Public Content
Speaker: Oscar Hernandez

Rationale:

A Single Plan for Student Achievement (SPSA) must be written and implemented at all schools to raise students' academic performance, improve the educational program, and create a cycle of continuous improvement for schools. It requires collection and analysis of student performance data, setting priorities for program improvement, rigorous use of effective solution strategies, and ongoing monitoring of results.

The legislation established the following five requirements for Single Plan for Student Achievement:

1. School districts must assure that school site councils have assisted with the development and approved of the plan, known as the Single Plan for Student Achievement. EC Section 64001(f)
2. The content of the plan must be aligned with school goals for improving student achievement. EC Section 64001(f)
3. School goals must be based upon "an analysis of verifiable state data, including the Academic Performance Index...and the English Language Development test...and may include any data voluntarily developed by districts to measure student achievement... EC Section 64001(d)
4. The plan must be "reviewed annually and updated, including proposed expenditures of funds allocated to the school..." EC Section 64001(g)
5. Plans must be reviewed and approved by the governing board of the local educational agency. EC Section 64001(d)

The Single Plan for Student Achievement also includes the following required components of a school-wide plan:

1. The plan must include a comprehensive needs assessment.
2. The plan must include school-wide reform strategies.
3. The plan must demonstrate instruction is delivered by Highly Qualified Teachers.
4. The plan must offer high-quality, ongoing professional development.
5. The plan must include strategies to increase parent involvement.
6. The plan must assist pre-school student's transition from early childhood program to kindergarten.
7. The plan must include teachers in decisions regarding the use of academic assessments.
8. The plan must ensure assistance for students not meeting the standards.
9. The plan must include the coordination and integration of federal, state, and local programs and services.

Educational Services will provide an overview of the Single Plan for Student Achievement process.
A binder of completed Single Plans for Student Achievement are available at the district office for viewing.

Administrative Content

Executive Content
**Agenda Item Details**

<table>
<thead>
<tr>
<th>Meeting</th>
<th>Mar 15, 2017 - RSD Regular Board Meeting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category</td>
<td>9. Discussion/Action</td>
</tr>
<tr>
<td>Subject</td>
<td>9.4 Permission to Solicit Grocery Bids for Child Nutrition Services Items</td>
</tr>
<tr>
<td>Access</td>
<td>Public</td>
</tr>
<tr>
<td>Type</td>
<td>Action</td>
</tr>
<tr>
<td>Fiscal Impact</td>
<td>No</td>
</tr>
<tr>
<td>Recommended Action</td>
<td>Staff recommends approving the Child Nutrition Department to solicit grocery bids for Child Nutrition Services Items</td>
</tr>
</tbody>
</table>
| Goals         | Goal 3 - Create welcoming and safe environments where students attend and are connected to their school  
                Goal 2 - Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning. |

**Public Content**

**Speaker:**
Lacey Piper, Food Service Supervisor

**Rationale:**
In order to purchase various grocery products and dry goods, Rio has been using a Piggyback bid from Ventura Unified School District. For 2017-18, Ventura USD will not be issuing a piggybackable bid. Therefore, Rio SD will need to complete our own bidding process. Approval of this item is the first step in the bidding process. Permission is requested to bid and solicit requests for proposals for a variety of grocery products and dry goods.

**Administrative Content**

**Executive Content**
Agenda Item Details

Meeting: Mar 15, 2017 - RSD Regular Board Meeting
Category: 9. Discussion/Action
Subject: 9.5 Approval of proposal from Channel Islands Roofing, Inc. for the repair of the District Office Building due to heavy rain.
Access: Public
Type: Action
Fiscal Impact: Yes
Dollar Amount: 89,020.00
Budgeted: Yes
Budget Source: Routine Restricted Maintenance
Recommended Action: It is recommended that the Proposal be approved to alleviate repair the roof of the District Office Building.

Public Content

Speaker: Kristen Pilko

Rationale:

Due to the recent heavy rains, the District Office Building experienced leaks. All three floors of the building were leaking. Our tenant, Mission Avocado was very upset about these leaks and would like the situation repaired as soon as possible. Channel Islands Roofing, Inc.'s proposal includes erecting scaffolding to reach the higher floors, removal of the existing deck coating, inspecting for dry-rot, installing new drip edge metal, and covering the decks with two coats of Tufflex primer to avoid future water damage.

Channel Islands Roofing.pdf (323 KB)

Administrative Content

Executive Content
March 1, 2017

Rio School District
2500 E. Vineyard Ave #100
Oxnard CA, 93036
805-485-3111

ATTN: Kristen Pifko
RE: Window Ledges
South & East Sides

WE PROPOSE to furnish all labor and materials to perform work at the location referenced above in the following manner:

1. Erect scaffolding on south & east sides of building allowing access to underground parking lot.
2. Remove existing deck coating down to plywood sheathing at 33 ledges.
3. Inspect for dry-rot.
4. Install new drip edge metal.
5. Refasten existing window & wood siding flashing.
6. Prime decks with Tufflex primer.
7. Apply Tufflex coating at a rate of 2 ½ gals per one hundred sq.ft.
8. Apply second coat of Tufflex at same rate embedding rubber granules into wet coating.
9. Apply two (2) coats of Tufflex Al-Ester top coat.
10. Upon completion excessive debris from our work shall be removed.

BASE BID: $89,020.00

1. Price quoted good thirty (30) days.
2. Labor figured at current Ventura County Prevailing Wage rates.
3. Replacement of dry-rooted or damaged boards & sheathing will be completed, if necessary, on a “Time & Material” basis.

Submitted By: Richard Farrell, President
Accepted By: Date

WORKMANSHIP GUARANTEED FOR FIVE (5) YEARS FROM DATE OF COMPLETION
March 1, 2017

Rio School District
2500 E. Vineyard Ave #100
Oxnard CA, 93036
805-485-3111

ATTN: Kristen Pifko
RE: Window Ledges
    South & East Sides

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1. Price quoted good thirty (30) days.
2. Labor figured at current Ventura County Prevailing Wage rates.
3. Replacement of dry-rooted or damaged boards & sheathing will be completed, if necessary, on a “Time & Material” basis.

Submitted By: [Signature] 3-1-17
Richard Farrell, President  Date

Accepted By:  
Date

WORKMANSHIP GUARANTEED FOR FIVE (5) YEARS FROM DATE OF COMPLETION
Agenda Item Details

Meeting: Mar 15, 2017 - RSD Regular Board Meeting
Category: 9. Discussion/Action
Subject: 9.6 Approval of Proposal from Earth Systems for the geotechnical observation and testing during rough grading of the new STEAM K-8 School.
Access: Public
Type: Action
Fiscal Impact: Yes
Dollar Amount: 30,500.00
Budgeted: Yes
Budget Source: Measure G Funds

Recommended Action:

It is recommended that the proposal by Earth Systems be approved in order to proceed with the construction of the STEAM Academy.

Goals:

- Goal 3 - Create welcoming and safe environments where students attend and are connected to their school

Public Content

Speaker: Kristen Pfiko

Rationale:

The district solicited and received proposals from three consultants to perform these services. After reviewing the proposals, the district selected Earth Systems to perform the required services. In order to proceed with the construction of the STEAM Academy, geotechnical observations and compaction testing during rough grading need to be conducted that include laboratory testing. Earth Systems proposal includes compaction testing in parking lots and hardscape areas, and compaction testing in utility and storm drain trench backfills for the STEAM K-8 school.

Earth Systems Invoice K-8.pdf (1,342 KB)

Administrative Content

Executive Content
February 21, 2017

Attention: Kristen Pifko
Rio School District
2500 East Vineyard Avenue
Oxnard, CA 93036

Project: Rio S.T.E.A.M. K-8 School
2999 and 3001 North Ventura Road
Oxnard, California

Subject: Proposal to Provide Geotechnical Observation and Testing during Rough Grading

Earth Systems Southern California (Earth Systems) is pleased to submit this proposal to provide geotechnical observation and testing services during the construction phase of the Rio STEAM K-8 School in Oxnard, California. Although we have not been presented with a detailed construction schedule, an estimate of five weeks of grading for the overexcavation and recompaction of the soils below the buildings was provided verbally by a grading contractor familiar with the required scope of work. Using this estimate in combination with information provided in the referenced Project Plans, the Listing of Structural Tests and Special Inspections sheet, and our experience with projects of a similar nature, the following scope of work is anticipated:

Site Grading
Attendance will be provided by the Project Professional at the pre-job conference. When construction starts, geotechnical observations and compaction testing will be performed as necessary during the rough grading operations. Compaction testing will be performed in general accordance with ASTM D 6938. Project management (including site visits) and project review will be provided as deemed necessary by the Project Professional. The intent of such services is for the Project Professional to be kept aware of the status of the job so that questions pertaining to geotechnical details can be answered in a minimal amount of time, and so that "certification" can be issued soon after completion of the grading. A Final Grading Report will be issued as soon as possible after completion of the rough grading.

Laboratory Testing during Site Grading
Maximum density-optimum moisture curves will be run per ASTM D 1557 to be used for calculating relative densities of soils tested for compaction. Expansion index tests will be run per ASTM D 4829 for each building after grading is completed.
Compaction Testing within Parking Lots and Hardscape Areas
Testing of compaction of subgrade soils and aggregate base materials in the parking lots and hardscape areas will be performed in general accordance with ASTM D 6938 on an intermittent basis. Test results for compaction tests taken in parking lot and hardscape areas will be presented in written reports. Fees for analysis and final structural paving section recommendations will be provided.

Laboratory Testing for Parking Lots and Hardscape Work
Maximum density-optimum moisture curves will be run per ASTM D 1557 to be used for calculating relative densities of soils and aggregate base materials tested for compaction. Gradation tests will be performed on aggregate base samples in accordance with ASTM D 422. Resistance ("R") value tests will be run on parking lot subgrade soils in accordance with California Test Method 301. The R-value tests will be used to engineer final designs of the structural paving sections.

Compaction Testing in Utility and Storm Drain Trench Backfills
Compaction testing will be performed on an intermittent basis within trench backfills for storm drains and utilities, including electrical, water, gas, and sewer. Compaction testing will be conducted in general accordance with ASTM D 6938. This proposal does not include observations during placement of utilities, trench backfill compaction operations, or related operations. Compaction test results will be presented in written reports.

Laboratory Testing during Site Grading
Maximum density-optimum moisture curves will be run per ASTM D 1557 to be used for calculating relative densities of soils tested for compaction within trench backfills. If necessary, sand equivalent and/or gradation tests will be performed.

Geotechnical Foundation Observations and Testing
Footing excavation observations will be performed prior to placement of reinforcing steel. Verification of footing and slab subgrade premoistening will be performed for each building. In addition, drilling of piers for walkway columns will be observed and documented, as required by the Testing and Inspection List. Written reports documenting results of inspections and tests will be provided under the fees set forth herein.

Project Management, Engineering Review, and Consultation
Project management, engineering review, consultation, and preparation of reports will be provided by the Professional Staff of Earth Systems, including preparing and filing all required DSA-293 forms within the Project Box. Some of this time is budgeted within each of the categories described above.

EARTH SYSTEMS SOUTHERN CALIFORNIA
BASIS FOR CHARGES

The basis of charges for this proposal is the Fee Schedule dated September 1, 2016. Fees will be based on the number of hours of work provided toward the project and the rates for individual tasks listed in the fee schedule.

Our proposal is based on the understanding that all of the on-site services proposed above are subject to California Prevailing Wage law, and that all off-site services are not subject to Prevailing Wage law. In the event that the Department of Industrial Relations issues a required increase in Prevailing Wage during the time that the project is underway, or if they determine that Prevailing Wage law applies to off-site services, Client agrees to pay Consultant any additional compensation necessary to adjust Consultant's employees' wages to conform to Prevailing Wage law on this project.

ESTIMATED FEES

A schedule of construction has not yet been submitted to Earth Systems. Because of this, the following estimates should only be considered general approximations, and should not be considered "not-to-exceed".

Geotechnical observation & compaction testing during rough grading, including laboratory testing: $21,600.00
Compaction testing in parking lots & hardscape areas, including laboratory testing: $3,000.00
Compaction testing in utility & storm drain trench backfills, including laboratory testing: $2,700.00
Geotechnical foundation observations & testing, including pier installation: $3,200.00
Additional Services: Per Fee Schedule
Total Estimate $30,500.00

TERMS FOR SERVICES

The contractual terms negotiated for the Pre-DSA Work, and included in the "Geotechnical Services Agreement" between the Rio School District and Earth Systems Southern California, shall also apply to this phase of work on the project.
February 20, 2016

Upon acceptance of this proposal, please sign and date a copy and return it to Earth Systems Southern California, 1731 Walter Street, Suite A, Ventura, California 93003.

Respectfully submitted,

EARTH SYSTEMS SOUTHERN CALIFORNIA

Patrick V. Boales
Engineering Geologist No. 1346/President

Agreed to and Accepted

__________________________
Client Signature and Title

__________________________
Client Name (in print)

__________________________
Date

Copies: 1 - Rio School District, Attention: Kristen Pifko (via email)
         1 - Proposal File
Agenda Item Details

Meeting: Mar 15, 2017 - RSD Regular Board Meeting
Category: 9. Discussion/Action
Subject: 9.7 Approval of proposal from Earth Systems for special Inspections and materials testing services
Access: Public
Type: Action
Fiscal Impact: Yes
Dollar Amount: 134,000.00
Budgeted: Yes
Budget Source: Measure G Funds
Recommended Action: It is recommended that the proposal from Earth Systems be approved to provide special testing for the STEAM Academy.
Goals: Goal 3-Create welcoming and safe environments where students attend and are connected to their school

Public Content
Speaker: Kirsten Pifko

Rationale:
The district received proposals for testing services during the construction of the K-8 STEAM school from three consultants. After reviewing the proposals, Earth Systems was selected by the district. Earth Systems proposal provides a concrete batch plan inspection, on-site sampling and laboratory testing. They will also provide a steel identification and testing and masonry inspection. Earth Systems has included in their proposal the following inspections: Shop and field welding; high strength bolting Inspection and fire-proofing Installation Inspection.

Earth Systems proposal (2).pdf (1,489 KB)

Administrative Content

Executive Content

https://www.boarddocs.com/carlrd/Board.nsf/Private?open&login#
February 21, 2017

Attention: Kristen Pifko
Rio School District
2500 East Vineyard Avenue
Oxnard, CA 93036

Project: Rio S.T.E.A.M. K-8 School
2999 and 3001 North Ventura Road
Oxnard, California

Subject: Proposal to Provide Special Inspections and Materials Testing Services during Construction

References:
2. DSA, Undated, DSA-103 Form, Statement of Structural Tests and Special Inspections.

Earth Systems Southern California (Earth Systems) is pleased to submit this proposal to provide special inspections and materials testing services during the construction phase of the Rio S.T.E.A.M. K-8 School project in Oxnard, California. Although we have not been presented with a construction schedule, we have made assumptions for time required based on information provided in the referenced Project Plans, the Listing of Structural Tests and Special Inspections sheet, and our experience with projects of a similar nature. The following scope of work is anticipated:

Review of Concrete and Grout Mix Designs
An Engineer will review the submitted concrete and grout mix designs and check for conformance with project specifications. Summary letters will be issued.

Concrete Batch Plant Inspection
An Inspector will observe the batching operation at the time concrete is mixed. We anticipate that the batching will be performed off-site, and will not require Prevailing Wage rates for our inspector.

Concrete Sampling at Site
A technician will perform slump and temperature tests and sample the concrete as it is placed. Cylinders will be transported to the lab after initial curing at the site.

Concrete Strength Testing
Concrete cylinders will be stored in temperature-controlled curing tanks until compression tests are performed. Compression tests will be performed to test concrete strength at the specified intervals.
High Strength Bolt Identification, Sampling, and Installation Inspection
High strength bolts will be identified at the site, and sampled for strength testing. Installation of high strength bolts will be inspected by a Special Inspector. When appropriate, a Skidmore device will be used to calibrate tightening guns for twist-off bolts.

High Strength Bolt Testing
Samples of high strength bolts will be tested for strength characteristics. Written reports documenting the results will be provided.

Identifying and Sampling Reinforcing Steel
Reinforcing steel will be identified and tagged for transport at the steel fabrication facility, and samples will be returned to the laboratory for testing.

Laboratory Testing of Reinforcing Steel
Tensile and bend strength testing will be performed on samples of reinforcing steel.

Masonry Inspection and CMU Block Identification
Identification and sampling of CMU block will be provided prior to delivery to the project site. A DSA-approved Special Inspector will observe the masonry work on a full time basis.

Grout Batch Plant Inspection
An inspector will observe the batch plant operation at the time grout is mixed. We have assumed that these inspections will be performed off-site, and will thus not require Prevailing Wage rates.

Grout and Mortar Sampling at Site
A DSA-approved Masonry Special Inspector will inspect grout and mortar placement and sample the grout and mortar at the site. Samples will be transported to the lab after initial curing at the site.

Grout, Mortar, CMU Core, and CMU Prism Strength Testing
Samples of grout, mortar, and CMU prisms will be stored in temperature-controlled curing tanks until compression tests are performed. CMU cores will be stored after being cut from the completed structures. Compression tests will be performed to test strength at the specified intervals. (Estimated fees for coring the CMU are also included.) Reports documenting the results will be provided.

Additional Block and CMU Laboratory Testing
In addition to compressive strength testing, we also anticipate performing absorption, initial moisture, unit weight, and shrinkage tests.

Post-Installed Anchor Testing
Pull testing of post-installed anchors placed in concrete and masonry will be performed by one of our technicians, as necessary. (If required, an Inspector will also observe anchor installation.)

EARTH SYSTEMS SOUTHERN CALIFORNIA
Welding Inspection at Site
An AWS Certified Welding Inspector will observe the welding when required by the project plans.

Welding Inspection at Fabrication Shop
An AWS Certified Inspector will observe the welding at the fabrication shop.

Non-Destructive Welding Inspection
A Special Inspector will utilize non-destructive testing techniques, as necessary, to verify quality of welds.

Fire-Proofing Inspection
A Special Inspector will observe the application of spray-applied fire-proofing to verify compliance with DSA requirements.

Fire-Proofing Testing
Samples of spray-applied fire-proofing will be tested for bond strength and density.

Engineering Review and Consultation
Engineering review, consultation, and preparation of reports will be provided, including preparing and filing all required DSA-291 forms within the Project Box. Some of this time is budgeted within each of the categories described above.

Services Not Expected to Be Required
Special inspection of glued laminated ("glu-lam") wood components is not currently expected to be required according to the Statement of Structural Tests and Special Inspections.

BASIS FOR CHARGES

The basis of charges for this proposal is the Fee Schedule dated September 1, 2016. Fees will be based on the number of hours of work provided toward the project and the rates for individual tasks listed in the fee schedule.

