COPY - CUSTOMER**  
**PINK COPY - FIELD**
**CUSTOMER INFORMATION**

**NAME:** Redwood School District  
**ADDRESS:** 2100 W. Rose Ave  
**CITY:** Oakland  
**STATE:** CA  
**ZIP:** 94605  
**PHONE:** (510) 465-3119

**JOB INFORMATION**

**JOB NAME/NUMBER/LOT #:** Big del Valle Jr High  
**JOB LOCATION:** Out in field (Storm Drain)  
**JOB PHONE:** (805) 485-3119  
**ORDER TAKEN BY:** Ruben  
**ORDER DATE:** 3-30-16  
**DATE COMPLETED:** 3-30-16

**TO BE QUOTED:** ☐  
**EXTRAT&M WORK:** ☑  
**M/M WARRANTY:** ☐  
**OTHER WARRANTY:** ☐

<table>
<thead>
<tr>
<th>QTY.</th>
<th>MATERIAL</th>
<th>PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Jetted Storm Drain from outlet in field to new INSTALLED C.O., THEN FROM C.O. TO NEW GRADED AREA WHERE CATCH BASIN ARE (GONNA TO BE INSTALLED). JETTED 3000 PSI, 1800 gallons of water, LOT #1 OF SAND &amp; ROCKS.</td>
<td></td>
<td></td>
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</table>

**OTHER CHARGES**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 UTILITY TRUCK</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2500 w/ tools and JETTLE MACHINE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**LABOR**

<table>
<thead>
<tr>
<th>HRS.</th>
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<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td></td>
<td>8</td>
</tr>
</tbody>
</table>

---

Signature: [Signature]

I hereby acknowledge the satisfactory completion of the above described work and agree to pay in full all costs associated.

---

WHITE COPY - OFFICE  
YELLOW COPY - CUSTOMER  
PINK COPY - FIELD
## M/M Mechanical, Inc.

**Work Order # 30028**

**MM PCO # ________**

### Customer Information
- **Name:** Red Del Valle Jr.
- **Address:** 3100 N. Rose Ave
- **City:** Oxnard
- **State:** CA
- **Zip:** 93036
- **Phone:** (805) 485-3119
- **Customer Order #:**

### Job Information
- **Job Name/Number/Lot #:** Red Del Valle Jr.
- **Job Location:** Out Ev Field (Stream Drain)
- **Job Phone:** (805) 485-3119
- **Order Taken By:** Ruben
- **Order Date:** 4-1-16 **Date Completed:** 4-1-16

### To Be Quoted [ ] Extra/T&M Work [X] M/M Warranty [ ] Other Warranty [ ]

<table>
<thead>
<tr>
<th>Qty</th>
<th>Material</th>
<th>Price</th>
<th>Amount</th>
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</thead>
</table>

### Description of Work
- Continue Jetter Storm Drain for More Sand
- Removal Cleared Out Catch Basin’s Camera
- Line Located Line to Co.

### Other Charges
- 1 Utility Truck
- 2500 ft Tools
- Jetter Machine
- 1 Camera

### Labor
- **Ruben**
- **Andrew**
- **Nick**

---

**Signature:** [Signature] 4/1/16

---

**White Copy - Office**  **Yellow Copy - Customer**  **Pink Copy - Field**
Location & Description of Operation: To Del Valle, ADA Site work, progress lowering water & gas main, 1.5" & 2.5" Epoxyed Pipe, Backfill & compacted trench.

EQUIPMENT AND/OR LABOR:

<table>
<thead>
<tr>
<th>DEPT NO</th>
<th>MEN</th>
<th>(OF EQUIPMENT OR LABOR)</th>
<th>1S</th>
<th>2S</th>
<th>3S</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

WEATHER: [Weather Conditions]

REMARKS: [Remarks]

It is agreed that charges for any Time & Material work described above shall be in accordance with [Corporation's rate schedule or the rate schedule in effect at the time work is started].

Work Requested By: ___________________________ Date: __________
Authorized Signature: ______________________ Title: __________ Date: __________
Location & Description of Operation: **120 Del Valle ADA Sitework**
Add (5) 6" Sections of Zurn Trench Drain

![Table of Equipment and Labor](image)

**Concrete Tie** -

It is agreed that charges for any Time & Material work described above shall be in accordance with Corporation's rate schedule attached to and made a part of the contract. If this work is on a non-contractual job, charges shall be at the rate schedule in effect at the time work is started.
<table>
<thead>
<tr>
<th>Location &amp; Description of Operation</th>
<th>TO DO VALUE ADD AS L小龙虾</th>
<th>WEEKLY REPORT</th>
</tr>
</thead>
<tbody>
<tr>
<td>WEATHER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EQUIPMENT AND/or LABOR</td>
<td></td>
<td></td>
</tr>
<tr>
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<tr>
<td>DATE</td>
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</tr>
<tr>
<td>AUTHORIZED SIGNATURE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TITLE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Description of changes shall be in accordance with the work contract. Changes shall be made in accordance with the work contract.

Corporation date schedule is attached to and makes a part of this contract. Changes shall be made in accordance with the work contract.
**RECEIPT**

**COMPUTED BY:**

**Printed Date:** 04/04/2016 09:48 AM Pacific

**Sold To:** 37071600
HUGHES GEN ENGINEERING
P O BOX 2293
CAMARILLO, CA, 93011
805-981-9409

**Printed By:** GUILLERMO PEREZ ACOSTA

**Order By:** JEFF HUGHES

**Contact Phone:** 805-732-5051

**Ship To:** STOCK/MISC
MERCH-37071600,37071999
2600 CABOT PL UNIT C
OXNARD, CA, 93030

**Job Site Contact:** JEFF HUGHES
**Job Site Phone:** 805-732-5051

**Map #:**

<table>
<thead>
<tr>
<th>Order Number</th>
<th>Order Date</th>
<th>Request Date</th>
<th>Terms</th>
<th>Shipping Method</th>
<th>Customer PO</th>
<th>Contact Person</th>
<th>Phone</th>
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<tbody>
<tr>
<td>20152999</td>
<td>04/04/2016</td>
<td>04/04/2016</td>
<td>N30D</td>
<td>5 Walk In</td>
<td>RIO DE VALLE</td>
<td>Moreno, J</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Perez Acosta, G</td>
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<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>4&quot; GRATE DROP IN SATIN BRASS ROUN</td>
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<td>20.39</td>
<td>20.39</td>
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<tr>
<td>D RND S910B</td>
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</tr>
<tr>
<td>1-C190413</td>
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<tr>
<td>VPN: 910B</td>
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</tr>
</tbody>
</table>

Shipped amount: $20.39
Order charges: $0.00
Tax amount: $1.52
Lumber Tax rate/amount: 1.00%
Order total: $21.91
Deposit/funds tendered: $0.00
Balance due: $21.91

**REPORT DISCREPANCIES WITHIN 24 HRS.**
**IF YOU DIDN'T RECEIVE THE SERVICE YOU EXPECTED CALL BOB JACOBY (949) 794-5272**
**NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE**
**SEE REVERSE SIDE FOR TERMS AND CONDITIONS**
**WWW.WHITECAP.COM**

**PRINT:**

**SIGN:**

**SHIPPED WEIGHT: 0.64 LBS**

**PULLED BY:**

**CHECKED BY:**

**LOADED BY:**

**WARNING:** These products contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

Download any needed Safety Data Sheets (SDS) online today at sds.hsdsupply.com

Page 1 of 1
**PICKING TICKET**

**Bill To:**
HUGHES GENERAL ENGINEERING INC  
P.O. BOX 2293  
CAMARILLO, CA 93011-2293

**Ship To:**
HUGHES GENERAL ENGINEERING INC  
P.O. BOX 2293  
CAMARILLO, CA 93011-2293

<table>
<thead>
<tr>
<th>Item Line</th>
<th>Description</th>
<th>Req Date</th>
<th>Location</th>
<th>U/M</th>
<th>Open Qty</th>
<th>Qty Picked</th>
<th>Bin</th>
<th>Qty Avail</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>G3B BOX, VALVE G3 BODY ONLY</td>
<td>04/04/16</td>
<td>WH</td>
<td>EACH</td>
<td>2.000</td>
<td>2</td>
<td>56A1</td>
<td>217</td>
</tr>
<tr>
<td>2</td>
<td>G3LS BOX, VALVE G3 LID MRKD &quot;SEWER&quot;</td>
<td>04/04/16</td>
<td>WH</td>
<td>EACH</td>
<td>2.000</td>
<td>2</td>
<td>56A1</td>
<td>378</td>
</tr>
<tr>
<td>3</td>
<td>SFFHC006SW ADAPTER, CLEANOUT HUBXFIPT SDR35 6&quot;</td>
<td>04/04/16</td>
<td>WH</td>
<td>EACH</td>
<td>1.000</td>
<td>1</td>
<td>05K1</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>SFPM06SW PLUG, MPT SDR35 6&quot;</td>
<td>04/04/16</td>
<td>WH</td>
<td>EACH</td>
<td>1.000</td>
<td>1</td>
<td>05K1</td>
<td>38</td>
</tr>
<tr>
<td>5</td>
<td>CITG060 6&quot; CALDER COUPLING FOR PVC OR CI</td>
<td>04/04/16</td>
<td>WH</td>
<td>EACH</td>
<td>2.000</td>
<td>2</td>
<td>05F4</td>
<td>33</td>
</tr>
</tbody>
</table>

**Packed By:**  
 Checked by:  

Received By:  
Total Packages:  
Printed on 04/04/16 at 10:16 AM

SEE TERMS AND CONDITIONS ON BACK WHICH ARE A PART OF THIS CONTRACT.
Location & Description of Operation: Rio Del Valle ADA Sidewalk
Saw cut, Demo, and haul out debris. Formed, Bent, Rebar, Place & Finish

<table>
<thead>
<tr>
<th>EQUIPMENT AND/OR LABOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>No.</td>
</tr>
<tr>
<td>-----</td>
</tr>
<tr>
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</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

Concrete - 2 yards 8x8 130/yard
Baker (10) #4
Lox: Saw Cut: #4  $30.00
Fan: #172625 $5.00

It is agreed that charges for any Time & Material work described above shall be in accordance with Corporation's rate schedule attached to and made a part of the contract. If this work is on a non-contractual job, charges shall be in accordance with rate schedule in effect at the time work is started.

