



SCHOOL

DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

REGULAR BOARD MEETING

March 9, 2016

**Office of Student and Family Support Services
3300 Cortez Street
Oxnard**

**JOHN D. PUGLISI, Ph. D.
Superintendent**

**Board of Education
Eleanor Torres, President
Joe Esquivel, Clerk
Edith Martinez-Cortes
Cassandra Bautista
Ramon Rodriguez**

2.2



Agenda Item:

2.2. Approval of the Agenda

Attachments:



Regular Board Meeting
3/9/2016 5:00 PM
Office of Student and Family Support Services
3300 Cortez Street
Oxnard, CA 93036

1. Preliminary Business
 1. Call to Order
 2. Pledge of Allegiance
 3. Roll Call
2. Approval of the Agenda
 1. Agenda Corrections, Additions and Modifications
 2. Approval of the Agenda
3. Public Comment - Closed Session
4. Closed Session
 1. Public Employee Performance Evaluation [Government Code 549587] Staffing 2015/2016, 2016/2017 and Superintendent's Evaluation
 2. Conference with Labor Negotiators [Government Code 54957.6] Agency Designated Representatives: RSD Negotiating Team Employee Organization: RTA, CSEA, Certificated and Classified Management and other non-union represented groups.
 3. Public Employee Discipline/Dismissal/Release [Government Code 54957]
5. Reconvene in Open Session
 1. Report of Closed Session
6. Presentations/Recognitions
 1. PADDLE II Presentation
 2. TRIP/IBID/MICOP Presentation
7. Communications
 1. Acknowledgement of Correspondence to the Board
 2. Board Member Reports
 3. Organizational Reports - RTA/CSEA/Other
 4. Superintendent Reports
 5. Public Comment
8. Information
 1. Business Services Report

Kristen Pifko,
Assistant Supt.
Business Services

2. Educational Services Update

9. Information/Action

- | | |
|--|---|
| <p>1. Approval OF 2015-2016 Single Plan for Student Achievement for Rio Vista Middle School, Rio del Mar, Rio Rosales, Rio del Norte, Rio Plaza, Rio Lindo, Rio Real and Rio del Valle Middle School</p> | <p>Oscar Hernandez,
 Assistant
 Superintendent of
 Educational Services</p> |
| <p>2. Rio Plaza Out of State Travel Approval to Walker Elementary School, McKinney, Texas April 25-28, 2016</p> | <p>Oscar Hernandez,
 Assistant
 Superintendent of
 Educational Services</p> |
| <p>3. Rio del Valle Sustained Silent Reading (SSR) Bell Schedule (Trimester 3)</p> | <p>Carolyn Bernal,
 Director of Human
 Resource</p> |
| <p>4. Approval of Service Agreement with Alpen Spruce regarding PADDLE Program</p> | <p>Oscar Hernandez</p> |
| <p>5. Approval of the Memorandum of Understanding with Mind Research Institute</p> | <p>Oscar Hernandez,
 Assistant
 Superintendent of
 Educational Services</p> |
| <p>6. Approval of Resolution 1516/23 Authorizing the Superintendent to Prepare Bid Documents and Solicit Bids for the Installation of Heating, Ventilation and Air Conditioning Systems at Rio del Norte Elementary School and Rio Real Elementary School</p> | <p>Superintendent Puglisi</p> |
| <p>7. Addendum to Architecture for Education Contract for Architectural Services-K-8 STEAM School</p> | <p>Kristen Pifko,
 Assistant
 Superintendent of
 Business Services</p> |
| <p>8. Approval of the 2015-16 Second Interim Budget</p> | <p>Kristen Pifko,
 Assistant
 Superintendent of
 Business Services</p> |
| <p>9. 2016/2017 Academic Calendar (Draft)</p> | <p>Carolyn Bernal,
 Director of Human
 Resources</p> |

10. Consent Agenda

- | | |
|--|---|
| <p>1. Approval of the Minutes of the Regular Board Meeting of February 10, 2016
 2. Approval of the Donation Report
 3. Approval of the Personnel Report</p> | <p>Superintendent Puglisi
 Superintendent Puglisi
 Carolyn Bernal,
 Director of Human
 Resource</p> |
| <p>4. Ratification of the Commercial Warrant Register</p> | <p>Kristen Pifko,
 Assistant</p> |
| <p>5. Approval of Teachers for the Study of Educational Institutions (TSEI)
 Addendum</p> | <p>Superintendent of
 Business Services
 Oscar Hernandez,
 Assistant
 Superintendent of
 Educational Services
 Superintendent Puglisi</p> |
| <p>6. Approval of Contract Extension with Global Equity for Professional
 Development Services thru June 2016</p> | <p>Superintendent Puglisi</p> |
| <p>7. Approval of Legal Services Agreement between Rio School District and Myers,
 Widders, Gibson, Jones & Feingold, LLP for Litigation Services</p> | <p>Kristen Pifko,
 Assistant
 Superintendent of
 Business Services</p> |
| <p>8. Resolution No. 1516-22 for the Notice of Completion of Class Leasing for
 classroom modifications at Rio Real Elementary School.</p> | <p>Kristen Pifko,
 Assistant
 Superintendent of
 Business Services</p> |
| <p>9. Approval of Bid from Hughes General Engineering, Inc. for the courtyard ADA
 concrete repair at Rio Del Valle Middle School</p> | <p>Kristen Pifko,
 Assistant
 Superintendent of
 Business Services</p> |
| <p>10. Approve quote from School Specialty for courtyard ADA concrete repairs and
 tables with seating at Rio Del Valle Middle School.</p> | <p>Kristen Pifko,
 Assistant
 Superintendent of
 Business Services</p> |
| <p>11. Approve Bid from Color New Co.; Change Order to original Bid.</p> | <p>Kristen Pifko,
 Assistant
 Superintendent of
 Business Services</p> |
| <p>12. Proposal from Pacific Services for spot checking the entire building and
 adding seal where needed at the Rio District Offices.</p> | <p>Kristen Pifko,
 Assistant
 Superintendent of
 Business Services</p> |
| <p>13. Approve quote from Restoration Hardwood Flooring for the refinishing of the
 gym floor at Rio Vista.</p> | <p>Kristen Pifko,
 Assistant
 Superintendent of
 Business Services</p> |
| <p>14. Approval of proposal from USA Shade & Fabric Structures to replace the
 damaged structures at Rio Del Mar School.</p> | <p>Kristen Pifko,
 Assistant</p> |

3.0



Agenda Item:

3. Public Comment - Closed Session

Quick Summary /
Abstract:

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.

Attachments:

4.1



Agenda Item:

**4.1. Public Employee Performance Evaluation [Government Code 549587] Staffing
2015/2016, 2016/2017 and Superintendent's Evaluation**

Attachments:

4.2



Agenda Item:

4.2. Conference with Labor Negotiators [Government Code 54957.6] Agency Designated Representatives: RSD Negotiating Team Employee Organization: RTA, CSEA, Certificated and Classified Management and other non-union represented groups.

Attachments:

4.3



Agenda Item:

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

Attachments:

7.4



Agenda Item: **7.4. Superintendent Reports**

Rationale: **Superintendent Puglisi will provide an update regarding:**

- Master Plan Update
- AR Program Data Update

Attachments:

7.5

Agenda Item: **7.5. Public Comment**

Quick Summary /
Abstract:

Board meetings are meetings of the Governing Board held in public, not public forums, and will be held in a civil, orderly and respectful manner. All public comments or questions should be addressed to the board through the board president. To assure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must fill out a speaker card. Cards are available at the meeting and on the District website. Cards must be submitted to the Secretary or Clerk of the Board. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. The Governing Board may place limitations on the total time to be devoted to each topic if it finds that the number of speakers would impede the Board's ability to conduct its business in a timely manner.

Procedures for receiving communication from the public on topics that fall under the subject jurisdiction of the Governing Board.

- A member of the public may address the Governing Board on any item(s) on the agenda or non-agenda items. Each person speaking may not exceed a total of three minutes on each item. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. These presentations are limited to three minutes or a total of twenty minutes.

Attachments:

8.1



Agenda Item:

8.1. Business Services Report

Speaker:

Kristen Pifko, Assistant Supt. Business Services

Rationale:

Kristen Pifko, Assistant Superintendent of Business, will update the board on the following:

- **Child Nutrition**
- **Facilities**
- **Business Department**

Attachments:

8.2



Agenda Item:

8.2. Educational Services Update

Rationale:

Oscar Hernandez, Assistant Superintendent of Educational Services, will update the board on the following:

- RTI Update
- ELD Update

Attachments:

9.1

Agenda Item:

9.1. Approval OF 2015-2016 Single Plan for Student Achievement for Rio Vista Middle School, Rio del Mar, Rio Rosales, Rio del Norte, Rio Plaza, Rio Lindo, Rio Real and Rio del Valle Middle School

Speaker:

Oscar Hernandez, Assistant Superintendent of Educational Services

Quick Summary /
Abstract:

Rationale:

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

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

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

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

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



9. The plan must include the coordination and integration of federal, state, and local programs and services.

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

Financial Impact: Federal and State Categorical Dollars

Recommended Motion: Educational Services recommends that the Governing Board approve the 2015-2016 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.

Attachments:

9.2



Agenda Item:

9.2. Rio Plaza Out of State Travel Approval to Walker Elementary School, McKinney, Texas April 25-28, 2016

Speaker:

Oscar Hernandez, Assistant Superintendent of Educational Services

Quick Summary /

Abstract:

Rationale:

Walker Elementary School Site Visit Project Based Learning Professional Development

Attending the EdLeader 21 conference this past September, Jacquie Coronado (first grade lead teacher) and I visited Walker Elementary School in McKinney, TX, a showcase school for the engage2learn (E2L) project based learning model. During that visit we saw a culture of Project Based Learning (PBL) in action, which was, according to staff and students, a transforming factor for their school. The comments from the staff surrounded the topics of depth and complexity of instruction, social improvement, and increased student performance in English language arts. The students who spoke to us discussed an improvement in social behavior, their positive view of student centered learning, student ownership of learning, collaboration, and how they enjoy developing projects.

One of the topics of discussion which resonated with me was the fact that the school's English language arts (ELA) performance benefited from the PBL. Their students' ELA scores increased as a result of the academic language load required by the PBL, and as a result, students attained higher marks in English language arts as determined by the Texas Assessment of Knowledge and Skills. The E2L model requires a deep understanding of integrated content subject matter and provides practice with the information as students build their projects, work repeatedly with the information, peer critique, and develop their final presentations. I found this very relevant to our student population, as we must develop academic language skills, literacy skills, and problem solving abilities in our students for them to perform at high levels on the new Common Core language intensive assessments and become problem solvers for the 21st Century.

Walker Elementary School is the pilot school for the McKinney ISD and a model school for project based learning using E2L, and has been working with this program for four years. We have the opportunity to embed ourselves and learn from a school site which has gone through the growing pains of implementing PBL school-wide, and to provide support for our staff. Our visit has four goals. Our first goal is to experience the school implementing the model so we can observe how it functions at each grade level to develop the "end in mind" mindset. Goal number two is to develop relationships with Walker teachers and administration to create a partnership as we move forward into our launch of E2L. Goal three is a face-to-face meeting with engage2learn for Q & A and to develop a roadmap for success at Plaza. Our fourth and final goal is to develop long-term student collaboration with students at Walker.

We have made significant progress in moving to the Common Core and the 4Cs as well as focusing on literacy. Deepening our instruction through project based learning will



increase the depth and complexity of instruction and increase academic language proficiency through discourse and student centered learning while increasing literacy skills. The professional development at Walker Elementary allows our teachers to develop a frame of reference and a support structure for the launch of E2L at Plaza.

We are rolling out PBL with engage2learn over the next three years. Year one and two will involve our Walker team of teachers (representing a teacher from each grade level), and a second teacher from each grade level as the secondary team member. Our Walker team provides internal support for our implementation of E2L. Through five onsite professional development days and nine in-class coaching days for 12 teachers and one administrator, we will launch E2L at Plaza. Year two will mirror year one. Year three will bring aboard the last third of the teaching staff. For the first two years we will develop a cohort of E2L students from K-5, as we will have the representation of two teachers.

Financial Impact: \$9,600 will be paid with Rio Plaza's Title I funds.

Recommended Motion: Educational Services recommends approval from the Governing Board.

Attachments:

9.3



Agenda Item: 9.3. Rio del Valle Sustained Silent Reading (SSR) Bell Schedule (Trimester 3)

Speaker: Carolyn Bernal, Director of Human Resource

Rationale: RDV students have asked for time to read during the day, The RDV staff believes the attached bell schedule will provide them with this opportunity.

The schedule will provide all students with more SSR (Sustained Silent Reading) time while still maintaining the RDV block schedule.

This new revised schedule would begin with the third trimester, March 14, 2016.

Financial Impact: None

Recommended Motion: It is recommended the board approve the revised bell schedule so that RDV may move forward with implementing it beginning with the third trimester.

Attachments:
RDV SSR Bell Schedule

Rio Del Valle Middle School Bell Schedule 2015-2016

Proposed SSR Bell Schedule-3rd Trimester



REGULAR SCHEDULE: Mondays, Tuesdays, Fridays

Warning Bell	8:20-8:25	
Period 1/SSR	8:25-9:57	(92)
Period 2	10:00-10:52	(52)
Period 3	10:55-11:47	(52)
Period 4 (Grades 6/7)	11:50-12:42	(52)
Lunch A (Grades 7/8)	11:47-12:22	(35)
Period 4 (Grades 7/8)	12:25-1:17	(52)
Lunch B (Grades 6/7)	12:42-1:17	(35)
Period 5	1:20-2:12	(52)
Period 6	2:15-3:09	(54)
354 Instructional Minutes		

"RDV" Week- Wednesdays: Periods 1, 2, 3 Thursdays: 4, 5, 6

RDV Week: Wednesday

Warning Bell	8:20-8:25	
Period 1	8:25-10:20	(115)
Period 2	10:25-12:18	(113)
Lunch	12:18-1:12	(54)
Period 3	1:16-3:09	(113)
341 Instructional Minutes		

RDV Week: Thursday

Warning Bell	8:20-8:25	
Period 4	8:25-9:46	(81)
Period 5	9:51-11:11	(80)
Lunch	11:11-11:59	(48)
Period 6	12:03-1:23	(80)
241 Instructional Minutes		

"KNIGHTS" Week-Wednesdays: 4, 5, 6 Thursdays: 1, 2, 3

KNIGHTS Week: Wednesday

Warning Bell	8:20-8:25	
Period 4	8:25-10:20	(115)
Period 5	10:25-12:18	(113)
Lunch	12:18-1:12	(54)
Period 6	1:16-3:09	(113)
341 Instructional Minutes		

KNIGHTS Week: Thursday

Warning Bell	8:20-8:25	
Period 1	8:25-9:46	(81)
Period 2	9:51-11:11	(80)
Lunch	11:11-11:59	(48)
Period 3	12:03-1:23	(80)
241 Instructional Minutes		

Supervision

8:00-8:20	Breakfast is served
8:10-8:20	Morning Supervision (Regular Schedule)
3:10-3:20	Afternoon Supervision (Regular Schedule)
1:24-1:34	Afternoon Supervision (Minimum Day Schedule)

9.4



Agenda Item: 9.4. Approval of Service Agreement with Alpen Spruce regarding PADDLE Program

Speaker: Oscar Hernandez

Quick Summary / Abstract:

Rationale: The PADDLE program implemented in Chrome Warrior is a tremendous success. While teachers have benefited from using Chrome Warrior to support the professional development, other groups at Rio Schools have not had an opportunity. In particular, classified staff would benefit from using Chrome Warrior to provide self-paced, self-directed professional development.

Financial Impact: \$9,000 paid with LCFF Funds

Recommended Motion: Educational Services recommends approval from Governing Board.

Attachments:
PADDLE Program Agreement



AlpenSpruce™

Project:

Chrome Warrior – Games for Classified and Other Employees

Prepared For:

Rio School District
2500 E Vineyard Ave
Suite #100
Oxnard, CA 93036

Prepared By:

Alpen Spruce Software, Inc
6011 174th ST SE
SNOHOMISH, WA 98296

Submitted: 2/15/2015



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1 DESCRIPTION OF WORK AND SPECIFICATIONS

This Statement of Work ("SOW") is between Rio School District ("Customer") and Alpen Spruce Software, Inc ("Alpen Spruce") is entered into by the parties and effective as of March 1, 2016. Pursuant to and in conformance with any standards, guidelines and/or specifications provided, Alpen Spruce shall deliver to and/or perform for the Customer customizations to Alpen Spruces' hosted product Chrome Warrior (collectively, the "Work").

The Work shall be performed as defined below. This Agreement outlines the general terms and conditions related to the performance of support services ("Services") performed by Alpen Spruce at the request of the Customer. The detailed descriptions of the work requested will be incorporated into related requests for Service ("Service Request"). Such provided Services shall be agreed to by both Parties, and will be governed by this Agreement, unless otherwise stated in the individual related Service Request.

SITUATION

Chrome Warrior was deployed for teachers in the Rio Schools District in the fall of 2015. In the past 5 months, 205 Rio Schools teachers have completed 4097 professional development activities. The PADDLE program implemented in Chrome Warrior is a tremendous success.

While teachers have benefited from using Chrome Warrior to support the professional development, other groups at Rio Schools have not had an opportunity. In particular, classified staff would benefit from using Chrome Warrior to provide self-paced, self-directed professional development.

OBJECTIVES

The objective of adding the notion of games to Chrome Warrior is to provide the same access to professional development that teachers enjoy but with context specific to the classified (and other) employees.

MEASURES OF SUCCESS

- Classified and other employees will be able to participate in self-paced, self-directed professional development in a context specific to their needs

VALUE TO RIO SCHOOL DISTRICT

Chrome Warrior provides the following value to Rio School District:

- Encourages all employees to acquire new technical skills
- Enables all employees to share and review technical tips, tricks, and apps
- Drives employee engagement by enabling employees to track Sortie completion



2 DELIVERABLES

Alpen Spruce will complete the Services in accordance with the dates and/or milestones established in a timeline given to the Customer, or such other date that is mutually agreed to in writing by Alpen Spruce and the Customer.

METHODOLOGY AND OPTIONS

Alpen Spruce will implement Chrome Warrior as outlined in this SOW.

- Implement the notion of Games within Chrome Warrior

TIMING

Implementation of Chrome Warrior will begin March 1, 2016

JOINT ACCOUNTABILITIES

ALPEN SPRUCE ACCOUNTABILITIES

- Alpen Spruce will make every reasonable effort to deliver weekly enhancements over the duration of the SOW
- Alpen Spruce will provide weekly updates to Customer

CUSTOMER ACCOUNTABILITIES

- Customer will make key personnel available for feedback
- Customer will ensure PO is completed in timely manner

JOINT ACCOUNTABILITIES

- Alpen Spruce and Customer will alert each other of anything we learn that may materially affect the success of the project
- Alpen Spruce and Customer will achieve reasonable accommodation for conflicts, unforeseen events, and other priorities



3 TERMS AND CONDITIONS

Alpen Spruce will implement Chrome Warrior on a fixed price basis based on the Customer's selection of the options below

PRICING

	<u>Price</u>
Add notion of Games to Chrome Warrior	\$9000
	<u>\$9000</u>

PAYMENT TERMS

- A. Payment of all fees for Service, and or expenses shall be due within thirty (30) days from Customer acceptance of the statement of work (Net 30)
- B. All amounts are payable in U.S. Dollars by check or money order pursuant to the instructions on the associated invoice.
- C. The Customer agrees to pay late payment charges of 1.5% per month or the maximum rate allowed by the law on any and all unpaid delinquent balance(s). Unpaid balances are considered delinquent if not paid within thirty (30) days of the date of invoice.

TERMINATION

The non-terminating party must receive a notification of termination no less than sixty (60) days before the existing term expires. Alpen Spruce may terminate this Agreement or withhold Services if the Customer fails to make any payment when due to Alpen Spruce and such failure is not cured within thirty (30) days after notice that such delinquent payment is past due. Either party may terminate this Agreement upon any other material breach of this Agreement by the other party, which if remediable, has not been corrected within thirty (30) calendar days after written notice.

Termination shall not relieve the Customer from paying all fees accruing prior to termination and shall not limit either party from pursuing any other available remedies.



4 AGREEMENT

Your signature below indicates acceptance of the terms of this statement of work

This Statement of Work/Schedule is attached to and incorporated into the Agreement and subject to all its terms and conditions.

Alpen Spruce Software, Inc

Rio School District

A handwritten signature in black ink, appearing to read "Damon Torgerson".

By (Sign) Authorized Representative

Damon Torgerson, Principal

Print Name and Title

By (Sign) Authorized Representative

Print Name and Title

9.5

Agenda Item: 9.5. Approval of the Memorandum of Understanding with Mind Research Institute

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Quick Summary /

Abstract:

Rationale:

The web-based ST Math instructional software program is designed to help all students reach math proficiency through self-paced, language-independent, mastery-based objectives. It is closely aligned to state and Common Core standards and builds the conceptual understanding and problem-solving skills needed for success in math. The ST Math software integrates with core instruction and is delivered in a variety of learning environments. Teachers and students access the software in the classroom, lab, or at home, to maximize productive teaching and learning. ST Math features embedded assessments and detailed reporting of student learning patterns.

Through a 1:1 learning environment, the ST Math software games incrementally increase in difficulty and provide immediate feedback. Through the software system, educators are able to access real-time student learning data, allowing for differentiation based on each student's level of understanding. ST Math uses a blended learning approach of 1:1 online learning through ST Math and teacher-guided group instruction integrating ST Math software games into their classroom lessons.

Rio School District would like to extend the current ST Math Pilot until the end of the 15/16 school year. This will allow students to continue making gains in math comprehension through the use of ST Math instructional software. Student progress and standards mastery data will continue to be collected in teacher/administrative reports. Upon completion of the 15/16 school year, Rio School District can use ST Math data to determine if ST Math should be implemented in Rio School district for the 16/17 school year.

Financial Impact: \$10,000 paid with LCFF funds

Recommended Motion: Educational Services recommends approval of MOU

Attachments:

MEMORANDUM OF UNDERSTANDING WITH MIND RESEARCH INSTITUTE



Quote

111 Academy Drive, Suite 100
 Irvine, CA 92617
 949-345-8700
 866-569-7014
 www.mindresearch.org

Page 1 of 2
 Date: 01/12/2016
 Quote #: 1418763
 Expires: 03/16/2016
 Partnership Manager: Vaughn Meissenburg
 E-mail: vmeissenburg@mindresearch.net
 Phone:

Bill To
 ACCOUNTS PAYABLE
 RIO ELEMENTARY SCH DISTRICT
 2500 E VINEYARD AVE STE 100
 OXNARD CA 93036-1309

Ship To
 CURRICULUM & INSTRUCTION
 RIO ELEMENTARY SCHOOL DISTRICT
 2500 VINEYARD AVE STE 100
 OXNARD CA 93036-1309

Qty	Item	Amount
0	<p>Comment Rio School District Pilot Extension</p> <p>Includes 15 Elementary School Teachers at 4 different locations. ST Math Training (PART 2) to be conducted at one central location.</p> <p>Pilot will run through the end of 15/16 school year.</p> <p>The Four Piloting Schools are: Rio Del Norte, Rio Rosales, Rio Real, and Rio Vista</p> <p>Total Number of Teachers by Grade: 1st Grade- Four Teachers 3rd Grade- Five Teachers 5th Grade- Three Teachers 6th Grade- Three Teachers</p> <p>See each school's item line description for the list of teachers that will be utilizing the program, by grade level.</p>	
1	<p>INACTIVE P0001 Pilot</p> <p>Rio Real-</p> <p>1st - Yesenia Viera and Mariela Plascencia 3rd - Teresa Ivey, Darin Spencer, and Yenni Arreola 5th - Mark Jester and Katie Auerbach and Pablo Hernandez 6/7/8 intervention - Mr. Stewart</p> <p>Rio Rosales-</p> <p>1st - Abbey Shaw-Linder and Annie Graton 3rd - Amber Gibson</p> <p>Rio Vista MS-</p> <p>6th intervention - Echo Lee/Jay Sorensen</p> <p>Rio Del Norte-</p> <p>3rd - Elise Legaspi</p>	\$10,000.00

9.6

Agenda Item: 9.6. Approval of Resolution 1516/23 Authorizing the Superintendent to Prepare Bid Documents and Solicit Bids for the Installation of Heating, Ventilation and Air Conditioning Systems at Rio del Norte Elementary School and Rio Real Elementary School

Speaker: Superintendent Puglisi

Rationale: District staff has determined that the heating and ventilation systems at Rio del Norte Elementary School (“Rio del Norte”) and Rio Real Elementary School (“Rio Real”) are in need of replacement. The current heating systems at both schools were installed more than a decade ago, with the Rio del Norte system installed in 2003 and the Rio Real system installed in 2005. Neither system provides air conditioning. During warm months, temperatures reportedly exceed 90 degrees in Rio del Norte and Rio Real classrooms, adversely affecting students’ learning environment and staff working conditions.

The District employed the consultant services of Reed Mechanical Systems, Inc. (“Reed Inc.”) to evaluate the existing heating and ventilation systems at Rio del Norte and Rio Real, and to provide recommendations regarding the current systems. In December 2015 and January 2016, Reed Inc. submitted proposals recommending installation of new heating, ventilation and air conditioning systems (“HVAC systems”) at Rio del Norte and Rio Real, with a total estimated cost of \$1,417,500.00.

District staff and consultants determined that it is not currently financially feasible for the District to install new HVAC systems that service all buildings at Rio del Norte and Rio Real. Instead, District staff and consultants concluded that it would be preferable to install new HVAC systems in one representative building at each site, as a pilot project. Building H at Rio del Norte was chosen for the pilot project because, according to teachers and staff, that building has the worst conditions and highest need. Building D at Rio Real was chosen for the pilot project because that building houses the kindergarten classrooms.

The attached resolution authorizes District staff to prepare bid documents for the pilot HVAC project at Rio del Norte and Rio Real, and to solicit bids from responsive and responsible bidders. District staff will present the bids to the Board for final review, determination of the lowest responsible and responsive bidder, and approval. In the event that District staff would like approval of any additional HVAC work at either site, District staff will bring a new resolution to the Board for consideration

Financial Impact: Not to exceed \$370,000.00, to be paid from Measure G funds.

