SPECIAL BOARD MEETING
July 25, 2018

Office of Student and Family Services
3300 Cortez Street
Oxnard, CA 93036

JOHN D. PUGLISI, Ph. D.
Superintendent

Board of Education
Felix Eisenhauer, DMA, President
Eleanor Torres, Clerk
Joe Esquivel
Edith Martinez-Cortes
Rosa Balderrama
Wednesday, July 25, 2018
RSD Special Board Meeting

Office of Student and Family Services
3300 Cortez Street
Oxnard, CA 93036
Closed Session: 6:15 p.m.
Open Session: 7:15 p.m.

1. Preliminary Business-6:15 p.m.
   1.1 Call to Order-6:15 p.m
   1.2 Pledge of Allegiance
   1.3 Roll Call

2. Approval of the Agenda
   2.1 Agenda corrections, additions, and modifications.
   2.2 Approval of the Agenda

3. Closed Session 6:15 p.m.
   3.1 Conference with Real Property Negotiators, pursuant to Government Code § 54956.8 Property: the El Rio School site, 2714 E. Vineyard Avenue, Oxnard, CA 93036 Agency negotiators: Dr. John Puglisi, District Superintendent, and Dr. Joel Kirschenstein, special consultant to District Negotiating parties: Caleb Roope, Pacific West Communities, Inc., an Idaho corporation Under negotiation: price and terms of payment
   3.2 Public Employee Appointment [Government Code 54957] Title: Principal and Assistant Principal

4. Communications
   4.1 Public Comment Procedures for receiving communication from the public on topics that fall under the subject jurisdiction of the Governing Board. 1. Special Board Meeting - A member of the public may address the Governing Board on any item(s) on the agenda. (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.
   4.2 Superintendent’s Report

5. Discussion/Action
   5.1 Authorization to Proceed with Solicitation of Bids from Prequalified Contractors and Subcontractors for Rio Del Sol STEAM Academy Bid Package No. 25 – Additional Fencing
   5.2 Request by the Pacific Companies to Transfer a Portion of the District’s Unused Water Allocation for Use at the Rio Urbana Project Site
   5.3 Authorization to Grant the City of Oxnard a Right of Way and Public Access Easement across District Real Property Located on Turnout Park Circle
5.4 Review of Argument In Favor of Measure L
5.5 Approval of Consolidated Application for Categorical Funding - Title IV Part A Student Support
5.6 Approval of Revised CSEA Job Descriptions
5.7 Approval of the 18/19 Bell Schedules
5.8 Blanket Authorization for disposal of Obsolete Property by Director of Facilities for the 2018/2019 School Year.

6. Consent

6.1 Approval of the Consent Agenda
6.2 Ratification of the Commercial Warrant
6.3 Approval of Contract Renewal with HipHop Mindset FY 18/19
6.4 Approval of Amended Contract with Sage Institute for Consulting Services for 2018/2019
6.5 Approval of School Facilities Needs Analysis (SFNA/Developer Fee Justification Study (DFJS) Update and Related Items
6.6 Approval of Bright Bytes Renewal Contract
6.7 Approval of Newsela Renewal Agreement for 2018-2019 school year
6.8 Approval of Williams Quarterly Complaint Report (July 2018)
6.9 Approval of Title III Plan Addendum
6.10 Approval of Contract with School services of California, Inc.
6.11 2018-2019 Mixteco/Indigena Community Organizing Project (MICOP) with First 5 Ventura County (Nfl) Contract Renewal
6.12 Approval of Services for the Replacement and Repairs of the Second Floor Railing at Rio Vista.
6.13 Approval of Electrical Proposal from Taft Electric Company
6.14 Approval of Change Order with Valencia Sheet Metal
6.15 Approval of Change Order with Brian Devries Construction
6.16 Approval of Change Order With Fence Factory
6.17 Approval of Change Order with Standard Drywall for additional work at the Rio Del Sol
6.18 Change Order with Junior Steel for Scope Changes
6.19 Approval of change order with JPI Development for a Change in Scope of Work.
6.20 Approval of Change Order with RAN Enterprises for a change in the scope of work.
6.21 Approval of Change Order with Taft Electric for Scope changes.

7. Adjournment

7.1 Adjournment
Agenda Item Details

Meeting: Jul 25, 2018 - RSD Special Board Meeting

Category: 3. Closed Session 6:15 p.m.

Subject: 3.1 Conference with Real Property Negotiators, pursuant to Government Code § 54956.8
Property: the El Rio School site, 2714 E. Vineyard Avenue, Oxnard, CA 93036 Agency
negotiators: Dr. John Puglisi, District Superintendent, and Dr. Joel Kirschenstein, special
consultant to District Negotiating parties: Caleb Roope, Pacific West Communities, Inc., an
Idaho corporation Under negotiation: price and terms of payment

Access: Public

Type:

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content
Agenda Item Details

Meeting
Jul 25, 2018 - RSD Special Board Meeting

Category
3. Closed Session 6:15 p.m.

Subject
3.2 Public Employee Appointment [Government Code 54957] Title: Principal and Assistant Principal

Access
Public

Type

Public Content
Speaker:

Rationale:

Administrative Content

Executive Content
# Agenda Item Details

**Meeting**  
Jul 25, 2018 - RSD Special Board Meeting

**Category**  
3. Closed Session 6:15 p.m.

**Subject**  

**Access**  
Public

**Type**  
Discussion

## Public Content

**Speaker:**

**Rationale:**

## Administrative Content

## Executive Content
Agenda Item Details
Meeting: Jul 25, 2018 - RSD Special Board Meeting
Category: 4. Communications
Subject: 4.2 Superintendent's Report
Access: Public
Type: Report

Public Content
Speaker: Superintendent Puglisi

Rationale:
Superintendent Puglisi will report on the following:

- Master Plan
- Rio del Sol STEAM School Update
- Measure L Bond Update

Administrative Content

Executive Content
**Agenda Item Details**

**Meeting**
Jul 25, 2018 - RSD Special Board Meeting

**Category**
5. Discussion/Action

**Subject**
5.1 Authorization to Proceed with Solicitation of Bids from Prequalified Contractors and Subcontractors for Rio Del Sol STEAM Academy Bid Package No. 25 – Additional Fencing

**Access**
Public

**Type**
Action

**Budget Source**
Measure G/CFD Fund

**Recommended Action**
It is recommended that the authorization to solicit bids for additional fencing at Rio Del Sol STEAM Academy be granted

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

**Public Content**

Speaker: Superintendent Puglisi

Rationale:

On March 15, 2017, at a regularly-held meeting, the Rio School District (the “District”) Board of Trustees (the “Board”) approved a construction manager multi-prime delivery method for the construction of the Rio Del Sol STEAM Academy (submitted to the Division of State Architect as the “Rio STEAM K-8 Campus”). Subsequently, the District prequalified contractors and subcontractors in accordance with applicable law. On June 7, 2017, at a regularly-held meeting, the Board authorized District administration, staff and consultants to proceed with the solicitation of bids from prequalified contractors and subcontractors for all trades packages comprising the project. The District has awarded bids for all trade packages. Construction is underway with the school scheduled to open in fall 2018.

The District’s administration and consultants recently determined that it is in the District’s best interest to install additional fencing along the front of the campus for security purposes. This additional fencing is outside the original scope of work for the project and therefore has not been previously bid. The District may be able to retain existing contractors to complete this additional scope of work, but it may be necessary or preferable to separately bid the work. The attached resolution authorizes the District’s administration and consultants to proceed with the bidding of a supplemental fencing package as deemed required or appropriate. Any bid award recommendation will be brought back to the Board for approval.

Res181901BidsPackage25AddFencing.pdf (43 KB)
RIO SCHOOL DISTRICT

RESOLUTION NO. 1819/01

AUTHORIZATION TO PROCEED WITH SOLICITATION OF BIDS FROM PREQUALIFIED CONTRACTORS AND SUBCONTRACTORS FOR RIO DEL SOL STEAM ACADEMY BID PACKAGE NO. 25 – ADDITIONAL FENCING

WHEREAS, for several years, Rio School District (the “District”) has been planning the construction of the Rio Del Sol STEAM Academy (submitted to the Division of State Architect (“DSA”) as the “Rio STEAM K-8 Campus”) (hereinafter referred to as the “Project”); and

WHEREAS, the Project is a “public works project” as defined under the California Public Contract Code (the “Public Contract Code”), and is therefore subject to certain public bidding rules set forth therein and related regulations; and

WHEREAS, on March 15, 2017, at a regularly-held meeting, the District’s Board of Trustees (the “Board”) approved a construction manager multi-prime delivery method for the Project, pursuant to which each individual trade package would be separately bid in order to provide the District with greater control and flexibility with respect to the Project; and

WHEREAS, in accordance with the Public Contract Code, on April 19, 2017, at a regularly-held meeting, the Board approved a prequalification package for contractors and subcontractors interested in bidding on the Project; and

WHEREAS, on June 7, 2017, at a regularly-held meeting, the Board approved the list of prequalified contractors and subcontractors; and

WHEREAS, the District initially accepted bids for Bid Packages No. 1 through 23, which collectively comprise the Project, until on or about July 13, 2017, and the District separately retained a contractor for certain specialized survey work related to the Project under Bid Package No. 24; and

WHEREAS, the District has rebid certain trades as necessary and, as of June 2018, has awarded bids for all trades; and

WHEREAS, construction has been underway for almost a year, and phase one of the school is scheduled to open in fall 2018; and

WHEREAS, the District’s administration and consultants have determined that it is in the District’s best interest to install additional fencing along the front of the campus for security purposes (the “New Fencing Work”); and
WHEREAS, the New Fencing Work was not in the original scope of work for the Project and has not yet been bid, and would therefore result in an increase in the overall Project costs; however, the District’s administration and consultants have determined that these additional costs are warranted to provide further safety and security of the school site; and

WHEREAS, in accordance with the Public Contract Code and other applicable laws, the District may be able to retain contractors currently working on the Project to complete the New Fencing Work, but in the event that the District desires or needs to separately bid this additional scope of work, the District’s administration seeks authorization to proceed with such bidding and all tasks related thereto, including, but not limited to, additional prequalification of contractors and subcontractors as necessary or desired, preparation of all bid documents, publication of an invitation to bid and supplemental bid advertising, receipt and review of bid documents, and the preparation of a bid award recommendation, all in collaboration with the District’s construction manager and any other appropriate District consultants;

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.

2. The Board hereby authorizes the District to bid Rio STEAM Academy Bid Package No. 25 – Additional Fencing and all tasks related thereto, as specified in the above recitals, in accordance with the Public Contract Code and construction front end documents. This resolution shall be construed as an authorization and not as a requirement that the District proceed with the bid process specified herein. Any bid award recommendation shall be brought to the Board for approval.

3. 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. All tasks may be undertaken in collaboration with or further delegated to the District’s construction manager and any other appropriate District consultants as necessary or advisable.

PASSED AND ADOPTED by the Board of Trustees at a special meeting held on the 25th day of July, 2018 by the following vote on roll call:

AYES:
NOES:
ABSENT:
ABSTAIN:

Felix Eisenhauer, DMA, President of the Board of Trustees

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

Meeting: Jul 25, 2018 - RSD Special Board Meeting
Category: 5. Discussion/Action
Subject: 5.2 Request by the Pacific Companies to Transfer a Portion of the District's Unused Water Allocation for Use at the Rio Urbana Project Site
Access: Public
Type: Action
Recommended Action: Staff recommends approval of request to transfer a portion of the district's unused water allocation for use at Rio Urbana Project Site.

Public Content
Speaker: Superintendent Puglisi

Rationale:

In 1949, Rio School District (the “District”) acquired the former El Rio School site located at 2714 E. Vineyard Avenue in Oxnard. In 2017, the District sold the site to Pacific West Communities, Inc. There is a substantial outstanding balance on the disposition of the property to the Pacific Companies, and the District currently leases the site for its vehicle fleet.

The District and the Pacific Companies (inclusive of purchaser Pacific West Communities, Inc.) are joint applicants in the entitlement and annexation of the El Rio School site. The site is located in an unincorporated area of El Rio and within the sphere of influence of the City of Oxnard (the “City”). The project, which has been identified as the “Rio Urbana Project,” includes the annexation of the site into the City (Tentative Tract Map 5998, TTM 5998) and is being processed through the City as Planning and Zoning Permit No. PZ17-500-05. The Rio Urbana Project envisions two legal lots. The first lot would be a 15,100 square foot commercial office space currently earmarked for acquisition by the District. The second lot would be comprised of residential condominiums.

At the City’s request, the Pacific Companies obtained a technical study of wet utilities for the Rio Urbana Project, inclusive of existing and proposed water usage. Total projected water consumption for the site is 77,627 AF/YR. The study, which was recently updated, is attached.

In connection with the District’s original disposition of the property to the Pacific Companies, the District agreed to transfer its existing on-site water well rights to the proposed entitled and annexation project. The wet utilities study revealed that the current water allocation for the Rio Urbana Project is insufficient. However, the District has a surplus water allocation of water from the Foxcanyon GMA well – even when considering District water use from all other District properties, including future uses at the Rio Del Sol Academy. Therefore, the Pacific Companies have asked the District to transfer a portion of the District’s unused water allocation to the Rio Urbana Project.

https://www.boarddocs.com/ca/rio/Board.nsf/Private?open&login#
Administrative Content

Executive Content
Agenda Item Details

Meeting: Jul 25, 2018 - RSD Special Board Meeting

Category: 5. Discussion/Action

Subject: 5.3 Authorization to Grant the City of Oxnard a Right of Way and Public Access Easement across District Real Property Located on Turnout Park Circle

Access: Public

Type: Action

Recommended Action: Staff recommends approval.

Public Content

Speaker: Superintendent Puglisi

Rationale:

On October 8, 2013, Rio School District (the “District”) acquired from Riverpark B, L.L.C. certain real property identified as Lots 31 and 32 on Tract Map 5352-1. Tract Map 5352-1, which created the various parcels comprising the RiverPark community in Oxnard, was recorded in 2004. According to District records, Tract Map 5352-1 was recorded before the City of Oxnard (the “City”) granted its final approval of street improvement plans for the RiverPark community. It was subsequently determined that the City required various street improvements to Lot C, which is the public street commonly known as Turnout Park Circle. These street improvements encroach upon the adjacent Lots 30, 31 and 32. However, the deed granting Lots 31 and 32 to the District inadvertently omitted the language memorializing these required street improvement dedications. This action item memorializes the right of way and public access easements as set forth in the City’s approved plans. (This action item does not concern Lot 30, which is owned by the City.)

GrantRightofWay.pdf (344 KB)  Res181902RightofWay.docx (31 KB)

Administrative Content

Executive Content
RIO SCHOOL DISTRICT

RESOLUTION NO. 1819/02

Authorization to Grant the City of Oxnard a Right of Way and Public Access Easement in Relation to Certain District-Owned Real Property Located on Turnout Park Circle

WHEREAS, on August 31, 2004, that certain Tract Map No. 5352-1 was recorded in the Ventura County Recorder’s Office by those certain entities known as Riverpark A, L.L.C. and Riverpark B, L.L.C.; and

WHEREAS, Tract Map No. 5352-1 created various parcels comprising the RiverPark community in Oxnard, including, but not limited to, those certain lots identified on Sheet 12 of Tract Map No. 5352-1 as Lot C, Lot 30, Lot 31 and Lot 32; and

WHEREAS, on October 8, 2013, Rio School District (the “District”) acquired from Riverpark B, L.L.C. those certain real property parcels identified as Lots 31 and 32 on Tract Map 5352-1, as set forth in that certain grant deed recorded in the Ventura County Recorder’s Office as Document No. 20131008-00169434-0; and

WHEREAS, according to District records, Lot C, which is adjacent to Lots 30, 31 and 32, was originally intended to be a private street that would provide access to Lot 30 (which houses a City of Oxnard (“City”) fire station), Lots 31 and 32, and certain nearby detention basins, but the City later determined that Lot C should be designed as a public street; and

WHEREAS, the designation of Lot C as a public street necessitated certain street improvements; and

WHEREAS, the required improvements would encroach upon approximately 7,831 square feet of Lots 31 and 32; and

WHEREAS, the required encroachments upon Lots 31 and 32 must be memorialized in a recorded document, and to that end, a certain Grant of Right of Way and a certain Public Easement in favor of the City have been prepared for execution by the District; and

WHEREAS, Lot C is commonly known as Turnout Park Circle, Lot 31 is identified by Ventura County Assessor Parcel Number 132-0-120-035, and Lot 32 is identified by Ventura County Assessor Parcel Number 132-0-120-025;

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.

2. The Board hereby authorizes the District to grant the City a right of way and public access easement across certain portions of Lots 31 and 32, as set forth in the attached
RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Oxnard
Oxnard City Clerk's Office
300 West Third Street, Fourth Floor
Oxnard, CA 93030

Request recording without fee. Record for benefit of City of Oxnard pursuant to Section 6103 and 27383 of Government Code. No documentary transfer tax pursuant to R&T Code Section 11922.

APN: 132-0-120-035 (lot 31) and 132-0-120-025 (lot 32)

GRANT OF RIGHT OF WAY

FOR VALUE RECEIVED, RIO SCHOOL DISTRICT, a school district organized and existing under the laws of the State of California, as grantor ("Grantor"), hereby grants and conveys unto the CITY OF OXNARD, a California municipal corporation, ("Grantee") and its successors, assignees and transferees, the right of way for public streets and public utility purposes over, under, and across the real property described in Exhibit "A" and Exhibit "B," attached hereto and incorporated by reference. This offer of dedication includes the public facilities within the right-of-way constructed for roadway, wastewater, water, storm drain, and/or recycled water purposes.

IN WITNESS WHEREOF, the Grantor has executed this Grant Deed of Easement.

"Grantor"

RIO SCHOOL DISTRICT,
a school district organized and existing under the laws of the State of California

By: ____________________________________________
    Dr. John D. Puglisi, Superintendent
ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA
} S.S.
COUNTY OF ____________________

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

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

WITNESS my hand and official seal.

_________________________________________ (SEAL)
Signature
EXHIBIT "A"
LEGAL DESCRIPTION
PUBLIC ACCESS EASEMENT

That portion of Lots 31 and 32 of Tract No. 5352-1, in the City of Oxnard, County of Ventura, State of California, as shown on the map filed in Book 150, Pages 76 through 92, inclusive, of Miscellaneous Records, in the office of the County Recorder of said County, described as follows:

Commencing at the most Westerly corner of said Lot 31; thence along the Southwesterly line of said Lot 31 South 56°47'19" East 7.00 feet; thence leaving said Southwesterly line North 33°13'33" East 3.77 feet to the beginning of a curve concave Southeasterly, having a radius of 93.00 feet; thence Northeasterly and Easterly 89.30 feet along said curve through a central angle of 55°01'00" to the beginning of a reverse curve concave Northerly, having a radius of 57.00 feet; thence Easterly 3.62 feet along said curve through a central angle of 3°38'02" to the TRUE POINT OF BEGINNING; thence continuing along said curve Easterly and Northeasterly 51.76 feet through a central angle of 52°01'35" to the point of cusp of a curve concave Easterly, having a radius of 1.00 foot; thence Southwesterly and Southerly 0.84 feet along said curve through a central angle of 47°55'12", thence South 15°20'16" East 3.52 feet to the beginning of a curve concave Westerly, having a radius of 5.00 feet; thence Southerly and Southwesterly 4.78 feet along said curve through a central angle of 54°47'02" to the beginning of a compound curve concave Northwesterly, having a radius of 62.00 feet; thence Southwesterly 41.44 feet along said curve through a central angle of 38°17'55" to the beginning of a compound curve concave Northerly, having a radius of 5.00 feet; thence Southwesterly, Westerly and Northwesterly 4.78 feet along said curve through a central angle of 54°47'02"; thence North 47°28'18" West 3.52 feet to the beginning of a curve concave Southerly, having a radius of 1.00 foot, the terminus of said curve being a point of cusp on the curve described above as having a radius of 57.00 feet; thence Westerly 0.84 feet along said curve to the TRUE POINT OF BEGINNING.

Containing an area of 245 square feet, more or less.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

[Signature]
DAVID W. MACKEY, PLS 8912
EXHIBIT "A"
LEGAL DESCRIPTION
RIGHT-OF-WAY DEDICATION

That portion of Lots 31 and 32 of Tract No. 5352-1, in the City of Oxnard, County of
Ventura, State of California, as shown on the map filed in Book 150, Pages 76 through
92, inclusive, of Miscellaneous Records, in the office of the County Recorder of said
County, described as follows:

Beginning at the most Westerly corner of said Lot 31; thence along the Southwesterly
line of said Lot 31 South 56°47'19" East 7.00 feet; thence leaving said Southwesterly line
North 33°13'33" East 3.77 feet to the beginning of a curve concave Southeasterly, having
a radius of 93.00 feet; thence Northeasterly and Easterly 89.30 feet along said curve
through a central angle of 55°01'00" to the beginning of a reverse curve concave
Northerly, having a radius of 57.00 feet; thence Easterly, Northeasterly, Northerly and
Northwesterly 144.27 feet along said curve through a central angle of 145°01'03"; thence
non-tangent North 33°12'18" East 3.00 feet to the Northeasterly line of said Lot 32;
thence along said Northeasterly line and the Northwesterly lines of said Lots 31 and 32,
the following two (2) courses: North 56°47'42" West 14.00 feet and South 33°13'33"
West 186.67 feet to the Point of Beginning.

Containing an area of 7,831 square feet, more or less.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements,
if any, of record.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.
Public Content

Speaker: Superintendent Puglisi

Rationale:

On June 6, 2018, the Rio School District (the “District”) Board of Trustees (the “Board”) approved Resolution No. 1718/32, entitled “Resolution of the Board of Trustees of the Rio Elementary School District Ordering a School Bond Election, Establishing Specifications of the Election Order, and Requesting Consolidation with Other Elections.” Section 12 of Resolution No. 1718/32 granted the District’s Board, Superintendent and other officers of the District to perform such actions as necessary to effectuate the purpose of the resolution, including, but not limited to, preparing and submitting for inclusion in the voter information pamphlet an argument in favor of passage of the ballot measure. The ballot measure has been identified as “Measure L.” The draft argument in favor of Measure L has now been prepared and is being presented to the Board for review and comment. The final version of the argument is limited to 300 words and may be signed by up to five authors. The filing period is July 24 to August 2. If any argument against the measure is filed, there will be an opportunity to file a rebuttal.

Attached are the draft argument in favor of Measure L and the Ventura County Initiative Calendar. The stricken text on the Ventura County Initiative Calendar designates completed tasks. The highlighted text on the Ventura County Initiative Calendar designates the current tasks, inclusive of the arguments filing period.

Rio Draft Argument In Favor of Measure.DOCX (21 KB)
Ventura County Initiative Calendar Nov 2018.pdf (110 KB)
RIO SCHOOL DISTRICT
Argument in Favor of Measure L

Vote Yes on Measure L to construct elementary and middle school improvements to ensure all District students are equipped for the 21st Century. Many of our neighborhood schools were built decades ago and are in need of repair. While some schools have been upgraded, others still need renovation. Measure L completes these critical upgrades to ensure every student has equal access to a high-quality education in safe and modern classrooms.

Our schools need additional equipment to meet the growing demand for science, technology, engineering, arts, and math (STEAM) education. Measure L upgrades classrooms and labs to prepare our students for successful futures in high school, college, and beyond.

Measure L is fully dedicated to improving classrooms and other learning environments in our schools to continue improving education for all students. No funds can be taken by the state.

Measure L Will Provide Funds For:

- Renovate, upgrade, and modernize old and outdated classrooms
- Improve student access to computers and modern technology including visual presentation systems
- Renovate outdated infrastructure including plumbing, electrical, and heating/ventilation/air conditioning systems
- Construct multipurpose/gymnasium for school community use
- Enhance outdoor play and learning areas.

Voting YES on Measure L will:

- Make health and safety improvements, including security and earthquake retrofits
- Construct new classrooms and other school facilities to replace older buildings
- Replace deteriorating, temporary portable classrooms
- Make energy efficiency improvements.
May 18
172 days
Last day to file petitions regarding measures and/or initiatives.

July 3
426 days
Last day to request consolidation by delivering resolution for cities, schools and special districts for offices to be filled, including ballot question text for initiative measures.

July 6
420 days
Publish Notice of Election.

July 16
413 days
Declaration of Candidacy and Nomination period begins.

July 23
406 days
Ballot title and summary, tax rate statement, and full text of measure due to County Elections Office.

July 23
406 days
Newspaper publication of Notice of Election and Synopsis of Measures with dates of Arguments/Rebuttals. (Public examination opens for 40 days immediately upon receipt of documents.)

July 24
405 days
Measures to County Counsel (or City Attorney) to prepare Impartial Analysis.

July 24 – August 2
105-96 days
Arguments filing period. Public exam August 3 through August 12.

August 3 – August 13
95-84 days
Rebuttals filing period. Public exam August 14 through August 23.

August 10
88 days
Last day of nomination period.

August 11 – August 15
87-83 days
Extension of nomination period.
Goal 3 - Create welcoming and safe environments where students attend and are connected to their school
Goal 1 - Improved student achievement at every school and every grade in all content areas

Public Content

Speaker: Oscar Hernandez

Rationale:

Board approval is needed in order to receive for the first time "Title IV Part A - Student Support Categorical Funding from the California Department of Education. This application enables the Rio School District to receive these funds and to use them for the following purpose. LEAs will receive 2 percent of the total funds available statewide in fiscal year 2017-18 for Title IV, Part A. The minimum funding for any LEA will not be less than $10,000. The total amount of funds for Title IV, Part A available for allocation to LEAs is $44,097,156.

Title IV, Part A: Student Support and Academic Enrichment Grants
The purpose of this program is to improve students’ academic achievement by increasing the capacity of local educational agencies (LEAs), schools, and local communities to:
• Provide all students with access to a well-rounded education;
• Improve school conditions for student learning; and
• Improve the use of technology in order to improve the academic achievement and digital literacy of all students.

The California Department of Education (CDE) believes that the following school improvement programs are key components of both Title IV, Part A and student academic success in California:
• School-based mental health services and counseling;
• Programs to promote safe and supportive school climates to reduce the use of exclusionary discipline;
• Programs that promote supportive school discipline;
• Programs supporting dropout prevention;
• A healthy, active lifestyle (nutritional and physical education);
• Alcohol, tobacco, and other drug education;
• Systems and practices to prevent bullying/cyber bullying and harassment;
• Trauma-informed practices;
• Relationship-building skills to reduce violence and abuse; and
• Establishing community partnerships.

Administrative Content

Executive Content
Agenda Item Details

Meeting: Jul 25, 2018 - RSD Special Board Meeting

Category: 5. Discussion/Action

Subject: 5.6 Approval of Revised CSEA Job Descriptions

Access: Public

Type: Action

Fiscal Impact: No

Recommended Action: It is recommended the board take action and approve the revisions to the CSEA job descriptions of Part-time Bus Driver, Bus Driver/Maintenance and Bus Driver/Delivery Driver.

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:

During the 17/18 RSD and CSEA reopener negotiations, revisions to job descriptions with the title of Bus Driver In It were negotiated and agreed to. CSEA has taken the job description revisions to their membership for ratification and they have been approved.

With the board's approval tonight, the revisions will be made and records updated as appropriate.

[link]

RSD and CSEA negotiated job descriptions.pdf (3,364 KB)

Administrative Content

Executive Content
Memorandum of Understanding
Between the
California School Employees Association and its Chapter #329
And the Rio School District
June 8, 2018

Regarding the proposed attached job descriptions, Part-Time Bus Driver, Bus Driver/Maintenance and Bus Driver/ Delivery Driver the District and CSEA agree to incorporate the changes/revisions within the job descriptions.

In recognition of the additional required abilities and licenses, unit members will have a one year phase in (for the duration of the 2018/2019 school year) for the new licenses (Type 1 and Type 2 busses) and related proficiencies (as required to drive all Rio School District Busses).

The District will fund all necessary training for unit members to obtain the newly required licenses and proficiencies.

Unit members will be responsible for all licensing and certification fees.

Henry Carreon, Chapter President

Carolyn Bernal, Director of HR

JOB DESCRIPTION

PART - TIME BUS DRIVER

BASIC FUNCTION:
Under the direction of an assigned supervisor, the bus driver transports students to and from school over designated routes and on special school trips; performs other related duties as required.

REPRESENTATIVE DUTIES:
1. Completes a daily bus safety check before leaving the maintenance yard.
2. Performs two-way radio communication with transportation staff as needed in an appropriate and professional demeanor.
3. Drives a school bus daily over designated routes in accordance to time schedules, picking up and discharging students.
4. Transports District students, staff and authorized adults on field trips or other authorized destinations.
5. Escorts students across streets and roadways when necessary, stopping traffic as needed.
6. Cleans windshields and headlights; cleans interior and exterior of buses including picking up debris, sweeping floors and wiping upholstery; services buses with fuel and oil.
7. Maintains appropriate behavior among students on buses at all times and while the bus is parked; follows District policies regarding student discipline and conferences with parents when requested.
8. Reports problems or equipment malfunctions; reports incidents which affect the safety of students.
9. Performs first aid or emergency assistance; maintains records of all trips; files accident and discipline reports.
10. Attends scheduled safety meetings; safety programs and other meetings as directed.
11. Responsible for maintaining State Department of Education TO-1 credits and to submit to OMNIBUS ACT rules.
12. Operates various office equipment, including but not limited to, telephone, fax and copier.
13. Assists in the loading and unloading of students from buses; assists students to classrooms, homes and other locations and events as necessary.
14. Performs related duties as directed.

KNOWLEDGE AND RESPONSIBILITIES:
Knowledge of:
1. Safe driving practices.
2. Operation of modern school buses laws and regulations.
3. Effective reading, oral and writing communications skills.
4. General needs and behavior of children.
5. Record keeping techniques.
6. First aid techniques and practices.
7. Interpersonal skills using patience and courtesy.
Ability To:
1. Accept, understand and appropriately respond to the needs of special education students.
2. Maintain confidentiality of school and student information.
3. Learn state and federal laws, rules and regulations and District policy pertaining to school bus operations and pupil transportation.
4. Learn to drive a school bus safely and efficiently.
5. Learn designated bus routes, including stops and traffic hazards.
6. Maintain order among students while driving a school bus and at bus stops.
7. Recognize malfunctions in equipment and take appropriate action.
8. Assists in performing minor maintenance on school buses and all other district vehicles.
9. Administer first aid to ill or injured passengers.
10. Ability to interact with other employees and co-workers to accomplish common tasks and promote good staff morale.
11. React calmly under stressful situation and emergencies.
12. Meet schedule and timelines.
13. Effectively speak, read and write in English.
15. Understand and follow oral and written directions.
16. Work cooperatively with others and independently as needed.
17. Write and print legibly.
18. Drive all Rio School District Busses, maintain all necessary proficiencies.

EDUCATION AND EXPERIENCE:
1. One (1) year of experience in the operation of a bus or truck is desirable, or any combination equivalent to sufficient training and experience to demonstrate the knowledge and abilities listed above.

LICENSES AND OTHER REQUIREMENTS:
1. Valid State of California Class "A" or "B" Driver's License with a "P" endorsement.
2. Valid California Bus Certificate. (with no restrictions) (For both Type 1 and Type 2 Buses)
3. Valid First aid Certificate.
4. Valid Medical Certificate.
5. Valid CPR Certificate is desirable.

WORKING CONDITIONS:
1. Working in a school bus and maintenance environment.
2. Subject to sitting, bending or stooping, lifting, climbing stairs, ladders and walking.
3. Subject to exposure in adverse weather conditions and emergency traffic situations.
4. Work involves heavy physical exertion and noise.

PHYSICAL ABILITIES:
1. Seeing to obtain driver's license and to inspect document.
2. Read fine print.
3. Hearing and speaking to communicate with others in a normal voice and on the telephone.
4. Speak clearly to communicate with parents, staff and others.
5. Sitting or standing alternately for extended periods of time.
6. Climbing stairs and ladders.
7. Dexterity of hands and fingers to operate tools and equipment.
8. Write legibly.
9. Bending and stooping; reaching overhead and above shoulders.
10. Lifting, carrying, pushing, or pulling objects weighing up to seventy-five (75) pounds.
11. Pushing students in a wheelchair.

RIO SCHOOL DISTRICT IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER
RIO SCHOOL DISTRICT PROVIDES A TOBACCO FREE ENVIRONMENT.
BASIC FUNCTION: Under the direction of an assigned supervisor, the bus driver/maintenance position transports students to and from school over designated routes and on special school trips; performs a wide variety of unskilled to semi-skilled work in the maintenance and repair of District facilities and equipment; assists skilled personnel in the performance of a wide variety of duties related to the building trades; performs other related duties as required.

REPRESENTATIVE DUTIES:

1. Completes a daily bus safety check before leaving the maintenance yard.
2. Performs two-way radio communication with transportation staff as needed in an appropriate and professional demeanor.
3. Drives a school bus daily over designated routes in accordance to time schedules, picking up and discharging students.
4. Transports District students, staff and authorized adults on field trips or other authorized destinations.
5. Escorts students across streets and roadways when necessary, stopping traffic as needed.
6. Cleans windshields and headlights; cleans interior and exterior of buses including picking up debris, sweeping floors and wiping upholstery; services buses with fuel and oil.
7. Maintains appropriate behavior among students on buses at all times and while the bus is parked; follows District policies regarding student discipline and conferences with parents when requested.
8. Reports problems or equipment malfunctions; reports incidents which affect the safety of students.
9. Performs first aid or emergency assistance; maintains records of all trips; files accident and discipline reports.
10. Attends scheduled safety meetings; safety programs and other meetings as directed.
11. Responsible for maintaining State Department of Education TO-1 credits and to submit to OMNIBUS ACT rules.
12. Operates various office equipment, including but not limited to, telephone, fax and copier.
13. Assists in the loading and unloading of students from buses; assists students to classrooms, homes and other locations and events as necessary.
14. Performs a variety of unskilled and semi-skilled work in the maintenance and repair of District facilities and equipment.
15. Assists skilled personnel in the performance of a wide variety of duties related to the building trades.
16. Operates a variety of equipment, including but not limited to, saws, drills, presses, sanders, routers, planers and various hand tools to perform repair and maintenance work.
17. Maintains various routine records related to labor, materials and work orders.
18. Performs related duties as directed.
Knowledge Of:
1. Safe driving practices.
2. Operation of modern school buses laws and regulations.
3. General needs and behaviors of children.
4. Record keeping techniques.
5. First aid techniques and practices.
6. Equipment and supplies used in schools.
7. Interpersonal skills using patience and courtesy.
8. Basic tools, methods and techniques used in general maintenance and repair.
9. Use of hand and power tools used in maintenance and repair.

Ability To:
1. Accept, understand and appropriately respond to the needs of special education students.
2. Maintain confidentiality of school and student information.
3. Learn state and federal laws, rules and regulations and District policy pertaining to school bus operations and pupil transportation.
4. Learn to drive a school bus safely and efficiently.
5. Learn designated bus routes, including stops and traffic hazards.
6. Maintain order among students while driving a school bus and at bus stops.
7. Recognize malfunctions in equipment and take appropriate action.
8. Assists in performing minor maintenance on school buses and all other district vehicles.
9. Administer first aid to ill or injured passengers.
10. React calmly under stressful situation and emergencies.
11. Meet schedule and timelines.
12. Effectively speak, read and write in English.
14. Understand and follow oral and written directions.
15. Work cooperatively with others and independently as needed.
16. Ability to interact with other employees and co-workers to accomplish common tasks and promote good staff morale.
17. Write and print legibly.
18. Perform a wide variety of unskilled to semi-skilled work in the maintenance and repair of District facilities and equipment.
19. Assist skilled personnel in the performance of a wide variety of duties related to the building trades.
20. Lift and move objects weighing up to seventy-five (75) pounds.
21. Climb and work from ladders.
22. Performs heavy manual labor.

EDUCATION AND EXPERIENCE:
1. Minimum of high school diploma or equivalent, and
2. One (1) year of experience in the operation of a bus or truck is desirable or any combination equivalent to sufficient training and experience to demonstrate the knowledge and abilities listed above.

LICENSES AND OTHER REQUIREMENTS:
1. Valid State of California Class “A” or “B” Driver’s License with “P” endorsement.
2. Valid State of California Class “C” Driver’s License (with no restrictions).
3. Valid California Bus Certificate. (For Type 1 and Type 2 Buses)
4. Valid First Aid Certificate.
5. Valid CPR Certificate.
6. Valid Medical Certificate.
WORKING CONDITIONS:
1. Working in a school bus and maintenance yard environment.
2. Subject to sitting, bending or stooping, lifting, climbing stairs, ladders and walking.
3. Subject to exposure in adverse weather conditions and emergency traffic situations.
4. Work involves heavy physical exertion and noise.

PHYSICAL ABILITIES:
1. Seeing to obtain driver’s license and to inspect documents and read fine print.
2. Hearing and speaking to communicate with others in a normal voice and on the telephone.
3. Speak clearly to communicate with parents, staff and others.
4. Sitting or standing alternately for extended periods of time; climbing stairs and ladders.
5. Dexterity of hands and fingers to operate tools and equipment.
6. Write legibly.
7. Bending and stooping; reaching overhead and above shoulders.
8. Lifting, carrying, pushing, or pulling objects weighing up to seventy-five (75) pounds.

RIO SCHOOL DISTRICT IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER.
RIO SCHOOL DISTRICT PROVIDES A TOBACCO FREE ENVIRONMENT.
BASIC FUNCTION:
Under the direction of an assigned supervisor, the employee transports students to and from school over designated routes and on special school trips; operates a District vehicle to transport various supplies and equipment; performs other related duties as required.

REPRESENTATIVE DUTIES:
1. Completes a daily bus safety check before leaving the maintenance yard.
2. Performs two-way radio communication with transportation staff as needed in an appropriate and professional demeanor.
3. Drives a school bus daily over designated routes in accordance to time schedules, picking up and discharging students.
4. Transports District students, staff and authorized adults on field trips or other authorized destinations.
5. Escorts students across streets and roadways when necessary, stopping traffic as needed.
6. Cleans windshields and headlights; cleans interior and exterior of buses including picking up debris, sweeping floors, and wiping upholstery, services bus with fuel and oil.
7. Maintains appropriate behavior among students on buses at all times and while the bus is parked, follows District policies regarding student discipline and conferences with parents when requested.
8. Reports problems or equipment malfunctions, reports incidents which affect the safety of students.
9. Performs first aid or emergency assistance.
10. Maintains records of all trips, files accident and discipline reports.
11. Attends scheduled safety meetings, safety programs and other meetings as directed.
12. Responsible for maintaining State Department of Education TO-1 credits to submit to OMNIBUS ACT rules.
13. Assists in the loading and unloading of students from buses; assists students to classrooms, homes and other locations and events as necessary.
14. Operates a District vehicle to transport various supplies and equipment, such as but not limited to, cafeteria food, school supplies and equipment and the daily mail run.
15. Performs errands as directed.
16. Picks-up and delivers various materials.
17. Operates a variety of machines and equipment, such as but not limited to, telephones, calculators, adding machines, computers, rolling stock ladders, hand trucks and carts, trailers and pallet jacks.
18. Performs other related duties as directed.
KNOWLEDGE AND ABILITIES:

Knowledge Of:
1. Safe driving practices.
2. Operation of modern school buses and regulations.
3. General needs and behaviors of children.
4. Record keeping techniques.
5. First aid techniques and practices.
6. Equipment and supplies used in schools.
8. Interpersonal skills using patience and courtesy.
10. Proper loading of trucks.
11. Safe driving techniques.
12. Effective reading, oral and writing communication skills.

Ability To:
1. Accept, understand and appropriately respond to the needs of students including special education students.
2. Maintain confidentiality of school and student information.
3. Ability to interact with other employees and co-workers to accomplish common tasks and promote good staff morale.
4. Learn state and federal laws, rules and regulations and District policies pertaining to school bus operations and pupil transportation.
5. Learn to drive a school bus safely and efficiently.
6. Learn designated bus routes, including stops and traffic hazards.
7. Maintain order among students while driving a school bus and at bus stops.
8. Recognize malfunctions in equipment and take appropriate action.
9. Assist in performing minor maintenance on school buses and all other District vehicles.
10. Administer first aid to ill or injured passengers.
11. React calmly under stressful situations and emergencies.
12. Meet schedules and timelines.
13. Operate a forklift and District vehicle.
15. Understand and follow oral and written directions.
16. Work cooperatively with others and independently as needed.
17. Performs heavy manual labor.
18. Follow an assigned route.
19. Effectively speak, read and write in English.
20. Lift and move objects weighting up to seventy-five (75) pounds.
21. Read, interpret and follow rules, regulations, policies and procedures.
22. Observe legal and defensive driving practices.
23. Maintains records and reports.
24. Write and print legibly.
25. Climb and work from ladders and stairwells.
26. Perform related duties as directed.
27. Drive all Rio School District Buses; maintain all necessary proficiencies.
EDUCATION AND EXPERIENCE:
1. Minimum of high school diploma or equivalent, and
2. One (1) year of experience in the operation of a bus or truck is desirable or any combination equivalent to sufficient training and experience to demonstrate the knowledge and abilities listed above. Any knowledge and experience as it relates to the Food Service Satellite programs is highly desirable.

LICENSES AND OTHER REQUIREMENTS:
1. Valid State of California Class "A" or "B" Driver's License with "P" endorsement.
2. Valid State of California Class "C" Driver's License (with no restrictions).
3. Valid California Bus Certificate. (For both Type I and Type II Buses)
4. Valid First Aid Certificate.
5. Valid CPR Certificate.
6. Valid Medical Certificate.

WORKING CONDITIONS:
1. Working on a school bus, school site and warehouse/maintenance yard environment.
2. Subject to sitting, bending, stooping, lifting, climbing stairs and ladders and walking.
3. Subject to exposure to sunlight, fumes, noise, extreme heat and cold and other outside conditions.
4. Subject to working in adverse weather conditions and emergency traffic situations.
5. Work involves heavy physical exertion, working with a forklift and noise.

PHYSICAL ABILITIES:
1. Seeing to inspect documents and to read fine print; depth perception to file.
2. Hearing and speaking to communicate with others in a normal voice in person and on telephone.
3. Speak clearly to communicate with parents, staff and others.
4. Sitting or standing alternately for extended periods of time; climbing stairs.
5. Dexterity of hands and fingers to operate office equipment.
6. Write legibly.
7. Bending and stooping; reaching overhead and above shoulders.
8. Lifting, carrying, pushing, or pulling objects weighing up to seventy-five (75) pounds.
9. Pushing students in a wheelchair.
Agenda Item Details

Meeting: Jul 25, 2018 - RSD Special Board Meeting

Category: 5. Discussion/Action

Subject: 5.7 Approval of the 18/19 Bell Schedules

Access: Public

Type: Action

Fiscal Impact: No

Recommended Action: It is recommended the board take action and approve the tentative 18/19 bell schedules for all RSD schools.

Goals:
- Goal 1: Improved student achievement at every school and every grade in all content areas
- Goal 2: Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.
- Goal 3: Create welcoming and safe environments where students attend and are connected to their school

Public Content

Speaker: Carolyn Bernal

Rationale:

The District has reviewed instructional minutes worksheets for all schools for compliance with the California Department of Education instructional minutes requirements, collective bargaining agreements, transportation schedules, food services, fiscal services and educational services.

The attached bell schedules align with the approved Student Calendar for 2018-19. These bell schedules provide the following daily:

1. 260 instructional minutes daily in Kindergarten (through October 31, 2018); 302 instructional minutes (November 1); 230 minutes on minimum days beginning November 1;
2. 302 Instructional minutes in grades 1-3; 230 minutes on minimum days;
3. 318 instructional minutes in grades 4-5; 240 minutes on minimum days;
4. 331 Instructional minutes in grades 6-8; 240 minutes on minimum days;

School start and end times are staggered in order to provide transportation services cost effectively. Bell schedules may be brought back in subsequent months for any adjustments necessary to recess or lunch times.
Agenda Item Details

Meeting: Jul 25, 2018 - RSD Special Board Meeting
Category: 5. Discussion/Action
Subject: 5.8 Blanket Authorization for disposal of Obsolete Property by Director of Facilities for the 2018/2019 School Year.
Access: Public
Type: Action
Fiscal Impact: No
Recommended Action: It is recommended that the blanket authorization to dispose of obsolete property be approved for the 2018/2019 school year.

Public Content

Speaker: John Pugilisi, Ph.D., Superintendent

Rationale:
The Director of Facilities accumulates obsolete property on an ongoing basis. Property is deemed obsolete when it is irreparable, beyond economical repair, or obsolete for District use. District staff must evaluate obsolete property and sell, recycle, donate, or dispose of the property in the best interest of the District, in keeping with guidelines of the California Education Code. The Director of Facilities is seeking a "blanket" authorization to recycle property on an "as needed" basis without having to have a new board agenda item for each disposal effort. Disposal of obsolete property is an ongoing process throughout the year, waiting for upcoming Board meeting can delay the process by 2-4 weeks. Education Code Section(s) 17545 and 17546 allow the Governing Board to sell surplus or obsolete property through public sale, private sale, or to donate such property to a charitable organization, or to dispose of such property at a public dump.

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: Jul 25, 2018 - RSD Special Board Meeting
Category: 6. Consent
Subject: 6.2 Ratification of the Commercial Warrant
Access: Public
Type: Action (Consent)
Fiscal Impact: Yes
Dollar Amount: 4,173,377.73
Budgeted: Yes
Budget Source: Various Funds as listed below.
Recommended Action: It is recommended that the Commercial Warrant be approved for the period June 13, 2018 through July 12, 2018.

Public Content

Speaker:
Dr. John Puglisi, Superintendent

Rationale:
The District processed payments to vendors since the last meeting of the Governing Board for a total amount of $4,173,377.73 which include processing payments for all funds of the District in the following amounts:

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<thead>
<tr>
<th>Fund</th>
<th>Amount</th>
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<tr>
<td>010 General Fund</td>
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<td>130 Cafeteria Fund</td>
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<td>211 Building Fund</td>
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<td>490 Capital Project Funds for Blen</td>
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Less Unpaid Tax Liability: $228,31
Total: $4,173,377.73

[Commercial Warrant.pdf (663 KB)]

Administrative Content

Executive Content

https://www.boarddocs.com/ca/rio/Board.nsf/Private?open&login#
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.
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<th>Check Number</th>
<th>Check Date</th>
<th>Pay to the Order of</th>
<th>Fund/Obj</th>
<th>Expensed Amount</th>
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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.

609 - 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.

600 - Rio Elementary School District

Generated for Elva Yurof (600YEYUROF), Jul 12 2018 9:31AM
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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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#### Board Report

**Checks Dated 06/13/2018 through 07/12/2018**

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Total Number of Checks: 382

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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.
Agenda Item Details

Meeting: Jul 25, 2018 - RSD Special Board Meeting
Category: 6. Consent
Subject: 6.3 Approval of Contract Renewal with HipHop Mindset FY 18/19
Access: Public
Type: Action
Fiscal Impact: Yes
Dollar Amount: 50,540.00
Budgeted: Yes
Budget Source: LCFF

Recommended Action: Staff recommends approval of the contract renewal of the HipHop Mindset FY 18/19

Goals:
- Goal 4: Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.
- Goal 3: Create welcoming and safe environments where students attend and are connected to their school.
- Goal 1: Improved student achievement at every school and every grade in all content areas.

Public Content

Speaker: Superintendent Puglisi

Rationale:

Hip Hop Mindset will continue to provide the students with dance classes at all sites.

A dance showcase will also take place at the end of the school year that focuses on the 5c's.

HiphopMindsetFY1819.pdf (1,084 KB)

Administrative Content

Executive Content
SHORT FORM SERVICES AGREEMENT

This Agreement is intended to be used for low cost, low risk, short-term services.

This Services Agreement (the "Agreement") is made and entered into this 11th day of May, 2016, by and between ___________ District (hereinafter referred to as "District") and ___________ (hereinafter referred to as "Provider.")

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SERVICES

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PAYMENT. District will pay Provider after receipt of an invoice, net 30 days.

CONDITIONS. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

NATURE OF RELATIONSHIP. The parties agree the relationship created by this Agreement is that of independent contractor.

AUTHORITY. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

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.

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 30 days advance written notice.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

Rio School District | Educating Students for the 21st Century
GOVERNING LAW AND VENUES. 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.

ARBITRATION. Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association.

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

INDEMNIFICATION. Provider 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 the Provider or those of any of its officers, agents, employees, or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider shall also pay for any and all damage to the Real and Personal Property of the 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 Provider, Provider's agents, employees or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

INSURANCE. Provider, 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. Provider 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 activities which are hired or subcontracted, Provider shall require all vendors and subcontractors to provide Workers' Compensation Insurance for all of the vendor's and/or subcontractor's employees to be engaged in such activities unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

* Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of $1,000,000 per occurrence and $2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, broad form property damage, and personal and advertising injury coverage.

Any and all vendors and subcontractors hired by Provider in connection with the activities described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

* Automobile Liability. If vehicles will be driven on district property, Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance with the following minimum coverage limits:

- Personal vehicles: $500,000.00 combined single limit or $100,000.00 per person / $300,000.00 per accident
- Commercial vehicles: $1,000,000.00 combined single limit

* Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of $1,000,000 per occurrence and $2,000,000 aggregate.

Certificates of Insurance. Provider and any and all vendors and subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.

Provider's and any and all Provider subcontractor's Commercial General Liability insurance and Abuse and Molestation coverage shall name the District, its employees, and school board members as additional insureds.

Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of three (3) 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 Provider for all claims made.

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

**ACKNOWLEDGEMENT AND AGREEMENT**

I have read this agreement and agree to its terms.

[Signature]

Provider signature         5/11/2018

**SITE AGREEMENT**

[Signature]

Site Administrator Signature

Date

**DISTRICT APPROVAL**

[Signature]

District Administrator Signature

Date
Agenda Item Details

Meeting: Jul 25, 2018 - RSD Special Board Meeting
Category: 6. Consent
Subject: 6.4 Approval of Amended Contract with Sage Institute for Consulting Services for 2018/2019
Access: Public
Type: Action (Consent)
Fiscal Impact: Yes
Dollar Amount: $81,000.00
Budgeted: Yes
Budget Source: Developer Fees
Recommended Action: Staff recommends approval of the amended contract renewal for Sage Institute

Public Content

Speaker:
Dr. John Puglisi, Superintendent

Rationale:

Sage Institute will assist the district with Facilities, Master Planning, CEQA Oversight, and Implementation Planning and Construction Negotiations

Administrative Content

Executive Content

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**Agenda Item Details**

Meeting: Jul 25, 2018 - RSD Special Board Meeting

Category: 6. Consent

Subject: 6.5 Approval of School Facilities Needs Analysis (SFNA/Developer Fee Justification Study (DFJS) Update and Related Items

Access: Public

Type: Action (Consent)

Fiscal Impact: Yes

Dollar Amount: 8,500.00

Budget Source: Developer Fees

Recommended Action: Staff recommends approval of the Scope of Work with SAGE to provide a School Facilities Needs Analysis Update and Related Items

**Public Content**

Speaker: Superintendent Puglisi

Rationale:

**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.
SCOPE OF WORK / AUTHORIZATION OF COSTS

Services Provided for:
Bio School District (District)
2500 Vineyard Avenue
Oxnard, CA 93036

Services Provided by:
Sage Realty Group Inc. (Consultant)
2945 Townsgate Rd #200
Westlake Village, CA 91361

Authorized Representative:
John D. Puglisi, Ph.D.
District Superintendent
Phone #: (805) 485-3111

Principal Consultant:
Dr. Joel Kirschenstein
President
Phone #: (805) 497-8557
joel@sagerealtygroup.com

Project Duration: July 2018 – November 2018

Scope of Work: School Facilities Needs Analysis (SFNA)/Developer Fee Justification Study (DFJS), Update & Related Items

A) Determine available revised capacity per new K-8 school in accordance with developer fee guidelines.
B) Review previously determined yield rates for new development and apply as applicable.
C) Review/analyze all approved and projected new residential development.
D) Determine projected enrollments from projected new residential development.
E) Determine updated school construction costs in accordance with developer fee guidelines and District projects.
F) Prepare School Facilities Needs Analysis (SFNA)/Developer Fee Justification Study (DFJS), which determines justification of Level 2 residential developer fees, as applicable, and justifies levy of 2018-19 statutory fees on residential and commercial development for distribution.
G) Prepare related Board Resolutions and Public Notice for distribution.
H) Review mitigation agreements.

 AGREED BUDGET / COMPENSATION AMOUNT:

<table>
<thead>
<tr>
<th>SRGi Employee</th>
<th>Rate/hour</th>
<th>Estimated Fee*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Total Fee: $8,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(to be invoiced upon completion)</td>
</tr>
</tbody>
</table>

*Note: Reimbursements for Direct Costs shall be invoiced in addition to the Estimated Fee.

Submitted by Sage Realty Group Inc. Agreed and Accepted by Client:

By: By:
Print Name: Dr. Joel Kirschenstein Print Name: John D. Puglisi
Title: President Title: Superintendent
Date: Date:
Agenda Item Details

Meeting          Jul 25, 2018 - RSD Special Board Meeting
Category         6. Consent
Subject          6.6 Approval of Bright Bytes Renewal Contract
Access           Public
Type             Action (Consent)
Fiscal Impact    Yes
Dollar Amount    10,981.28
Budgeted         No
Budget Source    General funds
Recommended Action Staff recommends board approval of Bright Bytes renewal contract.

Goals
Goal 3 - Create welcoming and safe environments where students attend and are connected to their school
Goal 1 - Improved student achievement at every school and every grade in all content areas

Public Content
Speaker: Jarkko Myllari

Rationale:
Bright Bytes is a tool utilized by the district to identify low risk, medium risk, and high risk students.

Bright Bytes Early Insights Contract.pdf (55 KB)

Administrative Content

Executive Content

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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.
Sales Order
Organization Name: Rio School District
Organization Contact: John Puglisi

Bill To: 2500 Vineyard Ave Ste. 100
Oxnard, California 93036
United States

Prepared By: Shanel Whidby

This Sales Order (the "Sales Order") is effective as of the Effective Date listed below between Rio School District, with offices at 2500 Vineyard Ave Ste. 100, Oxnard, CA 93036 ("Customer") and BrightBytes, Inc., a Delaware corporation with offices at 717 Market Street Suite 300, San Francisco, CA 94103 ("BrightBytes") and by signing this Sales Order below, Customer represents and agrees that it has read, understood, and agreed to all of the terms set forth in the BrightBytes Terms of Service, made available at http://www.brightbytes.net/privacy-policy-1/ and the BrightBytes Privacy Policy, made available at http://www.brightbytes.net/privacy-policy/, which collectively with this Sales Order form the entire agreement between BrightBytes and Customer (the "Agreement").

The following are the applications and services that will be provided on the Clarity platform.

Your term is for 12 months; the service start date ("Effective Date") will be July 01, 2018 unless otherwise communicated.

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Early Insights</td>
<td>$10,981.28</td>
</tr>
</tbody>
</table>

Total: $10,981.28
<table>
<thead>
<tr>
<th>BrightBytes Payment Account Information</th>
<th>If Customer desires to pay by check:</th>
<th>If Customer desires to pay via ACH or wire:</th>
</tr>
</thead>
<tbody>
<tr>
<td>BrightBytes Inc.</td>
<td>BrightBytes Inc.</td>
<td>Please contact our business office at</td>
</tr>
<tr>
<td>Attn: Business Office</td>
<td>Attn: Business Office</td>
<td><a href="mailto:billing@brightbytes.net">billing@brightbytes.net</a>.</td>
</tr>
<tr>
<td>717 Market Street, Suite 300</td>
<td>717 Market Street, Suite 300</td>
<td></td>
</tr>
<tr>
<td>San Francisco, CA 94103</td>
<td>San Francisco, CA 94103</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:billing@brightbytes.net">billing@brightbytes.net</a></td>
<td>Email: <a href="mailto:billing@brightbytes.net">billing@brightbytes.net</a></td>
<td></td>
</tr>
</tbody>
</table>

Authorized By (sign) (Print Name) (Title) Date Purchase Order Number

Please remit signed proposal and purchase order by email to billing@brightbytes.net or by fax (877) 208-5067.

This Sales Order is signed by duly authorized representatives of the parties and the Agreement Is effective as of the Effective Date.
## Agenda Item Details

**Meeting**  
Jul 25, 2018 - RSD Special Board Meeting

**Category**  
6. Consent

**Subject**  
6.7 Approval of Newsela Renewal Agreement for 2018-2019 school year

**Access**  
Public

**Type**  
Action (Consent)

**Fiscal Impact**  
Yes

**Dollar Amount**  
33,000.00

**Budgeted**  
No

**Budget Source**  
LCFF Funds

**Recommended Action**  
Staff recommends board approval of Newsela agreement.

**Goals**

- Goal 4: Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.
- Goal 1: Improved student achievement at every school and every grade in all content areas

## Public Content

**Speaker:** Oscar Hernandez

**Rationale:**

Newsela is an innovative way for students in grades 2-8 to build reading comprehension with nonfiction that’s always relevant: daily news. It features articles written at multiple levels of text complexity and quizzes to test reading comprehension. The Newsela PRO District license renewal includes the following:

- Unlimited Teachers per Student with School and District Binder
- District Binder access for select colleagues in the district
- Principal Binder access for select colleagues in each school
- Administrative access for select colleagues in each school
- Onboarding and training package through Newsela Community team
- Unlimited teacher-student relationships across all schools
- Teacher Binder access for all users - assessment tools
- Writing tools for all users - Newsela Write and Interactive annotation
- PRO Assign instructions on all assignments

Newsela helps students climb the staircase of reading complexity from elementary through high school by providing daily news articles written at five levels of difficulty. Newsela adapts to each student’s reading ability so they always get just-right content while having the power to stretch themselves. Articles are paired with quizzes aligned to the new Common Core State Standards so teachers can track their students’ progress on a daily basis. Teacher tools make it easy to assign articles, review student quizzes and track Common Core mastery.

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Customer Agreement

Newsona
475 10th Avenue, 4th Floor
New York, NY 10018
United States of America

Customer Agreement No. 00040632
PRO Team Sales Rep: Samantha Smith
samantha.stlaurent@newsona.com
Offer Date: June 22, 2018

To: Rio School District
2500 Vineyard Ave
Oxnard CA 93036
United States

Billing Information
Billing Terms: Net 30 Days
Only fill out if you are not the Billing Contact:
Billing Contact: 
Billing Contact Title: 
Billing Phone: 
Billing Email:

Term: 334 Days
Target Start Date: August 1, 2018
Target End Date: June 30, 2019

Services/Products (additional detail in Appendix A):

<table>
<thead>
<tr>
<th>Product</th>
<th>Contract Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Newsona PRO License</td>
<td>$33,000.00</td>
</tr>
</tbody>
</table>

The subscription for the Services/Products shall commence as of the “Subscription Start Date” and continue through the “Subscription End Date” (a “Contract Year”). The Subscription Start Date for this Customer Agreement will be the later of (a) the Target Start Date set forth above and (b) the date on which this Agreement has been executed by the Customer (the “Execution Date”). The Subscription End Date for this Customer Agreement will be that date which is the length of the Term after the Subscription Start Date.

Failure of the Customer to make use of the Services/Products during the Term of a Contract Year shall not extend Newsona’s obligation to deliver those Services/Products beyond the Subscription End Date of that Contract Year.

Following the Subscription End Date, this Customer Agreement will automatically renew for the Services/Products licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a “Renewal Term”), unless either party provides the other party with written notice of cancellation at least thirty (30) days prior to the then current Subscription End Date. Prices in any Renewal Term will increase by up to 10% above the applicable pricing (excluding any One-Time Discounts) in the prior Contract Year, unless Newsona provides notice of different pricing at least 60 days prior to the applicable Renewal Term.

Once this Customer Agreement has been signed, the Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above. If payment is made by credit card, a 3.0% fee for the...
The convenience of paying through a third party will be applied to the invoice. Service will be suspended at Newsela's discretion if payment is not received by Newsela within thirty (30) days of the date of this Customer Agreement. Failure of the Customer to use the Service/Product shall not relieve Customer of its obligation to pay hereunder. Please note that certain Services/Products are subject to applicable state sales tax. If you wish to claim an exemption, please provide Newsela with a copy of your state sales tax exemption certificate.

This Customer Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

This Customer Agreement is subject to Newsela's Terms of Use and Privacy Policy.
Terms of Use: https://newsela.com/pages/terms-of-use/

Purchase Order Information

If you need a Purchase Order, please fill out the following information.

PO Number:
PO Amount: $

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer and Newsela has the right to rely on that authorization.

| Authorized Signature: | Date of Signature: |

Comment: Newsela PRO District License includes:
- Unlimited teacher-student relationships across all schools
- Access to Newsela's entire library of content
- Access to PRO Teacher Resources on all current events articles
- Access to student activities to build comprehension and engagement
- Ability to view, grade, and track progress on student assignments
- 24/7 access to on-demand professional learning
- Click-to-chat and click-to-call support at support.newsela.com
- District Binder access for select colleagues in the district

Appendix A

<table>
<thead>
<tr>
<th>Qty</th>
<th>School</th>
<th>Product</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Rio Lindo Elementary</td>
<td>Newsela PRO School License</td>
</tr>
<tr>
<td>1</td>
<td>Rio Plaza Elementary</td>
<td>Newsela PRO School License</td>
</tr>
<tr>
<td>School Name</td>
<td>Newsela License</td>
<td></td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>-----------------------------</td>
<td></td>
</tr>
<tr>
<td>Rio Real Elementary</td>
<td>Newsela PRO School License</td>
<td></td>
</tr>
<tr>
<td>Rio Rosales</td>
<td>Newsela PRO School License</td>
<td></td>
</tr>
<tr>
<td>Rio Vista Middle School</td>
<td>Newsela PRO School License</td>
<td></td>
</tr>
<tr>
<td>Rio Del Mar</td>
<td>Newsela PRO School License</td>
<td></td>
</tr>
<tr>
<td>Rio Del Norte</td>
<td>Newsela PRO School License</td>
<td></td>
</tr>
<tr>
<td>Rio Del Valle Junior High School</td>
<td>Newsela PRO School License</td>
<td></td>
</tr>
<tr>
<td>Rio del Sol STEAM Academy</td>
<td>Newsela PRO School License</td>
<td></td>
</tr>
</tbody>
</table>
Agenda Item Details

Meeting: Jul 25, 2018 - RSD Special Board Meeting
Category: 6. Consent
Subject: 6.8 Approval of Williams Quarterly Complaint Report (July 2018)
Access: Public
Type: Action (Consent)
Fiscal Impact: No
Budgeted: No
Budget Source: Not applicable
Recommended Action: Staff recommends board approval of Williams quarterly complaint report.

Public Content

Speaker: Oscar Hernandez

Rationale:

Education Code Section 35186 (d) requires a school district to report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records.

3 - UCP Quarterly Report (2) for July 2018.pdf (24 KB)

Administrative Content

Executive Content

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Quarterly Report on Williams Uniform Complaints
[Education Code Section 35186]
Fiscal Year 2017-18

District: Rio School District

Person completing this form: John Puglisi

Title: Superintendent

Quarterly Report Submission Date: 
☐ October 2017 (7/1/17 to 9/30/17)
☐ January 2018 (10/1/17 to 12/31/17)
☐ April 2018 (1/1/18 to 3/31/18)
☒ July 2018 (4/1/18 to 6/30/18)

Date for information to be reported publicly at governing board meeting: August 15, 2018

Please check the box that applies:

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

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

<table>
<thead>
<tr>
<th>General Subject Area</th>
<th>Total # of Complaints</th>
<th># Resolved</th>
<th># Unresolved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Textbooks and Instructional Materials</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Teacher Vacancy or Misassignment</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facilities Conditions</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Totals</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

John Puglisi
Name of District Superintendent

Signature of District Superintendent
Agenda Item Details

Meeting: Jul 25, 2018 – RSD Special Board Meeting
Category: 6. Consent
Subject: 6.9 Approval of Title III Plan Addendum
Access: Public
Type: Action (Consent)
Fiscal Impact: Yes
Dollar Amount: 243,948.00
Budgeted: Yes
Budget Source: Title III funds
Recommended Action: Staff recommends board approval of Title III plan addendum.

Goals:
- Goal 3: Create welcoming and safe environments where students attend and are connected to their school
- Goal 5: Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative, and critical thinkers.
- Goal 1: Improved student achievement at every school and every grade in all content areas

Public Content

Speaker: Oscar Hernandez

Rationale:
The purpose of the Title III Limited English Proficient (LEP) Student Plan is to ensure that all LEP students, referred to as English Learners in California, attain English Proficiency, develop high levels of academic attainment in English, and meet the same challenging state academic standards as all other students.

Federal funds made available under this subpart shall be used so as to supplement the level of federal, state, and local public funds that in the absence of such availability would have been expended for programs for English Language (EL) Children.

Funds must be used as part of the language instructional program for EL Students:
- Supplemental English language development instruction
- Enhanced instruction in the core academic subjects
- High-quality professional development for teachers and other staff

Local Education Agencies who participated in Title III Limited English Proficient Grant are required to annually update its Title III Funding Plan Addendum. Attached is the District's 2017-2018 Title III Plan and projected budget in accordance with the Elementary and Secondary Education Act Title III, Section 3116.
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.
Title III LEA Plan Performance Goal 2

All limited English Learner (EL) students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.

CDS Code: 5672561

LEA Name: Rio School District

Title III Improvement Status:

Fiscal Year: 2018-2019

EL Amount Eligibility: $243,948

Immigrant Amount $8,754.00

Plan to Provide Services for English Learner Students

Please summarize information from district-operated programs and provide descriptions of how the LEA is meeting or plans to meet each requirement.

How the LEA will:

- Implement programs and activities in accordance with Title III.

The District will continue to provide district-adopted, standards-based English Language Development core and supplementary materials for all programs.

During the 2018-2019 school year Rio School District will continue to re-introduce and aim to complete the English Learner Master Plan. This process was stopped during the 2012-2013 school year.

The district will increase the percentage of ELL’s students meeting or exceeding ELA-Literacy State Standards in the CAASPP/SBAC by 5% during the 2018-2019 school year.

The district will increase the percentage of ELL’s students meeting or exceeding Mathematics State Standards in the CAASPP/SBAC...
during the 2018-2019 school year by 5%.

In addition, the Rio School District has established an English Language Development Network Improvement Community. The NIC’s are aimed to bring stakeholders together and implement change ideas on how to better serve English Learners at all sites. The NIC’s change ideas will become pilots on best ELL teaching practices. These changes ideas will be monitored and presented to other teachers in the RSD in various settings such as faculty meetings, conferences and shared with teachers in the various grade levels. The District will continue to provide professional development opportunities that support ELL through VCOE and other conferences such as CABE.

Rio School District will continue to provide professional development in English Language Acquisition through Ventura County Office of Education for all K-6 teachers. In addition, RSD will continue to provide training to teachers in grades 7-8 in English Language Arts, Math, Science and Social Studies on ELL’s best language acquisition practices.

Rio School District will continue to develop reading literacy for English Language Learners. One of the key programs that has helped developed literacy for English Language Learners is NewsEla. NewsEla is a supplementary “differentiated reading program” and teachers have the capability to change the reading Lexile level in 100% of the reading materials in order for all students to have access to grade level content material.

Use the sub grant funds to meet all accountability measures

Rio School District will analyze student data from CELDT and CAASPP results and participation rates to measure EL student English proficiency and academic achievement in English language arts and mathematics.

During the 2018-2019 school year Rio School District will continue to do an analysis of initial data specifically for English Language Learners. During the 2017-2018 RSD data provided affirmation and indication that the actions and services for English Language Learners has increased via the CAASP/SBAC since RFEP students outscored English Only students in the state test.

The District has experienced an increase of English Language Learners in the last few years school years with a slight decline during the 2017-2018 school year. The percentage of ELs attaining English language proficiency. The District has also shown an increase (3.7%) in the percentage of English Learners who have gained proficiency in the English language with five or more years in U.S. public schools.
As a result of the district review of student data in the CELDT-ELPAC (TBD in Fall), CAASPP/SBAC and progress made towards implementing planned actions and services during the 2018-2019 school year, the Rio School District had determined that the District will continue to move forward with planned actions, services, and expenditures.

**Hold the school sites accountable**

Sites will measure English proficiency of English learners and analyze student data from the CELDT-ELPAC (TBD in Fall) and CAASPP results and participation rates. Funds will be used to continue to provide ongoing training and support in the areas of English Language Development to all teachers who teach English language learners.

Each school will continue with the RTI program which addresses reading abilities of students who are at risk but with a focus on English Language Learners. Each school will also continue to refine academic and social/emotional components of the district’s Response to Intervention model to ensure that all students have access and support to achieve academic proficiency.

**Promote parental and community participation in programs for ELs**

Parent outreach and activities include: English Language Advisory Committee (ELAC), School Site Council (SSC), Parent English Learners Advisory Committee (PELAC), and Parent Advisory Committee (PAC); parent activities are organized in the following six areas: parenting, communication with the school and district, volunteering, learning at home, decision making, and accessing community resources.

Rio School District has identified a specific of “Mixteco” group of parents and is currently piloting a “Parent Outreach Program” in order to keep Mixteco Parents better informed. The pilot program consists of a series of meetings and the topics of discussion are selected by the parents in their native “Mixteco” language. The pilot parent program has been a success and this parent pilot program will continue to be expanded during the 2018-2019 school year since parents are truly engaged in this pilot.

As noted in the Actual Annual Measurable Outcomes of the LCAP plan during the 2017-2018 school year, Rio School District continued to make a concerted effort to maintain and track parent participation in district and site advisory councils. 3% of parents in the district serve on a site and/or district level advisory committee to include Parent Advisory. Survey’s data show that Rio School District Staff and parents are more positive about parents’ school-level engagement and district-level engagement. 83% of parents and staff who responded on the survey ‘agree’ or ‘strongly agree’ that schools encourage parental involvement (85%) and that parents have a say in decision-making at their school (71%). This positive trend continues to grow and the Parent English Language
Advisory, Local Control Accountability Plan Council/Committees and/or School Site Council and English Language Advisory Committees will become much larger since parents have advocated for the district to put in place incentives for parents to attend these meetings. One of the changes for the 2018-2019 school year is an incentive plan for parents to attend school/district committee meetings.

Rio School District will continue to work during the 2018-2019 school year (and in years ahead) with parents of English Language Learners to identify effective engagement strategies that increase parent participation. Data collected demonstrates that the increased parent education workshops targeting the use of technology to support student learning; the change of committee meeting formats; venues; and meeting times has been very fruitful. Despite these efforts, this continues to be an area of great potential. Based on parent participation, survey data and while discussing this topic with parents at meetings, the District and parent leaders will continue to develop a stronger parent outreach component/plan during the 2018-2019 school year and for the following years as well that includes increased collaboration with the assistance of parent partners, site specific events coupled with district events will continue to allow the district to meet its engagement goal.
<table>
<thead>
<tr>
<th>How the LEA will:</th>
<th>Persons Involved/ Timeline</th>
<th>Related Expenses</th>
<th>Estimated Cost</th>
<th>Funding Source (EL, Immigrant, or other)</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Provide high quality language instruction</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>All English Learners will be assigned to English Language Development courses based on their proficiency levels</td>
<td>Site Administrators, English Learner Coordinators, and Classroom Teachers</td>
<td></td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>District will ensure that English Learner students receive 45 minutes or one period of daily English Language Development instruction at their assessed language level.</td>
<td>Site Administrators, English Learner Coordinators, and Classroom Teachers</td>
<td></td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>Principals will submit schedules of all teachers to Assistant Superintendent of Ed. Services highlighting English Language Development proficiency levels.</td>
<td>Site Administrators, English Language Coordinators, and Classroom Teachers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site administrators, English Language Coordinators, and classroom teachers implement effective, differentiated, rigorous English Language Development instruction.</td>
<td>Site Administrators and English</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Teachers will write lesson plans which reflect appropriate targeted language instructional techniques.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Language Development Teachers</td>
<td></td>
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</tr>
</tbody>
</table>

| Teachers will write lesson plans which reflect appropriate scaffolding and instructional techniques. |
| Site Administrators and English Language Development Teachers |

| Site administrators will monitor classroom instruction in content areas to inform program needs and ensure implementation of effective strategies, such as Guided Language Acquisition Design. |
| English Language Development Teacher Leaders and Site Administrators |

| Teachers will regularly monitor English Learner progress and adjust |
| English Language Development Teacher Leaders, English Language Coordinators, Site Administrators, and Educational Services Staff |

| None |
| None |

<p>| None |</p>
<table>
<thead>
<tr>
<th><strong>English Language Development lessons and content scaffolding based on formative assessments, such as ADEPT.</strong></th>
<th><strong>Development Teacher Leaders and Educational Services Staff</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lessons and strategies will be aligned to student needs as determined by student assessment results.</strong></td>
<td><strong>Assistant Superintendent, Teacher on Special Assignment, Site Administrators, and Ventura County Office of Education</strong></td>
</tr>
<tr>
<td><strong>Teachers will identify, write, and communicate effective language objectives for lessons and units.</strong></td>
<td><strong>Assistant Superintendent, Teacher on Special Assignment, Site Administrators</strong></td>
</tr>
<tr>
<td><strong>Teachers design lesson that incorporate the use of sentence frames and Systematic English Language Development to scaffold and promote oral fluency.</strong></td>
<td><strong>Assistant Superintendent of Educational Services, Site</strong></td>
</tr>
<tr>
<td>Description</td>
<td>Stakeholder</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td>Engage all students in structured, accountable academic discussions to increase student output.</td>
<td>Administrators, After School Program Coordinator, After School Program Teacher Liaison</td>
</tr>
<tr>
<td>District provides extended learning time to increase the percentage of English Language students making progress in attaining one level of English language level growth, staff will align extended learning time with English language development lesson design.</td>
<td>Assistant Superintendent of Educational Services, Site Administrators, Teacher on Special Assignment, English Learner Coordinators, Ventura County Office of Education</td>
</tr>
<tr>
<td>Using the State English Language Arts and English Language</td>
<td>Assistant</td>
</tr>
<tr>
<td>Development Framework, teachers and administrators examine strategies for supporting English Learners’ engagement with complex text. Teachers apply new learning to their instructional planning for English Learners.</td>
<td>Superintendent of Educational Services, Site Administrators, Teacher on Special Assignment, English Learner Coordinators, and English Language Arts Lead Teachers</td>
</tr>
</tbody>
</table>

Teachers will revisit instructional strategies related to: Gradual Release of Responsibility (Fischer/Frey), Direct Vocabulary Instruction (Marzano), Sentence Frames (Dultz), Academic Language Support (Krashen), Dual Immersion (Kathryn Lindholm Leary), Extended Learning Time (Harvard Family Research Project).
At the school level, follow progress of students who demonstrate mastery of grade level standards on benchmark assessments and of students who receive interventions in light of California Assessment of Student Progress. Increase the number of students reclassified, the process, the criteria, and protocol will be communicated to all teachers.

Teachers have the opportunity to plan learning using correlations and existing text.

| Provide high quality professional development | Assistant Superintendent of Educational Services, Teachers on Special | $7500.00 | Title III |
Principals will review lesson plans, provides feedback, and request additional assistance for teachers having difficulty. Coaches will be available to mentor teachers in the classroom as needed and requested by principals.

Educational Services and Teachers on Special Assignment continue to provide Guided Language Acquisition training to new K-8 teachers and site administrators as well as ongoing Guided Language Acquisition Design refresher training for all teachers.

Ventura County Office of Education will continue providing professional development where strategies to develop academic oral language through structured, accountable discussions are presented.

Teachers and administrators participate in professional development related to English Language Arts Common Core and English Language Development Standards with a focus on the rigorous language and functions for English Learners.

<table>
<thead>
<tr>
<th>Assignment</th>
<th>Site administrators</th>
<th>Educational Services Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Assistant Superintendent</td>
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<tr>
<td></td>
<td></td>
<td>of Educational Services,</td>
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<tr>
<td></td>
<td></td>
<td>Ventura County Office of</td>
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<tr>
<td></td>
<td></td>
<td>Education</td>
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<td></td>
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<td>$25,000.00</td>
</tr>
</tbody>
</table>

|                                      |                              | Assistant Superintendent  |
|                                      |                              | of Educational Services,  |
|                                      |                              | Ventura County Office of  |
|                                      |                              | Education                |
|                                      |                              | $10,500.00                | Title III               |
All teachers and site administrators attend professional development opportunities on the Common Core State Standards in order to gain an understanding of the depth of the standards and the learning shifts with a focus on expectations for English Learners. In collaboration with Ventura County Office of Education, teachers attended a workshop on California Assessment of Student Progress.

Educational Services and Teachers on Special Assignment will continue to provide Guided Language Acquisition training to new K-8 teachers and site administrators as well as ongoing Guided Language Acquisition Design refresher training for all teachers so that all teachers will receive Guided Language Acquisition Design training.

Teachers have opportunities to plan learning using correlations and existing text.
All teachers and administrators participate in professional development related to Math Common Core Standards with a focus on integrated English Language Development and the rigorous language and functions for English Learners.

Teachers attend professional development related to planning for academic language instruction: Language Objective, Receptive Task, Expressive Task, Target Vocabulary, and Comprehensible Input.
Goal 2 IPA* for items A-B:

Please describe the factors contributing to failure to meet desired accountability measures.

Factors contributing to the failure to meet desired accountability measures in the CAASPP TES is the fact that the largest percentage of English Language Learners are not making progress after the intermediate level and actions had not been taken prior to the 2016-2017 school year.

Second, the English Language Development plan that was implemented at the beginning of the 2015-2016 school year had to be revised due to the fact that there were not sufficient substitutes nor days available during the school year for Math and Science ELD Training. ELD was only for all ELA K-8 teachers. This is one of the changes for the 2018-2019 school year and current plans include ELD training for ELA, Math, Science and Social Studies.

Third, Science academic language lacked supplementary support of an academic educational support program. As of the 2015-2016 Rio School District has provided K-8 teachers and our English Language Learners with STEMScopes, a science supplementary learning program which provides a rich in language development and a hands on science development program.

Additionally, prior to the 2015-2016 school year Rio School District had no supplemental support program for English Language Arts. The Rio School District implemented NEWSLEA. The NEWSLEA supplemental reading support program helps develop English Language Learners reading skills and the specific support from NEWSLEA for English Language Learners is that teachers can change the Lexile reading level for small reading instruction and to make reading more accessible in order to deliver the content to students at their reading level as opposed to grade level.

All of these actions will continue into the 2018-20169 school year.

Please describe all required modifications to curriculum, program, and method of instruction.

Teacher on Special Assignment and English Learner lead teachers will develop a Designated English Language Development lesson plan template.
Teachers will be trained on the language instruction elements of lesson design as reflected in the California English Language Development/English Language Framework.

Teachers on Special Assignment will assist in training teachers on the language instruction elements of lesson design and to identify key English Language Arts sentence frames for use in teaching academic language to English Learners during English Language Arts instruction.

All math teachers and administrators will attend professional development opportunities on the integrated English Language Development in order to gain an understanding of the Common Core State Standards in mathematics.
Professional Learner Communities with teachers district-wide focused on mathematical data from California Assessment of Student Performance and local assessments.

Planning Math Instruction using Common Core State Standards and English Language Development Standards correlations to current District-adopted math textbooks.

| Assistant Superintendent of Educational Services, English Language and Math Leadership Team | $10,500.00 |
| Site Administrators, English Learner Coordinators, and Classroom Teachers | $5000.00 |

Teachers and administrators will develop a STEAM research-based unit/lesson design template that is inclusive of targeted language instruction and provides scaffolding through Guided Language Acquisition and SDAIE strategies.
<table>
<thead>
<tr>
<th>Teachers</th>
<th>$5500.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>English Language Development Teacher Leaders, English Language Coordinators, Site Administrators, and Educational Services Staff</td>
<td>$2200.00</td>
</tr>
<tr>
<td>Assistant Superintendent of Educational Services, Teacher on Special Assignment, English Language Development Leadership Team, Site Administrators</td>
<td>No cost</td>
</tr>
<tr>
<td>English Language Development teachers will use an observation tool to reflect on their practices.</td>
<td>$5000.00</td>
</tr>
<tr>
<td>District, site administrators, Teachers on Special Assignment, and</td>
<td></td>
</tr>
</tbody>
</table>
Teachers will conduct monthly learning walks using the observation tool to monitor changes in ELD instruction.

Collect information from teacher and principals to determine usefulness of walkthroughs.

Data teams from schools will use ADEPT and other formative assessments to monitor English language development progress. During these meetings, data and strategies will be shared, and students may be regrouped to improve achievement.

<p>| English Language Development Teacher Leaders, English Language Coordinators, Site Administrators, and Educational Services Staff | Assistant Superintendent of Educational Services, Teacher on Special Assignment, Site Administrators | English Language Development and English Language Arts Leadership Teams | $5000.00 |</p>
<table>
<thead>
<tr>
<th>Plan and schedule District and site Professional Learning Communities where strategies will be presented or reviewed with teachers, administrators, and support staff.</th>
</tr>
</thead>
<tbody>
<tr>
<td>English Language Development Professional Learning Communities will include a focus on formative assessments for monitoring language progress using the ADEPT.</td>
</tr>
<tr>
<td>Assistant Superintendent of Educational Services, Site Administrators, Coordinators of Migrant, After School and Summer Programs</td>
</tr>
<tr>
<td>$2000.00</td>
</tr>
</tbody>
</table>
Principals and teachers form Professional Learning Communities for the purpose of analyzing and interpreting English learner progress.

All teachers will participate in the California Reading and Literature Project Results training to specifically support the needs of English Learner students.

Planning English Language Arts Instruction using Common Core State Standards and English Language Development Standards Correlations to District-Adopted English Language Arts textbooks.

Students will have extended learning opportunities that provide English Language Development outside of the regular school day; these opportunities include Zero Period, after-school programs, and summer school.

All teachers in Grades K-8 will continue to receive training in integrated English Language Development strategies.

*Please ensure the Needs Assessment is submitted if LEA is in improvement status Year 2 or beyond.
LEAs receiving or planning to receive Title III EL funding may include allowable activities.

<table>
<thead>
<tr>
<th>Allowable Activities</th>
<th>Persons Involved / Timeline</th>
<th>Related Expenditures</th>
<th>Estimated Cost</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Describe all allowable activities chosen by LEA relating to:</td>
<td></td>
<td></td>
<td>8,754.00</td>
<td>Immigrant</td>
</tr>
<tr>
<td>Supplementary services as part of the language instruction program for EL students.</td>
<td></td>
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<tr>
<td>For a list of allowable EL activities visit</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="http://www.cde.ca.gov/sp/el/t3/ELprogview.asp">http://www.cde.ca.gov/sp/el/t3/ELprogview.asp</a></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RSD will continue to provide parent workshops in their Spanish, Mixteco and/or other languages in all areas of the educational process and will provide dinner and babysitting for these meetings.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sites/Assistant SUP - eD. Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| EL 2% for Administrative/Indirect Costs: | $4,834 |
| EL Estimated Costs Total: | $243,948 |

Plan to Provide Services for Immigrant Students
Agenda Item Details

Meeting  Jul 25, 2018 - RSD Special Board Meeting
Category  6. Consent
Subject  6.10 Approval of Contract with School services of California, Inc.
Access  Public
Type  Action (Consent)
Fiscal Impact  Yes
Dollar Amount  3,300.00
Budgeted  Yes
Budget Source  General Fund
Recommended Action  Staff recommends the approval of the contract with Schools Services of California, Inc.

Public Content

Speaker:
John Puglisi, Ph.D., Superintendent

Rationale:
School Services of California (SSC) provides valuable information and training regarding issues of school finance, legislation, school budgeting and general fiscal issues. SSC also provides information electronically with almost daily updates in its Fiscal Reports. Staff relies on guidance from SSC to prepare and update budgets.

SSC Contract.pdf (98 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.
AGREEMENT FOR SPECIAL SERVICES
Fiscal Budget Services

This is an agreement between the RIO SCHOOL DISTRICT, hereinafter referred to as "Client," and SCHOOL SERVICES OF CALIFORNIA, INC., hereinafter referred to as "Consultant," entered into as of August 8, 2018.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, and general fiscal issues; and

WHEREAS, the Consultant, is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. Consultant agrees to perform such duties relating to issues of school finance, including:
   a. Delivery of "one copy" of each edition of the Fiscal Report containing information on issues of school finance, budgets, or practices that impact school district fiscal policies, and one copy of the Analysis of the Governor's Proposals for the State Budget and K-12 Education
   b. Option of receiving information on Consultant's website regarding major school finance and policy issues
   c. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress
   d. Eight (8) hours of service annually as the Client directs on fiscal issues, including: analysis of specific revenue or expenditure issues, analysis of specific legislative or regulatory issues, and a "quick query" service to provide telephone response to specific fiscal questions of the Client.

Services for which the base service hours may not be used, include: mandate questions, Client-specific economy, efficiency, or management consulting services, including, but not limited to, efficiency or management studies, demographic or school facility studies; special education studies; fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; legislative representation or advocacy; fiscal analysis for purposes of collective bargaining, appearance as an expert witness, provision of depositions or declarations for district legal issues; major customized research projects or studies; or, on-site speeches or presentations.

   e. Preliminary school district revenue calculation using the online tools available on the Consultant's website for use in determining the projected revenue funding level soon after the budget is adopted based on the major annual school finance legislation
f. Participation at the Consultant’s school finance conferences and workshops at the Consultant’s client rate

2. The Client agrees to pay to Consultant for services rendered under this Agreement:
   a. $3,300 annually, plus expenses, or payable at $275 per month, plus expenses, for the services listed in Item 1 above, upon billings from Consultant
   b. For all requested services in excess of eight (8) direct service hours as indicated in Item 1d above in a 12-month period, the applicable hourly rate for the person(s) performing the services shall apply
   c. “Hours” are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client’s site
   d. “Expenses” are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials

3. The term of this contract shall be for the period of one year, beginning August 1, 2018, and terminating July 31, 2019. Agreement may be terminated prior to July 31, 2019, by either party on thirty (30) days’ written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the Client provides written notice. The Client is responsible for these accrued charges and Consultant may bill these additional days. In case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation under Item 2 above.

4. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

BY: [Signature]  DATE: 6-20-18

[Print Name]  [Job Title]
[Director, Fiscal Services]  Rio School District

BY: [Signature]  DATE: June 15, 2018

[Print Name]  [Position]
ADDENDUM A
TO SPECIAL SERVICES AGREEMENT

As a client of School Services of California, Inc., you have the option of purchasing either or both of our CADIE and SABRE reports at the client rate. The following information describes the CADIE and SABRE reports, and the form at the bottom of the page to order the reports.

The Comparative Analysis of District Income and Expenditures (CADIE) is a comprehensive computer-generated report comparing your district's revenues and expenditures to those of 40 other districts (two reports with 20 districts in each) of your choice throughout the state. Well over 300 comparisons are made using SACS, CBEDS and CalPads data.

The CADIE includes comparative graphic data expenditures by ADA, tabular information showing per ADA and percentage distribution of district revenues and expenditures, staffing levels, and tables that show—on an ADA and percentage basis—how your district spent its dollars for the prior three years. The report is comprehensive, yet easy to use.

The Salary And Benefits Report (SABRE) is generated from the CDE's Certificated Teachers Salary and Benefit data (Form J-90) and provides up to 38 side-by-side comparisons of your district with those of 40 other districts (two reports with 20 districts in each) of your choice on certificated salaries, health and welfare benefits, and work days.

The SABRE includes ten graphical displays and 27 comparison tables with side-by-side analysis for certificated non-management. It also includes the actual salary and benefit schedules and other selected data important for compensation evaluation in an easy-to-read format.

The analytical uses of the CADIE and SABRE reports are unlimited. If these products are needed for negotiations, they may be fully reimbursable as part of your mandated cost claim if you have chosen to file mandate claims for this year.

Please check the appropriate items below:

___ CADIE Only $450 ___ Use the same districts as last year ___ Current year 2016-17
___ SABRE Only $300 ___ Use districts of similar type and size ___ Next year 2017-18
___CADIE & SABRE $550 ___ Call me to discuss comparative group ___ Please use similar unduplicated pupil percentage districts

*Reports are a year behind as the data is released by the CDE.
**Next year: SABRE will be released in December 2018, CADIE will be released in March 2019

District Name: _______________________________________________________
Contact Name: _______________________________________________________
Address (no P.O. boxes please): ____________________________________________
Telephone with extension: _______________________________________________
Email Address: _________________________________________________________
Signature: _____________________________________________________________
Print Name: ___________________________________________________________
Date: __________________________________________________________________

By completing this Addendum A and submitting with our contract, the above Client agrees to pay for these reports upon receipt of the products and appropriate billing.
**Agenda Item Details**

**Meeting**
Jul 25, 2018 - RSD Special Board Meeting

**Category**
6. Consent

**Subject**
6.11 2018-2019 Mixteco/Indigena Community Organizing Project (MICOP) with First 5 Ventura County (Nfl) Contract Renewal

**Access**
Public

**Type**
Action (Consent)

**Fiscal Impact**
Yes

**Dollar Amount**
40,000.00

**Budgeted**
No

**Budget Source**
First 5 (Neighborhood for Learning)

**Recommended Action**
Staff recommends board approval of 2018-2019 MICOP/First 5 contract.

**Public Content**

**Speaker:** Oscar Hernandez

**Rationale:**

MICOP provides Mixteco translation services as well community outreach, cultural competency training, migrant recruiting, IEP translation and school readiness for parents and children throughout the Rio School District. These services target families who have children 0-5 residing in the Rio School District.

In the 2017-2018 school year, this contract has funded the following services/activities:

- Translation services and family support students with IEPs
- Enrollment assistance for children entering TK and Kindergarten
- Facilitation and execution of 5 Mixteco community meetings
- Family support and enrollment assistance to preschool students
- Over 40 adult education classes including topics such as nutrition, Infant massage, child safety, domestic violence, and child development
- Case management services to over 65 families
- Over 1,000 total contacts, including home visits, in person consultation, phone contacts, parent-teacher conferences, IEPs and public health visits
- Provided support as needed to the Mixteco students and parents at the school sites

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.
AGREEMENT FOR CONTRACTOR/INDEPENDENT CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into this day of July 1, 2018, by and between the RIO SCHOOL DISTRICT, 2500 VINEYARD AVE., OXNARD, CA 93036, hereinafter referred to as the DISTRICT and MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT, hereinafter referred to as the CONTRACTOR.

WITNESSTH:

WHEREAS, the District is authorized by California Government Code, Section 53060 to contract with an independent contractor for the furnishing to the District special services to enhance curriculum in addition to and advice in financial, economic, legal, or administrative matters, if said contractor is specifically trained, experienced, and competent to render the special Contractor services set forth in this Agreement; and

WHEREAS, the District has determined that it is necessary that the services set forth herein be provided, and that such services will assist the governing board providing an enhanced instructional program and in discharging its legal obligations will supplement assistance by State and County authorities and not replace such assistance; and

WHEREAS, the Contractor has offered to provide to the District such special services;

NOW, THEREFORE, in consideration of their mutual promises, the parties hereto agree to enter into a fixed price contract, as follows:

1. **SCOPE OF WORK.** The contractor will provide Mixteco translation services, outreach and resource and referral to the Mixteco community, partner in community meeting and collaborate with District staff and programs including services related to Pupil Personnel Services department, Migrant Program and NFL program.

2. **COMPENSATION AND TERM.** In consideration of the service to be rendered by the Contractor, the District agrees to pay at the rate of $28.68 per hour for full-time Promotora and $27.66 per hour for part-time Assistant Promotora (hour/day/etc.), not to exceed $40,000 beginning on July 1, 2018 and ending on June 30, 2019. These dates may be changed by an amendment to this agreement signed by both parties.

3. **INDEPENDENT CONTRACTOR.** While engaged in carrying out and complying with the terms of this Agreement, Contractor is an independent contractor and not an officer, agent, or employee of the District. The parties agree and understand that the Contractor is an independent contractor and not the agent or employee of the District and that no liability shall attach to the District by reason of entering into this Agreement.
4. INSURANCE. (If the contractor is a public school agency within Ventura County, participating in the VCSSFA liability program, this insurance section does not apply.) Contractor shall, at Contractor's sole cost and expense, provide for and maintain in force and effect, a policy or policies of insurance covering Contractor's services, including Comprehensive general liability and property damage insurance and comprehensive automobile liability insurance covering activities and operations of the Contractor.

The Contractor agrees to provide workers compensation insurance covering services to be provided by Contractor under this agreement, or to self-insure such services, and to provide a Certificate of Insurance to the District as proof of coverage if requested.

5. INDEMNIFICATION/HOLD HARMLESS. Contractor also agrees to hold harmless and indemnify the District, its officers, agents employees, and volunteers from any and all loss, costs, and expense, including legal fees, or other obligations or claims, arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability or damage to property or any other loss, sustained or claimed to have been sustained arising out of activities of the Contractor or those of any of its officers, agents or employees, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all right of subrogation against the District.

6. SUBCONTRACTING. None of the services covered by this contract shall be subcontracted without the prior written consent of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of his subcontractors, and of person either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

7. COPYRIGHT. Contract hereby agrees that the District shall be the sole owner of the copyright for any publications, writing, materials or product developed by or as a result of this Agreement. Contractor shall maintain the confidentially of any such material produced.

8. ASSIGNMENT. The parties agree that this Agreement may not be assigned in whole or in part, or any of its rights, obligations provisions, or conditions without the written consent of the District.

9. COMPLIANCE WITH FINGERPRINT LAWS. Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the district determines that the contracting entity will have limited contact with pupils.

______. Contractor need not comply with fingerprint certification requirement.
Contractor is required to comply with fingerprint certification. (See Appendix A)

IN WITNESSETH WHEREOF, the parties hereto have set their hands on the day and year first above written.

RIO SCHOOL DISTRICT

Principal/Department Head ___________________________ Date

Assistant Superintendent for Business Services ___________________________ Date

Superintendent or designee ___________________________ Date

CONTRACTOR

Authorized Signature ___________________________ Date

Arceno Lopez, Executive Director
Mixteco/Indigena Community Organizing Project
520 West 6th St.
Oxnard CA 93030

Tax ID # 30-0045-901 (required W-9 attachment)

Address 520 W. Fifth St. Suite G Oxnard CA 93030

Phone 805-483-1166 Fax # 805-483-1145

e-mail address arceno.lopez@mixteco.org
APPENDIX B – CERTIFICATION OF FINGERPRINTING

TO THE GOVERNING BOARD OF RIO SCHOOL DISTRICT AND THE DISTRICT ADMINISTRATORS IN CHARGE OF THIS AGREEMENT.

I. Identification of the Parties:

, am an individual contractor, consultant. My entity is seeking to contract with the Rio Elementary School District to provide Mixteco translation services, outreach and resource and referral to the Mixteco community to the District, and I am aware of the requirements of Education Code section 45125.1.

II. Certifications

I make the following certifications under penalty of perjury:

A. I shall not begin to provide services to the District nor Shall I permit any of my employees or independent contractors to come in contact with pupils until the Department of Justice has ascertained that the person has not been convicted of a serious or violent felony as defined in Penal Code section 1192.7© and 667.5. (Education Code section 45125.1(e).)

B. I certify that I have reviewed the results of the fingerprinting information ascertained by the Department of Justice, and I certify that none of my employees or independent contractors, including myself, who may come in contact with pupils have been convicted of a felony as noted in paragraph A above. (Education Code section 45125.1(e).

C. I have attached to this certification form a list of the names of my employees or independent contractors who may come in contact with pupil. (Education Code section 45125.1 (f.)

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

Dated: 05/17/2018 at (City) California.

Signature
Agenda Item Details

Meeting: Jul 25, 2018 - RSD Special Board Meeting

Category: 6. Consent

Subject: 6.12 Approval of Services for the Replacement and Repairs of the Second Floor Railing at Rio Vista.

Access: Public

Type: Action (Consent)

Fiscal Impact: Yes

Dollar Amount: 11,650.00

Budgeted: Yes

Budget Source: Safety Funds

Recommended Action: It is recommended by staff that the invoice be approved to ensure the safety of the students.

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

Public Content

Speaker:

John Puglisi, Ph.D., Superintendent

Rationale:
Gold Coast Erectors has made all repairs at our school sites for the last four years and we have had good service from them. Currently, Rio Vista has some panel wires protruding out from the railing and is causing a safety hazard for students and faculty. Gold Coast Erectors will furnish and install woven wire with U-Channel Frames that will ensure the safety of all students.

Administrative Content

Executive Content

https://www.boarddocs.com/ca/rio/Board.nsf/Private?open&login#
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.
Gold Coast Erectors,
P.O. BOX 1662
Camarillo CA 93011
805-987-6334 * 805-987-5315 FAX
CA license #698200 C51
DIR #1000014206
pat@goldcoastereactors.com

Owner/Contractor: RIO SCHOOL DISTRICT
Project Name: RIO VISTA MIDDLE SCHOOL- GAURDRAIL PANEL REPAIRS
ADDRESS: 3050 THAMES RIVER RD, OXNARD CA 93036

The following items are INCLUDED in our proposal: 1 STANDARD COAT SHOP PRIME PAINT

FURNISH & INSTALL: ¼"x2 ½"x3 ½" WOVEN WIRE W/ U CHANNEL FRAMES

REPAIR 10 LOCATIONS-

NEW PANEL FRAMES W/ WOVEN WIRE (7)
3 @ 45 1/8"x32"
3 @ 45 ¾" x 34 7/8"
1 @ 17 7/8" x 34 7/8"

TOUCH UP ALL FRAMES W/ PRIMER

The following items are EXCLUDED from our proposal:

BONDS, PERMITS, INSPECTIONS, ENGINEERING, BACKING, FINISH PAINTING
SPECIAL OR EXCESS INSURANCE, WAIVERS,

Clean and clear access is required for installation.
General Contractor to verify all dimensions prior to fabrication.

We hereby propose to furnish all labor & material to complete the described work for the sum of:
ELEVEN-THOUSAND SIX HUNDRED FIFTY DOLLARS $11,650.00

Patrick S. Gallagher 7-09-2018
President

OWNER/CONTRACTOR ___________________________ DATE ___________________________
Agenda Item Details

Meeting  
Jul 25, 2018 - RSD Special Board Meeting

Category  
6. Consent

Subject  
6.13 Approval of Electrical Proposal from Taft Electric Company

Access  
Public

Type  
Action (Consent)

Fiscal Impact  
Yes

Dollar Amount  
18,970.00

Budgeted  
Yes

Budget Source  
Measure G Funds

Recommended Action  
Staff recommends approval of the proposal from Taft Electric Company.

Goals  
Goal 3 - Create welcoming and safe environments where students attend and are connected to their school
Goal 1 - Improved student achievement at every school and every grade in all content areas

Public Content

Speaker:  
John Puglisi, Ph.D., Superintendent

Rationale:

More than half of the existing lights at Rio Rosales library are out and need to be replaced. We would like to replace them with energy efficient fixtures. Energy efficient lights require less maintenance because the led lamps last for many years before needing replacement. Two light fixtures will include bugeye lights in case of emergency.

Administrative Content

Executive Content

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https://www.boarddocs.com/ca/rioBoard.nsf/Private?open&login#
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.
TAFT ELECTRIC COMPANY
ELECTRICAL CONTRACTORS
STATE LICENSE NO. 772245
P.O. BOX 3416 - 1694 EASTMAN AVENUE - VENTURA, CALIFORNIA 93003 - (805) 642-0121 - FAX (805) 650-9015

ELECTRICAL PROPOSAL & SCOPE OF WORK
Rio School District, “Rio Rosales library lighting upgrade” - BID #0914

July 17, 2018

We are pleased to present our scope of work and proposal for the above project. We are a union Contractor, California Contractor’s License #772245/C-10. Taft Electric Company will furnish and install the electrical material required per job walk. Our price for this work, including Taft Electric’s qualifications and exclusions listed below is as follows:

BASE BID ELECTRICAL.......................................................... $18,970

SCOPE OF WORK:
Install 22 led light fixtures similar to lights installed in library work room. Lights will replace existing lights in same locations. Lift rental included for one week.
Install 2 bugeye emergency lights to light up egress pathways

QUALIFICATIONS:
Bid based on work performed during normal working hours of 6:30am-3pm Monday through Friday
Overtime, weekend and holiday rates do not apply

EXCLUSIONS:
1. Temporary power and lighting.
2. Cutting, patching and replacement of pavement and sidewalk.
3. All permit costs and fees.
4. Utility charges and fees.
5. Cost of a Bond. We are bondable at 1%.
6. All formed and finished concrete, housekeeping pads, and light pole bases.
7. Access panels, telephone plywood backboards and fire rated cabinet enclosures.
8. HVAC and EMS equipment, devices, low voltage conduit, wire and terminations.
9. Surveying and staking.
10. Trenching and backfill
11. Painting, patching or drywall repair
12. Dimming or emergency ballasts
13. Classes, costs, permits or certifications to be able to work onsite

If you have any questions please do not hesitate to contact the undersigned.

Sincerely,

Authorized signature to start work based
on bid amount listed above:

Mark Tovias
Mark Tovias
TAFT ELECTRIC COMPANY
Service Department Manager
Office: 805.654.7925
Cell: 805-207-1163
mtovias@tafelectric.com

Signature: __________________________
Printed name: ______________________
Date: __________________________

PLEASE NOTE THESE PRICES WILL BE HELD VALID FOR (30) DAYS AFTER THE DATE OF BID.
**Acuity Brands Lighting**

**LED IMPORTANT SAFETY INSTRUCTIONS**

**READ AND FOLLOW ALL SAFETY INSTRUCTIONS!**
**SAVE THESE INSTRUCTIONS AND DELIVER TO OWNER AFTER INSTALLATION**

- To reduce the risk of death, personal injury or property damage from fire, electric shock, falling parts, cuts/abrasions, and other hazards please read all warnings and instructions included with and on the fixture box and all fixture labels.
- Before installing, servicing, or performing routine maintenance upon this equipment, follow these general precautions.
  - Installation and service of luminaires should be performed by a qualified licensed electrician.
  - Maintenance of the luminaires should be performed by person(s) familiar with the luminaires' construction and operation and any hazards involved. Regular fixture maintenance programs are recommended.
  - It will occasionally be necessary to clean the outside of the reflector/lens. Frequency of cleaning will depend on ambient dirt level and minimum light output which is acceptable to user. Reflector/lens should be washed in a solution of warm water and any mild, non-abrasive household detergent, rinsed with clean water and wiped dry. Should optical assembly become dirty on the inside, wipe reflector/lens and clean in above manner, replacing damaged gaskets as necessary.
  - **DO NOT INSTALL DAMAGED PRODUCT!** This luminaire has been properly packed so that no parts should have been damaged during transit. Inspect to confirm. Any part damaged or broken during or after assembly should be replaced.
- Recycle: For information on how to recycle LED electronic products, please visit www.epa.gov.
- These instructions do not purport to cover all details or variations in equipment nor to provide every possible contingency to meet in connection with installation, operation, or maintenance. Should further information be desired or should particular problems arise which are not covered sufficiently for the purchaser's or owner's purposes, this matter should be referred to Acuity Brands Lighting, Inc.

---

**WARNING**
**RISK OF ELECTRIC SHOCK**

- Disconnect or turn off power before installation or servicing.
- Verify that supply voltage is correct by comparing it with the luminaire label information.
- Make all electrical and grounded connections in accordance with the National Electrical Code (NEC) and any applicable local code requirements.
- All wiring connections should be capped with UL approved recognized wire connectors.

---

**WARNING**
**RISK OF BURN**

- Allow lamp/fixture to cool before handling. Do not touch enclosure or light source.
- Follow all manufacturer's warnings, recommendations and restrictions for: driver type, burning position, mounting locations/methods, replacement and recycling.

---

**CAUTION**
**RISK OF INJURY**

- Wear gloves and safety glasses at all times when removing luminaire from carton, installing, servicing or performing maintenance.
- Avoid direct eye exposure to the light source while it is on.

---

**CAUTION**
**RISK OF FIRE**

- Keep combustible and other materials that can burn, away from lamp/lens.
- Do not operate in close proximity to persons, combustible materials or substances affected by heat or drying.
CAUTION: RISK OF PRODUCT DAMAGE

✓ Never connect components under load.
✓ Do not mount or support these fixtures in a manner that can cut the outer jacket or damage wire insulation.
✓ Unless individual product specifications deem otherwise: Never connect an LED product directly to a dimmer packs, occupancy sensors, timing devices, or other related control devices. LED fixtures must be powered directly off a switched circuit.
✓ Unless individual product specifications deem otherwise: Do not restrict fixture ventilation. Allow for some volume of airspace around fixture. Avoid covering LED fixtures with insulation, foam, or other material that will prevent convection or conduction cooling.
✓ Unless individual product specifications deem otherwise: Do not exceed fixtures maximum ambient temperature.
✓ Only use fixture in its intended location.
✓ Electrostatic Discharge (ESD): ESD can damage LED fixtures. Personal grounding equipment must be worn during all installation or servicing of the unit.
✓ Do not touch individual electrical components as this can cause ESD, shorten lamp life, or alter performance.
✓ Some components inside the fixture may not be serviceable. In the unlikely event your unit may require service, stop using the unit immediately and contact an ABL representative for assistance.
✓ Always read the fixtures complete installation instructions prior to installation for any additional fixture specific warnings.

Please see product specific installation instructions for additional warnings or any applicable FCC or other regulatory statements.

Failure to follow any of these instructions could void product warranties. For a complete listing of product Terms and Conditions, please visit www.acuitybrands.com.

Our Brands

Indoor/Outdoor Lighting
Lithonia Lighting
Carandini
Hologphane
RELOC

Indoor Lighting
Gotham
Mark Architectural Lighting
Peerless
Renaissance Lighting
Winona Lighting

Outdoor Lighting
American Electric Lighting
Antique Street Lamps
Hydrel
Tersen

Controls
DARK TO LIGHT
Lighting Control & Design
ROAM
Sensor Switch
Synergy

Acuity Brands Lighting, Inc. assumes no responsibility for claims arising out of improper or careless installation or handling of its products.

ABL LED General Warnings, Form No. 503.203

© 2015 Acuity Brands Lighting, Inc. All rights reserved. 4/06/15
1 Introduction
1.1 Product Description. The JEBL luminaires have been designed and tested in accordance with applicable UL/CSA standards and are suitable for use in wet locations. Max luminaire weight is 14 lbs.

1.2 Remove the new LED high bay from packaging and inspect for any damages. Handle new LED fixture with care. If damaged do not use; call your local rep for replacement.

2 Installation
This fixture is designed to be suspended from the supplied Eye Bolt or flush mounting installation with optional Surface Mount Bracket (JEBSMB). Provide suitable hardware in accordance with local codes that is capable of supporting the full weight (14 lbs) of the luminaire.

2.1.1 Standard Mounting type (Eye Bolt Suspended) (see figure 1). Install the enclosed eye bolt hook into the top of the luminaire housing, and tighten securely. Tighten the lock-nut to prevent the eyebolt from loosening. (See Figure 1).

WARNING
FAILURE TO TIGHTEN LOCKNUT COULD CAUSE LUMINAIRE TO FALL RESULTING IN INJURY, DEATH OR SERIOUS PROPERTY DAMAGE.

2.1.2 Suspend fixture with chain or cable securely attached to fixture eye bolt.
2.2.1 Surface Mount Bracket (JEBSMB) - The optional Surface Mount Bracket is designed to attach to JEBL fixture housing with supplied mounting screws.

2.2.2 Remove hole plugs from bracket mounting surface. (See Figure 2)

2.2.3 Position Mounting Bracket onto fixture housing aligning mounting holes with holes on housing. Install provided mounting screws, lock washers and washers to attach Mounting Bracket to fixture housing. (See Figure 2).

2.2.4 Install Surface Mount Bracket to mounting surface with suitable hardware (not provided) to support full weight (14 lbs) of luminaire.

3.0 Supply Wire connections Make all supply wire connections in accordance with local electrical codes.

3.1.1 Connect the LED high bay wiring to fine wire, black-to-black, white-to-white and green-to-green. Purple and gray wires are for 0-10V dimming and shall be capped with a wire nut (not provided) for each wire when not used. Use only UL listed wiring connectors 90C (or greater) and UL listed wiring (90C or greater).

4.0 Care and Maintenance

Wipe off exterior dirt and debris using a soft clean cloth. Do not use abrasive cleaners on optical surfaces as this may result in loss of optical efficiency.

Limited Warranty and Limitation of Liability

Agenda Item Details

Meeting: Jul 25, 2018 - RSD Special Board Meeting
Category: 6. Consent
Subject: 6.14 Approval of Change Order with Valencia Sheet Metal
Access: Public
Type: Action (Consent)
Fiscal Impact: Yes
Dollar Amount: $-9,563.18
Budgeted: Yes
Budget Source: Measure G Funds

Recommended Action
It is recommended that the credit change order be approved with Valencia Sheet Metal.

Public Content
Speaker:
John Puglisi, Ph.D., Superintendent

Rationale:
This change order is due to a change in the original plans and redistributing weatherproofing scope.

[Valencia Sheet Metal.pdf (224 KB)]

Administrative Content

Executive Content

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Balfour Beatty
Construction
Rio School District
2500 E Vinyard Ave
Oxnard, CA 93036

Attr: Dr. Puglisi

Subject: Rio STEAM K-8 Campus
Rio School District
Oxnard, CA

Re: Project 0045-015 Rio STEAM K-8 Campus
BP #08 Sheet Metal
Recommendation to Approve CO #8.2 Valencia Sheet Metal

July 13, 2018

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #8.2 to Valencia Sheet Metal for added or deleted scope items at the above Project, and as amendment to their contract. Scope change to the project is as follows;

<table>
<thead>
<tr>
<th>PCO No.</th>
<th>GC No.</th>
<th>Description</th>
<th>Reason</th>
<th>Cost/Credit</th>
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</thead>
<tbody>
<tr>
<td>8.1</td>
<td>1</td>
<td>Credit due to removal of Self-Adhered Modified Bituminous Membrane</td>
<td>Proposed credit for not providing and installing the strip of Self-Adhered Modified Bituminous Membrane (71300) at exterior cement plaster surrounded windows or storefront systems openings where called for on the plans (Buildings A, B, D, E).</td>
<td>(9,563.16)</td>
</tr>
</tbody>
</table>

Table: Original Contract $260,561.00

Total CO 8.2 $ (9,563.18)

Previous Approved CO's $10,169.06

Original Contract $260,561.00

Revised Contract $281,168.88

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

Respectfully,

Robert Perks
Project Manager, Balfour Beatty

cc. Rachel Adams (A4E)
dd. Jesus Muguerza Ibarra, Balfour Beatty
Dennis Kuykendall, Balfour Beatty
<table>
<thead>
<tr>
<th>PDQ No.</th>
<th>GC No.</th>
<th>Description</th>
<th>Reason</th>
<th>Cost/Credit</th>
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</thead>
<tbody>
<tr>
<td>8.1</td>
<td>1</td>
<td>Credit due to removal of Self-Adhered Modified Bituminous Membrane</td>
<td>Proposed credit for not providing and installing the strip of Self-Adhered Modified Bituminous Membrane ($1300) at exterior cement plaster surrounding windows or storefront systems openings where called for on the plans (Buildings A, B, D, E).</td>
<td>$ (9,563.16)</td>
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</table>

Total CO 8.2  
Previous Approved CO's  
Original Contract  
Revised Contract
Rio School District
2500 E. Vineyard Ave, Suite 1-100
Oxnard, Ca 93036

PROJECT NO: 0045-015

PROJECT NAME: RIO STEAM K-8 CAMPUS

CONTRACTOR: Valencia Sheet Metal

SCOPE OF WORK: SEE ATTACHED

COST:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
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<tr>
<td>Previous Approved Change Orders</td>
<td>$10,188.06</td>
</tr>
<tr>
<td>This Change Order</td>
<td>($9,583.18)</td>
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<tr>
<td>Adjusted Contract Amount</td>
<td>$261,186.88</td>
</tr>
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</table>

TIME:

<table>
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<tr>
<th>Description</th>
<th>Date</th>
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<tbody>
<tr>
<td>Original Contract Completion Date</td>
<td>December 2018</td>
</tr>
<tr>
<td>Previously Approved Completion Days</td>
<td>0</td>
</tr>
<tr>
<td>Completion Days Extension this Change Order</td>
<td>0</td>
</tr>
<tr>
<td>Adjusted Contract Completion Date</td>
<td>December 2018</td>
</tr>
</tbody>
</table>

IT IS AGREED BY THE CONTRACTOR THAT THE ADJUSTED CONTRACT AMOUNT AND/OR TIME, IF ANY, INCLUDES FULL AND COMPLETE EQUITABLE ADJUSTMENT AND COMPENSATION FOR ALL CONTRACT WORK AND EXTRA WORK PERFORMED ON THE PROJECT INCLUDING BUT NOT LIMITED TO CHANGES, DIFFERING SITE CONDITIONS, SUSPENSIONS, DELAYS, RESCHEDULING, ACCELERATION, IMPACT AND EXTENDED OVERHEAD AS IT RELATES SPECIFICALLY TO ITEMS 8.1 OF THE ATTACHED LISTING. CONTRACTOR HEREBY WAIVES ANY AND ALL RIGHT TO ADDITIONAL COMPENSATION OR TIME ARISING OUT OF THE WORK SPECIFIC TO ITEMS 8.1 OF THE ATTACHED LISTING, AND HEREBY ACKNOWLEDGES AND AGREES THAT THE AMOUNT SHOWN ABOVE CONSTITUTES PAYMENT IN FULL ACCORDING TO THE CONTRACT DOCUMENTS.

EXCEPT TO THE EXTENT THE CONTRACT HAS BEEN MODIFIED BY PREVIOUSLY ISSUED DISTRICT CHANGE ORDERS, AND FURTHER MODIFIED BY THIS CHANGE ORDER, THE CONTRACT REMAINS IN FULL FORCE AND EFFECT.

RIO SCHOOL DISTRICT

By

Date

District Architect; Architecture for Education

By

Date

Contractor: Valencia Sheet Metal

By

Date

District PM/CM; Balfour Beatty Construction

By

Date

PCO to Contract
Rio Bid 0045-015
July 12, 2018

Rob Perks
Project Manager
Balfour Beatty Construction
300 Ezell Esplanade, Suite 1120
Oxnard, CA 93036

RE: PCO #66.1 Credit for weatherproofing scope

Dear Rob,

We received the contractor's response to our PCO review, and Balfour Beatty's evaluation of the proposed credit. With the information provided, we can accept the proposed value and recommend RSD Board approval of the $9,503.18 credit.

Sincerely,

Rachel Adams, AIA, LEED AP
Managing Principal
Rachel,

Please see the quoted response from Valencia Sheet Metal. I worked with them to come to terms, but the feel strongly that the PCO 8.1 and 8.2 are related and intended to be a wash financially between the 2 and cover their scope requirements etc.. I agree with that assessment, and feel that we should push this one forward, and pursue the net savings to the district though the related added SAM membrane from SDI.

Hello Rob,

We have reviewed the Architect’s comments regarding the value of the credit for our PCO #1. We also again went through the plans and our paper work that provided the basis for the value of our PCO’s. After this additional review we feel that the value of our PCO’s as submitted are reasonable and that the credit that is wanted in the response from the Architect does not have a valid basis.

If we use the openings on Buildings A and B as a reference, the hours we are providing a credit for divided by the number of openings that we were to install self-adhered membrane on averages out to approximately a half hour per opening. The membrane we were to install would have been a four-Inch strip or band of material inside the perimeter of the opening. The credit you are wanting basically took the hours we were crediting for each of the four buildings and doubled them. That would mean that to do a 30”x 30” type A5, or similar, window opening you are saying it should take an hour to install a 120” strip of self-adhered membrane, or what would be six minutes per linear foot. SDI in their proposed change order is charging labor at under five minutes per foot to install a nine inch wide strip as well as cutting and wrapping all four corners of the opening. Again we would point out that the credit we are proposing is more than reasonable.

This PCO #1 runs in conjunction with our submitted and now approved PCO #2. Together both PCO’s exchanged a strip of self-adhesive membrane in PCO #1 for fabricated sheet metal measured and cut around each opening in PCO #2. The labor required and material costs for either we figured are quite similar with the sheet metal costing a little more as each piece of heavier gauge sheet metal needs to be measured and cut to size. However, despite the similarities in labor and material the hours per building of labor in PCO #2 were accepted and no mention is made that those hours are too low should also be increased. If the labor for the simpler work in PCO #1 should be increased then definitely it should have been noted that the more complex work and increased labor for PCO #2 should also be increased. If the hours of labor for PCO #2 are acceptable, then the similar hours of labor for PCO #1 as proposed should also be acceptable.

Note that what we are doing is not trying to take financial advantage of the School District by not giving credit for what is due. Rather we are trying to be fair and keep our company from losing a significant amount of money from an erroneous valuation all for being willing to provide the school with a better installation around the openings. We feel that both PCO’s are reasonable and that both should be accepted as they have been submitted.

Gregg Nichols,
Valencia Sheet Metal
Subject: Rio STEAM K-8 Campus  
Rio School District  
Oxnard, CA

Re: Project 0045-015 Rio STEAM K-8 Campus  
BP #5 Sheet Metal  
Recommendation to Approve PCO #8.1 to Valencia Sheet Metal

Dear Ms. Adams,

Please accept this letter as recommendation to request approval for PCO #8.1 to Valencia Sheet Metal for added or deleted scope items at the above Project. Scope change to the project is as follows:

Item 1.1 Credit due to removal of Self-Adhered Modified Bituminous Membrane
Reason: Proposed credit for not providing and installing the strip of Self-Adhered Modified Bituminous Membrane (71300) at exterior cement plaster surrounded windows or storefront systems openings where called for on the plans (Buildings- A, B, D, E).

Project Cost Update:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Valencia Sheet Metal Base Agreement</td>
<td>$250,561.00</td>
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<tr>
<td>PCO #8.1</td>
<td>($9,663.18)</td>
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<td>Total Construction Cost to Date</td>
<td>$250,897.82</td>
</tr>
</tbody>
</table>

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

Respectfully,

Robert Parkes  
Project Manager, Balfour Beatty

cc. Kristen Pifko (Rio School District)  
Jesus Muguerza Ibarra, Balfour Beatty  
Dennis Kuykendall, Balfour Beatty
<table>
<thead>
<tr>
<th>Item No.</th>
<th>GC No.</th>
<th>Description</th>
<th>Reason</th>
<th>Cost/Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td></td>
<td>Credit due to removal of Self-Adhered Modified Biluminous Membrane</td>
<td>Proposed credit for not providing and installing the strip of Self-Adhered Modified Biluminous Membrane (7'1300) at exterior cement plaster surrounded windows or storefront systems openings where called for on the plans (Balcony A, B, D, E)</td>
<td>$ (9,553.18)</td>
</tr>
</tbody>
</table>

Total PCO #24.1 $ (9,553.18)

Original Contract $ 260,561.00

Revised Contract $ 250,997.82
Proposed Change Order

DATE: 03/30/2018

TO: Attn: Rob Perks, Ray Purcell
Balfour Beatty Construction
10620 Treena Street, Suite 300
San Diego, CA 92131
Phone:(858) 635-7400 Fax:(858) 635-7401

PROJECT: Rio STEAM K-6 Campus, Project No. 0045-015

CONTRACTOR: 0045-015
T/P: 0045-015

DESCRIPTION:

Credit for not providing and installing the strip of Self-Adhered Modified Bituminous Membrane (71300) at exterior cement plaster surrounded windows or storefront systems openings where called for on the plans.

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Self-Adhered Membrane</td>
<td>-250.00</td>
<td>sqft</td>
<td>0.84</td>
<td>-160.00</td>
</tr>
<tr>
<td>Labor</td>
<td>-17.00</td>
<td>hrs</td>
<td>94.35</td>
<td>-1,603.95</td>
</tr>
<tr>
<td>Building B</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Self-Adhered Membrane</td>
<td>-370.00</td>
<td>sqft</td>
<td>0.84</td>
<td>-328.80</td>
</tr>
<tr>
<td>Labor</td>
<td>-26.00</td>
<td>hrs</td>
<td>94.35</td>
<td>-2,453.10</td>
</tr>
<tr>
<td>Building D</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Self-Adhered Membrane</td>
<td>-490.00</td>
<td>sqft</td>
<td>0.84</td>
<td>-313.60</td>
</tr>
<tr>
<td>Labor</td>
<td>-35.00</td>
<td>hrs</td>
<td>94.35</td>
<td>-3,302.25</td>
</tr>
<tr>
<td>Building E</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Self-Adhered Membrane</td>
<td>-90.00</td>
<td>sqft</td>
<td>0.84</td>
<td>-56.00</td>
</tr>
<tr>
<td>Labor</td>
<td>-6.00</td>
<td>hrs</td>
<td>94.35</td>
<td>-560.10</td>
</tr>
</tbody>
</table>

Item Total: ($8,693.80)
10% Profit and Overhead: ($869.38)
Total: ($9,563.18)

This quote is good for 30 days, thereafter it is subject to review.

Offered By: Gregory Nichols
Company: Valencia Sheet Metal, Inc.
Date: 03/30/2018

Accepted By: [Signature]
Name:
Title:
Company: Balfour Beatty Construction
Date:
Agenda Item Details

Meeting  Jul 25, 2018 - RSD Special Board Meeting
Category  6. Consent
Subject  6.15 Approval of Change Order with Brian Devries Construction
Access  Public
Type  Action (Consent)
Fiscal Impact  Yes
Dollar Amount  2,059.57
Budgeted  Yes
Budget Source  Measure G Funds
Recommended Action  It is recommended that this change order be approved for a change in the scope of work.

Public Content

Speaker:  John Puglisi, Ph.D., Superintendent

Rationale:  This change order is proposed as an added cost to re-work footings at the main entry to accommodate the landing at the ramp to follow for new fencing layout.

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.
Balfour Beatty
Construction

Rio School District
2500 E Vinyard Ave
Oxnard, CA 93036

July 13, 2018

Attn: Dr. Pugilsi

Subject: Rio STEAM K-8 Campus
Rio School District
Oxnard, CA

Re: Project 0045-015 Rio STEAM K-8 Campus
BP #02 Concrete
Recommendation to Approve CO #2.3 Brian Devries Construction

Dear Dr. Pugilsi,

Please accept this letter as recommendation to request approval for CO #2.3 to Brian Devries Construction for added or deleted scope items at the above Project, and as amendment to their contract. Scope change to the project is as follows;

Rio STEAM K-8 Campus
BP #2 Concrete

Brian Devries Construction

| Original Contract | $ 3,698,000.00 |

<table>
<thead>
<tr>
<th>POD No.</th>
<th>GC No.</th>
<th>Description</th>
<th>Reason</th>
<th>Cost/Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>224-14</td>
<td>2.10</td>
<td>Added Cost per ASI 019- Re-work of footing at main entry per new fence layout</td>
<td>Proposed added cost to re-work footings at the main entry to accommodate the landing at the ramp to follow for fencing per ASI 019.</td>
<td>$ 2,059.57</td>
</tr>
</tbody>
</table>

Total CO #2.3

Previous Approved CO's

Original Contract

Revised Contract

$ 2,059.57

$ 2,143.63

$ 3,698,000.00

$ 3,702,203.20

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

Respectfully,

Robert Parks
Project Manager, Balfour Beatty

cc. Rachel Adams (A4E)
Jesus Muguerza Ibarra, Balfour Beatty
Dennis Kuykendall, Balfour Beatty
Rio School District

Project No 0145-015

Rio STEAM K-8 Campus
SP #2 Concrete
Brian Devries Construction

<table>
<thead>
<tr>
<th>PCO No.</th>
<th>GC No.</th>
<th>Description</th>
<th>Reason</th>
<th>Cost/Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>254-14</td>
<td>2.10</td>
<td>Added Cost per ASI 019 - Re-work of footing at main entry per new fence layout</td>
<td>Proposed added cost to re-work footings at the main entry to accommodate the landing at the ramp to follow for fencing per ASI 019.</td>
<td>$ 2,055.57</td>
</tr>
</tbody>
</table>

Total CO #2.3 $ 2,055.57
Previous Approved CO's $ 2,143.63
Original Contract $ 3,668,000.00
Revised Contract $ 3,702,203.23
**Rio School District**  
2500 E. Vineyard Ave, Suite 1-100  
Oxnard, Ca 93036

CO NO: 0045-015  
7-13-2018  
CO NO: 2.3

**PROJECT NO:** 0045-015  
**PROJECT NAME:** RIO STEAM K-8 CAMPUS  
**CONTRACTOR:** Brain Devries Construction  
**SCOPE OF WORK:** SEE ATTACHED

**COST:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>$3,698,000.00</td>
</tr>
<tr>
<td>Previous Approved Change Orders</td>
<td>$2,143.83</td>
</tr>
<tr>
<td>This Change Order</td>
<td>$2,059.57</td>
</tr>
<tr>
<td>Adjusted Contract Amount</td>
<td>$3,702,203.20</td>
</tr>
</tbody>
</table>

**TIME:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Completion Date</td>
<td>December 2018</td>
</tr>
<tr>
<td>Previously Approved Completion Days</td>
<td>0</td>
</tr>
<tr>
<td>Completion Days Extension this Change Order</td>
<td>0</td>
</tr>
<tr>
<td>Adjusted Contract Completion Date</td>
<td>December 2018</td>
</tr>
</tbody>
</table>

IT IS AGREED BY THE CONTRACTOR THAT THE AMENDED CONTRACT AMOUNT AND/OR TIME, IF ANY, INCLUDES FULL AND COMPLETE EQUITABLE ADJUSTMENT AND COMPENSATION FOR ALL CONTRACT WORK AND EXTRA WORK PERFORMED ON THE PROJECT INCLUDING BUT NOT LIMITED TO CHANGES, DIFFERING SITE CONDITIONS, SUSPENSIONS, DELAYS, RESCHEDULING, ACCELERATION, IMPACT AND EXTENDED OVERHEAD AS IT RELATES SPECIFICALLY TO ITEMS 2.10 OF THE ATTACHED LISTING. CONTRACTOR HEREBY WAIVES ANY AND ALL RIGHT TO ADDITIONAL COMPENSATION OR TIME ARISING OUT OF THE WORK SPECIFIC TO ITEMS 2.10, OF THE ATTACHED LISTING, AND HEREBY ACKNOWLEDGES AND AGREES THAT THE AMOUNT SHOWN ABOVE CONSTITUTES PAYMENT IN FULL ACCORDING TO THE CONTRACT DOCUMENTS.

EXCEPT TO THE EXTENT THE CONTRACT HAS BEEN MODIFIED BY PREVIOUSLY ISSUED DISTRICT CHANGE ORDERS, AND FURTHER MODIFIED BY THIS CHANGE ORDER, THE CONTRACT REMAINS IN FULL FORCE AND EFFECT.

**RIO SCHOOL DISTRICT**  
By__________________________________________________________________  
Date__________________________________________________________________

**District Architect; Architecture 4 Education**  
By__________________________________________________________________  
Date__________________________________________________________________

**Contractor: Brian Devries Construction**  
By__________________________________________________________________  
Date__________________________________________________________________

**District PM/CM; Balfour Beatty Construction**  
By__________________________________________________________________  
Date__________________________________________________________________

PCO to Contract  
Rio Bid 0045-015
July 12, 2018

Rob Peirs
Project Manager
Balfour Beatty Construction
300 East Esplanade, Suite 1120
Oxnard, CA 93036

RE: PCO #02.10 Cost for re-working footings

Dear Rob,

We received PCO #2.10 on 6/29/18 and reviewed and against our records. We agree with the entitlement for additional work and accept the submitted documentation. We accept the proposed cost of $2,062.57 and recommend RSD Board Approval. Please provide final Change Order for review and signature.

Sincerely,

[Signature]

Rachel Adams, AIA, LEED AP
Managing Principal
Balfour Beatty
Construction

Architecture 4 Education
41 N Fair Oaks Ave
Pasadena, CA 91103

Attn: Rachel Adams

June 29, 2018

Subject: Rio STEAM K-8 Campus
Roo School District
Oxnard, CA

Re: Project 0045-015 Rio STEAM K-8 Campus
BP #2 Concrete
Recommendation to Approve PCO #2.10 to Brian Devries Construction

Dear Ms. Adams,

Please accept this letter as recommendation to request approval for PCO #2.10 to Brian Devries Construction for added or deleted scope items at the above Project. Scope change to the project is as follows;

Item 1.1 ___________________________ Added Cost per ASI 019- Re-work of footing at main entry per new fence layout?
Reason; Proposed added cost to re-work footings at the main entry to accommodate the landing at the ramp to follow for fencing per ASI 019.

Project Cost Update:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brian Devries Construction Base Agreement</td>
<td>$3,699,000.00</td>
</tr>
<tr>
<td>PCO #2.10</td>
<td>$2,059.57</td>
</tr>
<tr>
<td>Total Construction Cost to Date</td>
<td>$3,700,059.50</td>
</tr>
</tbody>
</table>

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

Respectfully,

[Signature]

Robert Perks
Project Manager, Balfour Beatty

cc. Dr. Puglisi (Rio School District)
Jesus Muguerza Ibera, Balfour Beatty
Dennis Kuykendall, Balfour Beatty
To: Rio School District  
2500 Vinyard Avenue  
Oxnard CA 93036

Project: 10224  
Rio STEAM K-8  
2999 & 3001 North Ventura Rd.  
3014 North Ventura Rd.  
Oxnard CA 93036

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

<table>
<thead>
<tr>
<th>Description of Work</th>
<th>COST</th>
<th>OVERHEAD %</th>
<th>PROFIT %</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Working Foreman 2 hrs</td>
<td>183.76</td>
<td>15.00</td>
<td></td>
<td>211.32</td>
</tr>
<tr>
<td>Carpenter 8 hrs</td>
<td>633.80</td>
<td>15.00</td>
<td></td>
<td>728.64</td>
</tr>
<tr>
<td>Labor 2 hrs</td>
<td>142.20</td>
<td>15.00</td>
<td></td>
<td>163.53</td>
</tr>
<tr>
<td>Iron Worker 3 hrs</td>
<td>283.64</td>
<td>15.00</td>
<td></td>
<td>303.19</td>
</tr>
<tr>
<td>Mini Ex - includes Operator 2 hrs</td>
<td>550.00</td>
<td>15.00</td>
<td></td>
<td>632.50</td>
</tr>
<tr>
<td>Bond</td>
<td>20.39</td>
<td></td>
<td></td>
<td>20.39</td>
</tr>
</tbody>
</table>

Notes
ASI -019 pushes the stairs back and adds a landing at the ramp to allow for fencing. The footling at this location was dug per plan prior to May 1, 2018, when ASI -019 was issued. DeVries had to re-work the footing to accommodate the change.

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change: 2,059.57

<table>
<thead>
<tr>
<th>The original Contract Sum was</th>
<th>$3,695,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net change by previous Change Orders</td>
<td>$2,143.63</td>
</tr>
<tr>
<td>The Contract Sum prior to this Change Order</td>
<td>$3,700,143.63</td>
</tr>
<tr>
<td>The Contract Sum will be changed by this Change Order</td>
<td>$2,059.57</td>
</tr>
<tr>
<td>The new Contract Sum including this Change Order will be</td>
<td>$3,702,203.20</td>
</tr>
<tr>
<td>The Contract Time will be changed by</td>
<td>0 Days</td>
</tr>
</tbody>
</table>

Owner: ___________________________ Date: ___________________________
Contractor: ________________________ Date: _________________________
**EXTRA WORK REPORT AND AUTHORIZATION**

**JOB NAME:** Rio  
**DATE PERFORMED:** 5-1-18

**AREA WHERE WORK WAS PERFORMED:** Main Entry

**DETAILED DESCRIPTION OF EXTRA WORK:**
Rework Fig 3 at Main Entry Per New Layout Plans. Extending Ramp Per ASI 19 - Work was completed. Per original design, then had to come back and re-dig PFG's and remove rebar.

**PERSONNEL**

<table>
<thead>
<tr>
<th>Position</th>
<th>Hours</th>
<th>Rate</th>
<th>Total Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mason</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Iron Worker</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Engineer</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**MATERIALS**

- **2 men** handbagged 6'11" of oldFG across Block's Baulk

**NOTES:**

- ASI 19

**REPRESENTATIVE (PRINT NAME):** Day Purcell  
**REPRESENTATIVE SIGNATURE:**

**DATE:** 5-1-18
ASI 019 provides color-coded supplemental drawings to identify the various types of fencing and gates for the entire Rio Steam K-8 campus. These drawings are being issued to construction trades to illustrate the scope and types of fencing as requested by the District. Contractors to provide all shop drawings, details and finish material and costs for review by District and design team prior to fabrication and installation.

SHT A1.00-Overall Reference Plan
Supplemental drawings identified as ASI 019 Site Fencing Scope Diagram and Legend

SHT A1.01-Enlarged Site Plans
Supplemental drawings identified as ASI 019 Site Fencing Scope color-coded for fence type and gates

SHT A1.02-Enlarged Site Plans
Supplemental drawings identified as ASI 019 Site Fencing Scope color-coded for fence type and gates

SHT A1.05-Enlarged Site Plans
Supplemental drawings identified as ASI 019 Site Fencing Scope color-coded for fence type and gates

SHT A1.06- Site Stairs & Ramp Enlarged Plans
Supplemental drawings identified as ASI 019 Site Fencing Scope color-coded for fence type and gates

Please issue these auxiliary documents to all contractors to update their construction documents to include supplemental information for Site Fencing scope of work.

Rachel Adams
AOR
**Agenda Item Details**

Meeting: Jul 25, 2018 - RSD Special Board Meeting

Category: 6. Consent

Subject: 6.16 Approval of Change Order with Fence Factory

Access: Public

Type: Action (Consent)

Fiscal Impact: Yes

Dollar Amount: $12,627.00

Budgeted: Yes

Budget Source: Measure G Funds

Recommended Action: It is recommended that the change order with Fence Factory be approved to add to the perimeter of the northeastern corner of the campus for site security.

**Public Content**

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

This change order is an additional cost to install added perimeter fencing at the corner of the campus for site security. Balfour Beatty has compared prices between attached PCO and bid amount for chain link and found that the cost provided in this PCO is acceptable.

**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.
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.
**Balfour Beatty**

**Construction**

Rio School District  
2500 E Vineyard Ave  
Oxnard, CA 93036

July 13, 2018

Attn: Dr. Pugliai

**Subject:** Rio STEAM K-8 Campus  
Rio School District  
Oxnard, CA

**Rs:** Project 0045-015 Rio STEAM K-8 Campus  
BP #03 Fences and Gates  
Recommendation to Approve CO #3.2 Fence Factory

**Dear Dr. Pugliai,**

Please accept this letter as recommendation to request approval for CO #3.2 to Fence Factory for added or deleted scope items at the above Project, and as amendment to their contract. Scope change to the project is as follows:

<table>
<thead>
<tr>
<th>BP #3</th>
<th>Fences and Gates</th>
<th>Original Contract</th>
<th>$ 223,970.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fence Factory</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item No.</th>
<th>GC No.</th>
<th>Description</th>
<th>Reason</th>
<th>Cost/Credit</th>
</tr>
</thead>
</table>
| 4        | 3.4    | Added cost Per RF1#285  
Added fencing at Northeastern corner of the Campus | Proposed cost to install added perimeter fencing at the northeastern corner of the campus  
for site security. Balfour Beatty, has compared prices between attached FCO and bid amount for chain link and found that the cost provided in this FCO is acceptable | $ 12,627.00 |

Total CO/3.2 $ 12,627.00  
Previous CO $ (8,931)  
Original Contract $ 223,970.00  
Revised Contract $ 227,668.00

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

Respectfully,

Robert Parks  
Project Manager, Balfour Beatty

cc. Rachel Adams (A4E)  
Jesus Muguerra Ibarra, Balfour Beatty  
Dennis Kuykendall, Balfour Beatty
<table>
<thead>
<tr>
<th>Item No.</th>
<th>GC No.</th>
<th>Description</th>
<th>Reason</th>
<th>Cost/Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>3.4</td>
<td>Added cost Per RFI 6245- Added fencing at</td>
<td>Proposed cost to install added perimeter fencing at the northeastern corner of the campus for site security. Balfour Beatty, Inc. compared prices between attached PCO and bid amount for chain link and found that the cost provided in this PCO is acceptable.</td>
<td>$12,627.00</td>
</tr>
</tbody>
</table>

Total CO#3.2  
Previous CO  
Original Contract  
Revised Contract  

$227,896.00
Rio School District  
2500 E. Vineyard Ave, Suite 1-100  
Oxnard, Ca 93036

PROJECT NO: 0045-015

PROJECT NAME: RIO STEAM K-8 CAMPUS

CONTRACTOR: FENCE FACTORY

SCOPE OF WORK: SEE ATTACHED

<table>
<thead>
<tr>
<th>COST:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>$223,970.00</td>
</tr>
<tr>
<td>Previous Approved Change Orders</td>
<td>($8,931.00)</td>
</tr>
<tr>
<td>This Change Order</td>
<td>$12,827.00</td>
</tr>
<tr>
<td>Adjusted Contract Amount</td>
<td>$227,866.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TIME:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Completion Date</td>
<td>December 2018</td>
</tr>
<tr>
<td>Previously Approved Completion Extension Days</td>
<td>0</td>
</tr>
<tr>
<td>Completion Days Extension this Change Order</td>
<td>0</td>
</tr>
<tr>
<td>Adjusted Contract Completion Date</td>
<td>December 2018</td>
</tr>
</tbody>
</table>

IT IS AGREED BY THE CONTRACTOR THAT THE ADJUSTED CONTRACT AMOUNT AND/OR TIME, IF ANY, INCLUDES FULL AND COMPLETE EQUITABLE ADJUSTMENT AND COMPENSATION FOR ALL CONTRACT WORK AND EXTRA WORK PERFORMED ON THE PROJECT INCLUDING BUT NOT LIMITED TO CHANGES, DIFFERING SITE CONDITIONS, SUSPENSIONS, DELAYS, RESCHEDULING, ACCELERATION, IMPACT AND EXTENDED OVERHEAD AS IT RELATES SPECIFICALLY TO ITEMS 3.4 OF THE ATTACHED LISTING. CONTRACTOR HEREBY WAIVES ANY AND ALL RIGHT TO ADDITIONAL COMPENSATION OR TIME ARISING OUT OF THE WORK SPECIFIC TO ITEMS 3.4 OF THE ATTACHED LISTING, AND HEREBY ACKNOWLEDGES AND AGREES THAT THE AMOUNT SHOWN ABOVE CONSTITUTES PAYMENT IN FULL ACCORDING TO THE CONTRACT DOCUMENTS.

EXCEPT TO THE EXTENT THE CONTRACT HAS BEEN MODIFIED BY PREVIOUSLY ISSUED DISTRICT CHANGE ORDERS, AND FURTHER MODIFIED BY THIS CHANGE ORDER, THE CONTRACT REMAINS IN FULL FORCE AND EFFECT.

Rio School District

By ____________________________
Date __________________________

District Architect; Architecture for Education

By ____________________________
Date __________________________

Contractor: Fence Factory

By ____________________________
Date __________________________

District PM/CM; Balfour Beatty Construction

By ____________________________
Date __________________________

CO to Contract
Rio Bid 0045-015
July 12, 2018

Rob Parks
Project Manager
Balfour Beatty Construction
300 East Esplanade, Suite 1120
Oxnard, CA 93036

RE: PCO #03.4 Added fencing at Northwest corner

Dear Rob,

We received PCO 03.4 on 8/8/18 for the Owner requested addition. We have reviewed the pricing and Balfour Beatty’s recommendation, and can accept the proposed cost of $12,827 for Rio Board Approval.

Sincerely,

[Signature]

Rachel Adams, AIA, LEED AP
Project Principal
Attn: Rachel Adams

Subject: Rio STEAM K-8 Campus
       Rio School District
       Oxnard, CA

Re: Project 0045-015 Rio STEAM K-8 Campus
    BP #3 Fences and Gates
    Recommendation to Approve BBC PCO #3.4 to Fence Factory CO#004

Dear Ms. Adams,

Please accept this letter as recommendation to request approval for PCO #3.4 to Fence Factory for added or deleted scope items at the above project. Scope change to the project is as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Added cost Per RFI #265- Added fencing at Northeastern corner of the Campus</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reason</td>
<td>Proposed cost to install added perimeter fencing at the northeastern corner of the campus for site security. Balfour Beatty, has compared prices between attached PCO and bid amount for chain link and found that the cost provided in this PCO is acceptable</td>
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**Project Cost Update:**

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<tr>
<td>Fence Factory Base Agreement</td>
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<td>Previous Approved CO’s</td>
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<td>PCO #3.4</td>
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<tr>
<td>Total Construction Cost to Date</td>
<td>$227,666.00</td>
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Should you have any questions, please contact me at any time.

Respectfully,

Robert Perks
Project Manager, Balfour Beatty

cc. Dr. Puglisi (Rio School District)
    Jesus Muguerza Ibarra, Balfour Beatty
    Dennis Kuykendall, Balfour Beatty
Material Sales and Contracting Branches
1-800-51 Fence
Throughout the Tri-Counties

Proposal Submitted:
Rb School District

Address:
2525 Vineyard Ave., Suite A 100

By: Current
City:
CA
Zip Code:
32030
Phone:
903-332
Job Phone:
903-332
Fax:
903-332

Sub-Contractor: James Magness & Sons Job Location: X-8 STEM School

Subject to the terms, provisions and conditions of this proposal and Contract and any attached Estimates. Scope of Work, Plans or Specifications, Fence Factory, hereinbefore referred to as "Contractor", agrees to furnish all necessary labor, materials, tools and equipment to perform and complete the work in good and workmanlike manner for the above location, the following described work.

Total area approx. 240 ft. X 8 ft. High 0 ft. and 8 ft. Galvanized Chain Link Fence on a 2 3/4" bolted 3 3/8" bolts and 3 3/8" bolts. We will install 12" diameter x 48" Deep Concrete Fittings every 10 ft. maximum. Includes 1 5/8" O.D. Sch 40 Top Rail and Corner Braces and 8 ft. Gal. Bottom Tension wire. All of the above referenced detail has been reviewed by the Scope. Actual work will be in accordance with Scope and is subject to change as necessary. The details on the Plans are a bit different than these Scope and I have had this fenced per the Scope. (Additional Fence as required by the Contractor)

Presiding Bldg.****

Any Trenching for and Paving of any new sidewalk will need to be done by Others prior to the Completion of the Fence.****

Any Trenching and/or Removal of Trees, Brush, Vines or other obstructions and leveling and preparation of the location to be done by others prior to the Fence work.****

No permits or permit fees are included in this proposal. Any permits or permit fees required by Local Building DEPTs or GOVT. Agencies are the owner's responsibility.****

Proposal does not include any clearing, grubbing or grading.

Total: $12,927.00

In consideration for the above described work, the above named party agrees to pay Contractor the total sum of $12,927.00.00

SIGNED AND AUTHORIZED:

Date:

Contractor as 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, 1025 S. Stree, Sacramento, CA 95814.
### Request For Information

**Project** [14817000] - Rio STEAM K-8 Campus  
**Date** 1/30/2018

Balfour Beatty Construction  
Oxnard, CA 93036

**Primary Responder**  
Michael Shea  
Architecture for Education, Inc.  
65 North Catalina Avenue  
Pasadena, CA 91106

**CC**  
Rachel Adams (Architecture for Education, Inc.)  
Michael Shea (Architecture for Education, Inc.)  
Dennis Kuykendall (Balfour Beatty Construction, LLC.)  
Ray Purcell (Balfour Beatty Construction, LLC.)  
Jesus Muguerza (Balfour Beatty Construction)  
Robert Perks (Balfour Beatty Construction)  
Kenneth Hinge (Kenco Construction Services, Inc.)

**From**  
Jesus Muguerza  
Balfour Beatty Construction

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<td>Proposal</td>
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<td>Response Due</td>
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**Subject**  
Fencing at Eastern Field

**Drawing No.**  
Detail No./Paragraph

**CSI Code**  
Schedule Activity ID

**Information Requested**

**levee**

For the need of site security, District requests that fence be installed at the northeastern end of the campus that separates the site from the levee. Contractor to install same fence as already shown on contract plans along the northern portion of the site. Please confirm.

For the need of site security, District would want’s fence to enclose the entire eastern field. This fence will be CFO1, but only 4’ tall, as it runs from the double gate to the south with a gate on the south side to allow access to field from street. Please confirm.

---

**Posted to Drawings**

**Subcontractor Name**  
BBC

**Subcontractor’s RFI#**  
28

---

**Response Information**

NORTHEASTERN PORTION OF SITE: install 7'-0" Chain-Link Fencing along the northern boundary. Maintain minimum 5'-0" from top of slope. Provide concrete edge strip per Detail 5/LH2.2. Provide fencing and footings per Detail 9/A9.15.

SOUTHEASTERN PORTION OF SITE: install 4'-0" CFO1 Designmaster Fencing along the southern boundary. Maintain minimum 1'-6" from back of sidewalk or curb face. Provide concrete edge strip per Detail 5/LH2.2. Provide fencing and footings per Detail 9/A9.15.
Please find attached RFI 0265 Fencing at Eastern Field for RSD project 0045-015 Rio STEAM K-8 Campus for your review, implementation and coordination.

Pursuant to the contract General Conditions (Refer to General Conditions Section 1.10 Bulletin and Section 18.5 Notice to Dispute Regarding Contract Price or Contract Time), in the event there is any additional costs, credits, and/or schedule impacts resulting from the response to the RFI, it is the responsibility of the Bid Package Trade Contractor to notify the Construction Manager of such within THREE (3) DAYS of the receipt of this notice. Notification stating the factual basis for the claim and citing in detail the Project Documents upon which the claim is based, including a detailed cost breakdown, is to be transmitted to our jobsite trailer.

**NOTE: FAILURE TO RESPOND WITHIN THE REQUIRED TIME PERIOD OF THREE (3) DAYS WITH THE REQUIRED DOCUMENTATION, WILL EITHER RESULT IN BALFOUR BEATTY CONSTRUCTION NOTIFYING THE OWNER OF A NO COST CHANGE OR COMPILING THE COST CREDIT ON YOUR BEHALF.**

---

Michael Shea (Architecture for Education, Inc.)

Authorized Signature

Printed Name

Date

Michael Shea

20 FEB 2018

Please note: The southwest fence in that RFI response above was deleted and is now covered under a different PCO per ASI 19. RFI calls for a 4’ design master fence and ASI 19 changed it to Beta.
Agenda Item Details

Meeting: Jul 25, 2018 - RSD Special Board Meeting
Category: 6. Consent
Subject: 6.17 Approval of Change Order with Standard Drywall for additional work at the Rio Del Sol
Access: Public
Type: Action (Consent)
Fiscal Impact: Yes
Dollar Amount: 41,290.00
Budgeted: Yes
Budget Source: Measure G Funds
Recommended Action: It is recommended that the change order with Standard Drywall be approved

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

This change order covers the proposed cost for the Specialties Package 5 - Tier Metal Lockers in Building D and E that were not previously bid.

Change order with Standard Drywall.pdf (216 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/rio/Board.nsf/Private?open&login#
Attn: Dr. Pugliesi

Subject: Rio STEAM K-8 Campus
    Rio School District
    Oxnard, CA

Re: Project 0045-015 Rio STEAM K-8 Campus
BP #05 Metal Framing, Drywall and Plaster
Recommendation to Approve CO #5.7 Standard Drywall

Dear Dr. Pugliesi,

Please accept this letter as recommendation to request approval for CO #5.7 to Standard Dry Wall for added or deleted scope items at the above Project, and as amendment to their contract. Scope change to the project is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Original Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed cost for the Specialties Package-5 Tier Metal Lockers in Building D and E (Not previously bid; this cost is an addition to previously approved PCD 6.14)</td>
<td>$ 6,638,000.00</td>
</tr>
</tbody>
</table>

PCO No. | GC No. | Description                                      | Reason                                                                 | Cost/Credit |
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>5.23</td>
<td>21</td>
<td>Cost for Specialties Package-5 Tier Metal Lockers</td>
<td>Proposed cost for the Specialties Package-5 Tier Metal Lockers in Building D and E (Not previously bid; this cost is an addition to previously approved PCD 6.14)</td>
<td>$ 41,298.00</td>
</tr>
</tbody>
</table>

Total CO #5.7: $41,298.00
Previous Approved CO's: $67,905.00
Original Contract: $6,638,000.00
Revised Contract: $6,647,195.00

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

Respectfully,

[Signature]

Robert Parks
Project Manager, Balfour Beatty

cc: Rachel Adams (AIE)
    Jesus Muguerra Ibarr, Balfour Beatty
    Dennis Kuykendall, Balfour Beatty

July 13, 2018
<table>
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<tr>
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<tr>
<td>5.23</td>
<td>21</td>
<td>Cost for Specialties Package-5 Tier Metal Lockers</td>
<td>Proposed cost for the Specialties Package-5 Tier Metal Lockers in Building D and E. (Not previously bid; this cost is an addition to previously approved PCO 5.14)</td>
<td>$41,290.00</td>
</tr>
</tbody>
</table>

Total CO #5.7: $41,290.00
Previous Approved CO's: $67,908.00
Original Contract: $6,538,000.00
Revised Contract: $6,647,195.00
Rio School District
2500 E. Vineyard Ave, Suite 1-100
Oxnard, Ca 93036

PROJECT NO: 0045-015

CO NO: 5.7
6-15-2018

PROJECT NAME: RIO STEAM K-8 CAMPUS

CONTRACTOR: Standard Drywall

SCOPE OF WORK: SEE ATTACHED

COST:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>$6,538,000.00</td>
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<td>Previous Approved Change Orders</td>
<td>$67,935.00</td>
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<tr>
<td>This Change Order</td>
<td>$41,290.00</td>
</tr>
<tr>
<td>Adjusted Contract Amount</td>
<td>$6,847,195.00</td>
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TIME:

<table>
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<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Original Contract Completion Date</td>
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<tr>
<td>Previously Approved Completion Extension Days</td>
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<tr>
<td>Completion Days Extension this Change Order</td>
<td>0</td>
</tr>
<tr>
<td>Adjusted Contract Completion Date</td>
<td>December 2018</td>
</tr>
</tbody>
</table>

IT IS AGREED BY THE CONTRACTOR THAT THE AMENDED CONTRACT AMOUNT AND/OR TIME, IF ANY, INCLUDES FULL AND COMPLETE EQUITABLE ADJUSTMENT AND COMPENSATION FOR ALL CONTRACT WORK AND EXTRA WORK PERFORMED ON THE PROJECT INCLUDING BUT NOT LIMITED TO CHANGES, DIFFERING SITE CONDITIONS, SUSPENSIONS, DELAYS, RESCHEDULING, ACCELERATION, IMPACT AND EXTENDED OVERHEAD AS IT RELATES SPECIFICALLY TO ITEMS 5.23 OF THE ATTACHED LISTING. CONTRACTOR HEREBY WAIVES ANY AND ALL RIGHT TO ADDITIONAL COMPENSATION OR TIME ARISING OUT OF THE WORK SPECIFIC TO ITEMS 5.23 OF THE ATTACHED LISTING, AND HEREBY ACKNOWLEDGES AND AGREES THAT THE AMOUNT SHOWN ABOVE CONSTITUTES PAYMENT IN FULL ACCORDING TO THE CONTRACT DOCUMENTS.

EXCEPT TO THE EXTENT THE CONTRACT HAS BEEN MODIFIED BY PREVIOUSLY ISSUED DISTRICT CHANGE ORDERS, AND FURTHER MODIFIED BY THIS CHANGE ORDER, THE CONTRACT REMAINS IN FULL FORCE AND EFFECT.

RIO SCHOOL DISTRICT

By ____________________________
Date __________________________

District Architect; Architecture 4 Education

By ____________________________
Date __________________________

Contractor: Standard Drywall

By ____________________________
Date __________________________

District PMCM; Balfour Beatty Construction

By ____________________________
Date __________________________

PCO to Contract
Rio Bid 0045-015
July 12, 2018

Rob Perkins
Project Manager
Balfour Beatty Construction
300 East Esplanada, Suite 1120
Oxnard, CA 93036

RE: PCC #05.23 Cost for Specialties Package - 5 Tier Metal Lockers

Dear Rob,

We received PCC #05.23 on 6/29/16 and reviewed and against our records. We accept the bid price of $41,209 and recommend RSD Board Approval. Please provide final Change Order for review and signature.

Sincerely,

[Signature]

Rachel Adams, AIA, LEED AP
Managing Principal
Balfour Beatty
Construction

Architecture for Education
41 N Fair Oaks Ave
Pasadena, CA 91103

Attn: Rachel Adams

Subject: Rio STEAM K-8 Campus
Rio School District
Oxnard, CA

Re: Project 0045-015 Rio STEAM K-8 Campus
BP #5 Metal Framing, Drywall and Plaster
Recommendation to Approve BBC PCO #5.23 to Standard Drywall CO#21

June 29, 2018

Dear Ms. Adams,
Please accept this letter as recommendation to request approval for PCO #5.23 to Standard Drywall for added or deleted scope items at the above Project. Scope change to the project is as follows;

Item 1.1 Cost for Specialties Package-5 Tier Metal Lockers
Reason: Proposed cost for the Specialties Package- 5-Tier Metal Lockers in Building D and E
(Not previously bid; this cost is an addition to previously approved PCO 5.14)

Project Cost Update:

Standard Drywall Base Agreement $6,536,000.00
Previous Approved CO's $50,342.00
PCO #5.23 $41,209.00
Total Construction Cost to Date $8,629,551.00

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

Respectfully,

Robert Parks
Project Manager, Balfour Beatty

cc. Dr. Puglisi (Rio School District)
Jesus Muguerza Ibarra, Balfour Beatty
Dennis Kuykendall, Balfour Beatty
June 4, 2018

Rob Perks
Balfour Beatty Construction
300 S. Rapaleno Dr, Suite 1120
Oxnard CA, 93036

Via: Email

CHANGE REQUEST NO. 21

RE: Rio Steam K-8
2999 No. Ventura Rd.
Oxnard CA, 93036

Dear Mr. Perks,

The following scope described below is for the above referenced project.

Scope: Specialties Package-5 tiered Lockers in Buildings D and E not previously quoted due to ambiguity in plans.

TOTAL THIS CHANGE REQUEST: $ 41,209.00

Qualifications:
This request for change order has been priced so that the work contained herein is to be done concurrently with and at the same time as our contracted scope of work. Should the following change order work be performed out of sequence from our normal work, this change request will have to be re-quoted. Escalation fees will be based upon, but not limited to job site conditions and how they may have changed from the time of the original quote, the nature of the delay, and applicable mobilization costs. No work on this change request shall commence until written authorization from the Prime Contractor to SDI is received. Written authorization from the Prime Contractor to SDI shall constitute acceptance by the Owner and added to the Contract of SDI.

This Change Request is valid for ten days.
Additional Time Required for this Change Request is: 0 Days
If you have any questions or require clarification of any sort, please do not hesitate to call.

Sincerely,

Matt Dobkins
Project Manager
Standard Drywell Inc.
Change Estimate Form
RSC STEAM K-4

Date: 6/4/18
Change Description 21
Reference RFI No. 0

Change Description:
Specialties Package-3 tiered Lockers in Buildings D and E not previously quoted due to ambiguity in plans.

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<th>Markup(%)</th>
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<td>0.00%</td>
<td>$41,209.00</td>
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| Subtotal Cost | $0 |
| OHP@ 0.00% | $0 |
| Subtotal Cost + OHP | $0 |
| Sub-Subcontract Costs | $41,209 |
| Subtotal Cost | $41,209 |
| Bond @ 0.00% | $0 |
| Subtotal Cost + Bond | $41,209 |

OCIP Credits | $0 |

Total Request: $41,209

Qualifications:
PROPOSAL

Balbou Beatty / Standard Drywall

Attention: Rob Perks, Matt Dobkins

PROJECT: Rio STEAM K-8 Campus

Enclosed please find our proposal to provide material, labor, and equipment for the above referenced project based on the plans for the Rio STEAM K-8 Campus dated 03/03/2017.

Scope of Work: Building D and Building E

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>5-Tier Metal Lockers</td>
<td></td>
<td></td>
<td>$41,209</td>
</tr>
<tr>
<td>Grand Total</td>
<td></td>
<td></td>
<td>$41,209</td>
</tr>
</tbody>
</table>

Payment & Performance Bond (If Required) ADD 1.1% to Each Base Bid Item

Inclusions:
1. Installation and anchorage of all equipment and accessories associated with this scope of work per the scope inclusions list.
2. All gauged hardware, angles, anchors and brackets required for proper installation of materials is included.
3. Removal of trash debris related to this scope of work to dumpster provided by others.

Exclusions:
1. Dumpsters.
2. Protection for new or existing surfaces.
3. Project specific management Software and usage fee (if any).
4. Payment and Performance Bond

Qualifications:
1. This proposal assumes the use of freight elevator for transportation of materials and manpower.
2. Pricing is subject to 15% increase charge for changes (adds or deducts) made to the base quote after materials have been ordered.
3. Pricing good for 60 days from the date of this proposal.
4. General Contractor and/or Owner to provide safe access and protection as required by Seamless Care for the installation of this scope of work.
5. Manufacturer's standard warranty is included.
6. Insurance coverage; Standard General Liability $1 Million per Occurrence with $2 Million Aggregate.
   Any required coverage in excess of these amounts, if obtainable, will be provided at additional cost.
We appreciate the opportunity to work with you on this project. Please let us know if you need any additional information or if you have any questions.

Seamless CARE, Inc. is a certified Small Business Enterprise.
California Contractor License #658161
DIR #1000007622

Sincerely,

[Signature]

Vincent Capparelli
Project Estimator
Agenda Item Details

Meeting: Jul 25, 2018 - RSD Special Board Meeting
Category: 6. Consent
Subject: 6.18 Change Order with Junior Steel for Scope Changes
Access: Public
Type: Action (Consent)
Fiscal Impact: Yes
Dollar Amount: -22,285.00
Budgeted: Yes
Budget Source: Measure G Funds
Recommended Action: It is recommended that the credit change order with Junior Steel be approved.

Public Content

Speaker:
John Puglis, Ph.D., Superintendent

Rationale:
This credit change order is a change in the scope of work. It is a deductive cost per elimination of perforated panels at Building E, due to coverage in Bid Package #5 for Metal Framing, Drywall and Plaster.

[Change Order with Junior Steel.pdf (527 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/rio/Board.nsf/Private?open&login#
Balfour Beatty
Construction

Rio School District
2500 E Vinyard Ave
Oxnard, CA 93036

Attn: Dr. Puglisi

July 16, 2018

Subject: Rio STEAM K-8 Campus
         Rio School District
         Oxnard, CA

Re: Project 0045-015 Rio STEAM K-8 Campus
    BP #04 Structural Steel
    Recommendation to Approve CC #4.2 Junior Steel

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #4.2 to Junior Steel for added or deleted scope items at the above Project, and as amendment to their contract. Scope change to the project is as follows;

<table>
<thead>
<tr>
<th>POO No.</th>
<th>GC No.</th>
<th>Description</th>
<th>Reason</th>
<th>Cost/Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.4</td>
<td>2</td>
<td>Deductive cost per elimination of perforated panels at Building E</td>
<td>Deductive cost per elimination of perforated panels at Building E, due to coverage in Bid Package #5.</td>
<td>$ (22,285.00)</td>
</tr>
</tbody>
</table>

Total CO #4.2 $ (22,285.00)

Previous Approved CO’s
Original Contract $ 3,062.00
Revised Contract $ 3,317,000.00

Revised Contract $ 3,297,797.00

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

Respectfully,

Robert Parks
Project Manager, Balfour Beatty

cc. Rachel Adams (AIE)
    Jesus Muguerza Ibarra, Balfour Beatty
    Dennis Kuykendall, Balfour Beatty
Rio School District  
Project No 0045-015  
Rio STEAM K-8 Campus  
BP #4 Structural Steel  
Junior Steel

<table>
<thead>
<tr>
<th>PCO No.</th>
<th>GC No.</th>
<th>Description</th>
<th>Reason</th>
<th>Cost/Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.4</td>
<td>2</td>
<td>Deductive cost per elimination of perforated panels at Building E</td>
<td>Deductive cost per elimination of perforated panels at Building E, due to coverage in Bid Package #5.</td>
<td>$ (22,286.00)</td>
</tr>
</tbody>
</table>

Total CO #4.2 $ (22,286.00)  
Previous Approved CO's $ 3,082.00  
Original Contract $ 3,317,000.00  
Revised Contract $ 3,297,717.00
**PROJECT NO:** 0045-015  
**CO 4.2**  
**7-16-18**  
**CO NO:** 4.2  

**PROJECT NAME:** RIO STEAM K-8 CAMPUS  
**CONTRACTOR:** Junior Steel  
**SCOPE OF WORK:** SEE ATTACHED  

**COST:**  
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>$3,317,000.00</td>
</tr>
<tr>
<td>Previous Approved Change Orders</td>
<td>$3,082.00</td>
</tr>
<tr>
<td>This Change Order</td>
<td>($22,286.00)</td>
</tr>
<tr>
<td>Adjusted Contract Amount</td>
<td>$3,297,717.00</td>
</tr>
</tbody>
</table>

**TIME:**  
<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Completion Date</td>
<td>December 2018</td>
</tr>
<tr>
<td>Previously Approved Completion Extension Days</td>
<td>0</td>
</tr>
<tr>
<td>Completion Days Extension this Change Order</td>
<td>0</td>
</tr>
<tr>
<td>Adjusted Contract Completion Date</td>
<td>December 2018</td>
</tr>
</tbody>
</table>

IT IS AGREED BY THE CONTRACTOR THAT THE AMENDED CONTRACT AMOUNT AND/OR TIME, IF ANY, INCLUDES FULL AND COMPLETE EQUITABLE ADJUSTMENT AND COMPENSATION FOR ALL CONTRACT WORK AND EXTRA WORK PERFORMED ON THE PROJECT INCLUDING BUT NOT LIMITED TO CHANGES, DIFFERING SITE CONDITIONS, SUSPENSIONS, DELAYS, RESCHEDULING, ACCELERATION, IMPACT AND EXTENDED OVERHEAD AS IT RELATES SPECIFICALLY TO ITEMS 4.4 OF THE ATTACHED LISTING. CONTRACTOR HEREBY WAIVES ANY AND ALL RIGHT TO ADDITIONAL COMPENSATION OR TIME ARISING OUT OF THE WORK SPECIFIC TO ITEMS 4.4 OF THE ATTACHED LISTING, AND HEREBY ACKNOWLEDGES AND AGREES THAT THE AMOUNT SHOWN ABOVE CONSTITUTES PAYMENT IN FULL ACCORDING TO THE CONTRACT DOCUMENTS.

EXCEPT TO THE EXTENT THE CONTRACT HAS BEEN MODIFIED BY PREVIOUSLY ISSUED DISTRICT CHANGE ORDERS, AND FURTHER MODIFIED BY THIS CHANGE ORDER, THE CONTRACT REMAINS IN FULL FORCE AND EFFECT.

**RIO SCHOOL DISTRICT**  
By ____________________________  
Date ___________________________

**District Architect; Architecture 4 Education**  
By ____________________________  
Date ___________________________

**Contractor: Junior Steel**  
By ____________________________  
Date ___________________________

**District PM/CM; Balfour Beatty Construction**  
By ____________________________  
Date ___________________________

PCO to Contract  
Rio Bld 0045-015
July 15, 2018

Rob Parks
Project Manager
Balfour Beatty Construction
300 East Esplanade, Suite 1120
Oxnard, CA 93036

RE: PCO #04-A Deducted cost due to scope coverage in bid package 5

Dear Rob,

We received Balfour Beatty’s response and clarification of the proposed credit only covers the steel panels because they did not include the stud, insulation, or misc. fabrication of the acoustic treatment. This is acceptable, as noted in our 5/20/18 review A/E can approve proposed credit of ($22,285.30) for RSD Board Approval. Submit final Change Order document for final signature.

Sincerely,

Rachel Adams, AIA, LEED AP
Managing Principal
Hi Rachel,

The 20GA metal track, insulation, gyp, and metal u-edge is in SDI’s scope, and was a part of their DOW. Junior Steel, is providing a credit for the panels only because the panels with covered in (2) bid packages (SDI an JS). SDI be installing the panels as part of their contract scope.

The credit they originally offered was part of an estimate based on initial VE discussions (MOU dated 9-15-17), the final estimate (PCO 4.4 dated 11/20/17) was submitted after the VE scope was refined.

The other values represented in the MOU dated 9\15\17 accurate presented final cost, unless noted as in this case.

If you have any other questions please let me know.

Thanks,

Nadia Estevez, CMIT
Project Engineer | Balfour Beatty
E: nestevez@balfourbeattyus.com | www.balfourbeattyus.com
300 E. Esplanade Drive, #1120, Oxnard, CA 93036
From: Estevez, Nadia <NEstevez@Balfourbeattyus.com>
Sent: Friday, July 13, 2018 8:06 AM
To: Rachel Adams <radams@architecture4e.com>
Cc: Perks, Rob <RPerks@Balfourbeattyus.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>
Subject: RE: Junior Steel PCO 4.4: Deductive cost per elimination of perforated panels at Building E

Hi Rachel,

We wanted to resubmit 4.4 due to the fact that PCO4.4 and PCO4.6 were both submitted for the credit for the elimination of the perforated panels at Building E. PCO4.4 is the correct amount for the credit.

I hope this makes sense, if not I can call you to discuss.

Thanks,

Nadia Estevez, CMIT
Project Engineer | Balfour Beatty
O: 805-983-1558 | C: 661-807-7028 | F: 805-983-7249
E: nestevez@balfourbeattyus.com | www.balfourbeattyus.com
300 E. Esplande Drive, #1120, Oxnard, CA 93036

---

From: Rachel Adams <mailto:radams@architecture4e.com>
Sent: Thursday, July 12, 2018 11:39 PM
To: Estevez, Nadia <NEstevez@Balfourbeattyus.com>
Cc: Perks, Rob <RPerks@Balfourbeattyus.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>
Subject: RE: Junior Steel PCO 4.4: Deductive cost per elimination of perforated panels at Building E

This is the wrong PCO attached — I have A PCO4.4 but I don’t know if it’s this PCO4.4

RACHEL ADAMS, AIA, LEED AP
Managing Principal
ARCHITECTURE FOR EDUCATION
O: 626.358.6868  d: 626.358.2290  c:323.820.6976
www.arch4ed.com

---

From: Estevez, Nadia <NEstevez@Balfourbeattyus.com>
Sent: Friday, June 29, 2018 4:17 PM
To: Rachel Adams <radams@architecture4e.com>
Cc: Perks, Rob <RPerks@Balfourbeattyus.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>
Subject: Junior Steel PCO 4.4: Deductive cost per elimination of perforated panels at Building E

Good Afternoon Rachel,

Attached is Junior Steel’s PCO 4.4 for the credit per elimination of perforated panels at Building E. Originally BBC submitted Junior Steels PCO 4.6 for the same item, however as of now PCO 4.4 supersedes.

Thanks,
May 20, 2018

Rob Parits
Project Manager
Balfour Beatty Construction
300 East Esplanade, Suite 1120
Onond, CA 93036

RE: PCO #04.4 Deducted cost due to scope coverage in bid package 5

Dear Rob,

We received PCO 04.4 on 5/10/18 and reviewed the proposed credit and backup documentation provided by Balfour Beatty. We have the following comments:

1) Other products in the acoustical panel fabrication are not included here – the 20GA metal track, Insulation, gyp, and metal u-edge. We interpret that Junior Steel only included the metal panel and scrim material in their bid package – can Balfour Beatty please review records and confirm.

2) Fully fabricated and installed acoustic panels, per A7.53 and details 1,2,3,4,5,6, are within the bid scope and are to remain in project scope. Accepting this credit does not mean A&E will accept additional costs from a different trade package.

Upon Balfour Beatty scope confirmation A&E can approve proposed credit of ($22,285.00) for RSD Board Approval. Submit final Change Order document for final signature.

Sincerely,

[Signature]

Rachel Adams, AIA, LEED AP
Managing Principal
Architecture for Education
41 N Fair Oaks Ave
Pasadena, CA 91103

Attn: Rachel Adams

Subject: Rio STEAM K-8 Campus
Rio School District
Oxnard, CA

Re: Project 0045-015 Rio STEAM K-8 Campus
BP #4 Structural Steel
Recommendation to Approve PCO #4.4 to Junior Steel

Dear Ms. Adams,

Please accept this letter as recommendation to request approval for PCO #4.4 to Junior Steel for added or deleted scope items at the above Project. Scope change to the project is as follows:

**Item 1.1 Deductive cost per elimination of perforated panels at Building E**

Reason: Deductive cost per elimination of perforated panels at Building E, due to coverage in Bld Package #5.

**Project Cost Update:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Junior Steel Base Agreement</td>
<td>$3,317,000.00</td>
</tr>
<tr>
<td>Previous PCO #4.1</td>
<td>$14,420.00</td>
</tr>
<tr>
<td>Previous PCO #4.2</td>
<td>$8,682.00</td>
</tr>
<tr>
<td>Previous PCO #4.3</td>
<td>$20,580.00</td>
</tr>
<tr>
<td>PCO #4.4</td>
<td>($22,285.00)</td>
</tr>
<tr>
<td>Total Construction Cost to Date</td>
<td>$3,338,377.00</td>
</tr>
</tbody>
</table>

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

Respectfully,

Robert Perks
Project Manager, Balfour Beatty

cc. Kristen Pifko (Rio School District)
Jesús Muguerza Ibarra, Balfour Beatty
Dennis Kuykendall, Balfour Beatty
<table>
<thead>
<tr>
<th>Item No.</th>
<th>BC Tmp.</th>
<th>Description</th>
<th>Reason</th>
<th>Cost/Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td></td>
<td>Deductive cost per elimination of perforated panels at Building E</td>
<td>Deductive cost per elimination of perforated panels at Building E, due to changes in Std Package #6</td>
<td>$ (22,286.00)</td>
</tr>
</tbody>
</table>

Total PCO #4,4  $ (22,286.00)
Previous PCO #4.1  $ 14,420.00
Previous PCO #4.2  $ 8,682.00
Previous PCO #4.3  $ 20,580.00
Original Contract  $ 3,317,000.00
Revised Contract  $ 3,338,377.00
November 20, 2017

Balfour Beatty
300 East Esplanade, Suite#1120
Oxnard, CA 93036

Attention: Dennis Kuykendall

RE: Rio Steam Campus

Change Order Request No.: JSC COR-002
Our Job No.: J5244
Delete Perforated Panels @ Bldg. E

We have reviewed your request and will proceed with the following: Delete ALL perforated metal panels per A7.53 per your request at Bldg. E.

Material:
Perforated Metal (McNichols Quote)
Scrim -24.0 pcs. @ $25.00 per $ (600.00)
Hardware-(Screws) -350.0 pcs. @ $0.50 per $ (175.00)
Tax 9.25% $ (874.78)
Shop Fabrication: -16.0 hrs. @ $78.00 per hr $ (1,248.00)
Field Labor:
Journeyman -48.0 hrs. @ $115.00 per hr $ (5,520.00)
Foreman -24.0 hrs. @ $119.00 per hr $ (2,856.00)
Equipment:
Miss. Equipment -1.0 Lot @ $500.00 Lot $ (500.00)
Field Rigging Truck -24.0 hrs @ $22.50 per hr $ (540.00)
Detailing -8.0 hrs @ $80.00 per hr $ (640.00)
Freight -4.0 hrs @ $120.00 per Load $ (480.00)

Sub Total $ (22,115.83)

0.765% Bond $ (169.19)

Sub Total $ (22,285.01)

Please issue a Change Order in the amount of $ (22,285.01)

This Change Order adds a Schedule Impact of N/A Days

Please indicate your acceptance by signing below. We will not proceed without your approval.

Approval by:

JUNIOR STEEL COMPANY

[signature]

CEO
McNICHOLS® Quality Hole Products

Bill To:
ANVIL STEEL CORP
134 W 168th St
Gardena, CA 90248-2726
Contact: Johnathan Carole
Phone: +1 310 329-2611

Ship To:
ANVIL STEEL CORP
134 W 168th St
GARDENA, CA 90248-2726

Thank you for your inquiry for McNICHOLS® Quality Hole Products. We are pleased to quote as follows:

<table>
<thead>
<tr>
<th>Part Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>171115323B</td>
<td>McNICHOLS® Quality Perforated Metal, Round Hole, Aluminum Type 3003-H14, .032 Gauge, Mill Finish, 1/16&quot; Holes on 1/8&quot; Centers, Staggered Pattern, 23% Open Area, Cut from: Sheet</td>
</tr>
</tbody>
</table>

- 24 at 36.0" width x 96.0" length - random cut, Special Instructions: Making Infill Panels **Infill Panels pieces will be framed on all 4 sides, Waxed mitered and edges ground and flush.**, fabrication: Other, External Processing: - Framing# |
- Tolerance: +/- 1/16 |

<table>
<thead>
<tr>
<th>Qty</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Weight</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>24</td>
<td>LOT</td>
<td>$8,600.13</td>
<td>287</td>
<td></td>
</tr>
</tbody>
</table>

Thank you for choosing McNICHOLS® quality products. You will receive notification when your order has been processed and shipped. If you have any questions or would like to make changes to your order, a McNICHOLS® associate is ready to assist you at 1-800-237-3820. We appreciate your business and look forward to serving you again soon!

Subtotal: $8,600.13
Freight: $161.62
Sales Tax: $0.00
Total: $8,761.75

Page 1 of 2
**Agenda Item Details**

Meeting: Jul 25, 2018 - RSD Special Board Meeting  
Category: 6. Consent  
Subject: 6.19 Approval of change order with JPI Development for a Change in Scope of Work.  
Access: Public  
Type: Action (Consent)  
Fiscal Impact: Yes  
Dollar Amount: 23,562.93  
Budgeted: Yes  
Budget Source: Measure G Funds  
Recommended Action: It is recommended that the change order with JPI Development be approved.

**Public Content**

Speaker:  
John Puglisi, Ph.D., Superintendent

Rationale:  
There are three changes that make up this change order.

- Added cost to install 2 air vacuum lines at station 12-38-34 and station 14-93 on line C per approved City of Oxnard drawings.  
  $20,220.76  

- Added cost to re-route fire riser.  
  $1,951.52

- Added cost to excavate fire line trench to clear 1" of 10" storm drain line.  
  $1,390.55

Total Cost of $23,562.93

[JPI Development Change Order.pdf (3,363 KB)]

**Administrative Content**

**Executive Content**

https://www.boarddocs.com/ca/rio/Board.rsfl/Private?open&login#
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.
Balfour Beatty
Construction

Rio School District
2500 E Vinyard Ave
Oxnard, CA 93036

Attn: Kristen Plikof

Subject: Rio STEAM K-8 Campus
Rio School District
Oxnard, CA

Re: Project 0045-015 Rio STEAM K-8 Campus
BP #17 Fire Sprinklers
Recommendation to Approve CO #17.1 JPI Development

July 13, 2018

Dear Ms. Plikof,

Please accept this letter as recommendation to request approval for CO #17.1 to JPI Development for added or deleted scope items at the above Project, and as amendment to their contract. Scope change to the project is as follows:

<table>
<thead>
<tr>
<th>PCO No.</th>
<th>GC No.</th>
<th>Description</th>
<th>Reason</th>
<th>Cost/Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>17.4</td>
<td>4</td>
<td>Added cost to install (2) 2' air vacuum lines</td>
<td>Proposed cost to install (2) 2' air vacuum lines added at station 12+38.34 and station 14+93 on line C per approved City of Oxnard drawings.</td>
<td>$20,220.76</td>
</tr>
<tr>
<td>17.8</td>
<td>008R2</td>
<td>Added cost to re-route fire riser</td>
<td>Proposed cost to re-route the fire riser per T &amp; M tickets dated 3/1/2018 and 3/5/2018</td>
<td>$1,951.62</td>
</tr>
<tr>
<td>17.8</td>
<td>6</td>
<td>Added cost to excavate fire line trench to clear 1' of 10' storm drain line</td>
<td>Proposed cost to excavate fire line trench to clear 1' from bottom of 10' storm drain to top of fire line and 6' clearance from bottom of So Cal Edison per T&amp;M dated 2/21/18</td>
<td>$1,390.55</td>
</tr>
</tbody>
</table>

Total CO #17.1
Original Contract $1,184,000.00
Revised Contract $1,207,562.93

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

Respectfully,

Robert Parks
Project Manager, Balfour Beatty

cc. Rachel Adams (A4E)
    Jesus Muguerza Ibarra, Balfour Beatty
    Dennis Kuykendall, Balfour Beatty
### Rio School District

**Project No**: 0045-015  
**Rio STEAM K-8 Campus**  
**BP #17 Fire Sprinkler**  
**JPI Development**

<table>
<thead>
<tr>
<th>PCO No.</th>
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<td>4</td>
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<td>Proposed cost to install (2) 2&quot; air vacuum lines added at station 12+38.34 and station 14+33 on line C per approved City of Oxnard drawings.</td>
<td>$20,226.79</td>
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<tr>
<td>17.6</td>
<td>006RC</td>
<td>Added cost to re-route fire riser</td>
<td>Proposed cost to re-route the fire riser per M &amp; M tickets dated 3/1/2016 and 3/2/2016</td>
<td>$1,245.92</td>
</tr>
<tr>
<td>17.8</td>
<td>8</td>
<td>Added cost to excavate fire line trench to clear 1' of 13&quot; storm drain line</td>
<td>Proposed cost to excavate fire line trench to clear 1' from bottom of 10&quot; storm drain to top of fire line and 6&quot; clearance from bottom of So Cal Edison per M &amp; M dated 2/21/16</td>
<td>$1,966.55</td>
</tr>
</tbody>
</table>

**Total CO #17.1**  
$23,562.23

**Original Contract**  
$1,184,000.00

**Revised Contract**  
$1,207,562.23
**Rio School District**  
2500 E. Vineyard Ave, Suite 1-100  
Oxnard, Ca 93036

**CO 17.1**  
7-13-18

PROJECT NO: 0045-015

**PROJECT NAME:** RIO STEAM K-8 CAMPUS

**CONTRACTOR:** JPI Development

**SCOPE OF WORK:** SEE ATTACHED

<table>
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<tr>
<th>COST:</th>
<th></th>
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<tbody>
<tr>
<td>Original Contract Amount</td>
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<tr>
<td>Previous Approved Change Orders</td>
<td>$ 0.00</td>
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<tr>
<td>This Change Order</td>
<td>$ 23,562.93</td>
</tr>
<tr>
<td>Adjusted Contract Amount</td>
<td>$1,207,562.93</td>
</tr>
</tbody>
</table>

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<tr>
<th>TIME:</th>
<th></th>
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<tbody>
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<td>Original Contract Completion Date</td>
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</tr>
<tr>
<td>Previously Approved Completion Extension Days</td>
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</tbody>
</table>

IT IS AGREED BY THE CONTRACTOR THAT THE AMENDED CONTRACT AMOUNT AND/OR TIME, IF ANY, INCLUDES FULL AND COMPLETE EQUITABLE ADJUSTMENT AND COMPENSATION FOR ALL CONTRACT WORK AND EXTRA WORK PERFORMED ON THE PROJECT INCLUDING BUT NOT LIMITED TO CHANGES, DIFFERING SITE CONDITIONS, SUSPENSIONS, DELAYS, RESCHEDULING, ACCELERATION, IMPACT AND EXTENDED OVERHEAD AS IT RELATES SPECIFICALLY TO ITEMS 17.1 OF THE ATTACHED LISTING. CONTRACTOR HEREBY WAIVES ANY AND ALL RIGHT TO ADDITIONAL COMPENSATION OR TIME ARISING OUT OF THE WORK SPECIFIC TO ITEMS 17.1 OF THE ATTACHED LISTING, AND HEREBY ACKNOWLEDGES AND AGREES THAT THE AMOUNT SHOWN ABOVE CONSTITUTES PAYMENT IN FULL ACCORDING TO THE CONTRACT DOCUMENTS.

EXCEPT TO THE EXTENT THE CONTRACT HAS BEEN MODIFIED BY PREVIOUSLY ISSUED DISTRICT CHANGE ORDERS, AND FURTHER MODIFIED BY THIS CHANGE ORDER, THE CONTRACT REMAINS IN FULL FORCE AND EFFECT.

**RIO SCHOOL DISTRICT**

By:  
Date:

District Architect; Architecture 4 Education

By:  
Date:

**Contractor: JPI Development**

By:  
Date:

District PM/CM; Balfour Beatty Construction

By:  
Date:
July 12, 2018

Rob Parks
Project Manager
Balfour Beatty Construction
300 East Exposition, Suite 1120
Oxnard, CA 93036

RE: PCO #174 Added cost to install air vacuum line.

Dear Rob,

We have received PCO #174 on 6/20/18 though we did discuss previously and have the following comments:

1) We accept entitlement for the additional cost, and accept Balfour Beatty's validation of additional cost.
2) The documentation is submitted for our review after construction is completed, and documentation needs to be included in the final Change Order Documentation.

We can accept the proposed cost of $20,230.76 and recommend RSD Board Approval. Please forward us a final CO with requested information such as daily labor tags, receipt, and/or Balfour Beatty's written confirmation, for final review and signature.

Sincerely,

Rachel Adams, AIA, LEED AP
Managing Principal
Balfour Beatty
Construction

Architecture 4 Education
41 N Fair Oaks Ave
Pasadena, CA 91103

Attri; Rachel Adams

Subject: Rio STEAM K-8 Campus
         Rio School District
         Oxnard, CA

Re: Project 0045-015 Rio STEAM K-8 Campus
    BP #17 Fire Sprinkler
    Recommendation to Approve BBC PCO #17.4 JPI Development CO#04

Dear Ms. Adams,

Please accept this letter as recommendation to request approval for PCO #17.4 to JPI Development for added or deleted scope items at the above Project. Scope change to the project is as follows;

<table>
<thead>
<tr>
<th>Item 1.1</th>
<th>Added cost to install (2) 2&quot; air vacuum lines</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reason;</td>
<td>Proposed cost to install (2) 2&quot; air vacuum lines added at station 12+38.34 and station 14+93 on line C per approved City of Oxnard drawings.</td>
</tr>
</tbody>
</table>

Project Cost Update:

| JPI Development Base Agreement | $1,184,000.00 |
| PCO #17.4 | $20,220.76 |
| Previous Approved CO | $0.00 |
| Total Construction Cost to Date | $1,204,220.76 |

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

Respectfully,

Robert Parks
Project Manager, Balfour Beatty

cc. Dr. Puglisi (Rio School District) Jesus
    Muguerza Ibarra, Balfour Beatty
    Dennis Kuykendall, Balfour Beatty
DATE: 1/18/2018

Ealfour Beatty
Ray Purcell

VIA EMAIL
# PAGES 2

RE: Rio Steam K-8 School
Subject: Additional cost to install 2' air vacuums added at station 12+38.34 and station 14+93 on line C per approved City of Oxnard drawings.

Dear Mr. Purcell,

Our quoted price for the referenced change is as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Added Cost</td>
<td>$17,409.18</td>
</tr>
<tr>
<td>Overhead &amp; Profit</td>
<td>$2,011.38</td>
</tr>
<tr>
<td>Sub Total</td>
<td>$20,200.56</td>
</tr>
<tr>
<td>Bond</td>
<td>$200.21</td>
</tr>
<tr>
<td><strong>TOTAL CHANGE TO CONTRACT</strong></td>
<td><strong>$20,220.76</strong></td>
</tr>
</tbody>
</table>

Schedule Activities Impacted:

Additional time required: 3 Day/Days

This change proposal is based on the usual cost elements such as labor, material, and markup and does not include any amount for impact such as interference, rescheduling, change in the sequence of work, delays and/or associated acceleration. We expressly reserve the right to submit our request for any other items should we be faced with performing work under any of these conditions. This cost proposal supersedes all previously submitted cost proposal relating to the same work. The work of other trades which may be required to complete this change order is not part of this change order proposal. This quote is valid for 30 calendar days from the above date and void thereafter. All work affected by either the acceptance or rejection of the enclosed change order quotation is on hold pending notification.

Sincerely,

Janet Riedesel
Janet Riedesel
JPi Development Group, Inc.
### JPI DEVELOPMENT GROUP, INC
CONTRACTORS LICENSE #776830
PHONE (951) 973-7880 FAX (951) 973-7690

January 18, 2018

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>MATERIAL</th>
<th>TOTAL</th>
<th>LABOR</th>
<th>EQUIPMENT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>HR'S</td>
<td>AMT</td>
<td>UNIT</td>
<td>COST</td>
<td>UNIT</td>
<td>COST</td>
</tr>
<tr>
<td>8X2 SERVICE SADDLE</td>
<td>2</td>
<td>EA. $199.89</td>
<td>$399.78</td>
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<td>$0.00</td>
<td>$0.00</td>
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<td>2&quot; CORP STOP</td>
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<td>EA. $286.12</td>
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<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>2&quot; COPPER PIPE</td>
<td>40</td>
<td>LF. $21.26</td>
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<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>2&quot; COPPER 90</td>
<td>2</td>
<td>EA. $15.13</td>
<td>$30.26</td>
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<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>2&quot; COPPER MIP ADPT.</td>
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<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>2X2 BRASS THREADED TEE</td>
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<td>$0.00</td>
<td>$0.00</td>
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<td>2X3 BRASS NIPPLE</td>
<td>6</td>
<td>EA. $19.50</td>
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<td>$0.00</td>
<td>$0.00</td>
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<td>2&quot; BALL VALVE</td>
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<td>$1,034.80</td>
<td>0</td>
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<td>$0.00</td>
</tr>
<tr>
<td>2&quot; AIR VACUUM W/ TEST</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DRAIN VALVE</td>
<td>2</td>
<td>EA. $1,893.33</td>
<td>$3,386.66</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>2&quot; ST 90</td>
<td>4</td>
<td>EA. $86.18</td>
<td>$344.72</td>
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<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>2X2-1/2&quot; INCREASER</td>
<td>2</td>
<td>EA. $78.08</td>
<td>$156.16</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>2-1/2&quot; IPT X 2-1/2&quot; FIRE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HOSE ADPT.</td>
<td>2</td>
<td>EA. $32.50</td>
<td>$65.00</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>AIR VAC ENCLOSURE</td>
<td>2</td>
<td>EA. $1,483.41</td>
<td>$2,966.82</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>2&quot; POLY SLEEVE</td>
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<td>FT $0.17</td>
<td>$6.60</td>
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<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>CONCRETE</td>
<td>1</td>
<td>YDS $400.00</td>
<td>$400.00</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>SAND BACKFILL</td>
<td>5</td>
<td>TONS $25.00</td>
<td>$125.00</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>SERVICE TRUCK/TOOLS</td>
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<td>HRS</td>
<td>$0.00</td>
<td>0</td>
<td>$0.00</td>
<td>25.00</td>
</tr>
<tr>
<td>WATER TRUCK</td>
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<td>HRS</td>
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<td>0</td>
<td>$0.00</td>
<td>69.00</td>
</tr>
<tr>
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<td>HRS</td>
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<td>0</td>
<td>$0.00</td>
<td>75.00</td>
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<td>1</td>
<td>DAY</td>
<td>$0.00</td>
<td>0</td>
<td>$0.00</td>
<td>300.00</td>
</tr>
<tr>
<td>OPERATOR</td>
<td>8</td>
<td>DAY</td>
<td>$0.00</td>
<td>8</td>
<td>$869.76</td>
<td>0.00</td>
</tr>
<tr>
<td>PIPE LAYER</td>
<td>8</td>
<td>DAY</td>
<td>$0.00</td>
<td>16</td>
<td>$1,094.08</td>
<td>0.00</td>
</tr>
<tr>
<td>APPRENTICE</td>
<td>8</td>
<td>DAY</td>
<td>$0.00</td>
<td>16</td>
<td>$1,113.28</td>
<td>0.00</td>
</tr>
<tr>
<td>FOREMAN</td>
<td>8</td>
<td>DAY</td>
<td>$0.00</td>
<td>8</td>
<td>$704.40</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**SUBTOTAL BEFORE TAX**         $11,273.76  $3,581.52  $1,652.00  $16,507.28

**SALES TAX @ 8%**               $901.90

**SUBTOTAL AFTER TAX**           $12,175.66  $4,583.52  $1,652.00  $18,363.18

**TOTAL HOURS**                  48

**DIVIDE BY THREE MAN CREW (24 HRS/DAY)** 2

**DIVIDE BY FIVE WORK DAYS TIMES SEVEN CAL. DAYS** 3

**SUBTOTAL** $3,581.52

**MATERIAL & TAXES @ 8%** $12,175.66

**EQUIPMENT** $1,652.00

**SUBTOTAL** $17,409.18
July 12, 2018

Rob Perks
Project Manager
Balfour Beatty Construction
300 East Esplanade, Suite 1120
Oxnard, CA 93036

RE: PCO #17.8 Added cost to re-route fire line

Dear Rob,

We have received PCO #17.8/20/18 though we did discuss previously. With the backup documentation provided, and the validation of Balfour Beatty, we can accept the proposed cost of $1,651.62 and recommend RSD Board approval. Please forward us a final CO for review and signature.

Sincerely,

Rachel Adams, AIA, LEED AP
Managing Principal
Subject: Rio STEAM K-8 Campus  
Rio School District  
Ontario, CA

Re: Project 0045-016 Rio STEAM K-8 Campus  
BP #17 Fire Sprinkler  
Recommendation to Approve BBC PCO #17.6 JPI Development CO#06R2

Dear Ms. Adams,

Please accept this letter as recommendation to request approval for PCO #17.6 to JPI Development for added or deleted scope items at the above Project. Scope change to the project is as follows:

<table>
<thead>
<tr>
<th>Item 1.1</th>
<th>Added cost to re-route fire riser</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reason:</td>
<td>Proposed cost to re-route the fire riser per T &amp; M tickets dated 3/1/2018 and 3/6/2018</td>
</tr>
</tbody>
</table>

**Project Cost Update:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>JPI Development Base Agreement</td>
<td>$1,184,000.00</td>
</tr>
<tr>
<td>PCO #17.6</td>
<td>$1,881.62</td>
</tr>
<tr>
<td>Previous Approved CO</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Construction Cost to Date</td>
<td>$1,185,881.62</td>
</tr>
</tbody>
</table>

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

Respectfully,

Robert Perks  
Project Manager, Balfour Beatty

cc. Dr. Pugital (Rio School District)  
Muguerza Ibarra, Balfour Beatty  
Dennis Kuykendall, Balfour Beatty
DATE: 3/9/2018 Revised 5/11/18

Balfour Beatty
Ray Purcell

VIA EMAIL
# PAGES
2

RE: Rio Steam K-8 School
Subject: Additional costs to re-route fire riser per drawing provided and T & M tickets dated 3/1/18, and 3/8/18.

Dear Mr. Purcell,

Our quoted price for the referenced change is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Added Cost</td>
<td>$1,880.28</td>
</tr>
<tr>
<td>Overhead &amp; Profit</td>
<td>15%</td>
</tr>
<tr>
<td>Sub Total</td>
<td>$1,932.30</td>
</tr>
<tr>
<td>Bond</td>
<td>1.0%</td>
</tr>
<tr>
<td>TOTAL CHANGE TO CONTRACT</td>
<td>$1,981.82</td>
</tr>
</tbody>
</table>

Schedule Activitise impacted:

Additional time required: 0 Day/Days

This change proposal is based on the usual cost elements such as labor, material, and markup and does not include any amount for impact such as interference, rescheduling, change in the sequence of work, delays and/or associated acceleration. We expressly reserve the right to submit our request for any other items should we be faced with performing work under any of these conditions. This cost proposal supersedes all previously submitted cost proposal relating to this same work. The work of other trades which may be required to complete this change order is not part of this change order proposal. This quote is valid for 30 calendar days from the above date and void thereafter. All work affected by either the acceptance or rejection of the enclosed change order quotation is on hold pending notification.

Sincerely,

Janet Riedesel
JPI Development Group, Inc.
## BREAKDOWN

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>MATERIAL</th>
<th>TOTAL COST</th>
<th>LABOR COST</th>
<th>EQUIPMENT COST</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>HRS</td>
<td>AMT</td>
<td>UNIT</td>
<td>COST</td>
<td>UNIT</td>
<td>COST</td>
</tr>
<tr>
<td>4&quot;X2'-6&quot; SPOOL</td>
<td>2</td>
<td>EA</td>
<td>$351.22</td>
<td>$702.44</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>4&quot; SS BOLT KITS</td>
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<td>EA</td>
<td>$89.00</td>
<td>$138.00</td>
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<td>$0.00</td>
</tr>
<tr>
<td>4&quot; GASKETS</td>
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<td>$8.00</td>
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<td>$0.00</td>
</tr>
<tr>
<td>BACKHOE</td>
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<td>HRS</td>
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<td>SERVICE TRUCK &amp; TOOLS</td>
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<td>$0.00</td>
<td>25.00</td>
<td>$62.50</td>
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<tr>
<td>OPERATOR</td>
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<td>DAY</td>
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<td>2.5</td>
<td>$209.30</td>
<td>$0.00</td>
</tr>
<tr>
<td>APPRENTICE</td>
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<td>DAY</td>
<td>$0.00</td>
<td>2.5</td>
<td>$173.95</td>
<td>$0.00</td>
</tr>
<tr>
<td>FOREMAN</td>
<td>2.5</td>
<td>DAY</td>
<td>$0.00</td>
<td>2.5</td>
<td>$220.13</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**SUBTOTAL BEFORE TAX**
- $852.44
- $803.38
- $156.25
- $1,812.07

**SALES TAX @ 8%**
- $68.20

**SUBTOTAL AFTER TAX**
- $920.64
- $803.38
- $156.25
- $1,880.28

**TOTAL HOURS** 8

DIVIDE BY THREE MAN CREW (24 HRS/DAY) 0
DIVIDE BY FIVE WORK DAYS TIMES SEVEN CAL. DAYS 0

SUBTOTAL MATERIAL & TAXES @ 8% $920.64
EQUIPMENT $156.25
SUBTOTAL $1,880.28
<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Material Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/12/02</td>
<td>Due to contact with Bossier Oil &amp; Gas line company, work as agreed. Happened on site and approved by the client.</td>
<td></td>
</tr>
</tbody>
</table>

Material: Drilled out 1" 8" drain and 8" 50 ft. galvanized pipe had to be used instead to put backflow at correct elevation.
July 12, 2018

Rob Parks
Project Manager
Bellcour Beatty Construction
300 East Esplanade, Suite 1120
Oxnard, CA 93036

RE: PCO #17.8 Added cost to excavate fire line trench

Dear Rob,

We have received PCO #17.8 on 8/20/18 though we did discuss previously. With the backup documentation provided, and the validation of Bellcour Beatty, we can accept the proposed cost of $1,360.55 and recommend RSD Board approval. Please forward us a final CO for review and signature.

Sincerely,

Rachel Adams, AIA, LEED AP
Managing Principal
May 24, 2018

Attn: Rachel Adams

Subject: RIo STEAM K-8 Campus
    RIo School District
    Oxnard, CA

Re: Project 0045-015 RIo STEAM K-8 Campus
    BP #17 Fire Sprinkler
    Recommendation to Approve BBC PCO #17.8 JPI Development CO#8

Dear Ms. Adams,

Please accept this letter as recommendation to request approval for PCO #17.8 to JPI Development for added or deleted scope items at the above Project. Scope change to the project is as follows:

Item 1.1
    Added cost to excavate fire line trench to clear 1' of 10' storm drain line
    Reason: Proposed cost to excavate fire line trench to clear 1' from bottom of 10' storm drain to top of fire line and 6' clearance from bottom of So Cal Edison per TAM dated 2/21/18

Project Cost Update:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>JPI Development Base Agreement</td>
<td>$1,164,000.00</td>
</tr>
<tr>
<td>PCO #17.8</td>
<td>$1,390.55</td>
</tr>
<tr>
<td>Previous Approved CO</td>
<td>$9.00</td>
</tr>
<tr>
<td>Total Construction Cost to Date</td>
<td>$1,185,390.55</td>
</tr>
</tbody>
</table>

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

Respectfully,

Robert Parks
Project Manager, Balfour Beatty

cc. Dr. Fugliel (RIO School District) Jesus
    Muguerza Ibarra, Balfour Beatty
    Dennis Kuykendall, Balfour Beatty
DATE: 3/14/2018

Barbour Beatty
Ray Purcell

VIA EMAIL
# PAGES 2

RE: Rio Steam K-8 School
Subject: Additional costs to excavate fire line trench to clear 1' from bottom of 10" storm drain to top of fire and 6" clearance from bottom of So Cal Edison to top of fire per T&M dated 2/21/18

Dear Mr. Purcell,

Our quoted price for the referenced change is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Added Cost</td>
<td>$1,197.20</td>
</tr>
<tr>
<td>Overhead &amp; Profit</td>
<td>15% $179.08</td>
</tr>
<tr>
<td>Sub Total</td>
<td>$1,376.78</td>
</tr>
<tr>
<td>Bond</td>
<td>1.0% $13.77</td>
</tr>
<tr>
<td><strong>TOTAL CHANGE TO CONTRACT</strong></td>
<td><strong>$1,390.55</strong></td>
</tr>
</tbody>
</table>

Schedule Activities Impacted:

Additional time required: 1 Day/Days

This change proposal is based on the usual cost elements such as labor, material, and markup and does not include any amount for impact such as interference, rescheduling, change in the sequence of work, delays and/or associated acceleration. We expressly reserve the right to submit our request for any other items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposal relating to this same work. The work of other trades which may be required to complete this change order is not part of this change order proposal. This quote is valid for 30 calendar days from the above date and void thereafter. All work affected by either the acceptance or rejection of the enclosed change order quotation is on hold pending notification.

Sincerely,

Janet Riedesel
JPI Development Group, Inc.
### March 14, 2018

#### Breakdown

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>MATERIAL</th>
<th>TOTAL</th>
<th>LABOR</th>
<th>EQUIPMENT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>HR'S</td>
<td>AMT</td>
<td>UNIT</td>
<td>COST</td>
<td>HOURS</td>
<td>COST</td>
</tr>
<tr>
<td>BACKHOE</td>
<td>4.5</td>
<td>HRS</td>
<td>-</td>
<td>$0.00</td>
<td>0</td>
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<td>1</td>
<td>DAY</td>
<td>-</td>
<td>0.00</td>
<td>4.5</td>
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<tr>
<td>APPRENTICE</td>
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<td>4.5</td>
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<td>FOREMAN</td>
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<td>1</td>
<td>DAY</td>
<td>-</td>
<td>$0.00</td>
<td>2</td>
</tr>
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</table>

**Subtotal Before Tax**

- $0.00
- $865.95
- $331.25
- $1,197.20

**Sales Tax @ 8%**

- $0.00

**Subtotal After Tax**

- $0.00
- 11
- $865.95
- $331.25
- $1,197.20

**Total Hours** 11

**Divide by Three Man Crew (24 Hrs/Day) 0**

**Divide by Five Work Days Times Seven Galaxy Days 1**

**Subtotal** $865.95

**Material & Taxes @ 8%** $0.00

**Equipment** $331.25

**Subtotal** $1,197.20
Agenda Item Details

Meeting: Jul 25, 2018 - RSD Special Board Meeting
Category: 6. Consent
Subject: 6.20 Approval of Change Order with RAN Enterprises for a change in the scope of work.
Access: Public
Type: Action (Consent)
Fiscal Impact: Yes
Dollar Amount: 3,784.13
Budgeted: Yes
Budget Source: Measure G Funds
Recommended Action: It is recommended that the change order with RAN Enterprises be approved.

Public Content

Speaker:
John Puglisi, Ph.D., Superintendent

Rationale:
This change order is for two changes to the scope of work:

- Added cost to modify the register configuration to fit the soffit condition to modify the duct penetration sizes, grilles, wire dampers, and duct sizes. The contractor added 4 more labor hours for this change.
  $3,417.71

- Added cost to install 2 exhaust fan curbs in Building B for EF-B6 and B-12. Wooden curbs were installed per field direction.
  $366.42

Total: $3,784.13

Administrative Content

RAN Enterprises Change Order.pdf (1,143 KB)

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.
Balfour Beatty
Construction

Rio School District
2500 E Vineyard Ave
Oxnard, CA 93036

Attn: Dr. Puglisi

July 13, 2018

Subject: Rio STEAM K-8 Campus
Rio School District
Oxnard, CA

Re: Project 0045-015 Rio STEAM K-8 Campus
BP #19 HVAC
Recommendation to Approve CO #19.2 RAN Enterprises

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #19.2 to RAN Enterprises for added or deleted scope items at the above Project, and as amendment to their contract. Scope change to the project is as follows:

<table>
<thead>
<tr>
<th>NO.</th>
<th>Description</th>
<th>Reason</th>
<th>Cost/Credit</th>
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</thead>
<tbody>
<tr>
<td>19.10R2</td>
<td>2nd REVISION Added cost per RFI #0352-Bldg A Workroom Soffit Conflicts</td>
<td>Proposed added cost to per the modification of the register configuration to fit the soffit condition to modify the duct penetration sizes, grilles, wire dampers, and duct sizes. The contractor added 4 more labor hours via T&amp;M ticket dated 5/21/2018.</td>
<td>$ 3,417.71</td>
</tr>
<tr>
<td>19.19</td>
<td>Added cost to install two exhaust fans curbs in Building B for EF B6 and B12</td>
<td>Proposed added cost to install (2) exhaust fan curbs in Bldg. B for EF-B6 and B12. Wooden curbs were installed per field direction by others.</td>
<td>$ 358.42</td>
</tr>
</tbody>
</table>

Total CO #19.2 $ 3,784.13
Previous Approved CO's $ 24,479.51
Original Contract $ 1,648,000.00
Revised Contract $ 1,676,783.64

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

Respectfully,

Robert Parks
Project Manager, Balfour Beatty

cc. Rachel Adams (AME)
Jesus Muguerza Ibarra, Balfour Beatty
Dennis Kuykendall, Balfour Beatty
<table>
<thead>
<tr>
<th>PCO No.</th>
<th>GC No.</th>
<th>Description</th>
<th>Reason</th>
<th>Cost/Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>19.10R2</td>
<td>12R2</td>
<td>2nd REVISION Added cost per RFI #0352-Bldg A Workroom &amp; Wall Conflict</td>
<td>Proposed added cost to per the modification of the register configuration to fit the soffit condition to modify the duct penetration elbows, grilles, wire dampers, and duct alone. The contractor added 4 more labor hours via T&amp;M ticket dated 9/21/16.</td>
<td>$3,417.71</td>
</tr>
<tr>
<td>19.19</td>
<td>19</td>
<td>Added cost to Install (2) Exhaust Fans curbs in Building 8 for EF B8 and B12</td>
<td>Proposed added cost to Install (2) exhaust fan curbs in Bldg. 8 for EF-B8 and B12. Wooden curbs were installed per field direction by others.</td>
<td>$388.62</td>
</tr>
</tbody>
</table>

Total CO #19.2

- Previous Approved CO's: $24,478.51
- Original Contract: $1,648,000.00
- Revised Contract: $1,676,233.64
Rio School District
2500 E. Vineyard Ave, Suite 1-100
Oxnard, CA 93036

CO 19.2
7-13-18

CO NO: 19.2

PROJECT NO: 0045-015

PROJECT NAME: RIO STEAM K-8 CAMPUS

CONTRACTOR: RAN Enterprises

SCOPE OF WORK: SEE ATTACHED

COST:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>$1,648,000.00</td>
</tr>
<tr>
<td>Previously Approved Change Orders</td>
<td>$24,479.51</td>
</tr>
<tr>
<td>This Change Order</td>
<td>$3,784.13</td>
</tr>
<tr>
<td>Adjusted Contract Amount</td>
<td>$1,676,263.64</td>
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TIME:

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Original Contract Completion Date</td>
<td>December 2018</td>
</tr>
<tr>
<td>Previously Approved Completion Extension Days</td>
<td>0</td>
</tr>
<tr>
<td>Completion Days Extension this Change Order</td>
<td>0</td>
</tr>
<tr>
<td>Adjusted Contract Completion Date</td>
<td>December 2018</td>
</tr>
</tbody>
</table>

IT IS AGREED BY THE CONTRACTOR THAT THE AMENDED CONTRACT AMOUNT AND/OR TIME, IF ANY, INCLUDES FULL AND COMPLETE EQUITABLE ADJUSTMENT AND COMPENSATION FOR ALL CONTRACT WORK AND EXTRA WORK PERFORMED ON THE PROJECT INCLUDING BUT NOT LIMITED TO CHANGES, DIFFERING SITE CONDITIONS, SUSPENSIONS, DELAYS, RESCHEDULING, ACCELERATION, IMPACT AND EXTENDED OVERHEAD AS IT RELATES SPECIFICALLY TO ITEMS 19.10R2, 19.19 OF THE ATTACHED LISTING. CONTRACTOR HEREBY WAIVES ANY AND ALL RIGHT TO ADDITIONAL COMPENSATION OR TIME ARISING OUT OF THE WORK SPECIFIC TO ITEMS 19.10R2, 19.19 OF THE ATTACHED LISTING, AND HEREBY ACKNOWLEDGES AND AGREES THAT THE AMOUNT SHOWN ABOVE CONSTITUTES PAYMENT IN FULL ACCORDING TO THE CONTRACT DOCUMENTS.

EXCEPT TO THE EXTENT THE CONTRACT HAS BEEN MODIFIED BY PREVIOUSLY ISSUED DISTRICT CHANGE ORDERS, AND FURTHER MODIFIED BY THIS CHANGE ORDER, THE CONTRACT REMAINS IN FULL FORCE AND EFFECT.

RIO SCHOOL DISTRICT

By ____________________________
Date ____________________________

District Architect; Architecture 4 Education

By ____________________________
Date ____________________________

Contractor: RAN Enterprises

By ____________________________
Date ____________________________

District PM/CM; Balfour Beatty Construction

By ____________________________
Date ____________________________

PCO to Contract
Rio Bld 0045-015
July 12, 2018

Rob Perla
Project Manager
Balfour Beatty Construction
300 East Esplanade, Suite 1120
Oxnard, CA 93036

RE: PCO #19.10R Added cost to modify Bldg A ducts

Dear Rob,

We have received PCO #19.10R on 6/29/18 and don’t accept the revised, and increased, costs the contractor has resubmitted. We recommend proceeding with the previously recommended value of $3,417.71 for RSD Board Approval and finalize a unilateral Change Order for review and signature.

Sincerely,

Rachel Adams, AIA, LEED AP
Managing Principal
Architecture & Education
41 N Fair Oaks Ave
Pasadena, CA 91103

Attn: Rachel Adams

Subject: Rio STEAM K-8 Campus
 Rio School District
 Oxnard, CA

Re: Project 0045-015 Rio STEAM K-8 Campus
 BP #19 HVAC
 Recommendation to Approve PCO #19.10R2 to RAN Enterprises

Dear Ms. Adams,

Please accept this letter as recommendation to request approval for PCO #19.10R2 to RAN Enterprises for added or deleted scope items at the above Project. Scope change to the project is as follows;

Item 1.1 2nd REVISION Added cost per RFI #0352-Bldg A Workroom Soffit Conflict
Reason: Proposed added cost to per the modification of the register configuration to fit the soffit condition to modify the duct penetration sizes, grilles, wire dampers, and duct sizes. The contractor added 4 more labor hours via T&M ticket dated 5/21/2018.

Project Cost Update:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>RAN Enterprises Base Agreement</td>
<td>$1,648,000.00</td>
</tr>
<tr>
<td>PCO #19.10</td>
<td></td>
</tr>
<tr>
<td>Total Construction Cost to Date</td>
<td>$1,668,341.50</td>
</tr>
</tbody>
</table>

A4E approved $3,417.71 of the $8,341.52

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

Respectfully,

Robert Parks
Project Manager, Balfour Beatty

cc. Dr. Puglisi (Rio School District)
    Jesus Muguerza Ibarra, Balfour Beatty
    Dennis Kuykendall, Balfour Beatty
June 12th, 2018

Rob Perks  
Project Manager  
Rio School District  
Balfour Beatty Construction  
300 Esplanade, Suite 1120  
Oxnard, CA 93036

Project: Rio STEAM Academy BP # 19 - Heating Ventilation and Air Conditioning

Subject: District response to PCO # 19.10 added cost per COR #12R1 RFI #352 Bldg A Workroom Soffit (revised 1)

Dear Mr. Perks,

RAN is in receipt of the District’s response to RAN’s COR #12R1 for the added costs per RFI #352 at Bldg. A.

The letter states “We do not accept entitlement for remobilization”. RAN disagrees with the District position regarding the remobilization costs. RAN was already working in Bldg. A and we had to demobilize from the jobsite after the work was completed in building A and we have informed the District of the demobilization ahead of time and the District failed to provide any directives or responses on time. This added work to the construction documents could have been installed while RAN was already in the same area working on the other units in bldg. A and we had already delivered all material to the area of the work, lifts, tools, etc... until we were stopped by the District and had to demobilize, then we had to come back another time to bring the material back to the container, then remobilize to another area in order to perform work. Now we had to remobilize again to the area in question with the new material, dampers, deliveries, etc... and therefore, this is all added costs that RAN is not responsible for due to the added work to the construction documents. Therefore, the 39 hours are correct and need to be paid by the District to the added costs that RAN sustained for this added work.

Furthermore, after auditing the change order logs we noticed that time ticket dated 5-21-2018 for 4 hours was not added to COR #12R1 since it was missed. Please find attached COR #12R2 to include the time ticket for 5-21-2018. We dispute the District’s decision regarding the remobilization and wasted time. This change order should be paid in full. Otherwise, provide approval for the amount you deem fit, and the remainder of the disputed amount will remain on the job.

Please find attached COR #12 Revised 2 per the District’s directive to proceed with the work based on time and material for the added work to the construction documents. Please provide payment for this added work to the construction documents immediately as the work has already occurred already and needs to be paid per the law.
Respectfully,

Thierry Abinader
Treasurer/Manager
RAN Enterprises, Inc.
**Rio Steam K-8 - BP #19 HVAC**

**COR) CHANGE ORDER REQUEST # 12R2**

<table>
<thead>
<tr>
<th>Owner Name:</th>
<th>Rio School District</th>
<th>Date:</th>
<th>4/9/2018</th>
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<tbody>
<tr>
<td>Project Description:</td>
<td>Rio Steam Academy BP-19 HVAC</td>
<td>P. Purchase #:</td>
<td></td>
</tr>
<tr>
<td>Architect/Engineer:</td>
<td>Architecture for Education</td>
<td>Attn:</td>
<td>Rob Parks</td>
</tr>
<tr>
<td>From (Contractor):</td>
<td>Ren Enterprises Inc</td>
<td>Initiator:</td>
<td>Thierry Abnader</td>
</tr>
</tbody>
</table>

The following is an itemized quotation regarding proposed modifications to the contract documents:

Per the District’s response to RFI #352 which has modified the construction documents and work already installed and in place. Please find attached the cost associated with the added work as described in the RFI response which has modified the duct penetration sizes, grilles, wire dampers, and duct sizes.

Please provide your approval and directive immediately in order to proceed and order the long lead time material and proceed with the work accordingly.

**Revised 12R1 (5/22/2018):**
Per the District’s directive to proceed with the added work to the construction documents based on T&M. Please find attached the added cost for this added work.

**Revised 12R2 (5/12/2018):**
Added time to CAT 5-21-2016 that was not previously added.

<table>
<thead>
<tr>
<th>Subcontractor’s Cost (See attached supporting documentation)</th>
<th>(Incl. subcontractor’s 15% O. H. &amp; P.)</th>
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<tbody>
<tr>
<td>1 0</td>
<td>$0</td>
</tr>
<tr>
<td>2 0</td>
<td>$0</td>
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<tr>
<td>3 0</td>
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<td>6 0</td>
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<tr>
<td>7 0</td>
<td>$0</td>
</tr>
<tr>
<td>8 0</td>
<td>$0</td>
</tr>
</tbody>
</table>

Subtotal A: $0

**General Contractor’s Cost**

- **Labor (See attached supporting documentation):** $4,218.30
  - 0.00% of Labor: $0.00
- **Material (See attached supporting documentation):** $2,717.40
- **Taxe at 7.75% of material:** $210.60
- **Equipment (See attached documentation):** $0.00

Subtotal B: $7,146.30

**Overhead and Profit = 15% of A**
- Overhead and Profit = $0.00
- Bond = 1.5% of B

Grand Total (A+B+C+D): $8,344.52

The proposed change does increase the Final Completion Date by 4 working days.

The proposed change does NOT affect the Final Completion Date required by the Contract.

This proposed Change Order is effective for _____ calendar days.

**FAILURE TO PROVIDE ADEQUATE RESPONSE AND PROPER APPROVAL AND DIRECTIVETO THIS COR BY 4/16/2018 WILL IMPACT THE DELIVERY SCHEDULE AND CAUSE ADDITIONAL COST TO THE PROJECT.**

**Contractor:** Thierry Abnader

**Title:** Treasurer/Manager

**Date:** 5/22/2018
(COR) CHANGE ORDER REQUEST # 12R2

Project Number: 0  
Requested By District: 

<table>
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<tr>
<th>Owner Name:</th>
<th>Rio School District</th>
<th>Date:</th>
<th>4/9/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Description:</td>
<td>Rio Steam Academy BP-19 HVAC</td>
<td>P. Purchase #:</td>
<td>0</td>
</tr>
<tr>
<td>General Contractor:</td>
<td>RAN Enterprises Inc</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Equipment Leased or Rental</th>
<th>Time at Rate</th>
<th>Per</th>
<th>$0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>2</td>
<td></td>
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<tr>
<td>3</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Material/Description</th>
<th>Means #</th>
<th>Quantity</th>
<th>Material List Price</th>
<th>Per</th>
<th>Extension</th>
<th>Labor Unit Price</th>
<th>Per</th>
<th>Extension</th>
</tr>
</thead>
</table>
| 1 Material new wire dampers (4) 22"x6" (2) 40"x6", and accessories  
Material for quantity 9 accessories for the wire dampers, channels, cable, screws, sealant, etc... | 1 | $220.00 | $220.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 2 Material new 45 deg tap ductwork (1) 22"x6" and (2) 40"x6", S, drives, etc... | 1 | $560.00 | $560.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 3 Material new ductwork connection to wall grilles (4) 22"x6" and (2) 40"x6", S, drive, etc... | 1 | $330.00 | $330.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 4 Added labor to remobilize to the job site and layout the added work again and take the new dimension and ordering the material on this area to complete the work  
5/3/2018 | 5 | $0.00 | $98.10 | $490.50 | $0.00 | $0.00 | $0.00 | $0.00 |
| 5/8/2018 | 1 | $0.00 | $58.10 | $58.10 | $0.00 | $0.00 | $0.00 | $0.00 |
| 6/15/2018 | 30 | $0.00 | $88.10 | $3,255.90 | $0.00 | $0.00 | $0.00 | $0.00 |
| 5 Truck for delivery of material | 1 | $200.00 | $200.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 6 Deduct for original install | (c) | $3.00 | $98.10 | $-588.60 | $0.00 | $0.00 | $0.00 | $0.00 |
| 7 Missing time ticket from COR  
Time Ticket dated 6-21-2018 | 4.00 | $0.00 | $98.10 | $392.40 | $0.00 | $0.00 | $0.00 | $0.00 |

| TOTAL MATERIALS$ | $2,717.40 | LABOR$ | $4,218.30 |

(a) the Prime Contractor has reviewed the Claim and is filing it in a good-faith belief that the Prime Contractor is entitled to the remedy and/or compensation described in the Claim; (b) each document and item of other supporting information submitted with the Claim is authentic, accurate and complete (i.e., not altered or modified in any manner); (c) the Claim accurately sets forth the total amount of the District's monetary and/or other liability for the Claim; and (d) the Prime Contractor acknowledges that the filing of false and/or fraudulent claims may result in fines and/or imprisonment pursuant to Government Code Sections 12650, et seq., and Penal Code Section 72.

May 30, 2018

Rob Parks
Project Manager
Belfour Beatty Construction
300 East Esplanade, Suite 1120
Oxnard, CA 93036

RE: PCO #19.10R Added cost for Bldg A Soffit

Dear Rob,

We received the proposed cost on 5/23/18 and reviewed your response. We have the following comments:

1) We do not accept entitlement for remobilization
2) We accept the T&M tags with the 6 hrs of original labor hours credited.
3) We accept the proposed material costs.

We can recommend a total cost of $3,417.71 for RSD Board Approval. Forward final change order for signature.

Sincerely,

[Signature]

Rachel Adams, AIA, LEED AP
Marketing Principal
Attn: Rachel Adams

Subject: Rio STEAM K-8 Campus
         Rio School District
         Camarillo, CA

Re:       Project 0045-015 Rio STEAM K-8 Campus
         BP #19 HVAC
         Recommendation to Approve PCO #19.10R1 to RAN Enterprises

May 23, 2018

Dear Ms. Adams,

Please accept this letter as recommendation to request approval for PCO #19.10R1 to RAN Enterprises for added or deleted scope items at the above Project. Scope change to the project is as follows;

**Reason:** Proposed added cost to per the modification of the register configuration to fit the soffit condition to modify the duct penetration sizes, grilles, wire dampers, and duct sizes.

**Project Cost Updates:**

- RAN Enterprises Base Agreement: $1,648,000.00
- PCO #19.10: $7,883.49
- Total Construction Cost to Date: $1,655,883.49

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

Respectfully,

Robert Perks
Project Manager, Balfour Beatty

cc. Dr. Puglisi (Rio School District)
    Jesus Muñoz Ibarra, Balfour Beatty
    Dennis Kuykendall, Balfour Beatty
May 22, 2018

Rob Perks
Project Manager
Rio School District
Balfour Beatty Construction
300 Esplanade, Suite 1120
Oxnard, CA 93036

Project: Rio STEAM Academy BP # 19 - Heating Ventilation and Air Conditioning

Subject: District response to PCO # 19.10 added cost per COR #12 RFI #352 Bldg A Workroom Soffit

Dear Mr. Perks,

RAN is in receipt of the District's response to RAN's COR #12 for the added costs per RFI #352 at Bldg. A Workroom Soffit dated April 27th 2018, and received on May 15th 2018. The letter states that the Design team did not receive the change order request until April 24th 2018. This is simply not true. RAN's Change Order #12 was submitted to the District on April 9th 2018, and yet, the District took more than a month to provide a response.

The Letter states the following, with our comments next to each item:

- "We agree to the cost for the revised louver shape; however, contractor shall provide credit for the replaced louvers." RAN did not charge for any louvers in COR #12.
- "We agree to the cost for the revised ductwork; however, contractor shall provide credit for the replaced ductwork." All previously fabricated ductwork cannot be used and are already in the District's possession. Therefore, no credit is due.
- "We agree to the cost for the revised grilles; however, contractor shall provide credit for the replaced grilles." RAN was able to stop the old grilles order and replace the grilles with the new sizes as directed. Furthermore, RAN did not request any added costs for the grilles material in COR #12. However, RAN Did charge 2 labor hours in order to contact the factory, stop the order and replace the grilles with the new sizes.
- "We do not agree to the cost for remobilization, as the contractor remained on site working throughout the campus." This work was already occurring while RAN was already in the same area working and we had already delivered all material to the area of the work, lifts, tools, etc... until we were stopped by the District and had to demobilize, then we had to come back another time to bring the material back to the container, then remobilize to another area in order to perform work. Now we had to remobilize again to the area in question with the new material, dampers, deliveries, etc... and therefore, this is all added costs that RAN is not responsible for.
"We accept the cost for delivery only if all other equipment and materials are delivered and stored onsite, PI and BBC to verify" Previously ordered material and fabricated material were already delivered to the District.

Please find attached COR #12 Revised 1 per the District’s directive to proceed with the work based on time and material. Please provide payment for this added work to the construction documents immediately.

Respectfully,

Thierry Abinader
Treasurer/Manager
RAN Enterprises, Inc.
(COR) CHANGE ORDER REQUEST # 12R1

Owner Name: Rio School District
Project Description: Rio Steam Academy BP-19 HVAC
Architect/Engineer: Architecture for Education
From (Contractor): Ran Enterprises Inc

Date: 4/9/2018
P. Purchase #: Rob Parka
Initiator: Thierry Ablanedo

The following is an itemized quotation regarding proposed modifications to the contract documents:

Per the District's response to RFI #352 which has modified the construction documents and work already installed and in place. Please find attached the cost associated with the added work as described in the RFI response which has modified the duct penetration sizes, grilles, wire dampers, and duct sizes.

Please provide your approval and directive immediately in order to proceed and order the long lead time material and proceed with the work accordingly.

Revised 12R1 (6/23/2018)
Per the District's directive to proceed with the added work to the construction documents based on T&M. Please find attached the added cost for this added work.

<table>
<thead>
<tr>
<th>Subcontractor's Cost (See attached supporting documentation)</th>
<th>Incl. subcontractor's 16% O. H. &amp; P.</th>
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</table>

Subtotal A: $0

General Contractor's Cost:
Labor (See attached supporting documentation) $5,603.90
0.00% of Labor $0.00
Material (See attached supporting documentation) $2,717.40
Taxes @ 7.75% of material $210.60
Equipment (See attached documentation) $0.00

Subtotal B: $8,531.90

Overhead and Profit = 15% of A $439.20
Overhead and Profit = 15% of B $443.60
Bond 1.5% $50.51

Subtotal C: $445.31

Grand Total (A+B+C+D): $3,417.71
$3,417.71

The proposed change does increase the Final Completion Date by 4 working days.
The proposed change does NOT affect the Final Completion Date required by the Contract.

This proposed Change Order is effective for _______ calendar days.
FAILURE TO PROVIDE ADEQUATE RESPONSE AND PROPER APPROVAL AND DIRECTIVE TO THIS COR BY 4/18/2018 WILL IMPACT THE DELIVERY SCHEDULE AND CAUSE ADDITIONAL COST TO THE PROJECT.

Contractor: Thierry Ablanedo
Signature
Title: Treasurer/Manager
Date: 5/22/2018

Page 1 of 2
(COR) CHANGE ORDER REQUEST # 12R1

<table>
<thead>
<tr>
<th>Equipment Lease or Rental</th>
<th>Time at Rate</th>
<th>Per</th>
<th>Extension</th>
<th>Labor Unit Price Per Ext</th>
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<table>
<thead>
<tr>
<th>Material/Description</th>
<th>Means #</th>
<th>Quantity</th>
<th>Material List Price</th>
<th>Per</th>
<th>Extension</th>
<th>Labor Unit Price Per Ext</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Material new wire dampers (4) 22&quot;x8&quot; (2) 40&quot;x8&quot;, and accessories</td>
<td>1</td>
<td>$977.40</td>
<td>Ls</td>
<td>$977.40</td>
<td>$0.00</td>
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<tr>
<td>Material for quantity 6 accessories for the wire dampers, channels, cable, screws, sealer, etc...</td>
<td>1</td>
<td>$220.00</td>
<td>$220.00</td>
<td>$0.00</td>
<td></td>
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<tr>
<td>2 Material new 45 deg tap ductwork (4) 22&quot;x8&quot; and (2) 40&quot;x8&quot;, S, drives, etc...</td>
<td>1</td>
<td>$560.00</td>
<td>$560.00</td>
<td>$2.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>3 Material new ductwork connection to wall grilles (4) 22&quot;x8&quot; and (2) 40&quot;x8&quot;, S, drive, etc...</td>
<td>1</td>
<td>$850.00</td>
<td>$850.00</td>
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<tr>
<td>4 Added labor to remobilize to the job site and layout the added work again and take the new dimension and ordering the material on this area to complete the work</td>
<td>2/5/2016</td>
<td>5</td>
<td>$0.00</td>
<td>$98.10</td>
<td>$490.50</td>
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<tr>
<td>5 Truck for delivery of material</td>
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<td>$200.00</td>
<td>$200.00</td>
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<tr>
<td>6 Deduct for original install</td>
<td>(9)</td>
<td>$0.00</td>
<td>$98.10</td>
<td>$-98.10</td>
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<tr>
<td>10</td>
<td>TOTAL MATERIALS</td>
<td>$2,717.40</td>
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</tr>
</tbody>
</table>

(a) the Prime Contractor has reviewed the Claim and is filing it in a good-faith belief that the Prime Contractor is entitled to the remedy and/or compensation described in the Claim; (b) each document and item of other supporting information submitted with the Claim is authentic, accurate and complete (i.e., not altered or modified in any manner); (c) the Claim accurately sets forth the total amount of the District’s monetary and/or other liability for the Claim; and (d) the Prime Contractor acknowledges that the filing of false and/or fraudulent claims may result in fines and/or imprisonment pursuant to Government Code Sections 12650, et seq., and Penal Code Section 72.
(6) Model RCS-42

General Construction
Dimensions: Nominal (approximately 1/4" (6) undersize)
Material: Galvanized steel
Blade action: Opposed blade
Sleeve: Type: Side plate; Length: 10"; Gauge: 16; Clearance: 6"
Axles: 3/8" (10) square plated steel
Bearings: Synthetic
Control shaft: 3/8" x 3" (10 x 76) square drive axle with a control arm/screw-drive assembly

Options
Cable: Length: 5'; Finish plug: 1-1/4" diameter, white

Ratings
Maximum system velocity (fpm): 1500
Maximum system pressure (in.wg.): 3
Operating temperature range: -25°F to 180°F

Details

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Tag</th>
<th>Qty</th>
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Dimensions (in. inch)

<table>
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<tr>
<th></th>
<th>W x H</th>
<th>While x High</th>
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<tr>
<td>1</td>
<td>22 x 0</td>
<td>1 x 1</td>
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<tr>
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(1) Model QSP Special

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<td>3</td>
<td>QSP Special</td>
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Total Net: $977.40

Information is subject to change without notice or obligation.

Note: Dimensions in parentheses () are millimeters.
<table>
<thead>
<tr>
<th>Duct</th>
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<tbody>
<tr>
<td>Ordering Receiving</td>
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<tr>
<td>22&quot; x 8&quot; wire</td>
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</tr>
<tr>
<td>40&quot; x 8&quot;</td>
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<tr>
<td>Operation/Delivery</td>
<td>1</td>
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<tr>
<td>--------------------</td>
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</tr>
<tr>
<td>Sisson</td>
<td></td>
</tr>
<tr>
<td>Delivery</td>
<td></td>
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<tr>
<td>Demob and</td>
<td></td>
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<tr>
<td>Saddle</td>
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<tr>
<td>Due Date</td>
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<td>60.10</td>
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<td>4</td>
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<td>2</td>
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</tr>
</tbody>
</table>
July 12, 2018

Rob Perla
Project Manager
Balfour Beatty Construction
300 East Esplanade, Suite 1120
Oxnard, CA 93036

RE: PCO #19.19 Added cost to Install Bldg B HVAC curbs

Dear Rob,

We have received PCO #19.19 on 6/25/18 and can accept the proposed cost of $386.42 and recommend RSD Board Approval. Provide final CO for review and signature.

Sincerely,

Rachel Adams, AIA, LEED AP
Managing Principal
June 6, 2018

Dear Ms. Adams,

Please accept this letter as recommendation to request approval for PCO #19.19 to RAN Enterprises for added or deleted scope items at the above Project. Scope change to the project is as follows:

**Item 1.1**  
**Title:** Added cost to install two Exhaust Fans curbs in Building B for EF B6 and B12  
**Reason:** Proposed added cost to install (2) exhaust fan curbs in Bldg. B for EF-B6 and B12. Wooden curbs were installed per field direction by others.

<table>
<thead>
<tr>
<th>Project Cost Update</th>
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<tbody>
<tr>
<td>RAN Enterprises Base Agreement</td>
<td>$1,648,000.00</td>
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<tr>
<td>Previous Approved CO's</td>
<td>$0.00</td>
</tr>
<tr>
<td>PCO #19.19</td>
<td>$366.42</td>
</tr>
<tr>
<td>Total Construction Cost to Date</td>
<td>$1,648,366.42</td>
</tr>
</tbody>
</table>

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

Respectfully,

Robert Perko  
Project Manager, Balfour Beatty

cc. Dr. Pegtel (Rio School District)  
Jesus Muguereza Ibarra, Balfour Beatty  
Dennis Kuykendall, Balfour Beatty
**Rio Steam K-8 - BP #19 HVAC**

**(COR) CHANGE ORDER REQUEST # 19**

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Requested By District</th>
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<table>
<thead>
<tr>
<th>Owner Name:</th>
<th>Rio School District</th>
<th>Date:</th>
<th>4/26/2018</th>
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<tbody>
<tr>
<td>Project Description:</td>
<td>Rio Steam Academy BP-19 HVAC</td>
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<tr>
<td>Architect/Engineer:</td>
<td>Architecture for Education</td>
<td></td>
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<tr>
<td>From (Contractor):</td>
<td>Ran Enterprises Inc</td>
<td>Initiator:</td>
<td>Thierry Abnader</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Attn:</td>
<td>Rob Perks</td>
</tr>
</tbody>
</table>

The following is an itemized quotation regarding proposed modifications to the contract documents:

Per the District's directive to install the two Exhaust Fans curbs in building B for EF B6 and B12 that the District superintendent forced RAN not to install, and instead installed wooden curb to intentionally delay, damage and cause added costs to RAN's operations. Please find attached the added cost to remobilize back to the roof to install the correct curbs as previously detailed.

Please provide approval and payment for this added work immediately as this work has already been completed.

<table>
<thead>
<tr>
<th>Subcontractor's Cost (See attached supporting documentation)</th>
<th>(Incl. subcontractor's)</th>
<th>16% O. H. &amp; P.)</th>
</tr>
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<tbody>
<tr>
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Subtotal A: $0

<table>
<thead>
<tr>
<th>General Contractor's Cost</th>
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<tbody>
<tr>
<td>Labor (See attached supporting documentation)</td>
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<td>0.00% of Labor</td>
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<tr>
<td>Material (See attached supporting documentation)</td>
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<td>0.00% of material</td>
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<tr>
<td>Taxes (See attached documentation)</td>
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<tr>
<td>Equipment (See attached documentation)</td>
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</table>

Subtotal B: $313.92

Overhead and Profit = 16% of A
Overhead and Profit = 16% of B
Bond 1.6%

Grand Total (A+B+C+D): $388.42

The proposed change does increase the Final Completion Date by _____ working days.
The proposed change does NOT affect the Final Completion Date required by the Contract.

This proposed Change Order is effective for _____ calendar days.

FAILURE TO PROVIDE ADEQUATE RESPONSE AND PROPER APPROVAL AND DIRECTION TO THIS COR BY 5/9/2018 WILL IMPACT THE DELIVERY SCHEDULE AND CAUSE ADDITIONAL COST TO THE PROJECT

Contractor: Thierry Abnader
Signature: Thierry Abnader
Title: Treasurer/Manager
Date: 4/26/2018
(COR) CHANGE ORDER REQUEST #19

Project Number: 0
Requested By District:

Owner Name: Rio School District  
Data: 4/26/2018

Project Description: Rio Steam Academy BP-19 HVAC  
P. Purchase #: 0

General Contractor: RAN Enterprises Inc

<table>
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<th>Material/Description</th>
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<th>Material list Price</th>
<th>Per</th>
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</table>

(a) the Prime Contractor has reviewed the Claim and is filing it in a good-faith belief that the Prime Contractor is entitled to the remedy and/or compensation described in the Claim; (b) each document and item of other supporting information submitted with the Claim is authentic, accurate and complete (i.e., not altered or modified in any manner); (c) the Claim accurately sets forth the total amount of the District’s monetary and/or other liability for the Claim; and (d) the Prime Contractor acknowledges that the filing of false and/or fraudulent claims may result in fines and/or imprisonment pursuant to Government Code Sections 12650, et seq., and Penal Code Section 72.

Page 2 of 2