Work Requested By: ________________________
Date: ________________________
Authorized Signature: ________________________
Title: ________________________
Date: ________________________
# Levi's Sawing

**Invoice**

<table>
<thead>
<tr>
<th>Bill To</th>
<th>P.O. #</th>
<th>Job #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hughes</td>
<td></td>
<td></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Service</th>
<th>Job Location</th>
<th>Total Hours</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Saw</td>
<td>Villa Del Rey School CANADA</td>
<td>1</td>
<td>115</td>
</tr>
</tbody>
</table>

**Mobilization:**

- 35

**Total:**

- 150

**Signature:** [Signature]

---

License #861734
Fax: (805) 643-0803
Phone: (805) 643-0706

433 S. Borchard Dr.
Ventura, CA 93003

Date: 3/21/11
Invoice#: 3496
**M/M Mechanical, Inc.**

**1027 Cindy Lane, Carpinteria, CA 93013-2905**

**Ph.: 805/745-1126  Fax: 805/745-1116**

---

**CUSTOMER INFORMATION**

**NAME:** Rio School Dist.

**ADDRESS:**

**CITY:**

**STATE:**

**ZIP:**

**PHONE:**

**CUSTOMER ORDER #:**

---

**JOB INFORMATION**

**JOB NAME / NUMBER / LOT #:**

**JOB LOCATION:** Rio Dell Valley

**JOB PHONE:** ( )

**ORDER TAKEN BY:** Andy

**ORDER DATE:**

**DATE COMPLETED:** 4-6-16

---

**TO BE QUOTED**

**EXTRA/T&M WORK**

**MM WARRANTY**

**OTHER WARRANTY**

---

**DESCRIPTION OF WORK**

- Setting of Storm Drain Piping
- Camera Inspection of Piping, Installed
- 8 Hose Bibs

---

**OTHER CHARGES**

- 2 Trucks w/Tools
- Jetter, Camera

---

**LABOR**

<table>
<thead>
<tr>
<th>Labor</th>
<th>Hrs</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andy</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Frank</td>
<td>8</td>
<td></td>
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</tr>
<tr>
<td>Nick</td>
<td>8</td>
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</tr>
<tr>
<td>Steve</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Andrew</td>
<td>8</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**Signature**

---

**WHITE COPY - OFFICE**

**YELLOW COPY - CUSTOMER**

**PINK COPY - FIELD**

---

*Firms acknowledge the satisfactory completion of the above described work and agree to pay in full all costs*
# Work Order # 00467

**Customer Information**
- **Name:** Rio School Dist
- **Address:**
- **City:**
- **State:**
- **Zip:**
- **Phone:**
- **Customer Order #:**

**Job Information**
- **Job Name/Number/Lot #:**
- **Job Location:** Rio Dell Valley
- **Job Phone:**
- **Order Taken By:** Andy
- **Order Date:**
- **Date Completed:** 4-7-16

**To Be Quoted □**
**Extra/T&M Work □**
**M/M Warranty □**
**Other Warranty □**

## QTY. MATERIAL PRICE AMOUNT DESCRIPTION OF WORK

1. Jetting and Camera inspection is incomplete!

2. 3/4 FIP loose Key
   Hose Bibb

3. Installing of Hose Bibbs

## Other Charges
- Jetter, 2 Trucks

## Labor

<table>
<thead>
<tr>
<th>Name</th>
<th>HRS</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andy</td>
<td>4.5</td>
<td>4.5</td>
<td></td>
</tr>
<tr>
<td>Nick</td>
<td>4.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Andrew</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Frank</td>
<td></td>
<td></td>
<td>41</td>
</tr>
</tbody>
</table>

---

**Work ordered by:**

**Signature:** 4-7-16

---

**White Copy - Office**
**Yellow Copy - Customer**
**Pink Copy - Field**
Agenda Item: 11.19. Approve the Proposal from Pro-Fab for Portable Classroom Repairs at Rio Lindo and Rio Del Valle.

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: Several district owned portable buildings at Rio Lindo and Rio del Valle are in need of a new roof and paint, as well as new gutters and foundation repairs.

The requested repairs of district owned buildings will extend the useful life of these buildings. The buildings are needed to serve current students in the district.

Financial Impact: Financial Impact:

Rio Lindo: 60,680.00

Rio Del Valle: 84,285.00

Bond Fees and Insurance: $7,248.25

Total: $152,213.25

Funding Source: Measure G

Recommended Motion: Staff recommends the approval of proposal for Pro-Fab work at Rio Lindo and Rio Del Valle.

Attachments:
RDV Work
Insurance and bond
Rio Lindo work
**PROPOSAL**

<table>
<thead>
<tr>
<th>Date</th>
<th>Estimate #</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/18/2016</td>
<td>2235</td>
</tr>
</tbody>
</table>

**Name / Address**

Rio Elementary School District-G  
2500 Vineyard Ave  
Suite 1-100,  
Oxnard, CA 93036

**Project Name / Address**

Rio Del Valle Middle School  
And  
Rio Lindo Elementary School

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Following Are The Cost For The Projects Included In Proposal No.'s:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rio Del Valle Middle School Proposal No.'s: 1903, 1912, &amp; 2198</td>
<td>1</td>
<td>7,248.25</td>
<td>7,248.25</td>
</tr>
</tbody>
</table>
| Rio Lindo Elementary School Proposal No.'s: 1910, 2194, 2202, 2203, 2204,  
  2205, 2206, & 2207                                                          |     |            |           |
| Performance Bond                                                            |     |            |           |
| Labor And Payment Bond                                                      |     |            |           |
| Insurance                                                                   |     |            |           |
| Quote Provided Per 5% Cost Of Contract Value                               |     |            |           |

Extra work other than described in the quote above and downtime is not included.

Total  
$7,248.25
<table>
<thead>
<tr>
<th>Proposal #</th>
<th>Portable #</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1909 (Option #1)</td>
<td>25, 26 &amp; 27</td>
<td>$63,180.00</td>
</tr>
<tr>
<td>1912</td>
<td>29</td>
<td>$10,055.00</td>
</tr>
<tr>
<td>2198</td>
<td>34 &amp; 35</td>
<td>$11,050.00</td>
</tr>
</tbody>
</table>

Total with Option #1 $84,285.00

- Bonds
- Insurances

\( ^\uparrow \text{on separate proposal} \)
<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>The following scope of work will be completed: Option#1</td>
<td>3</td>
<td>21,060.00</td>
<td>63,180.00</td>
</tr>
<tr>
<td>Accountability Lac Room: 27, 28, 29 (Complete or 3 Rots)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Repair (3) 24&quot; x 40 Classroom Buildings</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entire Roof</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remove &amp; install 16 sheet metal panels 22 gage</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install side flashing on the 48 wall side panels</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replace plywood sheets that were damaged on the roof (Paper, if any is damaged)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fix overhang 2' from the back of the building</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replace metal tube 4&quot; x 5&quot; x 12. Replace damaged with new welding. Roof that completed rusted.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tubes from outside on the 40 side need to be reinforced with 1/4&quot; x 6&quot; x 2' plates around the tube, weld, prime and paint.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install existing gutters</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change electrical boxes, caps and siding that is needed.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>New Electrical Boxes (Only Caps) 1-16 x 24 box 9 small 8&quot; x 4&quot; boxes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>New Skirting on the foundations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paint buildings and A/C units</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>*This roof has a 10 year warranty</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Price includes labor and materials</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prevailing wage will be provided</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site: Rio De Valle, 3100 N Rose Ave, Oxnard, CA 93036</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extra work other than described on the quote and downtime is not included.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total: $63,180.00
**PROPOSAL**

<table>
<thead>
<tr>
<th>Date</th>
<th>Estimate #</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/4/2016</td>
<td>1912</td>
</tr>
</tbody>
</table>

**Name / Address**

Class Leasing, LLC  
1320 W. Olesander Ave.  
Perris, CA 92571

**Project Name / Address**

Rio Del Valle Middle School  
3100 Rose Ave.  
Oxnard, CA 93036

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>The following scope of work will be completed on (1) 24x40 Building</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Room #29</td>
<td>1</td>
<td>10,055.00</td>
<td>10,055.00</td>
</tr>
<tr>
<td>New skirting installation on 40'L walls and 24'W walls.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installation of new anchor plates.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installation of metal flashing bar on 40'L wall on side only.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installation of (4) T1-11 Sheets on 40'L wall on side only.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grind 7&quot; floor channel due to rust damage.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clean gutters on front and back of the unit.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install new right hand ramp due to sheet metal damage on existing ramp.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Repair existing side stairs.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Completely paint unit exterior.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No foundation work is required per inspection performed by Mr. Cid.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Site: Rio Del Valle Middle School  
3100 Rose Ave.  
Oxnard, CA 93036

Extra work other than described on the quote and downtime is not included.

**Total**  
$10,055.00
Name / Address
Class Leasing, LLC
1320 W. Oleander Ave.
Perris, CA 92571

Project Name / Address
Rio Del Valle Middle School
3100 Rose Ave.
Oxnard, CA 93036

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>The following scope of work will be completed on (2) 24x40 Buildings</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Room No. 34 &amp; 35</td>
<td>2</td>
<td>$5,325.00</td>
<td>$10,650.00</td>
</tr>
<tr>
<td>Installation of original gutters that are the ones that these buildings have. Existing gutters are not original unit specific.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>New skirting installation on 40'L walls and 24'W walls.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>New skirting on ramps with flashing.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ramp repairs on the deck &amp; paint.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Completely paint exterior of both units.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replace damaged / worn roof flashing on existing screws.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site: Rio Del Valle Middle School</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3100 Rose Ave.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oxnard, CA 93036</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Extra work other than described on the quote and downtime is not included.

Total: $10,650.00
Pro Fab Proposal Summary Sheet for Rio Lindo  

Date: 3/18/2016

<table>
<thead>
<tr>
<th>Proposal #</th>
<th>Portable #</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1910</td>
<td>CD #1</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>2207</td>
<td>CD #2</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>2203</td>
<td>18</td>
<td>$12,050.00</td>
</tr>
<tr>
<td>2205</td>
<td>19</td>
<td>$11,950.00</td>
</tr>
<tr>
<td>2204</td>
<td>20</td>
<td>$11,950.00</td>
</tr>
<tr>
<td>2202</td>
<td>21</td>
<td>$15,200.00</td>
</tr>
<tr>
<td>2206</td>
<td>27</td>
<td>$3,280.00</td>
</tr>
<tr>
<td>2194</td>
<td>28</td>
<td>$2,650.00</td>
</tr>
</tbody>
</table>

Total $ 60,680.00

+ Bonds
+ Insurance

$ on separate proposal
**PROPOSAL**

**Date** | **Estimate #**
---|---
3/3/2016 | 1910

<table>
<thead>
<tr>
<th>Name / Address</th>
<th>Project Name / Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rio Elementary School District G 2500 Vineyard Ave Suite 1-100, Oxnard, CA 93036</td>
<td>Rio Lindo E.S. 2131 Snow Ave., Oxnard, CA 93036</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>City</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>This following scope of work will be completed:</td>
<td>1</td>
<td>1,800.00</td>
<td>1,800.00</td>
</tr>
<tr>
<td>Child Development (Room #1)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skirting repair 40' long wall &amp; 24' wall</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clean gutters front and back</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Needs above:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skirting on ramp and finishing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) front gutters</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>New skirting with finishing on ramp</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All labor and material is included</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site: Rio Lindo E.S. 2131 Snow Ave. Oxnard, CA 93036</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Extra work other than described on the quote and downtime is not included.