Attachments:

RIO SCHOOL DISTRICT

RESOLUTION NO. 1516/23

AUTHORIZING THE SUPERINTENDENT TO PREPARE BID DOCUMENTS AND SOLICIT BIDS FOR INSTALLATION OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT RIO DEL NORTE ELEMENTARY SCHOOL AND RIO REAL ELEMENTARY SCHOOL

WHEREAS, on November 4, 2014, a school bond election was regularly held within the boundaries of Rio School District with the measure for incurring bond indebtedness submitted as Measure G; and

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

WHEREAS, Measure G specified that bond proceeds were to be utilized, in relevant part, for the purpose of renovation, furnishing and equipping of school facilities; and

WHEREAS, the District has determined that the heating and ventilation systems at Rio del Norte Elementary School ("Rio del Norte") and Rio Real Elementary School ("Rio Real") are in need of renovation for the following reasons: (a) the heating systems at both sites were installed more than a decade ago, with the current heating system installed at Rio del Norte in 2003 and the current heating system installed at Rio Real in 2005; (b) neither site currently has air conditioning; (c) temperatures inside classrooms at both sites can exceed 90 degrees; and (d) the lack of air conditioning at Rio del Norte and Rio Real adversely affects students' learning environment and staff's working conditions; and

WHEREAS, in order to improve the educational and working environment at Rio del Norte and Rio Real, the District has determined that it would be advisable to install new heating, ventilation and air conditioning systems at those sites; and

WHEREAS, the District employed the consultant services of Reed Mechanical Systems, Inc. ("Reed Inc.") to evaluate the existing heating, ventilation and air conditioning systems at Rio del Norte and Rio Real, and to provide recommendations regarding the replacement of those systems; and

WHEREAS, on December 3, 2015, Reed Inc. provided the District with a proposal, inclusive of detailed scope of work descriptions and budget, for complete replacement of the heating, ventilation and air conditioning systems at Rio del Norte, as set forth in Bid

Proposal No. 15125-1 – Rio del Norte HVAC Budget, and, on January 22, 2016, Reed Inc. provided the District with a second proposal, inclusive of detailed scope of work descriptions and budget, for complete replacement of the heating, ventilation and air conditioning systems at Rio Real, as set forth in Bid Proposal No. 15125-2 – Rio Real HVAC Budget, which are collectively referred to herein as the “Proposal” and both of which are attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the estimated budget for complete replacement of the heating, ventilation and air conditioning systems at Rio del Norte as set forth in the Proposal is \$922,000.00, and the estimated budget for complete replacement of the heating, ventilation and air conditioning systems at Rio Real is \$495,500.00, for a total estimated budget of \$1,417,500.00; and

WHEREAS, District staff and consultants reviewed the Proposal and determined that it is not presently financially feasible for the District to undertake complete replacement of the heating, ventilation and air conditioning systems at Rio del Norte and Rio Real; and

WHEREAS, District staff and consultants evaluated the sites and established that Building H at Rio del Norte and Building D at Rio Real, both of which are specified on the maps submitted with the Proposal, are representative buildings at each school site in terms of layout; Building H has the highest need for renovation among the representative buildings at Rio del Norte as expressed by teachers and staff; and Building D has the highest need for renovation among representative buildings at Rio Real because it houses the kindergarten classrooms; and

WHEREAS, District staff and consultants concluded that it was in the District’s best financial interest to implement a pilot project, comprised of replacement of the heating, ventilation and air conditioning systems of Building H at Rio del Norte and of Building D at Rio Real (the “Pilot Project”), as highlighted on Exhibit A; and

WHEREAS, District staff and consultants further concluded that the Pilot Project should be completed during summer vacation to minimize disruption to staff, students and their families, and neighboring communities, and recommended a not-to-exceed amount of \$250,000.00 at Rio del Norte and \$150,000.00 at Rio Real, with a total not-to-exceed amount of \$370,000.00 for the Pilot Project; and

WHEREAS, the District must abide by the competitive bidding procedures set forth in the Public Contract Code, including Public Contract Code Sections 20111, *et seq.*, when soliciting proposals for the provision of any public works projects; and

WHEREAS, the Pilot Project is a “public works project” as defined by Public Contract Code Section 22002(c); and

WHEREAS, District staff intends to prepare bid documents for the Pilot Project in accordance with the Public Contract Code, with an estimated date of completion in late

summer 2016 and utilizing the project descriptions set forth in the Proposal, provided that the bid documents shall specify that any materials, products, things, or service by brand name or trade name shall be followed by the words "or equal" in accordance with Public Contract Code Section 3400(a); and

WHEREAS, the California Environmental Quality Act (California Public Resources Code Sections 21000, *et seq.*, hereinafter referred to as "CEQA") requires "lead agencies" to identify the significant environmental impacts of any activities that constitute a "project" and, if feasible, to avoid or mitigate those impacts; and

WHEREAS, pursuant to California Code of Regulations, Title 14, Section 15367, the District is the "lead agency" for the Project; and

WHEREAS, the District has determined that the Pilot Project is a "project" under CEQA, pursuant to California Public Resources Code Sections 21065 and 21080; and

WHEREAS, California Public Resources Code Section 21083 provides that the Office of Planning and Research shall prepare and develop guidelines for the implementation of CEQA; California Public Resources Code Section 21084 provides that the guidelines prepared and adopted pursuant to Section 21083 shall include a list of classes of projects that have been determined not to have a significant effect on the environment and that shall be exempt under CEQA; and the CEQA Guidelines are codified in California Code of Regulations, Title 14, Sections 15000, *et seq.*; and

WHEREAS, in accordance with California Code of Regulations, Title 14, Section 15061(b)(2), the District has evaluated the Project and determined that the Project is categorically exempt pursuant to California Code of Regulations, Title 14, Sections 15301 and 15302, as indicated in the below findings;

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby delegates authority to the Superintendent and the Assistant Superintendent of Business Services, in collaboration with District staff and consultants, to prepare bid documents (the "Bid Documents") for the Pilot Project, as highlighted on Exhibit A in terms of project description, estimated budget and project location. District staff shall seek approval of any additional work set forth in the Proposal by separate resolution.
3. The Board further delegates authority to the Superintendent and the Assistant Superintendent of Business Services, in collaboration with District staff and consultants, to solicit bids from qualified contractors for the construction work contemplated by the Pilot Project in accordance with the Bid Documents and the provisions of the Public Contract Code, including, but not limited to, Public Contract Code Section 20112.

4. The Board further delegates authority to the Superintendent and the Assistant Superintendent of Business Services to obtain bids from prospective contractors and to review those bids for completeness, responsiveness and indicia of the contractors' responsibility. All such bids shall be presented to the Board for final review, determination of the lowest responsive and responsible bidder, and approval.

5. The Pilot Project is exempt from CEQA on multiple grounds, each of which is independently sufficient to exempt the entire project from CEQA, as follows:

a. The Pilot Project is exempt pursuant to 14 CCR Section 15301, commonly known as a Class 1 exemption, which consists of the repair, maintenance or minor alteration of existing public structures, facilities or mechanical equipment, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination, including, but not limited to, interior or exterior alterations involving such things as interior partitions, plumbing and electrical conveyances because the Pilot Project involves the sealing of ventilation fans, the installation of new air conditioning units and related small equipment such as air handlers and pump condensers, the replacement of thermostats, and other minor work as set forth on Exhibit A; and

b. The Pilot Project is exempt pursuant to 14 CCR Section 15302, commonly known as a Class 2 exemption, which consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced because the Pilot Project involves the replacement and reconstruction of the existing heating system with a heating and air conditioning system, and related minor work such as the installation of related small equipment such as air handlers and pump condensers, the replacement of thermostats, and other minor work as set forth on Exhibit A; and

c. Temporary impacts, such as traffic, dust, and noise during construction and installation of the Pilot Project, are expected to be minimal because the project is small in scope, involving work at only one building at Rio del Norte which has eleven buildings in total, and one building at Rio Real, which has eight buildings in total; construction and installation will be scheduled to occur during summer, thereby avoiding adverse impacts on traffic patterns and school operations; and the District will require any contractors working on the Pilot Project to mitigate any minor impacts related to traffic, dust or noise as set forth in the Bid Documents.

6. District staff is authorized and directed to prepare, execute and record with the Ventura County Clerk a Notice of Exemption for the Project, in accordance with the findings set forth in this resolution and pursuant to California Code of Regulations, Title 14, Section 15062, and to take any other action necessary to effectuate the purpose of this resolution.

PASSED AND ADOPTED by the Board of Trustees of the Rio School District at a regular meeting held on the 9th of March, 2016 by the following vote and roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Torres, President

Joe Esquivel, Clerk

EXHIBIT A

**BID PROPOSAL #15125-1 – RIO DEL NORTE HVAC BUDGET
AND
BID PROPOSAL #15125-2 – RIO REAL HVAC BUDGET**



December 3, 2015

Kristen Pifko
2500 E Vineyard Avenue
Oxnard, CA 93036
kpifko@rioschools.org

RE: Bid Proposal #15125-1 – Rio Del Norte HVAC Budget

Thank you for the opportunity to provide you with a proposal for the replacement of your existing heat/vent system with a Mitsubishi Y-Series Cooling and Heating System at Rio Del Norte School, Oxnard. As requested we have visited the site and developed the following scope of work for your consideration. Please review and advise if there are any changes prior to acceptance of this proposal.

Scope of Work: (Typical for Bldgs. F, H, J)

- ◆ Removal and offsite disposal of (7) existing Reznor rooftop units
- ◆ Seal existing ventilation fans at roof curb (duct and register to remain)
- ◆ Furnish and Install (7) Alliance double-wall air handlers, aluminum construction, customized with Mitsubishi fan coil components to fit existing Reznor curbs
- ◆ (1) Mitsubishi model PUHY-P240TSLMU-A, 20 ton (2-10ton modules) heat pump condenser located on grade East of electrical room on concrete housekeeping pad and protected with chain link enclosure
- ◆ Refrigeration piping from condenser routed up wall to roof and distributed to (7) coils with supports, insulation, aluminum cladding and weather protection
- ◆ Individual internal condensate pumps piped to common condensate line and routed to drywell located inside condensing unit enclosure
- ◆ New 100amp circuit to condensing unit including 100 amp main breaker, conduit and wire to subpanel installed outside electrical room adjacent to condenser; Subpanel will have (2) 50 amp breakers with conduit, wire to each condensing unit module.
- ◆ Existing electrical circuits are adequate to serve new air handing units. New fused disconnects will be installed and modifications to conduit and wire as required.
- ◆ Existing control conduits will be utilized and new conduits installed as required to daisy chain units together with new wiring
- ◆ Classroom thermostats will be replaced with Programmable Mitsubishi controllers
- ◆ Certified Air Test & Balance
- ◆ Electronic Copy of As-Built drawings, Operation & Maintenance Manuals, TAB Reports
- ◆ Crane/Rigging

Bldg. D – Same scope of work as F, H, J with the following differences

- ◆ Furnish and Install (6) Alliance double-wall air handlers, aluminum construction, customized with Mitsubishi fan coil components to fit existing Reznor curbs

8376 Edison Drive Ventura, CA 93001
Phone : (805) 768-6824 | Fax : (805) 768-6825

www.riidmechsys.com

- ◆ Condenser location is on Southeast corner of building to keep it inside fenced perimeter
- ◆ New 100amp circuit will require routing from electrical room around parapet wall approx. 120lf and down wall to condenser

Bldg. C

- ◆ Removal and offsite disposal of (3) existing Carrier upflow furnaces located above storage rooms
- ◆ (1) Mitsubishi model PUHY-P120TSLMU-A, 10 ton heat pump condenser located on grade South side of Bldg. on concrete housekeeping pad and protected with chain link enclosure
- ◆ Furnish and Install (3) Mitsubishi Vertical heat pump fan coils
- ◆ Ductwork transitions to existing duct system
- ◆ Individual condensate pumps piped to common condensate line and routed to drywell located inside condensing unit enclosure
- ◆ Refrigeration piping from condenser routed up wall to roof and distributed into bldg. to (3) fan coils with supports, insulation, aluminum cladding.
- ◆ New 50amp circuit will require routing from electrical room around parapet wall approx. 100lf and down wall to condenser
- ◆ New 20amp 230/1/60 circuit to (3) heat pump fan coils with service disconnects
- ◆ Crane/Rigging

Classroom T-Bar ceiling duct extensions

- ◆ Replace (2) existing sidewall supply and (1) return registers with square to round duct transitions and balancing dampers
- ◆ Install maximum 7' length of R6 flex duct and connect to new Lay-in T-bar registers
- ◆ Connect seismic wires installed by ceiling contractor

Excludes:

Load Calcs, T-24, Design plans, Permits; Structural calculations; Duct pressure test, seal, cleaning; Painting; Off Hours, Overtime

All Material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner, for the sum of

Bldgs. F, H, J (\$202k Each) -----	\$606,000.00
Bldgs. D -----	\$186,000.00
Bldgs. C -----	\$80,000.00
Duct extensions (18 Classrooms) -----	\$14,000.00

Additional scope required (not included in above prices)

Roof Patch -----	\$13,500.00
Concrete Housekeeping Pads -----	\$10,000.00
Chain Link Enclosures -----	\$12,500.00
Total Project Budget -----	\$922,000.00

Note - Bldg. Reference is per construction plans and does not match building signage

Respectfully Submitted,

Tom Reed - President
Reed Mechanical Systems, Inc.
Contractor's License # 957662
DIR Reg#1000007126

Authorization: The undersigned has read this proposal in its entirety, is authorized to sign, and agrees to the scope of work and the terms and conditions outlined above.

Print: _____
Sign: _____
Date: _____

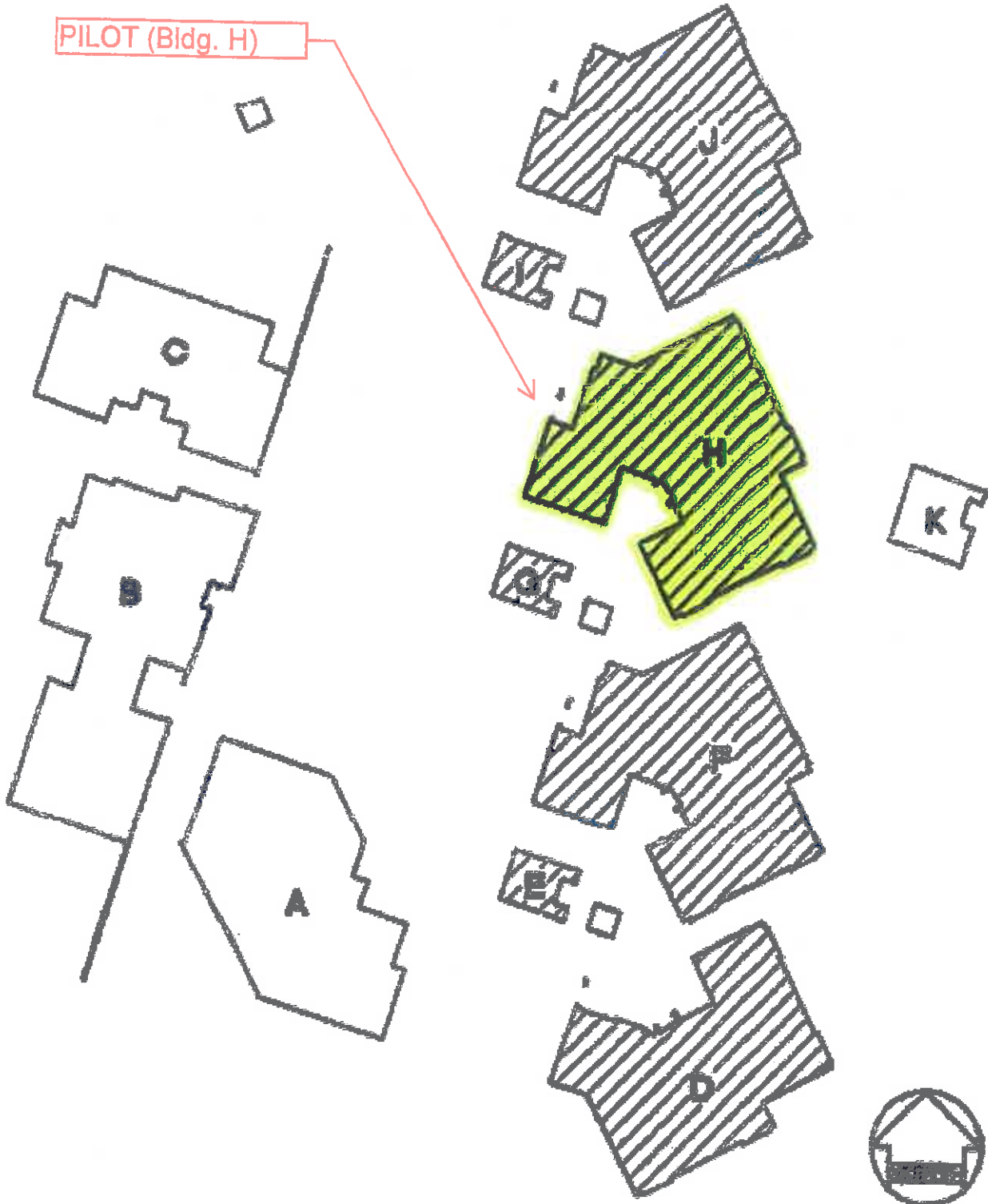
Pilot Project

Scope of Work: (Bldg H)

- ◆ Removal and offsite disposal of (7) existing Reznor rooftop units
- ◆ Seal existing ventilation fans at roof curb (duct and register to remain)
- ◆ Furnish and Install (7) Alliance double-wall air handlers, aluminum construction, customized with Mitsubishi fan coil components to fit existing Reznor curbs
- ◆ (1) Mitsubishi model PUHY-P240TSLMU-A, 20 ton (2-10ton modules) heat pump condenser located on grade East of electrical room on concrete housekeeping pad and protected with chain link enclosure
- ◆ Refrigeration piping from condenser routed up wall to roof and distributed to (7) coils with supports, insulation, aluminum cladding and weather protection
- ◆ Individual internal condensate pumps piped to common condensate line and routed to drywell located inside condensing unit enclosure
- ◆ New 100amp circuit to condensing unit including 100 amp main breaker, conduit and wire to subpanel installed outside electrical room adjacent to condenser; Subpanel will have (2) 50 amp breakers with conduit, wire to each condensing unit module.
- ◆ Existing electrical circuits are adequate to serve new air handing units. New fused disconnects will be installed and modifications to conduit and wire as required.
- ◆ Existing control conduits will be utilized and new conduits installed as required to daisy chain units together with new wiring
- ◆ Classroom thermostats will be replaced with Programmable Mitsubishi controllers
- ◆ Certified Air Test & Balance
- ◆ Electronic Copy of As-Built drawings, Operation & Maintenance Manuals, TAB Reports
- ◆ Crane/Rigging
- ◆ Roof Patch
- ◆ Concrete Housekeeping Pads
- ◆ Chain Link Enclosures

Budget Pilot (Bldg. H) ----- \$250,000.00

PILOT (Bldg. H)



January 22, 2016

Kristen Pifko
2500 E Vineyard Avenue
Oxnard, CA 93036
kpifko@rioschools.org

RE: Bid Proposal #15125-2 – Rio Real HVAC Budget

Thank you for the opportunity to provide you with a proposal for the replacement of your existing heat/vent system with a Mitsubishi Y-Series Cooling and Heating System at Rio Real School, Oxnard. Equipment selection is based on 1.20.16 load calculations provided by AE Group, Ventura. As requested we have visited the site and developed the following scope of work for your consideration. Please review and advise if there are any changes prior to acceptance of this proposal.

Scope of Work: (Typical for Bldgs. B, C, E)

- ◆ The scope in general is to replace existing gas-fired furnaces with Mitsubishi City-Multi fan coils connected to central Heat Pump condenser serving six classrooms per building and connect to existing duct system.
- ◆ Removal and offsite disposal of (6) existing horizontal furnaces above T-bar
- ◆ Cap (e) Gas in place
- ◆ Furnish and Install (6) Mitsubishi PVFY-P48NAMU multi-position air handlers suspended above ceiling with strut support and seismic restraint
- ◆ Insulated ductwork transitions to existing
- ◆ Reconnect existing outside air
- ◆ Condensate overflow safety pan
- ◆ Individual external condensate pumps piped to common condensate line and routed to drywell located inside condensing unit enclosure
- ◆ (1) Mitsubishi model PUHY-P288TSLMU-A, 24 ton (1-10, 1-8, 1-6ton modules) heat pump condenser located on grade at end of classrooms on concrete housekeeping pad and protected with chain link enclosure
- ◆ Refrigeration piping from condenser routed up wall to attic and distributed to (6) air handler coils with supports, insulation, aluminum cladding on exterior
- ◆ New 150amp circuit to condensing unit including 150 amp main breaker, conduit and wire to subpanel installed adjacent to condenser; Subpanel will have (1) 50, 40, 30 amp breakers with conduit, wire to each condensing unit module.
- ◆ Convert existing 110/1/60 electrical circuits to 208-230/1/60 to serve new air handling units. New disconnects will be installed and modifications to conduit, wire, and breakers as required.
- ◆ Air handler control wiring will “free-wire” above T-bar and conduit on exterior of building
- ◆ Classroom thermostats will be replaced with Programmable Mitsubishi controllers
- ◆ Certified Air Test & Balance
- ◆ Electronic Copy of As-Built drawings, Operation & Maintenance Manuals, TAB Reports

◆ Crane/Rigging

Bldg. D

- ◆ The scope in general is to replace existing gas-fired furnaces with Mitsubishi City-Multi fan coils connected to central Heat Pump condenser serving two classrooms and one office and provide new duct systems.
- ◆ Removal and offsite disposal of (3) existing upflow furnaces and ductwork located in equipment closets
- ◆ Cap off gas lines
- ◆ Furnish and Install (2) Mitsubishi PVFY-P54NAMU, (1) Mitsubishi PVFY-P36NAMU multi-position air handler in mechanical closets
- ◆ (1) Mitsubishi model PUHY-P168TSLMU-A, 14 ton heat pump condenser located on grade east side of Bldg. on concrete housekeeping pad and protected with chain link enclosure
- ◆ New 100amp circuit to condensing unit including 150 amp main breaker, conduit and wire to subpanel installed adjacent to condenser; Subpanel will have (1) 40, 30 amp breakers with conduit, wire to each condensing unit module
- ◆ Convert existing 110/1/60 electrical circuits to 208-230/1/60 to serve new air handling units. New disconnects will be installed and modifications to conduit, wire, and breakers as required.
- ◆ Gravity condensate lines routed to drywell located outside mechanical closet
- ◆ Refrigeration piping from condenser routed up wall to attic and distributed to (3) air handler coils with supports, insulation, aluminum cladding on exterior
- ◆ All new ductwork systems including "acoustically lined" 16 ga galv. air handler support/plenums, rectangular supply and return ducts with transition to "exposed" spiral duct in classrooms and office with spiral diffusers
- ◆ Reconnect existing outside air
- ◆ Air handlers control wiring will "free-wire" above T-bar and conduit on exterior of building and interior of closets
- ◆ Classroom thermostats will be replaced with Programmable Mitsubishi controllers
- ◆ Certified Air Test & Balance
- ◆ Electronic Copy of As-Built drawings, Operation & Maintenance Manuals, TAB Reports
- ◆ Crane/Rigging

Excludes:

Load Calcs, T-24, Design plans, Permits; Structural calculations; Duct pressure test, seal, cleaning; Painting; Off Hours, Overtime

All Material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner, for the sum of

Bldgs. B, C, E (\$111k Each) ----- \$333,000.00

Bldgs. D ----- \$94,000.00

Additional scope required (not included in above prices)

1) Electrical underground power feed from main switchgear to four condenser locations including saw cutting, trenching, spoils haul-off, conduit, wire, backfill and asphalt patch. (Excludes main breakers at future switchgear)-----	\$46,500.00
2) Concrete Housekeeping Pads -----	\$10,000.00
3) Chain Link Enclosures -----	\$12,000.00
Total Project Budget -----	\$495,500.00

Note - Bldg. Reference is per construction plans

Respectfully Submitted,

Tom Reed - President
Reed Mechanical Systems, Inc.
Contractor's License # 957662
DIR Reg#1000007126

Authorization: The undersigned has read this proposal in its entirety, is authorized to sign, and agrees to the scope of work and the terms and conditions outlined above.

Print: _____
Sign: _____
Date: _____

Pilot Project

Bldg. D

- ◆ The scope in general is to replace existing gas-fired furnaces with Mitsubishi City-Multi fan coils connected to central Heat Pump condenser serving two classrooms and one office and provide new duct systems.
- ◆ Removal and offsite disposal of (3) existing upflow furnaces and ductwork located in equipment closets
- ◆ Cap off gas lines
- ◆ Furnish and Install (2) Mitsubishi PVFY-P54NAMU, (1) Mitsubishi PVFY-P36NAMU multi-position air handler in mechanical closets
- ◆ (1) Mitsubishi model PUHY-P168TSLMU-A, 14 ton heat pump condenser located on grade east side of Bldg. on concrete housekeeping pad and protected with chain link enclosure
- ◆ New 100amp circuit to condensing unit including 150 amp main breaker, conduit and wire to subpanel installed adjacent to condenser; Subpanel will have (1) 40, 30 amp breakers with conduit, wire to each condensing unit module
- ◆ Convert existing 110/1/60 electrical circuits to 208-230/1/60 to serve new air handling units. New disconnects will be installed and modifications to conduit, wire, and breakers as required.
- ◆ Gravity condensate lines routed to drywell located outside mechanical closet
- ◆ Refrigeration piping from condenser routed up wall to attic and distributed to (3) air handler coils with supports, insulation, aluminum cladding on exterior
- ◆ All new ductwork systems including "acoustically lined" 16 ga galv. air handler support/plenums, rectangular supply and return ducts with transition to "exposed" spiral duct in classrooms and office with spiral diffusers
- ◆ Reconnect existing outside air
- ◆ Air handlers control wiring will "free-wire" above T-bar and conduit on exterior of building and interior of closets
- ◆ Classroom thermostats will be replaced with Programmable Mitsubishi controllers
- ◆ Certified Air Test & Balance
- ◆ Electronic Copy of As-Built drawings, Operation & Maintenance Manuals, TAB Reports
- ◆ Crane/Rigging
- ◆ Roof Patch
- ◆ Concrete Housekeeping Pads
- ◆ Chain Link Enclosures
- ◆ Structural Calculations/Design

Budget Pilot (Bldg. D Kindergarten) ----- \$150,000.00

9.7



- Agenda Item:** **9.7. Addendum to Architecture for Education Contract for Architectural Services-K-8 STEAM School**
- Speaker:** **Kristen Pifko, Assistant Superintendent of Business Services**
- Rationale:** **On January 21, 2015, the district awarded a contract for the design of a new K-8 STEAM school to Architecture for Education in the amount of \$1,950,000.**
- On October 21, 2015, the board approved a construction scope for Phase 1 of the K-8 STEAM school project. This phased approach meets the district's current funding, based on local funding only, no state construction bond funding.**
- In order to promote an efficient design process, the district determined that Architecture for Education should design the entire K-8 STEAM school. This concurrent design of a later phase provides cost savings of using the lowest portion of the fee schedule. Additionally, it allows the district to build Phase 2 of the project as soon as the district has available funds.**
- Financial Impact:** **\$381,629 Measure G Bond Funds**
- Recommended Motion:** **Approved contract addendum and additional work scope.**
- Attachments:**
Architecture for Education proposal



Word of the Month: **collaboration**
Word of the Week: **collaboration**

March 2, 2016

Ms. Kristen Pifko
Assistant Superintendent of Business Services
Rio School District
2500 East Vineyard Ave
Oxnard, California 93036

RE: Proposal for fee increase for Bid Alternate Items

Dear Kristen:

Thank you for reviewing our current contracted fee relevant to the latest cost and scope analysis developed by Balfour Beatty Construction and presented by A4E to the RSD Leadership and Board.

The 10/21/15 Board Approved a Phased 1 construction scope, using local funding only, which includes Bldgs A,B,D,E with all related site improvements. Phase 1 construction is currently estimated at \$29,057,247. A4E is continuing the design and acquiring DSA approval of Phase 2 construction scope, using state funding, which includes Bldg C, to meet the anticipated campus capacity. Phase 2 construction is currently estimated at \$8,336,007.

We propose this remainder to be calculated against the lowest 5.5%, per attached fee schedule, totaling an additional fee of \$381,629. This amount is inclusive of all consultant fees. It is advantageous for RSD to proceed with this work as it provides a savings of over \$250,000 when compared to starting the fee schedule over at its highest percentage at a future date. Upon approval we will identify this \$381,629 as an additional service on our billings.

Please note, the 100% cost estimate is to be completed by April and at that time we will fix the Phase 2 design fee through DSA Approval. The payment schedule will follow the standard contracted % of total fee per phase. Thusly, if Phase 2 is not bid or constructed at this time A4E will stop invoicing at 65% of the additional service fee.

Please contact me if you have any questions concerning this proposal.

Sincerely,

Rachel Adams, AIA
Managing Principal
Architecture for Education Incorporated

Kristen Pifko
Assistant Superintendent of Business Services
Rio School District

Date

65 NORTH CATALINA AVENUE
PASADENA CALIFORNIA 91106
626-356-4080 T 626-356-3080 F
www.architecture4e.com

4210 SAINT HELENA HIGHWAY STE TT
CALISTOGA CALIFORNIA 94515
707-312-1056 T
www.architecture4e.com

Fee Calculation

ARCHITECTURE / ENGINEERING FEE SCHEDULES

Project Number:

A-1406-00

Project Title:

Rio K-8 STEAAM Community School

Project Start Date:

Phase 1 & 2

A/E FEE SCHEDULE

\$37,393,254 Construction Cost

		PERCENTAGE	COST	FEE
First \$1,000,000.00	\$0 - \$1M	9.00%	\$1,000,000.00	\$90,000.00
Next \$1,000,000.00	\$1M to \$2M	8.50%	\$1,000,000.00	\$85,000.00
Next \$2,000,000.00	\$2M to \$4M	8.00%	\$2,000,000.00	\$160,000.00
Next \$2,000,000.00	\$4M to \$6M	7.50%	\$2,000,000.00	\$150,000.00
Next \$4,000,000.00	\$6M to \$10M	7.00%	\$4,000,000.00	\$280,000.00
Next \$4,000,000.00	\$10M to \$14M	6.50%	\$4,000,000.00	\$260,000.00
Next \$4,000,000.00	\$14M to \$18M	6.00%	\$4,000,000.00	\$240,000.00
Balance = \$19,393,254.00	greater than \$18M	5.50%	\$19,393,254.00	\$1,066,628.97
SUBTOTAL				\$2,331,628.97

Fee calculation using full build out construction cost = \$2,331,689
 Original Contract for 30mil construction cost = \$1,950,000
 Remaining Fee = \$381,629

9.8



Agenda Item:

9.8. Approval of the 2015-16 Second Interim Budget

Speaker:

Kristen Pifko, Assistant Superintendent of Business Services

Rationale:

AB 1200 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 updated LCFF revenue projections. Additionally, Ventura County Office of Education provided a new estimate of Excess Costs to be billed to Rio School District.