Our proposal is based on the understanding that all of the on-site services proposed above are subject to California Prevailing Wage law, and that all off-site services are not subject to Prevailing Wage law. In the event that the Department of Industrial Relations issues a required increase in Prevailing Wage during the time that the project is underway, or if they determine that Prevailing Wage law applies to off-site services, Client agrees to pay Consultant any additional compensation necessary to adjust Consultant's employees' wages to conform to Prevailing Wage law on this project.

EARTH SYSTEMS SOUTHERN CALIFORNIA
ESTIMATED FEES

A schedule of construction has not yet been submitted to Earth Systems. Because of this, the following estimates should only be considered general approximations, and should not be considered "not-to-exceed". However, if after the project begins, fees are expected to exceed those estimated herein, a change order request will be issued with a revised estimate for approval by the Rio School District.

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
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<tbody>
<tr>
<td>Concrete Batch Plant Inspection, On-site Sampling &amp; Laboratory Testing</td>
<td>$34,000.00</td>
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<tr>
<td>Steel Identification &amp; Testing (including Anchor Pull Testing)</td>
<td>$12,400.00</td>
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<tr>
<td>Masonry Inspection and Associated Laboratory Testing</td>
<td>$29,500.00</td>
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<tr>
<td>Shop &amp; Field Welding Inspection</td>
<td>$45,100.00</td>
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<tr>
<td>High Strength Bolting Inspection and Testing</td>
<td>$7,200.00</td>
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<tr>
<td>Fire-Proofing Installation inspection and Testing</td>
<td>$5,800.00</td>
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<td><strong>Additional Services:</strong></td>
<td><strong>Per Fee Schedule</strong></td>
</tr>
<tr>
<td><strong>Total Estimate</strong></td>
<td>$134,000.00</td>
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</table>

TERMS FOR SERVICES

The contractual terms negotiated for the Pre-DSA Work, and included in the "Geotechnical Services Agreement" between the Rio School District and Earth Systems Southern California, shall also apply to this phase of work on the project.

Upon acceptance of this proposal, please sign and date a copy and return it to Earth Systems Southern California, 1731 Walter Street, Suite A, Ventura, California 93003.

Respectfully submitted,

EARTH SYSTEMS SOUTHERN CALIFORNIA

Patrick V. Boales
Engineering Geologist No. 1346/President

Anthony P. Mazzei
Geotechnical Engineer No. 2823

Agreed to and Accepted

__________________________
Client Signature and Title

__________________________
Client Name (in print)

__________________________
Date

Copies: 1 - Rio School District (via email)  
1 - Proposal File

EARTH SYSTEMS SOUTHERN CALIFORNIA
## Agenda Item Details

**Meeting**  
Mar 15, 2017 - RSD Regular Board Meeting

**Category**  
9. Discussion/Action

**Subject**  
9.8 Request for Notice of Award for Reed Mechanical Systems work on Building D HVAC Pilot at Rio Real.

**Access**  
Public

**Type**  
Action

**Fiscal Impact**  
Yes

**Dollar Amount**  
164,800.00

**Budgeted**  
Yes

**Budget Source**  
Measure G Funds

**Recommended Action**  
It is recommended that Reed Mechanical Systems be awarded the bid for the HVAC Pilot at Rio Real.

**Goals**  
Goal 3: Create welcoming and safe environments where students attend and are connected to their school

## Public Content

**Speaker:** Kristen Pifko

**Rationale:** The district is planning a pilot of a HVAC design for the kindergarten building at Rio Real. This project was designed over the past year.

Project 17-5001-4G for the HVAC Pilot at Rio Real was put out to the district's CUPCCAA list for bid. A pre bid job walk was conducted. The district received two bids by the March 2, 2017 deadline.

The lowest bidder was Reed Mechanical Systems. A Notice of Award should be given to Reed for providing the work at Rio Real on the HVAC project.

[Reed Mechanical Systems Bid.pdf (2,630 KB)](https://www.boarddocs.com/ca/rioBoard.nsf/Private/open&cogn#)
March 6, 2017

Rio School District
2500 E. Vineyard Ave, Suite 1-100
Oxnard, CA 93036
Attn: Kristen Pifko, Assistant Superintendent Business Services

Subject: Building D HVAC Pilot
         Rio Real School
         Oxnard, CA

Re: Project 17-5001-4G – Building D HVAC Pilot at Rio Real School
    Recommendation to Request Board approval for issuance of Notice of Award

Dear Mrs. Pifko,

Please accept this letter as recommendation to request Board approval for issuance of the Notice of Award for work related to RSD Project 17-5001-4G Building D HVAC Pilot at Rio Real School;

Reed Mechanical Systems, Inc. Base Agreement $ 164,800.00

Should you have any questions, please contact me at any time.

Respectfully,

Jesus M. Ibarra
Project Engineer
Balfour Beatty Construction, Inc

cc. Kristen Pifko, RSD
    Dennis Kuykendall, Balfour Beatty Construction
    Sophie Limon, Balfour Beatty Construction
    File
## Bid Results Sheet

**Project** 17-5001-4G Building D HVAC Pilot  
**Project Location:** Rio Real  
**Measure G Bond**

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>Bid Form</th>
<th>D/I/D</th>
<th>Registration Certificate</th>
<th>Non-Collusion Affidavit</th>
<th>CER of Prevailing Wage</th>
<th>Statement of Experience</th>
<th>Acknowledgement of Bidding Practices</th>
<th>Addendum #1</th>
<th>Job Walk</th>
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</thead>
<tbody>
<tr>
<td>United Mechanical Systems</td>
<td>$255,000.00</td>
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<tr>
<td>Reed Mechanical Systems</td>
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</table>

**Bid Date:** 3/2/2017  
**Bid Time:** 10:15 AM

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17-5001-4G BUILDING D HVAC PILOT @ REAL  
BID RESULTS 3/2/17 10:18 AM

BBC

[Signature]

[Signature]
<table>
<thead>
<tr>
<th>Name of Person</th>
<th>Company</th>
<th>E-mail Address</th>
<th>Contact Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jesus Muguerza Ibarra</td>
<td>Balfour Beatty Construction</td>
<td><a href="mailto:jesusmuguerza@balfourbeattyus.com">jesusmuguerza@balfourbeattyus.com</a></td>
<td>805-368-1326</td>
</tr>
</tbody>
</table>
SECTION 00210

BID FORM
(CUPCCAA PROJECTS UP TO $175K)

TO: RIO SCHOOL DISTRICT, a political subdivision of the State of California ("District"), acting by and through its Board of Trustees ("Board"), 2500 Vineyard Avenue, Oxnard, CA 93036.

FROM: Reed Mechanical Systems, Inc
(Name of Bidder aslisted on License)

(Address)
Ventura, CA 93001

(City, State, Zip Code)
(805) 760-5624

(Telephone) (FAX)
Tom Reed, President
(Name(s) of Bidder’s Authorized Representative(s) & Title)

1. Bid.

1.1 Bid Amount. Pursuant to and in compliance with the Notice to Contractors Calling for Bids, the Instructions for Bidders and the other documents relating thereto, the undersigned bidder having reviewed the Instructions for Bidders and all other Contract Documents¹ and upon compliance with all requirements therein with reference to the submittal of this bid, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes, and services necessary to perform the Contract and complete in a workmanlike manner all of the Work required for the CUPCCAA Project described as: Building D HVAC Pilot at Rio Real School, RSD Project # 17-5001-4G in accordance with the Contract Documents for the sum of:

"Total" Base Bid: Building D HVAC Pilot at Rio Real School, RSD Project # 17-5001-4G

One hundred sixty-four thousand eight hundred dollars ($ 164,800.00 )

(Amount in Words)
(In Numbers)

The undersigned bidder agrees to achieve Final Completion of the Work within the Contract Time set forth in the Contract Documents.

¹ Capitalized terms used herein shall have the same meanings as those set forth in the General Conditions, Section 700, unless otherwise defined herein.
1.2 Alternate Bid Items Proposal. Bidders must provide a proposal price for each additive or deductive alternate bid item set forth herein; failure to do so will result in rejection of the bid proposal for non-responsiveness. After the public opening and reading of the bids, the District will in its sole and exclusive discretion select all, some or none of the additive or deductive alternate bid items for inclusion in the Contract awarded hereunder. The foregoing notwithstanding, if the District elects to include some, but not all of the alternate bid items in the Contract to be awarded hereunder, the selection of such alternate bid items will be by priority, as follows:

Alternates are listed from the highest to lowest priority based on their numerical orders.

Add/Alternate Bid No. 1

NONE

Dollars ($___________)

(Amount in Words)

(In Numbers)

1.3 Acknowledgment of Bid Addenda. In submitting this bid, the undersigned bidder acknowledges receipt of all bid addenda issued by or on behalf of the District, as set forth below. The bidder confirms that this bid incorporates and is inclusive of, all items or other matters contained in bid addenda.

Addenda No. 1, dated 2/23/2017, through No. 1, dated 2/23/2017, received, acknowledged and incorporated into this bid.

1.4 Alternate Bid Items. The bidder's price proposal(s) for alternate bid items is/are set forth in the form of alternate bid item proposal included herewith. The bidder acknowledges that, in accordance with the Instruction for Bidders, the Contract for the Work may be awarded in the District’s sole discretion with or without some, all or none of the alternate bid items being incorporated into the scope of the Contract awarded. The bidder further acknowledges that the District’s selection of alternate bid items, if any, for inclusion in the Contract awarded will be in accordance with the Instructions for Bidders.

2. Rejection of Bid; Holding Open of Bid. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period of time specified in the Call for Bids, except as provided by law.

3. Documents Comprising Bid. The undersigned bidder has submitted as its bid the following:

1. 00210 Bid Form
2. 00215 Designation of Subcontractors
3. 00218 Contractors Registration Certification (DIR)
4. 00220 Non-Collusion Affidavit
5. 00222 Certification of Prevailing Wage
6. 00230 Contractor's Statement of Experience
7. 00240 Acknowledgment of Bidding Practices Regarding Indemnity

The bidder acknowledges that if this bid is not fully in compliance with applicable
requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the bid may be rejected as non-responsive.

4. **Award of Contract.** It is understood and agreed that if written notice of the acceptance of this bid and award of the Contract thereon is mailed, telegraphed or delivered by the District to the undersigned after the opening of bids and within the time this bid is required to remain open or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District the Agreement in the form attached hereto in accordance with the Bid as accepted within ten (10) calendar days after notification of acceptance and award. Concurrently with delivery of the executed Agreement to the District, the bidder awarded the Contract shall deliver to the District: (a) certificates of insurance evidencing all insurance coverage required under the Contract Documents; (b) the performance bond; (c) the labor and material payment bond; (d) the Certificate of Workers' Compensation Insurance; and (e) the drug-free workplace certificate. The Work under the Contract Documents shall be commenced by the undersigned bidder, if awarded the Contract, on the date stated in the District's Notice to Proceed issued pursuant to the Contract Documents and completion of the Work shall be achieved within the Contract Time specified in the Contract Documents.

5. **Notices.** All notices or other correspondence shall be addressed to the District and the bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

6. **Contractor's License.** The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§ 7000, et seq., under the following:

   License Number: 957662
   Class C20 Expiration date 12/31/2017
   Class Expiration date

   By executing this bid, the bidder hereby certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work of the Contract Documents shall be so similarly and appropriately licensed to perform or provide such portion of the Work.

7. **Designation of Subcontractors.** In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§ 4100, et seq.) and amendments thereof, each bidder shall set forth in the Subcontractors List: (a) the name and location/address of the place of business of each Subcontractor who will perform work or labor or render services to the bidder in or about the construction of the Work to be performed under the Contract Documents in an amount in excess of one-half of one percent (0.005%) of the bidder's bid; and (b) the portion of the Work which will be performed by each listed Subcontractor. The bidder shall list only one Subcontractor for each portion of the Work as is defined by the bidder in its bid. If a bidder fails to list a Subcontractor or if
the bidder specifies more than one Subcontractor for the same portion of Work to be performed under the Contract Documents valued in excess of one-half of one percent (0.005%) of the bidder's bid amount, the bidder shall be deemed to have agreed that it is "fully qualified" to perform that portion of the Work itself and that it shall perform that portion of the Work.

(In addition refer to Specification Section 00100 Instruction to Bidders, Section 21 Subcontractors, Sub Section 21.1 Designation of Subcontractors; Subcontractors list of the contract documents.)

8. Confirmation of Figures. By submitting this bid, the bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned bidder in preparing and submitting this bid.

9. Acknowledgment and Confirmation. The undersigned bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned bidder certifies that it has, or as available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

(Signature of Bidder’s Authorized Representative)

Tom Reed
Typed or Printed Name

President
Title

tomr@reedmechs.com
E-mail Address of Bidder’s Authorized Representative

1000007126
Department Of Industrial Relations Registration Number

03/02/2017
Date
**Agenda Item Details**

**Meeting**
Mar 15, 2017 - RSD Regular Board Meeting

**Category**
9. Discussion/Action

**Subject**
9.9 Request for Notice of Award for Reed Mechanical Systems work on Building F HVAC Pilot at Rio Del Norte Elementary School.

**Access**
Public

**Type**
Action

**Fiscal Impact**
Yes

**Dollar Amount**
284,086.48

**Budgeted**
Yes

**Budget Source**
Measure G Funds

**Recommended Action**
It is recommended that Reed Mechanical Systems receive the Notice of Award for HVAC work at Rio Del Norte.

**Goals**
Goal 3: Create welcoming and safe environments where students attend and are connected to their school

---

**Public Content**

**Speaker:** Kristen Piikko

**Rationale:**

The district plans to pilot a HVAC system in Building F at Rio del Norte.

Project 17-5001-11G Building F for the HVAC Pilot at Rio Del Norte Elementary School was sent out for bid to contractors on the district's CUPCAA list.

A mandatory pre bid job walk was held at Rio del Norte. Bids were due to the district on March 2, 2017.

The lowest bidder was Reed Mechanical Systems. A Notice of Award should be given to Reed for providing the work at Rio Del Norte on the HVAC project.

**Reed Mechanical Systems, Inc. Base Agreement**

- Installing units and all work per plans

**US Airconditioning Distributors**

- Providing custom units design for RDN

**Total Construction Cost**

$284,086.48

---

**BalfourHVACDelNorte.pdf (10,275 KB)**

---

**Administrative Content**

https://www.boarddocs.com/ca/ro/Board.rs9/Private/Open/login#
Rio School District  
2500 E. Vineyard Ave, Suite 1-100  
Oxnard, CA 93036  
Attn: Kristen Pilko, Assistant Superintendent Business Services

Subject: Building F HVAC Pilot  
Rio Del Norte Elementary School  
Oxnard, CA

Recommendation to Request Board approval for issuance of Notice of Award

March 6, 2017

Dear Mrs. Pilko,

Please accept this letter as recommendation to request Board approval for issuance of the Notice of Award for work related to RSD Project 17-5001-11G Building F HVAC Pilot at Rio Del Norte Elementary School;

Reed Mechanical Systems, Inc. Base Agreement  
- Installing units and all work per plans  
US Airconditioning Distributors  
- Providing custom units design for RDN

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
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<tr>
<td>Reed Mechanical Systems, Inc. Base Agreement</td>
<td>$121,000.00</td>
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<tr>
<td>US Airconditioning Distributors</td>
<td>$163,086.48</td>
</tr>
</tbody>
</table>

TOTAL Construction Cost $284,086.48

Should you have any questions, please contact me at any time.

Respectfully,

Jesus Muguerza Ibarra  
Project Engineer  
Balfour Beatty Construction, Inc

cc. Kristen Pilko, RSD  
Dennis Kuykendall, Balfour Beatty Construction  
Sophia Limon, Balfour Beatty Construction  
File
### RSD Project 17-5001-11G Building F HVAC Pilot

**Project Location:** Rio Del Norte

**Measure G Bond**

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>Bid Form</th>
<th>Designation Of Subcontractors</th>
<th>Registration Certification (DB)</th>
<th>Non-Collusion Affidavit</th>
<th>Cert. of Prevailing Wage</th>
<th>Statement Of Experience</th>
<th>Acknowledgement of Bidding Practices</th>
<th>Addendum #1</th>
<th>Job Walk</th>
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</tr>
<tr>
<td>REED MECHANICAL SYSTEMS</td>
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<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
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</tr>
</tbody>
</table>

**Bid Results Sheet**

- **Bid Date:** 3/2/2017
- **Bid Time:** 10:00 AM

**17-5001-11G BUILDING F HVAC PILOT BID RESULTS 3/2/17 10:00 AM**

**BBC**

Signature: [Signature]
**Bid Submittal Sign In Sheet of Attendees**

**17-5001-11G Building F HVAC Pilot at Rio Del Norte**

3/2/2017

<table>
<thead>
<tr>
<th>Name of Person</th>
<th>Company</th>
<th>E-mail Address</th>
<th>Contact Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jesus Muguerza Ibarra</td>
<td>Balfour Beatty Construction</td>
<td><a href="mailto:jesusmuguerza@balfourbeattyus.com">jesusmuguerza@balfourbeattyus.com</a></td>
<td></td>
</tr>
<tr>
<td>Fernando De Jesus</td>
<td>United Mechanical</td>
<td><a href="mailto:jeremy@unitedmechanical.com">jeremy@unitedmechanical.com</a></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>
TO: RIO SCHOOL DISTRICT, a political subdivision of the State of California ("District"), acting by and through its Board of Trustees ("Board"), 2500 Vineyard Avenue, Oxnard, CA 93036.

FROM: Reed Mechanical Systems, Inc

(Name of Bidders as listed on License)

(Ave)

(Address)

Ventura, CA 93001

(State, Zip Code)

(Phone) (FAX)

Tom Reed, President

(Name(s) of Bidder’s Authorized Representative(s) & Title)

1. Bid.

1.1 Bid Amount. Pursuant to and in compliance with the Notice to Contractors Calling for Bids, the Instructions for Bidders and the other documents relating thereto, the undersigned bidder having reviewed the Instructions for Bidders and all other Contract Documents\(^1\) and upon compliance with all requirements therein with reference to the submittal of this bid, hereby proposes and agrees to perform the Contract Including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes, and services necessary to perform the Contract and complete in a workmanlike manner all of the Work required for the CUPCCAA Project described as: Building F HVAC Pilot at Rio Del Norte Elementary School, RSD Project # 17-5001-11G in accordance with the Contract Documents for the sum of:

"Total" Base Bid: Building F HVAC Pilot at Rio Del Norte Elementary School, RSD Project # 17-5001-11G

One hundred twenty-one thousand Dollars ($121,000.00)

(Amount in Words) (In Numbers)

The undersigned bidder agrees to achieve Final Completion of the Work within the Contract Time set forth in the Contract Documents.

\(^1\) Capitalized terms used herein shall have the same meanings as those set forth in the General Conditions, Section 700, unless otherwise defined herein.
1.2 Alternate Bid Items Proposal. Bidders must provide a proposal price for each additive or deductive alternate bid item set forth herein; failure to do so will result in rejection of the bid proposal for non-responsiveness. After the public opening and reading of the bids, the District will in its sole and exclusive discretion select all, some or none of the additive or deductive alternate bid items for inclusion in the Contract awarded hereunder. The foregoing notwithstanding, if the District elects to include some, but not all of the alternate bid items in the Contract to be awarded hereunder, the selection of such alternate bid items will be by priority, as follows:

Alternates are listed from the highest to lowest priority based on their numerical orders.

Add/Alternate Bid No. 1

NONE

Dollars ($______)

(Amount in Words) (In Numbers)

1.3 Acknowledgment of Bid Addenda. In submitting this bid, the undersigned bidder acknowledges receipt of all bid addenda issued by or on behalf of the District, as set forth below. The bidder confirms that this bid incorporates and is inclusive of, all items or other matters contained in bid addenda.

Addenda No. 1, dated 2/23/2017 through No. 1, dated 2/23/2017, received, acknowledged and incorporated into this bid.

1.4 Alternate Bid Items. The bidder's price proposal(s) for alternate bid items is/are set forth in the form of alternate bid item proposal included herewith. The bidder acknowledges that, in accordance with the Instruction for Bidders, the Contract for the Work may be awarded in the District's sole discretion with or without some, all or none of the alternate bid items being incorporated into the scope of the Contract awarded. The bidder further acknowledges that the District's selection of alternate bid items, if any, for inclusion in the Contract awarded will be in accordance with the Instructions for Bidders.

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   3. 00218 Contractors Registration Certification (DIR)
   4. 00220 Non-Collusion Affidavit
   5. 00222 Certification of Prevailing Wage
   6. 00230 Contractor's Statement of Experience
   7. 00240 Acknowledgment of Bidding Practices Regarding Indemnity

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requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the bid may be rejected as non-responsive.

4. **Award of Contract.** It is understood and agreed that if written notice of the acceptance of this bid and award of the Contract thereon is mailed, telegraphed or delivered by the District to the undersigned after the opening of bids and within the time this bid is required to remain open or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District the Agreement in the form attached hereto in accordance with the Bid as accepted within ten (10) calendar days after notification of acceptance and award. Concurrently with delivery of the executed Agreement to the District, the bidder awarded the Contract shall deliver to the District: (a) certificates of insurance evidencing all insurance coverage required under the Contract Documents; (b) the performance bond; (c) the labor and material payment bond; (d) the Certificate of Workers' Compensation Insurance; and (e) the drug-free workplace certificate. The Work under the Contract Documents shall be commenced by the undersigned bidder, if awarded the Contract, on the date stated in the District's Notice to Proceed issued pursuant to the Contract Documents and completion of the Work shall be achieved within the Contract Time specified in the Contract Documents.

5. **Notices.** All notices or other correspondence shall be addressed to the District and the bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

6. **Contractor's License.** The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§ 7000, et seq., under the following:

   License Number: 957662  
   Class: c20  Expiration date: 12/31/2017  
   Class:____  Expiration date:_______  
   Class:____  Expiration date:_______

   By executing this bid, the bidder hereby certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work of the Contract Documents shall be so similarly and appropriately licensed to perform or provide such portion of the Work.

7. **Designation of Subcontractors.** In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§ 4100, et seq.) and amendments thereof, each bidder shall set forth in the Subcontractors List: (a) the name and location/address of the place of business of each Subcontractor who will perform work or labor or render services to the bidder in or about the construction of the Work to be performed under the Contract Documents in an amount in excess of one-half of one percent (0.005%) of the bidder's bid; and (b) the portion of the Work which will be performed by each listed Subcontractor. The bidder shall list only one Subcontractor for each portion of the Work as is defined by the bidder in its bid. If a bidder fails to list a Subcontractor or if
the bidder specifies more than one Subcontractor for the same portion of Work to be performed under the Contract Documents valued in excess of one-half of one percent (0.005%) of the bidder’s bid amount, the bidder shall be deemed to have agreed that it is “fully qualified” to perform that portion of the Work itself and that it shall perform that portion of the Work.

(In addition refer to Specification Section 00100 Instruction to Bidders, Section 21 Subcontractors, Sub Section 21.1 Designation of Subcontractors; Subcontractors list of the contract documents.)

8. Confirmation of Figures. By submitting this bid, the bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned bidder in preparing and submitting this bid.

9. Acknowledgment and Confirmation. The undersigned bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned bidder certifies that it has, or as available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

[Signature]

Signature of Bidder’s Authorized Representative

Tom Reed

Typed or Printed Name

President

Title

tomr@reedmechsys.com

E-mail Address of Bidder’s Authorized Representative

1000007126

Department Of Industrial Relations Registration Number

03/02/2017

Date

(CUPCCAA PROJECT) Bid Form – 00210
Building F HVAC Pilot at Rio Del Norte Elementary School,
RSD Project # 17-5001-11G
Page 4 of 5
SECTION 00215

DESIGNATION OF SUBCONTRACTORS
(CUPCCAA PROJECTS UP TO $175K)

(Must be submitted with bid)

1. In compliance with the Subletting and Subcontracting Fair Practices Act (Government Code Section 4100, et seq.) and any amendments thereof, each bidder shall set forth below:

   a. The name and the location of the place of business of each service to the prime contractor in or about the construction of the work or improvement to be performed under this contract in an amount in excess of one-half of one percent (0.005%) of the prime contractor's total bid, and

   b. The portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in this bid.

2. If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent (0.005%) of the prime contractor's total bid, the prime contractor shall be deemed to have agreed to be fully qualified to perform that portion of work, and that it shall be performed by the contractor.

3. No prime contractor whose bid is accepted shall:

   a. Substitute any subcontractor without written approval by the District,

   b. Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid,

   c. Sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as was originally bid and did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent (0.005%) of the prime contractor's total bid as to which subcontractor was designated in the original bid shall only be permitted to cases of public emergency or necessity, and then only after a finding reduced to writing as public record of the authority awarding this contract, setting forth the facts constituting the emergency or necessity.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate.
4. MANDATORY REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS - Senate Bill 854 requires ALL contractors and subcontractors submitting bids on public works projects to be registered with the Department of Industrial Relations ("DIR") for purposes of labor compliance. All contractors and subcontractors must submit proof of valid, accurate, and current DIR registration with their bid. Rio School District will not accept bids from any contractors or subcontractors who are not registered with the DIR at the time the bid is submitted. Any contractors or subcontractors submitting a bid without being registered with the DIR at the time of bid will have their bid rejected as being non-responsive. All contractors must affirmatively acknowledge their obligation not to hire subcontractors who lack an accurate, valid DIR registration number.
### Subcontractor List

<table>
<thead>
<tr>
<th>Subcontractor’s Licensed Name and DIR Registration Number (Required)</th>
<th>Subcontractor Valid License Number (Required)</th>
<th>Complete address of Subcontractor’s Office, Mill or Shop (Required)</th>
<th>Subcontractor’s Trade or Portion of Work (Required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Channel Islands Roofing 1000000747</td>
<td>395828</td>
<td>4155 N Southbank Rd Oxnard, Ca 93036</td>
<td>Roofing</td>
</tr>
<tr>
<td>Ed Chavez Plaster 1000021382</td>
<td>902552</td>
<td>1003 Harvey Dr Santa Paula, Ca 93060</td>
<td>Plastering</td>
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<td>Magnum Fence 1000010033</td>
<td>719567</td>
<td>1070 N Ventura Ave Ventura, Ca 93001</td>
<td>Fence</td>
</tr>
<tr>
<td>EJS Construction 1000010120</td>
<td>560947</td>
<td>4998 Foothill Road Carpinteria, Ca 93013</td>
<td>Framing, Drywall, Concrete, Paint</td>
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<tr>
<td>California Power Vac 1000011573</td>
<td>836832</td>
<td>25433 Rye Canyon Rd Valencia, Ca 91355</td>
<td>Duct Cleaning</td>
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<tr>
<td>Pacific Coast Locators 1000013899</td>
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<td>2606 Foothill Blvd Sta G La Crescenta, Ca 91214</td>
<td>UG Utility Locator</td>
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<tr>
<td>Powersmart Electric 1000047148</td>
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<td>1833 Portola Rd Unit G Ventura, Ca 93003</td>
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<tr>
<td>Precision Air Balance 1000000337</td>
<td>633805</td>
<td>1240 N Jefferson St Ste H Anaheim, Ca 92807</td>
<td>Test &amp; Balance</td>
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<td>763803</td>
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Name of Bidder: Reed Mechanical Systems, Inc

Authorized Signature: [Signature]

(CUPCCAA PROJECT) Designation of Subcontractors – 00215
Building F HVAC Pilot at Rio Del Norte Elementary School,
RSD Project #17-5001-11G
Page 3 of 4
Pursuant to Public Contract Code Section 1726.5, a contractor or subcontractor must be registered with the Department of Industrial Relations in order to bid on, to be listed in a bid proposal or to engage in the performance of any defined public work contract.

Tom Reed, President, certify that Reed Mechanical Systems, Inc is currently registered as a contractor with the Department of Industrial Relations:

Contractor's DIR Registration Number 1000007126
Expiration date June 30, 2017

Contract further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in its invitation to bid the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at time of bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project within 24 hours of the bid opening.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above may result in a determination of non-responsiveness.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Signature

03/02/2017
Date
SECTION 00220

NON-COLLUSION AFFIDAVIT
(CUPCCAA PROJECTS UP TO $175K)
(Must be submitted with bid)

STATE OF CALIFORNIA
COUNTY OF Ventura

I, Tom Reed ____________________________, being first duly sworn, deposes and
(Typed or Printed Name)
says that I am the President _______________________ of Reed Mechanical Systems, Inc.,
(Title)
(Company Name)
the party submitting the foregoing bid proposal (the “Bidder”). In connection with the foregoing
bid proposal (“Bid Proposal”), the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed
person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The Bidder has not directly or indirectly induced or solicited any other bidder to
put in a false or sham bid, and has not directly or indirectly colluded, conspired,
connived, or agreed with any other bidder or anyone else to put in sham bid, or
to refrain from bidding.
4. The Bidder has not in any manner, directly or indirectly, sought by agreement,
communication, or conference with anyone to fix the bid price, or that of any
other bidder, or to fix any overhead, profit or cost element of the bid price or that
of any other bidder, or to secure any advantage against the public body awarding
the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The Bidder has not, directly or indirectly, submitted the bid price or any
breakdown thereof, or the contents thereof, or divulged information or data
relative thereto, or paid, and will not pay, any fee to any person, corporation,
partnership, company, association, organization, bid depository, or to any
member or agent thereof to effectuate a collusive or sham bid.

Executed this 2nd day of March, 2017 at Ventura, Ventura, CA
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is
true and correct.

(Signature)

Tom Reed
(Name Printed or Typed)

4300 N Ventura Ave.
(Address)
Ventura, CA 93001
(City, State and Zip)
tomr@reedmechs.com
(Email)

Area Code and Telephone Number: 805-768-6824

(CUPCCAA PROJECT) Non-Collusion Affidavit – 00220
Building F HVAC Pilot at Rio Del Norte Elementary School,
RSD Project # 17-5001-11G
Page 1 of 2
SECTION 00222

CERTIFICATION OF PREVAILING WAGE AND RELATED LABOR REQUIREMENTS
(CUPCCAA PROJECTS UP TO $175K)

("District") and Reed Mechanical Systems, Inc ("Contractor"
or "Bidder") ("Contract" or "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: 03/02/2017

Proper Name of Contractor: Reed Mechanical Systems, Inc

Contractor Signature: 

Print Name: Tom Reed

Title: President

(CUPCCAA PROJECT) Section 00222
Certification of Prevailing Wage and Related Labor Requirements
Building F HVAC Pilot at Rio Del Norte Elementary School
RSD Project #17-5001-11G
SECTION 00230
CONTRACTOR'S STATEMENT OF EXPERIENCE
(CUPCCAA PROJECTS UP TO $175K)
(Must be submitted with bid)

The signatory of this Contractor's Statement of Experience ("Statement") guarantees the truth and accuracy of all statements and of answers to all questions hereinafter made. Failure to complete and return this Statement, or any false statement therein, may render a bid non-responsive at the sole discretion of the Rio School District. All portions must be completed. Contractors who do not thoroughly complete this form will be deemed non-responsive and will be excluded from submitting a bid.

1. Business Name: Read Mechanical Systems Inc
   (Note: Name must correspond with Contractor's License in every detail.)

2. Business Address: 4300 N Ventura Ave., Ventura, CA 93001

3. Telephone Number: 805-768-6924 Facsimile Number: 805-768-6825

4. Corporation, Partnership, Individual, Joint Venture, Sole Proprietorship? Please indicate below:
   Corporation

5. State of California Contractor's License Number: 957662

6. Expiration Date: 12/31/2017 Date Acquired: 02/11/2011

7. License Classification: C20

8. Supplemental Classification and Number: N/A

9. Classification of Specialty: N/A

10. Tax Identification Number: 45-3678380

11. Department of Industrial Relations (DIR) Contractors Registration Number: 1000007126

12. Date Business Was Formed: 02/11/2011

13. Date of Incorporation: 08/08/2011

14. If a corporation, partnership, or limited liability company, organized under the laws of the State of California

(CUPCCAA PROJECT) Contractors Statement of Experience – 00230
Building F HVAC Pilot at Rio Del Norte Elementary School,
RSD Project # 17-5001-11G
Page 1 of 10
15. Any recent (last three years) change in control of company? No
   If yes, please explain on a separate signed sheet.

16. Name the person(s) with whom you have been associated in business as partners or in a
    joint venture in each of the last five years: N/A

17. How many years of experience does your company have in construction? 6

18. As a General Contractor? 0 As a Subcontractor? 6

19. Are the company or its owners connected with other companies as a subsidiary, parent,
    holding or affiliate? No If yes, please explain on a separate signed sheet.

20. Please list corporate officers, partners, proprietor(s), owner(s), key personnel:

<table>
<thead>
<tr>
<th>Name</th>
<th>Years w/Firm</th>
<th>Position</th>
<th>% of Ownership</th>
<th>Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tom Reed</td>
<td>6</td>
<td>President</td>
<td>100</td>
<td>566-59-1461</td>
</tr>
<tr>
<td>Donna Reed</td>
<td>6</td>
<td>Corporate Sec/Treas</td>
<td>0</td>
<td>561-53-2248</td>
</tr>
</tbody>
</table>

20. Have officers or principals of firm ever had their license(s) suspended or revoked? No
   If yes, please explain on a separate signed sheet.

21. In what type of construction do you specialize? HVAC

22. Separately list (1) projects your organization has completed within the past five (5)
    years and (2) all projects similar to this one which have been regulated by the Division of
    the State Architect and/or public works projects on which you have worked within the past
    ten (10) years providing the below information. Use additional sheets of paper, if necessary.

<table>
<thead>
<tr>
<th>Year</th>
<th>Type of Work</th>
<th>HVAC Replacement</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>HVAC Replacement</td>
<td></td>
</tr>
<tr>
<td>Original Contract Amount</td>
<td>657,000</td>
<td>Final Contract Amount</td>
</tr>
<tr>
<td>Location of Work</td>
<td>Oxnard College, Oxnard, CA</td>
<td></td>
</tr>
<tr>
<td>Name and phone current phone number of person for whom work performed</td>
<td>McGillivray Construction (805) 648-1517</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Year</th>
<th>Type of Work</th>
<th>HVAC Replacement</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>HVAC Replacement</td>
<td></td>
</tr>
<tr>
<td>Original Contract Amount</td>
<td>255,000</td>
<td>Final Contract Amount</td>
</tr>
<tr>
<td>Location of Work</td>
<td>Ventura College, Ventura, CA</td>
<td></td>
</tr>
</tbody>
</table>
22. How many years of experience under this license does your company have in construction work under State of California Division of the State Architect regulations? 6

23. List the names of three architects or engineers on whose Division of the State Architect projects you have worked in the past five years under the California contractor’s license(s) listed above:

<table>
<thead>
<tr>
<th>Year</th>
<th>Type of Job</th>
<th>Name, Address, and Telephone Number of Architect/Engineer</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>UCSB HVAC Replacement</td>
<td>MEC</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1616 Anacapa St., Santa Barbara, CA (805) 957-4632</td>
</tr>
<tr>
<td>2016</td>
<td>AVDM HVAC Replacement</td>
<td>HFP Architects</td>
</tr>
<tr>
<td></td>
<td></td>
<td>209 W Alamar Ave., Santa Barbara, CA (805) 969-6887</td>
</tr>
<tr>
<td>2013</td>
<td>SBCC HVAC Replacement</td>
<td>Thompson Naylor</td>
</tr>
<tr>
<td></td>
<td></td>
<td>900 Philinda Ave., Santa Barbara, CA (805) 569-6170</td>
</tr>
</tbody>
</table>

24. List the names of three Division of the State Architect Inspectors on whose projects you have worked in the last three years under the contractor’s license(s) listed above:

<table>
<thead>
<tr>
<th>Year</th>
<th>Type of Job</th>
<th>Name, Address, and Telephone Number of Inspector</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>HVAC Replacement School</td>
<td>Bryan Reeves (805) 822-9228</td>
</tr>
<tr>
<td>2016</td>
<td>HVAC Replacement School</td>
<td>Mark Hawkins (805) 559-6322</td>
</tr>
<tr>
<td>2016</td>
<td>HVAC Replacement School</td>
<td>Keith Millholin (805) 451-8823</td>
</tr>
</tbody>
</table>
25. List ten subcontractors with whom you have worked in the last three years, their specific specialty and type of project, such as primary construction work or Division of the State Architect projects:

<table>
<thead>
<tr>
<th>Type of Project</th>
<th>Specialty</th>
<th>Name, Address, and Telephone Number of Subcontractors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Military</td>
<td>Electric</td>
<td>Powersmart Electric 1833 Portola Rd., Ventura, CA (805) 676-0559</td>
</tr>
<tr>
<td>DSA School</td>
<td>Electric</td>
<td>Venco Electric 4475 Dupont Ct., Ventura, CA (805) 656-8101</td>
</tr>
<tr>
<td>DSA School</td>
<td>Test &amp; Balance</td>
<td>American Air Balance 4721 Hunter Ave., Anaheim, CA (714) 693-3700</td>
</tr>
<tr>
<td>University</td>
<td>Controls</td>
<td>Johnson Controls 5757 Greenbay Ave., Milwaukee, WI (562) 799-8882</td>
</tr>
<tr>
<td>DSA City College</td>
<td>Piping/Plumbing</td>
<td>Price Plumbing 663 Montgomery Ave., Ventura, CA (805) 832-0349</td>
</tr>
<tr>
<td>University</td>
<td>Controls</td>
<td>Zaretsky Engineering 16520 Harbor Blvd., Fountain Valley, CA (714) 650-3530</td>
</tr>
<tr>
<td>DSA City College</td>
<td>Controls</td>
<td>Sunbelt Controls 735 Todd Ave., Azusa, CA (877) 786-2332</td>
</tr>
<tr>
<td>University Test &amp; Balance</td>
<td></td>
<td>Los Angeles Air Balance 1848 11th St., Upland, CA (909) 931-1114</td>
</tr>
<tr>
<td>DSA City College</td>
<td>Duct Cleaning</td>
<td>California Power Vac 25433 Rye Canyon Rd., Santa Clarita, CA (661) 295-6901</td>
</tr>
<tr>
<td>DSA City College</td>
<td>Insulation</td>
<td>P&amp;L Insulation 5971 Lakeshore Dr., Cypress, CA (714) 527-5071</td>
</tr>
</tbody>
</table>

26. What is the construction experience of the principal individuals of your present organization?

<table>
<thead>
<tr>
<th>Years of Construction Experience Related to This Project</th>
<th>Magnitude and Type of Project</th>
<th><em>Present Position or Office in Your Organization</em></th>
<th>Time With the Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>32</td>
<td>HVAC Replacements</td>
<td>Principal</td>
<td>6</td>
</tr>
<tr>
<td>13</td>
<td>HVAC Replacements</td>
<td>Project Manager</td>
<td>5</td>
</tr>
<tr>
<td>31</td>
<td>HVAC Replacements</td>
<td>Superintendent</td>
<td>4</td>
</tr>
</tbody>
</table>

*Company head, project manager for this type of project, superintendent for this type of project.
27. List your firm's five major suppliers of equipment, supplies and materials:

| Material/  | Name                     | Complete Address                     | Telephone Number |
| Service Provided |                          |                                    |                  |
| HVAC Equip. USAir Conditioning | 16900 Chestnut St. Industry, CA 91748 | (626) 854-4500 |
| Air Dist./Exhaust Fans Haldeman, Inc | 2937 Tanager Ave., LA, CA 90040 | (323) 726-7011 |
| Ductwork Superior Duct Fabrication | 1683 Mount Vernon Ave., Pomona, CA 91768 | (909) 630-8685 |
| Air Dist/Exhaust Fans Norman S Wright | 3325 E La Palma Ave., Anaheim, CA 92806 | (714) 632-98 |
| HVAC Equip. Trane | 3600 Pamnel Creek Rd., La Crosse, WI 54601 | (559) 313-0380 |

28. Has your firm had any Stop Notice(s) filed against you under the California license(s) listed above in the past five years? No If yes provide the following information:

<table>
<thead>
<tr>
<th>Date</th>
<th>By Whom/Which Project</th>
<th>Why Filed</th>
<th>How Resolved</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

29. Has your company ever failed to complete a contract under the California contractor's license number(s) listed above? No If yes, explain on a separate signed sheet, giving owner and details.

30. Has your company ever failed to complete a contract within the authorized contract time under the California contractor's license(s) indicated above? No If yes, explain on a separate signed page giving owner and details.

31. Has your company been assessed liquidated damages for any project under the California contractor's license(s) indicated above in the last three years? No If yes, explain on a separate signed sheet giving owner and details.

32. Has your company been in litigation on a contract under the California contractor's license(s) indicated above in the last five years? No If yes, explain on separate filings filed against your company.

33. Has your company had any arbitration on contracts under the California contractor's license(s) indicated above in the last five years? No If yes, explain on a separate signed page.
34. List the number of change orders and their total value filed on each of the projects completed under the California contractor’s license(s) indicated above in the last five years:

<table>
<thead>
<tr>
<th>Disputed? (Yes/No)</th>
<th>Total Number of Change Orders</th>
<th>Percentage of Total Contract</th>
<th>Project Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>6</td>
<td>3%</td>
<td>Ventura College</td>
</tr>
<tr>
<td>No</td>
<td>3</td>
<td>15%</td>
<td>UCSB</td>
</tr>
<tr>
<td>No</td>
<td>1</td>
<td>2%</td>
<td>City of Ventura</td>
</tr>
</tbody>
</table>

35. For what corporations, individuals, cities, counties, or state governmental bureaus have you performed work? Please provide references from each entity that is familiar with your work and list their current telephone numbers.

<table>
<thead>
<tr>
<th>Company</th>
<th>Name of Contact</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>NOAA</td>
<td>Mike Kent</td>
<td>(805) 889-0645</td>
</tr>
<tr>
<td>UCSB</td>
<td>Ernesto Villegas</td>
<td>(805) 893-2579</td>
</tr>
<tr>
<td>MEC</td>
<td>Paul Tziouvaras</td>
<td>(805) 957-4532</td>
</tr>
</tbody>
</table>

36. Has your organization been assessed any penalties for violations of Federal or State labor laws and/or regulations within the past five years?  ____No____ If yes, please explain on a separate signed sheet.

37. Is your organization under investigation by any agency regarding violations of the State Labor Code, California Business and Professions Code, or State licensing laws?  ____No____ If yes, please explain on a separate signed sheet.

38. Has your organization been cited for violations of OSHA Standards and Requirements within the past five years?  ____No____ If yes, please explain on a separate signed sheet.

39. Have there been any suits, liens, or surety claims against you or your organization over the past five years for non-payment of sums due subcontractors for work completed?  ____No____ If yes, please explain on a separate signed sheet.

40. What was the largest dollar amount of work completed in one year over the past five years? $ 978,120.00

41. What was the largest number of jobs in one year over the last five years? 96

What year? 2016
43. List your company's annual gross income for the last three years:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>1,271,351</td>
</tr>
<tr>
<td>2015</td>
<td>1,759,321</td>
</tr>
<tr>
<td>2016</td>
<td>1,758,967</td>
</tr>
</tbody>
</table>

44. What size projects do you feel your company can undertake? Single job: $1.5 Million
   Total work in process: $3 Million

45. Has your company ever been unable to obtain a bond or been denied a bond for a contract? No
   If yes, explain on a separate signed sheet.

46. Has your company or any owner of the company ever defaulted on a contract forcing a surety to suffer a loss? No
   If yes, explain on a separate signed sheet.

47. Indicate below those projects with disputed amounts in excess of $50,000 or projects which were terminated by the owner, owner's representative or other contracting parties and which required completion by another party in the last five years. State the project name, location, owner, with address, phone number, contract amount and reason for termination. Use additional pages as needed.

   Project Name    Location
   Owner            Telephone Number
   Contract Value   Disputed Amount
   Reason for Termination or Dispute
                        
                        
   Project Name    Location
   Owner            Telephone Number
   Contract Value   Disputed Amount
   Reason for Termination or Dispute
                        
                        

(CUPCCAA PROJECT) Contractors Statement of Experience – 00230
Building F HVAC Pilot at Rio Del Norte Elementary School,
RSD Project # 17-5001-11G
Page 7 of 10
48. Do you currently have a minimum of $1,000,000 comprehensive general liability insurance?  Yes  
   If yes, please provide a Certificate of Insurance as verification.

49. How long have you been with this insurance company?  7/2013

50. If under three years, please list prior insurance companies:

   Company                Address                        Telephone Number

   N/A

52. Using the data from your firm's OSHA No. 200 Log for last year, complete the following:

   Number of lost workday cases  0

   Number of restricted workday cases  0

   Number of cases with medical attention (first aid) only  1

   Number of fatalities  0

   Incident rate  0

   How many employee hours worked last year (do not include any non-work time, even if paid)?  11,986
SECTION 00240

ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY

(CUPCCAA PROJECTS UP TO $175K)

TO: Rio School District, 2500 Vineyard Avenue, Oxnard, California 93036

RE: Project Number 17-5001-11G

Project Name Building F HVAC Pilot at Rio Del Norte Middle School

Please be advised that with respect to the above-referenced Project, the undersigned Contractor, on behalf of itself and all subcontractors, hereby waives the benefits and protections of Labor Code Section 3864, which provides:

If an action as provided in this chapter prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, or settlement by such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in absence of a written agreement so to do executed prior to the injury.

This agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assigns. The undersigned further agrees to promptly notify the District of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

Reed Mechanical Systems, Inc
Contracting Party

Tom Reed, President
Name of Agent/Title

03/02/2017
Date

END OF SECTION
CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
Rothenstein Insurance Services, Inc.
1833 Portola Road, Suite A2
Ventura CA 93003

INSURED
Rath Mechanical Systems Inc.
5376 Edison Dr.
Ventura CA 93003

 This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**COVERAGES**

<table>
<thead>
<tr>
<th>INSURED</th>
<th>CERTIFICATE NUMBER: Cart ID 221</th>
</tr>
</thead>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

**CERTIFICATE HOLDER**

In Care of Hemad Insured

**CERTIFICATE HOLDER**

In Care of Hemad Insured

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

Barry Rothenstein

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Date: 2/7/2017

Project Name: RIO DEL NORTE SCHOOL - R-3

Contractor: RIO DEL NORTE SCHOOL DICTRICT

Attention: JESUS

<table>
<thead>
<tr>
<th>Tag</th>
<th>Qty</th>
<th>Model No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>PURY-P288TSKMU-A</td>
<td>R2-Series Outdoor Unit 288 MBH Cool 320 MBH Heat 208/230V-3Ph. Requires Main BC Controller (-HA). Includes two PURY-P144 &amp; one CMV-B100W CRK Twinning Kit</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>PAC-YTS3CRAU-J</td>
<td>Simple MA Remote Controller - Backlit</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>ALLIANCE MOD</td>
<td>Alliance custom Fan coils, wity economizers</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>CMB-P1010NU-HA1</td>
<td>Main BC Controller 10 Branch 208/230V-1Ph</td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>BV58BBSI</td>
<td>Refrigeration Ball Valve - 5/8 (Braze/Schrader/Insulated - 5/8)</td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>BV38BBSI</td>
<td>Refrigeration Ball Valve - 3/8 (Braze/Schrader/Insulated - 3/8)</td>
</tr>
</tbody>
</table>

$163,086.48
Including Sales tax

Not Included:
No platforms, roof curbs, vibration isolation, power exhausts, manual outside air dampers, filter racks, extra filters, hanging kits, disconnects, smoke detectors, coil coatings, copper coils, startup or supervision, rigging or handling, storage, or any other accessories, components, or controls not listed above. All accessories are field installed unless otherwise noted.

Prices are valid for THIRTY (30) days from the date of the Proposal unless noted otherwise.

Sincerely,

Niraj Amin
Sales Engineer
US Airconditioning
U.S.A.C.D. Standard Terms and Conditions

1. Quoted price does not include applicable taxes unless specifically noted otherwise.

2. Quotations expire in 30 days.

3. For shipments directly from the factory, freight terms are F.O.B. factory, freight allowed to customer's first domestic destination. For shipments from USACD inventory, freight terms are F.O.B. warehouse, freight to customer's first Southern California destination.

4. Shipment to meet crane appointment charge is $85.00 (available for warehoused products only).

5. Warranty is manufacturer's standard.

6. Only the equipment and accessories listed in this quote are included (wiring, controls, or installation are not included unless specifically listed in this quote).

7. Others must provide items not included in this quote that are called for in the specifications.

8. Standard payment terms are 1% 10th prox., net 11th. Late charges will be assessed after 30 days.

9. Seller does not guarantee a particular date for shipment or delivery of the goods quoted. Shipment and delivery dates quoted are estimates of approximate dates.

10. Seller shall not be liable for any special, direct, incidental, or consequential damages of a commercial nature.

11. Seller will not accept any back-charges unless approval is obtained in writing from an officer of U.S.A.C.D. before the work is started.

12. Seller will not accept any order that has penalty clauses without express written consent from an officer of U.S.A.C.D.

13. All other U.S.A.C.D. standard terms and conditions apply as per Customer Manual.

US Air Conditioning Distributors is referred to herein as Seller. These terms and conditions are in lieu of any provisions, terms or conditions on purchase orders or other contractual documents issued to Seller by Buyer which are in any way inconsistent with, modify or add to the provisions hereof unless specific agreement on any variation or addition is obtained in a writing signed by an authorized representative of Seller. These terms and conditions and the provisions of such purchase order consistent herewith shall constitute the entire contract between the parties and supersede any and all prior or contemporaneous agreements, communications, representations or understandings, written or oral. Without limiting the generality of the foregoing, unless otherwise stated in the contract which incorporates these terms and conditions; Seller is a vendor only, not a subcontractor, and is not bound by the general provisions of any plans, specifications, or higher tier contracts except as stated in the contract which incorporates these terms and conditions. If a specification applies to this order, other than a specification supplied by Seller, Seller is bound only to the mechanical portions of that specification described in the body of the order. No person has authority to offer, promise, represent, warrant or agree to, anything pertaining to this order which is not contained in these terms and conditions and the written order or contract which incorporates this document.
Hi Jesus,

Please see attached quote.

Regarding our conversation on why this product is being sole sourced.

This is a custom application using VRF (Variable Refrigerant Flow) and custom made Air handling units to directly replace the existing Reznor heat/vent units. Mitsubishi’s R&D has solely authorized Alliance Custom AHU builders to build these units and utilize the VRF technology. The geometry of the roofs at this school has dictated the custom application.

Please call me if you have any questions.

Niraj Amin
US Airconditioning Distributors
n.amin@us-ac.com
T 805-402-2293
F 805-830-0340

Good Afternoon Niraj,

Will I be getting the revised proposal soon? Per our conversation, I have to submit the proposal to the RSD Board for approval and the deadline for document submittal is tomorrow morning. Please advise.
Hi Keith
Please see attached breakout pricing

Niraj Amin
US Airconditioning Distributors
n.amin@us-ac.com
T 805-402-2293
F 805-830-0340
Agenda Item Details

Meeting: Mar 15, 2017 - RSD Regular Board Meeting
Category: 9. Discussion/Action
Subject: 9.10 Approval to the 2016-2017 Second Interim Budget
Access: Public
Type: Action
Fiscal Impact: Yes
Dollar Amount: $463,267.00
Budgeted: Yes
Budget Source: General Fund
Recommended Action: It is recommended that the Second Interim Budget be approved for 2016-2017.

Public Content
Speaker: Kristen Pifko

Rationale:
AB 1200 requires that school district provide ongoing updates to their fiscal integrity no less than twice each school year following adoption of the budget. Commonly referred to as "Interim budget reports," the primary purpose is to ensure that Boards of Education are kept abreast of the changing nature of the district finances and more importantly, to ensure that the district has sufficient financial reserves to complete the current fiscal year as well as two subsequent years.

The Second Interim Budget report includes updated LCFF revenue projections for assumptions from the Governor's 2017-18 budget proposal. The business department also updated average daily attendance (ADA) projections based on the first reporting period for 2016-17. Finally, the district made adjustments in expense forecasts based on experience through January 31, 2017.

Report will be under separate cover.

Administrative Content

Executive Content
Agenda Item Details

Meeting: Mar 15, 2017 - RSD Regular Board Meeting
Category: 10. Consent
Subject: 10.2 Approval of the Minutes of the Regular Board Meeting of February 15, 2017
Access: Public
Type: Minutes
Minutes: View Minutes for Feb 15, 2017 - RSD Regular Board Meeting

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content
Members present
Edith Martinez-Cortes, Ramon Rodriguez, Joe Esquivel, Felix Eisenhauer

Meeting called to order at 5:02 PM

1. Open Session 5:00 p.m.
1.1 Call to Order
President Esquivel called the meeting to order at 5:02 p.m.

1.2 Pledge of Allegiance
Kristen Pifko, Assistant Superintendent of Business Services, led the flag salute.

1.3 Roll Call
President Esquivel called the roll. Trustee Torres was absent; Trustee Martinez-Cortes was tardy, arrived 5:38 p.m.

2. Approval of the Agenda

2.1 Agenda Correction, Additions, Modifications
President Esquivel requested Item 10.12 Approval to increase the Purchase Order for ACER to Purchase and Repair Student Devices be brought to the Information/Action items for discussion and separate action.

2.2 Approval of the Agenda
Staff recommends approval as amended.

Motion by Felix Eisenhauer, second by Ramon Rodriguez.
Final Resolution: Motion Carries
Yes: Ramon Rodriguez, Joe Esquivel, Felix Eisenhauer
3. Public Comment-Closed Session
3.1 Public Comment (Closed Session) The public may address the Board concerning items that are scheduled for discussion during the closed session only. These presentations are limited to three minutes each, or a total of fifteen minutes in all.

There were no public comments regarding closed session. President Esquivel adjourned the meeting into closed session at 5:07 p.m.

4. Closed Session
4.1 Consideration of Student Discipline- Expulsion [Education Code 48918] Expulsion of Student No. 6002271.


4.3 Public Employee Discipline/Dismissal/Release [Government Code 54957]

5. Reconvene Open Session 6:00 p.m.
5.1 Report of Closed Session
President Esquivel reconvened the meeting into open session at 6:20 p.m.

President Esquivel stated the following action took place during closed session:

The Governing voted unanimously to expel Student 6002271.

Trustee Martinez-Cortes arrived into closed session at 5:38 p.m.

The Governing Board voted 4-0 to take action and non-re-elect and provide notice pursuant to EC 44929.21 to employee numbers: 2999, 2796 and 2807.

6. Presentations/Recognitions
6.1 Recognitions on the River
Superintendent Puglisi and Carolyn Bernal, Director of Human Resources, presented the Recognition on the River awards to the following staff members: Robert J. Guyan, Jillian Ramos, Maria Ramirez, Debbie Antrim, Joanna Mendoza, Lucy Arceo, Sandra Pantoja, Michelle Duckett, Wanda Kelly, Ray Allen, Amy Murphy, Simon Adame, Augustine Garcia, Della Alamillo, Beth Perry, Elva Yurof, Maria Serratos, and Melissa Navarette.

A short refreshment break was taken.

7. Communications
7.1 Acknowledgement of Correspondence to the Board
There was no written correspondence to the board.

7.2 Board Member Reports
There were no board member reports.
7.3 Organizational Reports-RTA/CSEA/Other
Organizational Reports were heard from Marisela Valdez, President of Rio Teachers' Association.

7.4 Superintendent Report
Superintendent Puglisi presented an Enrollment Update.

7.5 Public Comment-Board meetings are meetings of the Governing Board held in public, not public forums, and will be held in a civil, orderly and respectful manner. All public comments or questions should be addressed to the board through the board president. To assure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must fill out a speaker card. Cards are available at the meeting and on the District website. Cards must be submitted to the Secretary or Clerk of the Board. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. The Governing Board may place limitations on the total time to be devoted to each topic if it finds that the number of speakers would impede the Board’s ability to conduct its business in a timely manner. Procedures for receiving communication from the public on topics that fall under the subject jurisdiction of the Governing Board. A member of the public may address the Governing Board on any item(s) on the agenda or non-agenda items. Each person speaking may not exceed a total of three minutes on each item. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. These presentations are limited to three minutes or a total of twenty minutes. There were no public comments.

8. Information
8.1 Business Services Report
Kristen Piko, Assistant Superintendent of Business Services, presented information on the Child Nutrition Services. The Budget update will be presented at a future meeting.

8.2 Educational Services Report
Oscar Hernandez, Assistant Superintendent of Educational Services, introduced Saul Maldonado, JBS Consultant. Mr. Maldonado presented the Governing Board with an update regarding the Dual Immersion Program.

9. Discussion/Action
9.1 Approval of quotes with various vendors for remodel of Robotics classroom at Rio Del Valle Middle School.
Staff recommends awarding the quotes to the vendors listed below to remodel the Robotics classroom at Rio Del Valle.

Motion by Ramon Rodriguez, second by Joe Esquivel.
Final Resolution: Motion Carries
Yes: Edith Martinez-Cortes, Ramon Rodriguez, Joe Esquivel, Felix Eisenhauer

9.2 Approval of quotes with various vendors for new asphalt, tables, benches, and planters at Rio Lindo Elementary School.
Staff recommends awarding the quotes to the vendors listed below to add new asphalt, tables, benches, and planters at Rio Lindo Elementary School.
Motion by Felix Eisenhauer, second by Joe Esquivel.
Final Resolution: Motion Carries
Yes: Edith Martinez-Cortes, Ramon Rodriguez, Joe Esquivel, Felix Eisenhauer

10. Consent
10.1 Approval of the Consent Agenda
Staff recommends approval of the Consent Agenda, as amended.

Motion by Edith Martinez-Cortes, second by Felix Eisenhauer.

10.2 Approval of the Minutes of the Regular Board Meeting of January 18, 2017

10.3 Approval of Minutes of the Special Board Meeting February 1, 2017
Resolution: Staff recommends approval.

10.4 Approval of Donation Report

10.5 Approval of the Service Agreement Between Rio School District and Blaine Kutin to Provide Data Analysis Services January 1st thru June 30th, 2017.

10.6 Approval of the Personnel Report

10.7 Approval of the Revised Certification of Signatures

10.8 Ratification of the Commercial Warrant

10.9 Approval of Rio del Valle Middles School and Rio Vista Middle School Field Trip to Washington, D.C.

10.10 Approval of Imagine Learning Memorandum of Understanding

10.11 Approval of Staff Attendance to the CUE Conference

10.12 Approval to increase the Purchase Order for ACER to Purchase and Repair Student Devices

Motion by Joe Esquivel, second by Edith Martinez-Cortes.
Final Resolution: Motion Carries
Yes: Edith Martinez-Cortes, Ramon Rodriguez, Joe Esquivel, Felix Eisenhauer

10.13 Approval of Price Quotation for two scoreboards and shot clocks at Rio Del Valle gymnasium by Herk Edwards, Inc.
10.14 Approval of Conceptual Site Planning for potential MOT Relocation by PK:Architecture

11. Organizational Business
11.1 Future Items for Discussion
There were no items brought forward for future discussion.

11.2 Future Meeting Dates: Special Board Meetings February 28, 2017 and Regular Board Meetings March 15, 2017

12. Adjournment
12.1 Adjournment
As there was no further business to discuss, President Esquivel adjourned the meeting at 7:38 p.m.

Approved on this 15th day of March, 2017.

__________________________________________  
John Puglisi, Ph.D., Secretary  Date

__________________________________________  
Clerk of the Board  Date
**Agenda Item Details**

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<th>Mar 15, 2017 - RSD Regular Board Meeting</th>
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<td>Category</td>
<td>10. Consent</td>
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<td>Subject</td>
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<td>Recommended Action</td>
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**Public Content**

Speaker: Superintendent Puglisi

**Rationale:**

It is recommended the Governing Board accept the following donations:

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<td>Rio Vista</td>
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**Administrative Content**

**Executive Content**

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.
**Agenda Item Details**

**Meeting**  
Mar 15, 2017 - RSD Regular Board Meeting

**Category**  
10. Consent

**Subject**  
10.4 Ratification of the Commercial Warrant

**Access**  
Public

**Type**  
Action (Consent)

**Fiscal Impact**  
Yes

**Dollar Amount**  
$1,487,251.78

**Budgeted**  
Yes

**Budget Source**  
Various Funds as listed below.

**Recommended**  
Approve Commercial Warrant Register for February 1, 2017 through March 2, 2017

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**Public Content**

**Speaker:** Kristen Mfko

**Rationale:**

Pursuant to Education Codes 42632-42633, all payments from the funds of the district shall be made by written order of the Governing Board. The District provides all detailed listing of all payments made to the Governing Board for ratification and details as necessary.

The District processed payment to vendors since the last meeting of the Governing Board for a total amount of $1,487,251.78 which include processing payments for all funds of the District in the following amounts:

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**Administrative Content**

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**Executive Content**

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https://www.boarddocs.com/ca/rio/Board.nsf/Private?open&login#
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The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.
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<th>Check Date</th>
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699 - Rio Elementary School District

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The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.
### Checks Dated 02/01/2017 through 03/02/2017

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Total Number of Checks: 317

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### Fund Recap

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Total Number of Checks: 314

Less Unpaid Tax Liability: 0.00

Net (Check Amount): 1,487,251.78
Agenda Item Details

Meeting: Mar 15, 2017 - RSD Regular Board Meeting
Category: 10. Consent
Subject: 10.5 March Personnel Report
Access: Public
Type: Action (Consent)
Recommended Action: It is recommended the board take action to approve the personnel report for March as presented.

Goals: Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

Public Content

Speaker: Carolyn Bernal

Rationale: The March personnel report is presented for approval.

PERSReport-March152017 (1).pdf (72 KB)

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.
RIO SCHOOL DISTRICT  
March 15, 2017  
Certificated Personnel Report

Certificated Ratification of Employment 2016/2017:  
Ortiz, Marcela, Elementary Teacher, Rio Vista, (1.0) FTE, Temporary, effective 3/20/2017

Certificated Ratification of Employment 2017/2018:  
Carmona, Mary, Special Education Teacher, Rio Rosales, (.50) FTE, Temporary, effective 7/1/2017

Certificated Request for Leave of Absence 2016/2017:  
Martinez, Mindy, Middle School Teacher, Rio Del Valle, (1.0) FTE, effective 5/30/17 - 6/30/2017

Certificated Resignation:  
Culler, Brooke, Middle School Teacher, Rio Del Valle, (1.0) FTE, effective 6/30/2017  
Ponce-Villa, Patricia, Elementary Teacher, Rio Real, (1.0) FTE, effective 6/30/2017  
Rivera, Monica, Resource Specialist, Rio Lindo, (1.0) FTE, effective 6/30/2017

Certificated Job Share 50/50 2017/2018:  
Peters, Kaitlin, & Granado, Lianna, Elementary Teacher, Río Del Norte, effective 7/1/2017 - 6/30/2018

Classified Personnel Report  
Classified Saturday School Employment:  
Alfarro, Andrea, Instructional Assistant, Saturday Success School, Rio Plaza (5) hours, effective 2/25/17 - 6/3/17  
Arroyo, Ignacio, Instructional Assistant, Saturday Success School, (5) hours, Rio Plaza, effective 2/25/17 - 6/3/17  
Ayala, Christine, Instructional Assistant, Saturday Success School, (5) hours, Rio Plaza, effective 2/25/17 - 6/3/17  
Carrillo, Josefina, Clerk Typist II/Bilingual-Biliterate, Saturday Success School, (5) hours, Rio Plaza, effective 2/25/17-6/3/17  
Delgado, Patricia, Instructional Assistant, Saturday Success School, (5) hours, Rio Plaza, effective 2/25/17 - 6/3/17  
Duckett, Jordan, Instructional Assistant, Saturday Success School, (5) hours, Rio Plaza, effective 2/25/17 - 6/3/17  
Fino, Darlene, Instructional Assistant, Saturday Success School, (5) hours, Rio Plaza, effective 2/25/17 - 6/3/17  
Guzman, Blanca, Instructional Assistant, Saturday Success School, (5) hours, Rio Plaza, effective 2/25/17 - 6/3/17  
Lague, Kristen, Instructional Assistant, Saturday Success School, (5) hours, Rio Plaza, effective 2/25/17 - 6/3/17  
Lopez, Jessica, Instructional Assistant, Saturday Success School, (5) hours, Rio Plaza, effective 2/25/17 - 6/3/17  
Rugiero, Mari, Instructional Assistant, Saturday Success School, (5) hours, Rio Plaza, effective 2/25/17 - 6/3/17  
Ruclaus, Marissa, Instructional Assistant, Saturday Success School, (5) hours, Rio Plaza, effective 2/25/17 - 6/3/17  
Sanchez, Jackie, Instructional Assistant, Saturday Success School, (5) hours, Rio Plaza, effective 2/25/17 - 6/3/17  
Vega, Suzanna, Instructional Assistant, Saturday Success School, (5) hours, Rio Plaza, effective 2/25/17 - 6/3/17  
Zamudio, Christopher, Instructional Assistant, Saturday Success School, (5) hours, Rio Plaza, effective 2/25/17 - 6/3/17
Agenda Item Details

Meeting: Mar 15, 2017 - RSD Regular Board Meeting
Category: 10. Consent
Subject: 10.6 Mentor Induction Program Contract Services
Access: Public
Type: Action (Consent)
Fiscal Impact: Yes
Dollar Amount: 75,000.00
Budgeted: Yes
Budget Source: Educator Effectiveness Grant Dollars
Recommended: It is recommended the board approve the annual expenses associated with the Mentor Induction Program requirements for new teachers. These expenses are paid for using the Educator Effectiveness dollars allocated to the district.
Goals: 2016/2017

Public Content

Speaker: Carolyn Bernal

Rationale: Each year, our probationary teachers with a preliminary credential are required to participate in the Mentor Induction Program. This is a two year program that supports the new teacher by having them attend classes and they also are assigned a mentor (a fellow seasoned Rio teacher) for their first two years of teaching in order to provide the support they need. At the end of the two year period, the teacher will have completed the requirements in order to receive their clear credential. The Mentor Induction Program services for the new teacher are provided by the Ventura County Office of Education (VCOE) and is a collaborative relationship that all districts in the county participate in.

Rio - Induction MOU.pdf (419 KB)

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Robert’s Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

https://www.boarddocs.com/ca/rioBoard.nsf/Private?open&login#
MEMORANDUM OF UNDERSTANDING (MOU)

This is a Memorandum of Understanding between Ventura County Office of Education, hereinafter referred to as “Superintendent,” and the Rio School District, hereinafter referred to as “District.”

The purpose of the MOU is to establish a formal working relationship between the parties of this agreement and to set forth the operative conditions that will govern this partnership. The goal of each of the credential programs maintained by the Superintendent, hereinafter referred to as “Program,” is to provide the highest quality pathway for employees of the District, hereinafter referred to as “Candidates,” to obtain appropriate licensure. This memorandum will provide a clear path for Candidates to reach full licensure with support from the program, district, and site.

1.0 PROGRAM GOVERNANCE

1.1 Superintendent will serve as Local Education Agency (LEA) of each Program. The LEA will serve as:

1.1.1 Fiscal Agent;

1.1.2 Clearinghouse for information, data, and reporting requirements;

1.1.3 Liaison and contact between state agencies and member districts;

1.1.4 Liaison and contact between local Institutions of Higher Education (IHE) and member districts.

1.2 Superintendent will provide operational leadership through the Program Director.

1.2.1 The Program Director will be a VCOE administrator with decision making authority and knowledge of Program Requirements.

1.3 District will provide a delegate to the Executive Board of each Program.

1.3.1 The Executive Board of each Program is composed of a manager of each participating district.

1.3.2 Each delegate to the Executive Board will be a District official with decision-making authority.

1.3.3 The delegate to the Executive Board will meet with the Executive Board a minimum of two times per year to review program policy and to provide advice to the Program Director.

1.4 District will provide a District contact to ensure day-to-day implementation of Program Requirements.

1.4.1 District contact will serve as liaison between District and Superintendent. In this capacity, the District contact will meet with the Program Director a minimum of three times per year.

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¹ For these purposes, “District” is defined as school, agency, or program as defined in Education Code Sections 56031, 56360, and 56361 for the purpose of providing special education services.
2.3.3.2 Education Specialist Clear Credential Program:

- Hold a valid Clear Education Specialist Credential that is consistent with Candidate's assignment/credential
- Hold a valid English Learner Authorization
- Have completed 3 years successful teaching experience
- Have professional background that is consistent with CTC-approved document.

2.3.3.3 Language and Academic Development Credential Program:

- Hold a valid Mild/Moderate Clear or Learning Handicapped Level 2 credential (or the equivalent, such as a Ryan Specialist Instruction Credential: Learning Handicapped)
- Instructional experience in the areas of language and literacy development
- Have completed 3 years successful teaching experience
- Hold a valid English Learner Authorization

2.3.4 Career Technical Education Designated Subjects Credential:

- Hold a valid Clear Credential
- Have completed 3 years successful teaching experience
- Have EL Authorization

2.3.5 Adult Education Designated Subjects Credential:

- Hold a valid Clear Credential
- Have completed 3 years successful teaching experience
- Have EL Authorization

2.3.6 Added Authorizations:

- Not applicable

2.3.4 Ensure sufficient resources are provided for District-assigned Support Providers to work with Candidates within the school day, to deliver the appropriate support and supervision to Candidates, and provide release time to attend Program required trainings.

3.0 FISCAL RESPONSIBILITY

3.1 Superintendent, as the sponsor of the Induction Program, will

3.1.1 Assign a staff member as Superintendent's representative to the Executive Board;

3.1.2 Assume overall fiscal responsibility for the administration of program funds to provide a CTC-approved Program and provide training to Mentors and Program Supervisors.

3.2 District, as the employer of Candidates, will

3.2.1 Assign a staff member as District's representative on the Executive Board at no cost to Superintendent;

3.2.2 Hire and compensate a Support Providers, chosen in a manner consistent with CTC regulations and the CTC-approved Induction Program design, at an appropriate rate determined solely by District.
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, Superintendent and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Superintendent as a result of such delay unless specifically agreed to in writing by the District.

7.1 This in no way precludes Superintendent from charging fees to Candidates associated with Candidates’
    7.1.1 Annual registration in Program;
    7.1.2 Acquisition of certified transcripts of Program participation;
    7.1.3 Acquisition of instructional materials incidental to Program participation;
    7.1.4 Failure to successfully complete Program requirements in a timely manner.

Superintendent, at Superintendent’s sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and materials 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 District.

8.0 TIME OF PERFORMANCE. The term of this Agreement shall commence on July 1, 2014, and unless re-executed, shall terminate on June 30, 2019.

9.0 PAYMENT AND EXPENSES. All payments due to Superintendent are set forth in the Schedule of Fees attached hereto and incorporated herein by this reference.
Superintendent shall send District periodic statements indicating Superintendent’s fees and costs incurred and their basis and any current balance owed. If no Superintendent’s fees or costs are incurred for a particular time period, or if they are minimal, the statement may be held by Superintendent and combined with that for the following time period, unless a statement is requested by District.
All payments due Superintendent are set forth in Schedule of Fees and shall be paid by District within 30 days of receipt of a proper invoice from Superintendent, which invoice shall set forth in reasonable detail the services performed. District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with District’s standards and procedures. In the event that any portion of an invoice submitted by Superintendent to District is disputed, 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 annually between Superintendent and District.
District agrees to hire and compensate Support Providers, chosen according to Program Guidelines, at an appropriate rate determined solely District.

10.0 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 one year 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 Superintendent under this agreement shall, at the option of District, become District property. Superintendent shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.
Superintendent, officers, agents, employees and/or subcontractors of Superintendent shall secure and maintain in force for the full term of this Agreement, at Superintendent's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described. Superintendent shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Superintendent's services or operations performed under this Agreement, including, but not limited to:

- Hazardous and toxic substances;
- Hazardous waste;
- Universal waste;
- Medical waste;
- Biological waste;
- Sharps waste.

15.0 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Superintendent 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.

16.0 INDEMNIFICATION. Superintendent agrees to defend, indemnify, and hold harmless District, 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 Superintendent or those of any of its officers, agents, employees, or subcontractors of Superintendent, whether such act or omission is authorized by this Agreement or not. Superintendent shall also pay for any and all damage to the Real and Personal Property of District, or loss or theft of such Property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Superintendent, Superintendent's agents, employees, or subcontractors. Superintendent further hereby waives any and all rights of subrogation that it may have against District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of District or any of its officers, agents, employees, and/or volunteers.

17.0 INSURANCE. Superintendent, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- Workers' Compensation Insurance. Superintendent shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. In the case of any such work which is subcontracted, Superintendent shall require all subcontractors to provide Workers' Compensation Insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Superintendent's Workers' Compensation Insurance.
Insurance written on a "claims made" basis is to be renewed by the Superintendent and all Superintendent subcontractors for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the Superintendent for all claims made.

**Failure to Procure Insurance.** Failure on the part of Superintendent, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which District may immediately terminate this Agreement.

**18.0 SAFETY AND SECURITY.** Superintendent shall be responsible for ascertaining from 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 Superintendent will have limited contact with students.

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

Certain entities that contract with a school district may be required to comply with Education Code section 49406 regarding examination for tuberculosis unless the district determines that Superintendent will not constitute a health hazard to students.

☑ Superintendent and all of its subcontractors are required to comply with Education Code section 49406, Examination for tuberculosis requirements. Superintendent must cause to be on file with District a certificate from the examining physician showing the Superintendent, officers, agents, employees, and/or subcontractors of Superintendent have been examined and found free from active tuberculosis.

**19.0 PROTECTION OF WORK AND PROPERTY.** Superintendent and all of its subcontractors shall maintain at all times, as required by conditions and progress of Work, all necessary safeguards for the protection of employees and the public. In an emergency affecting life and safety of life or work or of adjoining property, Superintendent is permitted, without special instruction or authorization from District, to act at its discretion to prevent such threatened loss or injury.

**20.0 GOVERNING LAW AND VENUES.** Superintendent hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. 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. Superintendent 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. Superintendent further agrees 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."
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.

25.0 EXCLUSIVITY.

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

25.2 During the term of this Agreement District shall not, because of its relationship with Superintendent, contract with other individuals and entities to render the same or similar services to District.

26.0 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.

27.0 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.

28.0 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.

29.0 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.

30.0 AUTHORITY. Superintendent represents and warrants that Superintendent 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.

31.0 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 nothing contained herein shall be construed to be inconsistent with this relationship or status nor is there any right or authority granted to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind 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,
Responsibility Agreement Between
Ventura County Office of Education and District

This serves as Addendum A to the Memorandum of Understanding between the Rio School District and the Ventura County Office of Education (VCOE). This responsibility agreement stipulates that both parties will work together to provide the highest quality pathway for employees of the District to obtain appropriate licensure according to the VCOE program approved and accredited by the California Commission on Teacher Credentialing (CTC).

1. Ventura County Office of Education agrees to:
   a. Provide a total of five professional development training sessions to New Mentors. In addition, one Action Research Collaboration (ARC) with participating candidates. New Mentor trainings will be held at VCOE and ARC will be held in District cohorts.
   b. Provide a total of four professional development training sessions to Returning Mentors. In addition, one Action Research Collaboration (ARC) with participating candidates. Returning Mentor trainings will be held in District cohorts. Cohorts must have a minimum of 10 Mentors to run a District Cohort. If this minimum is not met all Mentor training sessions will be held at VCOE.
   c. Provide monthly meetings/trainings for District cohort coordinators and instructors.
   d. Develop professional development training materials for District cohort instructors.
   e. Provide reimbursement for meals at District cohort professional development Mentor trainings. Not to exceed $6 per Mentor and/or Candidate for each professional development training. Original receipts for meal reimbursements are required.
   f. Maintain accreditation with Commission on Teacher Credentialing.
   g. Provide a system for data collection, analysis and required state accreditation reporting.
   h. Support, monitor and provide feedback to the candidate to ensure completion of all program requirements, i.e., Individualized Learning Plan (ILP), Quality Professional Learnings (QPL) and Action Research.
   i. Provide advisement, registration and credential recommends upon completion of program.

2. Rio School District agrees to:
   a. Identify and provide a district administrator and/or coordinator to work collaboratively with the Ventura County Office of Education.
   b. Identify and provide a district instructor to attend monthly meetings/trainings in order to deliver trainings in District cohorts. Cohorts must have a minimum of 10 Mentors to run a District Cohort.
   c. Monitor District Mentors to assure that each Candidate receives an average of not less than one hour per week of individualized support/mentoring coordinated and/or provided by the Mentor.
   d. Provide facilities for District professional development Mentor and/or Candidate trainings.

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activities. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented from July 2016 through June 2019.

For the Rio School District

Carolyn Bernal
Superintendent or Designee

Kristen Pifko
Business Office Designee

Signature

Date 4/12/16

For the Ventura County Office of Education

Misty Key
Associate Superintendent Fiscal and Administrative Services

Signature

Date 4-4-16
Agenda Item Details

Meeting: Mar 15, 2017 - RSD Regular Board Meeting
Category: 10. Consent
Subject: 10.7 CSUCI Nursing Services Agreement
Access: Public
Type: Action (Consent)
Fiscal Impact: No

Recommended Action:
It is recommended the board take action to approve the agreement with CSUCI for nursing students to be placed in Rio in order to learn in the field with our school nurses.

Goals:
- Goal 5: Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.
- Goal 3: Create welcoming and safe environments where students attend and are connected to their school.

Public Content

Speaker: Carolyn Bernal

Rationale: CSUCI and Rio would like to have an agreement in place that allows future nursing students enrolled in their nursing program to be placed with our district nurses in order to observe, learn, conduct fieldwork and receive hands on training as it relates to their course of study in their program. CSUCI’s nursing program has been named one of the top programs in the state of California recently and we are excited to have this opportunity to engage this partnership.

Rio School District Nursing Agrmt Exp 2020u (1).pdf (191 KB)

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Robert’s Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.
CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS
PROFESSIONAL NURSING
STUDENT EDUCATION AGREEMENT

This Agreement is made between California State University Channel Islands (California State University Channel Islands, its officers, employees and volunteers, not including University students, are hereinafter referred to collectively as "UNIVERSITY") and Rio School District, its officers, employees and volunteers, not including University students, are hereinafter referred to as "AGENCY").

This Agreement shall commence on February 22, 2017 and shall continue in to effect for a three (3) Year period, and shall terminate on the 26th day of February, 2020. The Agreement, following a review by the UNIVERSITY, is subject to renewal for a period of three years with the consent of both UNIVERSITY and AGENCY.

RECITALS

WHEREAS the Trustees have approved a Baccalaureate Nursing Program (hereinafter referred to as "Program") which requires clinical nursing experiences; and medical-surgical, maternity, pediatric, psychiatric, emergency clinical experience, home health clinical and public health experience; and

WHEREAS the California State Board of Registered Nursing has accredited the Institution as a Nursing program under the California Nurse Practice Act; and

WHEREAS it is of the mutual benefit of the of the parties that students of the university's Nursing Program use the clinical facilities of the AGENCY for their clinical experiences; and

WHEREAS AGENCY has the facilities which are suitable for providing the clinical experiences; and medical-surgical, maternity, pediatric, psychiatric, emergency clinical experience, home health clinical and public health experience; and

WHEREAS it is essential for students in the Program at the UNIVERSITY to acquire such clinical experience during their learning process; and

WHEREAS it is beneficial to AGENCY to contribute to the education of the future supply of Baccalaureate Nursing graduates;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties hereto do hereby agree as follows:

CSUCI NLA 3YR Rev3 08/2016
AGREEMENT

1. GENERAL RESPONSIBILITIES OF UNIVERSITY

A. UNIVERSITY shall supervise all instruction and clinical experience for the Program.

B. UNIVERSITY will designate students from those enrolled in their Baccalaureate of Science Nursing for assignment to AGENCY for clinical experience.

C. UNIVERSITY shall require an examination for each student for physical fitness and provide certification of physical fitness, drug screening, and Immunization/immune status as follows. The examination must include a drug screen with all non-negative results being reviewed by a Medical Review Officer. The examination is to include proof of immunity for tetanus, diphtheria, rubella, rubella, and varicella by immune titers. Should any titer show non-immunity, the student must be vaccinated prior to arrival for course of instruction unless the student declines in writing. Students who are non-immune to the common communicable diseases may be at risk for transmission and in the case of an outbreak or a single patient with an identified communicable disease the student may be unable to participate in clinical activities at AGENCY, at AGENCY’S discretion as per Infection Control Policies. Hepatitis B Surface Antibody testing or proof of Hepatitis B injection series shall be required and is strongly advised unless the student elects to decline in writing. A current Quantiferon Gold TB test is required. Students who have a positive TB test, or who have a history of positive TB tests; must have a current Chest x-ray (within 12 months prior) and then every 2 years.

D. UNIVERSITY shall require that each student possess a current CPR certificate.

E. UNIVERSITY shall follow guidelines of Joint Commission on Accreditation of Healthcare Organizations (JCAHO) requiring criminal background checks and drug screening of students in keeping with the AGENCY’S employment screening policies.

F. UNIVERSITY may prescribe the type of uniforms to be worn by students in keeping with the requirements of AGENCY.

G. UNIVERSITY requires all students to wear the Agency name badges while on Clinical Rotation. The associated fee is the responsibility of the student.

H. UNIVERSITY shall provide for orientation for its instructors and students to familiarize them with AGENCY policies, practices, and facilities before assigning them to duties at the AGENCY.
I. UNIVERSITY shall prepare the necessary schedules, directives, and the memoranda for the clinical course of instruction at AGENCY.

J. UNIVERSITY shall furnish to the AGENCY Director of Nursing Education or designee, a pre-semester schedule of dates, locations for clinical rotations, number and names of students expected no later than one month prior to the assignment of such to AGENCY.

K. UNIVERSITY shall require that any change in the student’s enrollment health status will be evaluated on an individual basis.

L. UNIVERSITY warrants that each of its UNIVERSITY instructors supervising, or participating in clinical instruction at AGENCY will be duly licensed and/or certificated in California, and will meet the UNIVERSITY educational qualifications. Assignment of the Instructors shall be subject to approval by AGENCY.

M. UNIVERSITY shall be responsible for the assignment, instruction, evaluation and clinical supervision of students enrolled in the Program. UNIVERSITY shall notify each student that the student is responsible to notify UNIVERSITY and AGENCY immediately whenever absence from the Clinical Facilities becomes necessary.

N. UNIVERSITY shall certify to AGENCY that each student, employee, and instructor reporting to the Clinical Facilities has received the training required by the OSHA Bloodborne pathogens standard, Section 5193 of Title 8 of California Code of Regulations.

O. UNIVERSITY shall ensure that each student, UNIVERSITY instructors and UNIVERSITY employees in the Program comply with federal, state, and local occupational health and safety, environmental statutes and regulations regarding OSHA Bloodborne pathogens standard, Section 5193 of Title 8 of California Code of Regulations by instructing students in OSHA standards for Blood Borne Pathogens.

P. UNIVERSITY shall, at the first opportunity following receipt of notice, transfer students or instructors who are unable to properly perform their clinical assignments.

Q. UNIVERSITY shall report to the AGENCY all changes in faculty including changes in teaching areas, prior to employment of or within 30 days after termination of employment of a faculty member. Such changes shall be reported on forms provided by the UNIVERSITY. Faculty members shall possess qualifications as set forth in Section 1425 of Title 16 of California Code of Regulations, and incorporated herein by this reference.
R. UNIVERSITY shall have students execute a statement of student responsibilities, a confidentiality statement, a waiver of liability, and if required, a student hepatitis B vaccine declination, in the forms attached hereto, marked as Exhibits "A", "B", "C", and "D" respectively, and are incorporated into this Agreement by this reference.

S. UNIVERSITY shall notify each student that the student will be responsible for payment to AGENCY for any Emergency Room Services provided to the student.

2. GENERAL RESPONSIBILITIES OF AGENCY

A. AGENCY shall provide clinical experience and observation opportunities of educational value appropriate for the learning experience for students designated by UNIVERSITY. When available, these experiences shall be in psychiatric, medical-surgical, pediatric, obstetrics, geriatric, emergency and public health.

B. AGENCY shall accept an appropriate number of students as agreed upon by both parties for clinical experience, to assure maximum learning experience in each clinical area.

C. AGENCY shall provide a contact person, acceptable to the UNIVERSITY, who shall assist the UNIVERSITY in coordinating the Program, and shall serve as the principal liaison for communication between the AGENCY and UNIVERSITY regarding the Program. When needed, the AGENCY’S contact person shall coordinate the arrangements of classrooms, the use of visual aids, and if requested by the UNIVERSITY instructor, shall obtain AGENCY staff members as resource people.

D. AGENCY shall provide, to the extent needed and available, suitable classroom facilities, storage space for teaching materials, and suitable lockers for student possessions.

E. AGENCY shall provide orientation for UNIVERSITY instructors prior to initial assignment at the AGENCY and a bi-yearly update on new policies and procedures.

F. AGENCY shall provide students access to library and medical records only when necessary in the regular course of the program.

G. AGENCY recognizes that UNIVERSITY is responsible for the learning experiences of students, but reserves the right in all problem situations requiring immediate solution to resolve the situation in the favor of the patient, placing the student in the position of observer, with subsequent clarification to follow between the instructor and AGENCY.
H. AGENCY reserves the right to terminate, with cause, at any time, the clinical experience of any student, and agrees to notify the UNIVERSITY, in writing, of the AGENCY's intent to exercise such right.

I. AGENCY shall provide qualified nursing personnel adequate in number, in each area where students are receiving clinical experience in order to ensure safe continuous health care services to the patients.

J. AGENCY shall not decrease their customary number of staff as a result of the assignment of students in the Program.

K. The AGENCY retains full administrative and clinical responsibility for the care of its patients assigned to the Program. Students and faculty, as participants in this education program, will not replace AGENCY staff and agree to follow any decision rendered by the proper AGENCY staff.

L. AGENCY shall, at any time when a student or faculty is participating in the clinical experience at AGENCY, provide to students and faculty necessary emergency health care or first aid for accidents or illness occurring in its facilities.

M. AGENCY shall provide a Registered Nurse/ Nurse Preceptor to each student to teach, supervise, and evaluate in consultation with faculty liaison.

N. AGENCY agrees that the Registered Nurse/ Nurse Preceptor are not paid by UNIVERSITY.

3. NURSING PRELICENSURE CLINICAL INTERNSHIP

A. UNIVERSITY shall participate in conjunction with an AGENCY employed Registered Nurse Preceptor, who satisfies the requirements of Section 1426.1 of Title 16 of California Code of Regulations, in the supervision of the instruction and clinical experience of the student nurse.

B. UNIVERSITY shall:

1. Manage the Program and is responsible for the instruction of students enrolled in the Program.

2. Schedule the students' clinical hours to match the AGENCY assigned work schedule of the Registered Nurse Preceptor, including days, evenings or night shifts. Faculty liaison will be available and on call during that time.

3. Provide a six-(6) hour workshop to Registered Nurse Preceptors concerning the Preceptor role.
C. AGENCY shall:

   1. Provide a Registered Nurse Preceptor for each student to teach, supervise and evaluate the student in consultation with faculty liaison.

   2. Agree that the Registered Nurse Preceptor is not paid by the UNIVERSITY, but receives recognition by the UNIVERSITY.

4. UNIVERSITY AND AGENCY FURTHER AGREE THAT

A. Students assigned to the Agency shall be subject to the rules and regulations of both UNIVERSITY and AGENCY.

B. UNIVERSITY and AGENCY shall mutually agree upon the dates and hours for the clinical experience assignments.

C. Students shall receive no salary or stipend for the service they may give in the course of the clinical experience.

D. Neither UNIVERSITY nor AGENCY will furnish any uniform, transportation or laundry service for students.

E. AGENCY's space, patient population, appropriate supervisory staff, and other considerations reasonably related to the furnishing of quality care by the AGENCY to its patients, shall be considered in the determination of the appropriate number of students agreed upon for participation in the program contemplated by this Agreement.

F. The ratio of instructor to students shall comply with Section 1424(k) of Title 16 of California Code of Regulations, incorporated into this Agreement by this reference, and not exceed one instructor to twelve students with any exceptions to be approved by AGENCY and UNIVERSITY prior to placing any students in the clinical areas.

G. UNIVERSITY and AGENCY shall maintain the standards of the Baccalaureate Degree Nursing Program at a level equal to or exceeding the standards set forth by the State Board of Registered Nursing, and Article 3, Section 1420, et seq. of Title 16 of California Code of Regulations.

H. The academic personnel of UNIVERSITY shall share with AGENCY in the supervision of students in clinical activities at AGENCY. The person to whom the student is required to report and who is not an academic personnel of UNIVERSITY shall possess a valid certificate or license to practice a healing art in California, pursuant to Section 58055 of Title 5 of the California Code of Regulations.
5. **INSURANCE**

A. UNIVERSITY warrants that it carries student professional liability insurance covering UNIVERSITY and nursing students with a reputable insurance company (ies) which insure the perils of personal injury, medical professional liability and educators errors and omissions liability (excluding premises coverage), with limits of at least one million ($1,000,000) each occurrence with at least three million ($3,000,000) annual aggregate. Agency is named as an additional insured provided that a written agreement exists between University and Agency.

B. UNIVERSITY has elected to be self-insured for its general liability, workers’ compensation and property exposures. Under this form of insurance, the UNIVERSITY and its employees are insured for any tort liability resulting from carrying out official activities, including UNIVERSITY operations on non-UNIVERSITY owned property. The University warrants that it carries general liability insurance covering the University, insuring perils of bodily injury, personal injury, errors and omissions, and medical malpractice, with limits of at least two million ($2,000,000) each occurrence and ten million ($10,000,000) aggregate.

C. UNIVERSITY shall supply to AGENCY upon request, certificates of insurance which evidence coverage in amounts of hazards as herein described. UNIVERSITY utilizes a Program of self-insurance as described above.

D. UNIVERSITY agrees to maintain workers’ compensation insurance covering all UNIVERSITY personnel employed to perform services pursuant to this Agreement in accordance with all applicable workers’ compensation laws. Students, however, are not employees of the University.

E. Students, while participating in the Program, and receiving college credit, pursuant to this Agreement, shall not be considered employees of AGENCY. AGENCY does not assume any liability under law relating to workers’ compensation, on account of any act of any student performing, receiving experience and training (clinical or not), or travelling pursuant to the Agreement.

F. The Agency shall procure and maintain General Liability Insurance, comprehensive or commercial form, with $1,000,000 minimum limit for each Occurrence and a minimum limit of $2,000,000 General Aggregate.

6. **NONDISCRIMINATION**

Neither AGENCY nor UNIVERSITY will discriminate against any person because of
race, color, religion, ancestry, national origin, disability, marital status, age, sexual orientation, gender or any basis that is contained in the prohibition of hate crimes set forth in subdivision (a) of Section 422.6 of the Penal Code.

7. **RELATIONSHIP**

The relationship of AGENCY and UNIVERSITY shall be that of independent contractor. Neither party shall be considered the agent or employee of the other. Neither shall exercise control or direction over the other while performing their respective obligations under this Agreement. Neither party intends to create a partnership or joint venture by entering into this Agreement.

8. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement will not be deemed a waiver of any subsequent breach of the same or a different provision.

9. **TERMINATION OF AGREEMENT**

This Agreement shall be effective as of date of execution, and shall continue for three years subject to cancellation. Either party may terminate this Agreement by giving ninety (90) days written notice. Said notice shall be sent by certified mail, return receipt requested, and ninety (90) days shall begin on the date of receipt thereof. Such termination shall have no effect upon those students then enrolled in the Program at AGENCY.

10. **MODIFICATION**

No modification, amendment, supplement to this Agreement, or waiver of any provision of this Agreement shall be binding upon the parties unless made in writing and duly signed by all parties hereto.

11. **SURVIVING SECTIONS**

All obligations under this Agreement which are continuing in nature, shall survive the termination or conclusion of this Agreement.

12. **ASSIGNMENT**

Neither UNIVERSITY nor AGENCY may assign this Agreement without the express written consent of the other.

13. **RULES OF CONSTRUCTION**

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either UNIVERSITY or AGENCY. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in
any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identifications of the person or persons, entity or entities, may require.

14. **ENTIRE AGREEMENT**

This Agreement contains the final, complete, and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations, or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty, or representation by any party or any representative of any party other than those expressly contained herein. Each party hereto has carefully read this Agreement and signs the same of its own free will.

15. **GOVERNING LAW**

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

16. **COUNTERPARTS**

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto.

17. **SEVERABILITY**

The provisions of this Agreement are specifically made severable. If any clause, provision, right, and/or remedy provided herein are unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right, and/or remedy were not contained herein.

18. **INDEMNIFICATION:**

A. The Agency shall indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, CSU, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from Contractor’s performance of this agreement.
19. **STATE AND FEDERAL REGULATIONS**

Notwithstanding any language to the contrary in this Agreement, and as required by Section 70713 of Title 22 of the California Code of Regulations, AGENCY shall retain professional and administrative responsibilities for the services rendered.

In addition to all other sections of this Agreement, UNIVERSITY agrees to abide by the Accreditation Standards of the Joint Commission on Accreditation of Healthcare Organizations as they are noted in the Consolidated Accreditation Manual for Hospitals.

20. **AUTHORIZATION**

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

<table>
<thead>
<tr>
<th>CSU Channel Islands</th>
<th>Rio School District</th>
</tr>
</thead>
<tbody>
<tr>
<td>One University Drive</td>
<td>2500 E Vineyard Ave Ste 100</td>
</tr>
<tr>
<td>Camarillo, CA 93012-8599</td>
<td>Oxnard, CA 93036</td>
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</tbody>
</table>

__________________________________________________________
Date
Procurement & Logistical Services

__________________________________________________________
Signature    Date

__________________________________________________________
Print Name

__________________________________________________________
Title
EXHIBIT “A”

STATEMENT OF STUDENT RESPONSIBILITIES REGARDING AGENCY AND UNIVERSITY EDUCATIONAL PROGRAM

The undersigned student hereby agrees to:

1. Provide proof of immunization or documented immunity against tetanus, diphtheria, rubella, rubeola; and a varicella titer; including a current PPD or tuberculosis evaluation. A hepatitis B surface antigen test shall be submitted to unless proof of a hepatitis B vaccine series can be demonstrated.

2. Provide proof of Criminal Background check and drug screen.

3. Provide proof of a current CPR for Healthcare Providers certificate or its equivalent.

4. Notify both the instructor and the agency immediately whenever absence from the clinical agency becomes necessary.

5. Comply with the federal, state and local occupational health and safety, environmental statutes and regulations regarding OSHA Bloodborne pathogens standard, Section 5193 of Title 8 of the California Code of Regulations, by completion of instruction in OSHA Standards for Bloodborne Pathogens.

6. Assume responsibility for payment to AGENCY for an Emergency Room Services provided to the student.

7. Receive no salary or stipend for the service they may give in the course of the clinical experience assignments.

8. Assume responsibility for furnishing their own uniforms, transportation and laundry service.

9. Adhere to the policy that the AGENCY reserves the right in all problem situations requiring immediate solutions to resolve the situation in favor of the patient, placing the student in the position of observer, with subsequent clarification to follow between the instructor and the AGENCY.

10. Adhere to the policy that the AGENCY reserves the right to terminate, with cause, at any time, the clinical experiences of any student, and agrees to notify the UNIVERSITY in writing of the Agency’s intent to exercise such a right.

11. Conform to all applicable AGENCY policies, procedures, and regulations, and such other requirements and restrictions as may be mutually agreed upon by AGENCY and UNIVERSITY.
12. Comply with UNIVERSITY rules and regulations related to the Program, and also with the following additional rules and regulations:


Signed: ___________________________  Date: ___________________________

Print Name: ___________________
EXHIBIT "B"

STUDENT WAIVER OF LIABILITY

1. In consideration of the educational opportunity afforded to me by AGENCY, I hereby waive any claim for damages against AGENCY, its employees, and/or agents alleged to have resulted from any tortuous acts or omissions of AGENCY, its employees, and/or agents.

Signed: ___________________________   Date: ___________________________

Print Name: ___________________________

2. In consideration of the educational opportunity afforded to me by UNIVERSITY, I hereby waive any claim for damages against UNIVERSITY, its employees and/or agents alleged to have resulted from any tortuous acts or omissions of UNIVERSITY, its employees and/or agents.

Signed: ___________________________   Date: ___________________________

Print Name: ___________________________
EXHIBIT "C"

STUDENT ACKNOWLEDGEMENT OF PATIENT CONFIDENTIALITY

The undersigned hereby recognizes that medical records, patient care information, personnel information, reports to regulatory agencies, and conversations between or among any health care professionals regarding patient matters are considered confidential, and should be treated with utmost confidentiality. If it is determined that a breach of confidentiality has occurred as a result of my actions, I can be liable for damages that result from such a breach, and possible termination from the Program.

Signed: ___________________________ Date: ___________________________

Print Name: ___________________________
EXHIBIT "D"

HEPATITIS B VACCINE DECLINATION (WAIVER)

I HAVE BEEN INFORMED AND UNDERSTAND THAT DUE TO MY PARTICIPATION IN THIS COURSE EXPOSURE TO BLOOD AND/OR OTHER POTENTIALLY INFECTIOUS MATERIALS, THAT I MAY BE AT RISK OF ACQUIRING HEPATITIS B VIRUS (HBV) INFECTION. I HAVE BEEN ADVISED, AND GIVEN THE OPPORTUNITY TO BE VACCINATED FOR A FEE WITH HEPATITIS B VACCINATION.

STUDENTS MUST CHECK ONE OF THE BOXES:

☐ I DECLINE THE HEPATITIS B VACCINATION, AND UNDERSTAND THAT BY DECLINING THIS VACCINE, I CONTINUE TO BE AT RISK OF ACQUIRING HEPATITIS B, A SERIOUS DISEASE.

☐ I HAVE FULLY COMPLETED THE HEPATITIS B VACCINATION SERIES, AND THEREFORE I DECLINE THIS OPPORTUNITY TO BE VACCINATED WITH THE HEPATITIS B VACCINATION.

☐ I HAVE BEGUN THE HEPATITIS B VACCINATION SERIES AND UNDERSTAND THAT I CONTINUE TO BE AT RISK OF ACQUIRING HEPATITIS B, A SERIOUS DISEASE, AND WILL CONTINUE TO COMPLETE THE ENTIRE SERIES OF VACCINATION.

Print Name: __________________________

Signature: __________________________

Date: __________________________
## Agenda Item Details

<table>
<thead>
<tr>
<th>Meeting</th>
<th>Mar 15, 2017 - RSD Regular Board Meeting</th>
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<tbody>
<tr>
<td>Category</td>
<td>10. Consent</td>
</tr>
<tr>
<td>Subject</td>
<td>10.8 Approval of Contract Extension for Diane DeLaurentis-Artist In Residence</td>
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<tr>
<td>Access</td>
<td>Public</td>
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<td>Type</td>
<td>Action (Consent)</td>
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<tr>
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<td>Budget Source</td>
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<tr>
<td>Recommended Action</td>
<td>Staff recommends extension of the Contract with Diane DeLaurentis-Artist In Residence.</td>
</tr>
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### Goals

- **Goal 1**: Prepared students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.
- **Goal 2**: Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.
- **Goal 3**: Improved student achievement at every school and every grade in all content areas.

### Public Content

**Speaker:** Superintendent Puglisi

**Rationale:**

Ms. DeLaurentis will continue to work with students in Drama and a production of the Lion King.

### Administrative Content

### Executive Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.
Agenda Item Details

Meeting: Mar 15, 2017 - RSD Regular Board Meeting
Category: 10. Consent
Subject: 10.9 Proposal for a Preliminary Geotechnical Engineering Study from NV5
Access: Public
Type: Action (Consent)
Fiscal Impact: Yes
Dollar Amount: 11,550.00
Budgeted: Yes
Budget Source: Measure G Funds
Recommended Action: Approve the proposal from NV5 for the Geotechnical Engineering Study
Goals: Goal 3 - Create welcoming and safe environments where students attend and are connected to their school

Public Content

Speaker:
Kristen Pifko

Rationale:

NV5 has submitted a proposal to conduct a geotechnical engineering study for the proposed Kitchen Improvements at Rio Del Valle Middle School. The purpose of the proposed geotechnical study is to evaluate the geotechnical site conditions as they relate to the proposed improvements, and to provide geotechnical recommendations for the currently proposed development.

NV5 Proposal.pdf (2,695 KB)

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Robert’s Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.
February 20, 2017

Rio School District
2500 East Vineyard Avenue #100
Oxnard, California 93036

c/o: Jesus Muguerza, Balfour Beatty Construction

Subject: Proposal for a Preliminary Geotechnical Engineering Study
Proposed Kitchen Improvements, Rio Del Valle Middle School
3100 North Rose Avenue, Oxnard, California

Dear Mr. Ibarra,

NV5 West, Inc. is pleased to submit this proposal for a preliminary geotechnical engineering study for the proposed Kitchen Improvements at Rio Del Valle Middle School in Oxnard, California. Our proposal was prepared in accordance with your request. This proposal summarizes our understanding of the project, and presents the proposed scope of services with associated estimated costs and schedule. In addition, a brief summary of our qualifications is provided.

The purpose of the proposed geotechnical study is to evaluate the geotechnical site conditions as they relate to the proposed improvements, and to provide geotechnical recommendations for the currently proposed development.

The project is subject to Prevailing Wage law.

PROJECT UNDERSTANDING

Our project understanding is based the information provided by you including the A-100 partial site plan by Kruger Benson Ziemer Architects and a brief site visit on February 20, 2017. The partial site plan shows the proposed kitchen improvements with a footprint of approximately 4,500 square feet in an area currently occupied in part by the existing kitchen to be replaced, and by hardscape and planter areas. The school facility is bounded on the west by Rose Avenue, and on the north, east and south by land used for agricultural purposes. Information related to the proposed foundation system and proposed loads is not included on the partial site plan but it is assumed that the structure will be founded on continuous conventional foundations with maximum loading estimated at approximately 1,000 pounds per lineal foot.

We also based this proposal on review of regional geologic maps, seismic hazard maps and our general familiarity with the area's geotechnical conditions. The proposed improvements are not located within a State-designated Earthquake Fault Zone or Earthquake-Induced Landslide Hazard Zone; however the site is located within a Liquefaction Hazard Zone, and the Seismic Design S-Ground Acceleration Parameter is greater than 0.75, and based on DSA IR A-4.13, the study is required to include a Site Specific Ground Motion Analysis following CBC section 1616.A.1.3.
QUALIFICATIONS

NV5 has a uniquely well-qualified team of experienced professionals and the supporting quality management systems to effectively provide whatever geotechnical engineering and construction-quality assurance services that the District may require. Our team brings unique qualifications to the Rio School District, including:

- **Geotechnical Engineering, and Construction Observation, Inspection, and Testing Expertise.**
- **Extensive Local Experience** combined with broad Regional Expertise including major school projects, commercial projects, infrastructure and residential projects for local school districts, cities and dozens of local and State agencies.
- One of the Largest and Most Capable Testing Labs in California; certified by Caltrans (IA), CCRL, ARML, DSA, OSHPD, and AASHTO (R-18).
- **Accountability:** Our local staff and effective quality systems ensure the School District the most cost-effective quality assurance program.

NV5's highly experienced project team will consist of the following lead individuals:

- **Scott Moors, PG, CEG, CHG; Project Principal:** Mr. Moors has over 25 years of directly-related geotechnical experience and be responsible for overall project quality, timely project delivery, and client communication.

- **Shaun Simon, PE, CEG, Engineering Manager:** Mr. Simon has over 15 years of directly-related geotechnical experience and will be in charge of project engineering, project management, and will be in charge of technical quality review of the project. Shaun has completed geotechnical investigations for school projects of similar scope in other areas of Ventura County and surrounding areas.

- **Bruce Smith, PE, GE; Senior Geotechnical Engineer:** Mr. Smith has over 35 years of directly-related geotechnical experience and will be geotechnical engineering oversight and quality assurance.

Our highly experienced project team is completed by our field and testing technicians, and special inspectors.

SCOPE OF SERVICES

In order to prepare the geotechnical report, we propose to excavate two exploratory small diameter borings using a truck-mounted drill rig within the proposed footprint of the building, collect samples, perform laboratory testing and engineering analyses, and prepare geotechnical recommendations to be incorporated into the design of the proposed improvements.

Based upon the information provided, we propose the following scope of services:

**Task 1 – Project Preparation and Documentation Review:** Review existing site geotechnical reports, review plans, and research the available geologic and geotechnical data pertinent to the site.
Task 2 – Field Reconnaissance and Utility Clearance: Reconnoiter the site to assess the site conditions, mark the proposed borings locations, and coordinate with Underground Service Alert (USA) as required per State mandatory protocol. NV5 will pre-mark boring locations and notify Underground Service Alert, and notify District facility staff of the marked boring locations. NV5 is not responsible for damage to landscaping, irrigation lines, or utilities.

Notice Regarding Underground Utilities: Please note that USA does not locate utilities within private property. It is the Client's responsibility to provide NV5 with any available information on locations for all utilities and utility easements situated within the site at least 5 working days before the start of our field investigation. Penetrating the site subsurface is inherently risky. It is impossible to determine with certainty the precise location of all underground structures. NV5's fee is not adequate to compensate for both the performance of the services described herein and the assumption of the risk associated with damaging underground structures. Disruption of utilities or damage to underground structures will be the responsibility of the Client (Rio School District).

Exploration Permits: Boring permits are not anticipated to be required for this project. It is assumed that if permits are required that the client will provide those.

Task 3 – Field Exploration: Drill, sample, and log up to 2 hollow-stem auger borings. Borings will be excavated to depths of up to 50 feet below ground surface. Drilling may meet refusal due to the presence of boulders. The ground surface at one of the proposed boring locations is covered by concrete or asphalt. NV5 will make an approximately 8 inch diameter core through the concrete or asphalt, and will replace the concrete or pavement section in the excavation with non-shrink grout (to replace concrete) or asphalt concrete cold patch (to replace asphalt) following the completion of the drilling and backfilling of the exploratory excavations. Surface texture and color will not match the existing surface. The second boring location is within a planter area.

Relatively undisturbed soil samples and bulk samples will be obtained from the borings at selected depths. A geologist representing our firm will observe the exploratory borings and log the underlying materials based on visual observation of drill cuttings and soil samples. Borings will be backfilled with bentonite grout. Soil cuttings from the borings will be collected in drums and disposed of offsite.

Fieldwork Hours: Field exploration is planned for weekend hours in order to not interfere with the school schedule. Additional fees will apply.

Hazardous Materials: In the event that suspected hazardous materials are encountered during drilling, as indicated by odor or visually, impacted exploratory excavations will be terminated and arrangements will be made to backfill such excavations with cement grout. NV5 will notify you as soon as possible of such an occurrence, and we will both mutually decide whether to continue, modify, or cease the remainder of the investigation program. All added costs incurred as a result of suspected hazardous substances would be charged on a time and expense basis over and above the fee quotation for the site investigation in accordance with our current fee schedule.

Task 4 – Laboratory Testing: Selected soil samples will be tested to evaluate the engineering characteristics and classify the on-site soil materials. Laboratory tests will be determined based upon the results of the field exploration. Tests will include:

- In-situ moisture and dry density
- Grain-size distribution
- Liquid and Plastic Limits
- Maximum Dry Density and Optimum Moisture
- Shear strength (direct shear)
- Consolidation Potential
- Expansion Index
- Corrosivity Potential
Task 5 – Engineering Analysis: Engineering analyses will be based on the available research, findings from the field exploration, and laboratory test data; and will include evaluation of:

- Soil profile and classification
- Suitability of foundation material
- Suitability of backfill material
- Seismic Shaking Potential
- General Site Boundary Conditions and Constraints
- Liquefaction potential
- Settlement potential
- Site Grading
- Expansion Potential

Task 6 – Site Specific Ground Motion Study: Due to changes in the 2013 California Building Code, improvements under the purview of DSA require a Site Specific Ground Motion Study when the seismic design parameter, S1, is greater than 0.75. The subject site is located in an area with an S1 value greater than 0.75. Site Specific Ground Motion Study will follow requirements in CBC Section 1616.A.1.3, California Geological Survey Note 48, and DSA IR A-4.13.

Task 7 – Report: Prepare a geotechnical report presenting a summary of our findings, laboratory analyses, and preliminary geotechnical recommendations for design and construction. The geotechnical report will include:

- Site & Project Description
- Site Location Map, Seismic Hazard Map, Regional Geologic Map, Geotechnical
- Logs of Exploratory Borings, and field investigation procedures
- Laboratory test results and summary of laboratory testing procedures
- Summary of earth materials encountered during exploration
- Discussion of groundwater conditions
- Discussion of seismic hazards including liquefaction, earthquake-induced landslide hazard, fault rupture hazard, strong ground shaking evaluation and peak horizontal ground acceleration based on USGS calculator
- Seismic Settlement and Static Settlement analysis
- Expansive Soil Potential
- Foundation Recommendations
- Recommended allowable active & passive pressures & friction coefficient
- Recommendations for grading and earthwork
- Recommendations for utility trench excavation, excavation stability and backfill requirements
- Site Drainage Considerations
- Soil Corrosion Potential
- Discussion of general project conditions and constraints
- Recommendations for construction observation and testing

Project Management: Management of the project includes coordination of the various tasks of the study including field exploration, laboratory testing and report preparation.

The following services are not included on the estimate above and will be provided at the client’s
request on a time and material basis. The rates for these services are in accordance with the attached fee schedule.

- Project meetings away from our office.
- Post-report consultation or response to regulatory review comments.

**SCHEDULE**

NV5 understands that time is of the essence in completing this project. We are prepared to mobilize immediately to contract drillers and implement the field exploration upon authorization to proceed. Our anticipated project schedule is summarized below, subject to availability of drillers and weather delays.

**COST ESTIMATE**

Based on our current understanding of the proposed project site conditions, NV5 proposes to provide the proposed scope of services for the lump sum fee of Eleven Thousand Five Hundred Fifty dollars ($11,550). The cost breakdown structure detailed below for information only. Our fee assumes Prevailing Wage rates apply. The listed fee assumes that all field work will be performed during weekend hours to avoid interference with student activities. Additional charges apply.

<table>
<thead>
<tr>
<th>Task</th>
<th>Estimated Schedule (Working Days)</th>
<th>Estimated Cost</th>
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</thead>
<tbody>
<tr>
<td>Tasks 1+2: Preparation, Site Reconnaissance and Utility Clearance</td>
<td>5</td>
<td>$400</td>
</tr>
<tr>
<td>Task 3: Field Exploration</td>
<td>1</td>
<td>$3,300</td>
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<tr>
<td>Task 4: Laboratory Testing</td>
<td>10</td>
<td>$2,600</td>
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<tr>
<td>Task 5: Engineering Analysis</td>
<td>4</td>
<td>$1,550</td>
</tr>
<tr>
<td>Tasks 6 &amp; 7: Site Specific Ground Motion Study, and Geotechnical Report</td>
<td>10</td>
<td>$3,700</td>
</tr>
<tr>
<td>TOTAL LUMP SUM FEE</td>
<td>28</td>
<td>$11,550</td>
</tr>
</tbody>
</table>

**ASSUMPTIONS AND LIMITATIONS**

This proposal has been prepared for the exclusive use of the client for the services described herein and is valid for 120 days. NV5 will endeavor to conduct these services in a manner consistent with that level of skill and care ordinarily exercised by members of the profession practicing in the same locality and under similar conditions as this project. NV5 makes no other representation or warranty, either expressed or implied.

The proposed scope and corresponding fees represent NV5’s view of the optimal and most cost-
The proposed scope and corresponding fees represent NV5’s view of the optimal and most cost-effective scope of work based upon the anticipated conditions and available information regarding the site. Unforeseen circumstances, such as the discovery of subsurface conditions that complicate the study, may occur and require additional services at an additional cost. Our proposal includes the following assumptions and limitations. Please read this section carefully. If you have any questions regarding these items, please contact our office.

- NV5’s fee estimate is based upon the scope of work and schedule described above. Additional services, or schedule adjustments that may be requested or required due to changes in the proposed project or other conditions, are excluded.

- Time for project meetings away from our office, except as specifically listed herein, is not included in this proposal. If meetings are requested, NV5 will attend on a time-and-materials basis.

- Additional costs resulting from delays in fieldwork due to weather or other factors beyond NV5’s control are not included.

- The proposed scope of work is limited to the characterization of the subsurface soils of the proposed site and does not include a detailed study of groundwater conditions, or geologic hazards not listed above. No evaluation for the presence of hazardous materials, radon or methane gas, naturally-occurring asbestos, or mold is included in the scope of work for this project. These items can be provided as a separate scope of work if requested.

- NV5 will not be responsible for the excavation, sampling, handling, identification or disposal of any hazardous materials that may be discovered at the site. In the event such materials are encountered, a separate proposal for environmental services will be prepared if requested.

NV5 appreciates the opportunity to present this proposal and we are excited at the prospect of working with you on this project. Should you have any questions or require further assistance, please contact us at (805) 656-6074.

Respectfully Submitted,
NV5 WEST, Inc.

Shaun Simon, PG, CEG, RCE 82610
Engineering Manager

Scott Moors, PG, CEG, CHg
Vice President

Attachments:
Agreement
Fee Schedule
Agenda Item Details
Meeting: Mar 15, 2017 - RSD Regular Board Meeting
Category: 10. Consent
Subject: 10.10 Approval of proposal and contract with Fence Factory for installation of fence at Rio Rosales
Access: Public
Type: Action (Consent)
Fiscal Impact: Yes
Dollar Amount: 9,015.00
Budgeted: Yes
Budget Source: Measure G Funds
Recommended Action: It is recommended that the Fence Factory proposal be approved to provide safety to the students at Rio Rosales.
Goals: Goal 3 - Create welcoming and safe environments where students attend and are connected to their school

Public Content
Speaker: Kristen Pifko

Rationale: During student pick up and drop off, the front of Rio Rosales Elementary School is very congested. In an effort to relieve congestion in the front of the school, the district would like to dismiss students at the side of the school. There is a drainage ditch near the area where students would need to travel for release out the side gate. In order to protect students from falling into or playing in the drainage area, the district would like to install a fence. It is in the best interest of the students at Rio Rosales that a fence be installed with a single swing gate and rolling gate. Fence Factory proposes to remove the existing green vinyl gate and fence and re-install a new fence with gates.

Fence Factory Proposal.pdf (487 KB)

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.
INSTALL APPROXIMATELY 200 LINEAR FEET OF 4' HIGH 9 GAUGE GALVANIZED CHAINLINK FENCING.

INSTALL (1) 10' WIDE X 4' HIGH DOUBLE DRIVE GATE.

THE END AND CORNER POSTS ARE 2 3/8" O.D. SCHEDULE 40 GRADE PIPE.
THE LINE POSTS ARE 1 7/8" O.D. SCHEDULE 40 GRADE PIPE ALL SET IN 12"X24" CEMENT FOOTINGS.
THE DOUBLE DRIVE GATE POSTS ARE 2 7/8" O.D. SCHEDULE 40 GRADE PIPE SET IN 12"X30" CEMENT FOOTINGS.

REMOVE THE EXISTING GREEN VINYL COATED DOUBLE DRIVE GATE AND FENCE PANEL. RE-INSTALL THE SMALL FENCE PANEL AS WELL AS THE SINGLE SWING GATE AND INSTALL A NEW 10' WIDE X 8' HIGH GREEN VINYL COATED ROLLING GATE.

TOTAL: $ 0,015.00

*NO PERMITS OR PERMIT FEES ARE INCLUDED IN THIS PROPOSAL. ANY PERMIT OR PERMIT FEES REQUIRED BY LOCAL BUILDING DEPT'S. OR GOVT. AGENCIES ARE THE OWNER'S RESPONSIBILITY.*

*PROPOSAL DOES NOT INCLUDE ANY CLEARING, GRUBBING OR GRADING*

2. In consideration for the above described work, the above named party agrees to pay Contractor the total sum of:

PRICE ON ACCEPTANCE OF OPTIONS

3. Work will begin on approximately.

4. Work will be completed on approximately.

5. This proposal is void if not accepted within 30 days of Proposal and Contract.

ACCEPTANCE:

FENCE FACTORY BY: R. CROXEN

Fence Factory is hereby authorized to furnish all material, labor and equipment necessary to complete the work above for which Fence Factory will receive the payment above in accordance with all of the Terms & Conditions set forth herein. It is acknowledged that this entire Proposal and Contract, including the Terms and Conditions set forth on the following pages, has been read.

ACCEPTED AND AUTHORIZED AT: SATICOY , CALIFORNIA BY: COMPANY,

DATED 2017

Contracts are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is Contractors' State License Board, 1020 N. Street, Sacramento, CA 95814.
**Agenda Item Details**

**Meeting**  
Mar 15, 2017 - RSD Regular Board Meeting

**Category**  
10. Consent

**Subject**  
Rio del Norte HVAC Pilot Project

**Access**  
Public

**Type**  
Action (Consent)

**Fiscal Impact**  
Yes

**Dollar Amount**  
160,000.00

**Budgeted**  
Yes

**Budget Source**  
Measure G Funds

**Recommended Action**  
It is recommended that the Board approve the attached resolution for the HVAC Pilot Project at Rio Del Norte.

**Goals**  
Goal 3: Create welcoming and safe environments where students attend and are connected to their school

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**Public Content**

**Speaker:** Kristen Pfiko

**Background:**

In connection with the Measure G planning, the District's administration, architect, construction manager and consultants compiled and prioritized a list of renovation projects to be completed throughout District schools. These projects include a heating, ventilation and air conditioning renovation project at Rio del Norte School. The existing system requires renovation and upgrading. As a pilot project, the District intends to renovate and upgrade the system servicing certain high-priority classrooms at Rio del Norte School in summer 2017. If the pilot project is successful, then the HVAC renovation would be expanded to other locations at Rio del Norte School, subject to funding. The renovation project aims, in part, to upgrade the existing system in accordance with California Building Code, Title 24 requirements.

The District’s construction team has determined that it is in the District’s best interest to upgrade the existing system with similar equipment instead of replacing the entire system. This approach would not require any structural refitting of the roof, which is pyramidal. The requisite similar equipment is manufactured by Mitsubishi Electric, and includes certain proprietary technology that Mitsubishi only permits certain authorized builders to install. Accordingly, the District would need to contract with the authorized builders for any installation of the new equipment.

Public Contract Code Section 3700 states that public agencies cannot limit their construction contracts to a single party or product unless, in relevant part, their governing board makes a finding that a particular product, material or service is necessary to match other products already in use on a particular public improvement, or in order to obtain a necessary item that is only available from one source. If the Board approves the attached resolution, the Board would find that the District needs to acquire certain designated products that match the existing heating, ventilation and air conditioning system. The Board would also find that these products are available from a single source, and must be installed by a single source.

**Rationale:**

Upgrading the HVAC system with similar equipment is more cost effective, and less time-consuming or intrusive, than replacing the entire system. Any final contracts would be brought back to the Board for final approval and/or ratification.
Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.
WHEREAS, on June 11, 2014, the Board of Trustees (the “Board”) of the Rio School District (“District”) adopted Resolution No. 1314/06, which ordered a school bond election, and on June 17, 2014, the Board reconfirmed Resolution 1314/06; and

WHEREAS, on November 4, 2014, the school bond election was regularly held in the District with the measure for incurring bond indebtedness submitted as Measure G, which established in relevant part that the bond proceeds would be used to modernize outdated District facilities; and

WHEREAS, the Certificates of Election received from the Registrar of Voters of the County of Ventura authenticated that more than the requisite fifty-five percent (55%) of the votes were cast in favor of Measure G, the Board entered that fact upon the minutes of its January 21, 2015 meeting, and subsequently certified the election proceedings to the Board of Supervisors of the County of Ventura; and

WHEREAS, the District’s administration, architect, construction manager and consultants compiled and prioritized a list of Measure G projects to be undertaken throughout the District (the “Measure G Projects”); and

WHEREAS, the Measure G Projects include implementation of a heating, ventilation and air conditioning system renovation project at Rio del Norte School, which renovation will commence with a pilot project focused on replacing and upgrading the heating, ventilation and air conditioning system and replacement of vents servicing certain, but not all, classrooms (the “Rio del Norte HVAC Pilot Project”); and

WHEREAS, the District intends to initiate the Rio del Norte HVAC Pilot Project in summer 2017; and

WHEREAS, if the Rio del Norte HVAC Pilot Project is successful, then the District intends to expand the heating, ventilation and air conditioning renovation project to additional locations at Rio del Norte School, subject to available funding; and
WHEREAS, the Rio del Norte HVAC Pilot Project aims, in part, to upgrade the existing heating, ventilation and air conditioning system in accordance with California Building Code, Title 24 requirements; and

WHEREAS, the existing heating, ventilation and air conditioning system is located on the roof of Rio del Norte School, which roof is pyramidal, thereby presenting certain heating, ventilation and air conditioning and certain construction challenges; and

WHEREAS, it has been determined that upgrading portions of the existing heating, ventilation and air conditioning system with similar equipment of like size and weight would be more advisable and beneficial than replacing the entire system because upgrading the system with similar equipment would not require any structural refitting of the roof and because the District can directly purchase the requisite equipment and then employ a contractor to install the equipment, all of which would be more economical and less time-consuming, wasteful and intrusive than replacement of the entire system; and

WHEREAS, the District must abide by certain competitive bidding procedures set forth in the Public Contract Code whenever undertaking certain public works projects, except as otherwise permitted to proceed under applicable law; and

WHEREAS, Public Contract Code Sections 3400(c)(2-3) specify that public agencies shall not let contracts for the construction, alteration or repair of public works, or draft specifications for bids in connection with the construction, alteration or repair of public works, in a manner that limits the bidding, directly or indirectly, to any one specific concern, or calls for a designated material, produce, thing or service unless the specification is followed by the words “or equal,” except under certain circumstances, including when the awarding authority makes a finding that a particular material, product, thing or service is designated by specific brand name or trade name in order to match other products in use on a particular public improvement either completed or in the course of completion, or in order to obtain a necessary item that is only available from one source; and

WHEREAS, it has been determined that the requisite similar equipment for the Rio del Norte HVAC Pilot Project consists of certain equipment manufactured by Mitsubishi Electric, which equipment includes certain variable refrigeration flow technology (the “HVAC Equipment”), and it has been further determined that Mitsubishi Electric has solely authorized certain Alliance Custom AHU builders to build and install the HVAC Equipment, thereby obligating the District to obtain the construction and installation services from Alliance Custom AHU builders; and

WHEREAS, pursuant to Public Resources Code Sections 21083 and 21084, and California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15301(a) and (d), the Rio del Norte HVAC Pilot Project has been determined not to have a significant effect on the environment because the project consists of interior and exterior alterations to the existing heating, ventilation and air conditioning system, including installation of new vents, and the restoration of deteriorated mechanical equipment, for use in conjunction with existing
structures, facilities, and mechanical equipment, in which event the project is exempt from the requirements of the California Environmental Quality Act (Public Resources Code Sections 21000, et seq.) as a Class 1 project involving negligible or no expansion of an existing use;

NOW, THEREFORE, be it resolved that:

1. The foregoing recitals are true and correct.

2. The Board hereby finds that the HVAC Equipment is designated by specific brand name in order to match other products in use at Rio del Norte School, a particular public improvement either completed or in the course of completion, and in order to obtain a necessary item that is only available from one source.

3. The Board further finds that it is necessary to contract with certain solely authorized Alliance Custom AHU builders, which are the only entities authorized to install the HVAC Equipment.

4. The Board hereby delegates authority to the Superintendent, or the Superintendent’s designee, to take such action as may be required to effectuate the purpose of this resolution, including negotiating the terms of any contracts for the acquisition and the installation of the HVAC Equipment, pursuant to Public Contract Code 3400(c)(3), subject to final approval or ratification of said contracts by the Board.

PASSED AND ADOPTED by the Board of Trustees at a regular meeting held on the 15th day of March, 2017 by the following vote on roll call:

AYES:
NOES:
ABSENT:
ABSTAIN:

Joe Esquivel,
President of the Board of Trustees

Eleanor Torres
Clerk of the Board of Trustees
**Agenda Item Details**

<table>
<thead>
<tr>
<th>Meeting</th>
<th>Mar 15, 2017 - RSD Regular Board Meeting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category</td>
<td>10. Consent</td>
</tr>
<tr>
<td>Subject</td>
<td>Approval of Invoices from Kiwitt's General Building for the ground preparation for the Garden Project.</td>
</tr>
<tr>
<td>Access</td>
<td>Public</td>
</tr>
<tr>
<td>Type</td>
<td>Action (Consent)</td>
</tr>
<tr>
<td>Fiscal Impact</td>
<td>Yes</td>
</tr>
<tr>
<td>Dollar Amount</td>
<td>22,100.00</td>
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<td>Budgeted</td>
<td>Yes</td>
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<tr>
<td>Budget Source</td>
<td>Maintenance</td>
</tr>
<tr>
<td>Recommended Action</td>
<td>It is recommended that the Board approve the invoices from Kiwitt's General Building for the ground preparation for the Garden Project.</td>
</tr>
</tbody>
</table>

**Public Content**

**Speaker:** Kristen Pifko

**Rationale:** As part of our ongoing Garden Projects at Rio Real and Rio Del Valle, Kiwitts General Building was contracted from the district's CUPCCA list as the lowest bidder to complete the ground work for the orchards.

| Kiwitts Invoice for Rio Real.pdf (518 KB) | Kiwitts Invoice for Rio Del Valle.pdf (794 KB) |

**Administrative Content**

**Executive Content**

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KIWIT'S GENERAL BUILDING  
P. O. Box 1359  
Somis, CA 93066  
(805) 986-4882 • FAX (805) 531-0035  
Lic. #40044 431960

<table>
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<td>Date</td>
<td>3-7-2017</td>
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<tr>
<td>ACCT.#</td>
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</table>

**CUSTOMER:**  
RIO SCHOOL DISTRICT  
2500 E. VINEYARD AVENUE; SUITE 100  
OXNARD, CA 93036

**JOB ADDRESS:**  
RIO REAL SCHOOL

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>REMOVED APPROXIMATELY 2000 SQ. FT. 6&quot; GRASS &amp; SOIL. INSTALLED 2 X 6 REDWOOD HEADERAROUND AREA, INSTALLED E52 MULCH OVER FABRIC.</td>
<td>11,800.00</td>
</tr>
</tbody>
</table>

**TOTAL DUE**  
$11,800.00

THIS INVOICE IS DUE UPON RECEIPT AND BECOMES DELINQUENT IN TEN DAYS.  
A SERVICE CHARGE OF 1 1/2% PER MONTH - (18% PER YEAR) WILL BE MADE ON BALANCES  
30 DAYS PAST DUE.

PURCHASER AGREES TO PAY ALL COSTS OF COLLECTING THIS AMOUNT OR ENFORCING ANY OF OUR RIGHTS UNDER THIS STATEMENT INCLUDING A REASONABLE ATTORNEYS FEE IF THIS STATEMENT IS PLACED IN THE HANDS OF AN ATTORNEY FOR COLLECTION NO MATTER WHETHER SUIT IS BROUGHT OR NOT.
We hereby submit specifications and estimates for:

Remove approximately 2000 sq. ft. 6" of grass and soil. Install 2 x 6 redwood header around area, install ES2 mulch over fabric.

Acceptor agrees to pay all court costs, attorney fees or other expenses incurred in the collection of the above payments upon default thereof by acceptor.

We Propose herein to furnish materials and labor—complete in accordance with the above specifications for the sum of

Eleven Thousand Eight Hundred and 00/100 Dollars

Prior to start must have purchase order in place. Upon Completion.

Note: This proposal may be withdrawn in part at a notice given within 30 days from date hereof.
KIWITT’S GENERAL BUILDING
P. O. Box 1359
Somis, CA 93066
(805) 986-4882 • FAX (805) 531-0035
Lic. #496510

<table>
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<th>NO.</th>
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<td>ACCT.#</td>
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**CUSTOMER:**
Rio School District
2500 E. Vineyard Ave., Suite 100
Oxnard, CA 93036

**JOB ADDRESS:**
Rio Del Valle

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<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>REMOVED APPROXIMATELY 31' X 6' X 90' PIE SHAPE AREA 6&quot; DEPTH. INSTALLED REWOOD HEADER 2 X 6 AND FABRIC UNDER ES2 MULCH.</td>
<td>7,600 00</td>
</tr>
<tr>
<td>REMOVED APPROXIMATELY 21' X 26' GRASS AND SOIL. INSTALLED 2 X 6 REWOOD HEADER ON 3 SIDES AND INSTALLED FABRIC UNDER ES2 MULCH.</td>
<td>2,700 00</td>
</tr>
</tbody>
</table>

**TOTAL DUE**
$10,300 00

This invoice is due upon receipt and becomes delinquent in ten days.
A service charge of 1½% per month - (18% per year) will be made on balances 30 days past due.

Purchaser agrees to pay all costs of collecting this amount or enforcing any of our rights under this statement including a reasonable attorney's fee if this statement is placed in the hands of an attorney for collection no matter whether suit is brought or not.

Please pay from this invoice.
KOITI'S GENERAL BUILDING
P.O. Box 1359
SOMIS, CA 93066-1359

(805) 986-4882 FAX (805) 531-0035
LIC # 431960

Rio School District
2500 E. Vineyard Avenue, Suite 100
Oxnard CA 93036

PROPOSAL

Remove approximately 31' x 6' x 90' pie shape area 6' depth. Install redwood header 2 x 6, install fabric under ES2 mulch.

We honestly submit specifications and estimate for:

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<th>Item</th>
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We Propose hereby to furnish material and labor in accordance with the above specifications for the sum of Seven Thousand Six Hundred and 00/100 Dollars $7,600.00

Accepted agree to pay all court costs, attorney fees or other expenses incurred in the collection of the above payments upon default thereof by acceptor.

Payment to be made as follows:
Prior to start must have purchase order in place Upon Completion.

Acceptance of Proposal shall be made upon receipt and acceptance of proposal.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Signature

Signature
TO: Rio school district
2500 E. Vineyard Ave suite 100
Oxnard CA 93036

We hereby agree to the change(s) or additional work specified below:

ADDITIONAL WORK PER DISTRICT (NOT ON ORIGINAL CONTRACT), 21"X26" AREA ON NORTH WEST CORNER OF CAMPUS.
REMOVE APPROX 21"X26' GRASS AND SOIL INSTALL 2"X6" REDWOOD HEADER ON 3 SIDES.
INSTALL FABRIC (TEMPATE MIRAFI) UNDER 6" OF ES2 MULCH.

ORIGINAL CONTRACT PROPOSAL ON 2ND PAGE

NOTE: This Change Order becomes part of and in conformance with the existing contract.

We Agree hereby to make the change(s) specified above at this price

Date of agreement: 2-22-17

Authorized Signature

Payment will be made as follows:

UPON COMPLETION OF WORK

Accepted — The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Authorized Signature

Date of acceptance:

PREVIOUS CONTRACT AMOUNT
$7600.00

REVISED CONTRACT TOTAL
$10,300.00

$2700.00