Total: $1,800.00
**PROPOSAL**

<table>
<thead>
<tr>
<th>Date</th>
<th>Estimate #</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/8/2016</td>
<td>2207</td>
</tr>
</tbody>
</table>

**Name / Address**
Rio Elementary School District-G  
2500 Vineyard Ave  
Suite 1-100,  
Oxnard, CA 93036

**Project Name / Address**
Rio Lindo E.S  
2131 Snow Ave,  
Oxnard, CA 93036

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>The following scope of work will be completed;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Room#2 CHILD DEVELOPMENT</td>
<td>1</td>
<td>1,800.00</td>
<td>1,800.00</td>
</tr>
<tr>
<td>Ramp is okay</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clean gutters front and back</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Needs elbow</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skirting on ramp and flashing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10' flashing metal 40' long wall</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) front gutters</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All labor and material is included</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site: Rio Lindo E.S 2131 Snow Ave, Oxnard, CA 93036</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Extra work other than described on the quote and downtime is not included.

Total

$1,800.00
**Notes:**

Room: 1

Replace roof cap on modline
Skirting on the 40' Long wall & 24'W needs to be replaced.
Clean Gutters on both sides very dirty
Need Skirting and flashing on ramp
Need elbow its missing.
Downspouts OK
Ramp is OK
Foundation inspection passed
T1-11 OK
Roof panels are OK
Paint any area where work is completed.

---

**Notes:**

Room: 2

Only 10' metal flashing needs to be replaced on roof 40' Long wall
Replace roof cap on modline
Need from Gutter on both front
Need Skirting and flashing on ramp
Need elbow its missing.
Skirting on the 40' Long wall & 24'W OK
Downspouts OK
Ramp is OK
Foundation inspection passed
T1-11 OK
Roof panels are OK
Paint any area where work is completed.
The following scope of work will be completed:

**Room #18 (OLD PORTS)**

- Replace entire roof that is damaged. Front part and back and install new metal panels 26 gage
- Gutters on the front and back
- Downspout elbows
- (6) sheets of T1-11 siding
- Replace foundation on the back of the building
- Install and paint new anchor plates 6" x 12" on the back side of the building
- Change skirting on the 40' wall side of the building
- Includes 10 year warranty
- Labor and materials are included
- Site: Rio Lindo E.S 2131 Snow Ave, Oxnard, CA 93036

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>The following scope of work will be completed:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Room #18 (OLD PORTS)</td>
<td>1</td>
<td>12,050.00</td>
<td>12,050.00</td>
</tr>
</tbody>
</table>

Extra work other than described on the quote and downtime is not included.

Total $12,050.00
### Description

The following scope of work will be completed:

- **Room 19**: Replace entire roof that is damaged. Front part and back and install new metal panels 26 ga.
- Gutters on the front and back.
- Downspout downspout.
- (9) sheets of Ti-11 siding.
- Replace foundation on the back of the building.
- Install and patina new anchor plates 6" x 12" on the back side of the building.
- Includes 10 year warranty.
- Labor and materials are included.  
  **Site**: Rio Linda F.S 2131 Snow Ave, Oxnard, CA 93036

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>11,950.00</td>
<td>11,950.00</td>
</tr>
</tbody>
</table>

Extra work other than described on the quote and downtime is not included.

**Total**: $11,950.00
# Proposal

**Name / Address**

Rio Elementary School District-G  
2500 Vineyard Ave  
Suite 1-100  
Oxnard, CA 93036

**Project Name / Address**

Rio Lindo E.S  
2131 Snow Ave,  
Oxnard, CA 93036

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>The following scope of work will be completed;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Room 20 (OLD PORTS)</td>
<td>1</td>
<td>11,950.00</td>
<td>11,950.00</td>
</tr>
<tr>
<td>Replace entire roof that is damaged. Front part and back and install new metal panels 26 gage</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gutters on the front and back</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Downspout elbows</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(6) sheets of T1-11 siding</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replace foundation on the back of the building</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install and paint new anchor plates 6&quot; x 12&quot; on the back side of the building</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Includes 10 year warranty</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labor and materials are included</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site: Rio Lindo E.S 2131 Snow Ave, Oxnard, CA 93036</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Extra work other than described on the quote and downtime is not included.**

**Total**  $11,950.00
### Proposal

**Date:** 3/8/2016  
**Estimate #:** 2202

<table>
<thead>
<tr>
<th>Name / Address</th>
<th>Project Name / Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rio Elementary School D</td>
<td>Rio Linda E.S</td>
</tr>
<tr>
<td>2500 Vineyard Ave</td>
<td>2131 Snow Ave</td>
</tr>
<tr>
<td>Suite 1-100</td>
<td>Oxnard, CA 93036</td>
</tr>
</tbody>
</table>

**Description**

- The following scope of work will be completed:
- Replace entire roof that is damaged. Front, part and back and install new metal panels 26 gage.
- Gutters on the front and back.
- Downspout elbows.
- (14) sheets of T1-11 siding.
- Replace foundation on the back of the building.
- Install and paint new anchor plates 6" x 12" on the back side of the building.
- Change skirting on the 40' well side of the building.
- Includes 10 year warranty.
- Labor and materials are included.
- **Site:** Rio Linda E.S 2131 Snow Ave, Oxnard, CA 93036.

### Unit Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Room# 21</td>
<td></td>
<td>15,200.00</td>
<td>15,200.00</td>
</tr>
</tbody>
</table>

**Total**

$15,200.00

**Extra work other than described on the quote and downtime is not included.**
School Name: Rio Lindo Elementary School
4-24x40

Notes:
- New gutters on front and back
- Replace old damaged downspouts
- Roof needs repair
- Ramp is OK
- Skirting on back needs to be replaced

Foundation needs to be build on right side 40' long wall
Paint any area where work is completed.

Notes:
- Replace entire roof that is damaged. Front part and back and install new metal panels. Room: 19
- Gutters on the front and back
- Downspout elbows
- [5] sheets of T1-11 siding
- Replace foundation on the back of the building
- Install and paint new anchor plates 8' x 12' on the back side of the building

*Buildings not drawn to scale.
Room: 20

Notes:
Replace entire roof that is damaged.
Front part and back and install new metal panels 26 gage
Gutters on the front and back
Downspout elbows
(6) sheets of T1-11 siding
Replace foundation on the back of the building
Install and paint new anchor plates 6" x 12" on the back side of the building
Skirting needs to be replaced

Room: 21

Notes:
Need new gutters on backside and front
Roofs need repair
Downspouts elbows need to be replaced
Gutters need to replaced front and back
T1-11 (14) Sheets
Install and paint anchor plates 6" x 12"
Skirting on front and back is need to be replaced
Replace foundation in the back only

Ramp OK
Paint any area where work is completed.

*Buildings not drawn to scale.
<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>The following scope of work will be completed;</td>
<td>1</td>
<td>3,280.00</td>
<td>3,280.00</td>
</tr>
<tr>
<td>Room# 27 (KINDER)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gutters are ok</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replace new skirting on back of the building</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TI-11 (2) sheets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install (2) roof panels 26 gage</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All labor and material is included</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Site: Rio Lindo E.S 2131 Snow Ave, Oxnard, CA 93036

Extra work other than described on the quote and downtime is not included.

Total $3,280.00
**Name / Address**
Rio Elementary School District-G  
2520 Vineyard Ave  
Suite 1-100  
Oxnard, CA 93036

**Project Name / Address**
Rio Lindo E.S.  
2131 Snow Ave.  
Oxnard, CA 93036

---

**Description**
The following scope of work will be completed:

<table>
<thead>
<tr>
<th>Room #28 (KINDER)</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>2,650.00</td>
<td>2,650.00</td>
</tr>
</tbody>
</table>

- Owners are okay
- Only flashing needs to be replaced
- Flash metal up 3"W x 1/2" x 1/2", needs Visco
- (2) Roof panels 12" x 1 1/2 x 1/2 (26 gage)
- Roof cap on mustard
- All labor and material is included

Site: Rio Lindo E.S.  
2131 Snow Ave.  
Oxnard, CA 93036

All work is complete. Thank you for your business.
Notes:

Install (2) Roof panels 26 gage
T1-11 (2) Sheets 40'L wall
Skirting on the back of the 24'W wall needs to be replaced
Replace one vent on ramp
Ramp is OK
Gutters on both sides are OK
Downspouts OK
Skirting on the 40'Long wall OK
Foundation inspection passed
Paint any area where work is completed.

Notes:

Install (2) Roof panels 26 gage
Only Flashing needs to be replaced
Replace roof cap on modline
Ramp is OK
Gutters on both sides are OK
Downspouts OK
Skirting on the 40'Long wall OK
Foundation inspection passed
T1-11 OK
Skirting OK
Paint any area where work is completed.

*Buildings not drawn to scale.
Agenda Item: 11.20. Approval to increase the GreenEconome contract to be calculated without incentives and include bonds and insurance.

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: Contract No. P-556-040316 with GreenEconome for the HVAC Lighting Retrofit and Solar Window Film at Rio Vista Middle School and Rio Del Mar Elementary did not include the cost of the bond and Factored in the SCE Incentives in both Phase 1 and Phase 2.

The full contract value is reflected as follows:

Rio Del Mar net approved: $350,902
Rio del Mar incentives: $98,298
Rio del Mar gross contract amount: $449,200
Rio del Mar Bond costs Phase 1: $5,156
Rio del Mar Bond costs Phase 2: $15,058
Total Rio del Mar contract increase: $118,512

Rio Vista net approved: $429,709
Rio Vista incentives: $120,738
Rio Vista gross contract amount: $550,447
Rio Vista Bond costs Phase 1: $13,256
Rio Vista Excess Insurance Phase 1: $5,220
Rio Vista Bond costs Phase 2: $11,514
Total Rio Vista contract increase: $139,214
Financial Impact: Financial Impact: $257,726

Funding Source: Restricted General Fund, Routine Restricted Maintenance

Recommended Motion: Staff recommends the approval of the GreenEconomie contract.

Attachments:
Rio Vista Phase 1
Rio Vista Phase 2
Rio Del Mar Phase 1
Rio Del Mar Phase 2
April 27, 2016

Mrs. Kristen Pifko
Assistant Superintendent of Business Services
Rio School District
2500 Vineyard Avenue
Oxnard, CA 93036

Re: HVAC and Lighting Retrofit and Solar Window Film – Rio Del Mar Elementary School – Phase 1

Dear Kristen,

Our mission is simple; we want to help make your campuses more energy efficient! We are pleased to submit this Phase 1 Proposal to provide Energy Consulting services to meet the requirements of Prop. 39. Our scope of services and proposed compensation are outlined on the following pages.

To accept this contract, please execute and return a copy of the Authorization page, and both pages of Attachment “A”.

If you have any questions or require additional information, please feel free to call me at (818) 681-5750.

We are very excited about this opportunity!

Sincerely,

Marika Erdely

Marika Erdely, CEO
Green EconoME
Enclosures
SCOPE OF SERVICES-ENERGY RETROBITS

This Phase 1 will cover the following projects:

<table>
<thead>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$114,570</td>
<td>$5,156</td>
<td>$5,220</td>
<td>$124,946</td>
<td></td>
<td>$124,946</td>
</tr>
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</table>

Scope of Work also includes:

1) Green EconoME agrees to ensure all Proposition 39 project services will comply with the guidelines that are in effect at the time of the contract.

2) Green EconoME agrees this project/expenditure plan will meet Prop. 39 funding requirements, which a portion of it did, since this project is not solely funded by Prop. 39 funding. The portions that included Prop. 39 funding have already been approved by the California Energy Commission (CEC) on March 23, 2016.

3) Green EconoME agrees to provide necessary data and coordinate the projects with all submissions and reporting requirements to meet required annual and final reporting for each Prop. 39 project. All records will be made available for inspection by the District or other agencies, or a Citizens Oversight Board.

4) Green EconoME agrees to amend contract to reflect reducing funding allocation and change in energy expenditure plan if Prop. 39 monies are reduced. The Scope of Work would change and all parties would mutually agree to any changes in scope, payment and duration in writing.

5) Green EconoME will comply with and give notices required by law, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work, including by not limited to data and reports to CEC required under Prop. 39.

6) All projected savings are noted on the appropriate exhibit for the lighting retrofit and the Energy Savings calculator submitted to the CEC.

INSURANCE

Green EconoME maintains $1,000,000 per occurrence and $2,000,000 General Aggregate with a "A" and "A-" rated liability insurance carrier, $1,000,000 in bodily injury, and Workers Compensation insurance with the State Compensation Fund. Green EconoME also has Excess General Liability coverage in the amount of $4,000,000.
AUTHORIZATION

If this proposal is satisfactory, please complete the authorization statement below to indicate your approval of the scope of services and acceptance of our terms and conditions. A signed, completed copy of this proposal returned to us will serve as Green EconoME's formal authorization to proceed. This proposal and any attachments will constitute the contractual agreement between Green EconoME and Rio School District.

Sincerely,
Green EconoME

Marika Erdely

Marika Erdely
Chief Executive Officer

Green EconoME is authorized to proceed with the Scope of Services described herein. Proposal #P-556-040316.

__________________________________________  ______________________________
Authorizing Signature                      Date

__________________________________________  ______________________________
Name                                      Title

Proposal # P-556-040316
ATTACHMENT A

General Terms and Conditions

The following general terms and conditions are integrated into and supplement that certain Contract between Green EconoME ("Contractor") and Rio School District ("Owner") dated as of April __, 2016 ("Agreement").

1. **Scope of Services.** Contractor shall perform all work specified in the Scope of Services set forth in the Agreement ("Work") and shall not be obligated to perform any work or services in addition to or inconsistent with the Scope of Services except as set forth in a written amendment hereto or as set forth in a separate written agreement. Owner acknowledges that the cost for recommended replacement or repair items is in addition to the fees set forth herein. Contractor is not guarantying or certifying that the work will be sufficient to ensure any certifications or "green" building standards or criterion.

2. **Payment of Invoices.** Owner will pay Contractor within fifteen (15) days upon receipt of invoice. Each retrofit will be billed as each project is completed. If product is back ordered, Contractor will bill as a percentage of completion.

3. **Cooperation; Control of the Work.** Owner will reasonably cooperate with Contractor and provide access to facility areas, systems and personnel in order for Contractor to perform the Work. The Work shall be performed under the general observation and administration of Owner, but any failure to review or, upon review, failure to object to, any aspect of the Work, shall be deemed a waiver or approval of any non-conforming aspect of the Work. Owner shall be responsible for the work or services performed by other representatives or contractors engaged or retained by Owner.

4. **Existing Conditions.** Information as to facility conditions, underground conditions, as-built conditions, or other conditions or obstructions have been provided by Owner to Contractor. Owner warrants the accuracy of such information. Contractor shall be entitled to rely on the accuracy of information furnished by Owner and Owner shall bear responsibility if such information is not accurate or complete.

5. **Waiver of Subrogation.** The Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages to the extent such loss is covered by insurance applicable to the Work. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

6. **Independent Contractor; Taxes.** Contractor shall at all times be deemed an independent contractor of Owner. Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture or partnership relationship between Owner and Contractor, and no such relationship shall be implied from performance of this Agreement.

7. **Suspension.** Owner may direct Contractor in writing, with or without cause, to suspend, delay or interrupt Work, in whole or in part, for such periods of time as Owner may determine in its sole discretion, which shall be treated as an excusable delay. If Owner suspends the
entirety of Contractor's Work for more than 15 consecutive days through no fault of Contractor, then Owner shall provide an equitable increase in Contractor's compensation to reflect Contractor's actual and unavoidable costs arising from such suspension. If Owner, through no fault of Contractor, suspends Contractor's Work for more than 60 consecutive days, then Contractor may terminate this Agreement upon 14 days advance written notice to Owner, provided that Owner may void such termination right by electing to resume Contractor's Work during such notice period.

8. Disputes. If the parties are unable to informally resolve any dispute, then the matter shall be resolved by binding arbitration, conducted through ADR Services or JAMS in Los Angeles County, California. The parties shall submit the dispute to mediation before commencing arbitration, and Contractor hereby consents to such mediation. Mediation and/or arbitration will be held in Los Angeles County, California or, if agreed to by the parties, where the Project is located and conducted before a single neutral retired judge or attorney with substantial experience in construction law. The parties hereby expressly waive any right to have their disputes resolved through litigation and trial by jury. Any mediation/arbitration fees will be divided equally between the parties. This duty to mediate and arbitrate shall survive termination of this Agreement or either party's performance of it. In no event shall Owner or Contractor be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Work performed in connection with this Agreement.

9. California Law. This Agreement shall be deemed to have been executed in Los Angeles, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Agreement shall be in Ventura County, California.

10. Entire Agreement. This Agreement and any written modification shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of this Agreement, shall constitute the exclusive statement of the terms of the parties' agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification. All prior negotiations are merged into this Agreement and shall be inadmissible in any enforcement of this Agreement.

11. No Waiver. The omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision of this Agreement. Similarly, either party's waiver of any breach of this Agreement by the other party shall not be a waiver of any other breach under this Agreement.

12. Modifications; Fax or Email Signatures. This Agreement may not be modified except by written instrument executed and approved by fully authorized representatives of Owner and Contractor. Faxed or Emailed signatures of this Agreement shall be binding as originals.

13. Severability. Should any clause, provision or aspect of this Agreement be determined at any time to be unenforceable or in contravention of law, then such clause, provision or aspect shall be severed, and the remaining clauses and provisions of this Agreement shall be enforceable to the fullest extent permitted by law and construed to give effect to fullest extent possible the intent of this Agreement.

Proposal # P-556-040316
Agreement. If the provisions of the operative law compromising enforceability may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms to the greatest extent permitted by applicable law.

14. Photographs, Video Etc. Contractor is permitted and authorized to take, record and store photographs, video and other similar types of photographic or video images or information of any stage of the Work. Such images and information may be used by Contractor in its sales and marketing efforts and may be reproduced and used in its collateral sales and marketing materials, website and social media information channels and outlets.

15. Counterparts. This Agreement may be executed by the parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

16. Relationship of the Parties. The Services are being provided by Consultant as an independent contractor under applicable law, and nothing in this Agreement shall create or imply an employer-employee, partnership or joint venture relationship between Consultant and the Client.

17. No Waiver. The omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision of this Agreement. Similarly, either party's waiver of any breach of this Agreement by the other party shall not be a waiver of any other breach under this Agreement.

18. No Third Party Beneficiaries. This Agreement is for the benefit of the Client and Contractor only, and is not for the benefit of any other person or entity. Without limiting the generality of the preceding sentence, the parties agree that there are no third party beneficiaries to this Agreement.

19. Performance and Labor and Material Payment Bond. Required for 100% of the contract amount, less insurance and bond premiums.

Signed
GREEN ECONOME

Authorizing Signature
Rio School District
Rio Del Mar Elementary School

Proposal # P-556-040316
April 27, 2016

Mrs. Kristen Pifko
Assistant Superintendent of Business Services
Rio School District
2500 Vineyard Avenue
Oxnard, CA 93036

Re: HVAC and Lighting Retrofit and Solar Window Film – Rio Del Mar Elementary School – Phase 2

Dear Kristen,

Our mission is simple; we want to help make your campuses more energy efficient! We are pleased to submit this Phase 2 Proposal to provide Energy Consulting services to meet the requirements of Prop. 39. Our scope of services and proposed compensation are outlined on the following pages.

To accept this contract, please execute and return a copy of the Authorization page, and both pages of Attachment “A”.

If you have any questions or require additional information, please feel free to call me at (818) 681-5750.

We are very excited about this opportunity!

Sincerely,

Marika Erdely

Marika Erdely, CEO
Green EconoME
Enclosures
SCOPE OF SERVICES-ENERGY RETROFITS

This Phase 2 will cover the following projects:

<table>
<thead>
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<tr>
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<td>0</td>
<td>349,688</td>
<td>(98,258)</td>
<td>251,330</td>
</tr>
</tbody>
</table>

Scope of Work also includes:

1) Green EconoME agrees to ensure all Proposition 39 project services will comply with the guidelines that are in effect at the time of the contract.
2) Green EconoME agrees this project/expenditure plan will meet Prop. 39 funding requirements, which a portion of it did, since this project is not solely funded by Prop. 39 funding. The portions that included Prop. 39 funding have already been approved by the California Energy Commission (CEC) on March 23, 2016.
3) Green EconoME agrees to provide necessary data and coordinate the projects with all submissions and reporting requirements to meet required annual and final reporting for each Prop. 39 project. All records will be made available for inspection by the District or other agencies, or a Citizens Oversight Board.
4) Green EconoME agrees to amend contract to reflect reducing funding allocation and change in energy expenditure plan if Prop. 39 monies are reduced. The Scope of Work would change and all parties would mutually agree to any changes in scope, payment and duration in writing.
5) Green EconoME will comply with and give notices required by law, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work, including by not limited to data and reports to CEC required under Prop. 39.
6) All projected savings are noted on the appropriate exhibit for the lighting retrofit and the Energy Savings calculator submitted to the CEC.

INSURANCE

Green EconoME maintains $1,000,000 per occurrence and $2,000,000 General Aggregate with a "A" and "A-" rated liability insurance carrier, $1,000,000 in bodily injury, and Workers Compensation insurance with the State Compensation Fund. Green EconoME also has Excess General Liability coverage in the amount of $4,000,000.

Proposal # P-556-040316
AUTHORIZATION

If this proposal is satisfactory, please complete the authorization statement below to indicate your approval of the scope of services and acceptance of our terms and conditions. A signed, completed copy of this proposal returned to us will serve as Green EconoME's formal authorization to proceed. This proposal and any attachments will constitute the contractual agreement between Green EconoME and Rio School District.

Sincerely,
Green EconoME

Marika Erdely

Marika Erdely
Chief Executive Officer

Green EconoME is authorized to proceed with the Scope of Services described herein. Proposal #P-556-040316.

Authorized Signature Date

Name Title

Proposal # P-556-040316
ATTACHMENT A

General Terms and Conditions

The following general terms and conditions are integrated into and supplement that certain Contract between Green EconoME ("Contractor") and Rio School District ("Owner") dated as of April ___, 2016 ("Agreement").

1. Scope of Services. Contractor shall perform all work specified in the Scope of Services set forth in the Agreement ("Work") and shall not be obligated to perform any work or services in addition to or inconsistent with the Scope of Services except as set forth in a written amendment hereto or as set forth in a separate written agreement. Owner acknowledges that the cost for recommended replacement or repair items is in addition to the fees set forth herein. Contractor is not guarantying or certifying that the work will be sufficient to ensure any certifications or "green" building standards or criterion.

2. Payment of Invoices. Owner will pay Contractor within fifteen (15) days upon receipt of invoice. Each retrofit will be billed as each project is completed. If product is back ordered, Contractor will bill as a percentage of completion.

3. Cooperation; Control of the Work. Owner will reasonably cooperate with Contractor and provide access to facility areas, systems and personnel in order for Contractor to perform the Work. The Work shall be performed under the general observation and administration of Owner, but any failure to review or, upon review, failure to object to, any aspect of the Work, shall be deemed a waiver or approval of any non-conforming aspect of the Work. Owner shall be responsible for the work or services performed by other representatives or contractors engaged or retained by Owner.

4. Existing Conditions. Information as to facility conditions, underground conditions, as-built conditions, or other conditions or obstructions have been provided by Owner to Contractor. Owner warrants the accuracy of such information. Contractor shall be entitled to rely on the accuracy of information furnished by Owner and Owner shall bear responsibility if such information is not accurate or complete.

5. Waiver of Subrogation. The Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages to the extent such loss is covered by insurance applicable to the Work. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

6. Independent Contractor; Taxes. Contractor shall at all times be deemed an independent contractor of Owner. Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture or partnership relationship between Owner and Contractor, and no such relationship shall be implied from performance of this Agreement.

7. Suspension. Owner may direct Contractor in writing, with or without cause, to suspend, delay or interrupt Work, in whole or in part, for such periods of time as Owner may determine in its sole discretion, which shall be treated as an excusable delay. If Owner suspends the
entirely of Contractor's Work for more than 15 consecutive days through no fault of Contractor, then Owner shall provide an equitable increase in Contractor's compensation to reflect Contractor's actual and unavoidable costs arising from such suspension. If Owner, through no fault of Contractor, suspends Contractor's Work for more than 60 consecutive days, then Contractor may terminate this Agreement upon 14 days advance written notice to Owner, provided that Owner may void such termination right by electing to resume Contractor's Work during such notice period.

8. Disputes. If the parties are unable to informally resolve any dispute, then the matter shall be resolved by binding arbitration, conducted through ADR Services or JAMS in Los Angeles County, California. The parties shall submit the dispute to mediation before commencing arbitration, and Contractor hereby consents to such mediation. Mediation and/or arbitration will be held in Los Angeles County, California or, if agreed to by the parties, where the Project is located and conducted before a single neutral retired judge or attorney with substantial experience in construction law. The parties hereby expressly waive any right to have their disputes resolved through litigation and trial by jury. Any mediation/arbitration fees will be divided equally between the parties. This duty to mediate and arbitrate shall survive termination of this Agreement or either party's performance of it. In no event shall Owner or Contractor be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Work performed in connection with this Agreement.

9. California Law. This Agreement shall be deemed to have been executed in Los Angeles, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Agreement shall be in Ventura County, California.

10. Entire Agreement. This Agreement and any written modification shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of this Agreement, shall constitute the exclusive statement of the terms of the parties' agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification. All prior negotiations are merged into this Agreement and shall be inadmissible in any enforcement of this Agreement.

11. No Waiver. The omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision of this Agreement. Similarly, either party's waiver of any breach of this Agreement by the other party shall not be a waiver of any other breach under this Agreement.

12. Modifications; Fax or Email Signatures. This Agreement may not be modified except by written instrument executed and approved by fully authorized representatives of Owner and Contractor. Faxed or Emailed signatures of this Agreement shall be binding as originals.

13. Severability. Should any clause, provision or aspect of this Agreement be determined at any time to be unenforceable or in contravention of law, then such clause, provision or aspect shall be severed, and the remaining clauses and provisions of this Agreement shall be enforceable to the fullest extent permitted by law and construed to give effect to fullest extent possible the intent of this
Agreement. If the provisions of the operative law compromising enforceability may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms to the greatest extent permitted by applicable law.

14. **Photographs, Video Etc.** Contractor is permitted and authorized to take, record and store photographs, video and other similar types of photographic or video images or information of any stage of the Work. Such images and information may be used by Contractor in its sales and marketing efforts and may be reproduced and used in its collateral sales and marketing materials, website and social media information channels and outlets.

15. **Counterparts.** This Agreement may be executed by the parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

16. **Relationship of the Parties.** The Services are being provided by Consultant as an independent contractor under applicable law, and nothing in this Agreement shall create or imply an employer-employee, partnership or joint venture relationship between Consultant and the Client.

17. **No Waiver.** The omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party’s right thereafter to enforce or compel strict compliance with every provision of this Agreement. Similarly, either party’s waiver of any breach of this Agreement by the other party shall not be a waiver of any other breach under this Agreement.

18. **No Third Party Beneficiaries.** This Agreement is for the benefit of the Client and Contractor only, and is not for the benefit of any other person or entity. Without limiting the generality of the preceding sentence, the parties agree that there are no third party beneficiaries to this Agreement.

19. **Performance and Labor and Material Payment Bond.** Required for 100% of the contract amount, less insurance and bond premiums.

Signed
GREEN ECONOME

Authorizing Signature
Rio School District
Rio Del Mar Elementary
School

Proposal # P-556-040316
April 27, 2016

Mrs. Kristen Pifko
Assistant Superintendent of Business Services
Rio School District
2500 Vineyard Avenue
Oxnard, CA 93036

Re: HVAC and Lighting Retrofit and Solar Window Film – Rio Vista Middle School – Phase 1

Dear Kristen,

Our mission is simple; we want to help make your campuses more energy efficient! We are pleased to submit this Phase 1 Proposal to provide Energy Consulting services to meet the requirements of Prop. 39. Our scope of services and proposed compensation are outlined on the following pages.

To accept this contract, please execute and return a copy of the Authorization page, and both pages of Attachment “A”.

If you have any questions or require additional information, please feel free to call me at (818) 681-5750.

We are very excited about this opportunity!

Sincerely,

Marika Erdely

Marika Erdely, CEO
Green EconomE
Enclosures
**SCOPE OF SERVICES-ENERGY EFFICIENCY RETROITS**

This Phase 1 will cover the following projects:

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1</td>
<td>$291,574</td>
<td>$13,296</td>
<td>$5,220</td>
<td>$313,850</td>
<td>$(58,265)</td>
<td>$255,585</td>
</tr>
</tbody>
</table>

**Scope of Work also includes:**

1. Green EconoME agrees to ensure all Proposition 39 project services will comply with the guidelines that are in effect at the time of the contract.
2. Green EconoME agrees this project/expenditure plan will meet Prop. 39 funding requirements, which a portion of it did, since this project is not solely funded by Prop. 39 funding. The portions that included Prop. 39 funding have already been approved by the California Energy Commission (CEC) on March 23, 2016.
3. Green EconoME agrees to provide necessary data and coordinate the projects with all submissions and reporting requirements to meet required annual and final reporting for each Prop. 39 project. All records will be made available for inspection by the District or other agencies, or a Citizens Oversight Board.
4. Green EconoME agrees to amend contract to reflect reducing funding allocation and changes in energy expenditure plan if Prop. 39 monies are reduced. The Scope of Work would change and all parties would mutually agree to any changes in scope, payment and duration in writing.
5. Green EconoME will comply with and give notices required by law, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the work, including by not limited to data and reports to CEC required under Prop. 39.
6. All projected savings are noted on the appropriate exhibit for the lighting retrofit and the Energy Savings calculator submitted to the CEC.

**INSURANCE**

Green EconoME maintains $1,000,000 per occurrence and $2,000,000 General Aggregate with a "A" and "A-"-rated liability insurance carrier, $1,000,000 in bodily injury, and Workers Compensation insurance with the State Compensation Fund. Green EconoME also has Excess General Liability coverage in the amount of $4,000,000.

Proposal # P-557-040316
AUTHORIZATION

If this proposal is satisfactory, please complete the authorization statement below to indicate your approval of the scope of services and acceptance of our terms and conditions. A signed, completed copy of this proposal returned to us will serve as Green EconoME’s formal authorization to proceed. This proposal and any attachments will constitute the contractual agreement between Green EconoME and Rio School District – Rio Vista Middle School.

Sincerely,
Green EconoME

Marika Erdely

Marika Erdely
Chief Executive Officer

Green EconoME is authorized to proceed with the Scope of Services described herein. Proposal #P-557-040316.

________________________________________________________________________
Authorizing Signature          Date

________________________________________________________________________
Name        Title
ATTACHMENT A

General Terms and Conditions

The following general terms and conditions are integrated into and supplement that certain Contract between Green EconoME ("Contractor") and Rio School District ("Owner") dated as of April ___, 2016 ("Agreement").

1. Scope of Services. Contractor shall perform all work specified in the Scope of Services set forth in the Agreement ("Work") and shall not be obligated to perform any work or services in addition to or inconsistent with the Scope of Services except as set forth in a written amendment hereto or as set forth in a separate written agreement. Owner acknowledges that the cost for recommended replacement or repair items is in addition to the fees set forth herein. Contractor is not guarantying or certifying that the work will be sufficient to ensure any certifications or "green" building standards or criterion.

2. Payment of Invoices. Owner will pay Contractor within fifteen (15) days upon receipt of invoice. Each retrofit will be billed as each project is completed. If product is back ordered, Contractor will bill as a percentage of completion.

3. Cooperation; Control of the Work. Owner will reasonably cooperate with Contractor and provide access to facility areas, systems and personnel in order for Contractor to perform the Work. The Work shall be performed under the general observation and administration of Owner, but any failure to review or, upon review, failure to object to, any aspect of the Work, shall be deemed a waiver or approval of any non-conforming aspect of the Work. Owner shall be responsible for the work or services performed by other representatives or contractors engaged or retained by Owner.

4. Existing Conditions. Information as to facility conditions, underground conditions, as-built conditions, or other conditions or obstructions have been provided by Owner to Contractor. Owner warrants the accuracy of such information. Contractor shall be entitled to rely on the accuracy of information furnished by Owner and Owner shall bear responsibility if such information is not accurate or complete.

5. Waiver of Subrogation. The Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages to the extent such loss is covered by insurance applicable to the Work. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

6. Independent Contractor; Taxes. Contractor shall at all times be deemed an independent contractor of Owner. Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture or partnership relationship between Owner and Contractor, and no such relationship shall be implied from performance of this Agreement.

7. Suspension. Owner may direct Contractor in writing, with or without cause, to suspend, delay or interrupt Work, in whole or in part, for such periods of time as Owner may determine in its sole discretion, which shall be treated as an excusable delay. If Owner suspends the
entirety of Contractor’s Work for more than 15 consecutive days through no fault of Contractor, then Owner shall provide an equitable increase in Contractor’s compensation to reflect Contractor’s actual and unavoidable costs arising from such suspension. If Owner, through no fault of Contractor, suspends Contractor’s Work for more than 60 consecutive days, then Contractor may terminate this Agreement upon 14 days advance written notice to Owner, provided that Owner may void such termination right by electing to resume Contractor’s Work during such notice period.

8. Disputes. If the parties are unable to informally resolve any dispute, then the matter shall be resolved by binding arbitration, conducted through ADR Services or JAMS in Los Angeles County, California. The parties shall submit the dispute to mediation before commencing arbitration, and Contractor hereby consents to such mediation. Mediation and/or arbitration will be held in Los Angeles County, California or, if agreed to by the parties, where the Project is located and conducted before a single neutral retired judge or attorney with substantial experience in construction law. The parties hereby expressly waive any right to have their disputes resolved through litigation and trial by jury. Any mediation/arbitration fees will be divided equally between the parties. This duty to mediate and arbitrate shall survive termination of this Agreement or either party’s performance of it. In no event shall Owner or Contractor be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Work performed in connection with this Agreement.

9. California Law. This Agreement shall be deemed to have been executed in Los Angeles, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Agreement shall be in Ventura County, California.

10. Entire Agreement. This Agreement and any written modification shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of this Agreement, shall constitute the exclusive statement of the terms of the parties’ agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification. All prior negotiations are merged into this Agreement and shall be inadmissible in any enforcement of this Agreement.

11. No Waiver. The omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party’s right thereafter to enforce or compel strict compliance with every provision of this Agreement. Similarly, either party’s waiver of any breach of this Agreement by the other party shall not be a waiver of any other breach under this Agreement.

12. Modifications; Fax or Email Signatures. This Agreement may not be modified except by written instrument executed and approved by fully authorized representatives of Owner and Contractor. Faxed or Emailed signatures of this Agreement shall be binding as originals.

13. Severability. Should any clause, provision or aspect of this Agreement be determined at any time to be unenforceable or in contravention of law, then such clause, provision or aspect shall be severed, and the remaining clauses and provisions of this Agreement shall be enforceable to the fullest extent permitted by law and construed to give effect to fullest extent possible the intent of this
Agreement. If the provisions of the operative law compromising enforceability may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms to the greatest extent permitted by applicable law.

14. Photographs, Video Etc. Contractor is permitted and authorized to take, record and store photographs, video and other similar types of photographic or video images or information of any stage of the Work. Such images and information may be used by Contractor in its sales and marketing efforts and may be reproduced and used in its collateral sales and marketing materials, website and social media information channels and outlets.

15. Counterparts. This Agreement may be executed by the parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

16. Relationship of the Parties. The Services are being provided by Consultant as an independent contractor under applicable law, and nothing in this Agreement shall create or imply an employer-employee, partnership or joint venture relationship between Consultant and the Client.

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18. No Third Party Beneficiaries. This Agreement is for the benefit of the Client and Contractor only, and is not for the benefit of any other person or entity. Without limiting the generality of the preceding sentence, the parties agree that there are no third party beneficiaries to this Agreement.

19. Performance and Labor and Material Payment Bond. Required for 100% of the contract amount, less insurance and bond premiums.

Signed
GREEN ECONOME

Authorizing Signature
Rio School District
Rio Vista Middle School

Proposal # P-557-040316
April 27, 2016

Mrs. Kristen Pifko
Assistant Superintendent of Business Services
Rio School District
2500 Vineyard Avenue
Oxnard, CA 93036

Re: HVAC and Lighting Retrofit and Solar Window Film – Rio Vista Middle School – Phase 2

Dear Kristen,

Our mission is simple; we want to help make your campuses more energy efficient! We are pleased to submit this Phase 2 Proposal to provide Energy Consulting services to meet the requirements of Prop. 39. Our scope of services and proposed compensation are outlined on the following pages.

To accept this contract, please execute and return a copy of the Authorization page, and both pages of Attachment “A”.

If you have any questions or require additional information, please feel free to call me at (818) 681-5750.

We are very excited about this opportunity!

Sincerely,

Marika Erdely

Marika Erdely, CEO
Green EconoME
Enclosures
SCOPE OF SERVICES-ENERGY EFFICIENCY RETROPTS

This Phase 2 will cover the following projects:

<table>
<thead>
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<tbody>
<tr>
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<td>12,514</td>
<td>0 $</td>
<td>267,388</td>
<td>(61,453)</td>
<td>205,935</td>
</tr>
</tbody>
</table>

Scope of Work also includes:

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Proposal #: P-557-040316
AUTHORIZED

If this proposal is satisfactory, please complete the authorization statement below to indicate your approval of the scope of services and acceptance of our terms and conditions. A signed, completed copy of this proposal returned to us will serve as Green EconoME's formal authorization to proceed. This proposal and any attachments will constitute the contractual agreement between Green EconoME and Rio School District – Rio Vista Middle School.

Sincerely,
Green EconoME

Marika Erdely

Marika Erdely
Chief Executive Officer

Green EconoME is authorized to proceed with the Scope of Services described herein. Proposal #P-557-040316.

Authorizing Signature Date

Name Title

Proposal # P-557-040316
ATTACHMENT A

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Agreement. If the provisions of the operative law compromising enforceability may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms to the greatest extent permitted by applicable law.

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19. Performance and Labor and Material Payment Bond. Required for 100% of the contract amount, less insurance and bond premiums.

Signed
GREEN ECONOME

Authorizing Signature
Rio School District
Rio Vista Middle School

Proposal # P-557-040316
Agenda Item: 11.21. Approval of Change Order No. 1 and No. 2 with GreenEconome to provide additional installation of Solar Window Films at Rio Del Mar and to replace emergency ballasts at Rio Vista Middle School to the original proposal.

Speaker: Kristen Pisko, Assistant Superintendent of Business Services

Rationale: Change Order No. 1 will provide additional installation of Solar Window Films at Rio Del Mar Elementary School's Multi-purpose Room.

Change Order No. 2 is for the replacement of the emergency ballast in two lamp compact fluorescent fixtures inside and outside throughout the campus. When tested, these emergency ballast were not functioning.

Financial Impact: $15,421.72

Rio Del Mar Elementary: $2,822.57

Rio Vista Middle School: $12,599.15

Funding Source: General Fund

Recommended Motion: Staff recommends the approval of Change Order No. 1 and Change Order No. 2 for GreenEconome for additional work at Rio Del Mar Elementary School and Rio Vista Middle School.

Attachments:
Change Order No. 1
Change Order No. 2
# Project: Rio Del Mar Elementary  
Date Prepared: April 26, 2016  
Change Order No.: 1  
Contract/PO Number: #5556-040316  
School District: Rio School District

## Description of Change Order

<table>
<thead>
<tr>
<th>#</th>
<th>Product/Material Descriptions (taxable)</th>
<th>Extended</th>
</tr>
</thead>
</table>
| P1 | Provide additional installation of Solar Window Film  
Optivision 15 per details noted on Exhibit G | 2,348.72 |

| Mark up Percentage | 2,348.72 | 15.000% | 352.31 |

| Total Cost | 2,701.03 |

## Performance Bonding Cost Breakdown

| # | Performance Bonding Cost Breakdown  
To provide for Performance and Labor and Material Bonding Cost for a two year period. | $121.55 |

| Total Change Order | 2,822.57 |

---

Original Net Contract Sum: $474,633.52  
Change from Previous Approved Change Order(s): $0.00  
Amended Contract Sum Prior to this Change Order: $474,633.52  
Net Change from this Change Order: $2,822.57  
Adjusted Net Contract Total: $477,456.09

---

**ACCEPTED**

Client:  
By:  
Tel/e-mail:  
Date:  

---

Signatures in the boxes above indicate acceptance of the change(s) and provide Green EconoME with authorization to proceed with the work and to amend invoices for the above amounts. Signatures must be from individuals with proper authority to sign on behalf of their organization or client. Green EconoME's Standard Terms and Conditions apply.
## Exhibit G
Solar Window Film - Phase 2
Rio Del Mar

### Job Location

<table>
<thead>
<tr>
<th>Company</th>
<th>Green Economy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Marka Endaly</td>
</tr>
<tr>
<td>Address</td>
<td>850 Via De La Plata 2</td>
</tr>
<tr>
<td>City</td>
<td>Pacific Palisades, CA</td>
</tr>
<tr>
<td>Zip</td>
<td>90272</td>
</tr>
<tr>
<td>Phone</td>
<td>818 681 6750</td>
</tr>
<tr>
<td>Fax</td>
<td>210 634 0188</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:marka@greeneconomy.com">marka@greeneconomy.com</a></td>
</tr>
</tbody>
</table>

### Window Information

| Glass | SP | DP | Frame: Metal |

### NOTES: Prevailing wage

<table>
<thead>
<tr>
<th>Area</th>
<th>Width</th>
<th>Length</th>
<th>Rem</th>
<th>Qty</th>
<th>FP</th>
<th>Exp</th>
<th>Film</th>
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</thead>
<tbody>
<tr>
<td>1. Multipurpose Room</td>
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<td>19</td>
<td></td>
<td>2</td>
<td>2</td>
<td></td>
<td>Optivision 15</td>
<td>89.10</td>
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<tr>
<td>2. Multipurpose Room</td>
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<td>24</td>
<td></td>
<td>2</td>
<td>2</td>
<td></td>
<td>Optivision 15</td>
<td>107.90</td>
</tr>
<tr>
<td>3. Multipurpose Room</td>
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<td>24</td>
<td></td>
<td>2</td>
<td>2</td>
<td></td>
<td>Optivision 15</td>
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<tr>
<td>4. Multipurpose Room</td>
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<td></td>
<td>2</td>
<td>2</td>
<td></td>
<td>Optivision 15</td>
<td>279.50</td>
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<tr>
<td>5. Over door</td>
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<td>19</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
<td>Optivision 15</td>
<td>96.20</td>
</tr>
<tr>
<td>6. Custodians Space</td>
<td>89</td>
<td>25</td>
<td></td>
<td>6</td>
<td></td>
<td></td>
<td>Optivision 15</td>
<td>965.90</td>
</tr>
<tr>
<td>7. Custodians Space</td>
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<td>19</td>
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<td>2</td>
<td></td>
<td></td>
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<td>257.40</td>
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<tr>
<td>8. Custodians Space</td>
<td>27</td>
<td>70</td>
<td></td>
<td>2</td>
<td></td>
<td></td>
<td>Optivision 15</td>
<td>279.50</td>
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<tr>
<td>9. Supervisors office</td>
<td>71</td>
<td>20</td>
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<td>1</td>
<td></td>
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<td>Optivision 15</td>
<td>107.90</td>
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<tr>
<td>10. Supervisors office</td>
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<td>2,763.20</td>
</tr>
</tbody>
</table>

### Price
- Total: $2,348.72

### Discount (15%)
- $414.48
- Total: $2,348.72
**CHANGE ORDER**  
**Number 2**

**PROJECT:** Rio Vista Middle School  
**Date Prepared:** April 26, 2016  
**Change Order No.:** 2  
**Contract/PO Number:** #P557-040316  
**Project No.:** #P557-040316  
**From:** Green EconoME  
**School District:** Rio School District  
**860 Via De La Paz C-2**  
**Pacific Palisades, CA 90272**  
**Attention:** Marika Erdely

### Description of Change Order

<table>
<thead>
<tr>
<th>#</th>
<th>Product/Material Description (taxable)</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>P1</td>
<td>Maintenance item to replace emergency ballast in two lamp compact fluorescent fixtures both inside and outside (overhangs) throughout the campus. When tested, these emergency ballast were not functioning.</td>
<td>25</td>
<td>$289.40</td>
<td>7,235.00</td>
</tr>
<tr>
<td></td>
<td>Multipurpose room's emergency ballast also need to be replaced.</td>
<td>12</td>
<td>$270.75</td>
<td>3,249.00</td>
</tr>
</tbody>
</table>

**Mark up Percentage:** 10,484.00  
**15.00%**  
**1,572.60**  
**Total Cost:** 12,056.60

### Performance Bonding Cost Breakdown

- To provide for Performance and Labor and Material Bonding Cost for a two year period.  
  
  **$ 542.55**

**Total Change Order:** 12,599.15

---

**Original Net Contract Sum:** $580,438.21  
**Change from Previous Approved Change Order(s):** $0.00  
**Amended Contract Sum Prior to this Change Order:** $580,438.21  
**Net Change from this Change Order:** $12,599.15  
**Adjusted Net Contract Total:** $593,037.36

---

**ACCEPTED**

Client:  
By:  
Tel/e-mail:  
Date:  

Signatures in the boxes above indicate acceptance of the change(s) and provide Green EconoME with authorization to proceed with the work and to amend invoices for the above amounts. Signatures must be from individuals with proper authority to sign on behalf of their organization or client. Green EconoME's Standard Terms and Conditions apply.
Green EconoME
Summary of costs associated with Excess Insurance and Performance Bonding
Rio School District

Note: Added Bonding and Excess Insurance Costs required by the District/County Office of Education. These costs were not included in the original contract values.

Performance Bond and Labor and Material Payment Bond Cost
Bonding Cost increased due to 2 year period of bond

Excess Insurance Coverage - For Rio Del Mar and Rio Vista

<table>
<thead>
<tr>
<th>Period of Coverage</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/16 - 6/16</td>
<td>$1,450</td>
</tr>
<tr>
<td>6/16 - 6/17</td>
<td>$6,200</td>
</tr>
<tr>
<td>6/17 - 10/17</td>
<td>$7,756</td>
</tr>
<tr>
<td>Total Excess Insurance Cost</td>
<td>$15,406</td>
</tr>
</tbody>
</table>

Divide by 2 for each School: $7,703 Half for Rio Del Mar and half for Rio Vista

<table>
<thead>
<tr>
<th>Rio Del Mar</th>
<th>Original Contract Value</th>
<th>Performance + Labor &amp; Mater' Bond Cost**</th>
<th>Excess Insurance Cost**</th>
<th>New Contract Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1</td>
<td>$114,570</td>
<td>$8,458</td>
<td>$5,720</td>
<td>$124,946</td>
</tr>
<tr>
<td>Phase 2</td>
<td>$334,630</td>
<td></td>
<td>$15,058</td>
<td>$349,688</td>
</tr>
<tr>
<td>Total</td>
<td>$449,200</td>
<td>$20,214</td>
<td>$5,220</td>
<td>$474,634</td>
</tr>
</tbody>
</table>

Reimbursement from SCE direct to District

<table>
<thead>
<tr>
<th>Loss: Estimated SCE Incentives</th>
<th>Net Contract Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>$124,946</td>
</tr>
<tr>
<td>$(98,298)</td>
<td>$251,690</td>
</tr>
<tr>
<td>$(98,298)</td>
<td>$376,336</td>
</tr>
</tbody>
</table>

Rio Del Mar
Phase 3

- HVAC System Performance Analysis
- LED Lighting Retrofit
- Solar Window Film

Phase 2

- Replace Thermostats with Pelican Wireless Thermostats in classrooms and VAV boxes (offices, admin. spaces)
- Occupancy Sensors for classrooms and dining hall
- Door Switches for classrooms and dining hall
- HVAC Motor Replacement (NEMA)
- Advanced Digital Economizer Controller
- VFD with Demand Controlled Ventilation
- Variable Frequency Drive (VFD) with Demand Control Ventilation
- Duct Renovation
- Roof Curb Sealing
### Green EconoME
Summary of costs associated with Excess Insurance and Performance Bonding
Rio School District

**Note:** Added Bonding and Excess Insurance Costs required by the District/County Office of Education.

<table>
<thead>
<tr>
<th>Rio Vista</th>
<th>Original Contract Value</th>
<th>Performance + Labor &amp; Mat'l Bond Cost*</th>
<th>Excess Insurance Cost**</th>
<th>New Contract Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1</td>
<td>$294,574</td>
<td>$13,256</td>
<td>$5,220</td>
<td>$313,050</td>
</tr>
<tr>
<td>Phase 2</td>
<td>$255,874</td>
<td>$11,514</td>
<td>$</td>
<td>$267,388</td>
</tr>
<tr>
<td>Total Contract Value</td>
<td>$550,448</td>
<td>$24,770</td>
<td>$5,220</td>
<td>$580,438</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reimbursement from SCE direct to District</th>
<th>SCE Incentives</th>
<th>Net Contract Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss Estimated</td>
<td>(59,285)</td>
<td>$253,765</td>
</tr>
<tr>
<td>Net Contract Value</td>
<td>(61,453)</td>
<td>$205,935</td>
</tr>
</tbody>
</table>

### Rio Vista

#### Phase 1
- HVAC System Optimization
- HVAC System Performance Analysis
- Replace Thermostats with Pelican Wireless Thermostats
- Classrooms locations
- Door Switches for classrooms and dining hall
- Advanced Digital Economizer Controller
- VFD with Demand Controlled Ventilation
- NEMA Premium Inverter Rated Motor
- LED Lighting Retrofit
- Solar Window Film

#### Phase 2
- Occupancy Sensors for classrooms and dining hall
- HVAC Motor Replacement (NEMA)
- Variable Frequency Drive (VFD) with Demand Control Ventilation
- Replace Thermostats with Pelican Wireless Thermostats-Admin. locations with VAV Boxes (offices, admin. spaces)
- VFD for Bard Units
- Duct Renovation
- Roof Curb Sealing
11.22
Agenda Item: 11.22. Approval of Sales Agreement from Quiel Signs for seven (7) clear lexan covers with aluminum frames to be installed onto marquees.

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: At the September 16, 2015 meeting, the board approved a contract for the purchase and installation of marquis signs at Rio del Mar, Rio Plaza, Rio Real, Rio Vista and Rio Rosales schools. These signs have been received and installed.

In order to protect the new marquee signs that were installed, a clear lexan cover with aluminum frame is being manufactured for four different sites.

Financial Impact: Fiscal Impact: $9,861.67

Funding Source: Measure G Bond Funds

Recommended Motion: Staff recommends the agreement from Quiel Signs for the manufacturing of clear lexan covers with aluminum frames for four school sites.

Attachments: Agreement with Quiel Signs
CONDITIONAL SALES AGREEMENT FOR SCHOOLS – Q5

AGREEMENT NUMBER: N/A

Phone #: 805.264.4133  
Email: Khenderson@bahourbeattyus.com

THIS AGREEMENT, made on April 25, 2016 between QUIEL BROTHERS ELECTRIC SIGN SERVICE CO., INC., Seller, and Purchaser, Rio Real School District DBA
Located at: 2500 Vineyard Ave, Oxnard, Ca 93036  
Job location: Four Locations in Oxnard Ca

PRICE: The price of the display shall be $9,861.67 payable as follows $4,830.84 50% with order, Progressive Payment(s) $ N/A due upon N/A. Balance due upon completion of install or Purchase Order with similar terms and conditions. Price quoted is good for 30 days from date of agreement. (Price applies to the terms and conditions of this Agreement only.)

- Applicable sales tax will be added to your invoice. Organizations exempt from tax must include exempt certificate with order.

SPECIFICATIONS: As per Quiel Bros. print #: N/A

DESCRIPTION: Manufacture and install Seven (7) clear lexan covers with aluminum frames. Paint frames black. Install onto existing LED marquees at four (4) different sites. Note: (3) double face pole signs, (1) single face pole sign.

1. Purchaser agrees that the above prices, specifications and conditions are satisfactory and are hereby accepted, and payment terms will be made as outlined above. Purchaser allows Quiel Bros. Sign Company to use pictures in any of its sales or marketing materials.

2. This quote along with its terms and conditions has been accepted by the school/district. The Contract between General Contractor and the Owner has no application to Seller, or to the Agreement. All of the terms and conditions relevant to the Agreement between the Seller and General Contractor are contained in this Agreement. If Quiel is requested to be a subcontractor on a General Contract, any Retention Agreement will not be accepted and a 10% increase will be added to our quote for additional administrative costs. This Agreement supersedes all terms/conditions of Sub-Contractor Agreement.

3. Indemnification hold harmless, and other terms of similar meaning as may exist in future agreements or purchase orders are understood by all parties to mean that the Seller shall be responsible for damages only to the extent such damages result from the negligence or otherwise wrongful acts of only Seller, its employees, subcontractors, and agents.

4. Ownership of Display shall remain with Seller until all of the payments are made in full. Neither the loss of, or injury to, or destruction of Display nor institution of suit or procurement of judgment thereon, while in possession of Purchaser or its agents, shall operate as payment or as a transfer of title to Purchaser. All overdue payments shall bear interest at a rate of 1 1/2% per month.

5. Quiel Bros. Sign Company provides a Limited Warranty from defects in material and workmanship for products manufactured by Quiel Bros. Sign Company under normal use and services. Electronic displays, computers, electronic parts and fixtures not manufactured by Quiel Bros Sign Company are covered by the manufacturers factory limited warranty. Warranty will be activated upon receipt of signed Agreement.

6. All work to be completed in a workmanlike manner according to standard practices. All site work to be performed during normal business hours, Monday-Friday 8 a.m. - 5 p.m. Any alteration or deviation or special requests from above specifications involving extra costs will be executed only upon written change orders.

7. Any project in the production cycle for more than 30 days will be invoiced on a progressive payment schedule. If the purchaser requests to place a hold on the project for any reason, the customer agrees to pay progressive invoices as per terms on invoice.

8. The purchaser shall be responsible for obtaining any necessary permits from the school district or the State of California. PERMITS, DRAWINGS, DSA APPROVAL & ENGINEERING IF BY SELLER WILL BE EXTRA TIME AND MATERIAL. Only work performed and provided by Quiel will be covered in DSA permits and fees. Q5

Customer's Initials: X   Date: ________
9. DSA inspector and testing is not included. This is the responsibility of the school district by their inspectors or testing agency and shall be paid by the district (IR 17-6 1.1 & IR A-24).

10. The agreement amount does not include additional costs for Prevailing Wage. If required, purchaser authorizes this item to be invoiced as an additional charge.

11. User shall provide service feed wires of suitable capacity to location of display in advance of installation date.

12. Any additional labor, training, design development, etc. not specifically stated in this Agreement is not included in the Sales Agreement price and if provided, will be invoiced as an additional charge.

13. ABNORMAL INSTALL/UNUSUAL DIGGING, FENCING AND SOIL: Through wall installation is assumed to be normal stucco, wood or soft brick facing. If installer discovers unique circumstances inside wall or if unusual digging conditions (i.e.; ledge, water, underground utilities, excessive rocky or sandy conditions requiring additional equipment or labor, etc.) are encountered in ground installation, this contract is binding. However, an additional cost will be added to the contract price. Any required fencing to be installed by purchaser or general contractor. Any special testing or handling of soil will be an extra.

14. Purchaser is taking full responsibility for making its own evaluation of the adequacy and accuracy of all projections. Purchaser shall have no claim against Quiel Brothers Sign Company, Inc. or anyone with respect thereto.

OWNER: QUIEL BROTHERS ELECTRIC SIGN SERVICE CO., INC

Account Rep: ____________________________________________
By: _________________________________________________
By: _________________________________________________
Date: ________________________________________________

PURCHASER: Rio Real School District

By: X ________________________________________________
X _________________________________________________
Print Name / Title __________________________________
Date X ______________________________________________

Please initial at the bottom of Page 1

BUSINESS ADMINISTRATION OFFICE: 272 S 7TH STREET, SAN BERNADINO CA. 92410, PH (909) 885-8478 * FAX (909) 885-2239
COACHELLA VALLEY (760) 347-8370* HIGH DESERT (760) 955-7446 – LICENSE NO. 217345

12/2016
Agenda Item: 11.23. Approve proposal from JMB Services, Inc. for the landscaping installation of planters, irrigation and planning at Rio Del Valle Middle School.

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: Rio Del Valle Middle School's project included the site preparation for planters, a new irrigation system, and planting of shrubbery around the campus.

Financial Impact: Financial Impact: $24,742.80
Funding Source: Measure G

Recommended Motion: Staff recommends the approval of the proposal from JMB Services for the site preparation, irrigation, and planting phase at Rio Del Valle Middle School.

Attachments:
Invoice from JMB
**Landscape Installation Proposal**

Submitted To: Del Valle Middle School  
2500 E. Vineyard Ave Suite 1-100  
Oxnard, CA 93036

Project: Del Valle Middle School  
3100 Rose Avenue  
Oxnard, CA 93036  
805-264-4133

**Scope**

We propose to furnish the following scope of work to complete the above mentioned project:

**Job is for:**

Rio School District:  
Del Valle Middle School.

This is a prevailing wage contract.

**Site Preparation**

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Price/Unit</th>
<th>Extended</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>RAISED PLANTER SOIL</td>
<td>1.00</td>
<td>COMPLE</td>
<td>3,250.00</td>
<td>3,250.00</td>
<td>3,250.00</td>
</tr>
<tr>
<td>SUPPLIES</td>
<td>1.00</td>
<td>Comp</td>
<td>1,500.00</td>
<td>1,500.00</td>
<td>1,500.00</td>
</tr>
<tr>
<td>KUBOTA LG W/ SCRAPER</td>
<td>1.00</td>
<td>COMPLE</td>
<td>1,250.00</td>
<td>1,250.00</td>
<td>1,250.00</td>
</tr>
<tr>
<td>INSTALLATION LABOR</td>
<td>48.00</td>
<td>HR</td>
<td>145.00</td>
<td>6,880.00</td>
<td>6,880.00</td>
</tr>
<tr>
<td>MOBILIZATION</td>
<td>1.00</td>
<td>EA</td>
<td>1,200.00</td>
<td>1,200.00</td>
<td>1,200.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>14,160.00</td>
<td>14,160.00</td>
</tr>
</tbody>
</table>

**Irrigation**

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Price/Unit</th>
<th>Extended</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>DRIP SYSTEM FOR NEW PLANINGS</td>
<td>1.00</td>
<td>COMPLE</td>
<td>4,500.00</td>
<td>4,500.00</td>
<td>4,500.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>4,500.00</td>
<td>4,500.00</td>
</tr>
</tbody>
</table>

**Planting**

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Price/Unit</th>
<th>Extended</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>FESTUCA GLAUCA</td>
<td>60.00</td>
<td>01 GA</td>
<td>9.99</td>
<td>599.40</td>
<td>599.40</td>
</tr>
<tr>
<td>ROSE PINK DRIFT</td>
<td>36.00</td>
<td>05 GA St</td>
<td>18.99</td>
<td>683.84</td>
<td>683.84</td>
</tr>
<tr>
<td>SALVIA GREGGII RED</td>
<td>24.00</td>
<td>05 GA St</td>
<td>24.99</td>
<td>599.76</td>
<td>599.76</td>
</tr>
<tr>
<td>TRACHYCARPUS FORTUNEI</td>
<td>12.00</td>
<td>7 FT BT</td>
<td>350.00</td>
<td>4,200.00</td>
<td>4,200.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>6,082.80</td>
<td>6,082.80</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>24,742.80</td>
<td>24,742.80</td>
</tr>
</tbody>
</table>

**Terms & Conditions**

Thank you for the opportunity to bid your project. This job may be accepted by signing and dating below. You have a three day right of refusal upon signing. Deposit will be the lesser of 10% or a maximum of $1,000.00. Payments are as follows: 30% at start of project; 30% at next designated phase; 25% at final phase and balance upon completion. Job shall take approximately
days to complete. Any landscape plan credit shall be applied to the final payment. After signing, job shall begin approximately 4-6 weeks from today. This is a final contract until all field measurements are verified by JMB Services, Inc representative.

CHANGE ORDERS:
Change order deductions will not be a one for one deduction. Due to overhead, travel and fuel expenses, change order credits shall be at 70% of labor price (8% $100.00 installed tree receive $70.00 credit on current contract).

Accepted By: ________________________________
Contact Information:
Main Contact Name: _________________________
Home __________________________
Work __________________________
Cell __________________________
Email Address __________________________
Date ________________________________

Spouse ________________________________
Home __________________________
Work __________________________
Cell __________________________
Email Address __________________________

Agreed To: ________________________________
JMB Services, Inc. Representative
date ________________________________

Field Measurements Verified: ______________
JMB Services, Inc. Representative
date ________________________________

NOTICE TO OWNER

Under the California Mechanics’ Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his/her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor’s subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain elements such as subcontractors or material suppliers are each required to provide you with a document called a “Preliminary Notice.” Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to protect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics’ lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics’ lien against your property is 90 days after substantial completion of your project.

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

1. Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract shall be filed with the county recorder for your further protection. The payment and performance bond will usually cost 1 to 5 percent of the contract amount depending on the contractor’s bonding ability. If a contractor cannot obtain such bonding, it may indicate his/her financial incapacity.

2. Require that payments be made directly to subcontractors and material suppliers through a joint contract. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint contract agreement should include the addendum approved by the registrar.

3. Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to assure that all persons due payment are actually paid.

4. Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional “Waiver and Release” forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3362 of the Civil Code. Most stationary stores will sell the “Waiver and Release” forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single family residence or a duplex owned by the individuals, the persons signing these releases lose the right to file a mechanics' lien.
claim against your property. In other types of construction, this protection may still be important, but may not be as complete.

To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanic's lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanic's Lien" signed by the person or entity that filed the mechanic's lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property.

Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826.

State law requires anyone who contracts to do construction work to be licensed by the Contractors State License Board in the license category in which the contractor is going to be working—if the total price of the job is $500.00 or more (including labor and materials).

Licensed contractors are regulated by laws designed to protect the public. If you contract with someone who does not have a license, the Contractors State License Board may be unable to assist you with a complaint. Your only remedy against an unlicensed contractor may be in civil court, and you may be liable for damages arising out of any injuries to the contractor or his or her employees.

You may contact the Contractors State License Board to find out if this contractor has a valid license. The Board has complete information on the history of licensed contractors, including any possible suspensions, revocations, judgments, and citations. The Board has offices throughout California. Please check the government pages of the White Pages for the office nearest you or call 1-800-321-CSLB for more information.

During the course of construction on your project, if we experience unforeseen obstacles such as blue stone, large rock, boulders, or extremely compacted soil, or any other obstacle which require the use of additional equipment and supplies, we will be charging an additional fee. This fee could average $100.00 per hour based upon time and materials. Owner to be notified in advance of charges once such obstacles are discovered.

**NOTICE OF RIGHT TO CANCEL**

**Notice of Cancellation**

(______
(enter date of transaction)

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable Instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you should cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a fax to:

JMB Services, Inc.
dba: Pacific Landscape Services
P.O. Box 654, CA 93012
805-484-0085 phone
805-484-7435 fax

not later than midnight of _______________

(date)

I hereby cancel this transaction__________________________
Agenda Item: 12.2. Future Meeting Dates: Special Board Meeting May 26, 2016, Regular Board Meetings June 8, 2016 and June 22, 2016

Attachments:
Agenda Item: 13. Adjournment

Attachments: