



SCHOOL

DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

REGULAR BOARD MEETING

March 18, 2015

JOHN D. PUGLISI, Ph. D.
Superintendent

Board of Education

Matt Klinefelter, President
Ramon Rodriguez, Clerk
Eleanor Torres
Edith Martinez-Cortes

2.0



**Wednesday, March 18, 2015
RSD Regular Board Meeting**

**Rio Vista Middle School
3050 Thames River Drive
Oxnard, CA 93036
Closed Session: 5:00 p.m.
Open Session: 6:00 p.m.**

1. Preliminary Business-5:00 p.m.

- 1.1 Call to Order-5:00 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. Public Comment-Closed Session

3.1 Public Comment-The public may address the Board concerning items that are scheduled for discussion during the closed session only. These presentations are limited to three minutes each, or a total of fifteen minutes in all.

4. Closed Session-5:00 p.m.

- 4.1 Conference with Legal Counsel – Existing Litigation, pursuant to Government Code § 54956.9, Rio School District v. East West Bank, substituted as real party in interest for FTR International, Inc. (formerly captioned FTR International, Inc., Plaintiff and Respondent, v. Rio School District, Defendant and Appellant; East West Bank, Intervener and Respondent), California Court of Appeal, 2d District, Case No. B238618
- 4.2 Conference with Legal Counsel-Existing Litigation-Government Code 54956.9-OAH Case Nos. 2014010127 and 2014100407
- 4.3 Consideration of Student Discipline- Expulsion [Education Code 48918] Stipulated Agreement for Expulsion Student No. 5061266
- 4.4 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2014/2015 and 2015/2016 and Superintendent Mid Year Evaluation
- 4.5 Public Employee Discipline/Dismissal/Release [Government Code 54957]
- 4.6 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association

5. Reconvene in Open Session-6:00 p.m.

- 5.1 Report of Closed Session-6:00 p.m.

- 11.5 Approval of Rio Del Valle Middle School and Rio Vista Middle School Field Trip to Washington, D.C.
- 11.6 Approval of EdLeader 21 Annual Subscription Renewal Fee
- 11.7 Approval for Superintendent to Participate in the EdLeader 21 PLC Advisory Group-March 25-27, 2015, Scottsdale, Arizona
- 11.8 Approval of the Quote with Murals by Lisa Kelly for Murals at Rio Del Norte
- 11.9 Professional Development-Dual Immersion Program-JBS International
- 11.10 Approval of Contract with Golden State Alarms for Fire Systems Services
- 11.11 Executed Consultant Agreement with Balfour Beatty Program Management/Construction Services
- 11.12 Final Architect Contract for K8 STEAM School-Architects for Education
- 11.13 Approve Contract Amendment with Baute, Crochetierre andd Gilford, Legal Counsel
- 11.14 Professional Development Training

12. Organizational Business

- 12.1 Items for Future Board Meetings
- 12.2 Future Meeting Dates: Special Board Meeting March 23rd , April 15th, May 30th, June 3rd, June 17th, Aug. 19th, Sept. 16th, Oct. 21st, Nov. 18th, Dec. 16th, 2015
- 12.3 Request for Study Session Workshops

13. Adjournment

9.1



Agenda Item Details

Meeting	Mar 18, 2015 - RSD Regular Board Meeting
Category	9. Information
Subject	9.1 Enrollment Update(Info) Ms. Bernal-2 min
Access	Public
Type	Information

Public Content

[Enrollment Comparison March2014.xlsx \(12 KB\)](#)

Administrative Content

Executive Content

The Human Resources Department presents the current monthly enrollment analysis as of February 6, 2015. This comparative analysis shows the District's overall enrollment in comparative years 2011/2012 to 2012/2013, 2012/2013 to 2013/2014 and 2013/2014 to 2014/2015. For the 2014/2015 school year the District has an enrollment target of 4,885 students. Currently the District has enrolled 4,956, 71 students above the target and 130 students above the enrollment in March of 2014.

The Human Resources Department works closely with the Educational Services Department to track enrollment, including inter and intra district transfers, overflow students, class size overages and overall enrollment trends both for the entire District and for individual school sites.

This is for information only and the Human Resources Department will bring regular updates to the board in the future.

RIO SCHOOL DISTRICT
MONTHLY STUDENT ENROLLMENT COMPARISON

	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Average
2011-2012	4615	4611	4621	4614	4647	4634	4645	4644	4627	4608	4626.6
2012-2013	4693	4687	4692	4698	4719	4730	4740	4741	4720	4699	4711.9
Amount +INC./-DEC.	78	76	71	84	72	96	95	97	93	91	85.3

2012-13 Enrollment Target: 4,720 students

	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Average
2012-2013	4693	4687	4692	4698	4719	4730	4740	4741	4720	4699	4711.9
2013-2014	4806	4815	4807	4821	4830	4825	4826	4833	4821	4800	4818.4
Amount +INC./-DEC.	113	128	115	123	111	95	86	92	101	101	106.5

2013-2014 Enrollment Target: 4,800 students

	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Average
2013-2014	4806	4815	4807	4821	4830	4825	4826	4833	4821	4800	4818.4
2014-2015	4945	4963	4954	4947	4950	4946	4956				4951.571
Amount +INC./-DEC.	139	148	147	126	120	121	130				133

2014-2015 Enrollment Target: 4,885 students



Agenda Item Details

Meeting	Mar 18, 2015 - RSD Regular Board Meeting
Category	9. Information
Subject	9.3 Library Update (info) Supt. Puglisi-2 min
Access	Public
Type	Information

Public Content

[LibraryReportMarch2015.pdf \(42 KB\)](#)

Administrative Content

Executive Content

**Rio School District
Library Report
March 2015**

Site	Total Number of Books	Total Checked Out to Date
Rio Vista Middle School	14,857	10,147
Rio Del Valle Middle School	19,085	12,773
Rio del Mar	11,692	17,238
Rio Plaza	8,936	20,647
Rio Real	17,771	27,031
Rio Rosales	8,960	32,322
Rio Lindo	5,013	16,660
Rio Del Norte	11,085	31,329



EDUCATING LEARNERS FOR THE 21ST CENTURY

Agenda Item Details

Meeting	Mar 18, 2015 - RSD Regular Board Meeting
Category	9. Information
Subject	9.4 First Reading of Revised Board Policies (Information) Supt. Puglisi-2 min.
Access	Public
Type	Information

Public Content

CSBA sends revised or changes to policy updates on a regular basis. Attached are updated or revised board policies that reflect changes in the laws.

This is a first reading, a second and final reading will be scheduled for the next regularly scheduled board meeting.

Fiscal Impact: N/A

Funding Source: N/A

Administrative Content

Executive Content



Agenda Item Details

Meeting	Mar 18, 2015 - RSD Regular Board Meeting
Category	9. Information
Subject	9.5 First Reading of Resolution 1415/13 BOARD OF TRUSTEES OF THE RIO ELEMENTARY SCHOOL DISTRICT PRESCRIBING THE TERMS AND AUTHORIZING THE SALE AND ISSUANCE OF CERTIFICATES OF PARTICIPATION OF THE DISTRICT; APPROVING FORMS OF AND AUTHORIZING EXECUTION AND DELIVERY OF A GROUND LEASE, A FACILITIES LEASE, A TRUST AGREEMENT, A CERTIFICATE PURCHASE AGREEMENT, A CONTINUING DISCLOSURE CERTIFICATE, AND AN OFFICIAL STATEMENT; AUTHORIZING DISTRIBUTION OF THE OFFICIAL STATEMENT AND SALE DOCUMENTS; AND AUTHORIZING EXECUTION OF NECESSARY CERTIFICATES AND RELATED ACTIONS
Access	Public
Type	Information

Public Content

The district is moving forward to settle a long standing construction lawsuit.

In consultation with the district's financing team, district staff has determined that it is in the best financial interests of the district to issue and sell Certificates of Participation. District staff and the district's financing team have prepared and compiled initial drafts of the documents necessary to issue the Certificates of Participation (attached).

At this time the Board is being asked to review the draft documents and to provide and comments the Board may have. No action is to be taken at this time. At the Board's meeting of April 15, 2015, the Board will be asked to approve the resolution authorizing the sale and issuance of the Certificated of Participation, as well as to approve, in substantially final form, the other documents necessary to issue the Certificates of Participation.

[Res141513COP031815.docx \(34 KB\)](#)

[Rio CORPORATE RESOLUTION \(2015 COPs\).docx \(33 KB\)](#)

[Rio GROUND LEASE \(2015 COPs\).docx \(41 KB\)](#)

[Rio FACILITIES LEASE \(2015 COPs\).docx \(101 KB\)](#)

[Rio TRUST AGREEMENT \(2015 COPs\).docx \(200 KB\)](#)

[Rio CERTIFICATE PURCHASE AGREEMENT \(2015 COPs\).docx \(52 KB\)](#)

[Rio CONTINUING DISCLOSURE CERTIFICATE \(2015 COPs\).docx \(41 KB\)](#)

Administrative Content

Executive Content

10.1



Agenda Item Details

Meeting	Mar 18, 2015 - RSD Regular Board Meeting
Category	10. Information/Action
Subject	10.1 Approval of Single Plan for Student Achievement for Rio Vista, Rio del Mar, Rio Rosales, Rio del Norte, Rio Plaza, Rio Lindo, Rio Real and Rio Del Valle (Action) Mr. Turner-4 min
Access	Public
Type	Action
Recommended Action	Educational Services recommends that the Board approve the Single Plan for Student Achievement/School-wide plans for the following schools: Rio Vista, Rio del Mar, Rio Rosales, Rio del Norte, Rio del Valle, Rio Lindo, Rio Plaza and Rio Real.

Public Content

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

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

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

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

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

Educational Services will provide an overview of the Single Plan for Student Achievement/School-wide plan process. A binder of complete Single Plan for Student Achievement/School-wide plans are available at the District office for viewing.

Fiscal Impact: See individual school's budget in the Single Plan for Student Achievement

10.2



Agenda Item Details

Meeting	Mar 18, 2015 - RSD Regular Board Meeting
Category	10. Information/Action
Subject	10.2 Approval of Appointment of Initial Members to Citizens' Oversight Committee to Oversee Bond Proceeds, Expenditures and Audits(Info/Action) Supt. Puglisi-2 min
Access	Public
Type	Action, Information
Recommended Action	Staff recommends approval.

Public Content

On November 4, 2014, District voters approved a general obligation bond measure known as Measure G. By way of separate action, the Ventura County Board of Supervisors certified the passage of Measure G. Subsequently, the District's Board of Trustees certified passage of the measure and at a subsequent meeting, authorized the establishment of the Citizens' Oversight Committee to ensure that general obligation bond proceeds are spent only for the purposes set forth in the bond measure. District staff has now identified 7 individuals to serve as the initial members of the Citizens' Oversight Committee.

These individuals are:

1. Mario Aguilar
2. Alicia Saldivar
3. Rosa Balderrama
4. Linda Aguilar
5. Laura Camarillo-Torres
6. Fernando Torres
7. Michelle Perez

The Board is requested to approve the above individuals as the initial members of the Committee. In future years, as terms expire, new members will be identified for the Board's consideration.

Fiscal Impact: N/A

Funding Source: Bond Account

Administrative Content

10.3



Agenda Item Details

Meeting	Mar 18, 2015 - RSD Regular Board Meeting
Category	10. Information/Action
Subject	10.3 Approval of 2014/15 Second Interim Budget Report (Action) Ms. Pifko-3 min
Access	Public
Type	Action
Recommended Action	Staff recommends approval

Public Content

AB1200 requires that school districts provide ongoing updates to their fiscal integrity no less than twice each school year following adoption of the budget. Commonly referred to as "interim budget reports," the primary purpose is to ensure that Boards of Education are kept abreast of the changing nature of the district finances and more importantly, to ensure that the district has sufficient financial reserves to complete the current fiscal year as well as two subsequent years.

The second interim budget report includes improved revenue projections for all years. The improvement in 2014-15 is due to a higher unduplicated pupil count than forecasted. Increased projected revenues for 2015/16 and 16/17 are due to an improved forecast in the Governors Budget Proposal.

Fiscal Impact: Increase \$225,458.00 from the First Interim

Funding Source: To the General Fund

Administrative Content

Executive Content

10.4



Agenda Item Details

Meeting	Mar 18, 2015 - RSD Regular Board Meeting
Category	10. Information/Action
Subject	10.4 Approval of Contract to Purchase Mobile Devices for 1:1 Buildout(Info/Action)Dr. Vollmert-3 min
Access	Public
Type	Action
Recommended Action	Staff recommends the purchase of carts and netbooks to fulfil the 1:1 goal for grades K-8

Public Content

The District's goal of providing each student with a personal, mobile device will be forwarded with the purchase of one additional round of netbooks. This purchase of netbooks will provide additional devices needed for K-8 classrooms and growth. This purchase also includes the necessary carts to provide secure storage and charging in every classroom.

Fiscal Impact: \$496,888.32

Funding Source: Measure G

[MJQuoteBuildout031815.pdf \(175 KB\)](#)

Administrative Content

Executive Content



MJP Computers
Ventura, CA 93003

MJP Estimate

Date:	3/9/2015
Estimate #	105150

TECHNOLOGIES, INC.

Web Site: www.mjp.net Phone #: (805) 981-9511
 E-mail: mjp@mjp.net Fax #: (805) 981-3775

Name / Address Rio School District 2500 Vineyard Avenue Oxnard, CA 93036 ATTN. ACCOUNTS PAYABLE **EMAIL ONLY!! **	Ship To Rio School District TECHNOLOGY DEPT. 2500 Vineyard Ave. Oxnard, CA 93036
P.O. #	
Contact: Mike Vollmert	

Description	Qty	Cost	Total
Acer Travelmate B113-E 2810 SHAPE THE FUTURE Intel Celeron Processor 1017U (2MB cache, 1.60GHz) Storage: 320GB SATA hard drive, 5400RPM; 4GB RAM; 2-in-1 card reader LED TFT LCD: 11.6" (1366 x 768) Graphics: Integrated Intel HD Graphics Communications: Intel Centrino Advanced-N 6235 802.11a/b/g/n WLAN, Bluetooth, gigabit LAN, webcam. Choice of Windows 8.1 Pro (64-bit) or Windows 7 Professional (64-bit)	1,018	303.00	308,454.00T
California Electronic Waste Recycling Fee (Effective as of Jan. 1, 2013): -\$3 - 4" to 14.9" display -\$4 - 15" to 34.9" display -\$5 - 35" display and above	1,018	3.00	3,054.00
DS-NSC-32-MINI-LN Security Cart (32-capacity) Shipping/Handling/ Lift Gate Service Included	96	1,550.00 0.00	148,800.00T 0.00

Subtotal: \$460,308.00	Sales Tax: (8.0%) \$36,580.32	Total \$496,888.32
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Quote Valid Until: 05/15/2015

Date: _____

Print Name: _____

Customer Signature: _____

11.1



Agenda Item Details

Meeting	Mar 18, 2015 - RSD Regular Board Meeting
Category	11. Consent Agenda
Subject	11.1 Approval of the Minutes of the Regular Board Meeting of February 18, 2015
Access	Public
Type	Action (Consent)

Public Content

[MinReg021815.pdf \(49 KB\)](#)

Administrative Content

Executive Content

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

**RIO SCHOOL DISTRICT
MINUTES OF THE REGULAR BOARD MEETING OF THE GOVERNING BOARD
OF THE RIO SCHOOL DISTRICT HELD FEBRUARY 18, 2015**

The Regular Board Meeting of the Governing Board of the Rio School District was held on Wednesday, February 18, 2015 at 5:00 p.m. in the Administration Building. Present were President Matthew Klinefelter and Trustees Eleanor Torres, Celia Robles and Edith Martinez-Cortes. Trustee Ramon Rodriguez was absent.

Also present were John Puglisi, Ph.D., Superintendent; Kristen Pifko, Assistant Superintendent of Business Services; Jeff Turner, Assistant Superintendent of Educational Services; Carolyn Bernal, Director of Human Resources; Marcia Nudd, Director of Accounting; Lacey Piper, Director of Child Nutrition and Student Wellness; Charlie Fitchner, Director of MOT; Rebecca Rocha, Director of Pupil Personnel Services; Dr. Mike Vollmert, Director of Technology and Sonia Cervantez, Executive Assistant to the Superintendent.

President Klinefelter called the meeting to order at 5:00 p.m. President Klinefelter led the flag salute and called the roll. Trustee Rodriguez was absent.

CALL TO ORDER
FLAG SALUTE
ROLL CALL

Upon motion of Trustee Torres and second by Trustee Rodriguez, the agenda was approved. Trustee Torres made the motion to amend her vote and move Item 11.5 Approval of the Proposal from Hughes General Engineering for Rio Vista School Drainage Repairs and Item 11.9 eRate Contract Amendment-Bandwidth Upgrade from the Consent Agenda to be discussed and voted on separately. Trustee Rodriguez seconded the motion. Motion passed vote 4-0. President Klinefelter and Trustees Torres, Robles and Martinez-Cortes vote aye.

AGENDA
M-83

Public comments on closed session items were heard from Lynette Lucas, Melinda Zemen, David Siebler, Ruben Castillo, Cara Espinoza, Steve Colvin, Frank Walsh, Mary Gutierrez, Michelle Townsley, Elizabeth Montano, and Annie Graton.

PUBLIC COMMENT
CLOSED SESSION

The Governing Board recessed into closed session at 5:35 p.m. to discuss: Conference with Legal Counsel, Existing Litigation-Government Code Section 54956.9 (a) FTR International, Inc., Plaintiff and Respondent, v. Rio School District, Defendant and Appellant; East West Bank, Intervener and Respondent, 2d Civil No. B238618; Consideration of Student Discipline- Expulsion [Education Code 48918] Stipulated Agreement for Expulsion Student No. 5061201; Liability Claims [54956.95] Claimant: Luquin Case No. VCBA06776A1 and Granados Case No. VCBA06706A2 Agency Claimed against: Rio School District; Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2014/2015 and 2015/2016 and Superintendent Mid-Year Evaluation; Public Employee Discipline/Dismissal/Release [Government Code 54957]; and Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association.

CLOSED SESSION

Area of Ventura County are Inadequate to meet the Existing and Foreseeable Needs of the Community for Playground, Playing Field or Other Outdoor Recreational and Open Space Purposes. Discussion continued.

Superintendent Puglisi began the conversation regarding the appointment of the Provisional Board member. Board members requested that candidates present be able to speak about their experience. After discussion, President Klinefelter opened the floor to nominations.

PROVISIONAL
BOARD MEMBER
APPOINTMENT

- Trustee Torres nominated Dr. Glade Eggett, Trustee Martinez-Cortes second the motion M-87
- Trustee Rodriguez nominated Joe Esquivel, President Klinefelter seconded the motion M-88
- Trustee Rodriguez nominated Dan Pinedo, President Klinefelter seconded the motion M-89

All trustees were then asked to vote for no more than one candidate.

President call the vote:

- Dr. Glade Eggett, President Klinefelter and Trustees Torres and Martinez- Cortes vote aye.
- Joe Esquivel, Trustee Rodriguez vote aye.
- Dr. Glade Eggett was named the Provisional Board member term to expire November 2016

Upon motion of Trustee Torres and second of Trustee Rodriguez, the Governing Board approved the Quote for Site Surveys. Motion carried 4-0. President Klinefelter and Trustees Rodriguez, Torres and Martinez-Cortes voted aye.

QUOTE FOR SITE
SURVEYS
M-90

Upon motion of Trustee Torres and second of Trustee Martinez-Cortes, the Governing Board approved the Proposal from Hughes General Engineering for Rio Vista School Drainage Repairs. Motion carried 4-0. President Klinefelter and Trustees Rodriguez, Torres and Martinez-Cortes voted aye.

PROP. HUGHES
GEN FOR RIO
VISTA
M-91

Upon motion of Trustee Torres and second of Trustee Rodriguez, the Governing Board approved the eRate Contract Amendment. Motion carried 4-0. President Klinefelter and Trustees Rodriguez, Torres and Martinez-Cortes voted aye.

ERATE CONTRACT
AMEND
M-92

Upon motion of Trustee Rodriguez and second of Trustee Torres, the Governing Board approved the Consent Agenda, as amended. Motion carried 4-0. President Klinefelter and Trustees Rodriguez, Torres and Martinez-Cortes voted aye.

CONSENT AGENDA
M-93

The Governing Board approved the Minutes of the Regular Board Meeting of January 21, 2015.

Min. of Reg. Mtg .
01/21/15

The Governing Board approved the Minutes of the Special Board Meeting of February 2, 2015.

Min of Spec. Mtg. of
02/02/15

11.2



EDUCATING LEARNERS FOR THE 21ST CENTURY

Agenda Item Details

Meeting	Mar 18, 2015 - RSD Regular Board Meeting
Category	11. Consent Agenda
Subject	11.2 Approval of Donation Report
Access	Public
Type	Action (Consent)
Recommended Action	Staff recommends approval.

Public Content

It is recommended that the Governing Board accept the following donations:

Site	Donor	Use of Donation	Amount
Rio Vista	Wells Fargo	Student Incentives	484.56
Rio Vista	Target	Donation Account	74.40
Rio Vista	Garden Acres	Donation Account	500.00
Rio del Valle	Target	Student Incentives	37.98
Rio del Mar	Target	Student Incentives	277.82
Rio del Norte	Target	Celebrations and Rewards	104.05
Rio del Norte	Coca Cola	Celebrations and Rewards	35.07
Rio Vista	Wells Fargo	Donation Account	282.66

Administrative Content

Executive Content

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11.3



Agenda Item Details

Meeting	Mar 18, 2015 - RSD Regular Board Meeting
Category	11. Consent Agenda
Subject	11.3 Approval of Personnel Report
Access	Public
Type	Action (Consent)
Recommended Action	Staff recommends approval

Public Content

The administration presents for consent the attached Personnel Report for classified and certificated positions.

Fiscal Impact: N/A

Funding Source: N/A

[Pers Report - March 18 2015 \(1\).pdf \(17 KB\)](#)

Administrative Content

Executive Content

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

RIO SCHOOL DISTRICT

March 18, 2015

Classified Personnel Report

Classified Ratification of Employment:

Chang, Amanda, Instructional Assistant SPED, 3.75 hours, effective 2/20/2015

Orozco, Kayden, Secretary, District Office, 12 months, effective 3/10/2015

Classified Transfer/Promotion:

Ramirez, Maria G., Promotion to School Office Manager, 11 Months, effective 2/19/15

Serena, Kelly, Instructional Assistant SPED, from 3 hours to 5.75 hours, effective 3/2/2015

Classified Resignation:

Castillo, Aurora, Food Service Worker, 4.25 hours, effective 3/2/2015

11.4



Agenda Item Details

Meeting	Mar 18, 2015 - RSD Regular Board Meeting
Category	11. Consent Agenda
Subject	11.4 Ratification of the Commercial Warrant Register
Access	Public
Type	Action (Consent)
Recommended Action	Staff recommends approval.

Public Content

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

The District processed payment to vendors since the last meeting of the Governing Board for a total amount of \$1,069,452.18, which included processing payments for all funds of the District in the following amounts:

Fund 010 (General Fund)	\$890,561.91
Fund 130 (Cafeteria Fund)	\$127,338.54
Fund 211 (Building Fund)	630.00
Fund 251 (Capital Facilities-Res.)	\$14,578.17
Fund 490 (Capitol Projects Fund)	\$36,431.25
Less Unpaid Sales Tax Liability	-\$87.69

TOTAL \$1,069,452.18

Fiscal Impact: \$1,069,452.18

Funding Source: Varied funds as listed

[CommWarr031815.pdf \(273 KB\)](#)

Administrative Content

Checks Dated 02/12/2015 through 03/10/2015

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009017613	03/09/2015	AT&T	010-5900		73.06
5009017614	03/09/2015	BALFOUR BEATTY CONSTRUCTION	251-5800		1,720.00
5009017615	03/09/2015	CITY OF OXNARD	010-5540		3,697.56
5009017616	03/09/2015	CMRS-FP	010-5915		12,000.00
5009017617	03/09/2015	SOUTHERN CALIF. EDISON	010-5520		12,835.37
5009017618	03/09/2015	FGL Environmental	010-5800		81.00
5009017619	03/09/2015	FRANKLIN TRUCK PARTS, INC.	010-4300		11.00
5009017620	03/09/2015	THE GAS COMPANY	010-5530		1,620.00
5009017621	03/09/2015	GIBBS INTERNATIONAL	010-4300		28.73
5009017622	03/09/2015	Grainger	010-4300	382.30	
			130-4300	275.27	657.57
5009017623	03/09/2015	HARRIS WATER CONDITIONING	010-5540		91.53
5009017624	03/09/2015	NYELAND ACRES WATER COMPANY	010-5540		368.36
5009017625	03/09/2015	O'Reilly Auto Parts	010-4300		1,922.78
5009017626	03/09/2015	PARADISE CHEVROLET	010-4300		19.18
5009017627	03/09/2015	PARKHOUSE TIRE, INC.	010-5610		3,655.53
5009017628	03/09/2015	Pioneer Chemical Co	010-4325	295.65	
			010-9320	20,484.25	20,779.90
5009017629	03/09/2015	PRAXAIR DISTRIBUTION INC	010-4300		27.55
5009017630	03/09/2015	QUALITY WINDOWS	010-4335		455.87
5009017631	03/09/2015	RIO PLAZA WATER COMPANY #518	010-5540		2,441.35
5009017632	03/09/2015	SAFETY-KLEEN, INC.	010-5800		794.21
5009017633	03/09/2015	SAWYER PETROLEUM	010-4300		1,334.28
5009017634	03/09/2015	Ventura County SELPA	010-5800		24,600.00
5009017635	03/09/2015	Sonitrol	010-5620		178.00
5009017636	03/09/2015	Taylor Steel & Welding	010-4300	77.93	
			010-4335	36.94	114.87
5009017637	03/09/2015	Traffic Technologies, LLC	010-4300		173.66
5009017638	03/09/2015	Tubbs Bros.	010-5610		2,315.00
5009017639	03/09/2015	U-Rent, Inc.	010-4300		94.60
5009017640	03/09/2015	Velocity Truck Center	010-4300		140.48
5009017641	03/09/2015	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5620		2,158.00
Total Number of Checks				204	1,069,452.18

Fund Summary

Fund	Description	Check Count	Expensed Amount
010	General Fund	185	890,561.91
130	Cafeteria Fund	22	127,338.54
211	Building Fund	1	630.00
251	CAPITAL FACILITIES - RESIDENTI	6	14,578.17
490	Capital Projects Fund for Blen	1	36,431.25
Total Number of Checks		204	1,069,539.87
Less Unpaid Sales Tax Liability			87.69
Net (Check Amount)			1,069,452.18

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.

ESCAPE

Checks Dated 02/12/2015 through 03/10/2015

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009017463	02/19/2015	U.S. Bank Systems	Corporate Payment 010-5600	166.00	
			010-5800	60.00	6,182.60
5009017464	02/20/2015	UNITED STATES TREASURY	010-3301		296.71
5009017465	02/20/2015	York Risk Services Group, Inc	010-1101		10,231.28
5009017466	02/20/2015	Employment Dev Dept	010-3501	412.01	
			010-3502	144.16	556.17
5009017467	02/23/2015	Padmini Vasani	010-5200		41.40
5009017468	02/23/2015	Abbey Shaw Linder	010-5200		125.00
5009017469	02/23/2015	Jenise A. Buckenberger	130-5200		50.00
5009017470	02/23/2015	Wanda Kelly	010-4300		322.30
5009017471	02/23/2015	Kenneth J. Henschel	130-4300		115.29
5009017472	02/23/2015	Patricia Howell-Avila	010-5200		546.55
5009017473	02/23/2015	Jacqueline S. Coronado	010-5200		95.00
5009017474	02/23/2015	Carmen Vasquez	010-4300		266.22
5009017475	02/23/2015	Sandra VonCannon-Legaspi	010-5200		35.00
5009017476	02/23/2015	Margarita Mosqueda	010-5200		90.00
5009017477	02/23/2015	Maria M. Hernandez	010-5200		73.80
5009017478	02/23/2015	Heather Parke	010-4300		150.10
5009017479	02/23/2015	Angela M. Handley	010-5200		100.00
5009017480	02/23/2015	Julie E. Maria	010-4300		418.50
5009017481	02/23/2015	Nicole L. Flaherty	010-5200		125.00
5009017482	02/23/2015	Jessica Zarate-Martinez	010-5200		23.34
5009017483	02/23/2015	Lacey Piper	130-5200		141.73
5009017484	02/23/2015	Melissa Navarrete	010-5200		4.88
5009017485	02/23/2015	THE ACTIVE NETWORK, INC.	010-5800		2,090.00
5009017486	02/23/2015	APPLIED BACKFLOW TECHNOLOGIES	010-5540		537.00
5009017487	02/23/2015	Aswell Trophy	010-5800		70.20
5009017488	02/23/2015	AT&T	010-5900		9.57
5009017489	02/23/2015	AT&T	010-5900		72.93
5009017490	02/23/2015	CANON BUSINESS SOLUTIONS, INC.	010-5612		55.23
5009017491	02/23/2015	CASA PACIFICA	010-5800		3,474.00
5009017492	02/23/2015	CONTINUING DEVELOPMENT, INC.	010-5100	5,872.52	
			010-5800	1,505.00	7,377.52
5009017493	02/23/2015	CITY OF OXNARD	010-5540		5,639.23
5009017494	02/23/2015	Copy Court	010-5800		2,808.00
5009017495	02/23/2015	DIV. OF THE STATE ARCHITECT	251-6200		70.00
5009017496	02/23/2015	E J Harrison & Sons	010-5560		3,172.42
5009017497	02/23/2015	SOUTHERN CALIF. EDISON	010-5520		15,287.09
5009017498	02/23/2015	THE GAS COMPANY	010-5530		542.72
5009017499	02/23/2015	GOLDEN STATE SYSTEMS	010-4300		495.75
5009017500	02/23/2015	HARRIS WATER CONDITIONING	010-5540		48.75
5009017501	02/23/2015	HUBERT COMPANY	130-4300		57.02
5009017502	02/23/2015	KONICA MINOLTA PREMIER FINANCE	010-5612	2,416.94	
			130-5612	42.63	2,459.57
5009017503	02/23/2015	Learning Priority, Inc	010-5800		3,500.00
5009017504	02/23/2015	MJP COMPUTERS	010-4400	5,184.00	

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.

ESCAPE

Page 2 of 6

Checks Dated 02/12/2015 through 03/10/2015

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009017538	02/26/2015	SUN TRUST	490-7438	13,336.67	
5009017539	02/26/2015	Underwood Family Farms	490-7439	23,094.58	36,431.25
5009017540	02/26/2015	VCSCA c/o. Pat Birkhead, Treasurer	010-5200		816.00 117.00
5009017541	03/02/2015	United of Omaha Life Ins. Co.	010-9534		1,134.36
5009017542	03/02/2015	AMERICAN BUILDING COMFORT	010-5610		3,420.00
5009017543	03/02/2015	Amerigas	010-5800	237.20	
5009017544	03/02/2015	Aswell Trophy	130-4300	77.13	314.33
5009017545	03/02/2015	Atkinson, Anderson, Loya, Ruud & Romo	010-4300		265.94
5009017546	03/02/2015	AUTO CITY GLASS	010-5802		9,410.00
5009017547	03/02/2015	BARON INDUSTRIES	010-5610		682.15
5009017548	03/02/2015	C & M AUTO TRUCK ELECTRIC	010-5620	963.56	
5009017549	03/02/2015	CANON BUSINESS SOLUTIONS, INC.	010-5610	27.75	991.31
5009017560	03/02/2015	CANON BUSINESS SOLUTIONS, INC.	010-5612		320.00
5009017551	03/02/2015	CA. ASSOC. OF SCHOOL BUSINESS OFFICIALS	010-5612		549.21
5009017552	03/02/2015	GCP Industries	010-5200		164.48
5009017553	03/02/2015	COASTAL OCCUPATIONAL MEDICAL GROUP	010-4300		926.00
5009017554	03/02/2015	COGGS TIRE SERVICE	010-5800		400.96
5009017555	03/02/2015	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION	010-5610		90.00
5009017556	03/02/2015	SASS/MESTMAKER INSURANCE	010-5800		23.38
5009017557	03/02/2015	City Of Oxnard-City Treasurer	010-5800		320.00
5009017558	03/02/2015	FEDEX	010-5450		135.00
5009017559	03/02/2015	Fry's Electronics customer #70893	010-5561		359.36
5009017560	03/02/2015	Global Equity Communications	010-5900		281.21
5009017561	03/02/2015	Hank Wadsworth	010-4300		21.58
5009017562	03/02/2015	Julie Avnik	010-5800		4,080.00
5009017563	03/02/2015	Leon's Transmissions	010-5800		1,330.00
5009017564	03/02/2015	Ford Motor Credit Attn Municipal Credit	211-5800		630.00
5009017565	03/02/2015	Olga Alvarado	010-5610		2,877.67
5009017566	03/02/2015	OXNARD ELEM SCHOOL DISTRICT	130-7438	115.99	
5009017567	03/02/2015	OXNARD POLICE DEPARTMENT	130-7439	530.95	648.94
5009017568	03/02/2015	Tammy Van Fleet, PHD, BCBA	010-5200		170.39
5009017569	03/02/2015	VENTURA COUNTY SCHOOL BOARD ASSOCIATION	010-5800	5,339.84	
5009017570	03/02/2015	Manuel M. Munoz DBA VIDA NEWSPAPER	010-7141	6,161.00	11,500.84
5009017571	03/03/2015	Karen Grande	010-5804		17.00
5009017572	03/03/2015	Josh Steiner	010-5800		1,200.00
5009017573	03/03/2015	Pamela Waitmann	010-5200		60.00
5009017574	03/03/2015	AMAZON.COM CORPORATE CREDIT	010-5800		
5009017575	03/03/2015	Apple Computer Inc.	010-4300		
			010-4300		1,850.00
					39.10
					180.00
					21.28
					1,275.55
					320.76

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.

RECAPED

11.5



Agenda Item Details

Meeting	Mar 18, 2015 - RSD Regular Board Meeting
Category	11. Consent Agenda
Subject	11.5 Approval of Rio Del Valle Middle School and Rio Vista Middle School Field Trip to Washington, D.C.
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended that the Governing Board approves this field trip on March 30-April 3, 2015 to Washington D.C and New York. The purpose of this activity is to "Enrich Students' Lives" by extending education into the worldwide classroom and provide an opportunity for learning through seeing, experiencing, and interacting.

Public Content

Pursuant to Governing Board Policy, No. 6153 (Instruction – Field Trips) regarding field trips outside of the regular school day and/or outside of Ventura County, we are requesting approval of Rio del Valle's and Rio Vista's field trip to Washington D.C. on March 30-April 3, 2015. In all, 28 students and 3 adult chaperones will be part of the trip. The five-day trip includes three days in Washington D.C. and two days in New York City which provides all inclusive trip transportation to and from airports, round trip airfare, hotel, three meals per day, tour guides in both sites and evening events (including one Broadway show). Students will visit sites such as the White House, Smithsonian Museums, The Capitol, Time Square, 911 Memorial and Statue of Liberty. The program is based on national curriculum standards and promotes higher order thinking. Certified course leaders challenge students to assess and apply what they are learning through first-hand experience so they take away the most from the program. Committed to helping teachers teach and helping students learn, WorldStrides offers a variety of programs for students. Accreditation recognizes educational institutions for performance, integrity, and quality that entitle them to the confidence of the educational community and the public. WorldStrides was accredited the [HYPERLINK "http://www2.boisestate.edu/nasc/"](http://www2.boisestate.edu/nasc/) Northwest Association of Accredited Schools using high standards similar to those used to accredit a school before it opens. The expenses for this trip will be paid for entirely by the students and their parents. Many students have organized fundraising activities to raise part or all of the funds to pay for their trip. Transportation will be provided by a commercial airline carrier and is organized by WorldStrides.

Fiscal Impact: \$2,500.00 per student (28 students)= \$70,000.00

Funding Source: The expenses for this trip will be paid for entirely by the students and their parents. Many students have organized fundraising activities to raise part or all of the funds to pay for their trip.

Administrative Content

Executive Content

11.6



Agenda Item Details

Meeting	Mar 18, 2015 - RSD Regular Board Meeting
Category	11. Consent Agenda
Subject	11.6 Approval of EdLeader 21 Annual Subscription Renewal Fee
Access	Public
Type	Action (Consent)
Recommended Action	Staff recommends approval.

Public Content

EdLeader21 is a national network of school and district leaders focused on integrating the 4Cs (critical thinking, communication, collaboration and creativity) into education. This professional development for leaders will support District office and school level management in assisting the Rio School in becoming a World class learning organization.

Fiscal Impact: \$7500.00

Funding Source: Superintendent's Academy

[Edleader21Ren1516.pdf \(93 KB\)](#)

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.

EdLeader21

177 N. Church Avenue
Suite 305
Tucson, AZ 85701

Invoice

Date	Invoice #
2/24/2015	1306

Bill To
Rio School District John Puglisi 2500 East Vineyard Avenue Oxnard, CA 93036

Item	Description	Qty	P.O. No.	Terms
			Rate	Amount
3600	Annual subscription renewal fee for EdLeader21 Professional Learning Community (Medium School/District Tier II)		7,500.00	7,500.00
			Total	\$7,500.00
			Payments/Credits	\$0.00
			Balance Due	\$7,500.00

11.7



Agenda Item Details

Meeting	Mar 18, 2015 - RSD Regular Board Meeting
Category	11. Consent Agenda
Subject	11.7 Approval for Superintendent to Participate in the EdLeader 21 PLC Advisory Group- March 25-27, 2015, Scottsdale, Arizona
Access	Public
Type	Action (Consent)
Recommended Action	Staff recommends approval.

Public Content

EdLeader 21 is offering Superintendent Puglisi the opportunity to serve on the PLC Advisory Committee. The Advisory Committee is a group of approximately 15 leaders from across the country that are at the center of helping create a vibrant PLC and ensuring that their work is meeting the needs of EdLeader21 members.

The responsibility is to attend a planning meeting March 25-27, 2015 in Scottsdale, AZ, and to be on the phone for an hour every 2-3 months. In addition, they will rely on our PLC Advisors to play a visible role in our Annual Event.

EdLeader 21 will cover the hotel accommodations and provide a \$500.00 travel stipend.

Fiscal Impact: None

Administrative Content

Executive Content

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11.8



Agenda Item Details

Meeting	Mar 18, 2015 - RSD Regular Board Meeting
Category	11. Consent Agenda
Subject	11.8 Approval of the Quote with Murals by Lisa Kelly for Murals at Rio Del Norte
Access	Public
Type	Action (Consent)
Recommended Action	Staff recommends approval

Public Content

Improvements to the Rio del Norte campus include mural paintings that will be funded from the Measure G plan. Eagle designs will be painted on 41 of the existing columns at the site and contribute too aesthetic, logistical, and instructional purposes.

Fiscal Impact: \$6150.00

Funding Source: Measure G

[MuralsbyLisaKelly031815.pdf \(128 KB\)](#)

Administrative Content

Executive Content

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Murals by Lisa Kelly,
3892 Channel Islands
Oxnard, Ca. 93035
805 901 3278
muralkid@aol.com www.lisakellymurals.com

Mural Estimate:

**Rio Del Norte School
2500 Lobelia Drive
Oxnard, Ca. 93036
805 604 1412**

Date: February 23, 2015

Job Description:

Paint Eagle designs on each of the 41 columns as discussed and charted out around the school. Designs and details to be discussed.

Amount: \$150.00 per column

Total: \$6150.0

We kindly ask 1/3 down on all jobs to cover starting materials and expenses.

Price includes all materials and supplies.

Please make checks payable to Lisa A Kelly

Thank You!!

*Measure G project
put on March 18
consent
agenda*

11.9



Agenda Item Details

Meeting	Mar 18, 2015 - RSD Regular Board Meeting
Category	11. Consent Agenda
Subject	11.9 Professional Development-Dual Immersion Program-JBS International
Access	Public
Type	Action, Information
Recommended Action	Staff recommends approval

Public Content

JBS International provides evaluation reviews and technical assistance for rigorous evaluations of educational programs through the nation and has worked with schools, districts and county offices within the state of California. As outlined in the proposed contract, JBS will conduct four workshops with teachers and principal at Rio Real Elementary School. The primary goal of these workshops is to identify and select productive practice and policy for applying recommendations outlined in the recent JBS evaluation report. Workshops will focus in the following areas:

1. Curriculum, Instruction and Assessment;
2. Connecting, Teachers, and Administrators to Local Resources;
3. Policy Direction: Enrollment, Curriculum, Instruction and Assessment; and
4. Policy Direction: Planning and Monitoring, Connecting to Resources

Fiscal Impact: Not to exceed \$6,158.00

Funding Source: Title I

[JBSContract031815.pdf \(883 KB\)](#)

Administrative Content

Executive Content

Dual Immersion Academy Workshops

JBS International submits this proposal for conducting four workshops with the teachers and Principal at Rio Real Elementary (RRE), the Rio School District, and stakeholders, for workshop activities centered on in-depth dialogue of the findings and recommendations outlined in JBS's final report of the implementation evaluation of the Dual Immersion Academy (DIA) at RRE. JBS understands that the primary goal of these workshops is to identify and select productive practice and policy for applying recommendations discussed in the evaluation report. In consideration of this overarching goal, JBS proposes Dr. Annie Georges and Mr. Saúl Maldonado to co-facilitate workshops on the following topics:

1. Curriculum, Instruction and Assessment;
2. Connecting Teachers and Administrators to Local Resources;
3. Policy Direction: Enrollment, Curriculum, Instruction and Assessment; and
4. Policy Direction: Planning and Monitoring, Connecting to Resources.

Upon approval of the contract, JBS proposes an opening meeting with the District, RRE Principal and stakeholders to finalize the content and determine the dates and format of each workshop. JBS assumes that each of the workshops will occur on a weekday during regular business hours. JBS anticipates approximately 27 teachers from RRE, the RRE Principal, Superintendent, Assistant Superintendent, and other District staff as identified by the Superintendent will participate in the workshops. JBS proposes two site visits, facilitating two workshops per site visit, during Spring 2015. Each site visit will span two days. Prior to each visit, JBS will submit, via e-mail, all materials to be reviewed and discussed during the workshop to the District and the Principal. JBS assumes that the District and RRE will determine who should attend the workshops, distribute meeting materials to participants and will provide the meeting space to conduct the workshops. The District will also communicate with participants to ensure their attendance at the workshops. JBS envisions continuous communication and collaboration via e-mail and phone with the District and its stakeholders throughout the term of this contract.

Below, JBS provides a preliminary outline of the content of each workshop. The suggested content of each workshop has been selected to align with the final report.

Workshop 1: Curriculum, Instruction and Assessment

Who Should Attend: Teachers, Principal

Expected number of participants: 27 teachers, the Principal

Proposed duration: 90 minutes

Proposed content:

1. Overview of what was learned from the classroom observations
2. Criteria used to evaluate the success of DIA
3. Performance and possibilities in curriculum and instruction

Value of thought. Value of solution.

9. ADEPT assessment alignment with CELDT categorizations to inform planning (design), instruction (delivery, differentiation) and decisions on reclassifications

Workshop 4: Policy Direction: Planning and Monitoring, Connecting to Resources

Who Should Attend: Principals, District Staff

Expected number of participants: 5

Proposed duration: 60 minutes

Proposed content:

1. Availability of resources to recruit, select, prepare and support teachers to manage DIA classroom structures and implement DIA instructional practices
2. Strategic action plan to articulate DIA partnership processes within RRE and Rio School District as well as between RRE, Rio School District and other Two-Way Bilingual Immersion programs
3. Identification of local resources and processes for connecting teachers, families and students to local resources

JBS, in collaboration with the District and its stakeholders, will prepare a manuscript of the findings from the evaluation and the workshops that may be submitted to academic journals for peer-review publication including subsequent revisions as requested by journals.

Value of thought. Value of solution.

North Bethesda, MD | Burlingame, CA | www.jbsinternational.com

11.10



Agenda Item Details

Meeting	Mar 18, 2015 - RSD Regular Board Meeting
Category	11. Consent Agenda
Subject	11.10 Approval of Contract with Golden State Alarms for Fire Systems Services
Access	Public
Type	Action (Consent)
Recommended Action	Staff recommends approval

Public Content

During regular annual fire alarm systems inspections, new system requirements were identified. Mandated requirements went into effect in 2013, include labeling and identifying all signal devices. In addition, inoperable devices will be replaced or repaired.

Staff recommends use of Golden State Alarms to perform the work to ensure safety and compliance with National Fire Protection Agency (NFPA) requirements.

Fiscal Impact: \$65,000.00

Funding Source: Measure G

[Golden State Alarm summary031815.pdf \(363 KB\)](#)

Administrative Content

Executive Content

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GOLDEN STATE ALARMS

RIO DEL NORTE

12/31/14	Fire Alarms System testing and Labeling of all devices, purchase of label tapes.	\$4,668.60
01/07/15	Changed Batteries at different buildings deprogramming, purchase of batteries.	\$816.32
02/13/15	Replaced batteries and annunciator, purchased remote annunciator board and batteries.	\$2,539.70
		<u>\$8,024.62</u>

RIO DEL MAR

12/31/14	Fire Alarm System testing and labeling of all devices, purchase of label tapes.	\$9,825.80
01/07/15	Adjusted PIVs and replaced exterior horn, downloaded descriptor changes.	\$547.22
		<u>\$10,373.02</u>

RIO PLAZA

12/24/14	12/5, 12/11, and 12/18 investigate wire run to separate circuits and achieve proper operation	
	12/19 pulled wire from Mens restroom to Office strobe to combine circuits, purchase cable and conductors.	\$3,828.32
01/22/15	1/19 Isolated ground fault, 1/21 replaced module and repaired wire in underground.	\$2,892.16
		<u>\$6,720.48</u>

RIO ROSALES

11/28/14	Partial Fire Alarm System testing and labeling of all devices, purchase of label tapes.	\$7,218.20
12/26/14	Partial Fire Alarm System testing (84%).	\$4,400.00
12/31/14	Completion of Fire Alarm System testing.	\$3,080.00
		<u>\$14,698.20</u>

RIO DEL VALLE

01/09/15	Fire Alarm System testing and labeling of all devices, purchase of label tapes.	\$10,412.90
01/19/15	1/9 Replaced 7 smoke alarms, Re-programmed devices off the system that no longer exist	
	1/12 Replaced broken pull station; Library devices still having trouble, service to continue	
	purchased smoke detector head and pull station with back box.	\$2,897.25
01/22/15	1/12 traced wires and found bad wires between Library and Main Fire Panel, 1/13 Troubleshoot and	
	found duct detector intact. Re-wired new SLC data for Library, installed 4 new modules, 1/20	
	tested modules, purchased FCI addressable Monitor Module.	\$4,846.27
02/05/15	1/22 Troubleshoot wiring for notification circuits, found circuits not working, found Simplex signal	
	panel needed replacement for 8 circuits, 1/23 investigated notification circuits and how they trigger	
	signal panels, 2/3 located EOLs for circuits to replace, service to continue.	\$4,180.00
		<u>\$22,336.42</u>

GRAND TOTAL \$62,152.74

11.11



Agenda Item Details

Meeting	Mar 18, 2015 - RSD Regular Board Meeting
Category	11. Consent Agenda
Subject	11.11 Executed Consultant Agreement with Balfour Beatty Program Management/Construction Services
Access	Public
Type	Action (Consent)
Recommended Action	Staff recommends approval

Public Content

At the January 2015 board meeting, the board approved the selection of Balfour Beatty as the Program Manager and Construction Manager for the Measure G Bond Program.

The subsequent contract language for these services have been approved by all parties and are recommended for action.

[Rio School District PM-CM Svcs Agreement BBC Executed 3-5-15.pdf \(9,150 KB\)](#)

Administrative Content

Executive Content

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AGREEMENT FOR PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES

BETWEEN

**RIO SCHOOL DISTRICT,
a political subdivision of the State of California
("District")**

AND

**BALFOUR BEATTY CONSTRUCTION, LLC,
a Delaware limited liability company
("Manager")**

January 21, 2015

AGREEMENT FOR PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES

THIS AGREEMENT FOR PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES (this "Agreement") is made as of the twenty-first day of January in the year 2015, between the Rio School District, a political subdivision of the State ("District") and Balfour Beatty Construction, LLC, a Delaware limited liability company ("Manager"). District and Manager are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

RECITALS:

A. District serves a certain unincorporated community of El Rio, the Riverpark development, and certain portions of the City of Oxnard. Pursuant to California Government Code sections 4525, *et seq.*, District desires to contract with a firm qualified to provide comprehensive program and construction management services for the new construction of a project currently known as the RiverPark West K-8 STEAM School and modernization projects starting at four (4) schools, all of which are funded in part by the District's Measure G Bonds (the "Program").

B. In accordance with California Government Code section 4529.5, the firm must provide evidence that the firm and its personnel carrying out onsite responsibilities have expertise and experience in construction project design review and evaluation, construction mobilization and supervision, bid evaluation, project scheduling, cost-benefit analysis, claims review and negotiation, and general management and administration of a construction project.

C. Pursuant to District's Request for Proposals, Manager submitted to District a bid containing evidence that Manager has the requisite expertise and experience to manage the Program, including oversight and coordination of the projects comprising the Program, and, at the District's discretion, construction, and administration of projects that comprise the Program. The Board approved Manager's bid for the Program at a regularly-scheduled meeting on January 21, 2015.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereto agree as follows:

Article 1. Definitions

The following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:

- 1.1. Additional Insureds is defined in Section 14.5.1.
- 1.2. Agreement is defined in the first paragraph of this document, and consists exclusively of this document and all identified exhibits attached and incorporated by reference.
- 1.3. Architect means the architect(s) that District designates as being the architect(s) for all or a portion of the Program, including all consultants to the Architect(s).
- 1.4. Bidding Phase is defined in Exhibit "A."

more detailed and comprehensive architectural, structural, mechanical, electrical, civil, landscape, and budget documents, and review and comment on District's construction bid documents.

1.16. Design Team means the Architect(s) that District designates as being the architect(s) for all or a portion of the Program, including all consultants to the Architect(s), plus all engineer(s) or other designer(s), who have a responsibility to District to design all or a portion of the Program either directly or as a subconsultant or subcontractor.

1.17. District is defined in preamble of this Agreement.

1.18. District Representative means the individual identified herein who is authorized to act on District's behalf with respect to the Program.

1.19. DSA means the Division of the State Architect.

1.20. Extra Services is defined in Section 7.1.

1.21. Facilities Master Plan means that certain Facilities Master Plan, dated as of September 1, 2014, which identifies District's short-term and long-term facilities needs within its jurisdictional boundaries and provides optimal and alternative plans for addressing those needs.

1.22. Fee is defined in Section 6.1.

1.23. Indemnified Parties is defined in Section 10.1.

1.24. IOR means the Inspector of Records.

1.25. Manager is defined in the preamble of this Agreement.

1.26. Measure G means that certain school bond measure, submitted on the November 4, 2014 ballot and passed by more than fifty-five percent (55%) of the electorate, which authorized District to issue thirty-eight million five hundred thousand dollars (\$38,500,000.00) in bonds in order to improve the quality of education in District; modernize outdated classrooms and facilities in District; make certain health and safety improvements in District; improve District students' access to computers and technology; construct new classrooms and school facilities in District; and upgrade inadequate electrical and plumbing systems in District.

1.27. Notice to Proceed means a written communication from District to Manager stating the date that Manager may begin work on a Project, subject to the terms and conditions of this Agreement, and commencing the performance time of this Agreement.

1.28. Prevailing Wage Laws is defined in Section 23.3.

1.29. Program is defined in the Recitals to this Agreement. The Program may include multiple projects, each with multiple components. Any one of the components or combination thereof may be changed, including terminated, in the same manner as the Projects or the Program, as indicated herein, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Manager shall invoice for each component separately and District shall compensate Manager for each component

2.3. Review of General Obligation Bond Program Reports and Facilities Master Plan: Manager shall review any general obligation bond program reports pertaining to Measure G, District's Facilities Master Plan, and other written materials made available by District to Manager to fully understand the nature, extent and intent of the general obligation bond program reports, the Facilities Master Plan and the Projects.

2.4. Review of Measure G: Manager shall review Measure G and other written materials made available by District to Manager which relate to Measure G to fully understand the extent of funding available to implement the general obligation bond program report plans for District, and the anticipated schedule for issuance of bonds under Measure G relative to the anticipated design, bidding and construction of the Projects.

2.5. Coordination: In the performance of the Services under this Agreement, Manager agrees that it will maintain such coordination with District personnel and/or its designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the Design Team, and the persons responsible for operation of District's Project labor agreement, if any. If Manager employs subconsultant(s), Manager shall ensure that its contract(s) with its subconsultant(s) include language notifying the subconsultant(s) of District's Project labor agreement, if any.

2.6. Additional Services. Should the Board determine to expand the scope of the Program and/or supplement the Program Budget based upon availability of additional funds, Manager agrees to perform the additional scope of work under the fee and cost terms of this Agreement.

2.7. Local Small Businesses. To the maximum extent permissible by law, Manager will assist District in establishing and enforcing program(s) that will result in economic advantage to the local small business community.

2.8. Conflicts of Interest Prohibited: Manager shall not be permitted to submit proposals or otherwise seek contracts for the following services to be procured by District in connection with any Project: Design Team professional, IOR or test/inspection. If Manager identifies potential Design Team professionals, IORs, or test/inspection services in connection with a Project, Manager shall affirmatively and unequivocally represent and warrant to District that neither Manager nor any person who holds any equity interest in Manager's organization is a former or current holder of any equity interest in the firm identified and that neither Manager nor any holder of any equity interest in Manager's organization has any financial interest in the firm identified. District reserves the sole discretion to waive this section's requirement on a case-by-case basis.

Article 3. Manager Staff

3.1. Manager has been selected to perform the work herein because of the skills and expertise of key individuals within Manager's firm.

3.2. Manager agrees that the following key people in Manager's firm shall be associated with the Project in the following capacities:

Program Director:	Dennis Kuykendall
Program Manager:	Keith Henderson

Program Budget and each component thereof. Manager shall revise the proposed Program Budget until the Board accepts a final Program Budget and all the components thereof.

5.2. Manager shall specify all pre-design and pre-construction investigations and analyses necessary to prevent cost overruns, differing site conditions claims, other construction claims, design omissions, and budget overruns.

5.3. Manager shall work cooperatively with the Project design professional(s) during the Schematic Design Phase, Design Development Phase, and Construction Documents Phase so that the construction cost of the work designed by the Project design professional(s) will not exceed the Construction Cost Estimate, as may be adjusted subsequently with the District's written approval. Manager shall notify the District if it believes the construction cost of the work by the Design Team will exceed the Construction Cost Estimate. Manager, however, shall not perform or be responsible for any design or architectural services.

5.4. Manager shall notify the District immediately if it believes the construction cost of a Project will exceed the Construction Cost Estimate for that Project.

5.5. Evaluations of the Program Budget, and preliminary and detailed cost estimates prepared by Manager, represent Manager's best judgment as a professional familiar with the construction industry in the geographic area of the District.

5.6. If the Bidding Phase has not commenced within ninety (90) days after DSA approval, the Construction Cost Estimate shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which proposals are sought.

5.7. Manager specifically acknowledges that District is relying on Manager to monitor, review, verify, and revise each Project's Construction Budget at multiple instances throughout the Program.

5.7.1. Manager also specifically acknowledges that if any of the events listed in this section 5.7.1 occur during the course of one or more of the Projects, then District shall have the right to take any or all of the options listed below in section 5.7.2. Therefore, if:

5.7.1.1. The lowest responsive base bid received is in excess of ten percent (10%) of the Construction Cost Estimate;

5.7.1.2. The combined total of base bid and all additive alternates come in fifteen percent (15%) or more under the Construction Cost Estimate; or

5.7.1.3. The Construction Cost Estimate increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, insofar as these have not been caused by acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy;

5.7.2. Then District, in its sole discretion, may exercise one or a combination of the following alternatives:

Article 8. Ownership of Data

After completion of each Project or after termination of this Agreement, Manager shall deliver to District a complete set of Project records, including, without limitation, all documents generated by Manager, copies of all documents exchanged with or copied to or from all other Project participants, and all closeout documents. Said Project records shall be indexed and appropriately organized for easy use by District personnel. All Project records are the property of District, whether or not those records are in Manager's possession.

Article 9. Termination of Contract

9.1. If Manager fails to perform Manager's duties to the satisfaction of District, fails to fulfill in a timely and professional manner Manager's material obligations under this Agreement, or violates any of the material terms or provisions of this Agreement, District shall have the right to terminate this Agreement upon District giving written notice thereof to Manager, and provided that Manager fails to commence and diligently prosecute cure of such default(s) within seven (7) days of District's written notice tendered to Manager hereunder. In the event of a termination pursuant to this section, Manager may invoice District for all work performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to District's costs because of Manager's actions, errors, or omissions that caused District to terminate Manager.

9.2. District shall have the right in its sole discretion to terminate this Agreement for its own convenience. In the event of a termination for convenience, Manager may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination plus reasonable demobilization costs. This sum shall be the only amount(s) potentially owing to Manager if there is a termination for convenience.

9.3. Manager has the right to terminate this Agreement if District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Manager. Such termination shall be effective after receipt of written notice from Manager to District.

9.4. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.

9.5. In the event that this Agreement is terminated by District for cause, Manager shall provide all assistance reasonably requested by District in connection with the efficient and orderly transition of performance of the Services by Manager to any third party designated by District, at no cost to District. In the event that this Agreement is terminated by District for convenience or by Manager for cause, Manager will provide all assistance reasonably requested by District in connection with the efficient and orderly transition of performance of the Services by Manager to any third party designated by District at reasonable time and material rates to be agreed upon by the Parties.

9.6. Upon termination of this Agreement by District, Manager shall not have any claim against District by reason of such termination or by reason of any act incidental to termination, except for compensation for work performed or other costs as described in this Agreement.

background investigations of its employees. Manager shall not permit any employee to have any contact with District pupils until such time as Manager has verified in writing to the Board that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. Manager's responsibility shall extend to all employees, agents, and employees or agents of its subcontracts regardless of whether those individuals are paid or unpaid, concurrently employed by District, or acting as independent contractors of Manager. Verification of compliance with this section and the Criminal Background Investigation Certification (Exhibit "E") shall be provided in writing to District prior to each individual's commencement of employment or participation on the Program and prior to permitting contact with any student.

Article 12. Responsibilities of the District

12.1. District shall examine the documents submitted by Manager and shall render decisions so as to avoid unreasonable delay in the process of the Manager's Services.

12.2. District shall provide to Manager complete information regarding District's requirements for the Program.

12.3. District shall retain design professional(s) whose services, duties and responsibilities shall be described in written agreement(s) between District and the Design Team.

12.4. District shall, in a timely manner, and with Manager's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to Manager's and/or the Design Team's duties to recommend or provide same.

12.5. District, its representatives, and consultants shall communicate with the contractor either directly or through Manager.

12.6. During the Construction Phase of the Project(s), District may require that the contractors submit all notices and communications relating to the Program directly to Manager.

12.7. District shall designate an officer, employee and/or other authorized representatives to act on District's behalf with respect to the Program. District's representative for the Program shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

Article 13. Liability of District

13.1. Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall either Party be liable to the other, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

13.2. Any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent acts or omissions of Manager in its performance

all of its employees engaged in work related to the performance of this Agreement. In the case of any such work which is subcontracted, Manager shall require all subconsultants to provide Workers' Compensation Insurance for all of the subconsultant's employees to be engaged in such work unless such employees are covered by the protection afforded by Manager's Workers' Compensation Insurance. Manager and all subconsultants shall procure and maintain, during the term of this Agreement Employers' Liability insurance of \$1,000,000.00.

14.2.4. Professional Liability: Manager shall procure and maintain, during the term of this Agreement, professional liability/errors and omissions insurance in an amount of not less than \$2,000,000.00.

14.2.5. District reserves the right to modify the limits and coverages described herein.

14.3. District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

14.4. Deductibles and Self-Insured Retention: Manager shall inform the District in writing if any deductibles or self-insured retention exceeds twenty-five thousand dollars (\$25,000.00). At the option of the District, either:

14.4.1. District can accept a higher deductible;

14.4.2. Manager's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or

14.4.3. Manager shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

14.5. Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

14.5.1. Manager's and any and all subconsultant's Commercial General Liability insurance and automobile insurance shall name District, its employees, and Board members, and the Architect as "Additional Insureds." The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

14.5.2. Manager's policy(ies) shall be primary; any insurance carried by District shall only be secondary and supplemental. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Manager's insurance and shall not contribute with it.

14.5.3. Insurance written on a "claims made" basis is to be renewed by Manager and all subconsultants for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover Manager and all subconsultants for all claims made.

making of this Agreement. For breach or violation of this warranty, District shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Manager shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Manager specifically acknowledges that in entering this Agreement, Manager relies solely upon the provisions contained in this Agreement and no others.

Article 18. Non-Assignment of Agreement

Inasmuch as this Agreement is intended to secure the specialized services of Manager, Manager may not assign, transfer, delegate or sublet any interest herein without the prior written consent of District and any such assignment, transfer, delegation or sublease without District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest herein without the prior written consent of Manager and any such assignment, transfer, delegation or sublease without Manager's prior written consent shall be considered null and void.

Article 19. Law, Venue

19.1. This Agreement has been executed and delivered in the State and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State.

19.2. The county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

Any dispute or claim arising out of this Agreement shall be submitted to mediation prior to the commencement of arbitration, litigation, or other similar proceeding. The Parties agree to act in good faith to identify a mutually-acceptable mediator and to participate in mediation. If the Parties cannot agree upon a mediator, then each Party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator, assisting the Parties in attempting to reach a resolution. The Parties shall share equally in the cost of mediation. If the dispute or claim is resolved successfully through the mediation, then the resolution shall be documented by a written agreement executed by the Parties. If the mediation does not successfully resolve the dispute or claim, then the mediator shall provide written notice to the Parties reflecting the same, and the Parties may then proceed to seek an alternative form of resolution of the dispute or claim in accordance with the remaining terms of this Agreement and other rights and remedies afforded to them by law. Notwithstanding the foregoing, nothing in this article shall require mediation prior to commencing an action in equity for injunctive relief.

Article 23. Warranty of Manager

23.1. Manager warrants that Manager is properly licensed and/or certified under the laws and regulations of the State to provide all the Services that it has herein agreed to perform.

23.2. Manager certifies that it is aware of the provisions of the Labor Code of the State that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Manager certifies that it will comply with those provisions before commencing the performance of the Services.

23.3. Manager certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since Manager is performing work as part of an applicable "public works" or "maintenance" project, and since the total compensation is one thousand dollars (\$1,000.00) or more, Manager agrees to fully comply with and to require its sub-consultant(s) to fully comply with all applicable prevailing wage requirements of the California Labor Code.

Article 24. Cost Disclosure - Documents And Written Reports

Manager shall be responsible for compliance with California Government Code section 7550, if the total cost of this Agreement is over five thousand dollars (\$5,000.00).

Article 25. Communications

Communications between the Parties may be sent to the following addresses:

District:

Rio School District
2500 E. Vineyard Avenue
Oxnard, CA 93036
Attention: Kristen Pifko, Assistant Superintendent Business Services
Telephone: 805-485-3111
Email: kpifko@rioschools.org

Manager:

Balfour Beatty Construction
300 E. Esplanade Drive, Suite 1120
Oxnard, CA 93036
Attention: Dennis Kuykendall, Senior Project Manager
Telephone: 805-983-1558
Email: DKuykendall@balfourbeattyus.com

Any notice personally given shall be effective upon receipt. Any notice sent by facsimile shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

26.9. The waiver by one Party of the performance of any covenant, condition, or promise, or of the time for performing any act, under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such Party of any other covenant, condition, or promise, or of the time for performing any other act under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other remedies unless they are expressly excluded.

26.10. Exhibits attached hereto are hereby incorporated by this reference and made a part of this Agreement. In the event of any conflicts between the language of this Agreement and the exhibits, any data or express statements regarding scope of services contained in the exhibits, as they may be amended, shall control. Otherwise, the terms and conditions of the Agreement shall control.

26.11. Time is of the essence of each and every provision of this Agreement. Unless business days are expressly provided for, all references to "days" herein shall refer to consecutive calendar days. If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday, or federal, State, or legal holiday, such date shall automatically be extended to the next day which is not a Saturday, Sunday, or federal, State, or legal holiday.

26.12. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by facsimile or email provided that the original executed counterparts are delivered to the recipient on the next business day.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT "A"

**RESPONSIBILITIES AND SERVICES OF
PROGRAM MANAGER AND CONSTRUCTION MANAGER**

1.	BASIC SERVICES	A-1
2.	GENERAL PROGRAM SERVICES	A-5
3.	PRECONSTRUCTION PHASE	A-5
4.	PRE-BIDDING PHASE	A-7
5.	BIDDING PHASE	A-7
6.	CONSTRUCTION PHASE	A-8
7.	PROJECT COMPLETION	A-10
8.	FINAL DOCUMENTS	A-11
9.	WARRANTY	A-11

- 1.9. Without assuming liability for any part of a Project's design, perform constructability reviews, determine construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs of materials, preliminary budgets, and possible economies.
- 1.10. Interface with all trade contractors during construction to enable the District to be provided with an acceptable Program and the best value for taxpayer dollars.
- 1.11. Advise District as to the regulatory agencies that have jurisdiction over any portion or all of the Program, and as to coordination with and implementation of the requirements of the regulatory agencies, including, without limitation, DSA.
- 1.12. Contract for or employ, at Manager's expense, subconsultant(s) to the extent deemed necessary for Manager's services. Nothing in the foregoing shall create any contractual relationship between District and any subconsultant(s) employed by Manager under the terms of this Agreement.
- 1.13. Cooperate with District, Board, and other professionals employed by District for the design, coordination or management of other work related to the Project, including District staff and consultants, project manager(s), citizens' oversight committee, other District committees, and the community, to facilitate the timely completion of the Projects within Board approved budgets and to District design standards.
- 1.14. Chair, conduct and take minutes of periodic meetings between District and its design professional(s) of the site committee meetings, and of construction meetings during the course of the Project(s). Program Manager shall invite District and/or its representative to participate in these meetings. Manager shall keep meeting minutes to document comments generated in these meetings, but shall not be responsible for analyzing design issues raised in said meetings.
- 1.15. Develop for District approval a Program time schedule at the start of Program development that does the following:
 - 1.15.1. Provides sufficient time for bidding, and, if necessary, rebidding some, or all, of the individual bid packages;
 - 1.15.2. Coordinates and integrates the design professional(s)'s design efforts with bidding schedules;
 - 1.15.3. Includes realistic activity sequences and durations, allocation of labor and materials and delivery of products requiring long lead-time procurement; and
 - 1.15.4. Takes into account District's occupancy requirements (showing portions of the Program having occupancy priority and with ongoing operational occupancy requirements).

- 1.25. To the extent specifically applicable to Services hereunder, comply with any storm water management program that is approved by District and applicable to the Project, at no additional cost to District.
- 1.26. Verify that all Project contractor(s), Project subcontractor(s) and Manager's subconsultant(s) comply with any District-approved storm water management program that is applicable to the Project, at no additional cost to District.
- 1.27. Provide direction and planning to facilitate Project adherence to applicable environmental requirements such as those emanating from the Environmental Protection Agency (EPA), Cal/EPA, the California Environmental Quality Act ("CEQA"), Air Quality Management District and State and Regional Water Quality Control Board laws, regulations and rules. Manager shall comply with, and verify that all contractors and their subcontractors and Design Team professionals and their subconsultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by District and applicable to the Project, at no additional cost to District.
- 1.28. Manager shall maintain accurate cost accounting records in accordance with generally accepted accounting principles ("GAAP") on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. Manager shall provide accounting records to District on a monthly basis, or as reasonably requested by District. Manager shall afford District access to these records and preserve these records for a period of three (3) years after final payment, at no cost to District.
- 1.29. Manager is not responsible for:
 - 1.29.1. Ground contamination or hazardous material analysis;
 - 1.29.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District;
 - 1.29.3. Compliance with CEQA, except that Manager agrees to coordinate its work with that of any CEQA consultants retained by District, and to provide current information for use in CEQA compliance documents;
 - 1.29.4. Historical significance report;
 - 1.29.5. Soils investigation;
 - 1.29.6. Geotechnical hazard report;
 - 1.29.7. Topographic survey, including utility locating services;
 - 1.29.8. Other items specifically designated as District's responsibilities under this Agreement;
 - 1.29.9. As-built documentation from previous construction projects;

Plan. Keep accurate documentation of all discussions with users regarding scope and resolution.

- 3.5. Provide value engineering at the Schematic Design Phase and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the design documents and shall be coordinated with District's design guidelines and design professional(s). Prepare a value engineering report will document the results of the evaluation and make recommendations to District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. Provide to District value engineering recommendations and cost/benefit analyses of those recommendations.
- 3.6. Perform or subcontract for constructability reviews of each Project at the Design Development Phase and at 90% Construction Documents Phase. Review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to District. Make recommendations to District with respect to constructability, construction cost sequence of construction, construction duration and separation of the contracts for various Projects into categories of the work and separate bid trade packages. However, Manager is not responsible for providing, nor does Manager control, the Project design or the contents of the design documents. Manager's actions in reviewing the Project design and design documents and in making recommendations as provided herein are advisory only to District. The Design Team is not a third party beneficiary of Manager's work described in this paragraph and the Design Team remains solely responsible for the contents of design drawings and design documents.
- 3.7. Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by District, in coordination with design professional(s) and advise and consult with District.
- 3.8. Establish schedules for the soils consultant, for any hazardous materials testing and other consultants, and review costs, estimates, and invoices of each.
- 3.9. Develop and implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress and identifying and documenting problems and solutions for the Project. The system will allow for monthly progress reports to District regarding the schedule for the Project.
- 3.10. Organize an initial planning workshop to create baseline parameters for the Program, to define overall building requirements, Program strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.

- 5.3.6. Assist District with bid evaluations for responsiveness to bid requirements and evaluation of bidder responsibility and conduct reference checks. Report to District on results. Conduct post-bid conferences as required. Assist and advise regarding bid protests.
- 5.3.7. Coordinate contracting with low bidders, including the evaluation bonds and insurance.
- 5.4. Assist with the preparation of agenda items for Board approval. Coordinate submittals required by governing agencies.

6. CONSTRUCTION PHASE

- 6.1. Cost Control. Develop and monitor an effective system of construction cost control for the Program. Identify variances between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Program cost exceeds budgets or estimates. Manage the construction bids and contracts in accordance with the Program Budget.
- 6.2. Assist and support architects' construction administration processes.
- 6.3. Establish and implement quality control program, including as-built accuracy.
- 6.4. Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to District when contractor(s) fails to fulfill contractual requirements.
- 6.5. Establish and implement procedures, in collaboration with District and design professional(s), for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction contractor(s) to the design professional(s) for review and approval. Maintain submittal and shop drawing logs.
- 6.6. Maintain logs of requests for information ("RFI") from construction contractor(s), based on information obtained from the design professional(s). Evaluate and track RFIs and responses, shop drawings, samples, and other submittals. Advise District as to status and criticality of RFIs.
- 6.7. Manager may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. Manager shall provide to the design professional(s) and the District copies of these authorizations.
- 6.8. Develop, implement, and coordinate with assistance from District, the design professional(s), and the Project Inspector(s) ("Inspector"), procedures for the submittal, review, verification and processing of applications by contractor(s) for progress and final payments for all construction contracts.
 - 6.8.1. Evaluate and process payment applications and verify progress.

- 6.14. Verify permits, approvals, bonds, insurances, and schedules of values. Coordinate with Division of State Architect (DSA) inspector, and verify compliance with all DSA reporting and closeout requirements. Submit necessary reports to state and local authorities.
- 6.15. Provide continuous on-site construction management personnel, as needed. Attend weekly job-site meetings and prepare and circulate minutes. Establish team communication procedures.
- 6.16. Work with District team to develop lists of incomplete or unsatisfactory work ("punchlists").

7. PROJECT COMPLETION

- 7.1. Coordinate close-out procedures, including personnel training. Advise District staff on systems operations, training and close-out of Projects.
- 7.2. Require completion of punchlist work. Coordinate and expedite contractor close-out requirements, including guarantees/warranties, certificates, keys, manuals, as-built drawings, record drawings, specifications, daily logs, and verified reports. Verify that all other Project participants submit necessary close-out documentation.
- 7.3. Coordinate operational safety reviews with District post occupancy and manage corrective work as necessary.
- 7.4. Ensure that all building commissioning requirements have been fulfilled in a timely manner through District commissioning agents.
- 7.5. Obtain occupancy permits (where required), coordinate final testing, documentation, and regulatory inspections. Prepare occupancy plan report.
- 7.6. Prepare final accounting reports.
- 7.7. Conduct, with the Architect(s) and District, final inspections of the Project or designated portions thereof.
- 7.8. Consult with the Architect(s), Inspector(s) and District and determine when the Project and the contractor's work are finally completed. Assist with the issuance of a Certificate of Final Completion, and shall provide to District a written recommendation regarding payment to the contractors.
- 7.9. Coordinate procurement and installation of Furniture, Fixtures, and Equipment (FF&E).

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to this Agreement shall be performed by Manager if needed and requested by District as indicated in this Agreement:

1. Providing services required because of significant documented changes in the Project initiated by District, including, but not limited to, size, quality, complexity, District's schedule, or method of bidding or negotiating and contracting for construction.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of contractor(s), or by major defects or deficiencies in the work of the contractor, or by failure of performance of District's consultants, or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of completion of work on the Project involved.
4. The selection, layout, procurement or specification at District's request of movable furniture, furnishings, equipment or other articles that are not included in the contract documents.
5. Providing surveys relative to future facilities, systems or equipment which are not intended to be constructed during the Construction Phase.
6. Preparation of applications and supporting documents for governmental grants and permits other than as required in this Agreement.
7. Seeking variances or changes to agency guidelines on behalf of District when so directed by District.
8. Providing coordination of Services or providing services related to Services performed by District's own forces.
9. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of Manager or where Manager is a party thereto, except for a contractor's hearing necessitated by its request to substitute a subcontractor.
10. Performing technical inspection and testing.
11. Providing additional construction administration services necessitated by changes in the design professional(s)' firm or key personnel.
12. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally-accepted scope of program or project management practice.

EXHIBIT "C"
SCHEDULE OF WORK

Job Title	Hourly Rate
Principal In Charge (VP):	\$205.00
Project Executive (John Bernardy)	\$195.00
Program Director (Dennis Kuykendall):	\$165.00
Program Manager (Keith Henderson):	\$165.00
Senior Project Manager:	\$165.00
Project Manager:	\$140.00
Project Engineer:	\$90.00
General Superintendent:	\$190.00
Superintendent:	\$140.00
Assistant Superintendent	\$105.00
Project Accountant/Administrator	\$60.00
Chief Estimator	\$175.00
Senior Estimator	\$155.00
MEP Estimator	\$170.00
Estimator	\$125.00
Scheduling Manager	\$165.00
Scheduler	\$125.00
BIM Manager	\$130.00
BIM Specialist	\$90.00
Constructability Reviewer	\$140.00
DSA Closeout Specialist	\$135.00
Quality Control Manager	\$140.00
Safety Manager	\$140.00
Environmental Manager	\$125.00
Funding Consultant	\$225.00

2. The mark-up on any approved item of Extra Services performed by subconsultant(s) or subcontractor(s) shall not exceed ten percent (10%).

EXHIBIT "F"

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code sections 2200-2208)

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more to the District, the Respondent must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000.00) or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of two hundred fifty thousand dollars (\$250,000.00) or twice the amount of the contract for which the false certification was made; contract termination; and three (3)-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000.00) or more in credit to another person/vendor, for forty-five (45) days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Vendor Name/Financial Institution (Printed)

Balfour Beatty Construction LLC

Federal ID Number (or n/a)

20-1627180

By (Authorized Signature)

Printed Name and Title of Person Signing

Brian H. Cahill, President, Southwest Division

Date Executed

03-05-2015

Executed in

San Diego, CA

OPTION #2 - EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or to enter into or to renew, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed)

Federal ID Number (or n/a)

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed

11.12



Agenda Item Details

Meeting	Mar 18, 2015 - RSD Regular Board Meeting
Category	11. Consent Agenda
Subject	11.12 Final Architect Contract for K8 STEAM School-Architects for Education
Access	Public
Type	Action (Consent)
Recommended Action	Staff recommends approval

Public Content

At the January 2015 board meeting, the board approved the selection of Architecture for Education as the architect for the K-8 STEAM School.

The subsequent contract language for these services have been approved by all parties and are recommended for action.

[Riverpark West STEAM Project031815.pdf \(10.488 KB\)](#)

[Architect Agreement - Exhibits - final \(1\).pdf \(349 KB\)](#)

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 ARCHITECTURAL SERVICES

BETWEEN

**RIO SCHOOL DISTRICT,
a political subdivision of the State of California
("District")**

AND

**ARCHITECTURE FOR EDUCATION, INC.,
a California corporation
("Architect")**

FOR

RIVERPARK WEST K-8 STEAM SCHOOL PROJECT

January 21, 2015

EXHIBIT "A" - RESPONSIBILITIES AND SERVICES OF ARCHITECT
EXHIBIT "B" - CRITERIA AND BILLING FOR EXTRA SERVICES
EXHIBIT "C" - SCHEDULE OF SERVICES
EXHIBIT "D" - PAYMENT SCHEDULE
EXHIBIT "E" - INSURANCE REQUIREMENTS
EXHIBIT "F" - ROOFING PROJECT CERTIFICATION
EXHIBIT "G" - IRAN CONTRACTING ACT CERTIFICATION

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B-1
C-1
D-1
E-1
F-1
G-1

who is in responsible charge on the Project(s) in accordance with Education Code section 17302.

- 1.4. As-Built Drawings ("As-Builts") means any document prepared and submitted by District Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
- 1.5. Basic Services is defined in **Exhibit "A"** to this Agreement.
- 1.6. Bidding Phase is defined in **Exhibit "A"** to this Agreement.
- 1.7. Bid Set means the plans, drawings, and specifications at the end of the Construction Documents Phase that the DSA has approved and that District can use to go out to bid for construction of the Project.
- 1.8. BMP is defined in Section 2.4.2.
- 1.9. Board means the Board of Trustees of the Rio School District.
- 1.10. CADD is defined in Section 8.3.
- 1.11. CEQA is defined in Section 2.13.3.
- 1.12. Close-Out Phase is defined in **Exhibit "A"** to this Agreement.
- 1.13. Confidential Information is defined in Section 8.2.
- 1.14. Conforming Set means the plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.
- 1.15. Construction Administration Phase is defined in **Exhibit "A"** to this Agreement.
- 1.16. Construction Budget means the total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
- 1.17. Construction Change Documents ("CCD") means the documentation of changes to the DSA-approved construction documents.
- 1.18. Construction Cost Budget means the total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect's Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.

- 1.40. Pre-Design and State-Up Services is defined in Exhibit "A" to this Agreement.
- 1.41. Prevailing Wage Laws is defined in Section 24.3.
- 1.42. Project is defined in the Recitals of this Agreement.
- 1.43. Project Inspectors is defined in Section 2.9.
- 1.44. Record Drawings means a final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.
- 1.45. RFI is defined in Section 2.11.
- 1.46. Schedule of Services is defined in Exhibit "C" to this Agreement.
- 1.47. Schematic Design Phase is defined in Exhibit "A" to this Agreement.
- 1.48. Service(s) means all labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, this Agreement, and that are necessary for the design and completion of the Project, all as more fully set forth on Exhibit "A" to this Agreement, including the Basic Services and any Extra Services.
- 1.49. State means the State of California.
- 1.50. SWPPP is defined in Section 2.4.2.
- 1.51. Visually Verify means to verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

2.1. Architect shall render the Services described in Exhibit "A," commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as Exhibit "C."

2.2. Architect shall provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, State, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by State law.

2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work and compensation may be adjusted accordingly.

2.4. Architect acknowledges that all State public school districts are obligated to develop and implement the following storm water requirements, and Architect shall provide the design for the same, without limitation:

DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.

2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms:

2.7.1.1. Form DSA IR A-6, Construction Change Document Submittal and Approval Process.

2.7.1.2. Form DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.

2.7.1.3. Form DSA PR 13-01, Construction Oversight Process Procedure.

2.7.1.1.1. Each of Architect's duties as provided in the Construction Oversight Process Procedure shall be performed timely so as not to result in any delay to the Project.

2.7.1.4. Form DSA PR 13-02, Project Certification Process.

2.8. Architect shall provide Services as required to obtain any local, State and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.

2.9. Architect shall direct and monitor the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record as required by applicable law. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.

2.10. Architect shall give efficient supervision over the provision of the Services, using its professional skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of such errors, inconsistencies, and omissions.

2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Board. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the

or Superintendent's designee in writing of the changes. No such replacement shall be made until the replacement is approved by the Superintendent or Superintendent's designee, which approval shall not be unreasonably withheld. District shall be allowed to interview replacement personnel. The Superintendent or Superintendent's designee shall respond to the Architect's written notice of replacement within fifteen (15) days of receipt. If the Superintendent or Superintendent's designee does not respond within that time, the listed replacement personnel shall be deemed approved.

3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with someone acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this section.

3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect. Architect shall promptly inform District of any contract, arrangement, or interest that Architect may enter into or have during the performance of this Agreement that might appear to conflict with District's interests, including, but not limited to, contracts and arrangements with manufacturers, suppliers, contractors, or other clients whose interests might be served by the work performed under this Agreement and Architect's or Architect's clients' interest in land that might be affected by this Agreement. Architect shall take such measures as are reasonably necessary in the performance of this Agreement to prevent actual conflicts of interest. District, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event that such a conflict exists, provided that District must first provide Architect with written notice of the conflict.

3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in Exhibit "A," so as to proceed with and complete the Services in compliance with the schedule in Exhibit "C." Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect's Consultant(s)' reasonable control.

Article 6. Fee and Method of Payment

6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount not to exceed One Million Nine Hundred-Fifty Thousand Dollars (\$1,950,000.00) (the "Fee") based on the rates set forth in **Exhibit "D"**

6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**

6.3. Architect shall bill its work under this Agreement in accordance with **Exhibit "D."**

6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's negligence, or intentional act or omission.

6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**

6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the scope of Services of this Agreement is reduced by the District in accordance with this Agreement.

Article 7. Payment for Extra Services or Changes

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership of Data

8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans, including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.

8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement. Notwithstanding the foregoing, Architect acknowledges that in the course of performing its obligations hereunder it will receive information that is confidential to District, including, without limitation, technical data, memoranda, financial information, software, processes, drafts, budgets, and other information that may be exempt from disclosure pursuant to the California Public Records Act, Government Code sections 6250, *et seq.* (collectively "Confidential Information"), and Architect agrees to keep such Confidential

Article 9. Termination of Agreement

9.1. If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this section, Architect may invoice the District for all Services performed until the notice of termination but District shall have the right to withhold payment and deduct any amounts equal to District's costs due to Architect's actions, errors, or omissions that caused District to terminate this Agreement.

9.2. District shall have the right in its sole discretion to terminate this Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination. Such termination for convenience shall only be effective on thirty (30) days' written notice of such termination, unless otherwise agreed as between Architect and District.

9.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.

9.4. Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.

9.5. In the event that this Agreement is terminated by District for cause, Architect shall provide all assistance reasonably requested by District in connection with the efficient and orderly transition of performance of the services by Architect to any third party designated by District, at no cost to District. In the event that this Agreement is terminated by District for convenience or by Architect for cause, Architect will provide all assistance reasonably requested by District in connection with the efficient and orderly transition of performance of the Services by Architect to any third party designated by District at reasonable time and material rates to be agreed upon by the Parties. Upon termination of this Agreement by District, Architect shall not have any claim against District by reason of such termination or by reason of any act incidental to termination, except for compensation for work performed as described in this Agreement.

9.6. If, at any time in the progress of the design of the Project, the Board determines that the Project should be terminated, Architect, upon thirty (30) days' written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the undisputed fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.

9.7. If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the

asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by District and is not a Consultant of Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in Architect's bid documents for District's convenience and have not been prepared or reviewed by Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.

Article 13. Liability of District

13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District or Architect be liable to the other, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

14.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, color, national origin, ancestry, religion, age, physical or mental disability, sex, gender, sexual orientation, military status, or marital status of such person.

14.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

Article 15. Insurance

15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**

15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 21. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either Party, then the prevailing party in such action or legal proceeding shall be entitled to an award of reasonable attorneys' fees in addition to any other award to which such party may be entitled.

Article 22. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 23. Employment Status

23.1. Architect shall, during the entire term of this Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.

23.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.

23.3. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.

23.4. Should a relevant taxing authority determine a liability for past services performed by Architect for District, upon notification of such fact by District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).

23.5. A determination of employment status pursuant to the preceding two (2) sections shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to

Architect:

Architecture for Education, Inc.
65 N. Catalina Avenue
Pasadena, California 91106
ATTN: Gaylaird Christopher
Telephone: 626-356-4080
Facsimile: 626-356-3080
Email: gchristopher@architecture4e.com

Any notice personally given shall be effective upon receipt. Any notice sent by facsimile shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

Article 27. District's Right to Audit

27.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

27.2. District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.

27.3. If there is a claim for additional compensation or for Extra Services, District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

27.4. Architect shall maintain complete and accurate records in accordance with generally-accepted accounting practices in the industry. Architect shall make available to District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to District.

27.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.

27.6. Architect shall comply with these provisions within fifteen (15) days of District's written request to review and audit any or all of Architect's Project-related records and information.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first indicated above.

RIO SCHOOL DISTRICT, a political subdivision
of the State of California

By: _____
Dr. John Puglisi, Superintendent

By: _____
Kristen Pifko, Assistant Superintendent

"District"

ARCHITECTURE FOR EDUCATION, INC.,
a California corporation

By: _____
Garland Christopher AIA, President

By: _____
Rachel Adams AIA Secretary

"Architect"

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

A. SCOPE OF PROJECT

1. Project Name: RiverPark West K-8 STEAM School

Construction Cost Budget: Thirty Million Dollars (\$30,000,000.00)

B. BASIC SERVICES

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under this Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.
3. District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available:
 - a. Physical characteristics;
 - b. Legal limitations and utility locations for the Project site(s);
 - c. Written legal description(s) of the Project site(s);
 - d. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
 - e. Adjacent drainage;
 - f. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
 - g. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;

8. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon District's request, Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

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3. Construction Cost Budget

- a. Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget within the parameters of the Construction Budget established by District for the Project. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural program as approved by District. The following conditions apply to the Construction Cost Budget prepared by Architect:
 - i. All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be approved by District and its representatives.
 - ii. Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute ("CSI") categories for buildings being modernized.
 - iii. Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - iv. Architect shall include all information and estimates from District and/or Construction Manager that are intended to be part of the Construction Cost Budget.
 - v. One week prior to submittal of documents, Architect shall submit its proposed Construction Cost Budget to District and Construction Manager for review and approval. At that time, Architect shall coordinate with District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
 - vi. Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
- b. The Construction Cost Budget for the Project must at no point exceed District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of Architect.

4. Presentation

Architect, along with any involved consultant(s), shall present and review with District and, if directed, with the Board, the summary and detail of work involved in this Phase, including two-dimensional renderings of any proposed facility suitable for public presentation.

5. Deliverables and Numbers of Copies

Architect shall provide to District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

D. SCHEMATIC DESIGN PHASE

Upon District's acceptance of Architect's work in the previous phase and assuming District has not delayed or terminated this Agreement, Architect shall prepare for District's review a schematic design study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of Architect, required completion times necessary for the review and approval by District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
3. **Architectural**
 - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - c. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.
 - d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - e. Identify code requirements, include occupancy classification(s) and type of construction.
4. **Structural**
 - a. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists) with preliminary sizing identified.
 - b. Identify foundation systems (including fill requirements, piles, caissons, spread footings) with preliminary sizing identified.
5. **Mechanical**
 - a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.

8. Landscape

Develop and coordinate landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

9. Specifications

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" and "Division 1" documents) as part of its work under this Agreement.

10. Construction Cost Budget

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phase, the following conditions apply to the revised Construction Cost Budget:

- a. Schematic estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
 - i. General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.
- b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to District the cost estimating format for prior review and approval.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The Construction Cost Budget for the Project must at no point exceed the Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of Architect.
- e. Architect shall submit its proposed Construction Cost Budget to District and Construction Manager for review and approval. At that time, Architect shall coordinate with District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

E. DESIGN DEVELOPMENT PHASE

Upon District's acceptance of Architect's work in the previous phase and assuming District has not delayed or terminated this Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of work:

1. Architectural

- a. Scaled, dimensioned floor plans with final room locations including all openings.
- b. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- c. Exterior elevations of all proposed new buildings, existing buildings to be renovated and all architectural elements of the Project.
- d. Identification of all fixed equipment to be installed in Project.
- e. Interior finishes identified and located within the rooms of all buildings.
- f. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- g. Preliminary development of details and large scale blow-ups.
- h. Legend showing all symbols used on drawings.
- i. Floor plans identifying all fixed and major movable equipment and furniture.
- j. Further refinement of outline specifications for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- k. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - i. Light fixtures.
 - ii. Ceiling registers or diffusers.
 - iii. Access panels.

2. Structural

- a. Structural drawings with all major members located and sized.
- b. Establish final building and floor elevations.
- c. Preliminary specifications.

- f. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

5. Civil

- a. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- b. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

6. Landscape

Further refinement of schematic design concepts. Includes coordination of hardscape, landscape planting, ground cover, and irrigation main distribution lines.

7. Bid Documents

Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" documents and "Division 1" documents) as part of its work under this Agreement.

8. Construction Cost Budget

- a. Revise the Construction Cost Budget for the Project. Along with the conditions identified in this Agreement and the preceding phases, the following conditions apply to the revised Construction Cost Budget:
 - i. Design development estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, Contractor's mark-ups, and general conditions shall be listed separately.
 - ii. The Construction Cost Budget for the Project must at no point exceed the Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of Architect.
 - iii. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.
- b. Architect shall submit its proposed Construction Cost Budget to District and Construction Manager for review and approval. At that time, Architect shall coordinate with District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

F. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated this Agreement, Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work:

1. Construction Documents ("CD") 50% Stage:

a. General

Verify lead times and availability of all Project equipment, materials, and supplies and ensure that all of these will be available to the Contractor in a timely fashion so as not to delay the Project.

b. Architectural

- i. Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
- ii. Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.
- iii. Architectural details and large blow-ups started.
- iv. Well developed finish, door, and hardware schedules.
- v. Site utility plans started.
- vi. Fixed equipment details and identification started.
- vii. Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

c. Structural

- i. Structural floor plans and sections with detailing well advanced.
- ii. Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
- iii. Completed cover sheet with general notes, symbols and legends.

d. Mechanical

- i. Mechanical calculations virtually completed with all piping and ductwork sized.
- ii. Large scale mechanical details started.

i. Specifications

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

- i. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - A. The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or
 - B. The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400.
- ii. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by District and only with District's prior approval.
- iii. Specifications shall be in CSI format.

j. Deliverables and Numbers of Copies

Architect shall provide to District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- i. Two (2) reproducible copies of working drawings;
- ii. Two (2) copies of the specifications;
- iii. Two (2) copies of the statement of requirements for testing and inspection of service for compliance with Contract Documents and applicable codes; and
- iv. Two (2) copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

2. Construction Documents – 100% / Completion Stage:

a. Architectural

- i. Completed site plan.
- ii. Completed floor plans, elevations, and sections.
- iii. Architectural details and large blow-ups completed.

- ii. The Construction Cost Budget for the Project must at no point exceed District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of Architect.
- iii. Architect shall submit its proposed Construction Cost Budget to District and Construction Manager for review and approval. At that time, Architect shall coordinate with District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- iv. At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

g. Specifications

- i. Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- ii. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - A. The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
 - B. The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
- iii. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by District and only with District's prior approval.
- iv. At one hundred percent (100%) review, District shall review the specifications and shall direct Architect to make corrections at no cost to District.
- v. Coordination of the specifications with specifications developed by other disciplines.
- vi. Specifications shall be in CSI format.

h. Constructability Review

District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

4. Meetings

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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H. CONSTRUCTION ADMINISTRATION PHASE

Upon District's acceptance of Architect's work in the previous phase and assuming District has not delayed or terminated this Agreement, Architect shall perform Construction Administration Phase services for District as follows:

1. Architect's responsibility to provide basic services for the Construction Administration Phase under this Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon District's terminating this Agreement, whichever is earlier.
2. **Construction Oversight and Project Certification Process** (if Project is subject to DSA jurisdiction)
 - a. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).
 - b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.
 - c. Prior to commencement of construction, Architect shall provide (1) a copy of the DSA-approved Construction Documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.
 - d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current) for all construction contracts.
 - e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved Construction Documents. Personal contact shall include visits to the Project site by Architect or engineer or their qualified representative to observe construction.
 - f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved Construction Documents.
 - g. Architect shall respond to DSA field trip notes as necessary.
 - h. Architect shall submit an interim Verified Report (form DSA 6-AE or more current form) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.

5. **RFIs.** During the course of construction as part of the basic services, Architect must respond to all RFIs as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by Architect. Architect's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.
6. **Notices of Deficient Work.** On the basis of on-site observations, Architect shall keep District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall notify District in writing of any defects or deficiencies in the work by any of District's Contractors that Architect may observe. However, Architect shall not be a guarantor of the Contractor's performance.
7. **As-Built Drawings.** Architect shall review and evaluate for District the Contractor(s)' documentation of the actual construction performed during the Project that the Contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor(s) on a Conforming Set.
8. **Record Drawings.** Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to District at completion of the construction in a format acceptable to District, and it shall be a condition precedent to District's approval of Architect's final payment. Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.
9. **O&M Manuals / Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
10. **Start-up.** Architect shall also provide, at District's request, architectural/engineering advice to District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies in construction following the acceptance of the Contractor's work.
11. **Payment Statements.** Recommendations of payment by Architect constitute Architect's representation to District that work has progressed to the point indicated

I. CLOSE OUT PHASE

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for District as required in a timely manner:
 - a. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
 - b. Architect shall collect from the Contractor, review, and forward to District all written warranties, operation manuals, spare parts, lien waivers, and Certificates of Inspection and Occupancy with Architect's recommendation as to the adequacy of these items.
 - c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
 - d. Architect shall respond to the DSA "90-day" letter.
 - e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.
 - f. Architect shall prepare a set of As-Built Drawings for the Project, as required by District.
 - g. Architect shall review and prepare a package of all warranty and O&M documentation.
 - h. Architect shall organize electronic files, plans and prepare a Project binder.
 - i. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with District and among Consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**
 - a. Two (2) copies of punch lists for each site; and
 - b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of District.
4. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

- D. Review documentation of the Project kick-off meeting prepared by District's representative and comment prior to distribution.
 - b. If District requires more than the initial project kick off meeting for this phase, Architect shall participate in meeting(s) as requested by District.
- 4. Initial Site Visits**
- a. Architect shall visit the Project site to complete a visual inventory and documentation of the existing conditions.
- 5. Meetings During Architectural Program**
- a. Architect shall participate in one (1) public community information site meeting to receive input from the community regarding its wishes and expectations regarding the design of Architect's work on the Project and the schedule of use of the site during construction.
 - b. Architect shall conduct one (1) site visit/meeting with District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.
 - c. If District requires more than two meetings at this phase, Architect shall conduct additional meetings as requested by District.
 - d. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
- 6. Meetings During Schematic Design Phase**
- a. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct design workshop(s) with District's facilities team and site personnel to complete a basic design framework with CADD. District may, at its discretion, allow Architect to proceed with this meeting without using CADD. This workshop shall be ongoing and may include several meetings and shall not be concluded until each attendee has indicated his or her acceptance with the Architect's preliminary design. This workshop shall include the following:
 - i. Architect shall designate its team member duties and responsibilities.
 - ii. Architect and District shall review District goals and expectations.
 - iii. District shall provide input and requirements.
 - iv. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.
 - v. Prepare and/or revise the scope of work list and general workplan from the Pre-Design Phase, for documentation in a computer-generated Project schedule.

9. Meetings During Bidding Phase

- a. Attend and take part in meetings, per package or submittal, with all potential bidders, District staff, and Construction Manager.
- b. Conduct one (1) kick-off meeting with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

10. Meetings During Construction Administration Phase, plus weekly Project meetings until entire Project is complete)

- a. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the Contract Documents and to monitor the progress of the construction of the Project.
- b. Conduct weekly Project meetings with District staff to review with District staff the progress of the work. If the Project is not completed in the expected timeframe and Architect agrees to attend weekly Project meetings, at no additional cost to District, until the work of the Project is complete.
- c. Architect shall ensure that Consultant(s) visit the site in conformance with their agreement(s) and that Consultant agreements shall reference District requirements for Construction Administration Phase services.

11. Citizens' Bond Oversight Committee Meetings

Architect acknowledges that the design and construction of the Project is subject to oversight by District's citizen bond oversight committee. Architect shall, at District's direction, attend District citizen bond oversight committee meeting(s) and present the Architect's design to District's citizen bond oversight committee for review.

12. Governing Board Meetings

Architect acknowledges that the Board must approve all designs. Architect shall, at District's direction, attend Board meeting(s) and present Architect's design to Board for review and approval.

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EXHIBIT "C"

SCHEDULE OF SERVICES

- A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Services on a monthly basis and deliver two (2) copies to District along with the monthly billing.
- B. Architect shall complete Services required under the Development of Architectural Program section within **sixty (60) calendar days** after written authorization from District to proceed.
- C. Architect shall complete Services required under the Schematic Design Phase within **ninety (90) calendar days** after written authorization from District to proceed.
- D. Architect shall complete Services required under the Design Development Phase within **one hundred twenty (120) calendar days** after receipt of a written authorization from District to proceed.
- E. Architect shall complete Services required under Construction Documents Phase within **one hundred eighty (180) calendar days** after written authorization from District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with the Construction Documents back-check stage.
1. 50% Submittal Package: **ninety (90) calendar days**
 2. 100% Submittal Package: **ninety (90) calendar days**
 3. Final Contract Documents after Final Back-Check Stage: **sixty (60) calendar days**
- F. The durations stated above include the review periods required by District and all other regulatory agencies.

All times to complete tasks set forth in this Exhibit are of the essence, as indicated in this Agreement. If delays in the Schedule of Services are incurred as a result of District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by District.

4. Upon receipt and approval of Architect's invoices, except as provided in subdivision 4.g. herein, District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:
- a. **Pre- Design/Architectural Program Development Phase:**
Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.
 - b. **For Schematic Design Phase:**
Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by District.
 - c. **For Design Development Phase:**
Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by District.
 - d. **For Construction Documents Phase:**
Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by District.
 - e. **For Bidding Phase:**
Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon District's award of the bid.
 - f. **For Construction Administration Phase:**
Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon District's notice of completion.
 - g. **For Close Out:**
Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this phase.
 - h. **Format and Content of Invoices:**
Architect acknowledges that District requires Architect's invoices to include detailed explanations of the Services performed. For example, a six hour charge for "RFIs and CORs" is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

EXHIBIT "E"

INSURANCE REQUIREMENTS

- A. Architect shall procure prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:

1. Workers' Compensation and Employers' Liability Insurance. Architect shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by State law, on all of its employees engaged in work related to the performance of this Agreement. In the case of any such work which is subcontracted, Architect shall require all subconsultants to provide workers' compensation insurance for all of the subconsultant's employees to be engaged in such work unless such employees are covered by the protection afforded by Architect's workers' compensation insurance.

Architect and all subcontractors shall procure and maintain, during the term of this Agreement Employers' Liability insurance of \$1,000,000.

2. Commercial General Liability Insurance. Architect shall procure and maintain, during the term of this Agreement, not less than the following general liability insurance coverage:

	Each Occurrence	Aggregate
Intermediate Risk	\$ 2,000,000.00	\$ 4,000,000.00

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

Any and all subconsultants hired by Architect in connection with the Services described in this Agreement shall maintain such insurance unless Architect's insurance covers the subcontractor and its employees.

D. Deductibles and Self-Insured Retention: Architect shall inform District in writing if any deductibles or self-insured retention exceeds twenty-five thousand dollars (\$25,000.00). At the option of District, either:

1. District can accept the higher deductible;
2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects District, its officers, officials, employees and volunteers; or
3. Architect shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Acceptability of Insurers: Insurance is to be placed with insurers admitted in the State with a current A.M. Best's rating of no less than A:VII. Architect shall inform District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of District, District may either:

1. Accept the lower rating; or
2. Require Architect to procure insurance from another insurer.

F. Verification of Coverage: Architect and any and all subconsultants working for Architect shall furnish District with:

1. Certificates of insurance to District as evidence of the insurance coverage required herein, not less than fifteen (15) days prior to commencement of the Services, and at any other time upon the request of District; and
2. Original endorsements affecting general liability and automobile liability coverage at any time upon the request of District. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf.

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

By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. I further certify on behalf of the Firm that I am aware of section 3000 *et seq.* of the California Public Contract Code, and the sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____
Proper Name of Firm: _____
Signature: _____
Print Name: _____
Title: _____

[END OF DOCUMENT]



Rio Elementary School District - 274914

**2500 E Vineyard Ave
Oxnard, CA 93036-1239
Reference # 1341019**

Contact: John Puglisi - (805) 485-3111

AR 360 Upgrade		Year 1 3/1/2015 - 6/30/2015	Software - Year 1	Schools	Students
Products & Services Provided by Renaissance Learning:					
Upgrade to AR 360		\$0.00	AR 360	9	4859
		Year 1			
Subtotal		\$0.00			
Shipping and Processing		\$0.00			
Tax		\$0.00			
Total		\$0.00			
Grand Total		\$0.00			

To upgrade your existing subscription from AR™ to AR 360™, please sign and date below. You will be able to use AR 360 without a change in your subscription price until your 2015 renewal date. Should you wish to continue using AR 360, your renewal will reflect the subscription price of \$8.80 per student per year for AR 360.

Google Play for Education is the source for eBook rentals within AR 360. As part of the setup process, we'd like to learn more about the Google usage in your school.

Do you have Google Apps for Education (GAFE), i.e. Gmail, Google Docs, Google Drive at your school?

To get setup with Google, who is the technical person responsible for eBooks and apps:

eBook & apps contact email:

If additional information is required, please contact Brandon Teske at (866)620-7976 or Brandon.Teske@renaissance.com. Thank you.

This offer is valid for 30 days.

Name Date

Authorized Signature Title

11.13



EDUCATING LEARNERS FOR THE 21ST CENTURY

Agenda Item Details

Meeting	Mar 18, 2015 - RSD Regular Board Meeting
Category	11. Consent Agenda
Subject	11.13 Approve Contract Amendment with Baute, Crochetierre andd Gilford, Legal Counsel
Access	Public
Type	Action (Consent)
Recommended Action	Staff recommends approval

Public Content

The district recommends continued legal work not to exceed \$50,000.00 for the purpose of resolving its existing FTR/East West Bank related legal case.

Fiscal Impact: \$50,000.00

Funding Source: General Fund

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.

11.14



Agenda Item Details

Meeting	Mar 18, 2015 - RSD Regular Board Meeting
Category	11. Consent Agenda
Subject	11.14 Professional Development Training
Access	Public
Type	Action (Consent)
Recommended Action	Staff recommends approval

Public Content

The LEA Collaborative for the Rio School District finds it necessary to support general education teachers, special education teachers and instructional assistants with best practices in working with special education students. The LEA collaborative has approved \$10,000 to be spent on Applied Behavioral Analysis training to be held during the first three days of spring break. During the presentation teachers will learn useful techniques to help support students with behavior concerns in the general education and special education setting. A variety of techniques will be discussed and participants will have time to practice the techniques.

Fiscal Impact: \$10,000

Funding Source:; LEA Funds

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.