Financial Impact:

Financial Impact: \$142,721.00 - General Fund

Report will be under separate cover.

Attachments:



Agenda Item: 9.9. 2016/2017 Academic Calendar (Draft)

Speaker: Carolyn Bernal, Director of Human Resources

Rationale: The 2016/2017 Academic Calendar is presented tonight for approval. This calendar secures dates for the first and last day of school, the winter and spring breaks and all normal holidays.

This calendar is subject to continued negotiations with RTA to identify the remaining contractual requirements such as minimum days and end of trimester dates and with CSEA to ensure all contractual holidays are identified and agreed to. Once those are identified, a finalized calendar will be brought back for final approval.

For the purposes however of informing parents and the community of when school will start and end and when the breaks will be, we ask that the draft version be approved now in order to start communicating the information district wide.

Financial Impact: None

Recommended Motion: It is recommended that the board take action to approve the draft version of the 2016/2017 academic calendar that is subject to continued negotiations with RTA/CSEA. A finalized version will be brought back at a future board meeting.

Attachments:

10.1



Agenda Item: 10.1. Approval of the Minutes of the Regular Board Meeting of February 10, 2016

Speaker: Superintendent Puglisi

Attachments:



Minutes
Regular Board Meeting
February 10, 2016
Office of Student and Family Support Services
3300 Cortez Street
Oxnard, CA 93036

Attendance Taken at 5:00 PM:

Present:

Cassandra Bautista
Joe Esquivel
Edith Martinez-Cortes
Ramon Rodriguez
Eleanor Torres

1. Preliminary Business

1. Call to Order

Minutes:

President Torres called the meeting to order at 5:00 p.m.

2. Pledge of Allegiance

Minutes:

Patrick Radford, CSEA President, led the flag salute.

3. Roll Call

Minutes:

Trustee Joe Esquivel called the roll; all present.

2. Approval of the Agenda

1. Agenda Corrections, Additions and Modifications

Minutes:

Trustee Bautista requested Item 10.10 Approval of Amended Contract with Joe Bruzzese moved into Information/Action.

President Torres requested Items 10.8 Approve the Estimated Fees for Legal Services Provided by Myers, Widders, Gibson, Jones for Various Construction and Developer Related Projects, Item 10.13 Internet Connection-eRate Contract and Item 10.14 Fiber

Optic Connections-eRate Contract into Information/Action.

2. Approval of the Agenda

Motion Passed: The Governing Board approved the agenda as amended. Passed with a motion by Edith Martinez-Cortes and a second by Ramon Rodriguez.

Yes Cassandra Bautista

Yes Joe Esquivel

Yes Edith Martinez-Cortes

Yes Ramon Rodriguez

Yes Eleanor Torres

3. Public Comment - Closed Session

Minutes:

Public comments were heard from Patrick Radford, Rebecca Barbetti, and Lynn Arneil-Brown.

4. Closed Session

Minutes:

President Torres recessed into closed session at 5:23 p.m.

1. Public Employee Discipline/Dismissal/Release [Government Code 54957]

2. Conference with Legal Counsel Initiation of litigation, pursuant to Government Code 54956.9(d) (4). Number of matters: 1

3. Conference with Labor Negotiators [Government Code 54957.6] Agency Designated Representatives: RSD Negotiating Team Employee Organization: RTA, CSEA, Certificated and Classified Management and other non-union represented groups.

4. Public Employee Performance Evaluation [Government Code 549587] Staffing 2015/2016 and 2016/2017

5. Reconvene in Open Session

Minutes:

President Torres reconvened the meeting at 7:12 p.m.

1. Report of Closed Session

Minutes:

President Eleanor Torres reported the following action took place during closed session:

Pursuant to Government Code Section 54956.9 (C) the board, by roll call, instructed its legal counsel to initiate litigation against certain persons. The nature of this litigation and the disclosure of potential defendants will be made public upon the District's service of summons and complaint on such defendants. The vote was as follows: President Torres and Trustees Esquivel, Bautista, Martinez-Cortes and Rodriguez vote yes.

On a vote of 5-0, the Governing Board took action to non-re-elect and to provide notice pursuant to EC 44929.21 to employee number 2649.

6. Presentations/Recognitions

1. PADDLE Presentation

Minutes:

Superintendent Puglisi presented a PADDLE video.

7. Communications

1. Acknowledgement of Correspondence to the Board

Minutes:

There was no written correspondence to the board.

2. Board Member Reports

Minutes:

There were no board member reports.

3. Organizational Reports - RTA/CSEA/Other

Minutes:

Organizational reports were heard from Rebecca Barbetti, RTA President and Patrick Radford, CSEA President.

4. Superintendent Reports

Minutes:

Superintendent Puglisi provided an update on:

-The Nyeland Acres Purchase Agreement transaction with the Ventura County Board of Supervisors and the expected timeline. Supervisor John Zaragoza was also present

-RSD K8 Community STEAM School Update-Dr. Joel Kirschenstein

-Master Plan Update February 2016

-AR District Report for January 2016

-Suspension Report for January 2016

5. Public Comment

Minutes:

Public Comment was heard from Lynette Lucas.

8. Information

1. Update on Nyeland Acres Property Transaction

2. Business Services Update

Minutes:

Public comments were heard from Lynette Lucas.

Kristen Pifko updated the board on the Child Nutrition Program and the Maintenance, Facilities and Operations Department.

3. Municipal Market Overview and Bond Program Update from Stifel.

Minutes:

Kristen Pifko, Assistant Superintendent of Business Services, introduced John Baracy from Stifel.

Mr. Baracy presented a PowerPoint on the next steps on the bond sale process. This item will be brought back for action at a future meeting.

9. Information/Action

1. Classified Management Job Description- Director of Technology

Motion Passed: It is recommended the board approve the revisions to the job description for Director of Technology. Passed with a motion by Joe Esquivel and a second by Eleanor Torres.

Yes Cassandra Bautista
Yes Joe Esquivel
Yes Edith Martinez-Cortes
Yes Ramon Rodriguez
Yes Eleanor Torres

Minutes:

Carolyn Bernal, Director of Human Resources, presented a revised job description for Director of Technology.

2. RSD and CSEA Memorandum of Understandings

Motion Passed: It is recommended that the board approve the two attached MOU's. Passed with a motion by Edith Martinez-Cortes and a second by Joe Esquivel.

Yes Cassandra Bautista
Yes Joe Esquivel
Yes Edith Martinez-Cortes
Yes Ramon Rodriguez
Yes Eleanor Torres

3. Out of State Travel Request - Certificated Recruiting Job Fairs

Motion Passed: It is recommended the board approve out of state travel for a team of two HR Representatives to attend out of state job fairs for recruitment purposes for the 2016/2017 school year. Passed with a motion by Edith Martinez-Cortes and a second by Eleanor Torres.

Abstain Cassandra Bautista
Yes Joe Esquivel
Yes Edith Martinez-Cortes
Yes Ramon Rodriguez
Yes Eleanor Torres

4. Approval of HVAC Improvement Project with Green EconoME at Rio Del Mar Elementary School and Rio Vista Middle School.

Motion Passed: Staff recommends approval. Passed with a motion by Joe Esquivel and a second by Eleanor Torres.

Yes Cassandra Bautista
Yes Joe Esquivel
Abstain Edith Martinez-Cortes
Yes Ramon Rodriguez
Yes Eleanor Torres

5. Request for approval of Architectural Services for the Modernization of Rio Del Valle by Kruger Bensen Ziemer Architects, Inc.

Motion Passed: Staff recommends the approval of the KBZ Architects, Inc. proposal. Passed with a motion by Cassandra Bautista and a second by Edith Martinez-Cortes.

Yes Cassandra Bautista
Yes Joe Esquivel
Yes Edith Martinez-Cortes
Yes Ramon Rodriguez
Yes Eleanor Torres

10. Consent Agenda

Motion Passed: Passed with a motion by Edith Martinez-Cortes and a second by Ramon Rodriguez.

Yes Cassandra Bautista
Yes Joe Esquivel
Yes Edith Martinez-Cortes
Yes Ramon Rodriguez
Yes Eleanor Torres

1. Approval of the Minute of the Regular Board Meeting of January 13, 2016

2. Approval of the Donation Report

3. Personnel Report

4. Ratification of the Commercial Warrant Register

5. Eighth Grade Dual Immersion Academic Achievement Study Contract with JBS International

6. Approval of Rio Real 8th Grade Overnight Trip to Camp Shalom, Malibu California

7. Approval of Rio Del Valle Middle School and Rio Vista Middle School Field Trip to Washington, D.C.

8. Approve estimated fees for Legal Services Provided by Myers, Widders Gibson, Jones, for various construction and developer related projects.

Motion Passed: Staff recommends approving the estimated fees for 2016. Passed with a motion by Eleanor Torres and a second by Joe Esquivel.

Yes Cassandra Bautista
Yes Joe Esquivel
Yes Edith Martinez-Cortes
Yes Ramon Rodriguez
Yes Eleanor Torres

9. Williams Quarterly Complaint and Activity Report

10. Approval of Amended Contract with Joe Bruzzese

Motion Failed: Failed with a motion by Joe Esquivel and a second by Eleanor Torres.

No Cassandra Bautista
Yes Joe Esquivel
No Edith Martinez-Cortes
No Ramon Rodriguez
Yes Eleanor Torres

11. Approval of Technology Incentives for PADDLE-Professional Development System

12. Approval of Furniture Purchase for Training Room District Office

13. Internet Connection - eRate Contract

Motion Passed: Passed with a motion by Edith Martinez-Cortes and a second by Ramon Rodriguez.

Yes Cassandra Bautista

Yes Joe Esquivel

Yes Edith Martinez-Cortes

Yes Ramon Rodriguez

Yes Eleanor Torres

14. Fiber Optic Connections - eRate Contract

Motion Passed: Passed with a motion by Joe Esquivel and a second by Eleanor Torres.

Yes Cassandra Bautista

Yes Joe Esquivel

Yes Edith Martinez-Cortes

Yes Ramon Rodriguez

Yes Eleanor Torres

15. Network switch upgrade project - eRate contract

16. Change Order for Hughes General Engineering for additional work done at Rio Real to have ADA Access/PC Ramps installed.

17. Approve the change order proposed by Kruger Bensen Ziemer Architects, Inc. for additional work to be performed on the Rio Lindo Kitchen Replacement.

18. Resolution No. 1516/17 to Approve Written Findings/Determinations related to Hazardous Materials/Air Emissions for the proposed K-8 Elementary School Site.

19. Notice of Completion for ADA Access/PC Ramps at Rio Real Elementary School by Hughes General Engineering, Inc.

20. Emergency Resolution No. 1516-19 to Approve Entering Into Contracts for Services Related to the Fire Hydrant-Fire Water Line Repair at Rio Lindo Elementary School.

21. Approve Change Order for Class Leasing for Rio Real Elementary School's site modifications.

11. Organizational Business

1. Items for Future Board Meetings

Minutes:

-Attendance Report

-List of Consultants

-Names of Software Programs

-360 Evaluations

2. Future Meeting Dates: March 9, 2016

12. Adjournment

Minutes:

9:30

Approved this 9th day of March, 2016

John Puglisi, Ph.D., Secretary of the Board

Date

Joe Esquivel, Clerk of the Board

Date

10.2



Agenda Item: 10.2. Approval of the Donation Report

Speaker: Superintendent Puglisi

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

Site	Donor	Use of Donation	Amount
Rio del Norte	Target	Celebrations	259.82
Rio del Norte	Coca Cola	Celebrations	11.00
Rio Rosales	Target	Incentives	129.81
Rio Rosales	Western Growers	Garden Club	500.00
Rio Lindo	Target	Incentives	128.83
Rio Plaza	Coca Cola	Incentives	16.20
Rio Plaza	Target	Incentives	124.04

Financial Impact: Fiscal Impact: All monies applied towards sites

Attachments:

10.3



Agenda Item: 10.3. Approval of the Personnel Report

Speaker: Carolyn Bernal, Director of Human Resource

Quick Summary / Abstract:

Rationale: The administration presents for approval the personnel report for March 2016.

Recommended Motion: It is recommended the board approve the March 2016 personnel report.

Attachments:
Personnel Report

RIO SCHOOL DISTRICT

March 9, 2016

Certificated Personnel Report

Certificated Ratification of Employment:

Dowey, Sara, Middle School Teacher, Rio Del Valle, (1.0) FTE, effective 3/25/2016

Certificated Resignation:

Mends, Mikal, Elementary Teacher, Rio Rosales, (.50)FTE, effective 6/17/2016

Shay, Karen, Elementary Teacher, Rio Lindo, (1.0) FTE, effective 6/17/2016

Classified Personnel Report

Classified Ratification of Employment:

Arroyo, Ignacio, Instructional Assistant/Special Education, Rio Vista, 5 hours, effective 2/8/16

Catigan, Jeannie, Instructional Assistant/Special Education, Rio Del Norte, 5.75 hours, effective 2/8/16

Vega, Maria, Instructional Assistant Special Education, Rio Rosales, 5.75 hours, effective 2/8/16

10.4



Agenda Item: 10.4. Ratification of the Commercial Warrant Register

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: Pursuant to Education Code Sections 42632 and 42633, all payments from the funds of the district shall be made by written order of the Governing Board. The district provides all detailed listings 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 \$2,093,686.82 which included processing payments for all funds of the District in the following amounts:

Fund 010 - General Fund	\$1,168,035.74
Fund 130 - Cafeteria Fund	\$ 175,352.82
Fund 211 - Building Fund	\$ 744,783.16
Fund 251 - CAPITAL FACILITIES - RESIDENTIAL	\$479.51
Fund 490 - Capital Projects Fund	\$5,145.95

Total: \$2,093,797.18
 Less Unpaid Sales Tax Liability -110.36
 Net: \$2,093,686.82

Financial Impact: Fiscal Impact: (Total amount of item): \$2,093,686.82

Funding Source: Various funds as listed above

Recommended Motion: Approve February 2016 Warrant.

Attachments:
Warrant Register

Checks Dated 02/01/2016 through 02/26/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009020817	02/01/2016	Durham School Services	010-5800		408.15
5009020818	02/01/2016	Elena Ramirez	010-5200		48.33
5009020819	02/01/2016	Maria M. Hernandez	010-4300		89.27
5009020820	02/01/2016	Robert W. Gynn	010-4300		107.99
5009020821	02/01/2016	Sheri Fennell	010-4300		300.00
5009020822	02/01/2016	Patricia Delgado	010-5200		25.92
5009020823	02/01/2016	Architecture for Education Incorporated	211-6219		59,242.50
5009020824	02/01/2016	ARC	211-5800		655.83
5009020825	02/01/2016	Assistance League School	010-5800		8,635.00
5009020826	02/01/2016	CLASS LEASING, INC.	211-6175		9,162.00
5009020827	02/01/2016	SASS/MESTMAKER INSURANCE	010-5450		135.00
5009020828	02/01/2016	Curriculum Associates, Inc.	010-4300		46.32
5009020829	02/01/2016	Demco	010-4300		93.55
5009020830	02/01/2016	SOUTHERN CALIF. EDISON	010-5520		192.04
5009020831	02/01/2016	Fry's Electronics customer #70893	010-4300		410.88
5009020832	02/01/2016	Fun and Function	010-4300	458.67	
			Unpaid Sales Tax	33.98-	424.69
5009020833	02/01/2016	THE GAS COMPANY	010-5530		4,042.35
5009020834	02/01/2016	Golden State Alarms, Inc.	010-5610		3,179.16
5009020835	02/01/2016	HERITAGE VALLEY BUS INC.	010-5800		1,162.86
5009020836	02/01/2016	Hillyard	010-4325		2,546.30
5009020837	02/01/2016	HOUGHTON MIFFLIN COMPANY	010-4140		7,948.03
5009020838	02/01/2016	Janelle Publications, Inc	010-4300	837.68	
			Unpaid Sales Tax	60.88-	776.80
5009020839	02/01/2016	JOHNSTONE SUPPLY	010-4300		69.29
5009020840	02/01/2016	J.W. Pepper	010-4300		954.16
5009020841	02/01/2016	KRONICK MOSKOVITZ TIEDEMANN & GIRARD	010-5802		94.91
5009020842	02/01/2016	Kruger, Bensen, Zierner, Architects, Inc.	211-6219		4,515.00
5009020843	02/01/2016	LECTORUM PUBLICATIONS, INC.	010-4300		1,059.08
5009020844	02/01/2016	Lily Properties Inc., dba Northwest Capital Recovery	010-5800		2,166.16
5009020845	02/01/2016	PRO-ED	010-4300		98.67
5009020846	02/01/2016	M/M Mechanical Inc.	211-6275		2,738.87
5009020847	02/01/2016	McGRAW-HILL SCHOOL EDUCATION HOLDINGS, LLC	010-4140		369.74
5009020848	02/01/2016	MJP COMPUTERS	010-4300		15,540.00
5009020849	02/01/2016	Cengage Learning	010-4300		400.95
5009020850	02/01/2016	NYELAND ACRES WATER COMPANY	010-5540		314.51
5009020851	02/01/2016	Pacific NW Publishing	010-4300		423.72
5009020852	02/01/2016	PEARSON ASSESSMENTS	010-4300		358.68
5009020853	02/01/2016	PEARSON EDUCATION, INC.	010-4200		2,151.77
5009020854	02/01/2016	PRAXAIR DISTRIBUTION INC	010-4300		46.50
5009020855	02/01/2016	Primecare Health Solutions	010-5800		28,050.00
5009020856	02/01/2016	MD Enterprises	010-4400		1,596.00
5009020857	02/01/2016	QUALITY PAVING, INC.	211-6275		8,056.00
5009020858	02/01/2016	Reed Mechanical Systems Inc.	211-6250		1,058.00
5009020859	02/01/2016	Residence Inn	010-5800		1,000.00

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.

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Checks Dated 02/01/2016 through 02/26/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009020860	02/01/2016	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO.	010-4140	4,777.64	
			010-4300	813.73	5,591.37
5009020861	02/01/2016	Sam's Club Direct	010-4300	602.54	
			130-4300	56.61	
			130-4710	41.33	700.48
5009020862	02/01/2016	SCHOLASTIC BOOK CLUBS, INC.	010-4300		346.29
5009020863	02/01/2016	SCHOOL NURSE SUPPLY, INC.	010-4300		805.86
5009020864	02/01/2016	SCHOOL SPECIALTY	010-4300		88.34
5009020865	02/01/2016	School Service Inc	010-4300		95.20
5009020866	02/01/2016	SERVICE PRO-FIRE PROTECTION, I	010-5620		46.00
5009020867	02/01/2016	SUPER DUPER PUBLICATIONS	010-4300		306.40
5009020868	02/01/2016	TAFT ELECTRIC	490-5800		4,868.46
5009020869	02/02/2016	Olga Alvarado	010-5200		21.33
5009020870	02/02/2016	ARC	211-5800		13.14
5009020871	02/02/2016	AT&T	010-5900		91.25
5009020872	02/02/2016	CALIFORNIA CHAMBER OF COMMERCE	010-4300		919.96
5009020873	02/02/2016	Child Education Center	010-5200		378.00
5009020874	02/02/2016	CITY OF OXNARD	010-5540		3,315.51
5009020875	02/02/2016	Durham Transportation	010-5800		813.50
5009020876	02/02/2016	SOUTHERN CALIF. EDISON	010-5520		20,167.64
5009020877	02/02/2016	NICK RAIL MUSIC	010-4300		106.11
5009020878	02/02/2016	RIO PLAZA WATER COMPANY #518	010-5540		1,026.38
5009020879	02/02/2016	Teachers for the Study of Educational Institutions	010-5800		3,510.00
5009020880	02/03/2016	SHADE STRUCTURES	211-6101		1,603.80
5009020881	02/03/2016	John Franckowiak	010-4300		63.12
5009020882	02/03/2016	Jisela Ramirez	010-5200		64.40
5009020883	02/03/2016	Jacob R. Waltrip	010-4300		30.19
5009020884	02/03/2016	Nora Alfaro	010-5200		32.55
5009020885	02/03/2016	Fumiko Kitazumi	130-5200		15.12
5009020886	02/03/2016	Dulce M. Heller	130-5200		95.80
5009020887	02/03/2016	Pamela Waltmann	010-5200		8.42
5009020888	02/03/2016	Kelley L. Serenz	010-5200		2.81
5009020889	02/03/2016	Amelie Gutierrez	010-5200		5.62
5009020890	02/03/2016	Maria K. Story	010-5200		7.61
5009020891	02/03/2016	ALL-PHASE ELECTRIC SUPPLY	010-4300		1,354.32
5009020892	02/03/2016	AT&T	010-5900		19.26
5009020893	02/03/2016	C & M AUTO TRUCK ELECTRIC	010-5610		301.32
5009020894	02/03/2016	COGGS TIRE SERVICE	010-5610		115.26
5009020895	02/03/2016	CUNNINGHAM RADIATOR	010-4300		195.00
5009020896	02/03/2016	SOUTHERN CALIF. EDISON	010-5520		313.13
5009020897	02/03/2016	Ewing Irrigation Products Inc	010-4360		325.35
5009020898	02/03/2016	THE GAS COMPANY	010-5530		1,299.22
5009020899	02/03/2016	HOME DEPOT CREDIT SERVICES	010-4300	1,613.88	
			010-4360	217.26	
			130-4300	23.62	1,854.76

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.

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ReqPay12a

Board Report

Checks Dated 02/01/2016 through 02/26/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009020900	02/03/2016	JOHN PENCE BUILDING INC.	SPECIALTIES, 211-6175		4,050.00
5009020901	02/03/2016	Kruger, Bensen, Ziemer, Architects, Inc.	211-6101	5,472.50	
5009020902	02/03/2016	QUALITY WINDOWS	211-6219	4,042.74	9,515.24
5009020903	02/03/2016	Regency Lighting	010-5635		351.80
5009020904	02/03/2016	SAFETY-KLEEN, INC.	010-4300		3,763.55
5009020905	02/03/2016	Smith Pipe & Supply	010-5800		387.47
			010-4300	.93	
			010-4335	.92	
			010-4360	75.87	77.72
5009020906	02/03/2016	Traffic Technologies, LLC	010-4300		1,344.60
5009020907	02/03/2016	Tubbs Bros.	010-5610		480.00
5009020908	02/03/2016	YAMA LAWNMOWER REPAIR	010-4360		148.66
5009020909	02/05/2016	Josefina Camillo	010-5200		63.54
5009020910	02/05/2016	Maria M. Hernandez	010-4300		127.68
5009020911	02/05/2016	Nicole A. Miller	010-5200		140.00
5009020912	02/05/2016	Robert W. Guynn	010-4300		100.00
5009020913	02/05/2016	Karen Shay	010-4300		95.14
5009020914	02/05/2016	Scott R. Barlow	010-4300		190.42
5009020915	02/05/2016	Jorge Napoles	010-4300		28.29
5009020916	02/05/2016	AMERICAN BUILDING COMFORT	010-5610		949.30
5009020917	02/05/2016	Aswell Trophy	010-4300		29.70
5009020918	02/05/2016	FOOD SHARE, INC.	010-4300		203.88
5009020919	02/05/2016	Jive Communications	010-5800		130.58
5009020920	02/05/2016	Julie Avnit	211-5800		5,850.00
5009020921	02/05/2016	McCARTY & SON'S TOWING	010-5610		250.00
5009020922	02/05/2016	PASSAGEWAY, INC.	010-5800		7,398.12
5009020923	02/05/2016	Time to Teach	010-5200		1,041.00
5009020924	02/05/2016	U.S. Bank Systems	Corporate Payment 010-4300	1,170.88	
			130-4300	63.29	1,234.17
5009020925	02/05/2016	STEVE ZOLOTAS DBA WEST OAKS	010-5620		2,316.00
5009020926	02/08/2016	United of Omaha Life Ins. Co.	010-9534		582.36
5009020927	02/08/2016	Josefina Carrillo	010-5200		35.48
5009020928	02/08/2016	Jenise A. Buckenberger	130-4300		47.84
5009020929	02/08/2016	Elena Ramirez	010-5200		13.93
5009020930	02/08/2016	Mireya N. Chavez	010-4300		100.00
5009020931	02/08/2016	Frank Walsh	010-4300		100.00
5009020932	02/08/2016	Jisela Ramirez	010-5200		115.02
5009020933	02/08/2016	Jacob R. Waltrip	010-4300		545.99
5009020934	02/08/2016	Lionel Carrizales	010-4300		43.00
5009020935	02/08/2016	Samantha Vega-Flynn	010-4300	25.99	
			010-5200	16.20	42.19
5009020936	02/08/2016	Mayra Zavala	010-5200		19.20
5009020937	02/08/2016	Jacquelyn Fonseca	010-5200		64.48
5009020938	02/08/2016	Scott R. Barlow	010-4300		148.83

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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Checks Dated 02/01/2016 through 02/26/2016					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009020939	02/08/2016	Oscar G. Hernandez	010-4300		72.00
5009020940	02/08/2016	BrightBytes, Inc.	010-5800		7,863.27
5009020941	02/08/2016	Bristolight Daylighting Sys.	010-4300		956.88
5009020942	02/08/2016	California Lutheran UniversityCRLP	010-5800		39,660.00
5009020943	02/08/2016	C D W GOVERNMENT, INC.	010-4300		4,793.32
5009020944	02/08/2016	CMRS-FP	010-5815		10,000.00
5009020945	02/08/2016	DEPT. OF GENERAL SERVICES/ADMISTRATIVE HEARINGS	211-6220		5,481.58
5009020946	02/08/2016	FOOD SHARE, INC.	010-4300		123.07
5009020947	02/08/2016	Fry's Electronics customer #70893	010-4300		105.79
5009020948	02/08/2016	Hughes General Engineering	211-6175		2,889.51
5009020949	02/08/2016	MICOP	010-5100	13,746.70	
			010-5800	13,913.69	27,660.39
5009020950	02/08/2016	Morris Inspection Company	211-6245		2,160.00
5009020951	02/08/2016	OXNARD ELEM SCHOOL DISTRICT	010-7141		2,288.70
5009020952	02/08/2016	PACIFIC COAST SOUND AND COMMUNICATIONS, INC	010-5800		1,445.37
5009020953	02/08/2016	SCHOLASTIC BOOK CLUBS, INC.	010-4200		105.00
5009020954	02/08/2016	SUNESYS QUANTA RECEIVABLES LP	010-5800		2,495.12
5009020955	02/08/2016	TAFT ELECTRIC	211-6275		7,538.98
5009020956	02/08/2016	Vantage Learning USA LLC	010-4300		3,200.00
5009020957	02/08/2016	VCSCA- J. Marquez-Gift treasurer	010-5200		312.00
5009020958	02/09/2016	Jacob R. Waltrip	010-4300		108.75
5009020959	02/09/2016	Mindy L. Martinez	010-5200		200.00
5009020960	02/09/2016	ACADEMIC THERAPY PUBLICATIONS	010-4300		95.04
5009020961	02/09/2016	Amerigas	010-4300	203.68	
			010-5800	254.52	
			130-4300	203.68	661.88
5009020962	02/09/2016	Apple Inc.	010-4300		454.44
5009020963	02/09/2016	ARC	251-5800		78.59
5009020964	02/09/2016	Aswell Trophy	010-4300		74.47
5009020965	02/09/2016	BARON INDUSTRIES	010-4300		416.97
5009020966	02/09/2016	Dave Burgess Consulting Inc.	010-4300		525.00
5009020967	02/08/2016	Children's Therapy Network Inc	010-5800		246.00
5009020968	02/09/2016	Decision Insite	010-5800		3,497.00
5009020969	02/09/2016	Demco	010-4300		153.64
5009020970	02/09/2016	Demsey, Filliger & Associates	010-5800		3,000.00
5009020971	02/09/2016	Fry's Electronics customer #70893	010-4300		137.81
5009020972	02/09/2016	Global Equity Communications	010-5800		5,525.00
5009020973	02/09/2016	Godoy Studios	010-5800		6,380.00
5009020974	02/09/2016	GOLDEN STATE SYSTEMS	010-4300		129.03
5009020975	02/09/2016	GREATAMERICA FINANCIAL SVCS	010-5810		287.25
5009020976	02/09/2016	Henry Wadsworth	Reissued		920.00
	Reissued on 02/22/2016				
5009020977	02/09/2016	KONICA MINOLTA PREMIER FINANCE	010-5812	1,661.49	
			130-5812	2.94	1,664.43

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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Checks Dated 02/01/2016 through 02/26/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009020978	02/09/2016	Blaine Kutin	010-5800		1,626.15
5009020979	02/09/2016	Lakeshore	010-4300		109.07
5009020980	02/09/2016	Lawrence Media	010-5800		3,442.50
5009020981	02/09/2016	Learning Priority, Inc	010-5800		9,500.00
5009020982	02/09/2016	Marcus Lopez	010-5800		300.00
5009020983	02/09/2016	MHS	010-4300		2,181.06
5009020984	02/09/2016	MJP COMPUTERS	010-5800		3,859.47
5009020985	02/09/2016	Ford Crdit Dept 67-434	130-7436	115.99	
			130-7439	530.95	646.94
5009020986	02/09/2016	OFFICE DEPOT	010-4300	5,504.68	
			130-4300	56.31	5,560.99
5009020987	02/09/2016	Hekar Rivera	010-5800		650.00
5009020988	02/09/2016	Smith Gear	010-4300		895.00
5009020989	02/09/2016	Sonitrol	211-6202		439,767.36
5009020990	02/09/2016	Stephen Clark	010-5800		300.00
5009020991	02/09/2016	Tammy Van Fleet, PHD, BCBAD	010-5800		975.00
5009020992	02/09/2016	Dr. Elizabeth Yeager	010-5800		1,500.00
5009020993	02/11/2016	Archictecture for Education Incorporated	211-6101		15,251.02
5009020994	02/11/2016	APPLIED BACKFLOW TECHNOLOGIES	010-5540		580.00
5009020995	02/11/2016	CITY OF OXNARD	010-5540		1,453.26
5009020996	02/11/2016	SOUTHERN CALIF. EDISON	010-5520		13,658.83
5009020997	02/11/2016	Hip Hop Mindset	010-5800		70.00
5009020998	02/11/2016	OFFICE DEPOT	010-4300		30.11
5009020999	02/11/2016	PRINTECH	010-5612		3,350.00
5009021000	02/11/2016	Pro Fab Construction Inc	211-6175		11,700.00
5009021001	02/11/2016	REPUBLIC ELEVATOR COMPNAY	010-5620		283.42
5009021002	02/11/2016	Rotary Club	010-5300		343.00
5009021003	02/11/2016	SCHOOL SPECIALTY	010-4300		458.89
5009021004	02/11/2016	SUPER DUPER PUBLICATIONS	010-4300	209.30	
			Unpaid Sales Tax	15.50-	193.80
5009021005	02/11/2016	TAFT ELECTRIC	211-6275		4,341.25
5009021006	02/11/2016	PETROLEUM TELECOM DBA TELECOM COMMUNICATIONS	010-5610		409.16
5009021007	02/11/2016	U.S. Bank Corporate Payment Systems	010-4300	1,385.76	
			010-5200	853.26	
			251-5800	400.92	2,639.94
5009021008	02/11/2016	Sunbelt Rentals	010-5630		1,056.48
5009021009	02/16/2016	Pegasus Transit Inc	010-5800		880.00
5009021010	02/16/2016	AMB MOBILE TRUCK REPAIR, LLC	010-6620		180.00
5009021011	02/16/2016	Amerigas	010-5800		65.02
5009021012	02/16/2016	California Lutheran UniversityCRLP	010-5800		1,000.00
5009021013	02/16/2016	CCP Industries	010-4300		399.25
5009021014	02/16/2016	CITY OF OXNARD	010-5540		3,566.40
5009021015	02/16/2016	CORNWALL SECURITY SERVICES	010-5800		245.00
5009021016	02/16/2016	Ewing Irrigation Products Inc	010-4360		557.76
5009021017	02/16/2016	Fence Factory	211-5800		3,235.00

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Checks Dated 02/01/2016 through 02/26/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009021018	02/16/2016	FGL Environmental	010-5800		81.00
5009021019	02/16/2016	Harvest Santa Barbara	130-4710		3,855.50
5009021020	02/16/2016	HERITAGE VALLEY BUS INC.	010-5800		2,580.26
5009021021	02/16/2016	NICK RAIL MUSIC	010-5613		126.86
5009021022	02/16/2016	OFFICE DEPOT	010-4300		735.76
5009021023	02/16/2016	Omni Cheer	010-4300		614.87
5009021024	02/16/2016	SC Fuels	010-4300	3,393.85	
			010-4360	393.79	
			130-4300	234.15	4,021.79
5009021025	02/16/2016	SCHOOLDUDE.COM	010-5800		2,095.75
5009021026	02/16/2016	SERVICE PRO-FIRE PROTECTION, I	010-5620		945.00
5009021027	02/16/2016	DEPT OF INDUSTRIAL RELATIONS DOSH ELEVATOR PERMITS	010-5800		225.00
5009021028	02/16/2016	Sunbelt Rentals	010-5630		90.41
5009021029	02/16/2016	Vavrinek, Trina, Day & Co. LLP	211-5800		4,000.00
5009021030	02/17/2016	SISC FINANCE	010-9516	8,994.67	
			010-9534	500,927.00	
			010-9537	32,294.13	542,215.80
5009021031	02/17/2016	Yenni Luna	010-5200		86.00
5009021032	02/17/2016	Heather Walker	010-4300		92.01
5009021033	02/17/2016	Leif V. Lapiad	010-4300		48.24
5009021034	02/17/2016	Jessica Zarate-Martinez	010-5200		44.50
5009021035	02/17/2016	Teresa R. Ivey	010-5200		86.01
5009021036	02/17/2016	Katherine A. Auerbach	010-4300		83.87
5009021037	02/17/2016	California Lutheran UniversityCRLP	010-5800		1,800.00
5009021038	02/17/2016	CANON BUSINESS SOLUTIONS, INC.	010-5612		55.23
5009021039	02/17/2016	CANON BUSINESS SOLUTIONS, INC.	010-5612		168.89
5009021040	02/17/2016	Casbo Ventura/S.B. subsection VCOE	010-5200		1,150.00
5009021041	02/17/2016	CLASS LEASING, INC.	211-6175		6,095.00
5009021042	02/17/2016	Janelle Publications, Inc	010-4300		355.00
5009021043	02/17/2016	Mechanical, Inc	211-6201		1,734.00
5009021044	02/17/2016	So. Calif. Kindergarten Conf.	010-5200		518.00
5009021045	02/17/2016	U.S. Bank Corporate Payment Systems	010-4300		811.58
5009021046	02/17/2016	VARGAS SIGNS	010-4300		412.50
5009021047	02/17/2016	VCOE	010-5200	910.00	
			010-5800	600.00	
			010-5804	636.00	2,146.00
5009021048	02/17/2016	Ventura Unified School Dist.	010-7141		24,794.00
5009021049	02/18/2016	Jay H. Sorensen	010-5200		220.19
5009021050	02/18/2016	CALIFORNIA CHAMBER OF COMMERCE	010-4300		345.26
5009021051	02/18/2016	Anthony Cody	010-5800		3,304.55
5009021052	02/18/2016	CORNWALL SECURITY SERVICES	010-5800		297.50
5009021053	02/18/2016	Diana DeLaurantis	010-5800		1,625.00
5009021054	02/18/2016	Dominos Pizza	130-4710		310.83
5009021055	02/18/2016	Driftwood Dairy	130-4710		23,463.38
5009021056	02/18/2016	School Specialty	211-4300		5,758.13

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Checks Dated 02/01/2016 through 02/26/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009021057	02/18/2016	Hayes Graphics	010-5800		184.42
5009021058	02/18/2016	Blaine Kulin	010-5800		700.74
5009021059	02/18/2016	Lawrence Media	010-5800		3,612.50
5009021060	02/18/2016	Myers, Widders, Gibson, Jones	010-5802		6,959.89
5009021061	02/18/2016	CENGAGE LEARNING	010-4200		2,737.18
5009021062	02/18/2016	School Services Of California	010-5200		975.00
5009021063	02/18/2016	SYSCO VENTURA	130-4710		94,840.73
5009021064	02/18/2016	TAFT ELECTRIC	490-5800		477.49
5009021065	02/18/2016	U.S. Bank Systems	Corporate Payment 010-4300	1,931.72	
			010-5200	4,109.56	
5009021066	02/18/2016	VCOE	010-5800	5.38	6,046.66
5009021067	02/18/2016	VENTURA REFRIGERATION SALES & SERVICE	010-5800 130-5800		4,323.60 807.30
5009021068	02/22/2016	Augustine Garcia	010-5200		150.00
5009021069	02/22/2016	Andres C. Sanchez	010-4300		29.81
5009021070	02/22/2016	Allison Brown	010-4300		9.78
5009021071	02/22/2016	Scott R. Barlow	010-4300		34.48
5009021072	02/22/2016	Dana Mainzer	010-4300		87.02
5009021073	02/22/2016	CASA PACIFICA	010-5800		4,827.00
5009021074	02/22/2016	CORNWALL SECURITY SERVICES	010-5800		208.00
5009021075	02/22/2016	City Of Oxnard-City Treasurer	010-5561		188.80
5009021076	02/22/2016	SOUTHERN CALIF. EDISON	010-5520		4,181.28
5009021077	02/22/2016	Ewing Irrigation Products Inc	010-4360		304.76
5009021078	02/22/2016	Fence Factory	010-5820		18.75
5009021079	02/22/2016	THE GAS COMPANY	010-5530		1,245.02
5009021080	02/22/2016	Golden State Alarms, Inc.	010-5610		602.62
5009021081	02/22/2016	Grainger	010-4300	145.56	
			130-4300	275.28	420.84
5009021082	02/22/2016	Henry Wadsworth	010-5800		920.00
5009021083	02/22/2016	Harvest Santa Barbara	130-4710		929.00
5009021084	02/22/2016	HOME DEPOT CREDIT SERVICES	010-4300	1,338.65	
			010-4325	644.97	1,983.62
5009021085	02/22/2016	MICOP	010-5100	3,324.51	
			010-5800	1,914.31	5,238.82
5009021086	02/22/2016	PERMA BOUND	010-4200	3,286.30	
			010-4211	119.92	3,386.22
5009021087	02/22/2016	POSITIVE PROMOTIONS	010-4300		131.77
5009021088	02/22/2016	ProComputing Corp.	010-4300		2,760.00
5009021089	02/22/2016	Sam's Club Direct	010-4300	771.42	
			010-9320	669.60	
			130-4300	92.84	1,533.86
5009021090	02/22/2016	SCHOLASTIC BOOK CLUBS, INC.	010-4300		209.09
5009021091	02/22/2016	THE BERRY MAN, INC.	130-4710		46,417.59
5009021092	02/22/2016	UNITED WATER CONSERVATION DIST.	010-5540		2,101.48

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Checks Dated 02/01/2016 through 02/26/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009021093	02/22/2016	STEVE ZOLOTAS PEST CONTROL	DBA WEST OAKS 010-5620		1,718.00
6009021094	02/23/2016	OFFICE DEPOT	010-4300	1,626.84	
			130-4300	602.46	2,229.30
5009021095	02/23/2016	Walsman Construction, Inc	211-6275		127,108.96
5009021096	02/25/2016	Anna Carrillo-Lievanos	010-4300		37.98
5009021097	02/25/2016	Carmen Vasquez	010-4300		386.82
5009021098	02/25/2016	Maria Mauricio	010-4300		61.83
5009021099	02/25/2016	Michael A. Volmert	010-5200		300.36
5009021100	02/25/2016	Joanne Davidson	010-4300		137.66
5009021101	02/25/2016	Hannah M. Lipper	010-4300		57.63
5009021102	02/25/2016	Amanda A. Samantago	010-5200		259.00
5009021103	02/25/2016	Scott R. Barlow	010-4300		62.75
5009021104	02/25/2016	Monica O. Rivera	010-5200		16.26
5009021105	02/25/2016	Atkinson, Andelson, Loya, Ruud & Romo	010-5802		11,802.50
5009021106	02/25/2016	AVID CENTER	010-5800		5,800.00
5009021107	02/25/2016	CDE/CASHIER'S OFFICE	130-9320		551.20
5009021108	02/25/2016	CONTINUING DEVELOPMENT, INC.	010-5100	5,715.80	
			010-5800	14,787.26	20,503.06
5009021109	02/25/2016	CITY OF OXNARD	010-5800		30,448.00
5009021110	02/25/2016	CALIFORNIA LUTHERAN UNIVERSITY	010-5200		400.00
5009021111	02/25/2016	Contract Paper Group, Inc.	010-9320		12,125.38
5009021112	02/25/2016	Hughes General Engineering	211-6175		4,164.99
5009021113	02/25/2016	CENGAGE LEARNING	010-4200	9,402.44	
			010-4300	3,550.75	12,953.19
5009021114	02/25/2016	OFFICE DEPOT	010-4300		865.79
5009021115	02/25/2016	Pioneer Chemical Co	010-9320		9,129.57
5009021116	02/25/2016	SC Fuels	010-4300	690.34	
			010-4380	48.79	
			130-4300	71.64	811.77
5009021117	02/25/2016	SCHOLASTIC BOOK CLUBS, INC.	010-4300		98.46
5009021118	02/25/2016	Ventura County SELPA	010-5200		60.00
5009021119	02/25/2016	Tax Deferred Services Suite 209	Corporate Office 010-9539		67,931.66
5009021120	02/25/2016	U.S. Bank Systems	Corporate Payment 010-4300	545.66	
			010-5200	3,777.74	
			130-4300	1,349.80	
			130-5800	297.54	5,870.74
Total Number of Checks				304	2,094,606.82

	Count	Amount
Reissue	1	920.00
Net Issue		2,093,686.82

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

Checks Dated 02/01/2016 through 02/26/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
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Fund Summary

Fund	Description	Check Count	Expensed Amount
010	General Fund	261	1,168,035.74
130	Cafeteria Fund	24	175,352.82
211	Building Fund	27	744,783.16
251	CAPITAL FACILITIES - RESIDENTI	2	479.51
490	Capital Projects Fund for Blen	2	5,145.95
Total Number of Checks		303	2,093,797.18
Less Unpaid Sales Tax Liability			110.36-
Net (Check Amount)			<u>2,093,686.82</u>

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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10.5

Agenda Item: 10.5. Approval of Teachers for the Study of Educational Institutions (TSEI) Addendum

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Quick Summary /

Abstract:

Rationale:

The initial Consulting Contract between *Teachers for the Study of Educational Institutions (TSEI)* and the *Rio School District* for the *History Harvest (HH) Project* was for mentoring and working with 5 teachers from September 1, 2015 – June 30, 2016. As part of that agreement, the following statement was included to address if additional teachers chose to do this program with Dr. Reid: *The cost schedule below is based on 5 teacher participants. Should more teachers participate, this contract will need to be amended based on the mutual agreement of TSEI and the Rio School District.* The following actions took place that reflect why this Addendum was created:

- In June 2015, contract constructed to reflect a potential group of 5 teachers to participate in the project.
- In September 2015, 6 teachers signed up to launch HH (Invoice for September 6 teachers \$3,510). Gave information to Dr. Puglisi in a revised October MOU for 6 teachers.
- In October 2015, an additional teacher signed up, for a total of 7 teachers (Invoice for 7 teachers October \$4,095).
- In November 2015, another teacher signed up, for a total of 8 teachers. Gave information to Dr. Puglisi in a revised November 2, 2015 MOU for 8 teachers. But, late in November 2015, one of the teachers opted out due to additional school assignments. (Invoice for 7 teachers November \$4,095).
- In January 2016, one more teacher opted out of the program due to additional school requirements, for a total of 6 teachers. (Invoice for 6 teachers \$3,510).
- Currently, these 6 teachers are committed to completing the program and no additional teachers will be accepted to this program at this late date.

Financial Impact: Therefore, this Addendum seeks to add an additional \$7, 605 to the original contract of \$29, 250, to be paid to TSEI by the close of this contract on June 30, 2016. Paid with CCSS Implementation Funds.

Recommended Motion: Educational Services recommends approval from Governing Board.

Attachments:
TSEI Addendum

February 1, 2016

ADDENDUM to JUNE 2015 MOU

PURPOSE FOR ADDENDUM TO JUNE 2015 MOU:

On January 21, 2016, Dr. Reid was contacted by Mr. Hernandez's office regarding the November 2, 2015 MOU. Discussion about the reason for the MOU and the changes in billing that had occurred took place on January 28, 2016. Per this conversation, Dr. Reid created this Addendum to the June 2015 MOU to reflect the difference in funding necessary to pay TSEI for work that will be completed by June 30, 2016.

CONTRACT AGREEMENT:

Together, the Parties **Teachers for the Study of Educational Institutions (TSEI)** and the **Rio School District** entered into this **Contract Agreement** to mutually support teacher(s) working for the Rio School District as they co-construct the design and implementation of the *History Harvest* program, an inquiry-based curriculum that meets the *Common Core State Standards (CCSS)*, *History-Social Science Content Standards*, *The Resolution for Respect for Indigenous Peoples*, and the *FAIR Education Act (SB 48)* according to the mission of the non-profit foundation.

Accordingly, *Teachers for the Study of Educational Institutions (TSEI)* and the *Rio School District*, operating under this **Contract Agreement** as follows:

I. PERFORMANCE PERIOD: The work described in this Addendum to the June 2015 MOU Contract Agreement will be performed between January 1, 2016 – June 30, 2016.

II. TOTAL COST TO THE DISTRICT AS OF JUNE 30, 2016: The total cost to the district for TSEI's performance of the additional work described will be \$7, 605, in addition to the original total contracted of \$29, 250, for a total of \$36, 855.

Reasons for Addendum

The initial Consulting Contract between *Teachers for the Study of Educational Institutions (TSEI)* and the *Rio School District* for the *History Harvest (HH) Project* was for mentoring and working with 5 teachers from September 1, 2015 – June 30, 2016. As part of that agreement, the following statement was included to address if additional teachers chose to do this program with Dr. Reid: ***The cost schedule below is based on 5 teacher participants. Should more teachers participate, this contract will need to be amended based on the mutual agreement of TSEI and the Rio School District.*** The following actions took place that reflect why this Addendum was created:

- In June 2015, contract constructed to reflect a potential group of 5 teachers to participate in the project.

February 2016



- In September 2015, 6 teachers signed up to launch HH (Invoice for September 6 teachers \$3,510). Gave information to Dr. Puglisi in a revised October MOU for 6 teachers.
- In October 2015, an additional teacher signed up, for a total of 7 teachers (Invoice for 7 teachers October \$4,095).
- In November 2015, another teacher signed up, for a total of 8 teachers. Gave information to Dr. Puglisi in a revised November 2, 2015 MOU for 8 teachers. But, late in November 2015, one of the teachers opted out due to additional school assignments. (Invoice for 7 teachers November \$4,095).
- In January 2016, one more teacher opted out of the program due to additional school requirements, for a total of 6 teachers. (Invoice for 6 teachers \$3,510).
- Currently, these 6 teachers are committed to completing the program and no additional teachers will be accepted to this program at this late date.

Invoices to date: September (\$3,510), October (\$4,095), November (\$4,095), and December (\$4,095) totaling: \$15, 795. Based on the June MOU cost breakdown (see below), the following schedule will be in place from January 2016 - June 2016:

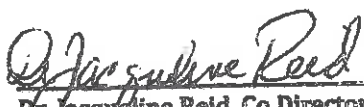
Teacher	Cost Per/Teacher/per month*	6 equal monthly invoices to reflect work accomplished with 6 teachers from January 1, 2016 to June 30, 2016	Total Cost:
6 Teachers	\$585	\$3510	6 teachers: \$21, 060

Invoiced amounts of \$15, 795 plus \$21, 060 for work accomplished over the next 6 months, equals a total of \$36, 855. The difference that will be due to TSEI based on the original contract (\$29, 250) and the new revised billing (\$21, 060) is \$7, 605.

Therefore, this Addendum seeks to add an additional \$7, 605 to the original contract of \$29, 250, to be paid to TSEI by the close of this contract on June 30, 2016.

Addendum Total: \$7, 605

On behalf of the organization we represent, we wish to sign this Addendum to the Contract Agreement of June 2015.



Date 2/1/16

Date _____

Dr. Jacqueline Reid, Co Director
Teachers for the Study of Educational Institutions

Dr. John Puglisi, Superintendent
Rio School District

10.6



Agenda Item: 10.6. Approval of Contract Extension with Global Equity for Professional Development Services thru June 2016

Speaker: Superintendent Puglisi

Rationale: This academic year 2015-2016 represents the fourth year of work with teachers, students, and the broader community that comprises the Rio School District. As we embrace the goals of Twenty First Century Learning and the Common Core State Standards through a variety of means our students become more prepared to take on the challenges the future is certain to bring.

Mathematics Program

The Mathematics Program this year has provided several classes with an approach that is designed to deepen conceptual understandings, as required by the Common Core.

Education Consultant

Working in concert with the overarching goals of the district as well as responding to requests from teachers that are not directly related to mathematics.

Financial Impact: Fiscal Impact: \$10,000

Funding Source: LCFF

Recommended Motion: Staff recommends approval.

Attachments:
Global Equity Contract

Global Equity Communications
622 Andamar Way Goleta, CA 93117
805-964-6040 (office) 805-689-8445 (cell)
fhirsch-dubin@rioschools.org phirsch@education.ucsb.edu

**Addendum to Consulting Contract for 2015-2016
April 1-June 30, 2016**

This agreement is an extension of a consulting contract already in place for the 2015-2016 academic year. It is an agreement between Dr. Phoebe (Faviana) Hirsch-Dubin of Global Equity Communications, a California Corporation, and Dr. John Puglisi, Superintendent of the Rio School District.

The Rio School District is contracting with Dr. Phoebe Hirsch-Dubin as a Professional Expert in the field of Mathematics and Ethnomathematics Education and Educational Pedagogy. Dr. Hirsch-Dubin has been providing the following services from June 2015 through April 1, 2016: Staff Development with Principals and Teachers in Mathematics and Common Core Standards, Education consulting, coaching, and direct services to students in mathematics. Specifics of services rendered throughout the academic year will be discussed and decided upon by Dr. John Puglisi and Dr. Hirsch-Dubin.

For Dr. Hirsch-Dubin's services, Global Equity Communications will receive a fee of \$65.00 per hour, not to exceed \$10, 000 for the extended contract period. The addendum is providing an extension of funding for the months of April, May, and June 2016.

This agreement is effective as of April 1-June 30, 2016.

Dr. Phoebe Hirsch-Dubin
Co-Director, Global Equity Communications

Dr. John Puglisi
Supeerintendent, Rio School District

10.7



Agenda Item: 10.7. Approval of Legal Services Agreement between Rio School District and Myers, Widders, Gibson, Jones & Feingold, LLP for Litigation Services

Speaker: Superintendent Puglisi

Rationale: At its regularly held meeting on February 10, 2016, the Board of Trustees met in closed session pursuant to Government Code Section 54956.9. During the closed session held on February 10, 2016, and as reported to the public immediately after the closed session, the Board of Trustees unanimously voted in favor of instructing the law firm of Myers, Widders, Gibson, Jones & Feingold, L.L.P. (the “MWGJF law firm”) to initiate litigation (the “Litigation”) against certain persons, with the nature of the Litigation and the disclosure of potential defendants to be made public upon the District’s service of summons and complaint upon such defendants.

After substantial deliberation, which involved several months of investigative work by District staff and consultants, the Board of Trustees elected to initiate the Litigation. District staff has determined that the MWGJF law firm has the expertise, skills and qualifications required to represent Rio School District in the Litigation. The MWGJF law firm is a local law firm that currently serves as Rio School District’s general counsel. The MWGJF law firm is well apprised of the underlying issues and the District’s needs with respect to the Litigation. Lead counsel Dennis Neil Jones has more than 30 years of civil litigation experience, and lead counsel Monte L. Widders has more than 40 years of governmental law experience. Due to the nature of the Litigation, the MWGJF law firm may collaborate with co-counsel on certain issues.

Financial Impact: The attached legal services agreement is a new contract between the MWGJF law firm and Rio School District that pertains solely to the Litigation. As set forth therein, for services related to the Litigation, the MWGJF law firm will charge a contingency fee comprised of 40% of the District’s gross recovery until a notice of appeal, if any, is filed, and 45% of the District’s gross recovery after a notice of appeal, if any, is filed. The District will pay all costs related to the Litigation.

Recommended Motion: Staff recommends approval.

Attachments:

10.8



- Agenda Item:** 10.8. Resolution No. 1516-22 for the Notice of Completion of Class Leasing for classroom modifications at Rio Real Elementary School.
- Speaker:** Kristen Pifko, Assistant Superintendent of Business Services
- Rationale:** Class Leasing has completed the modification of classrooms at Rio Real Elementary School.
- Financial Impact:** Financial Impact: 0
- Recommended Motion:** Staff recommends the approval of Resolution No. 1516-22 for the Notice of Completion of work at Rio Real Elementary School.
- Attachments:**
Resolution for Class Leasing for NOC
Class Leasing Notice of Completion

RIO SCHOOL DISTRICT

RESOLUTION NO. 1516-22

**NOTICE OF COMPLETION FOR THE MODIFICATIONS TO CLASSROOMS
AT RIO REAL ELEMENTARY SCHOOL BY CLASS LEASING**

WHEREAS, pursuant to Resolution No. 1415/17, adopted April 15, 2015, the Rio School District (“District”) board of trustees authorized the Superintendent and the Assistant Superintendent of Business Services to prepare bid documents for the provision of various construction services related to the classroom modifications at Rio Real Elementary School, Project No. 15-0035 REAL; and

WHEREAS, the Superintendent , Assistant Superintendent of Business Services, and staff members of the District’s construction management company prepared the Bid Documents and solicited responsive and responsible bids in accordance with Public Contract Code Sections 20111, *et seq.*; and

WHEREAS, the responses to the Bid Documents were due June 10, 2015; and

WHEREAS, at a regularly scheduled meeting of the District’s Board of Trustees (“Board”) on June 15, 2015, the District awarded the bid to Class Leasing, Inc. (“Contractor”), as the lowest, responsive bidder; and

WHEREAS, Contractor subsequently commenced the work on the 2015 Modification Project; and

WHEREAS, on January 18, 2016, the project construction manager for the 2015 Modification Project confirmed that the work has been DSA closed and certified with all punch list items complete in accordance with the plans and specifications; and

WHEREAS, District has now determined to file the Notice of Completion, attached hereto as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby accepts the Notice of Completion for the 2015 Modification Project.
3. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the ___ day of ____, 201__ by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Torres,
President of the Board of Trustees

Balfour Beatty Construction

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

February 29, 2016

Subject: Measure "G" Bond Project
Rio School District
Oxnard, CA

Re: Project 15-0040G-1 PC Ramp Project at Rio Real Elementary School.
Recommendation to Request Board approval for issuance of Notice of Completion

Dear Mrs. Pifko,

Please accept this letter as recommendation to request Board approval for issuance of the Notice of Completion for work related to RSD Project 15-0040G-1 PC Ramp Project at Rio Real Elementary School. All contract installation requirements have been satisfied by Class Leasing, LLC. The final contract amount is as follows;

Class Leasing Inc Base Agreement	\$	9,162.00
Change Order #1 15-0040G-1	\$	6,095.00
FINAL Cost	\$	15,257.00

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

Respectfully,



Keith Henderson
Senior Project Manager
Balfour Beatty Construction, Inc

cc. Kristen Pifko, RSD
Dennis Kuykendall, Balfour Beatty Construction
Sophia Limon, Balfour Beatty Construction
File

10.9



- Agenda Item:** **10.9. Approval of Bid from Hughes General Engineering, Inc. for the courtyard ADA concrete repair at Rio Del Valle Middle School**
- Speaker:** Kristen Pifko, Assistant Superintendent of Business Services
- Rationale:** As part of the Measure G remodel of Rio del Valle Middle School, the areas between the classroom buildings will be remodeled. The remodel of the areas between classrooms will include improved access as required by Department of State Architect. Additionally, functionality of the area will be improved. The areas will be used as outdoor classroom spaces.
- Hughes General Engineering, Inc. has submitted a bid for the Courtyard ADA Concrete Repair at Rio Del Valle Middle School, RSD Project #15-0053G-1.
- Financial Impact:** Financial Impact: \$174,000.00
- Funding Source: Measure G Bond Funds
- Alternatives:** Staff recommends approval of the bid from Hughes General Engineering, Inc. for the courtyard ADA Concrete Repair at Rio Del Valle Middle School.
- Attachments:**
Hughes General Engineering Bid

SECTION 00210

BID FORM

(CUPCCAA PROJECT)

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

FROM: Hughes general Engineering, Inc.

(Name of Bidder as listed on License)
P.O. Box 2293

(Address)
Camarillo, CA 93011-2293

(City, State, Zip Code) 805-642-7711

805-642-7700 (Telephone) (FAX)

Jeffery S. Hughes President

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

1. Bid.

1.1 Bid Amount. Pursuant to and in compliance with the Notice to Contractors Calling for Bids, the Instructions for Bidders and the other documents relating thereto, the undersigned bidder having reviewed the Instructions for Bidders and all other Contract Documents¹ and upon compliance with all requirements therein with reference to the submittal of this bid, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes, and services necessary to perform the Contract and complete in a workmanlike manner all of the Work required for the Project described as: Courtyard ADA Concrete Repair at Rio Del Valle Middle School, RSD Project # 15-0053G-1 in accordance with the Contract Documents for the sum of:

"TOTAL" BASE Bid: Courtyard ADA Concrete Repair at Rio Del Valle Middle School, RSD Project # 15-0053G-1

One Hundred and seventy Four Thousand _____ Dollars (\$174,000.00)
 (Amount in Words) (In Numbers)

The undersigned bidder agrees to achieve Final Completion of the Work within the _____

¹ Capitalized terms used herein shall have the same meanings as those set forth in the General Conditions, Section 700, unless otherwise defined herein.

Handwritten notes in blue ink:
 174
 BBC
 2/29/16
 15-0053G-1
 RIO DEL VALLE
 COURTYARD
 ADA REPAIRS

Contract Time set forth in the Contract Documents.

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

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

Add/Alternate Bid No. 1

NONE Dollars (\$)
(Amount in Words) (In Numbers)

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

Addenda No. 1, dated 2-26-16 through No. 1, dated 2-25-16, received, acknowledged and incorporated into this bid.

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

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

3. Documents Comprising Bid. The undersigned bidder has submitted as its bid the following: Bid Form (00210), List of Subcontractors (00215), Non-Collusion Affidavit (00220), Acknowledgment of Bidding Practices Regarding Indemnity (00240), The bidder acknowledges that if this bid is not fully in compliance with applicable requirements set forth in the Call for Bids, the instructions for Bidders and in each of the foregoing documents, the bid may be rejected as non-responsive.

4. **Award of Contract.** It is understood and agreed that if written notice of the acceptance of this bid and award of the Contract thereon is mailed, telegraphed or delivered by the District to the undersigned after the opening of bids and within the time this bid is required to remain open or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District the Agreement in the form attached hereto in accordance with the Bid as accepted within ten (10) calendar days after notification of acceptance and award. Concurrently with delivery of the executed Agreement to the District, the bidder awarded the Contract shall deliver to the District: (a) certificates of insurance evidencing all insurance coverage required under the Contract Documents; (b) the performance bond; (c) the labor and material payment bond; (d) the Certificate of Workers' Compensation Insurance; and (e) the drug-free workplace certificate. The Work under the Contract Documents shall be commenced by the undersigned bidder, if awarded the Contract, on the date stated in the District's Notice to Proceed issued pursuant to the Contract Documents and completion of the Work shall be achieved within the Contract Time specified in the Contract Documents.
5. **Notices.** All notices or other correspondence shall be addressed to the District and the bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.
6. **Contractor's License.** The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§ 7000, *et seq.*, under the following:

License Number: 644816
 Class A Expiration date 2/28/2018 Class _____ Expiration date _____
 Class _____ Expiration date _____ Class _____ Expiration date _____

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

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

"fully qualified" to perform that portion of the Work itself and that it shall perform that portion of the Work.

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

8. **Confirmation of Figures.** By submitting this bid, the bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned bidder in preparing and submitting this bid.
9. **Acknowledgment and Confirmation.** The undersigned bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned bidder certifies that it has, or as available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

(Corporate Seal)



Signature of Bidder's Authorized Representative

Jeffery S. Hughes

Typed or Printed Name

President

Title

hughesgeinc@gmail.com

E-mail Address of Bidder's Authorized Representative

1000003556

Department Of Industrial Relations Registration Number

2/26/2016

Date

10.10



Agenda Item: 10.10. Approve quote from School Specialty for courtyard ADA concrete repairs and tables with seating at Rio Del Valle Middle School.

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: As part of the Measure G remodel of Rio del Valle Middle School, the areas between the classroom buildings will be remodeled. The remodel of the areas between classrooms will include improved access as required by Department of State Architect. Additionally, functionality of the area will be improved. The areas will be used as outdoor classroom spaces.

Rio Del Valle Middle School needs some courtyard concrete repairs. In addition, 14 tables with concave seats are being ordered for the courtyard, with installation charges (all inclusive).

Financial Impact: Financial Impact: \$21,586.20

Funding Source: Measure G Bond Funds

Recommended Motion: Staff recommends approval of the quote from School Specialty.

Attachments:
School Specialty Bid



Send Orders & Correspondence
 MANSFIELD FURNITURE
 100 PARAGON PARKWAY
 MANSFIELD, OH 44903
 Toll Free Phone: (888) 388-3224
 Toll Free Fax : (800) 775-8314

QUOTE

Quote Number : 7780267501 (Ver. 1)
 Effective Date : 23-FEB-2016
 Expiration Date : 23-MAY-2016
 Account Manager : QUINTAL, SEAN
 Phone : 805-312-0422
 Email : sean.quintal@schoolspecialty.com
 Customer No. : 236550
 Ship To : RIO DEL VALLE JR HIGH SCHOOL
 3100 N ROSE AVE
 OXNARD CA 93036-1807
 Ship To Attn :
 Bill To : RIO ELEMENTARY SCHOOL DISTRICT
 2500 E VINEYARD AVE, STE 200
 OXNARD CA 93036-1376

Supplier Lead Time :
 Invoice Terms : 30 NET
 Free Shipping : Yes
 Delivery Method : Inside
 Location : One Location
 Installation : By SSI

Notes: Installation charges via prevailing wages - TCPN Piggyback Contract #R141608

Qty	Ordered Item Number	SSI Item Number	Description	Net Price	Ext. Price
28		1136351	SPECIFY - COVER - LARGE SURFACE MOUNT FOR 2 7/8" TUBING - SET OF 2	46.68	1307.04
Notes: BLACK					
14		1136381	SPECIFY - TABLE - 46" ROUND - 4 ATTACHED CONCAVE SEATS - WEB STYLE - PORTABLE OR SURFACE MOUNT	1056.01	14784.14
Notes: BLACK SEATS/TOPS - BLACK FRAME					
1		INSTALL	INSTALLATION CHARGES	3989.00	3989.00

Sub Total : \$20080.18
 Tax : \$1506.02
 Shipping & Handling : \$0.00
 Total : \$21586.20

*RIO DEL VALLE
 COURTYARD ADA CONCRETE REPAIRS
 15.00 536-1
 JCS BBC
 2/24/16*

10.11



Agenda Item: 10.11. Approve Bid from Color New Co.; Change Order to original Bid.

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: As part of the Measure G bond projects, Rio del Valle Middle School will be painted.

The district conducted an informal bid process with painting contractors on the district's CUPCAA list. Color New Co. was selected as the low bidder.

After the bid was awarded, the district requested a slight change to the scope of work.

Color New Co., has submitted a bid for the exterior painting and repairs at Rio Del Valle Middle School, Project #15-0053G-2.

The total base bid was	\$112,000.00
Change Order	-2,000.00 credit to remove scope of work
Change Order	7,700.00 to include paint and primer to original bid

Net Bid: \$117,700.00

Financial Impact: Financial Impact: \$117,700.00

Funding Source: Measure G Bond

Recommended Motion: Staff recommends approval of the Bid from Color New for \$117,700.00

Attachments:
Change Order for Color New
Color New Bid

Contract Time set forth in the Contract Documents.

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

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

Add/Alternate Bid No. 1

NONE Dollars (\$ _____)
(Amount in Words) (In Numbers)

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

Addenda No. None, dated _____ through No. _____, dated _____, received, acknowledged and incorporated into this bid.

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

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

3. Documents Comprising Bid. The undersigned bidder has submitted as its bid the following: Bid Form (00210), List of Subcontractors (00215), Non-Collusion Affidavit (00220), Acknowledgment of Bidding Practices Regarding Indemnity (00240). The bidder acknowledges that if this bid is not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the bid may be rejected as non-responsive.

4. **Award of Contract.** It is understood and agreed that if written notice of the acceptance of this bid and award of the Contract thereon is mailed, telegraphed or delivered by the District to the undersigned after the opening of bids and within the time this bid is required to remain open or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District the Agreement in the form attached hereto in accordance with the Bid as accepted within ten (10) calendar days after notification of acceptance and award. Concurrently with delivery of the executed Agreement to the District, the bidder awarded the Contract shall deliver to the District: (a) certificates of insurance evidencing all insurance coverage required under the Contract Documents; (b) the performance bond; (c) the labor and material payment bond; (d) the Certificate of Workers' Compensation Insurance; and (e) the drug-free workplace certificate. The Work under the Contract Documents shall be commenced by the undersigned bidder, if awarded the Contract, on the date stated in the District's Notice to Proceed issued pursuant to the Contract Documents and completion of the Work shall be achieved within the Contract Time specified in the Contract Documents.
5. **Notices.** All notices or other correspondence shall be addressed to the District and the bidder at their respective addresses set forth herein. Notices shall be effective only in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.
6. **Contractor's License.** The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§ 7000, *et seq.*, under the following:

License Number: 818650
 Class C33/B Expiration date 4/30/17 Class _____ Expiration date _____
 Class _____ Expiration date _____ Class _____ Expiration date _____

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

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

"fully qualified" to perform that portion of the Work itself and that it shall perform that portion of the Work.

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

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

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

(Corporate Seal)

Signature of Bidder's Authorized Representative

Louie Loizu

Typed or Printed Name

Owner

Title

colornewco@yahoo.com

E-mail Address of Bidder's Authorized Representative

1000001623

Department Of Industrial Relations Registration Number

2/17/2016

Date

END OF SECTION

10.12



- Agenda Item:** 10.12. Proposal from Pacific Services for spot checking the entire building and adding seal where needed at the Rio District Offices.
- Speaker:** Kristen Pifko, Assistant Superintendent of Business Services
- Rationale:** During the last rainfall, the district office building had several water leaks. Pacific Services has presented a proposal to spot check the entire building and add seal where needed.
- Financial Impact:** Financial Impact: \$8,932.00
- Funding Source: Measure G Bond Funds
- Recommended Motion:** District staff recommends that the proposal be approved with Pacific Services for repairs to leaks at the District Office Building.
- Attachments:**
Proposal from Pacific Services



Arubbot Ha Shamayim Inc.

PROPOSAL & ACCEPTANCE

Date: 2/4/2016

Contact: Charles Fichtner, Director of M.O.T.

Company: Rio School District

Address: 2500 E. Vineyard Avenue, Suite 100 Oxnard, CA 93036

Billing Address: 2500 E. Vineyard Avenue, Suite 100 Oxnard, CA 93036

Dear Charles:

Thank you for the opportunity to be of service to Rio School District. Below you will find the details of our contracting proposal.

As per our conversations, I have included the costs to completely spot check the entire building and add seal where needed at 2500 E. Vineyard Ave. Suite 100 Oxnard, CA 93036

Proposal –

Spot check entire building and add seal where needed- \$8,932.00

*Please note this proposal does not include construction debris removal, paint removal, or hard water removal.

Note: A credit card number will be held on file to book the appointment, if you choose to pay by check we will not charge the card.

Terms and Conditions:

All work will be performed in a professional, workman-like manner. Any alteration or deviation from the original proposal requires written authorization. All agreements are contingent upon unobstructed access to the work area, and Pacific Services cannot be held accountable for circumstances beyond our control.

Project owner agrees to carry liability, comprehensive and such other insurance coverage as required by law. Pacific Services agrees to carry Workman's Compensation coverage for Pacific Services employees and contractors. Pacific Services agrees to carry General Liability Insurance.

The quoted prices, specifications and conditions are satisfactory to the customer and hereby accepted. Work is hereby authorized and the job site will be ready and available on the date specified in the agreement. Customer agrees to accept responsibility for 100% of the charges incurred in the performance of the work, and payment shall be made as specified. Any work not performed will not be charged, nor shall Pacific Services be penalized. Pacific Services

Arubbot Ha Shamayim Inc. dba Pacific Services PO Box 158 Malibu, Ca 90265 (310) 457-1995

10.13



Agenda Item: 10.13. Approve quote from Restoration Hardwood Flooring for the refinishing of the gym floor at Rio Vista.

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: Rio Vista's gym floor is in need of refinishing and repair. As part of the district's joint use agreement with the City of Oxnard, the City of Oxnard will pay for one half of the project.

Rio School District received two quotes for the work.

The district has used Restoration Hardwood Flooring in the past and they are including all the base board repairs in their quote.

Financial Impact: Financial Impact: \$6,850.00

Funding Source: Measure G Bond Funds

Recommended Motion: Staff recommends approving the Restoration Hardwood Flooring proposal

Attachments:
Proposal from KYA Services
Restoration Hardwood Flooring Quote

PROPOSAL

Corporate Mailing Address:
 1522 Brookhollow Dr. Suite 3
 Santa Ana, CA 92705
 PH (714)659-6476 FAX (714)586-5526



This is a legal agreement – please read carefully. Complete and initial all pages.

Proposal: 16-1094F

To: Rio School District
 2500 E. Vineyard Ave Oxnard, CA 93036

Date: 2/17/2016

Terms: Net 30

PO#:

c/o: Charlie Fichtner

RA: Tweet Ho

RA Phone: 714-581-3484

SIN#/ MANF#

RA Email: Tweet@KYASurfacing.com

Site: Rio Vista Middle School
 Address: 3050 Thames River Dr.
 Oxnard, CA 93036

Order: selection

Notes: Final sales tax rate will be based upon the shipping address, not the purchaser's address. Price is good for 60 days from date of quote due to rising petroleum costs. Material overages must be shown on the purchase order. 6-8 weeks upon receipt of approved PO

SCOPE OF WORK

Line Item Proposal

Supply and apply 2 coats of Bona SuperSport HD water base gym fini:	1	EA	\$6,533.34	\$6,533.34
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Site Qualifications and General Scope of Work
 DIR- 1000003379

Total Price **\$6,533.34**

NOTES:
 Estimated from: Field measure by
 All work to be done during normal business hours Monday –Friday
 The above proposal is valid for 60 days from the date first set forth above

Payment Terms	
(1) Upon execution of the Agreement (Deposit)	<input type="text"/>
(2) Upon delivery of Material	<input type="text"/>
(3) Upon completion of Assembly/ furnishing	<input type="text"/>
(4) Other (specify):	<input type="text"/>

PROPOSAL

Corporate Mailing Address:
1522 Brookhollow Dr. Suite 3
Santa Ana, CA 92705
PH (714)659-6476 FAX (714)586-5526



GENERAL TERMS AND CONDITIONS AND WARRANTY

- 1) **Proposal:** The above proposal is valid for 60 days from the date first set forth above. After 60 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services LLC reserves the right to implement this surcharge when applicable.
- 2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services LLC, (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the Company, as detailed in the "Pricing" and "General Scope of Work" sections of this agreement, above.
- 3) **Standard Exclusions:** Unless specifically included this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owner's responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.
- 4) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.
- 5) **Payment:** Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services LLC 1522 Brookhollow Dr. Suite 3 Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- 6) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 7) **Site Plan Approval, Permits, Permit Fees, Plans, Engineering Drawings and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.
- 8) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Purchase Order" is approximately 2 to 8 weeks or as otherwise noted.

PROPOSAL

Corporate Mailing Address:
1522 Brookhollow Dr. Suite 3
Santa Ana, CA 92705
PH (714)659-6476 FAX (714)586-5526
CA License # 984827



9) **Returned Product, Deposits and/or Cancelled Order:** From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are nonrefundable.

10) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and / or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4 inches in diameter or any other condition that will require additional labor, equipment and /or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change order be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) **Warranty; Limitations of Liability:**

Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify Company in writing detailing any defects in Service for which a warranty claim is being made. **COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICES UNDER THIS AGREEMENT (OR THE RELEVANT PURCHASE ORDER).** The warranties for the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of the work.

13) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, related to the furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 13.

14) **Delegation: Subcontractors:** The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company.

PROPOSAL

Corporate Mailing Address:
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 Santa Ana, CA 92705
 PH (714)659-6476 FAX (714)586-5526



15) Force Majeure: Impracticability: The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any acts of God, strikes, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution: Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Santa Ana, CA by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement: No Reliance: This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries: This Agreement creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law: The agreement will be construed and enforced in accordance with the laws of the State of California.

20) Assignment: Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the date executed by the Company:

Accepted by:

KYA Services LLC

Signature:		Signature:	<i>Tweet Ho</i>
By: (Print)		By: (Print)	Tweet Ho
Title:		Title:	Regional Advisor
Date:		Date:	2/17/2016



COVER SHEET
PROPOSAL FROM KYA SERVICES LLC

CA LICENSE # 984827

CORPORATE OFFICE

Main Office & Gallery

1522 Brookhollow Dr. Suite 3
 Santa Ana, CA 92705
 Fax: (714) 586-5526

KYA Services (714)659-6476
KYA Surfacing (714) 659-6477
The Land Solution (714)659-6475

REGIONAL ADVISORS

South Orange County

Andrea Ivey
 Ph: (619) 730-9073
 Emails: Andrea@KYASurfacing.com
 Andrea.I@TheLandSolutionLLC.com

Central Coast/Kern County

Richard Contreras
 Ph: (951)239-8645
 Emails: Richard@KYASurfacing.com
 Richard.C@TheLandSolutionLLC.com

Inland Empire/Palm Springs Area

Andre Gervais
 Ph: (714)398-5313
 Emails: Andre@KYASurfacing.com
 Andre.G@TheLandSolutionLLC.com

Los Angeles

Veronica Vargas
 Ph: (562)400-4067
 Emails: Veronica@KYASurfacing.com
 Veronica.V@TheLandSolutionLLC.com

Tweet Ho

Ph: (714) 581-3484
 Emails: Tweet@KYASurfacing.com

College, Municipal, Property Mgt.

Candice Yarbrough
 Ph: (949) 510-4647
 Email: Candice@KYASurfacing.com

Date: 2/17/2016

To: Rio School District

Attn: Charlie Fichtner

Phone: _____

Pages: 5

Project Name: Rio Vista Middle School

Refinish

Proposal Number 16-1094F

COMMENTS _____

Charlie Fichtner

Thank you for your continued interest in KYA and for allowing me the opportunity to discuss our products and services.

Attached is the proposal per your request.

Please do not hesitate to call me if you have any questions, I look forward to being of assistance to you.

Sincerely,



Tweet Ho
 Regional Advisor

Cell: (714) 581-3484
 E-mail: Tweet@KYASurfacing.com

Tel: (714) 659-6475 | Fax: (714) 586-5526
 Website: www.KYASurfacing.com
 1522 Brookhollow Dr., Suite 3
 Santa Ana , CA 92705

Restoration Hardwood Flooring

PO Box 368
Jamul, CA 91935

619-518-8422

Lic# 978646



Proposal

Date	Estimate No.
02/17/16	120547

Name/Address
Rio School District 2500 E. Vineyard Ave., Ste. 100 Oxnard, CA 93036

Ship To
Rio Vista Middle School 3050 Thames River Dr. Oxnard, CA 93036

Description	Quantity	Total
Re-install loose base board at perimeter. Clean, screen and apply two coats of Hillyard Contender Sport Flooring gloss finish.		6,850.00
Please call to schedule and discuss work.		Total \$6,850.00

10.14



Agenda Item: 10.14. Approval of proposal from USA Shade & Fabric Structures to replace the damaged structures at Rio Del Mar School.

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: Existing shade structures at Rio del Mar are in need of repairs.

Two quotes for the replacement of the shade canopies were submitted. USA Shade originally performed the original install. The work performed by USA Shade has proven to be high quality services.

Financial Impact: Financial Impact: \$13,213.70

Funding Source: Measure G Bond

Recommended Motion: Staff recommends approval of the USA Shade & Fabric Structures quote.

Attachments:
USA Shade & Canopy Replacement

PROPOSAL

Corporate Mailing
 Address:
 P.O. Box 560168
 Dallas, TX 75356-0168
 (800) 966-5005



USASHADE & Fabric Structures®



Remittance Address
 Shade Structures, Inc.
 PO Box 204691
 Dallas, Texas 75320-4691

This is a legal agreement – please read carefully. Complete and initial all pages.

Purchaser: Rio Del Mar Elementary	Date: 2-18-2016	Sales Rep: Kathy Rainey
Contact: Doug Norvell	PO Number:	Phone: 559-974-1353
Phone: (805) 947-6978	Quote No.: KLR021816-01	Email: krainey@usa-shade.com
Billing Information:	Shipping Information:	Jobsite Information:
Rio Vista School District 250 E Vineyard Oxnard, CA 93036	USA Shade 1085 N Main #C Orange, CA	Rio Del Mar Elementary 3150 Thames River Dr Oxnard, CA 93036
Contact: Doug Norvell	Contact:	Contact: Doug Norvell
Phone: (805) 947-6978	Phone:	Phone: (805) 947-6978
Fax:	Fax:	Fax:
Email: dnorvell@rioschools.org	Email:	Email: dnorvell@rioschools.org

STRUCTURE PRICING

QTY	DESCRIPTION	DETAILS	PRICE
(1)	Fabric Replacement	Structure Size 5-18' x 20' Number of Posts Number of Fabric Tops Fabric Type Colourshade FR Fabric Color TBD Steel Color TBD Post Attachment Method N/A Entry Height N/A Wind load 90 mph Snow load 5 psf Notes:	\$13,213.70

PRICING DETAILS

Unit Total	Included	PAYMENT TERMS	
Accessories/Miscellaneous	Included	(1) Upon execution of the Agreement (Deposit)	PO
Shipping/Handling	Included	(2) Upon delivery of Shade Structure(s)	
SUBTOTAL		(3) Upon completion of Assembly/Installation	100%
Sales Tax %	Included	(4) Other (specify):	
Assembly/Installation	Included	NOTES	
Engineering	N/A		
TOTAL PRICE	\$13,213.70		

PROPOSAL

Corporate Mailing
Address:
P.O. Box 560168
Dallas, TX 75356-0168
(800) 966-5005



USASHADE & Fabric Structures®



Remittance Address
Shade Structures, Inc.
PO Box 204693
Dallas, Texas 75320-4691

GENERAL SCOPE OF WORK

DSA / PERMIT REQUIREMENTS			ASSEMBLY REQUIREMENTS		
YES	NO		YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchaser is responsible for permit submittal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Underground Obstacles
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchaser is responsible for DSA submittal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Dirt Removal
ENGINEERING REQUIREMENTS			<input type="checkbox"/>	<input checked="" type="checkbox"/>	Soil Tests
		Building Code	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Concrete Cutting
		Type of drawings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Concrete Truck Access
		# of sealed drawings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Temporary Construction Fencing
		Calculations Required	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Special Inspection
Notes:			<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permits (see DSA/Permit Requirements)
PRICING INCLUDES			<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prevailing Wages & Certified Payroll
YES	NO		<input type="checkbox"/>	<input checked="" type="checkbox"/>	Union Wages
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Assembly/Installation (based on a single mobilization)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Removal of existing structure or poles
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Shipping and Handling	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Curb Repair
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Engineered Drawings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Landscaping Repair
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sales Tax	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Electrical connection or trenching
<input type="checkbox"/>	<input checked="" type="checkbox"/>	DSA / Permit Submittal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Site Plan Approval
<input type="checkbox"/>	<input checked="" type="checkbox"/>	DSA / Permit Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Site Survey
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Accessories	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bobcat Access
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Coastal Primer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Liquidated Damages
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Payment and Performance Bonds	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Anchor Bolts Included
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Intentionally Left Blank	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other special conditions (noted below):

GENERAL TERMS AND CONDITIONS AND WARRANTY

- Proposal:** The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel and concrete. Due to the duration of time between proposals, contracts and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge when applicable.
- Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by the USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-

PROPOSAL

Corporate Mailing

Address:

P.O. Box 560168

Dallas, TX 75356-0168

(800) 966-5005



USASHADE
& Fabric Structures®



Remittance Address
Shade Structures, Inc.
PO Box 204691
Dallas, Texas 75320-4691

party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").

- 2) **Short Ship Claims:** Purchaser has 15 days from receipt of the Structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.
- 3) **Standard Exclusions:** Unless specifically included under "General Scope of Work" section above, this agreement does not include, and Company will not provide Services, labor or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.
- 4) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:

"The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of USA SHADE & Fabric Structures warranty."
- 5) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.
- 6) **Payment:** Terms of payment are defined in the "Pricing Details" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when Completion was scheduled, had the delay not occurred. All payments must be made to USA SHADE & Fabric Structure, Department 41349, P.O. Box 650823, Dallas TX 75265. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- 7) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 8) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.
- 9) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard Structures, and 8 to 12 weeks for custom Structures. Delivery is approximately 1 week thereafter. Delivery of Structures may be prior to or at start of assembly.
- 10) **Returned Product, Deposits and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are nonrefundable. All expenses incurred (engineering, site surveys, shipping and handling, etc) are the responsibility of the purchaser, up to notice of cancellation.

PROPOSAL

Corporate Mailing

Address:

P.O. Box 560168

Dallas, TX 75356-0168

(800) 986-5005



USASHADE
& Fabric Structures®



Remittance Address
Shade Structures, Inc.
PO Box 204691
Dallas, Texas 75320-4691

- 11) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations Company was able to make either by visual inspection or by drawings and /or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4 inches in diameter or any other condition that will require additional labor, equipment and /or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Price quotes are based on a drill pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region).
- 12) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change order be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.
- 13) **Warranty: Limitations of Liability:**
- Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner.
 - The warranty set forth in this Section 14 will be the Purchaser's sole and exclusive warranty.
 - The warranty set forth in this Section 14 will run from the date of performance of the service by the Company, and any warranty claims brought by Purchaser must be brought within one year of the date of performance of the Service giving rise to the claim.
 - Purchaser's sole remedy for a breach of the warranty set forth in this Section 14 will be the re-performance of the Services, or if that is not possible or practical, the refund of the price of the Services that breached the warranty.
 - Purchaser shall notify Company in writing detailing any defects in Service for which a warranty claim is being made.
 - **COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
 - **IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICES UNDER THIS AGREEMENT (OR THE RELEVANT PURCHASE ORDER).**
 - **EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, COMPANY MAKES, AND PURCHASER RECEIVES, NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ARISING OUT OF, RELATED TO, OR UNDER THIS AGREEMENT, AND SPECIFICALLY DENIES THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. FURTHER, EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY ACKNOWLEDGES THAT THE SERVICES AND STRUCTURES PROVIDED HEREIN ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. COMPANY DOES NOT WARRANT THAT THE SERVICES OR STRUCTURES WILL MEET YOUR REQUIREMENTS OR THOSE OF THE OWNER.**
 - For all Structures installed by the Company, Purchaser must sign and return the "Customer Checklist and Sign-off" form to the Company within 10 business days from the construction completion date, or Company will not be held responsible for any warranties under this Section 14 or any damage to the Structure.
 - The warranties for the Structures are contained in a separate document between Company and the ultimate Owner of the Structures, which will be provided to Owner at the time of completion of the work.
- 14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, related to the installation of the Structure or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or

PROPOSAL

Corporate Mailing

Address:

P.O. Box 560168
Dallas, TX 75356-0168
(800) 966-5005



USASHADE & Fabric Structures



Remittance Address
Shade Structures, Inc.
PO Box 204691
Dallas, Texas 75320-4691

expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 15.

15) Warranty:

- USA SHADE provides a limited warranty on all USA SHADE-supplied labor and materials. No other warranty is implied.
- The warranty set forth shall be the purchaser's sole and exclusive warranty, and is void if structures are not paid for in full.
- The warranty is void if any changes, modifications, additions or attachments are made to the structures without the prior written consent of USA SHADE.
- The warranty is void if the structures are not assembled in strict compliance with USA SHADE specifications.
- The warranty will be void if regular maintenance is not performed. This is particularly critical in regions where dirt/sand may cause abrasion of fabric.
- The warranties below are effective from the date of sale, or, if assembled by USA SHADE, the date of construction completion.
- USA SHADE reserves the right to repair or replace any item covered by this warranty.
- Purchaser shall notify USA SHADE in writing, detailing any defects for which a warranty claim is being made.
- USA SHADE shall not in any event be liable for indirect, special, consequential, or liquidated damages.
- USA SHADE specifically denies the implied warranties of fitness for a particular purpose and merchantability.
- No signs, objects, fans, light fixtures, etc., may be hung from the structures, unless specifically engineered by USA SHADE. These items may interfere with the fabric, voiding the warranty.
- The warranty shall be void if damage to the steel frame or fabric top is caused by misuse, willful or intentional damage, vandalism, any Act of God (i.e. hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of applicable building code parameters.
- For all units assembled by USA SHADE the "Customer Checklist and Sign-off" form must be signed and returned to USA SHADE within 10 business days from the date of construction completion, or USA SHADE will not be held responsible for any damage to the structures. The warranty will also be considered null and void until this checklist is received by USA SHADE.

Shadesure™ Fabric:

- Shadesure™ fabrics carry a 10-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold, or discoloration, with the exception of Red and Coolbrella™ fabrics, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, USA SHADE will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated at 18% per annum over the last 4 years.
- This warranty shall be void if damage to the fabric is caused by contact with chemicals, misuse, vandalism, any Act of God (i.e. hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of the applicable building code parameters.
- All fabric tops are warranted for winds/gusts up to 90mph and prior to snow or ice accumulation.
- All fabric curtains, valances and flat vertical panels are not covered under the warranty.
- Fabric is not warranted where it is assembled on a structure that is not engineered and built by USA SHADE.
- USA SHADE structures are designed to eliminate friction between the rafters and fabric. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and the fabric, voiding the warranty.
- Labor for the removal, assembly, and/or freight will be covered for a period of 1 year, where the structures supplied and assembled by USA SHADE are defective. In all cases where the structures are not assembled by USA SHADE, or its agents, all labor for the removal, assembly, and/or freight will be at the customers' expense, and the warranty will only be applicable to the repair or replacement of the defective materials.
- USA SHADE reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. USA SHADE does not warrant that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

Colourshade® FR Fabric:

- Colourshade® FR fabrics carry a 5-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold, or discoloration, with the exception of FR Red and Coolbrella™ fabrics, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, USA SHADE will manufacture and ship a new fabric at no charge for 5 years.
- This warranty shall be void if damage to the fabric is caused by contact with chemicals, misuse, vandalism, any Act of God (i.e. hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of the applicable building code parameters.

PROPOSAL

Corporate Mailing
Address:
P.O. Box 560166
Dallas, TX 75356-0166
(800) 966-5005



USA SHADE & Fabric Structures®



Remittance Address
Shade Structures, Inc.
PO Box 204691
Dallas, Texas 75320-4691

- All fabric tops are warranted for winds/gusts up to 90mph and prior to snow or ice accumulation.
- All fabric curtains, valances and flat vertical panels are not covered under the warranty.
- Fabric is not warranted where it is assembled on a structure that is not engineered and built by USA SHADE.
- USA SHADE structures are designed to eliminate friction between the rafters and fabric. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and the fabric, voiding the warranty.
- Labor for the removal, assembly, and/or freight will be covered for a period of 1 year, where the structures supplied and assembled by USA SHADE are defective. In all cases where the structures are not assembled by USA SHADE or its agents, all labor for the removal, assembly and/or freight will be at the customers' expense, and the warranty will only be applicable to the repair or replacement of the defective materials.
- USA SHADE reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. USA SHADE does not warrant that any particular color will be available for any period of time and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

NOTE: Shadesure™ and Colourshade® FR fabric warranties cover fabric tops up to 40' in length. Fabric tops over 40' in length are covered by a non-prorated 5-year warranty. Additionally, fabric tops made from other fabric types (i.e. Sunbrella®) will include their respective manufacturer's warranty.

Shadesure and Colourshade are trademarks of USA SHADE & Fabric Structures.

Colourshade is a registered trademark of Multiknit Pty. Ltd.

Sunbrella is a registered trademark of Glen Raven Custom Fabrics, LLC.

Steel:

- The structural integrity of the steel is warranted for 10 years.
- Workmanship and powder coated surfaces are warranted for 1 year.
- This warranty shall be void if damage to the steel frame is caused by misuse, vandalism, any Act of God (i.e. hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of applicable building code parameters.

Thread:

- USA SHADE warrants its sewing thread for a period of 8 years.
- The thread will be free from defects in material/workmanship and will not be damaged by exposure to sunlight, weather, or water.
- This warranty does not cover damage from fire, cuts, vandalism, misuse, or any Act of God (i.e. hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of the applicable building code.
- Labor for the removal, assembly and/or freight of tops with damage caused by thread will only be covered in instances where USA SHADE has assembled the unit. In all cases where units were not assembled by USA SHADE, all labor for the removal, assembly and/or freight will be for the customers account and the warranty will only be applicable to the repair or replacement of defective materials.

16) Assembly/Installation:

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the Structure(s) is to be placed.
- Labor for the removal, assembly and/or freight charges will only be covered by Company in instances where the Structures supplied and installed by Company are determined by the Company to be defective. In all cases where Structures are not installed by Company, all labor for the removal, assembly and/or freight of the Structures will be Purchaser's responsibility.
- Installation prices are based on a single mobilization charge. If additional mobilization is needed, there will be additional charges.
- If the requested Services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles or other interference Monday thru Friday during the hours of 8am to 6pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. All automobiles will be moved prior to Company's crew beginning any installation.
- Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.

- 17) Installation/Assembly on-site: Where installation/assembly is part of the Services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the Structure(s) are to be assembled as well as detailing any obstacles or

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Dallas, TX 75356-0168

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other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools etc., that the Structure(s) is/are to be assembled over must also be detailed, along with their peak heights (if applicable).

- 18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the Structure(s) ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend or supply, at additional cost, padding for posts from a third party manufacturer.
- 19) **Preparatory Work:** Where installation/assembly is part of the Services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days before in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.
- 20) **Delegation; Subcontractors:** The Services and the manufacturing and assembly of the Structures may be performed by subcontractors under appropriate agreements with the Company.
- 21) **Force Majeure; Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any acts of God, strikes, lockouts, slowdowns, wars or shortages in transportation, materials or labor.
- 22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, Tx by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties or services provided hereunder.
- 24) **No Third-Party Beneficiaries:** This Agreement creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
- 25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.
- 26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and inure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

10.15



Agenda Item: 10.15. Approval of quote from Belson Outdoors for 12 square concrete planters at Rio Del Valle.

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: As part of the Measure G remodel of Rio del Valle Middle School, the areas between the classroom buildings will be remodeled. The remodel of the areas between classrooms will include improved access as required by Department of State Architect. Additionally, functionality of the area will be improved. The areas will be used as outdoor classroom spaces.

Based on teacher input, concrete planters were selected as part of the outdoor classroom space.

A quote was submitted from Belson Outdoors for 12 concrete planters to be installed at Rio Del Valle with seating for students on all four sides.

Financial Impact: Fiscal Impact: \$17,285.00

Funding Source: Measure G Bond

Recommended Motion: Staff recommends approval of quote from Belson Outdoors for planters at Rio Del Valle.

Attachments:
Bid from Belson Outdoors

You have received this Quote per your request from Belson Outdoors (belson.com).
 If you are having trouble reading this email? [View it in your browser](#) or go to
<https://www.belson.com/Secure/Request.aspx?OrderID=167499&Key=3392.08163284377>

Quote #
WQ 167499

Here is the Quote as per your request. The 'Shipping' total has been applied.
 To place an order, simply click 'Submit Order Confirmation' below.
 Please print this page for your records.
 Customer Order Confirmation is required to process order.



111 North River Road
 North Aurora, IL. 60542
 sales@belson.com

Toll Free: 1-800-323-5664
 Phone: 1-630-897-8489
 Fax: 1-630-897-0573

QUOTE #
WQ 167499

Model #	Description	Lbs	Quantity	Unit Price	Unit Total
VP60X24	Victorian Series Square Planter, 60"L x 60"W x 24"H - Concrete Sand Tan LSB Finish	2,100	12	\$960.00	\$11,520.00
MISC	Lifting brackets (Removeable-Reuseable) used for lifting planters Need a spreader bar for forklift not included & 4 way chain not included	0	1	\$100.00	\$100.00

Subtotal	25,200	Subtotal	\$11,620.00
		(Illinois Only) Tax	\$0.00
		Shipping	\$5,665.00
		Grand Total	\$17,285.00

Customer Order Confirmation is required to process order.

Your Order will not be shipped without your "Order Confirmation"

Bill To:

Ship To:

First Name* Kristen	First Name Jesus
Last Name* Pifko	Last Name Muguerza
Company Rio School District	Company Rio School District
Address* 2500 Vineyard Avenue	Address* 3100 Rose Avenue
Address	Address
City* Oxnard	City* Oxnard
State* CA	State* CA
Zip Code* 93036	Zip Code* 93036
Country USA	Country USA
Phone* 805.368.1326	Phone 805.368.1326
Fax	Fax
Email jesusmuguerza@balfourbeattyus.com	Email jesusmuguerza@balfourbeattyus.com

Handwritten notes:
 JFH
 BBL
 2/19/16
 15-00536-1
 CUSTYARD AT
 RIO AEL VALLE
 CK K
 2/19/16



Your Outdoor Superstore®

1-800-323-5664

M-F 8:00am - 4:30pm CST

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Square Concrete Planters | Victorian Series



Model VP60X24
(Sand Tan | LSB Finish)

Concrete Planters with Convenient Edges for Sitting

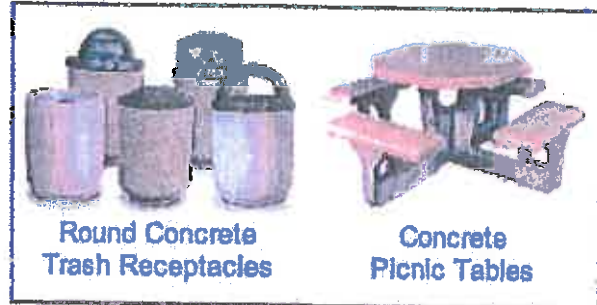
These square concrete planters are ideal for planting large shrubs or small trees in downtown areas or city squares. The large size and heavy-duty concrete construction make them great security barriers, and the wide rim around the edges provide convenient seating on all four sides of the planter. The geometric detailing around the base of the planters also compliments city buildings and other architectural elements.

Concrete planters are useful when needing to contain root systems of larger plants that may split less durable planters. They can support much more weight than resin and plastic planters, and they surpass any industry standard on strength and durability. All planters come standard with drain holes for proper drainage. Available color options and finishes shown below.

Specifications

- 5,000 PSI Construction.
- ASTM C33 | Standard for Aggregates
- ASTM 615 | Standard for Rebar

Matching Products



LSB Finish Options



sand tan dove gray light brown white

Etch Finish Options



sand tan dove gray light brown white

Perma Stone Finish Options



sand tan dove gray light brown white

Dura Brite Finish Options



sand tan dove gray light brown

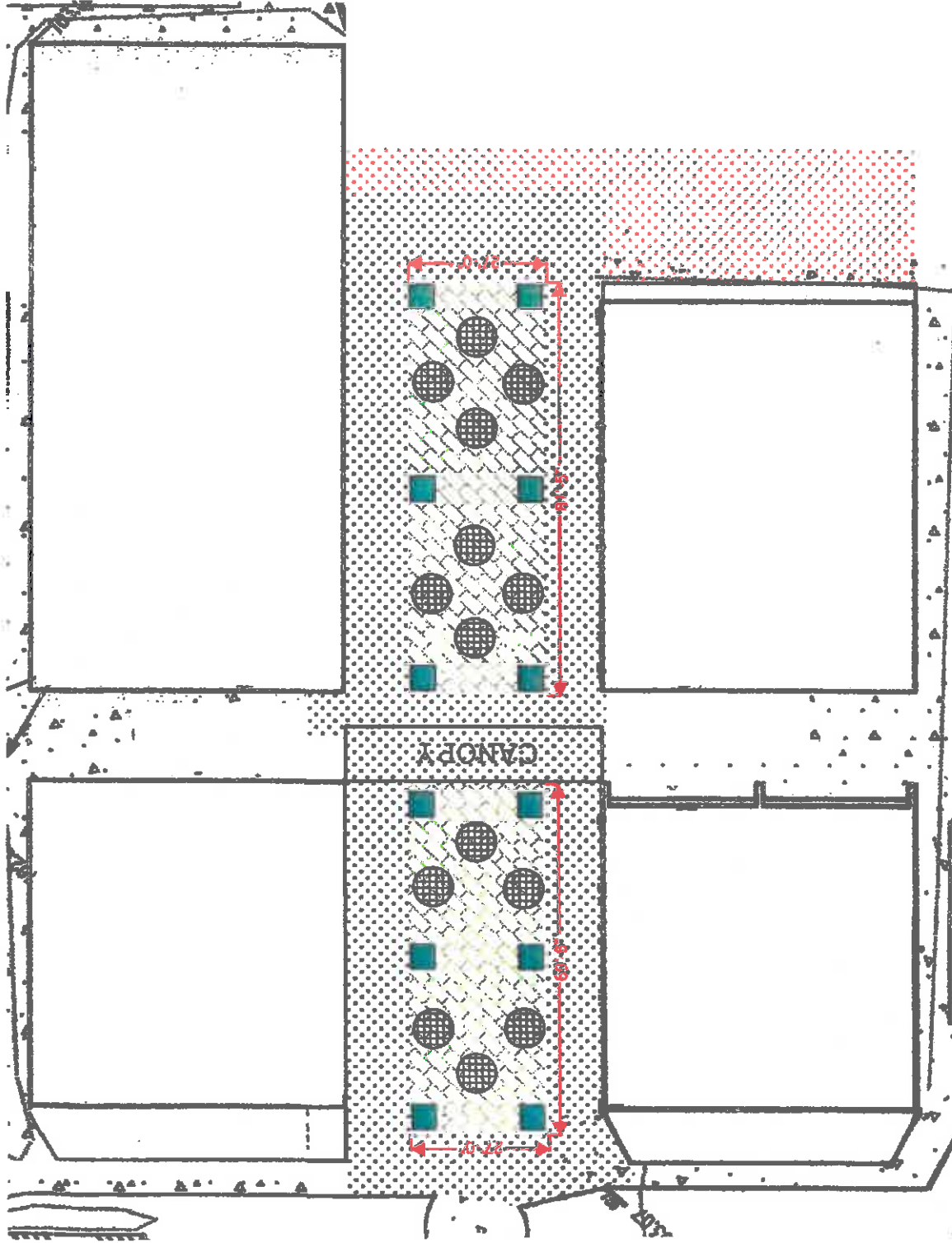
▼ Item Specific Details Available on Linked Model Numbers Below



Tweet **G+1**

Victorian Series Square Concrete Planters | 60"L x 60"W x 24"H

Model	Color	Finish	Weight	Price	Qty
VP60X24	Choose Color ▼	Choose Finish ▼	(2,100 lbs)	\$960.00	<input type="text"/>
VP60X24-CUS1	Slate Stone	Etch Finish	(2,100 lbs)	\$1,056.00	<input type="text"/>
VP60X24-CUS2	White	Choose Finish ▼	(2,100 lbs)	\$1,152.00	<input type="text"/>



- Existing Site Concrete to remain
- New Site Concrete
- New Site Pavers
- Picnic Table
- Above Ground Planter

15-0053G-1 - Rio Del Valle - Outdoor Classroom - Courtyard Plan - 1-25-16

10.16



Agenda Item: 10.16. Approval of bid from Architecture for Education Incorporated for new electrical engineering services to relocate the transformer at Rio Real.

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: As part of the district's needs assessment, it was noted that Rio Real is using approximately ninety percent of their available power. In order to prevent breakers from tripping, it is recommended that the site use less than eighty percent of the available power.

The upgrade of the electrical service at Rio Real is included in the district's latest Measure G plan.

Architecture for Education, incorporated has submitted a proposal for the architectural and engineering services. Architecture for Education is on the district's list of board approved Measure G architects.

Financial Impact: Financial Impact: (NTE) \$12,200.00

Funding Source: Measure G Bond

Recommended Motion: Staff recommends approving the proposal from Architecture for Education Inc. for architectural and electrical services.

Attachments:
Architecture for Education Proposal

A/E

ARCHITECTURE FOR EDUCATION INCORPORATED

ARCHITECTURE FOR EDUCATION INCORPORATED

February 16, 2016

Kristen Pifko
Assistant Superintendent of Business Services
Rio School District
2500 East Vineyard Ave.
Oxnard, CA 23219

RE: Proposal for Architectural & Engineering Services
Rio Real Transformer Relocation

Dear Kristen:

Thank you for the opportunity to submit the following proposal. As we understand, you wish to increase the electrical service at Rio Real Elementary School to serve future HVAC upgrades. The existing electrical service appears to have been upgraded in 1998, and you wish to increase capacity to 1600-2000 Amp service. We have reviewed available information and determine the following:

- Current service is at 800A
- Existing electrical room doesn't have space for additional switchgear, so depending upon t its size we have 2 options: 1) replace the existing switchgear, which will increase your "power outage downtime" for the campus. 2)place the new switchgear outside the electrical room and re-feed the existing.

Our proposal includes the following Architectural and Electrical Services:

- Review and documentation of existing conditions, asbuilt records, and SCE records for existing capacity and design of Rio Real Electrical System.
- Verification of requested increase capacity against SCE allowances.
- Coordination with SCE for all routing and standards for service upgrades, and assistance with SCE approvals.
- Completion of Construction Documents Package including Project Specifications (excluding front end bid docs), Architectural, and Electrical Dwgs.
- Site Visits as required for design, bidding, approvals and construction.
- This project will not be submitted to DSA

To provide these services we recommend proceeding with an Hourly Not To Exceed value of \$12,200 (Twelve Thousand Two Hundred Dollars) which includes the Electrical Engineering Services, proposal included here for your reference. We will make a concerted effort to limit our efforts and thus be well under the NTE amount, if we uncover unforeseen conditions, we'll be sure to notify you in advance of exceeding your approved amount. Upon approval to proceed, we will begin work immediately and coordinate with your team on a regular basis
Sincerely,

Rachel Adams, AIA, LEED AP
Managing Principal
Architecture for Education Incorporated

ARCHITECTURE FOR EDUCATION INCORPORATED
10000 WILSON AVENUE
SUITE 100
LOS ANGELES, CA 90024
TEL: 310.441.1111
WWW.AFEINC.COM

KA
RBC
2/23/16
RIO REAL
TRANSFORMER
RELOCATION
PAGE #1



Pacific Engineers Group

Consulting Electrical Engineers

Established in 1978

Y. Danny Ho, PE

Jimmy Fong, PE

February 16, 2016

Ms. Rachel Adams, AIA
Architecture for Education, Inc.
65 N. Catalina Ave.
Pasadena, CA 91106

Re: *Rio Real E.S. - New Electrical Service*
Rio School District

Dear Rachel,

Please accept this letter as our proposal for electrical engineering services for the referenced project. Our design will include new electrical service and reconnection of all the existing feeders to the new service. Our services will be full services through project closeout. Our work will include:

1. Field verification of existing conditions.
2. Provision of construction documents.
3. Work associated with SCE approval.
4. Construction support and closeout.

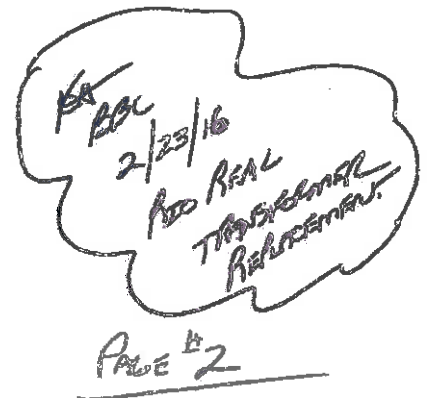
Our proposed fee is \$6,800.

Sincerely,

PACIFIC ENGINEERS GROUP



Jimmy Fong, P.E.
Principal



OK
BOC
2/23/16
RIO REAL
TRANSFORMER
REPLACEMENT.
PAGE 2

10.17



Agenda Item: 10.17. Approve bid from Taft Electric Co. for the electrical installation portion of the repair and replacement of the marque signs at various sites.

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: At the September 16, 2015 board meeting, the board approved the award of a CUPCAA contract for the purchase and installation of marque signs. This contract did not include the cost of getting the sites ready for the sign installation.

The marque signs at various locations are in need of electrical installation. (No trenching is included in this bid.)

The district requested quotes from qualified contractors on the district's CUPCAA list. The attached quote is the lowest quote received.

Financial Impact: Fiscal Impact: \$35,000

Funding Source: Measure G Bond

Recommended Motion: Staff recommends approval of bid from Taft Electrical for the electrical installation of the marque signs at various locations.

Attachments:
Bid from Taft Electric

SECTION 00210

BID FORM
(ELECTRICAL INSTALLATION PORTION, NO TRENCHING)

(CUPCCAA PROJECT)

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

FROM: TAFT ELECTRIC CO. INC
(Name of Bidder as listed on License)
1694 EASTMAN AVE
(Address)
VENTURA, CA, 93003
(City, State, Zip Code)
805-642-0121 644-6488
(Telephone) (FAX)
DAVE STEVENSON
(Name(s) of Bidder's Authorized Representative(s) & Title)

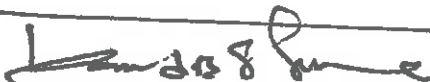
1. Bid.

1.1 Bid Amount. Pursuant to and in compliance with the Notice to Contractors Calling for Bids, the Instructions for Bidders and the other documents relating thereto, the undersigned bidder having reviewed the Instructions for Bidders and all other Contract Documents¹ and upon compliance with all requirements therein with reference to the submittal of this bid, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes, and services necessary to perform the Contract and complete in a workmanlike manner all of the Work required for the Project described as: Marque Sign Repair and Replacement at Multiple Sites (Electrical Installation Portion-No Trenching), RSD Project # 15-0036-1 in accordance with the Contract Documents for the sum of:

"TOTAL" BASE Bid: Marque Sign Repair and Replacement at Multiple Sites (Electrical Installation-No Trenching), RSD Project # 15-0036-1

Thirty Five thousand and No Dollars (\$35,000)
(Amount in Words) (In Numbers)

¹ Capitalized terms used herein shall have the same meanings as those set forth in the General Conditions, Section 700, unless otherwise defined herein.



(CUPCCAA PROJECT) Bid Form - 00210
Marque Sign Repair and Replacement at Multiple Sites
(Electrical Service)
(Electrical Service Installation Bid Portion, No Trenching),
RSD Project # 15-0036-1

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

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

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

Add/Alternate Bid No. 1

NONE Dollars (\$)
(Amount in Words) (In Numbers)

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

Addenda No. , dated through No. , dated , received, acknowledged and incorporated into this bid.

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

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

3. Documents Comprising Bid. The undersigned bidder has submitted as its bid the following: Bid Form (00210), List of Subcontractors (00215), Non-Collusion Affidavit

(CUPCCAA PROJECT) Bid Form - 00210
Marque Sign Repair and Replacement at Multiple Sites
(Electrical Service)
(Electrical Service Installation Bid Portion, No Trenching),
RSD Project # 15-0036-1

(00220) Acknowledgment of Bidding Practices Regarding Indemnity (00210)

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

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

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

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

License Number: 772245
Class C10 Expiration date N/A
Class _____ Expiration date _____

Class _____ Expiration date _____
Class _____ Expiration date _____

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

7. **Designation of Subcontractors.** In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§ 4100, *et seq.*) and amendments thereof, each bidder shall set forth in the Subcontractors List: (a) the name and location/address of the place of business of each Subcontractor who will perform work or labor or render services to the bidder in or about the construction of the Work to be

performed under the Contract Documents in an amount in excess of one-half of one percent (0.005%) of the bidder's bid; and (b) the portion of the Work which will be performed by each listed Subcontractor. The bidder shall list only one Subcontractor for each portion of the Work as is defined by the bidder in its bid. If a bidder fails to list a Subcontractor or if the bidder specifies more than one Subcontractor for the same portion of Work to be performed under the Contract Documents valued in excess of one-half of one percent (0.005%) of the bidder's bid amount, the bidder shall be deemed to have agreed that it is "fully qualified" to perform that portion of the Work itself and that it shall perform that portion of the Work.

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

8. **Confirmation of Figures.** By submitting this bid, the bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned bidder in preparing and submitting this bid.
9. **Acknowledgment and Confirmation.** The undersigned bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned bidder certifies that it has, or as available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.


Signature of Bidder's Authorized Representative

(Corporate Seal)

DANE STEVENSON
Typed or Printed Name

SPECIAL PROJECTS DIV MANAGER
Title

dstevenson@TART2ELECTRIC.COM
E-mail Address of Bidder's Authorized Representative

1000000149 (ATTACHED)
Department Of Industrial Relations Registration Number

6/30/2016
Date

(CUPCAA PROJECT) Bid Form - 00210
Marque Sign Repair and Replacement at Multiple Sites
(Electrical Service)
(Electrical Service Installation Bid Portion, No Trenching),
RSD Project # 15-0036-1

END OF SECTION

10.18



Agenda Item: 10.18. Approval of bid from California Electric Company for the marque sign repairs and replacement at multiple sites (Backfill and AC Concrete Portion only)

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: At the September 16, 2015 board meeting, the board approved the award of a CUPCAA contract for marque signs at five school sites. The approved contract did not include the costs get the sites ready for sign installation.

The marque signs at multiple sites are in need of trenching, back-fill, and concrete work through the CUPCCAA Project. (No electrical work is included in this bid).

Bids were requested from qualified contractors on the district's CUPCAA list. The attached bid was the low bid for this work.

Financial Impact: Fiscal Impact: \$38,595.00

Funding Source: Measure G Bond Funds

Recommended Motion: Staff recommends approval of bid from California Electric Company

Attachments:
Bid from California Electric

SECTION 00210-1

BID FORM
(TRENCHING -BACKFILL-AC-CONCRETE PORTION, NO ELECTRICAL INSTALLATION)
(CUPCCAA PROJECT)

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

FROM: David B. Todd, DBA California Electric Company
(Name of Bidder as listed on License)
2424 Maricopa Hwy
(Address)
Ojai, CA 93023
(City, State, Zip Code)
805-646-6296 805-646-4698
(Telephone) *(FAX)*
David Todd, Owner
(Name(s) of Bidder's Authorized Representative(s) & Title)

1. Bid.

1.1 Bid Amount. Pursuant to and in compliance with the Notice to Contractors Calling for Bids, the Instructions for Bidders and the other documents relating thereto, the undersigned bidder having reviewed the Instructions for Bidders and all other Contract Documents¹ and upon compliance with all requirements therein with reference to the submittal of this bid, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes, and services necessary to perform the Contract and complete in a workmanlike manner all of the Work required for the Project described as: Marque Sign Repair and Replacement at Multiple Sites (TRENCHING-BACKFILL-AC-CONCRETE PORTION, NO ELECTRICAL INSTALLATION), RSD Project # 15-0036-1 in accordance with the Contract Documents for the sum of:

"TOTAL" BASE Bid: Marque Sign Repair and Replacement at Multiple Sites (TRENCHING-BACKFILL-AC-CONCRETE PORTION, NO ELECTRICAL INSTALLATION), RSD Project # 15-0036-1

Thirty-eight thousand five hundred ninety five Dollars (\$ 38,595.00)
(Amount in Words) *(In Numbers)*

¹ Capitalized terms used herein shall have the same meanings as those set forth in the General Conditions, Section 700, unless otherwise defined herein.

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

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

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

Add/Alternate Bid No. 1

NONE Dollars (\$)
(Amount in Words) (In Numbers)

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

Addenda No. 1, dated 2/11/16 through No. 2, dated 2/11/16, received, acknowledged and incorporated into this bid.

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

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

3. Documents Comprising Bid. The undersigned bidder has submitted as its bid the following: Bid Form (00210), List of Subcontractors (00215), Non-Collusion Affidavit (00220), Acknowledgment of Bidding Practices Regarding Integrity (00230). The bidder acknowledges that if this bid is not fully in compliance with applicable

(CUPCCAA PROJECT) Bid Form – 00210-1
Marque Sign Repair and Replacement at Multiple Sites
(Electrical Service)
(TRENCHING-BACKFILL-AC-CONCRETE PORTION, NO ELECTRICAL INSTALLATION),
RSD Project # 15-0036-1

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

4. **Award of Contract.** It is understood and agreed that if written notice of the acceptance of this bid and award of the Contract thereon is mailed, telegraphed or delivered by the District to the undersigned after the opening of bids and within the time this bid is required to remain open or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District the Agreement in the form attached hereto in accordance with the Bid as accepted within ten (10) calendar days after notification of acceptance and award. Concurrently with delivery of the executed Agreement to the District, the bidder awarded the Contract shall deliver to the District: (a) certificates of insurance evidencing all insurance coverage required under the Contract Documents; (b) the performance bond; (c) the labor and material payment bond; (d) the Certificate of Workers' Compensation Insurance; and (e) the drug-free workplace certificate. The Work under the Contract Documents shall be commenced by the undersigned bidder, if awarded the Contract, on the date stated in the District's Notice to Proceed issued pursuant to the Contract Documents and completion of the Work shall be achieved within the Contract Time specified in the Contract Documents.
5. **Notices.** All notices or other correspondence shall be addressed to the District and the bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.
6. **Contractor's License.** The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§ 7000, *et seq.*, under the following:

License Number: 429669

Class <u>A</u>	Expiration date <u>10/31/16</u>	Class _____	Expiration date _____
Class <u>C-10</u>	Expiration date <u>10/31/16</u>	Class _____	Expiration date _____

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

7. **Designation of Subcontractors.** In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§ 4100, *et seq.*) and amendments thereof, each bidder shall set forth in the Subcontractors List: (a) the name and location/address of the place of business of each Subcontractor who will perform work or labor or render services to the bidder in or about the construction of the Work to be performed under the Contract Documents in an amount in excess of one-half of one percent (0.005%) of the bidder's bid; and (b) the portion of the Work which will be performed by

each listed Subcontractor. The bidder shall list only one Subcontractor for each portion of the Work as is defined by the bidder in its bid. If a bidder fails to list a Subcontractor or if the bidder specifies more than one Subcontractor for the same portion of Work to be performed under the Contract Documents valued in excess of one-half of one percent (0.005%) of the bidder's bid amount, the bidder shall be deemed to have agreed that it is "fully qualified" to perform that portion of the Work itself and that it shall perform that portion of the Work.

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

8. **Confirmation of Figures.** By submitting this bid, the bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned bidder in preparing and submitting this bid.
9. **Acknowledgment and Confirmation.** The undersigned bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned bidder certifies that it has, or as available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

D. Todd

Signature of Bidder's Authorized Representative

(Corporate Seal)

David B. Todd

Typed or Printed Name

Owner

Title

David@CaliforniaElectricCompany.com

E-mail Address of Bidder's Authorized Representative

1000008151

Department Of Industrial Relations Registration Number

2/17/16

2-11-14

Date

(CUPCAA PROJECT) Bid Form – 00210-1
Marque Sign Repair and Replacement at Multiple Sites
(Electrical Service)
(TRENCHING-BACKFILL-AC-CONCRETE PORTION, NO ELECTRICAL INSTALLATION),
RSD Project # 15-0036-1

END OF SECTION

10.19



Agenda Item: 10.19. Approval of proposal by David Taussig & Associates, Inc. for Special Tax Administration Services

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: Rio School District is responsible for the administration of the Community Facilities District. This administration involves calculating and levying the tax on the appropriate properties, taking pre payments and monitoring delinquencies and other statutory requirements.

These services were previously provided by the Dolinka Group. The Dolinka Group has experienced a high turnover of personnel handling the district's account. David Taussig & Associates, Inc. have submitted a proposal for Special Tax Consulting Services for the Rio School District.

Financial Impact: Fiscal Impact: (NTE) \$12,500 per year plus expenses.

Funding Source: Administrative Proceeds from the CFD

Recommended Motion: Staff recommends approving the proposal of David Taussig & Associates, Inc.

Attachments:
Special Tax Administration Services of David Taussig

DAVID
TAUSSIG
& Associates, Inc.

**RIO SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT No. 1**

**SPECIAL TAX ADMINISTRATION
SERVICES**

Public Finance
Public Private Partnerships
Urban Economics
Clean Energy Bonds

Prepared by
DAVID TAUSSIG & ASSOCIATES, INC.
5000 Birch Street, Suite 6000
Newport Beach, CA 92660

Newport Beach
San Francisco
San Jose
Riverside
Dallas

**Scope of Work
Special Tax Administration Services**

**Rio School District
Community Facilities District No. 1**

Consultant shall provide financial consulting services to assist the Rio School District ("School District") in the administration of Community Facilities Districts No. 1 (the "CFD"). The focus of these services shall be to determine the special tax rates and to facilitate the collection of the special taxes in each fiscal year by the County of Ventura.

The specific activities and tasks to be performed under this Scope of Work include the following:

Task 1. Land Use Research

This task involves determining, gathering and organizing the land use data required to apportion and collect special taxes, and includes the following subtasks:

- 1.1 Subdivision Research:** Identify and obtain copies of all final tract or parcel maps for the CFD for each Fiscal Year. Determine lot square footage for each parcel.
- 1.2 Development Research:** Determine building permit activity as of January 1 of each year. Identify building permit issuance date, building square footage, and situs address for each new home. Review current Assessor Parcel Maps to determine which parcel numbers will be valid for each fiscal year.
- 1.3 Database Management:** Create automated parcel database to include all parcels. Data items will include Assessor Parcel Number and corresponding tract, lot and unit number, land square footage, building square footage, building permit issuance date, and situs address.

Task 2. Classification of Property

This task involves application of the Rate and Method of Apportionment of the Special Tax for the CFD to determine the appropriate special tax classification for each parcel located within the CFD for each Fiscal Year, and includes the following subtasks:

- 2.1 Exempt Property:** Identify all property owned by public agencies or entities otherwise exempt from the special tax and classify as exempt property.
- 2.2 Taxable Property:** Identify all taxable properties and classify each as "Developed Property" or "Undeveloped Property." Assign each "Developed Property" to the appropriate special tax class.

Task 3. Financial Analysis

This task involves calculating the Special Tax Requirement for each fiscal year and allocating it to property in the CFD for each Fiscal Year, and includes the following subtasks:

3.1 Determine Special Tax Requirement: Assist School District with the preparation of an administrative expense budget. Confirm interest and principal payments. Determine any other charges or credits to tax levy.

3.2 Special Tax Rates: Based on tax classifications and special tax requirement, compute special tax rates for all classifications of taxable property.

Task 4. Report Preparation

This task includes the preparation of an Annual Special Tax Report for the CFD containing the findings of the financial analysis and an explanation of the methodology employed to apportion the special taxes for CFD for each Fiscal Year. Included in the report is a list of special taxes by Assessor's Parcel which can be used as the exhibit to the resolution authorizing the levy and collection of special taxes for each fiscal year (if necessary).

Task 5. Submittal of Special Taxes to County of Ventura

This task involves submitting the special tax levy on or before August 10, of each year, or such other date specified by the County of Ventura to the Auditor-Controller for inclusion on the consolidated property tax bills for each Fiscal Year. The special tax levy will be submitted on magnetic tape or other media as specified by the County.

Task 6. Roll Changes and Adjusted Property Tax Bills

This task involves monitoring any changes to the secured tax roll which necessitate new or adjusted property tax bills. This task includes the calculation of new or adjusted bills and the preparation of requests to the County to prepare such bills.

Task 7. Responses to Property Owner Questions

This task involves the provision of information to individuals and other interested parties regarding the amount and calculation of the special tax.

Task 8. Meetings

Consultant will attend the Board meeting at which the resolution authorizing the levy and collection of special taxes for the CFD is scheduled for adoption.

Task 9. CFD Disclosure

This task involves assisting School District with meeting the annual disclosure requirements of SB 1464, the 1992 Mello-Roos Amendment Bill, and includes the following subtasks:

9.1 Submit required data to the California Debt and Investment Advisory Commission each October in compliance with Section 53359.5 of the Government Code as stated in SB 1464.

9.2 Provide special tax disclosure documents to School District for resale properties pursuant to Section 1102.6b of the Civil Code and Section 53340.2 of the Government Code as stated in SB 1464.

9.3 Assist School District in the preparation of material required by the Continuing

Disclosure Agreement, if applicable.

Task 10. Delinquent Property Owner Research

This task involves the review and research of County records to determine which parcels are delinquent in the payment of property and special taxes, and includes the following subtasks:

10.1 Review special tax payment information from the County of Ventura. Determine which parcels are delinquent and the corresponding amount of delinquent special taxes. Prepare report summarizing the amount of delinquent special taxes.

10.2 Assist School District with the development of procedures to cure delinquent special taxes. Prepare and mail demand letters once a year to owners of delinquent parcels.

Task 11. Prepayment Calculation

This task involves the preparation of a special tax prepayment calculation for all interested parties; note the party requesting the calculation shall pay the cost of this service. This task involves the following subtasks:

11.1 Assist with bond call calculations and coordinate the call with the Paying Agent/Trustee.

11.2 Prepare Notice of Cancellation of Special Tax Lien for parcels that have prepaid the special tax.

**Fee Schedule
Special Tax Administration Services**

**Rio School District
Community Facilities District No. 1**

The proposed budget for completion of Tasks 1 through 10 is time and materials not to exceed \$12,500 per year, plus expenses. DTA shall charge the following hourly rates:

Managing Director	\$220/Hour
Vice President	\$200/Hour
Associate	\$145/Hour
Senior Analyst	\$135/Hour
Analyst	\$125/Hour
Research Assistant	\$100/Hour

In addition, School District shall reimburse DTA for out-of-pocket and administrative expenses by paying a charge equal to 3% of DTA's monthly billings for labor, plus clerical time at \$75 per hour, travel costs, and any outside vendor payments (e.g., County assessor roll), not to exceed a total of \$1,500 per year. All hourly rates for services apply through December 31, 2016 and are subject to a cost-of-living increase at that time. Each month, DTA shall present to School District an invoice covering the current consulting services performed and the reimbursable expenses incurred during the prior month.

Limitations

The budget covers only those tasks outlined in the Scope of Services. If the maximum amount has been exceeded as a result of additional work not covered in the Scope of Services, such additional services in excess of the maximum shall be billed at the hourly rates. Services to be considered additional work will be agreed upon by School District and DTA prior to performance of such services.

DTA DAVID TAUSSIG
& ASSOCIATES

Public Finance
Public Private Partnerships
Urban Economics
Clean Energy Bonds

5000 Birch Street, Suite 6000
Newport Beach, CA 92660
Phone (949) 955-1500
Fax (949) 480-0034

10.20



Agenda Item: 10.20. Approval of proposal by David Taussig & Associates for Special Tax Consulting Services

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: At the February 10, 2016 board meeting, information was presented regarding the issuance of bonds. The third and final issuance of the Community Facilities District bonds is planned. The funds received from this bond issuance will fund the new K-8 STEAM school.

In order to issue the CFD bonds, Special Tax Consulting Services are required. These services are related to the valuation and taxation of parcels within the CFD area. The Rio School District has selected David Taussig & Associates, Inc. to provide Special Tax Consulting Services.

Financial Impact: Fiscal Impact: (NTE) \$25,000 plus expenses

Funding Source: Administrative proceeds from the CFD

Recommended Motion: Approve proposal for David Taussig & Associates, Inc.

Attachments: Special Tax Consulting Services of David Taussig

**RIO SCHOOL DISTRICT COMMUNITY
FACILITIES DISTRICT No. 1
THIRD BOND SERIES**

**SPECIAL TAX CONSULTING
SERVICES**

Public Finance
Public Private Partnerships
Urban Economics
Clean Energy Bonds

Prepared by
DAVID TAUSSIG & ASSOCIATES, INC.
5000 Birch Street, Suite 6000
Newport Beach, CA 92660

Newport Beach
San Francisco
San Jose
Riverside
Dallas

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agencies, local residents and businesses, property owner associations, land developers, public finance professionals, chambers of commerce, and other interested parties.

In addition to the planning and implementation of public financing mechanisms, DTA is involved in the fiscal and economic analysis of land development impacts, project feasibility studies, retail market analyses, and economic development studies. DTA's ability to thoroughly analyze the revenues and costs to a local jurisdiction resulting from new development relates specifically to DTA's extensive experience in the fiscal impact analysis of land development projects. DTA staff has prepared over 550 fiscal impact reports ("FIRs") estimating the revenue and cost impacts of various land use decisions on cities, counties, and special Districts. Our firm has prepared FIRs in conjunction with specific plans, environmental impact reports, incorporations and annexations, reuse studies, general plan amendments, development agreements, and individual project proposals, covering different types of residential, commercial/industrial, and mixed-use projects. The quality of DTA's fiscal work has been recognized by the American Planning Association, which presented the Award of Merit to DTA for its financing program (which included a Fiscal Impact Report) prepared for the County of Santa Barbara. Further information on DTA's experience preparing fiscal impact reports for public agencies, as well as related references, is included in Section C of this proposal.

In terms of economic impact analyses, DTA has prepared over 125 economic impact studies for public agencies and land development firms that identify the general economic impacts of a future or existing development or plan on a municipality in terms of economic output gains or losses, as well as job and wage creation opportunities. DTA is also highly experienced in grant writing for federal and State grant and tax credit programs. All of these capabilities are frequently combined with our infrastructure finance consulting services to develop public infrastructure and services financing strategies and plans.

2. DTA'S SPECIAL DISTRICT EXPERTISE

DTA's special tax formulas and special assessment apportionments, some of which have been in use since 1985, are based on a variety of methodologies that have withstood the test of time. Our firm's objective has been to take a balanced approach and utilize innovative and state-of-the-art techniques that enable all parties to receive the maximum benefit from public financing. DTA is aware of - and has contributed to - the most innovative and creative concepts in land secured public financing. This knowledge and experience has allowed DTA to maximize the capacity of land secured financing programs while minimizing

burdens on homebuyers and other property owners.

Our firm's special tax formulas and special assessment apportionments have been utilized to provide debt service coverage for the sale of over 750 land-secured bond issues, and have provided the firm with considerable experience working with landowners, public agencies, underwriters, bond counsels, and financial advisors to provide special tax apportionment methods satisfactory to all parties. In the process, DTA has also worked frequently with institutional bond purchasers, all of whom are familiar with the firm and its expertise in the field of special tax consulting. DTA has also developed substantial experience and a strong reputation in the areas of overlapping debt analysis, value to lien studies, developer disclosure documentation, and other elements of the bond issuance process.

More specifically, since 1985, DTA has been involved in the formation of over 1,000 CFDs that have funded a wide variety of public facilities and services. Having been involved with Mello-Roos consulting since its infancy, DTA has pioneered many of the industry's techniques and standards. In addition, DTA has established several hundred Assessment Districts that have funded infrastructure, public services and energy improvements. Also, DTA is currently responsible for providing assessment engineering services to all of the Assessment Districts being established by the California Statewide Community Development Authority ("CSCDA"), which include over one dozen AD formations annually for the Statewide Community Infrastructure Program, as well as one-half dozen Property Assessed Clean Energy ("PACE") Programs that have provided clean energy improvements to more than 25,000 parcels Statewide. Today, DTA continues to seek innovative solutions and refine our work product to better serve and protect our clients.

(a) Special District Formations

While DTA's land-secured financing district formation consulting services have covered all types of residential, commercial, and mixed-use developments, we have been particularly successful in financing infrastructure for large-scale projects, including dozens of planned communities. DTA has been singularly responsible for a majority of the technical innovations which have occurred in the special tax consulting field, and many of these innovations are now considered standards in the industry. For example, DTA developed and implemented the first CFD "back-up" taxes, the first efficient special tax prepayment formula (which is now employed industry-wide), special tax zones and improvement areas, principal buydown formulas that allow for flexibility in the land uses ultimately developed within a CFD, and other innovations that strengthen the credit worthiness of CFD bonds. Listed below are examples of some additional

techniques that DTA pioneered which are now being employed throughout the State:

- Utilization of escalating debt service to increase bonding capacity in CFDs.
- Employment of a series of CFDs or one CFD with a series of Improvement Areas or zones for a multi-issue bond program, so that future residents cannot lower the Special Tax and void future bond issues, and to increase bonding proceeds by reflecting increases in property values when later Improvement Areas or zones are established.
- Combining a series of small CFD bond issues, sometimes on separate properties owned by small landowners, into a Marks-Roos Bond Pool to attain economies of scale and build regional as well as local improvements.
- Establishment of boundaries for a CFD that include properties impacted by the CFD's improvements, as well as properties located elsewhere (sometimes owned by the same landowner) in order to increase the CFD's land values for value to lien purposes. The properties located elsewhere can be removed from the CFD when the properties impacted by the financing have appreciated to a satisfactory level of value.
- Combining tax-exempt and taxable bonds within a CFD bond issue to finance public and private improvements.
- Establishment of an A-B bond structure, with senior and junior liens, where B bonds convert to A bonds automatically as property within the CFD is developed.

DTA staff assigned to this engagement with the School District have considerable experience with virtually every CFD financing scenario imaginable. We have participated in special financing Districts with single and multiple property owners; improvement areas and zones; single and multiple series of bonds; escrowed bonds; fixed and variable rate and capital appreciation bonds; and, of course, residential and non-residential land uses. DTA has developed special assessment apportionment methodologies for the financing of master plan capital improvements, local subdivision improvements, public services, and even the undergrounding of existing overhead utilities. We have participated in formation of land-secured Districts containing fewer than 30 dwelling units, as well as Districts containing more than 30,000 dwelling units. Our staff have participated in numerous refundings and restructurings as well. This experience gives us the ability to analyze the School District's needs and match those needs with the

financing mechanism that would maximize the capacity of the financing program while minimizing burdens on homebuyers and other property owners. Furthermore, the variety of financing structures for which we have provided these services have given us a perspective and level of skill that is unmatched in our industry. DTA's financial consulting services and work-product reflect the scrutiny and refinement that can only come through such extensive experience.

DTA's assessment apportionment methodologies and special tax formulas have been utilized for the sale of hundreds of bond issues, and have provided the firm with considerable experience working with property owners, public agencies, underwriters, bond counsels, and financial advisors to provide benefit apportionment methods satisfactory to all parties. In the process, DTA has also worked frequently with institutional bond purchasers, all of whom are familiar with the firm and its expertise in the field of assessment engineering and special tax consulting.

(b) Special District Administration

DTA has served as special tax consultant for numerous cities, counties, water districts, and school districts. DTA levied over 450,000 assessor's parcels in over 350 Districts in fiscal year 2015-2016. In addition, we prepared and/or disseminated more than three hundred (300+) continuing disclosure reports in the last 12 months. In addition to being the State's leading special tax consultant for the formation of CFDs, DTA has also been a leader in the enrollment and collection of special taxes for over 25 years. Therefore, unlike many consulting firms, we bring a depth of experience that is only achieved by providing consulting services on both the formation and administration of special districts. Furthermore, DTA's ability to retain the vast majority of its senior employees enables our firm to provide management expertise that is without peer in the special tax consulting field. The fact that DTA, unlike other firms, encourages its employees to work on both the formation and the administration of CFDs, has provided our staff with a much more comprehensive understanding of the details involved in implementing a successful CFD.

Our staff is extremely knowledgeable with respect to the relevant law governing the enrollment of special taxes and has helped establish the industry's practices through our participation in various trade groups, such as CASTOFF. We are also intimately familiar with County Auditor-Controller, Assessor, Treasurer-Tax Collector, and Recorder practices, which is critical for the successful administration of special Districts. DTA fully utilizes all internet

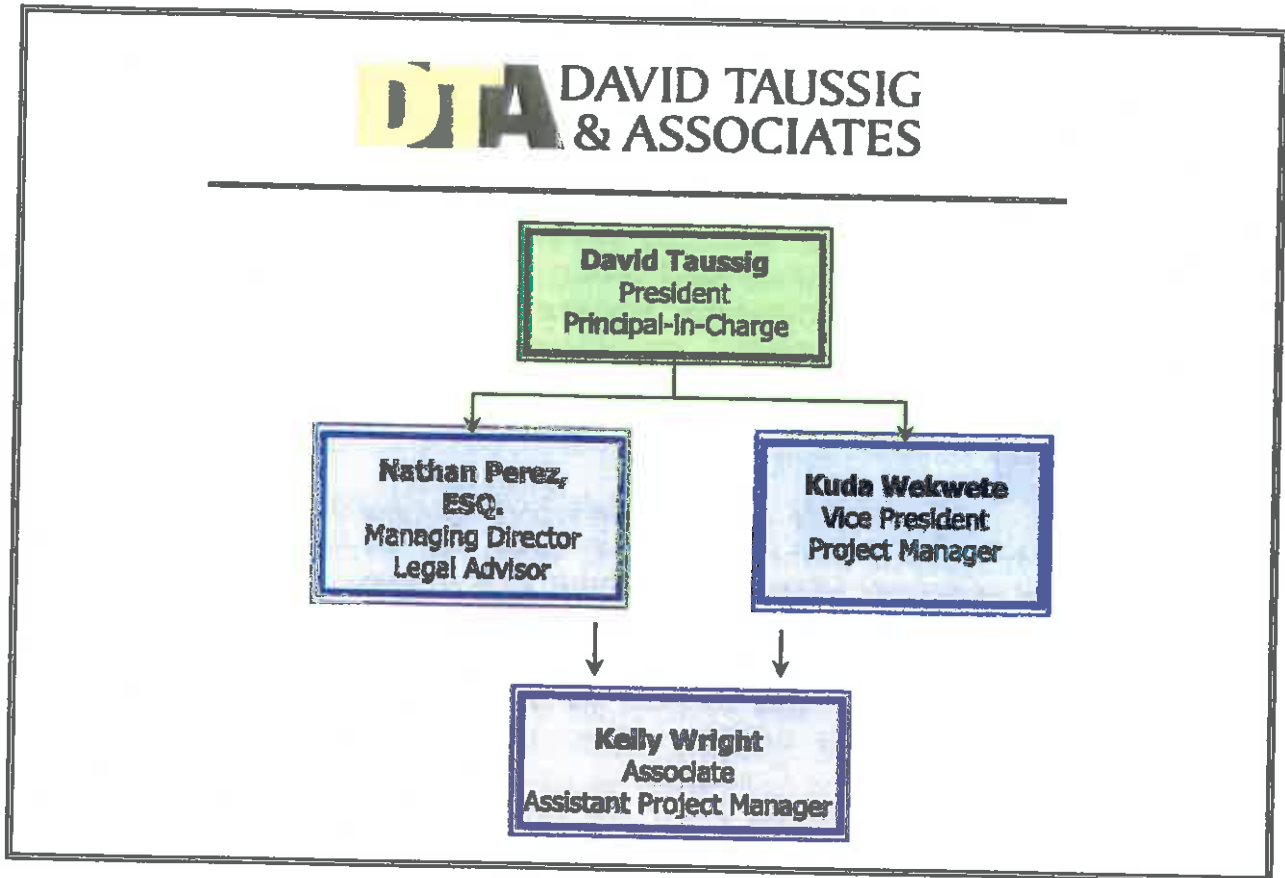
resources, and our staff regularly accesses Assessor and title company files as necessary to establish overlapping debt information and perform other due diligence functions related to special district formations and annual administration.

(c) **Legal Expertise**

Now, as a result of the approval of Proposition 26 by the State's voters in 2010, the validity of assessments and their alleged use to avoid the State Constitutional requirement for a two-thirds (2/3) vote of the registered voters in order to impose a special tax has become a growing problem for municipalities throughout the State.

A series of attorneys have been trolling the State looking for poorly drafted assessments, and the legal standards required are no longer clear. As a result, Mr. Taussig is currently the expert witness opining on the validity of eighteen (18) City of San Diego Property and Business Improvement Districts ("PBIDs") established over the years with the support of at least 50% of the assessment payors in each district. The case is *San Diegans for Open Government vs. City of San Diego*, and the plaintiffs are arguing that a portion of the assessments levied by San Diego in each of these PBIDs provide general benefit and therefore do not qualify as special assessments. They have asked the courts to invalidate all of these PBIDs and require a two-thirds vote before they could be levied by San Diego. While DTA was not the assessment engineer for any of these PBIDs, Mr. Taussig's expertise in the matter was so compelling that the City Attorney and the private attorneys hired by the City requested that he, rather than the engineers who established the assessments, provide expert witness testimony in defense of this City on this issue. The trial is scheduled to begin in San Diego Superior Court in early 2016.

SECTION B ■ DTA STAFF RESUMES
FOR RIO SCHOOL DISTRICT
ENGAGEMENT



DTA has assembled a project team to provide special tax consulting services to the School District with the breadth of experience needed to provide these services in a professional and timely manner. David Taussig would be Principal-in-Charge and would be available to attend meetings and participate in the engagement. Kuda Wekwete, Vice President, would manage the project and would be the School District's primary point of daily contact throughout the course of DTA's involvement. Mr. Wekwete would be responsible for the ongoing execution and completion of the entire work plan – matching the project team's work and deliverables with the School District's needs and objectives. He will also manage the data collection efforts, direct the development of our technical models,

provide senior-level analysis, review progress and work products with School District staff and stakeholders, present findings at project meetings, and finalize necessary documentation. Mr. Wekwete would be assisted in these tasks by Kelly Wright, the Assistant Project Manager, and other support staff. Mr. Nathan Perez would be available to deal with legal issues when they arise related to DTA's special tax consulting work, in cooperation with the School District's bond counsel.

Brief resumes for our senior team members are provided below:

DAVID TAUSSIG



President | dtadavid@taussig.com
Project Role – Principal-in-Charge

Mr. Taussig has nearly 40 years of experience in the fields of real estate finance and urban economics. His areas of expertise include municipal finance programs for infrastructure and public facilities development, fiscal and redevelopment impact analysis, and land development project feasibility studies.

Mr. Taussig has an extensive background in computerized financial analysis. Since founding DTA in 1985, Mr. Taussig has developed a number of state-of-the-art analytical methods and modeling approaches, as well as personally directed the formation of more than 1,000 public financing Districts and the subsequent sale of tax-exempt municipal bonds. These Districts have funded public infrastructure and services for a variety of types of residential and non-residential development, and have included several hundred master planned communities built throughout California, as well as in several other western states. Mr. Taussig's work has involved both the preparation and implementation of financing plans, and his public sector clients have included virtually every major urban county and city within California, as well as hundreds of special Districts. He has provided similar consulting services to many of the largest land development firms in the State. The financing programs implemented by Mr. Taussig have ranged from land-secured Community Facilities Districts and Assessment Districts to redevelopment tax-increment programs and lease revenue-based Certificates of Participation. He is also responsible for DTA's successful efforts related to funding opportunities through federal and State grant programs and various tax credit programs.

Mr. Taussig has also overseen the preparation of numerous feasibility and impact studies involving the computerized analysis of project cash-flows and/or impacts

SECTION B ■ DTA STAFF RESUMES FOR RIO SCHOOL DISTRICT ENGAGEMENT

on public agencies and landowners. This has included several hundred fiscal impact analyses that have evaluated the municipal revenues generated by a land development project as compared with the costs to a municipality of providing public services to that project. In addition, Mr. Taussig has established and implemented development impact fee programs and affordable housing programs for numerous public agencies.

Prior to establishing his own firm, Mr. Taussig was Director of Finance for Gfeller Development Company, where he was responsible for all take-out and construction financing for the Company's residential projects and infrastructure. He also prepared development project proformas that were used by prospective lenders and joint venture partners to evaluate the Company's proposed projects.

Mr. Taussig was previously employed for six years by Mission Viejo Company ("MVC") where, as Manager of Housing and Community Development, he was involved in the planning and financing of two planned communities encompassing over 50,000 homes. These planned communities are now the cities of Mission Viejo and Aliso Viejo in Orange County, California. Mr. Taussig was responsible for a substantial portion of MVC's mortgage financing and infrastructure financing during that period. He also worked for five years in the public sector as the administrator of a federal housing and community development program, and as a land-use planner. Mr. Taussig's educational background includes a Masters in City Planning from the University of California at Berkeley and a B.A. in Economics from Cornell University. He has qualified for full member status with the American Institute of Certified Planners, and is an active member of the Urban Land Institute's national Public Private Partnership Council.

KUDA WEKWETE



Vice President | kwekwete@taussig.com
Project Role – Task Specialist

Mr. Wekwete has a background in mathematical modeling and statistical analysis. Since joining DTA in 2005, Mr. Wekwete has been assisting senior staff at DTA in the formation of Community Facilities Districts, Assessment Districts, Landscaping and Lighting Maintenance Districts, and the sale of special district bonds. His work has involved the preparation of tax spreads and overlapping debt analyses for the formation and/or sale of bonds for over 75 special Districts established throughout California. In this role, Mr. Wekwete has prepared Rates and Methods of Apportionment, CFD and Engineers' Reports, and documents required for the formation of a CFD, the sale of property, and the annual levying of a special tax.

Mr. Wekwete has also been actively involved in the preparation of impact fee studies, especially in the areas of transportation and flood control infrastructure costing and the apportionment of these costs over various land use types based on benefit criteria. His engineering background has enabled him to assist DTA's Vice President of Engineering Services in preparing applications for State flood control grants under the Prop 84 and Prop 1E Programs, as well as applying a variety of apportionment methodologies to the development of fee studies and the establishment of benefit assessment Districts for public sector clients.

Mr. Wekwete also has experience in the preparation of Fiscal Impact Reports, Tax Increment Analyses, Public Facilities Financing Plans, Stormwater Grants and Implementation Grants, and has performed due diligence services and disclosure documentation for land purchasers, public agencies, and lenders.

Mr. Wekwete received his B.S. in Operations Research & Industrial Engineering from Cornell University.

NATHAN PEREZ, ESQ.



Managing Director | nperez@taussig.com
Project Role – Project Manager

Mr. Perez has a background in law, economics, business administration, and statistical analysis. Since joining DTA, Mr. Perez has been involved in all aspects of the formation and implementation of hundreds of Mello-Roos Community Facilities Districts and Assessment Districts located throughout California and other states, with responsibilities related to the development of tax spread proforma analyses, the preparation of rate and method of apportionments, public reports, and the accompanying agreements and bond disclosures. Additionally, Mr. Perez is DTA's Program Manager for the California Statewide Communities Development Authority – Statewide Community Infrastructure Program ("SCIP"), for which DTA acts as the Assessment Engineer and Administrator for new Districts all over the State.

Mr. Perez also has extensive expertise in the preparation, peer-review, and defense of development impact fee studies. This includes considerable work related to the preparation of facilities needs lists and the apportionment of infrastructure and services costs to a variety of land uses based on benefit criteria. He has also specialized in the apportionment of costs and the setting of service levels for the construction and maintenance of law enforcement and fire protection facilities, open space acquisition, parkland, transportation facilities, drainage facilities, government services facilities, community centers, and library facilities. Furthermore, he has also completed nearly 110 fiscal impact reports and 45 economic development analyses for a variety of residential, commercial, and mixed-use developments throughout California, New Mexico, Washington, and Texas. Finally, his experience as an attorney has allowed Mr. Perez to effectively and efficiently evaluate dozens of state and Federal legal, regulatory, and administrative frameworks related to public finance and infrastructure development.

Prior to joining DTA, Mr. Perez worked for the Boston office of an international law firm, where he advised sponsors, managers, and investors on the tax aspects of fund formation and investment. Mr. Perez is admitted to the bar in both Massachusetts and California. Mr. Perez received his law degree from Harvard Law School, and his B.A. in Economics and History, with highest distinction, from the University of North Carolina at Chapel Hill. Mr. Perez is an active member of the Urban Land Institute, where he regularly volunteers with *UrbanPlan*, the California Bar Association, and the Hispanic National Bar Association.

SECTION C ■ DTA SCHOOL DISTRICT REFERENCES

DTA has been the special tax consultant or assessment engineer for some of the largest issuers of special district bond issues in the State. For example, DTA has been the Special Tax Consultant and an Assessment Engineer for the County of Orange since 1986, and has established, sold bonds and provided annual administration services for 25 CFDs and 3 ADs for the County during that 29-year period. To-date, over \$1 billion in bonds have been issued by these ADs and CFDs. We are currently working on selling \$96,000,000 in bonds for CFD No. 2014-1 (Escencia), and our most recent bond issue for the County was \$57,400,000 in bonds sold on behalf of CFD No. 2013-1 (Sendero) in 2013.

DTA is the special tax consultant for seven (7) active CFDs in the City of Los Angeles. The City's CFDs comprise both residential and non-residential projects, including the master planned community known as Playa Vista, which is being developed by Playa Vista, LLC and various merchant builders. At buildout, Playa Vista will consist of approximately 5,890 residential units and 3.5 million building square feet of non-residential property on 367 gross acres. CFD No. 4 (Playa Vista - Phase 1), which was formed in 1999, issued \$135 million in bonds in April 2003. CFD Nos. 5 and 6, which comprise the last two phases in Playa Vista, consist of a special tax for both facilities and services. An additional bond sale is expected as CFD No. 5 develops. In 2010, DTA also assisted the City of Los Angeles with the sale of \$6 million in bonds for CFD No. 8, which was formed in 2006. DTA also participated with the City in a special election approved by registered voters to form CFD No. 9, which will fund improvements for the new, much-publicized downtown street car line.

The following pages list three (3) references and contact information for school district clients served by DTA staff. We encourage you to contact these references to learn firsthand how well the Consultant Team staff meets the needs of its clients.

1. CAPISTRANO UNIFIED SCHOOL DISTRICT, CA

DTA has served as the special tax consultant for the formation of all of Capistrano Unified School District's ("CUSD") CFDs and has been involved in the annual administration CFDs since the first one was established in 1988. Over the years, DTA's analyses and reports have been used by School District staff and board members in determining appropriate courses of action with respect to the CFD program.

Our annual administration services to CUSD include researching all subdivision, parcel change and building permit activity, calculating and enrolling the special taxes, reporting delinquencies, and responding to property owner inquiries. For fiscal year 2015-2016, DTA enrolled over \$34 million in special taxes on more than 33,000 parcels located within the School District's CFDs.

In addition, DTA recently assisted CUSD with the sale of \$57.54 million in refunding bonds issued in July 2013 for CFD No. 90-2 (Talega) and CFD No. 92-1 (Las Flores). DTA is also currently assisting CUSD with the sale of new bonds expected to be issued in the amount of \$7.4 million for CFD No. 2005-1 (Whispering Hills).

- **Mr. Clark Hampton**
Deputy Superintendent
33122 Valle Road,
San Juan Capistrano, CA 92675
(949) 234-9200

2. ROMOLAND SCHOOL DISTRICT, CA

DTA has served as the special tax consultant for all ten of the Romoland School District CFDs, eight of which levied special taxes in fiscal year 2013-2014. To date, the CFDs have sold over \$105 million in special tax bonds. Most recently, DTA assisted in the issuance of CFD bonds in the amount of \$21,815,000 for IA No. 3 of CFD No. 2004-1 (Heritage Lake).

In addition, DTA currently provides annual administration services to the school district. Each year, DTA researches and monitors all parcel change and building permit activity. DTA also reviews monthly bond fund account activity for compliance with the indenture, enrolls the special taxes, reports delinquencies, and answers all property owner inquiries.

For fiscal year 2015-16, DTA enrolled over \$6.4 million in taxes on over 2,900 parcels located within the School District's CFDs.

- **Romoland School**
District
Ms. Hilda Swain
Chief Business Official
25900 Leon Road
Homeland, CA 92548
(951) 926-9244

3. RIVERSIDE UNIFIED SCHOOL DISTRICT, CA

DTA currently serves as the special tax consultant for all 26 of the School District's CFDs, which have sold over \$151.7 million in special tax bonds, including, Mark-Roos refunding bonds in the amount of \$47.1 million issued in August 2012. The 2012 bonds were issued to refund debt for 11 CFDs for the School District. As a result, we were required to prepare tables and various analyses separately for each CFD

SECTION C ■ DTA SCHOOL DISTRICT REFERENCES

and in a very short timeframe. In our role as special tax consultant, we prepared overlapping debt tables, value-to-lien analyses, sample property tax bills, and debt service coverage tables. We also assisted the financing team with the review of bond documents including the official statement. More recently, DTA assisted the School District with the sale of \$6,165,000 in bonds in April 2013 for IA No. 3 of CFD No. 15.

In addition, each year, DTA enrolls the special tax levy for each CFD with the County for placement on the County property tax bills. In our role as annual administrator, DTA researched and monitors all parcel change and building permit activity. DTA also reviews monthly bond fund account activity for compliance with the indentures, enrolls the special taxes, reports, delinquencies, and answers all property owner inquiries.

DTA also assists the School District with the preparation of overlapping debt and value-to-lien statements for the annual disclosure reports for the School District's CFD and GO Bonds.

For Fiscal Year 2015-16, DTA staff enrolled over \$10.2 million in CFD special taxes on over 8,800 parcels within the School District's CFDs.

- **Riverside Unified School District**
Ms. Sandra Meekins
Director of Business Services
PO Box 2800
Riverside, CA 92504
(951) 352-6729

**Scope of Work
Special Tax Consulting Services**

**Rio School District
Community Facilities District No. 1
Third Bond Series**

David Taussig & Associates, Inc. ("DTA") shall provide the following special tax consulting services to the Rio School District ("School District") in connection with the proposed sale of a third series of bonds for the School District's Community Facilities District No. 1 ("CFD No. 1").

Task 1. Special Tax Pro Formas

DTA shall prepare a pro forma cash flow analysis for a third series of CFD No. 1 bonds to be sold in 2016 which may include the following:

- **Special Tax Projections:** Quantify special taxes through the proposed term of the bonds and subtotal by development status and/or other requested criteria.
- **Debt Service Coverage:** Quantify debt service coverage for the third bond series, as applicable.
- **Bond Sizing:** Coordinate with financing team regarding structure and sizing of Third series of bonds.

DTA may prepare up to a total of ten (10) pro formas to analyze bond sizing scenarios. All special tax projections will be based upon building permit, subdivision map, Assessor and other data obtained from the County of Ventura ("County"), the underlying property owners (e.g., homebuilders), and the School District. DTA shall rely upon such data and shall not be responsible for verifying its accuracy.

Task 2. Overlapping Debt and Value-to-Lien Ratios

DTA shall determine CFD and other overlapping land secured bonded indebtedness and assessed value-to-lien ratios. Direct and overlapping debt shall consist of bonded indebtedness secured by a special tax, special assessment, or ad valorem levy against property within CFD No. 1. Assessed values will be based on appraisals provided by the designated appraiser hired by the School District. DTA may prepare up to a total of three (3) iterations of the overlapping debt and value-to-lien ratio analysis. The following subtasks are included:

SECTION D ■ SCOPE OF SERVICES AND FEE SCHEDULE

- **Overlapping Debt Research:** Using data obtained from the County Treasurer-Tax Collector, DTA shall identify public agencies that have issued and are levying to finance land secured debt that overlaps the CFD;
- **Apportionment of Overlapping Debt:** DTA will contact the agencies identified above and/or obtain and review comprehensive annual financial reports to estimate the amount of outstanding and overlapping land secured bonded indebtedness. DTA will allocate the outstanding and overlapping land secured bonded indebtedness at the parcel level in proportion to the Fiscal Year ("FY") 2015-16 special taxes, special assessments, or tax rate, as applicable; and
- **Value-to-Lien Ratio Tables:** DTA will prepare tables showing (i) the estimated overall assessed value-to-lien ratio for the CFD and (ii) the distribution of parcels and indebtedness by assessed value-to-lien ratio ranges specified by the financing team.

Task 3. Property Tax Burden Analysis

As requested, DTA shall prepare an estimate of the FY 2016-17 property taxes, special taxes, and special assessments for the average residential dwelling unit and the corresponding effective tax rate using the average assessed value.

Task 4. Delinquent Special Tax History

As requested, DTA shall prepare a table for the CFD estimating the current and historical delinquent special taxes and delinquency rate.

Task 5. Assessed Value History

As requested, DTA shall prepare a table for the CFD estimating the aggregate assessed value for the current and each of the five prior fiscal years.

Task 6. Top CFD Special Taxpayers

As requested, DTA shall prepare a table for the CFD indicating the property owners responsible for the largest share of CFD special taxes.

Task 7. Document Review

As requested, DTA shall review and provide comments on the preliminary official statement, bond indenture, fiscal agent agreement, and continuing disclosure agreement.

Task 8: Meetings and Teleconferences

As requested, DTA shall (i) attend up to three (3) meetings with School District staff and finance team and/or the Board of Trustees and (ii) participate in finance team conference calls as needed.

**SECTION D ■ SCOPE OF SERVICES
AND FEE SCHEDULE**

**Fee Schedule
Special Tax Consulting Services**

**Rio School District
Community Facilities District No. 1
Third Bond Series**

The proposed budget for completion of Tasks 1 through 8 is time and materials not to exceed \$25,000, plus expenses. DTA shall charge the following hourly rates:

President	\$250/Hour
Managing Director	\$220/Hour
Vice President	\$200/Hour
Associate	\$165/Hour
Senior Analyst	\$150/Hour
Analyst	\$135/Hour
Research Assistant	\$105/Hour

In addition, City shall reimburse DTA for out-of-pocket and administrative expenses by paying a charge equal to 3% of DTA's monthly billings for labor, plus clerical time at \$75 per hour, travel costs, and any outside vendor payments (e.g., County assessor roll), not to exceed a total of \$1,500. All hourly rates for services apply through December 31, 2016 and are subject to a cost-of-living increase at that time. Each month, DTA shall present to City an invoice covering the current consulting services performed and the reimbursable expenses incurred during the prior month.

Limitations

The Scope of Work shall be limited to the preparation of up to ten (10) CFD pro formas, three (3) iterations of the overlapping debt and value-to-lien ratio analysis, and attendance at up to three (3) formal meetings.

DAVID TAUSSIG & ASSOCIATES
PUBLIC FINANCE

DTA DAVID TAUSSIG
& ASSOCIATES

Public Finance
Public Private Partnerships
Urban Economics
Clean Energy Bonds

5000 Birch Street
Suite 6000
Newport Beach, CA 92660
Phone (949) 955-1500
Fax (949) 480-0034

10.21



Agenda Item: 10.21. Resolution No. 1516-21 for the Notice of Completion of site furnishing installations at Rio Vista Middle School by School Specialty, Inc.

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the General Contractor certifies that the subcontractor has progressed as indicated, the quality of the work is in accordance with the Contract Documents and that the Subcontractor is entitled to payment of the amount certified.

Financial Impact: Financial Impact none

Recommended Motion: The staff recommends that the Resolution for the Notice of Completion be approved with School Specialty, Inc.

Attachments:
Notice of Completion for School Specialty
Notice of Completion

RIO SCHOOL DISTRICT

RESOLUTION NO. 1516-21

**NOTICE OF COMPLETION FOR THE SITE FURNISHING INSTALLATIONS AT
RIO VISTA MIDDLE SCHOOL BY SCHOOL SPECIALTY, INC.**

WHEREAS, pursuant to Resolution No. 1415/17, adopted April 15, 2015, the Rio School District ("District") board of trustees authorized the Superintendent and the Assistant Superintendent of Business Services to prepare bid documents for the provision of various construction services related to the installation of site furnishings at Rio Vista Elementary School, Project No.15-0050G; and

WHEREAS, the Superintendent , Assistant Superintendent of Business Services, and staff members of the District's construction management company prepared the Bid Documents and solicited responsive and responsible bids in accordance with Public Contract Code Sections 20111, *et seq.*; and

WHEREAS, the responses to the Bid Documents were due June 10, 2015; and

WHEREAS, at a regularly scheduled meeting of the District's Board of Trustees ("Board") on June 15, 2015, the District awarded the bid to School Specialty, Inc. ("Contractor"), as the lowest, responsive bidder; and

WHEREAS, Contractor subsequently commenced the work on the 2015 Site Furnishing Installations; and

WHEREAS, on February 23, 2016, the project construction manager for the 2015 Modification Project confirmed that the work has been DSA closed and certified with all punch list items complete in accordance with the plans and specifications; and

WHEREAS, District has now determined to file the Notice of Completion, attached hereto as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby accepts the Notice of Completion for the 2015 Site Furnishings Installations at Rio Vista Middle School.
3. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the ___ day of ____, 201__ by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

**Eleanor Torres,
President of the Board of Trustees**

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: **Rio School District**
 2500 E. Vineyard Ave. Ste 200
 Oxnard, CA 93036

PROJECT NO: 15-0050G APPLICATION NO: 1 Distribution to: CONSTRUCTION MANAGER

PROJECT TITLE: Site Furnishing Installations at Rio Vista PERIOD TO: 2/28/2016

FROM: **School Specialty, Inc.**
 P.O. Box 8030
 Appleton, WI 549-8030

DISTRICT

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract, Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM \$ 61,829.62
2. Net change by Change Orders \$ -
3. CONTRACT SUM TO DATE \$ 61,829.62
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 61,829.62
5. RETAINAGE
 - a. 5 % of Completed Work (Column D + E on G703) \$ 3,091.47
 - b. 0 % of Stored Material (Column F on G703) \$ -
- Total Retainage (Line 5A + 5b or Total in Column I of G703) \$ 3,091.47
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 58,738.02
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates) \$ -
8. CURRENT PAYMENT DUE \$ 58,738.02
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) \$ 3,091.47

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Trade Contractor: Specialty, Inc. Date: 2/23/16

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the General Contractor certifies to the Owner that to the best of the General Contractor's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Subcontractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED, \$ 58,738.02
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this

By: [Signature] Date: 2/24/16
 Construction Manager

By: N/A Date: N/A
 Inspector

By: N/A Date: N/A
 Architect

By: [Signature] Date: 2/26/16
 AIA USD:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this month		
TOTALS		
NET CHANGES by Change Order		

CONDITIONAL WAIVER AND RELEASE ON
PROGRESS PAYMENT
(Chil Code, § 6132)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying information:

Name of Claimant: SCHOOL SPECIALTY INTL.
Name of Customer: RID SCHOOL DISTRICT
Job Location: RID VISTA MIDDLE SCHOOL
Owner: RID SCHOOL DISTRICT
Through Date: 2-29-2016

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and services provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Master of Check: RID SCHOOL DISTRICT
Amount of Check: \$ 58,738.02
Check Payable to: SCHOOL SPECIALTY INTL.

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: _____
Amount(s) of unpaid progress payment(s): \$ _____

- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____

Sean Ad

Claimant's Title: _____

ASSISTANT SECRETARY / OPERATIONS MANAGER

Date of Signature: _____

2-23-16



P. O. Box 8030
Appleton, WI 54912-8030

SEND ORDERS & CORRESPONDENCE TO
SCHOOL SPECIALTY
PO BOX 1579
APPLETON, WI 54912-1579

Toll Free Phone (888) 388-3224
Toll Free Fax (888) 388-6344

Corporate FID# 39-0971239

INVOICE

Invoice Number : 308102392470
Order/Ref Number : 27389453
Invoice Date : 15-JAN-2016
Customer Number : 236550
PO Number : G1600100
Ship To Attention :
Bill To Attention :
Page 1 of 2
Currency : USD 001-811-01

Ship To : RIO VISTA MIDDLE SCHOOL
3050 THAMES RIVER DR
OXNARD, CA 93036-5338

Bill To : RIO ELEMENTARY SCHOOL DISTRICT
2500 E VINEYARD AVE
STE 200
OXNARD, CA 93036-1376

On receipt of order, examine the carton contents for damage or lost product. Retain damaged items and their packaging. Contact us within 10 days for damage, 30 days for shortages. Product returned without authorization, additional items not part of the original authorization, or products arriving in an unsealable condition will not be eligible for credit and product will not be shipped back to the customer.

Our helpful Customer Care resources are available 24/7 at www.schoolspecialty.com/customer-care. Track your order, report incomplete orders or damages, obtain order documentation and more!

Quantity Ordered	UOM	Quantity Shipped	Quantity Remaining	Ordered Item	Our Item (if different)	Description	Unit Price	Net Price	Extended Price
<p>Consolidated Invoice - this Order is now complete. The following item(s) shipped 16-DEC-2015 to - 3050 THAMES RIVER DR on our shipper no - 208115840823 atn -</p>									
16	EA	16		1544594		Round table is Webcoat. Benches are Ultra Site.			
24	EA	24		1544590		INSTALLATION CHARGES VIA PREVAILING WAGES			
24	EA	24		1544591		TCPN PIGGYBACK CONTRACT #R141608			
38	EA	38		1544590		BENCH 6 FT 3 SLAT SURFACE MOUNT	524.490	524.490	8391.84
1	EA	1		INSTALL		PARTS COVER PLATES FOR BENCHES PAIR	41.210	41.210	989.04
						BENCH 6FT 3X4PLANKS FLAT SLAT SURFACE MOUNT	778.560	778.560	18885.44
						PARTS COVER PLATES FOR BENCHES PAIR	41.210	41.210	1483.86
						INSTALLATION CHARGES	7011.000	7011.000	7911.00
								Subtotal \$	38860.88
								Taxes \$	2924.87
								Shipping/Handling \$.00
							Shipment	Total \$	39495.75
<p>The following item(s) shipped 22-DEC-2015 to - 3050 THAMES RIVER DR on our shipper no - 208115841635 atn -</p>									

<< tear along this perforation >>

REMITTANCE STUB

To ensure proper credit, please return this portion with remittance.

Customer Name: RIO ELEMENTARY SCHOOL DISTRICT
and PO Number: G1600100

Customer Number : 236550 USD
Invoice Number : 308102392470
Invoice Date : 15-JAN-2016
Due Date : 14-FEB-2016
Taxes : \$ 4579.96
Shipping/Handling : \$ 0.00
Invoice Amount : \$ 61829.50
Less payments : \$ 0.00
Balance DUE: \$ 61829.50
-3,081.47 (5% Retention)
Remittance Amount : \$ 58,738.02

Make Checks
Payable To: SCHOOL SPECIALTY
& Mail To: 32668 COLLECTION CENTER DR
CHICAGO, IL 60693-0326



0032656308102392470000618295000061829508

Quantity Ordered	UOM	Quantity Shipped	Quantity Remaining	Ordered Item	Our Item (if different)	Description	Unit Price	Net Price	Extended Price
36	EA	36		1136351		SPECIFY - COVER - LARGE SURFACE MOUNT FOR 2 7/8" TUBING - SET OF 2 BLACK	68.950	45.680	1890.48
18	EA	18		1136381		SPECIFY - TABLE - 48" ROUND - 4 ATTACHED CONCAVE SEATS - WEB STYLE - PORTABLE OR SURFACE MOUNT BROWN SEAT BLACK FRAME	1644.950	1056.010	19008.18
								Subtotal \$	20888.66
								Taxes \$	1655.00
							Shipping/Handling \$.00	
							Shipment Total \$	22543.76	
The following items(s) shipped 14-JAN-2016 to - 3050 THAMES RIVER DR on our shipper no - 206115720103 atn -								Subtotal \$.00
								Taxes \$.00
								Shipping/Handling \$.00
								Shipment Total \$.00
								Subtotal \$	57240.64
								Taxes \$	4578.00
							Shipping/Handling \$.00	
							INVOICE Total \$	61818.64	

Standard delivery terms shall be F.O.B. origin. Ownership and title shall pass to Buyer when products are delivered to Carrier unless otherwise agreed to in writing.

SECTION 00010

(CUPCCAA PROJECT)

SCHOOL DISTRICT: Rio School District

PROJECT: Site Furnishing Installations at Rio Vista Middle School, Oxnard, Ca

PROJECT NO.: 15-0050G

PRE-BID JOB WALK: N/A

CONTRACTORS LICENSE CLASSIFICATION: (A) General Engineering Contractor for Site Concrete Work/School Site Furnishings Vendor for Outdoor Furniture-Tables-Benches (CUPCCAA)

In accordance with the provisions of Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, the District requires that the bidder possess the appropriate license for the work to be performed at the time the bid is submitted. Appropriate licenses are noted above; more than one license may be required. This list in no way relieves the contractor from fulfillment of any legal requirement or licensing necessary for performance of its work.

TIME, DATE & PLACE TO SUBMIT BIDS: November 3, 2015 by Close of Business (5pm)
At the Rio School District Office, 2500 Vineyard Ave, Suite 100, Oxnard, Ca. 93036

OBTAIN/EXAMINE DOCUMENTS: Provided by the Rio School District as a separate email scope. This is a CUPCCAA Project.

(THIS IS A DEPARTMENT OF INDUSTRIAL RELATIONS PROJECT. ALL DIR REQUIREMENTS FOR REPORTING OF WAGES SHALL APPLY)

PREVAILING WAGES: The Department of Industrial Relations, State of California ("DIR"), has determined the general prevailing rates of per diem wages applicable to this work, including holiday and overtime work and employer payments for health and welfare, pension, vacation and similar purposes. The DIR's schedule of rates is available on the Internet at http://www.dir.ca.gov/OPRL/statistics_and_databases.html or through the Business Services Department of the Rio School District, 2500 East Vineyard Avenue, Oxnard, California 93036, and will be made available to any interested party upon request.

MANDATORY REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS: Senate Bill 854 requires ALL contractors/subcontractors submitting bids on public works projects to be registered with the DIR for purposes of labor compliance. No bid will be accepted by the District from any contractor/subcontractor who is not registered with the DIR at the time the bid is submitted. Any bidding contractor/subcontractor submitting a bid without being registered with the DIR at the time of bid will have their bid rejected as being non-responsive. **Bidding contractors and subcontractors must submit proof of DIR registration with their bid.**

PLEASE BE ADVISED, this project is estimated to exceed \$25,000, or \$15,000 for alteration, demolition, repair or maintenance, and, therefore, is subject to the DIR compliance monitoring

and enforcement requirements set forth in California Code of Regulations, Title 8, Chapter 8, Subchapter 4.5. (See also Cal. Labor Code § 1771.5.) Therefore, the contractor and all subcontractors for this project must furnish certified payroll records to the DIR's Compliance Monitoring Unit at least monthly, or within ten (10) days of any separate request by the Compliance Monitoring Unit, in the manner required by the Compliance Monitoring Unit.

INQUIRIES:

For further information contact:

Rio School District
Kristen Pifko, Asst. Superintendent of Business Services
(805) 485-3111

or

Balfour Beatty Construction
Keith Henderson, Construction Manager/District Representative
(805) 983-1558

END OF SECTION

SECTION 00215

DESIGNATION OF SUBCONTRACTORS

(Must be submitted with bid)

1. In compliance with the Subletting and Subcontracting Fair Practices Act (Government Code Section 4100, *et seq.*) and any amendments thereof, each bidder shall set forth below:
 - a. The name and the location of the place of business of each services to the prime contractor in or about the construction of the work or improvement to be performed under this contract in an amount in excess of one-half of one percent (0.005%) of the prime contractor's total bid, and
 - b. The portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in this bid.
2. If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent (0.005%) of the prime contractor's total bid, the prime contractor shall be deemed to have agreed to be fully qualified to perform that portion of work, and that it shall be performed by the contractor.
3. No prime contractor whose bid is accepted shall:
 - a. Substitute any subcontractor without written approval by the District,
 - b. Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid,
 - c. Sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as was originally bid and did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

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

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate.

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

END OF SECTION

11.1



Agenda Item: 11.1. Items for Future Board Meetings-April 13,2016

Attachments:

