

11.7



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

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

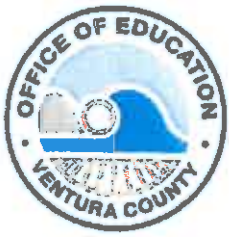
Rationale: Pursuant to Education Codes 49452 and CCR Title 17 Section 2951, the governing board of any school district shall provide for the testing of the sight and hearing and to find students with a high probability of hearing loss and monitor students with previous screening failure. Hearing screenings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

Financial Impact: Financial Impact: \$30,000

Funding Source: General Fund

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

Attachments:
Hearing Conservation



VENTURA COUNTY OFFICE OF EDUCATION

Stanley C. Mantooth, County Superintendent of Schools

SERVICES AGREEMENT

Requisition Number _____

Purchase Order Number _____

Contract Number _____

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

DISTRICT.

District _____

Telephone Number _____

Street Address _____

Fax Number _____

City, State, Zip code _____

E-mail Address _____

Tax Identification or Social Security Number _____

License Number (if applicable) _____

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

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

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

2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status, and is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

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

3. **NON-EXCLUSIVITY.**

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

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

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on July 1, 2016, and terminate on June 30, 2017. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

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

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

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

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

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

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

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it

is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

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

_____	<u>Ventura County Office of Education</u>
District	Provider
Attn: _____	Attn: <u>Tom Etchart</u>
_____	<u>5189 Verdugo Way</u>
Street	Street
_____	<u>Camarillo, CA 93012</u>
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
- A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.
- Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.
12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

District will provide the Provider with a certificate of insurance, or a substantially equivalent document, showing evidence of District's workers' compensation insurance coverage, general liability insurance coverage, professional liability (errors and omissions) insurance coverage, and abuse/molestation insurance coverage. The Provider will provide District with a certificate of insurance, or a substantially equivalent document, showing evidence of the Provider's workers' compensation insurance coverage and general liability insurance coverage. The Provider shall be named an additional insured on the District's general liability insurance coverage and on the District's abuse/molestation insurance coverage. District shall be named as an additional insured on the Provider's general liability insurance coverage.

Worker's Compensation insurance will be maintained at statutory limits and all other insurance will have limits of \$1,000,000.

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

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

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

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

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

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

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

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney's fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District. If the District does not request District's document(s) for a particular service, Provider will retain document(s) as required by law.
21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.
22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each

party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

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

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

	_____	<u>Ventura County Office of Education</u>
	District	Provider
By:	_____	_____
	Signature	Signature
	_____	<u>Tom Etchart</u>
	Name	Name
	_____	<u>Director, Internal Business Services</u>
	Title	Title
	_____	_____
	Date	Date

STATEMENT OF WORK

Description of Work

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

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

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

Schedule of Fees

Hearing Conservation Service*	Fees**	Check for All Services***	
		YES	NO
Hearing Screening (by audiometrist for students in general education classrooms)	\$1000/day \$500/half day	<input type="checkbox"/>	<input type="checkbox"/>
Functional Hearing Screening – Special Education (by audiologist for students with moderate/severe disabilities in special day classes)	\$1200/day \$600/half day	<input type="checkbox"/>	<input type="checkbox"/>
Educational Audiology Services (services to students in public, private, and charter schools who are <i>not</i> identified with special education eligibility in the area of deafness, hard of hearing, or other low incidence disability, e.g. VI or OI, or otherwise are not eligible for SELPA funding)	\$130/hour	<input type="checkbox"/>	<input type="checkbox"/>
Audiological/Hearing Evaluation at VCOE (comprehensive hearing testing to determine the presence and characteristics of hearing loss)	\$130	<input type="checkbox"/>	<input type="checkbox"/>
Hearing Aid/Cochlear Implant Evaluation at VCOE (evaluation of a student’s hearing function while using their personal hearing device)	\$200	<input type="checkbox"/>	<input type="checkbox"/>
(Central) Auditory Processing (CAPD) Assessment at VCOE (covers CAPD services through the assessment and report dissemination)	\$750	<input type="checkbox"/>	<input type="checkbox"/>
(Central) Auditory Processing (CAPD) Post-Assessment Services (hourly rate for all consultation, communications, IEP attendance, and other related services beyond the assessment and report)	\$130/hour billed to the ¼ hour	<input type="checkbox"/>	<input type="checkbox"/>

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

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

***All services require pre-authorization from designated district personnel.

Description of Hearing Services

1. Hearing Screening

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

- Students in grades TK and/or K, 2, 5, 8, 10th
 - (th10 grade students must be included only if district did not submit/receive approval from state for 10th grade screening waiver)
- Students in any grade for the purpose of monitoring previous hearing screening failure
- Students referred due to teacher or parent concern
- Students at first entry into the California public school system (which would include TK/JK students)
- Students in special education at the initial entry to special education and every third year thereafter (usually corresponding with the triennial IEP assessment)
 - Special education students within general education classrooms in the mandated grades will be screened along with their peers regardless of their IEP status.
 - Special education students in special day classes for students *with mild involvement* (likely capable of responding with conventional procedures) in need of screening will be identified by school personnel.
 - Additional special education students *with mild involvement* that fall outside the mandate can be included at the discretion of school personnel.
- Second visit 2-6 weeks post initial screening to re-test failures and catch previously absent students

2. Functional Hearing Screening

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

3. Educational Audiology Services

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

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

4. Audiological / Hearing Evaluation Services

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

5. Hearing Aid/Cochlear Implant Evaluations

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

6. (Central) Auditory Processing (CAPD) Assessment

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

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

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

Work Schedule

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

Payment Schedule

Districts will be billed quarterly.

11.8



Agenda Item: 11.8. Approval of Hip Hop Mindset Contract to provide Dance Instruction

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

Financial Impact: Fiscal Impact: 5390.00

Funding Source: General Fund

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

Attachments:
HHM



HIP HOP MINDSET AGREEMENT

Activity: HHM Dance Program

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

Location:

Rio Lindo Elementary
2131 Snow Ave
Oxnard CA, 93036

Begin Date: April 27, 2016

End Date: June 3, 2016

Dates:

Wednesday	4/27/2016	10:30AM
Thursday	4/28/2016	12:00PM & 1:15PM
Friday	4/29/2016	10:30AM
Wednesday	5/4/2016	10:30AM
Thursday	5/5/2016	12:00PM & 1:15PM
Friday	5/6/2016	10:30AM
Wednesday	5/11/2016	10:30AM
Thursday	5/12/2016	12:00PM & 1:15PM
Friday	5/13/2016	10:30AM
Wednesday	5/18/2016	10:30AM
Thursday	5/19/2016	12:00PM & 1:15PM
Friday	5/20/2016	10:30AM
Wednesday	5/25/2016	10:30AM
Thursday	5/26/2016	12:00PM & 1:15PM
Friday	5/27/2016	10:30AM
Wednesday	6/01/2016	10:30AM
Thursday	6/02/2016	12:00PM & 1:15PM
Friday	6/03/2016	10:30AM

Total Classes: 24

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

Class Duration: 1 Hour

Students Allowed Per Class: 30

SERVICES PROVIDED BY HIP HOP MINDSET:

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

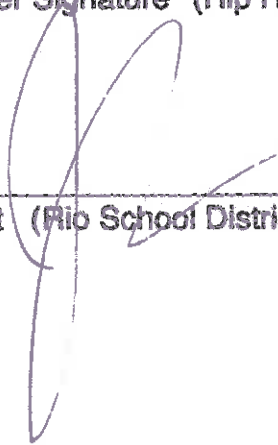
ACKNOWLEDGMENT AND AGREEMENT

I have read this agreement and agree to its terms



Provider Signature (Hip Hop Mindset)

4/25/16
Date



District (Rio School District)

4/25/16
Date



HIP HOP MINDSET AGREEMENT

Activity: HHM Dance Program

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

Location:

Rio Rosales Elementary
1001 Kohala St
Oxnard CA, 93036

Begin Date: May 3, 2016

End Date: June 3, 2016

Dates:

Tuesday	5/03/2016	2 Classes	10:00AM & 11:00AM
Thursday	5/05/2016	2 Classes	8:30AM & 9:15AM
Friday	5/06/2016	2 Classes	8:30AM & 9:15AM

Tuesday	5/10/2016	2 Classes	10:00AM & 11:00AM
Thursday	5/12/2016	2 Classes	8:30AM & 9:15AM
Friday	5/13/2016	2 Classes	8:30AM & 9:15AM

Tuesday	5/17/2016	2 Classes	10:00AM & 11:00AM
Thursday	5/19/2016	2 Classes	8:30AM & 9:15AM
Friday	5/20/2016	2 Classes	8:30AM & 9:15AM

Tuesday	5/24/2016	2 Classes	10:00AM & 11:00AM
Thursday	5/26/2016	2 Classes	8:30AM & 9:15AM
Friday	5/27/2016	2 Classes	8:30AM & 9:15AM

Tuesday	5/31/2016	2 Classes	10:00AM & 11:00AM
Thursday	6/02/2016	2 Classes	8:30AM & 9:15AM
Friday	6/03/2016	2 Classes	8:30AM & 9:15AM

Total Classes: 30

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

Class Duration: 1 Hour

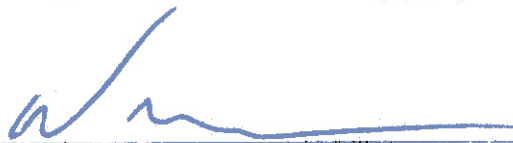
Students Allowed Per Class: 30

SERVICES PROVIDED BY HIP HOP MINDSET:

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

ACKNOWLEDGMENT AND AGREEMENT

I have read this agreement and agree to its terms



Provider Signature (Hip Hop Mindset)

4/25/14

Date

District (Rio School District)

Date



HIP HOP MINDSET AGREEMENT

Activity: HHM Dance Program

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

Location:

Rio Del Norte Elementary
2500 Lobelia Dr
Oxnard CA, 93036

Begin Date: April 26, 2016

End Date: May 25, 2016

Dates:

Tuesday	4/26/2016	2 Classes	8:00AM & 8:45AM
Wednesday	4/27/2016	2 Classes	8:00AM & 8:45AM
Tuesday	5/03/2016	2 Classes	8:00AM & 8:45AM
Wednesday	5/04/2016	2 Classes	8:00AM & 8:45AM
Tuesday	5/10/2016	3 Classes	8:00AM & 9:00AM & 10:00AM
Wednesday	5/11/2016	2 Classes	8:00AM & 9:00AM
Tuesday	5/17/2016	3 Classes	8:00AM & 9:00AM & 10:00AM
Wednesday	5/18/2016	2 Classes	8:00AM & 9:00AM
Tuesday	5/24/2016	3 Classes	8:00AM & 9:00AM & 10:00AM
Wednesday	5/25/2016	2 Classes	8:00AM & 9:00AM

Total Classes: 23

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

Class Duration: 1 Hour

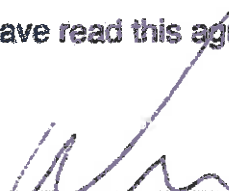
Students Allowed Per Class: 30

SERVICES PROVIDED BY HIP HOP MINDSET:

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

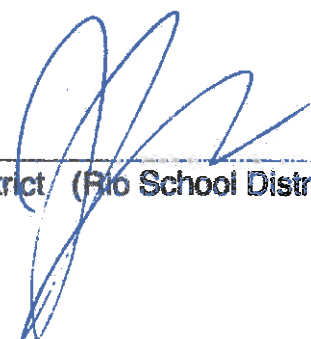
ACKNOWLEDGMENT AND AGREEMENT

I have read this agreement and agree to its terms



Provider Signature (Hip Hop Mindset)

4/21/2014
Date



District (Rio School District)

4/25/14
Date

11.9



Agenda Item: 11.9. Approval of Contract Extension for Godoy Studios

Speaker: Superintendent Puglisi

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

Financial Impact: Financial Impact: 11,500.00

Funding Source: LCFF

Recommended Motion: Staff recommends approval.

Attachments:

11.10



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

**Quick Summary /
Abstract:**

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

Financial Impact: \$5,000

Source: General Fund

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

**Attachments:
Typing Agent Quote**

Typing Agent
 51 W Dayton Street
 Suite 302
 Edmonds WA 98020
 Phone: (425) 880-2500



Rio School District
 Jay Sorensen
 2500 E Vineyard Ave
 Oxnard CA 93036-1240

Estimate #:	0001531
Date:	March 14, 2016
Estimate Total (USD):	\$5,000.00

To view your estimate online » Go to: <https://typingagent.freshbooks.com/view/34uq8GHRlNJHQwvG>

Item	Description	Unit Cost (\$)	Quantity	Price (\$)
Typing Agent Membership	Expire Date: Mar 11, 2017, Students Allowed: 5000, Order Type: First Order 4.2	5,000.00	1	5,000.00
NOTES: We can add a proration through end of year as well to get on a yearly July 31 renewal date.				
			Subtotal:	5,000.00
			Estimate Total (USD):	\$5,000.00
<p>Thank you for requesting an estimate for Typing Agent.</p> <p>To accept this accept simply click "Accept" at the top of the page and an invoice will be automatically generated and you and your students will be able to jump right in and start using Typing Agent right away. Payments are due 30 days from time of invoicing.</p> <p>Questions? E: support@typingagent.com P: 425.880.2500</p>				

11.11



Agenda Item: 11.11. Approval of the Contract with Redbird Advanced Learning Contract

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

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

Scope of Project

1. 21st Century Professional Learning Platform • Build capacity for next generation classroom mindset and instructional deliver. • Course Library includes the following modules (20+ hours of professional learning):
 - o Introduction to Blended Learning (3-5 hours)
 - o Technology Integration (4-5 hours)
 - o Advanced Blended Learning (4-5 hours)
 - o Project-based Learning (3-5 hours)
 - o GAFE Level 1 Training (3-5 hours)
2. 21st Century Learning Professional Learning and Ongoing Support • Building Capacity across district and school leadership and teachers • On-Site Observation and Implementation Reviews • Leadership Coaching • Program Management • Blended learning implementation support for School Leaders and Teachers

DESCRIPTION OF COURSES, SERVICES, AND FEES PLATFORM LICENSES and PROFESSIONAL DEVELOPMENT SERVICES

Description	Cost/Unit	# of Units	Total Cost
-------------	-----------	------------	------------

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

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

*On-Site Observation and Implementation Review Visits (twice a year, 2-3 hours per site) \$750/site 16 \$12,000



***Leadership Coaching (building internal capacity for observation and coaching within Rio) \$250/hr 20 \$5,000 Ongoing implementation and Client Care support to leadership (monthly 30 min check-in meetings) Included N/A Included**

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

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

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

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

**Attachments:
Redbird PD proposal**



REDBIRD

ADVANCED LEARNING

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



Project Description and Fee Structure

Rio School District

Oxnard, CA

Professional Development Services

For questions regarding this proposal, please contact Jason Green, Executive Director, jgreen@redbirdlearning.com or 646.291.9010

PROJECT DESCRIPTION and Fee Structure for Rio School District, Oxnard, CA

June 30, 2016- June 30, 2017

SCHOOL IMPLEMENTATION

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

ABOUT REDBIRD ADVANCED LEARNING

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

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

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

ABOUT REDBIRD PROFESSIONAL LEARNING PLATFORM

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

HIGHLY ENGAGING

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

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

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

4. **Connect:** Teachers connect with their peers by sharing opinions and by responding to questions posed by the platform to the community of participating teachers via a Twitter-like social media thread, all of which is designed to encourage grassroots sharing of pedagogy.
5. **Dive:** Teachers have the incentivized opportunity to dive deeper into a tile's concept.

SELF-PACED

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

SELF-DIRECTED

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

SCOPE OF PROJECT

OVERVIEW

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

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

PROGRAM MANAGEMENT

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

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

Professional Learning Workshops for Teachers

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

Coaching Sessions for Administrator and Teacher Leaders

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

COURSE LIBRARY

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

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

COURSE LICENSES

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

RIO SCHOOL DISTRICT: REQUIRED SUPPORT FOR THE PROJECT

DESIGNATED COORDINATOR

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

TECHNICAL REQUIREMENTS

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

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DESCRIPTION OF COURSES, SERVICES, AND FEES

PLATFORM LICENSES and PROFESSIONAL DEVELOPMENT SERVICES			
Description	Cost/Unit	# of Units	Total Cost
REDBIRD PROFESSIONAL LEARNING PLATFORM annual teacher licenses, including access to currently available courses: Blended Learning (3 Modules), GAFE & PBL). ¹	\$150/teacher per year	241	\$36,150
REDBIRD PROFESSIONAL LEARNING PLATFORM teacher training to ensure increased usage over 2015-2016	\$2500/day	3	\$7,500
On-Site Observation and Implementation Review Visits (twice a year, 2-3 hours per site)	\$750/site	16	\$12,000
Leadership Coaching (building internal capacity for observation and coaching within Rio)	\$250/hr	20	\$5,000
Ongoing implementation and Client Care support to leadership (monthly 30 min check-in meetings)	Included	N/A	Included
Ongoing review and checks of teacher progress to assess and ensure high quality work product	Included	N/A	Included
Platform Licenses & Professional Development Services Subtotal			\$60,650
TEACHER TRAINING AND IMPLEMENTATION SUPPORT			
SUBTOTAL			\$60,650
Partnership Discount (10%)			(\$6,065)
TOTAL			\$54,585

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

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

REDBIRD ADVANCED LEARNING, LLC

Rio School District

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

 Name:
 Title:
 Date:

APPENDIX 1 - REDBIRD PROFESSIONAL LEARNING PLATFORM

THE REINVENTION OF PROFESSIONAL DEVELOPMENT



REDBIRD ADVANCED LEARNING INTRODUCES THE REDBIRD LEARNING PLATFORM

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

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

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

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Table of Contents

Experience Blended Learning Course

Module 1: Introduction to Blended Learning

Sections	Tile Number	Tile Name
The Modern Classroom & 21st Century Learner	1	Learners in The 21st Century Classroom
	2	The Technology-enhanced Classroom
	3	The 21st Century Teacher
What and Why Blended Learning? (Definition and Benefits)	4	A Blended Learning Solution
	5	The SAMR Framework and Redefining Instruction
Blended Learning Models & Your BL Transformation	6	Blended Learning Models in Action
	7	Building a BL Culture in Your Classroom
	8	Rethinking Instructional Design through BL and Universal Design for Learning
	9	Transforming Traditional Classrooms

Module 2: Tech Integration

Scaffold	Tile Number	Tile Name
Getting Started w/ Digital Content	1	Understanding & Exploring Digital Curriculum
	2	Selecting the Right Digital Curriculum
	3	Applying Digital Curriculum in a Real Setting
Expanding Modalities w/ Digital Tools	4	Discovering Useful Apps & Tools
	5	Introduction to Google Apps for Education
	6	Applying SAMR to our New Tools
	7	Creating Effective Online Discussions
Lesson Planning: Building on What I Do Well	8	Reinventing Your Lesson Plans
	9	A Blended Learning Lesson Plan
Digital Citizenship	10	Creating a Dynamic Learning Community
	11	Digital Citizenship - Awareness & Protection & Networking in the New World
	12	Digital Citizenship - Footprints in the Cyber Sand

Module 3: Advanced Blended Learning

Sections	Tile Number	Tile Name
Effectively Managing a BL Classroom	1	Classroom Management - Expectations and Routines
	2	Classroom Management - Engagement
	3	Classroom Management - Teacher Withitness
Making Sense of the Numbers	4	Why Use Data to Drive Instruction
	5	Analyzing Student Data
	6	Using Data to Adjust Instruction
Creating Success through Personalization	7	Personalizing Instruction
	8	Personalizing Through Flipping
Driving Student Ownership	9	Personalization through Problem-based Learning
	10	GAFE Again! GAFE Super-charged
	11	Selecting Apps to Drive Student Ownership and Putting it to Work
	12	Students as Active Owners



GAFE Level 1 Training

Sections	Tile Number	Tile Name
Going Digital with GAFE	1	Benefits of a Digital Classroom
	2	Digital Citizenship
The How Behind the Apps	3	Exploring Google Apps for Education
	4	Understanding and Applying Drive
	5	Understanding and Applying Classroom
	6	Understanding and Applying Docs
The Power of Data	7	Understanding and Applying Forms
	8	Gathering and Analyzing Student Data
Leveraging the Power of a Community	9	Building a Community



Table of Contents

Project Based Learning

Sections	Tile Number	Tile Name
Introduction to PBL	1	PBL in Digital Classrooms
	2	Creating a PBL Environment in a Digital Classroom
Keys to a Successful PBL	3	Defining the Key Elements of PBL
	4	Measuring & Monitoring Success
	5	Collaboration with PBL
	6	PBL in Action
Implementation	7	Digital Tools for Implementation
	8	Building Community Involvement
	9	Create Your Own PBL

11.12



Agenda Item: 11.12. Approval of Contract with OxBlue-Surveillance System for the new RSD K8 STEAM School Site

Speaker: Superintendent Puglisi

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

Attachments:
Oxblue



PICTURE A BETTER JOBSITE

QUOTE		
PROJECT NAME	DATE	NUMBER
Rio School District K-8 School PHS 1	04-28-2016	193168

1777 Ellsworth Industrial Blvd NW
Atlanta, GA 30318

QUOTE TO:
John Puglisi Rio School Dist 3300 Cortez St Oxnard, CA 93030

SHIP TO:
John Puglisi Rio School Dist 3300 Cortez St Oxnard, CA 93030

OXBLUE CONTACT	SHIP VIA	F.O.B.	TERMS
Callie Bodin	FedEx Ground	OxBlue	Due Upon Receipt

QTY	DESCRIPTION	RATE	AMOUNT
1	8MP Ruggedized Cellular Camera	5,499	
	Tier 2 Discount	-500	
	Discounted Camera Price	4,999	4,999
16	8MP Service Per Month Per Camera	649	
	Tier 2 Discount	-50	
	1 Year Service Contract Prepay Discount (20%)	-120	
	Discounted Monthly Service Price	479	7,664
1	Mounting Hardware (Pole, Wall or Pedestal)	Included	Included
1	Professional Time-Lapse Movie Production	Included	Included
1	Domestic Shipping for Camera Hardware	Included	Included

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

OxBlue Corporation accepts payments by ACH, check, or credit card. Purchase subject to OxBlue standard terms and conditions (http://oxblue.com/buy/terms_and_conditions) unless otherwise noted. Warranty terms and conditions are available at OxBlue.com. This quote is valid for 30 days.	Total:	USD 12,663.00
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Questions? Contact Callie Bodin at (404) 554-1473 or cbodin@oxblue.com

Contract Prepay (Discount):

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

Agreed to By: _____ Date: _____

Thank you for your business.

11.13



Agenda Item: 11.13. Contract for eRate Consulting Services

Speaker: Mike Vollmert

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

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

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

Funding Source: General Fund

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

Attachments:
CSM eRate Contract



April 2016

RE: E-Rate consulting contract renewal

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

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

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

Via email:

contracts@csmcentral.com

Via postal service:

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "David Cichella".

David Cichella
Vice President



CONTRACT FOR E-RATE COMPLIANCE SERVICES

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

RECITALS

- A. District desires to have a Consultant to prepare documentation, forms and applications regarding the Federal Communications Commission ("FCC") E-Rate program.
- B. District has the authority to enter into an Agreement with a Consultant for purposes of complying with the FCC E-Rate program.
- C. Consultant is duly qualified to provide the services called for in this Agreement in consideration for the fee stipulated in this Agreement.

I. CONSULTANT'S RESPONSIBILITIES – SCOPE OF SERVICE

1. Shall provide to District completed forms and processes related to all Category One and Category Two applications of the Federal Communications Commission E-Rate filings with the schools and library division ("SLD") during the term of this Agreement as shown in Section IV., 1. Services provided under this agreement to include the following:
 - Advise and coordinate the preparation and filing of FCC Forms: 470, 471, 486 and 500.
 - Advise and coordinate the preparation and filing of:
 - Item 21 Attachments
 - Form 472 (Billed Entity Applicant Reimbursement Form BEAR) and/or vendor specific discount forms (i.e. Data Gathering Form, Existing Services List, etc.)
 - Implementation Deadline Extension Request (ImDER)
 - Invoice Deadline Extension Request (IDER)
 - Service Provider Identification Number (SPIN) Change Requests
 - Service Substitution Requests
 - Service Certifications
 - Program Integrity Assurance (PIA)
 - Payment Quality Assurance (PQA) requests
 - Invoice reconciliation for previous funding year disbursements
2. Act as District's main point of contact with the SLD.
3. Advise District on E-Rate compliance including updates on rule or regulatory changes, as applicable.

II. DISTRICT RESPONSIBILITIES

1. Provide all required information and data for filing all forms with the SLD in a timely manner and all required and requested data for filing the Form 471 at least thirty (30) days prior to USAC's Form 471 filing deadline.
2. Take such official action, such as review of Consultants drafts and promptly sign and return all forms required for filing with a third party in a timely manner so that Consultant can perform its obligations under this Agreement.

3. Promptly pay Consultant its fee for services rendered. All payments are due and payable within 30 days after delivery to the District of the invoice.
4. Sign, date and certify all forms filed by Consultant on District's behalf.

III. COST

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

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

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

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

IV. MISCELLANEOUS

1. **Term.** The initial term ("Term") of this agreement shall be one (1) year commencing as of July 1, 2016, or upon execution (whichever is later), through June 30, 2017. Thereafter, the Term of this Agreement shall automatically renew for successive one (1) year Term(s) unless one party provides written notice to the other party at least ninety (90) days in advance of the end of the existing Term that it does not wish to renew the Term of this Agreement.
2. **Modifications.** This Agreement may be modified only by a written amendment to this Agreement, executed by both parties.
3. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of the Agreement, Consultant is an independent contractor and not an officer, employee, or agent of the District.
4. **Additional Professional Services not included in SECTION I CONSULTANT RESPONSIBILITIES – SCOPE OF SERVICE.**
 - A. Services and costs in this section are not included in Section I (Consultant Responsibilities – Scope of Service) and Section III (Cost). At the written request of the District, the Consultant may provide the additional Professional Services listed below, based upon the following hourly rates.

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

An authorized agent of the District may request the services below via written request to the Consultant. The Consultant will provide the District with an estimate of the number of hours and rates to complete the requested task. Consultant will provide a quote in the form of an email, hard copy quote, electronic copy quote or other means, as appropriate and acceptable to the District and Consultant. These Professional Services may include but are not limited to the following:

- o Assist in the preparation of RFPs/RFIs/RFQs, etc., including technical specs
- o Surveys (alternate discount method)
- o Comprehensive Technology Plan Writing
- o Coordination of response to Special Compliance Reviews
- o Selective Review Information Request (SRIR)
- o Preparation of USAC and/or FCC appeals
- o Technology Plan and Technology Plan Addenda preparation, technology needs assessment, etc.
- o Audit support, including Beneficiary Contributor Audit Program
- o Preparation of documentation/reports/presentations for Board meetings or other special meetings
- o Assess and process issues with prior E-Rate applications not previously contracted by with Consultant (invoiced at ten percent 10% of amount recovered)
- o Travel expenses for any on-site meetings including hourly rate, standard mileage reimbursement and actual accommodation/travel expense (including airfare if applicable)
- o Other E-Rate related services

Doc U Manage

5. **E-Rate Doc-U-Manage Software (Optional Service).** Consultant will provide online document management software allowing for multi-user access to maintain documents in an organized manner to meet the USAC 10-year requirement and provide an efficient document management system for the District. The annual license fee for the software is \$0.55 per student from the 1st Period Principal Apportionment CALPADS enrollment.

Please check the appropriate box for designation of service Yes No

6. **Conflict of Interest.** No business or personal relationship exists between any school employee and the service provider.
7. **Attorney's Fees and Costs.** In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.
8. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected.
9. **Notices.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

Rio Elementary School District
2500 East Vineyard Ave.
Oxnard, CA 93036

CSM Consulting, Inc.
P.O. Box 4408
El Dorado Hills, CA 95762-0018

10. **Limitation of Liability.** The aggregate liability in connection with any claim arising out of or relating to this agreement whether in contract, tort or otherwise, shall be limited to an amount equivalent to the fee(s) paid by the District to Consultant for services performed pursuant to this Agreement. Consultant shall not in any circumstances be liable to District, whether in contract, tort or otherwise, for any special, indirect, incidental, or consequential damages of any kind whatsoever whether Consultant is made aware in any way due to, resulting from, or arising in connection with the services performed by Consultant pursuant to this Agreement. District's right to monetary damages listed above in that amount shall be in lieu of all other remedies that District may have.
11. **Governing Law.** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of California.
12. **Authority.** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.
13. **Entire Agreement.** This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

Executed in _____, This _____ day of _____, 2016.



_____, Vice President
David T. Cichella

_____, Title _____

_____, Print Name

Rio Elementary School District

AUTHORITY TO COMMUNICATE – Letter of Agency (LOA)

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

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

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

The term of this assignment is from the date of final execution (above) until all issues with E-Rate Years 2004, 2005, 2006, 2007, 2008 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016 and 2017, 2018, 2019 are resolved or June 30, 2020. When executed, this agreement is authorization for all employees of Consultant to communicate on behalf of the District in performance of the duties outlined herein.

Rio Elementary School District

Name: _____

Print Name: _____

Title: _____

11.14



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

Speaker: Superintendent Puglisi

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

Financial Impact: Financial Impact: 8,049.00

Funding Source: Technology

Attachments:
PaddleTV



SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
HBFH967	6640297	5/2/2016

BILL TO:
 RIO SCHOOL DISTRICT
 2500 E VINEYARD AVE

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

Accounts Payable
 OXNARD, CA 93036-1239

OXNARD, CA 93036-1239
 Contact: KATHRYN
 ARAGON 805.485.3111

Customer Phone #805.485.3111

Customer P.O. # TV QUOTE

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
CHARLEEN CHU 866.339.5678		FEDEX Ground	NET 30 Days-Govt/Ed	
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
26	3693674	SAMSUNG 32" LED 1080P 60 CMR Mfg#: UN32J5003AFXZA Contract: CalSAVE Technology Contract 527683 527683	282.97	7,357.22
26	654810	RECYCLING FEE 15" TO LESS THAN 35" Contract: Standard Pricing Fee Applied to Item: 3693674	4.00	104.00
SUBTOTAL				7,461.22
FREIGHT				0.00
TAX				588.58

US Currency

TOTAL 8,049.80

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

Fax: 312.705.9133

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

11.15



Agenda Item: 11.15. Approval of Contract Renewal with Edulink FY 2016/2017

Speaker: Superintendent Puglisi

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

Financial Impact: Financial Impact: 6732.00
Funding Source: LCFE

Recommended Motion: Staff recommends approval.

Attachments:
Edulink



Invoice

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

Date	Invoice #
3/22/2016	9785

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

P.O. No.	Terms	Rep	Ship Date		
	Net 60	LF			
Item Code	Description	Qty.	Unit Price	Extended	
Intouch P...	Intouch™ Parent Notification Service (4,488 Students) ASP notification service designed for K-12. Includes unlimited calling capability for an unlimited number of users. Rate: \$1.50 Per Student Contract Term: July 1, 2016- June 30, 2017	1	6,732.00	6,732.00	

PAYMENT INSTRUCTIONS:

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

Please contact Lisa Freeman at (888) 338-7177 Ext. 212 or lisa@edulinksys.com with any questions or cancellations. Thank you.

Subtotal	\$6,732.00
Sales Tax (0.0%)	\$0.00
TOTAL	\$6,732.00
Payments/Credits	\$0.00
BALANCE DUE	\$6,732.00

11.16



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

Speaker: Superintendent Puglisi

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

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

Financial Impact: Financial Impact: 12,792.00

Funding Source: Lottery Funds

Recommended Motion: Staff recommends approval.

Attachments:



RENEWAL QUOTE

Page	1
Quote#	7100504
Issue Date	05/03/2016
Expiration Date	07/31/2016
Customer#	0444625
Customer	RIO ELEM SCH DIST

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

Quote Summary	Payable In USD
Sub Total	\$12,792.00
Discounts Applied	\$0.00
Quote Total	\$12,792.00
Please add all applicable taxes	

ATTENTION LIBRARIAN OR TECHNOLOGY COORDINATOR
NOTICE OF PAYMENT DUE

Quote Details					
Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount	
RIO DEL MAR - 0415201					
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2016	08/31/2017	\$850.00	
48207P DISTRICT MEMBER TM - HOSTED SERVICE RENEWAL	12	08/31/2016	08/31/2017	\$599.00	
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2016	08/31/2017	\$150.00	
				Site Total	\$1,599.00
RIO DEL NORTE ELEM - 0415112					
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2016	08/31/2017	\$850.00	
48207P DISTRICT MEMBER TM - HOSTED SERVICE RENEWAL	12	08/31/2016	08/31/2017	\$599.00	
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2016	08/31/2017	\$150.00	
				Site Total	\$1,599.00
RIO DEL VALLE JR HIGH SCH - 0406539					
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2016	08/31/2017	\$850.00	
48207P DISTRICT MEMBER TM - HOSTED SERVICE RENEWAL	12	08/31/2016	08/31/2017	\$599.00	
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2016	08/31/2017	\$150.00	
				Site Total	\$1,599.00
RIO LINDO ELEM SCH - 0406540					
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2016	08/31/2017	\$850.00	
48207P DISTRICT MEMBER TM - HOSTED SERVICE RENEWAL	12	08/31/2016	08/31/2017	\$599.00	
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2016	08/31/2017	\$150.00	
				Site Total	\$1,599.00
RIO PLAZA ELEM SCH - 0406541					
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2016	08/31/2017	\$850.00	
48207P DISTRICT MEMBER TM - HOSTED SERVICE RENEWAL	12	08/31/2016	08/31/2017	\$599.00	
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2016	08/31/2017	\$150.00	
				Site Total	\$1,599.00
RIO REAL ELEM SCH - 0406542					
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2016	08/31/2017	\$850.00	
48207P DISTRICT MEMBER TM - HOSTED SERVICE RENEWAL	12	08/31/2016	08/31/2017	\$599.00	
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2016	08/31/2017	\$150.00	
				Site Total	\$1,599.00
RIO ROSALES SCH - 0414966					
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2016	08/31/2017	\$850.00	
48207P DISTRICT MEMBER TM - HOSTED SERVICE RENEWAL	12	08/31/2016	08/31/2017	\$599.00	

THANK YOU FOR CHOOSING FOLLETT
WE APPRECIATE YOUR CONTINUED BUSINESS.



RENEWAL QUOTE

Page	2
Quote#	7100504
Issue Date	05/03/2016
Expiration Date	07/31/2016
Customer#	0444625
Customer	RIO ELEM SCH DIST

Quote Details				
Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2016	08/31/2017	\$150.00
			Site Total	\$1,599.00
RIO VISTA INTERM SCH - 0415366				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2016	08/31/2017	\$850.00
48207P DISTRICT MEMBER TM - HOSTED SERVICE RENEWAL	12	08/31/2016	08/31/2017	\$599.00
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2016	08/31/2017	\$150.00
			Site Total	\$1,599.00

End of Quote

THANK YOU FOR CHOOSING FOLLETT
WE APPRECIATE YOUR CONTINUED BUSINESS.

11.17



Agenda Item: 11.17. Approve Change Order for an increase to PO G15-0001 for Balfour Beatty's services for January 2016 through June 2016.

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

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

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

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

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

Financial Impact: Financial Impact: \$370,000.00

Funding Source: Measure G

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

Attachments:

11.18



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

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

Financial Impact: Financial Impact: \$33,867.65

Funding Source: Measure G

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

Attachments:

Proposal from M/M Mechanical

M/M MECHANICAL, INC.
1027 CINDY LANE
CARPINTERIA CA 93013-2905
805-745-1126

License: 774231

Contract Invoice

INVOICE#: 12937
DATE: 04/12/2016
DUE DATE: 05/12/2016
REFERENCE #:
CLIENT PO #:

Billed To: PLEASE SEE BELOW

Project: 940
SMALL VARIOUS JOBS 2016

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

UNFORE SEEN
SITE PLUMBING REPAIRS
REQUIRED DURING THE
RENOVATION OF THE COURT YARD
AT RIO DEL VALLE MIDDLE
SCHOOL FOR CONTRACT # 15-00536-1
GAS/WATER/STORM
DRAIN WORK BSC
4/20/16

Reviewed & Approved

Date

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

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

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

Thank you for your prompt payment!

Invoice Total: \$	33,867.65
Retention: \$	0.00
Amount Due	33,867.65

[Signature]
4/20/16

M/M MECHANICAL INC.
 PLUMBING AND PIPING CONTRACTORS
 1027 Cindy Lane
 CARPINTERIA, CA. 93013
 PHONE 805-745-1126
 FAX 805-745-1116

GENERAL
 CONTRACTOR: EL RIO USD
 DATE: 4/12/2016
 PROJECT: RIO DEL VALLE
 M/M JOB #-PCO#: MM JOB #940 CO #115
 M/M ORDER #: VARIOUS
 REFERENCE: KEITH H
 DESCRIPTION: MISC SITE WORK AND CLEAN UP REPAIRS

CHANGE ORDER PROPOSAL COST BREAKDOWN

ITEM NO	DESCRIPTION	QUANTITY	MATERIAL	COST		EQUIPMENT / ODC			
				UNIT	COST	UNIT	COST		
1	2" POLY STRAIGHT TRANS FITTINGS	2	EA	39.72	79.44		0.00		
2	2" POLY GAS PIPE	100	FT	1.1	110.00		0.00		
3	2 1/2" SCH 80 PVC PIPE	100	FT	2.09	209.00		0.00		
4	2 1/2" SMITH BEAIR REPAIR COUP	1	EA	98.27	98.27		0.00		
5	2 1/2" SCH 80 COUPLINGS	5	EA	8.94	44.70		0.00		
6	2 1/2" COPPER HIP ADAPT	1	EA	29.52	29.52		0.00		
7	2 1/2" L COPPER PIPE	3	FT	16.33	48.99		0.00		
8	2 1/2" COPPER BALL VLV	1	EA	124.58	124.58		0.00		
9	TRACER WIRE	220	FT	0.19	41.80		0.00		
10	2" GAS COCK	1	EA	76.29	76.29		0.00		
11	6" C.O TEE	2	EA	29.05	58.10		0.00		
12	CONCRETE C.O BOX	2	EA	98.17	196.34		0.00		
13	WOODFORD B24 HB LK	11	EA	16.92	186.12		0.00		
14	1 1/2" X 1" SCH 80 BUSHINGS	12	EA	1.47	17.64		0.00		
15	1 1/2" SCH 80 TEE	12	EA	2.21	26.52		0.00		
16	1" SCH 80 90	15	EA	1.03	15.45		0.00		
17	1 1/2" SCH 80 COUPLINGS	7	EA	1.49	10.43		0.00		
18	1" SCH 80 TEE	4	EA	1.83	7.32		0.00		
19	1 1/2" SCH 80 90	6	EA	1.66	9.96		0.00		
20	1 1/2" SCH 80 45	6	EA	1.5	9.00		0.00		
21	1 1/2" SCH 80 CAPS	10	EA	1.56	15.60		0.00		
22	1 1/2" SCH 80 PIPE	20	FT	1.54	30.80		0.00		
23	JETTING RIG	9	DAYS		0.00		135.00		
24	HUGHES GENERAL WORK SEE ATTA	1	LOT		0.00		6,224.18		
25					0.00		0.00		
26	PLUMBER	158.5	HRS		0.00	91.00	14514.50		
27	PLUMBER OT		HRS		0.00	135.00	0.00		
28	APPRENTICE	69	HRS		0.00	72.00	4968.00		
29	VIDEO AND LOCATING EQUIEPMT	3	DAYS		0.00		125.00		
SUBTOTAL:					\$1,445.87		\$19,482.50		\$7,814.18

CHANGE ORDER PROPOSAL SUMMARY

MATERIALS		1445.87
SALES TAX 8.00%		130.13
SUBTOTAL		1576.00
FREIGHT AND HANDLING 0.0%		0.00
TOTAL MATERIALS		1576.00
LABOR		19,482.50
EQUIPMENT		7,814.18
DIRECT COSTS		28872.68
OVERHEAD 15.0%		4330.90
BOND PER VC 2.0%		664.07
TOTAL COST QUOTATION		\$93,867.65

M/M MECHANICAL, INC.

1027 CINDY LANE, CARPINTERIA, CA 93013-2905

PH: 805/745-1126 Fx: 805/745-1116

WORK ORDER #

00464

MM PCO #

CUSTOMER INFORMATION

RIO SCHOOL DISTRICT

NAME: ~~BOLEDO~~

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____

CUSTOMER ORDER #: _____

JOB INFORMATION

JOB NAME / NUMBER/LOT #: RIO DEL VALTE

JOB LOCATION: EL RIO STORM DRAIN / IRRIGATION

JOB PHONE: () _____

ORDER TAKEN BY: ANDY

ORDER DATE: ~~4-2-16~~ DATE COMPLETED ~~4-2-16~~

4-4-16

TO BE QUOTED

EXTRA T&M WORK

MM WARRANTY

OTHER WARRANTY

QTY.	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK
200'	EST. CORDS			CUT IN 6" CLEAN OUT.
12	1 1/2" SCH 80 BUSHINGS			JETTING OF STORM
12	1 1/2" " " TEE			DRAIN PIPING.
15	1" " " 90			INSTALLED IRRIGATION
7	1 1/2" " " COUP			PIPING IN NEW COURTYARD
4	1" " " TEE			INSTALLED 3 VALVE
6	1 1/2" " " 90			BOX'S
6	1 1/2" " " 45			
10	1" " " CAPS			
2	PINTS GREY BLUE			
2	PINTS PRIMER			
20'	1 1/2" SCH. 80 PIPE			

OTHER CHARGES

8 HOURS OF STORM DRAIN
CLEARING 2 HOURS
OT FOR IRRIGATION

JETTER ✓
2 - TRUCKS WITH TOOLS ✓
OVERTIME ✓

LABOR	HRS.	RATE	AMOUNT
ANDY	10		
NICK	10		
MADRE CJ	10		
FRANK	3		

(1 REG.)
(2 OT)

Work ordered by BBC

Signature [Signature] 4-5-16

WHITE COPY - OFFICE

YELLOW COPY - CUSTOMER

PINK COPY - FIELD

M/M MECHANICAL, INC.

1027 CINDY LANE, CARPENTERIA, CA 93013-2905
 PH: 805/745-1126 FX: 805/745-1116

WORK ORDER # 30926

MM PCO # _____

CUSTOMER INFORMATION

NAME: FERRIS RIO SCHOOL DISTRICT
 ADDRESS: 3100 N. ROSE AVE
 CITY: CANAAN STATE: CA ZIP: 93036
 PHONE: (805) 483-3119
 CUSTOMER ORDER #: _____

JOB INFORMATION

JOB NAME/NUMBER/LOT #: PTO DEL VALLE TR-HIGH
 JOB LOCATION: OUT IN FIELD (STORM DRAIN)
 JOB PHONE: (805) 483-3119
 ORDER TAKEN BY: RUISEN
 ORDER DATE: 3-29-16 DATE COMPLETED: 3-29-16

TO BE QUOTED EXTRA/T&M WORK M/M WARRANTY OTHER WARRANTY

QTY.	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK
1	6" C.O. TEE			JETTED 1200 GALLON'S OF WATER @ 3,000 PSI. AND PULLED OUT 1/2 YARD OF BEACH SAND. INSTALLED C.O. FOR SERVICE, STORM DRAIN.
1	6" PVC C.O. ADAPTER			
1	6" PVC C.O. PLUG			
2'	6" STORM DRAIN PIPE.			
1	6" STORM DRAIN COUPLING			
				OTHER CHARGES
				1 UTILITY TRUCK
				2500 W/ FUELS. 3
				JETTING MACHINE 100
				LABOR
				HRS. RATE AMOUNT
				RUISEN 7
				LUPE 7
				ANDREW 7
Work ordered by <u>BBC</u> <u>3/31/16</u> Signature <u>[Signature]</u>				
I hereby acknowledge the satisfactory completion of the above described work and agree to pay in full all costs associated.				

WHITE COPY - OFFICE

YELLOW COPY - CUSTOMER

PINK COPY - FIELD

M/M MECHANICAL, INC.

1027 CINDY LANE, CARPENTERIA, CA 93013-2905
 PH: 805/745-1126 FX: 805/745-1116

WORK ORDER # 33025

M/M PCO # _____

CUSTOMER INFORMATION

NAME: JESUS RIO SCHOOL DISTRICT
 ADDRESS: 3100 W. ROSE AVE
 CITY: OXFORD STATE: CA ZIP: 92036
 PHONE: (805) 485-3119
 CUSTOMER ORDER #: _____

JOB INFORMATION

JOB NAME/NUMBER/LOT #: B. DEL VALLE TR. HIGH
 JOB LOCATION: OUT IN FIELDS (STORM DRAIN)
 JOB PHONE: (805) 485-3119
 ORDER TAKEN BY: RUBEN
 ORDER DATE: 3-28-16 DATE COMPLETED: 3-28-16

TO BE QUOTED EXTRA/T&M WORK M/M WARRANTY OTHER WARRANTY

QTY.	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK
				RAN JETTER 180', LOCATED STORM DRAIN LINE, CUT C.O. IN 1'-9" DEEP. FOUND 6" PIPE FULL OF SAND, JETTED AND CLEARED MOST OF SAND TO THAT POINT OF THE C.O., RAN (600) GALLONS OF WATER
				OTHER CHARGES
				1 UTILITY TRUCK 2500 W/ ROLLS JETTING MACHINE
				LABOR
				RUBEN 7
				ANDREW 8
				LUPE 6
Work ordered by <u>BBC</u> Signature <u>[Signature]</u> <u>3/28/16</u> <small>I hereby acknowledge the satisfactory completion of the above described work and agree to pay in full all costs associated.</small>				

WHITE COPY - OFFICE

YELLOW COPY - CUSTOMER

PINK COPY - FIELD

M/M MECHANICAL, INC.

1027 CINDY LANE, CARPENTERIA, CA 93015-2905
 PH: 805/745-1126 FX: 805/745-1116

WORK ORDER # 30027

MM PCO # _____

CUSTOMER INFORMATION

NAME: RTO SCHOOL DISTRICT
 ADDRESS: 3100 W. ROSE AVE
 CITY: OXFORD STATE: CA ZIP: 93036
 PHONE: (805) 485-3119
 CUSTOMER ORDER #: _____

JOB INFORMATION

JOB NAME/NUMBER/LOT #: R30 DEL VALLE TR HIGH
 JOB LOCATION: OUT IN FIELD (STORM DRAIN)
 JOB PHONE: (805) 485-3119
 ORDER TAKEN BY: RUBEN
 ORDER DATE: 3-30-16 DATE COMPLETED: 3-30-16

TO BE QUOTED EXTRA/T&M WORK M/M WARRANTY OTHER WARRANTY

QTY.	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK												
				JETTED STORM DRAIN FROM OUTLET IN FIELD TO NEW INSTALLED C.O., THEN FROM C.O. TO NEW GRADED AREA WHERE CATCH BASIN ARE GOING TO BE INSTALLED. JETTED 3,000 PSIG, 1500 GALLONS OF WATER, LOT'S OF SAND & ROCKS.												
				10												
				OTHER CHARGES												
				1 UTILITY TRUCK 2500 w/ TOOLS, AND JETTER MACHINE.												
				LABOR												
				<table border="1"> <thead> <tr> <th>LABOR</th> <th>HRS.</th> <th>RATE</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>RUBEN</td> <td>8</td> <td></td> <td></td> </tr> <tr> <td>ANDREW</td> <td>8</td> <td></td> <td></td> </tr> </tbody> </table>	LABOR	HRS.	RATE	AMOUNT	RUBEN	8			ANDREW	8		
LABOR	HRS.	RATE	AMOUNT													
RUBEN	8															
ANDREW	8															
				Work ordered by <u>[Signature]</u> <u>3/31/16</u>												
				Signature _____ <small>I hereby acknowledge the satisfactory completion of the above described work and agree to pay in full all costs associated.</small>												

WHITE COPY - OFFICE

YELLOW COPY - CUSTOMER

PINK COPY - FIELD

HDSUPPLY

CONSTRUCTION & INDUSTRIAL
WHITE CAP

ON ACCOUNT



007 - Ventura
6086 Nicolle St
Ventura, CA, 93003
(805) 644-2226

RECEIPT

20152999

Sold To: 37071000
HUGHES GEN ENGINEERING
P O BOX 2293
CAMARILLO, CA, 93011
805-981-9409

Ship To: STOCK/MISC
MERCH-37071999,37071999
2000 CABOT PL UNIT C
OXNARD, CA, 93030
Job Site Contact: JEFF HUGHES
Job Site Phone: 805-732-5051
Map #:

*XTRA work
16-04*

Printed By : GUILLERMO PEREZ ACOSTA
Printed Date : 04/04/2016 09:48 AM PACIFIC

Ordered By: JEFF HUGHES

Contact Phone: 805-7325051

Order Number		Order Date	Request Date	Invoice Date			Salesperson
20152999		04/04/2016	04/04/2016				Moreno, J
Terms		Shipping Method	Customer PO			Created By	
N30D		5. Walk In	RIO DE VALLE			Perez Acosta, G	
LN	Part	Description	Quantity	UOM	Price	Amount	
BIN	H/M	LOT/SN	ORD	SHP	BKD	Unit Wgt	
1.1	118NDS910B	4" GRATE DROP IN SATIN BRASS ROUND NDS	1	1	0	EA	\$20.39
1-C190413	VPN: 910B					.64 LBS	\$20.39

*XTRA work
Rio De Valle*

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

REPORT DISCREPANCIES WITHIN 24 HRS.
IF YOU DIDNT RECEIVE THE SERVICE YOU EXPECTED CALL BOB JACOBY (949) 794-5272
NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE
SEE REVERSE SIDE FOR TERMS AND CONDITIONS
WWW.WHITECAP.COM

PRINT: _____ SIGN: _____

SHIPPED WEIGHT: 0.64 LBS PULLED BY: _____ CHECKED BY: _____ LOADED BY: _____

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

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

FAMCON PIPE AND SUPPLY, INC
 200 LAMBERT ST.
 OXNARD, CA 93036-1022

CONFIRMATION/ORDER: Order Number: 172776



Order Date: 04/04/16
 Page: 1

PICKING TICKET

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

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

5702-01

Customer	Salesprsn	Purchase Order #	Ship Via	F.O.B.	Our Order #	Job #
08600	6W	RIO DEL VALLE	W/C	Origin	B0	None

Line	Item Description	Req Date	Location	U/M	Open Qty	Qty Picked	Bin	Qty Avail
1	G3B BOX, VALVE G3 BODY ONLY	04/04/16	WH	EACH	2.000	<u>2</u>	56A1	(217)
2	G3LS BOX, VALVE G3 LID MRKD "SEWER"	04/04/16	WH	EACH	2.000	<u>2</u>	56A1	(379)
3	SFFHCO06SW ADAPTER, CLEANOUT HUBXFIPT SDR35 6"	04/04/16	WH	EACH	1.000	<u>1</u>	05K1	(14)
4	SFPM06SW PLUG, MPT SDR35 6"	04/04/16	WH	EACH	1.000	<u>1</u>	05K1	(38)
5	CITC060 6" CALDER COUPLING FOR PVC OR CI	04/04/16	WH	EACH	2.000	<u>2</u>	05F4	(23)

170508
8" SS. Strap

2 2

16-04 *than will - @*
Res De Verde

Packed By: _____ Checked by: _____
 Received By: _____ Total Packages: _____

Levi's Sawing

Invoice

Michael Levi Hendricks
License #861734
Fax: (805) 643-0803

433 S. Borchard Dr.
Ventura, CA 93003
Phone: (805) 643-0706

Date	Invoice#
3/20/16	3496

*OTAs were
Flatland
under
Mica*

Bill To
HUGHES

P.O. #

Job #

Service	Job Location	Total Hours	Amount
SAW	VILLA DEL RIO SCHOOL CYNARD <u>16th</u>	1	115

Mobilization:	35
Total:	150

Signature: [Signature]

M/M MECHANICAL, INC.

1027 CINDY LANE, CARPINTERIA, CA 93013-2905
 PH: 805/745-1126 Fx: 805/745-1116

WORK ORDER # **00466**
 MM PCO # _____

CUSTOMER INFORMATION

NAME: RIO SCHOOL DIST.
 ADDRESS: _____
 CITY: _____ STATE: _____ ZIP: _____
 PHONE: (____) _____
 CUSTOMER ORDER #: _____

JOB INFORMATION

JOB NAME / NUMBER/LOT #: _____
 JOB LOCATION: RIO DELL VALLE
 JOB PHONE: (____) _____
 ORDER TAKEN BY: ANDY
 ORDER DATE: _____ DATE COMPLETED 4-6-16

TO BE QUOTED EXTRA/T&M WORK M/M WARRANTY OTHER WARRANTY

QTY.	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK																		
				JETTING OF STORM DRAIN PIPING CAMERA INSPECTION OF PIPING. INSTALLED 2 HOSE BIBBS <i>AS</i>																		
				OTHER CHARGES																		
				3 TRUCKS W/TOOLS JETTER, CAMERA																		
				LABOR																		
				<table border="1"> <thead> <tr> <th>HRS.</th> <th>RATE</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>8</td> <td></td> <td></td> </tr> <tr> <td>8</td> <td></td> <td></td> </tr> <tr> <td>8</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td>36 HR</td> </tr> <tr> <td>8</td> <td></td> <td><i>AS</i></td> </tr> </tbody> </table>	HRS.	RATE	AMOUNT	8			8			8			4		36 HR	8		<i>AS</i>
HRS.	RATE	AMOUNT																				
8																						
8																						
8																						
4		36 HR																				
8		<i>AS</i>																				
				Work ordered by <u>KH</u>																		
				Signature <u>[Signature]</u> <u>4/7/16</u>																		

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

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

M/M MECHANICAL, INC.

1027 CINDY LANE, CARPINTERIA, CA 93013-2905
 PH: 805/745-1126 Fx: 805/745-1116

WORK ORDER # **00467**

M/M PCO # _____

CUSTOMER INFORMATION

NAME: RIO SCHOOL DIST
 ADDRESS: _____
 CITY: _____ STATE: _____ ZIP: _____
 PHONE: (805) _____
 CUSTOMER ORDER #: _____

JOB INFORMATION

JOB NAME / NUMBER/LOT #: _____
 JOB LOCATION: RIO DELL VALLE
 JOB PHONE: _____
 ORDER TAKEN BY: ANDY
 ORDER DATE: _____ DATE COMPLETED: 4-7-16

TO BE QUOTED EXTRA/T&M WORK M/M WARRANTY OTHER WARRANTY

QTY.	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK
	<u>JETTING AND CAMERA INSPECTION IS INCOMPLETE!</u>			<u>JETTING OF STORM DRAINS UNTIL STOPPED BY BALFOUR BEATY. (3HRS) 2 PLUMBERS</u>
<u>11</u>	<u>3/4 FIP LOOSE KEY HOSE BIBB</u>			<u>INSTALLING OF HOSE BIBBS</u>
				OTHER CHARGES
				<u>JETER, 2 TRUCKS</u>
				LABOR
			HRS.	RATE
			<u>4.5</u>	
			<u>4.5</u>	
			<u>3</u>	
			<u>2.1</u>	

Work ordered by [Signature]

Signature [Signature] 4/7/16

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

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

11.19



Agenda Item: 11.19. Approve the Proposal from Pro-Fab for Portable Classroom Repairs at Rio Lindo and Rio Del Valle.

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

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

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

Financial Impact: Financial Impact:
Rio Lindo: 60,680.00
Rio Del Valle: 84,285.00
Bond Fees and Insurance: \$7,248.25
Total: \$152,213.25
Funding Source: Measure G

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

Attachments:
RDV Work
Insurance and bond
Rio Lindo work

Office (909) 873-5996

Fax (909) 873-9974



PROPOSAL

Date	Estimate #
4/18/2016	2235

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

Project Name / Address
Rio Del Valle Middle School And Rio Lindo Elementary School

Description	Qty	Cost	Total
The Following Are The Cost For The Projects Included In Proposal No.'s :			
Rio Del Valle Middle School Proposal No.'s: 1903, 1912, & 2198			
Rio Lindo Elementary School Proposal No.'s: 1910, 2194, 2202, 2203, 2204, 2205, 2206, & 2207			
Performance Bond Labor And Payment Bond Insurance	1	7,248.25	7,248.25
Quote Provided Per 5% Cost Of Contract Value			
		Reviewed & Approved	
		Date	
<p><i>KA</i> <i>PBC</i> <i>4/20/16</i> <i>PROPOSAL FOR BOND FEES + INSURANCE</i> <i>FOR PORTABLE CLASSROOM REPAIRS</i> <i>AT RIO LINDO + RIO DEL VALLE</i></p>			
Extra work other than described in the quote above and downtime is not included.		Total	\$7,248.25

Pro Fab Proposal Summary Sheet for Rio Del Valle

Date: 3/18/2016

Proposal #	Portable #	Cost
1909 (Option #1)	25,26 & 27	\$ 63,180.00
1912	29	\$ 10,055.00
2198	34 & 35	\$ 11,050.00

Total with Option #1

\$ 84,285.00

+ BONDS

+ INSURANCES



ON SEPERATE PROPOSAL

Handwritten notes in a cloud shape:
BBL
4/20/16
PORTABLE CLASSROOM
RELEASES @ RIO DEL VALLE

Office (909) 873-5996

Fax (909) 873-9974



PROPOSAL

Date	Estimate #
8/13/2015	1909

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

Project Name / Address
Rio De Valle 3100 N Rose Ave, Oxnard, CA

Description	Qty	Cost	Total
<p>The Following scope of work will be completed: Option#1 Accountability Lane Room#: 27, 26, 25 (CLUSTER OF 3 PORTS) Repair (3) 24' x 40 Classroom Buildings</p> <p>Entire Roof</p> <p>Remove & install 15 sheet metal panels 22 gage</p> <p>Install side flashing on the 48' wall side panels</p> <p>Replace plywood sheets that were damaged on the roof (Paper, if any is damaged)</p> <p>Fix overhang 2' from the back of the building.</p> <p>Replace metal tube 4" x 5" x 12'. Replace damaged with new welding. Roof that completely rusted.</p> <p>Tubes from outside on the 40' side need to be reinforced with 1/4" x 6" x 2' plates around the tube, weld, prime and paint.</p> <p>Install existing gutters</p> <p>Change electrical boxes, caps and siding that is needed.</p> <p>New Electrical Boxes (Only Caps) 1- 16 x 24 box/ 9 small 8" x 4" boxes</p> <p>New Skirting on the foundations</p> <p>Paint buildings and A/C units</p> <p>*This roof has a 10 year warranty</p> <p>Price includes labor and materials Prevailing wage will be provided</p> <p>Site: Rio De Valle, 3100 N Rose Ave, Oxnard, CA 93036</p>	3	21,060.00	63,180.00
<p>Extra work other than described on the quote and downtime is not included.</p>	Total		\$63,180.00

Office (909) 873-9974

Fax (909) 873-9974



PROPOSAL

Date	Estimate #
3/4/2016	1912

Name / Address
Class Leasing, LLC 1320 W. Oleander Ave. Perris, CA 92571

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

Description	Qty	Cost	Total
<p>The following scope of work will be completed on (1) 24x40 Building</p> <p>Room #29</p> <p>New skirting installation on 40'L walls and 24'W walls.</p> <p>Installation of new anchor plates.</p> <p>Installation of metal flashing bar on 40'L wall on side only.</p> <p>Installation of (4) T1-11 Sheets on 40'L wall on side only.</p> <p>Grind 7" floor channel due to rust damage.</p> <p>Clean gutters on front and back of the unit.</p> <p>Install new right hand ramp due to sheet metal damage on existing ramp.</p> <p>Repair existing side stairs.</p> <p>Completely paint unit exterior.</p> <p>No foundation work is required per inspection performed by Mr. Cid.</p> <p>Site: Rio Del Valle Middle School 3100 Rose Ave. Oxnard, CA 93036</p>	1	10,055.00	10,055.00
Extra work other than described on the quote and downtime is not included.	Total		\$10,055.00

Office (919) 873-3996



Fax (919) 873-9971

PROPOSAL

Date	Estimate #
3/4/2016	2198

Name / Address
Class Leasing, LLC 1320 W. Oleander Ave. Perris, CA 92571

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

Description	Qty	Cost	Total
<p>The following scope of work will be completed on (2) 24x40 Buildings</p> <p>Room No.'s 34 & 35</p> <p>Installation of original gutters that are the ones that these buildings have. Existing gutters are not original unit specific.</p> <p>New skirting installation on 40'L walls and 24'W walls.</p> <p>New skirting on ramps with flashing.</p> <p>Ramp repairs on the deck & paint.</p> <p>Completely paint exterior of both units.</p> <p>Replace damaged / worn roof caulking on existing screws.</p> <p>Site: Rio Del Valle Middle School 3100 Rose Ave. Oxnard, CA 93036</p>	2	5,525.00	11,050.00
Extra work other than described on the quote and downtime is not included.		Total	\$11,050.00

Pro Fab Proposal Summary Sheet for Rio Lindo

Date: 3/18/2016

Proposal #	Portable #	Cost
1910	CD #1	\$ 1,800.00
2207	CD #2	\$ 1,800.00
2203	18	\$ 12,050.00
2205	19	\$ 11,950.00
2204	20	\$ 11,950.00
2202	21	\$ 15,200.00
2206	27	\$ 3,280.00
2194	28	\$ 2,650.00

Total

\$ 60,680.00

+ Bonds

+ INSURANCES



ON SEPARATE PROPOSAL

94A

BISC

4/20/16

PORTABLE CLASSROOM
RATES @ RIO LINDO

Office (909) 873-5996



Fax (909) 873-9974

PROPOSAL

Date	Estimate #
3/3/2016	1910

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

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

Description	Qty	Cost	Total
The following scope of work will be completed:			
Child Development (Room #1)	1	1,800.00	1,800.00
Skirting repair 40' long wall & 24' wall			
Clean gutters front and back			
Needs elbow			
Skirting on ramp and flashing			
(2) front gutters			
New skirting with flashing on ramp			
All labor and material is included			
Site: Rio Lindo E.S. 2131 Snow Ave. Oxnard, CA 93036			
Extra work other than described on the quote and downtime is not included.		Total	\$1,800.00

Office (909) 873-5996



Fax (909) 873-9974

PROPOSAL

Date	Estimate #
3/8/2016	2207

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

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

Description	Qty	Cost	Total
<p>The following scope of work will be completed;</p> <p>Room#2 CHILD DEVELOPMENT</p> <p>Ramp is okay</p> <p>Clean gutters front and back</p> <p>Needs elbow</p> <p>Skirting on ramp and flashing</p> <p>10' flashing metal 40' long wall</p> <p>(2) front gutters</p> <p>All labor and material is included</p> <p>Site: Rio Lindo E.S 2131 Snow Ave, Oxnard, CA 93036</p>	1	1,800.00	1,800.00
<p>Extra work other than described on the quote and downtime is not included.</p>		Total	\$1,800.00

School Name: Rio Lindo Elementary School

*Child Development Center

Notes:

Room: 1

Replace roof cap on modline

Skirting on the 40' Long wall & 24' W needs to be replaced.

Clean Gutters on both sides very dirty

Need Skirting and flashing on ramp

Need elbow its missing.

Downspouts OK

Ramp is OK

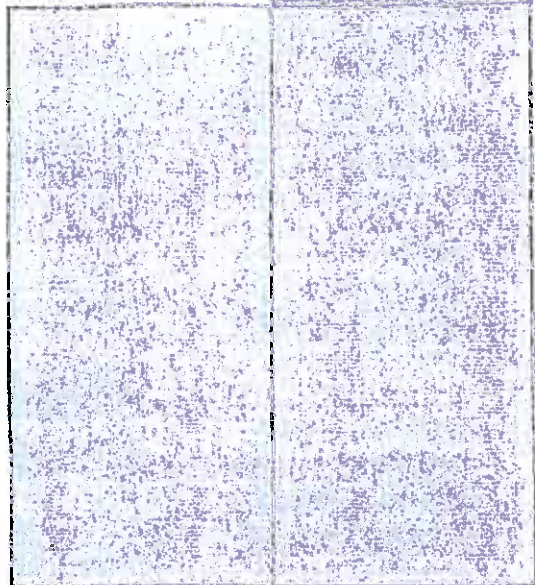
Foundation inspection passed

T1-11 OK

Roof panels are OK

Paint any area where work is completed.

Front of unit



Back of unit

Room: 2

Notes:

Only 10' metal Flashing needs to be replaced on roof 40' L wall

Replace roof cap on modline

Need front Gutter on both front

Need Skirting and flashing on ramp

Need elbow its missing.

Skirting on the 40' Long wall & 24' W OK

Downspouts OK

Ramp is OK

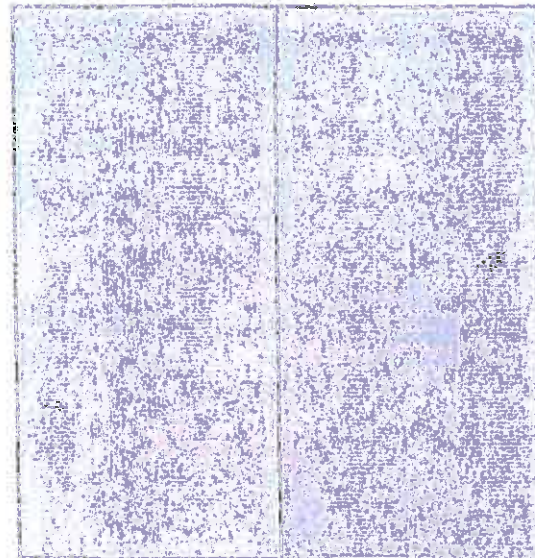
Foundation inspection passed

T1-11 OK

Roof panels are OK

Paint any area where work is completed.

Back of unit



Front of unit

Office (909) 873-5996



Fax (909) 873-9974

PROPOSAL

Date	Estimate #
3/8/2016	2203

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

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

Description	Qty	Cost	Total
<p>The following scope of work will be completed;</p> <p>Room# 18 (OLD PORTS)</p> <p>Replace entire roof that is damaged. Front part and back and install new metal panels 26 gage</p> <p>Gutters on the front and back</p> <p>Downspout elbows</p> <p>(6) sheets of T1-11 siding</p> <p>Replace foundation on the back of the building</p> <p>Install and paint new anchor plates 6" x 12" on the back side of the building</p> <p>Change skirting on the 40' wall side of the building</p> <p>Includes 10 year warranty</p> <p>Labor and materials are included</p> <p>Site: Rio Lindo E.S 2131 Snow Ave, Oxnard, CA 93036</p>	1	12,050.00	12,050.00
<p>Extra work other than described on the quote and downtime is not included.</p>		Total	\$12,050.00

Office (909) 873-5998



Fax (909) 873-9974

PROPOSAL

Date	Estimate #
3/8/2016	2205

Name / Address
Rio Elementary School District-O 2300 Vineyard Ave Suite 1-100. Oxnard, CA 93036

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

Description	Qty	Cost	Total
<p>The following scope of work will be completed;</p> <p>Room# 19 (OLD PORTS)</p> <p>Replace entire roof that is damaged. Front part and back and install new metal panels 26 gage</p> <p>Gutters on the front and back</p> <p>Downspout elbows</p> <p>(6) sheets of T1-11 siding</p> <p>Replace foundation on the back of the building</p> <p>Install and paint new anchor plates 6" x 12" on the back side of the building</p> <p>Includes 10 year warranty</p> <p>Labor and materials are included</p> <p>Site: Rio Linda E.S 2131 Snow Ave, Oxnard, CA 93036</p>	1	11,950.00	11,950.00
Extra work other than described on the quote and downtime is not included.		Total	\$11,950.00

Office (909) 873-5996



Fax (909) 873-9974

PROPOSAL

Date	Estimate #
3/8/2016	2204

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

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

Description	Qty	Cost	Total
<p>The following scope of work will be completed;</p> <p>Room# 20 (OLD PORTS)</p> <p>Replace entire roof that is damaged. Front part and back and install new metal panels 26 gage</p> <p>Gutters on the front and back</p> <p>Downspout elbows</p> <p>(6) sheets of T1-11 siding</p> <p>Replace foundation on the back of the building</p> <p>Install and paint new anchor plates 6" x 12" on the back side of the building</p> <p>Includes 10 year warranty</p> <p>Labor and materials are included</p> <p>Site: Rio Lindo E.S 2131 Snow Ave, Oxnard, CA 93036</p>	1	11,950.00	11,950.00
<p>Extra work other than described on the quote and downtime is not included.</p>		Total	\$11,950.00

Office (909) 873-9974



Fax (909) 873-9974

PROPOSAL

Date	Estimate #
3/8/2016	2202

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

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

Description	Qty	Cost	Total
<p>The following scope of work will be completed;</p> <p>Room# 21 <i>COLD PORTS</i></p> <p>Replace entire roof that is damaged. Front part and back and install new metal panels 26 gage</p> <p>Gutters on the front and back</p> <p>Downspout elbows</p> <p>(14) sheets of T1-11 siding</p> <p>Replace foundation on the back of the building</p> <p>Install and paint new anchor plates 6" x 12" on the back side of the building</p> <p>Change skirting on the 40' wall side of the building</p> <p>Includes 10 year warranty</p> <p>Labor and materials are included</p> <p>Site: Rio Lindo E.S 2131 Snow Ave, Oxnard, CA 93036</p>	1	15,200.00	15,200.00
Extra work other than described on the quote and downtime is not included.		Total	\$15,200.00

School Name: Rio Lindo Elementary School

4-24x40

Notes:

New gutters on front and back

Replace old damaged downspouts

Roof needs repair

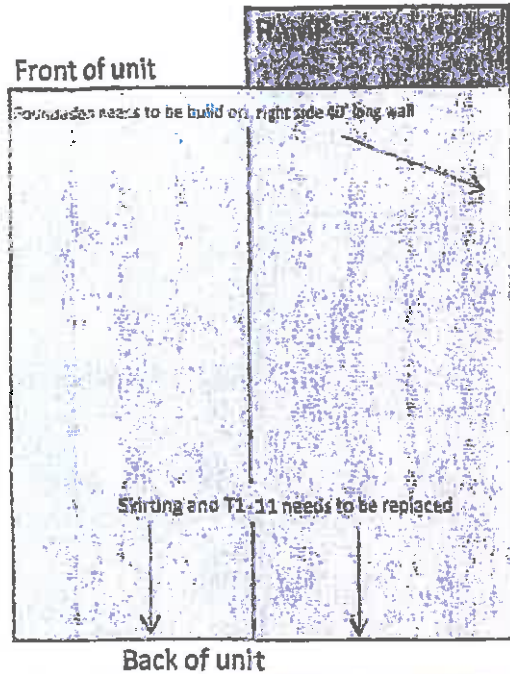
Ramp is OK

Skirting on back needs to be replaced

Foundation needs to be build on right side 40' long wall

Paint any area where work is completed.

Room:18



Notes :

Replace entire roof that is damaged. Front part and back and install new metal panels Room: 19

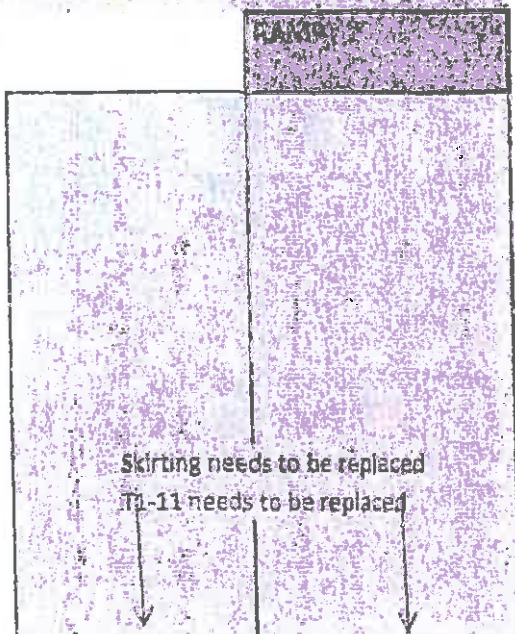
Gutters on the front and back

Downspout elbows

(6) sheets of T1-11 skirting

Replace foundation on the back of the building

Install and paint new anchor plates 6" x 12" on the back side of the building



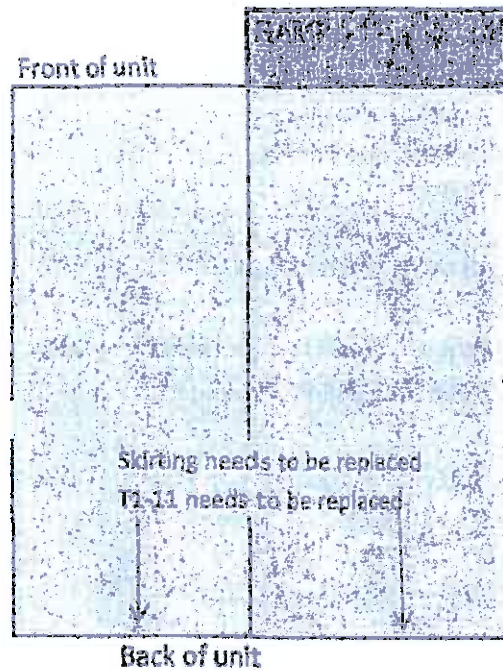
*Buildings not drawn to scale.

School Name: Rio Real Elementary School

Notes:

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

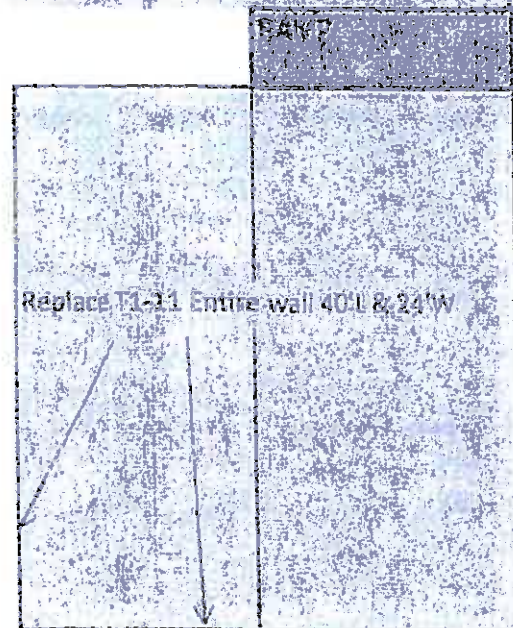
Room: 20



Notes :

- Need new gutters on backside and front
 - Roofs needs repair
 - Downspouts elbows need to be replaced
 - Gutters need to be replaced front and back
 - T1-11 (14) Sheets
 - Install and paint anchor plates 6"x12"
 - Skirting on front and back is need to be replaced
 - Replace Foundation in the back only
- Ramp OK
- Paint any area where work is completed.

Room: 21



*Buildings not drawn to scale.

Office (909) 873-5996

Fax (909) 873-9974



PROPOSAL

Date	Estimate #
3/8/2016	2206

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

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

Description	Qty	Cost	Total
The following scope of work will e completed; Room# 27 (KINDER) Gutters are ok Replace new skirting on back of the building T1-11 (2) sheets Install (2) roof panels 26 gage All labor and material is included Site:Rio Lindo E.S 2131 Snow Ave, Oxnard, CA 93036		3,280.00	3,280.00
Extra work other than described on the quote and downtime is not included.		Total	\$3,280.00

Office (909) 873-3098

Fax (909) 871-9974



PROPOSAL

Date	Estimate #
3/3/2016	2194

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

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

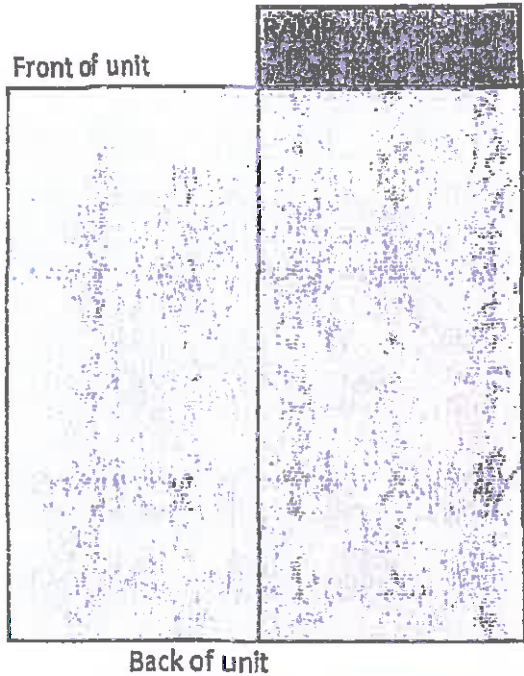
Description	Qty	Cost	Total
The following scope of work will be completed: Room #28 (KINDER) Gutters are okay Only flashing needs to be replaced Flash metal lip 3"W x 1/2" x 1/2", needs Vets (2) Roof panels 12" x 1 1/2 x 1/2 (26 gage) Roof cap on modline All labor and material is included Site: Rio Lindo E.S. 2131 Snow Ave. Oxnard, CA 93036		2,650.00	2,650.00
All work is complete. Thank you for your business.	Total		\$2,650.00

School Name: Rio Lindo Elementary School

Notes:

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

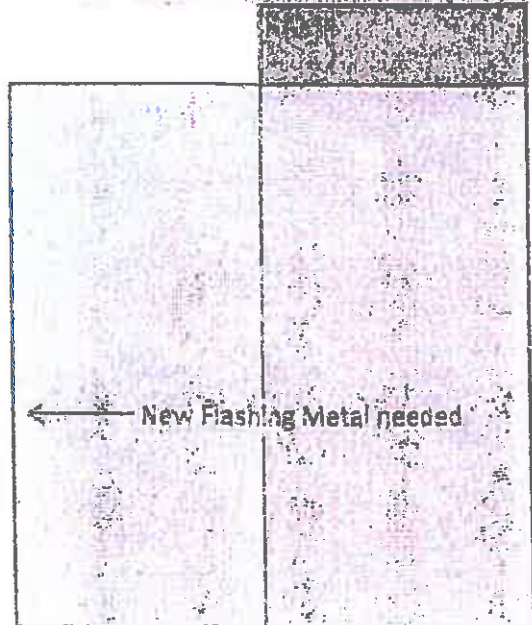
Room: 27



Notes :

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

Room: 28



*Buildings not drawn to scale.

11.20



Agenda Item: 11.20. Approval to increase the GreenEconome contract to be calculated without incentives and include bonds and insurance.

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

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

The full contract value is reflected as follows:

Rio Del Mar net approved: \$350,902

Rio del Mar incentives: \$98,298

Rio del Mar gross contract amount: \$449,200

Rio del Mar Bond costs Phase 1: \$5,156

Rio del Mar Bond costs Phase 2: \$15,058

Total Rio del Mar contract increase: \$118,512

Rio Vista net approved: \$429,709

Rio Vista incentives: \$120,738

Rio Vista gross contract amount: \$550,447

Rio Vista Bond costs Phase 1: \$13,256

Rio Vista Excess Insurance Phase 1: \$5,220

Rio Vista Bond costs Phase 2: \$11,514

Total Rio Vista contract increase: \$139,214



Financial Impact: Financial Impact: \$257,726

Funding Source: Restricted General Fund, Rountine Restricted Maintenance

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

Attachments:

Rio Vista Phase 1

Rio Vista Phase 2

Rio Del Mar Phase 1

Rio Del Mar Phase 2



April 27, 2016

Contract # P-556-040316

Via email: kpifko@rioschools.org

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

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

Dear Kristen,

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

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

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

We are very excited about this opportunity!

Sincerely,

Marika Erdely

Marika Erdely, CEO
Green EconoME
Enclosures

SCOPE OF SERVICES-ENERGY RETROFITS

This Phase 1 will cover the following projects:

Rio Del Mar	<u>Original Contract</u>	<u>Performance + Labor</u>	<u>Excess Insurance</u>	<u>New</u>	<u>Less: Estimated</u>	<u>Net Contract</u>
	<u>Value</u>	<u>& Mat'l Bond Cost</u>	<u>Cost</u>	<u>Contract Value</u>	<u>SCE Incentives</u>	<u>Value</u>
Phase 1	\$ 114,570	\$ 5,156	\$ 5,220	\$ 124,946		\$ 124,946

Scope of Work also includes:

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

INSURANCE

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

ATTACHMENT A

General Terms and Conditions

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

1. **Scope of Services.** Contractor shall perform all work specified in the Scope of Services set forth in the Agreement ("**Work**") and shall not be obligated to perform any work or services in addition to or inconsistent with the Scope of Services except as set forth in a written amendment hereto or as set forth in a separate written agreement. Owner acknowledges that the cost for recommended replacement or repair items is in addition to the fees set forth herein. Contractor is not guarantying or certifying that the work will be sufficient to ensure any certifications or "green" building standards or criterion.
2. **Payment of Invoices.** Owner will pay Contractor within fifteen (15) days upon receipt of invoice. Each retrofit will be billed as each project is completed. If product is back ordered, Contractor will bill as a percentage of completion.
3. **Cooperation; Control of the Work.** Owner will reasonably cooperate with Contractor and provide access to facility areas, systems and personnel in order for Contractor to perform the Work. The Work shall be performed under the general observation and administration of Owner, but any failure to review or, upon review, failure to object to, any aspect of the Work, shall be deemed a waiver or approval of any non-conforming aspect of the Work. Owner shall be responsible for the work or services performed by other representatives or contractors engaged or retained by Owner.
4. **Existing Conditions.** Information as to facility conditions, underground conditions, as-built conditions, or other conditions or obstructions have been provided by Owner to Contractor. Owner warrants the accuracy of such information. Contractor shall be entitled to rely on the accuracy of information furnished by Owner and Owner shall bear responsibility if such information is not accurate or complete.
5. **Waiver of Subrogation.** The Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages to the extent such loss is covered by insurance applicable to the Work. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
6. **Independent Contractor; Taxes.** Contractor shall at all times be deemed an independent contractor of Owner. Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture or partnership relationship between Owner and Contractor, and no such relationship shall be implied from performance of this Agreement.
7. **Suspension.** Owner may direct Contractor in writing, with or without cause, to suspend, delay or interrupt Work, in whole or in part, for such periods of time as Owner may determine in its sole discretion, which shall be treated as an excusable delay. If Owner suspends the

entirety of Contractor's Work for more than 15 consecutive days through no fault of Contractor, then Owner shall provide an equitable increase in Contractor's compensation to reflect Contractor's actual and unavoidable costs arising from such suspension. If Owner, through no fault of Contractor, suspends Contractor's Work for more than 60 consecutive days, then Contractor may terminate this Agreement upon 14 days advance written notice to Owner, provided that Owner may void such termination right by electing to resume Contractor's Work during such notice period.

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed
GREEN ECONOME

Authorizing Signature
Rio School District
Rio Del Mar Elementary
School



April 27, 2016

Contract # P-556-040316

Via email: kpifko@rioschools.org

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

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

Dear Kristen,

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

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

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

We are very excited about this opportunity!

Sincerely,

Marika Erdely

Marika Erdely, CEO
Green EconoME
Enclosures

SCOPE OF SERVICES-ENERGY RETROFITS

This Phase 2 will cover the following projects:

<u>Rio Del Mar</u>	<u>Original Contract</u>	<u>Performance + Labor</u>	<u>Excess Insurance</u>	<u>New</u>	<u>Less: Estimated</u>	<u>Net Contract</u>
	<u>Value</u>	<u>& Mat'l Bond Cost</u>	<u>Cost</u>	<u>Contract Value</u>	<u>SCC Incentives</u>	<u>Value</u>
<u>Phase 2</u>	334,630	15,058	0	349,688	\$ (98,298)	251,390

Scope of Work also includes:

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

INSURANCE

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

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

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

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

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

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

Signed
GREEN ECONOME

Authorizing Signature
Rio School District
Rio Del Mar Elementary
School



April 27, 2016

Contract # P-557-040316

Via email: kpifko@rioschools.org

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

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

Dear Kristen,

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

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

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

We are very excited about this opportunity!

Sincerely,

Marika Erdely

Marika Erdely, CEO
Green EconoME
Enclosures

SCOPE OF SERVICES-ENERGY EFFICIENCY RETROFITS

This Phase 1 will cover the following projects:

Rio Vista	<u>Original Contract</u>	<u>Performance + Labor</u>	<u>Excess Insurance</u>	<u>New</u>	<u>Less: Estimated</u>	<u>Net Contract</u>
	<u>Value</u>	<u>& Mat'l Bond Cost</u>	<u>Cost</u>	<u>Contract Value</u>	<u>SCE Incentives</u>	<u>Value</u>
Phase 1	\$ 298,574	\$ 13,256	\$ 5,220	\$ 313,050	\$ (59,285)	\$ 253,765

Scope of Work also includes:

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

INSURANCE

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

AUTHORIZATION

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

Sincerely,
Green EconoME

Marika Erdely

Marika Erdely
Chief Executive Officer

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

Authorizing Signature Date

Name Title

ATTACHMENT A

General Terms and Conditions

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

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

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

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

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

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

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

7. **Suspension.** Owner may direct Contractor in writing, with or without cause, to suspend, delay or interrupt Work, in whole or in part, for such periods of time as Owner may determine in its sole discretion, which shall be treated as an excusable delay. If Owner suspends the

entirety of Contractor's Work for more than 15 consecutive days through no fault of Contractor, then Owner shall provide an equitable increase in Contractor's compensation to reflect Contractor's actual and unavoidable costs arising from such suspension. If Owner, through no fault of Contractor, suspends Contractor's Work for more than 60 consecutive days, then Contractor may terminate this Agreement upon 14 days advance written notice to Owner, provided that Owner may void such termination right by electing to resume Contractor's Work during such notice period.

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed
GREEN ECONOMIE

Authorizing Signature
Rio School District
Rio Vista Middle School



April 27, 2016

Contract # P-557-040316
Via email: kpifko@rioschools.org

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

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

Dear Kristen,

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

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

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

We are very excited about this opportunity!

Sincerely,

Marika Erdely

Marika Erdely, CEO
Green EconoME
Enclosures

SCOPE OF SERVICES-ENERGY EFFICIENCY RETROFITS

This Phase 2 will cover the following projects:

<u>Rio Vista</u>	<u>Original Contract</u>	<u>Performance + Labor</u>	<u>Excess Insurance</u>	<u>New</u>	<u>Less: Estimated</u>	<u>Net Contract</u>
	<u>Value</u>	<u>& Mat'l Bond Cost</u>	<u>Cost</u>	<u>Contract Value</u>	<u>SCE Incentives</u>	<u>Value</u>
Phase 2	255,874	11,514	0 \$	267,388	(61,453) \$	205,935

Scope of Work also includes:

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

INSURANCE

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

ATTACHMENT A

General Terms and Conditions

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

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entirety of Contractor's Work for more than 15 consecutive days through no fault of Contractor, then Owner shall provide an equitable increase in Contractor's compensation to reflect Contractor's actual and unavoidable costs arising from such suspension. If Owner, through no fault of Contractor, suspends Contractor's Work for more than 60 consecutive days, then Contractor may terminate this Agreement upon 14 days advance written notice to Owner, provided that Owner may void such termination right by electing to resume Contractor's Work during such notice period.

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

Signed
GREEN ECONOMIE

Authorizing Signature
Rio School District
Rio Vista Middle School

11.21



- Agenda Item:** **11.21. Approval of Change Order No. 1 and No. 2 with GreenEconome to provide additional installation of Solar Window Films at Rio Del Mar and to replace emergency ballasts at Rio Vista Middle School to the original proposal.**
- Speaker:** Kristen Pifko, Assistant Superintendent of Business Services
- Rationale:** Change Order No. 1 will provide additional installation of Solar Window Films at Rio Del Mar Elementary School's Multi-purpose Room.
- Change Order No. 2 is for the replacement of the emergency ballast in two lamp compact fluorescent fixtures inside and outside throughout the campus. When tested, these emergency ballast were not functioning.
- Financial Impact:** Financial Impact: \$15,421.72
- Rio Del Mar Elementary: \$2,822.57
- Rio Vista Middle School: \$12,599.15
- Funding Source: General Fund
- Recommended Motion:** Staff recommends the approval of Change Order No. 1 and Change Order No. 2 for GreenEconome for additional work at Rio Del Mar Elementary School and Rio Vista Middle School.
- Attachments:**
Change Order No. 1
Change Order No. 2



CHANGE ORDER Number 1

PROJECT:	Rio Del Mar Elementary	Green EconoME Project No.:	#P556-O40316
Date Prepared:	April 26, 2016	From:	Green EconoME
Change Order No.:	1		860 Via De La Paz C-2
Contract/PO Number:	#P556-040316		Pacific Palisades, CA 90272
School District:	Rio School District	Attention:	Marika Erdely

Description of Change Order

#	Product/Material Descriptions (taxable)			Extended
P1	Provide additional installation of Solar Window Film Optivision 15 per details noted on Exhibit G			2,348.72 *
				-
				-
				-
				-
				-
				-
				-
				-
				-
	Mark up Percentage	2,348.72	15.000%	352.31 *
	Total Cost			2,701.03 *

#	Performance Bonding Cost Breakdown			
	To provide for Performance and Labor and Material Bonding Cost for a two year period.			\$ 121.55 *
				-
				-
				-
				-
				-
				-
				-
				-
	Total Change Order			2,822.57 *

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

ACCEPTED

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

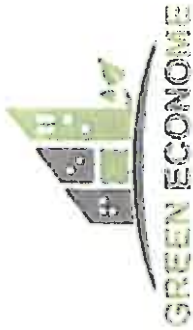
Signatures in the boxes above indicate acceptance of the change(s) and provide Green EconoME with authorization to proceed with the work and to amend invoices for the above amounts. Signatures must be from individuals with proper authority to sign on behalf of their organization or client. Green EconoME's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

RHM
 BSE
 4/26/16
 RDM P556-039
 ADDED SOLAR FILM
 work



SOLAR | ART

Exhibit G
Solar Window Film - Phase 2
Rio Del Mar



col #1

OC Office: 949.770.8969 | LA Office: 818.888.1600 | SD Office: 619.280.8556
Mailing Address: 9301 Research | Irvine, CA 92618 | info@solarart.com | www.solarart.com

Job Location

Company: Rio Del Mar

Name: 3150 Thames River Dr.
Address: Oxnard CA
City: Oxnard CA
State: CA
Zip: 93036
Phone: Cell:
Fax:

Bill To

Company: Green Economy
Name: Monika Erdely
Address: 850 Via De La Paz C-2
City: Pacific Palisades State: CA
Zip: 90272
Phone: Cell: 818 681 5750
Fax: 310 624 0188
Email: monika@greeneconomy.com

Window Information

Glass: SP DP
Frame: Metal

NOTES: Prevailing wage

Area	Width	Length	Rem	Qty	FP	Exp	Film	Total
1. Multipurpose Room Entr	25	19		2			Optivision 15	\$ 89.10
2. Multipurpose Room Entr	28	24		2			Optivision 15	107.90
3. Multipurpose Room Entr	28	32		2			Optivision 15	214.50
4. Multipurpose Room Doo	27	70		2			Optivision 15	279.50
5. Over door	70	19		1			Optivision 15	96.20
6. Custodians Space	89	25		6			Optivision 15	965.90
7. Custodians Space	89	19		2			Optivision 15	257.40
8. Custodians Space door	27	70		2			Optivision 15	279.50
9. Supervisors office	71	52		1			Optivision 15	279.50
10. Supervisors office	71	20		1			Optivision 15	107.90
11. Kitchen Door	18	63		1			Optivision 15	85.80
				22			Price	\$ 2,763.20
							Discount (15%)	\$ (414.48)
							Total	\$ 2,348.72 *

*PA
BSC
4/26/16
Room R2C39
ADDED SOLAR FILM WORK*

**Summary of costs associated with Excess Insurance and Performance Bonding
Rio School District**



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

Performance Bond and Labor and Material Payment Bond Cost*

Bonding Cost increased due to 2 year period of bond

Excess Insurance Coverage - For Rio Del Mar and Rio Vista**

Period of coverage	
4/15 - 6/16	\$ 1,450
6/16 - 6/17	6,200
6/17 - 10/17	2,750
Total Excess Insurance Cost	10,400
Divide by 2 for each School	\$ 5,220

Half for Rio Del Mar and half for Rio Vista

Rio Del Mar	Original Contract Value	Performance + Labor & Mat'l Bond Cost*	Excess Insurance Cost**	New Contract Value
Phase 1	\$ 114,570	\$ 5,220	\$ 5,220	\$ 124,946
Phase 2	334,630	15,058		349,688
Total Contract Value	\$ 449,200	\$ 20,214	\$ 5,220	\$ 474,634

Reimbursement from SCE direct to District	Net Contract Value
Less: Estimated SCE Incentives	0 \$
	124,945
	\$ (98,298)
	\$ (98,298)
	\$ 251,390
	\$ 376,336

Rio Del Mar

Phase 1

HVAC System Performance Analysis
LED Lighting Retrofit
Solar Window Film

Phase 2

Replace Thermostats with Pelican Wireless Thermostats in classrooms and VAV Boxes (offices, admin. spaces)
Occupancy Sensors for classrooms and dining hall
Door Switches for classrooms and dining hall
HVAC Motor Replacement (NEMA)
Advanced Digital Economizer Controller
VFD with Demand Controlled Ventilation
Variable Frequency Drive (VFD) with Demand Control Ventilation
Duct Renovation
Roof Curb Sealing



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

<u>Rio Vista</u>	<u>Original Contract Value</u>	<u>Performance + Labor & Mat'l Bond Cost*</u>	<u>Excess Insurance Cost**</u>	<u>New Contract Value</u>	<u>Reimbursement from SCE direct to District</u>
Phase 1	\$ 294,574	\$ 13,256	\$ 5,220	\$ 313,050	Less: Estimated SCE Incentives \$ (59,285) \$ 253,765
Phase 2	255,874	11,514		267,388	(61,453) \$ 205,935
Total Contract Value	\$ 550,448	\$ 24,770	\$ 5,220	\$ 580,438	(120,738) \$ 459,700

Rio Vista

Phase 1

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

Phase 2

- Occupancy Sensors for classrooms and dining hall
- HVAC Motor Replacement (NEMA)
- Variable Frequency Drive (VFD) with Demand Control Ventilation
- Replace Thermostats with Pelican Wireless Thermostats-Admin. locations with VAV Boxes (offices, admin. spaces)
- VFD for Bard Units
- Duct Renovation
- Roof Curb Sealing

11.22



Agenda Item: 11.22. Approval of Sales Agreement from Quiel Signs for seven (7) clear lexan covers with aluminum frames to be installed onto marquees.

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

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

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

Financial Impact: Fiscal Impact: \$9,861.67

Funding Source: Measure G Bond Funds

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

Attachments:
Agreement with Quiel Signs

CONDITIONAL SALES AGREEMENT FOR SCHOOLS – CONTINUED

- 9. DSA inspector and testing is not included. This is the responsibility of the school district by their inspectors or testing agency and shall be paid by the district (IR 17-5 1.1 & IR A-24).
- 10. The agreement amount does not include additional costs for Prevailing Wage. If required, purchaser authorizes this item to be invoiced as an added/additional charge.
- 11. USER SHALL PROVIDE SERVICE FEED WIRES OF SUITABLE CAPACITY TO LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION DATE.
- 12. Any additional labor, training, design development, etc. not specifically stated in this Agreement is not included in the Sales Agreement price and if provided, will be invoiced as an additional charge.
- 13. **ABNORMAL INSTALL/UNUSUAL DIGGING, FENCING AND SOIL:** Through wall installation is assumed to be normal stucco, wood or soft brick facing. If installer discovers unique circumstances inside wall or if unusual digging conditions (i.e.; ledge, water, underground utilities, excessive rocky or sandy conditions requiring additional equipment or labor, etc.) are encountered in ground installation, this contract is binding. However, an additional cost will be added to the contract price. Any required fencing to be installed by purchaser or general contractor. Any special testing or handling of soil will be an extra.
- 14. Purchaser is taking full responsibility for making its own evaluation of the adequacy and accuracy of all projections. Purchaser shall have no claim against Quiel Brothers Sign Company, Inc. or anyone with respect thereto. Q5

OWNER: QUIEL BROTHERS ELECTRIC SIGN SERVICE CO., INC

PURCHASER: Rio Real School District

Account Rep: _____
Tammy Quiel

By: X _____

By: _____
Executive Officer

X _____

Date: _____

Date X _____
Print Name / Title

Please initial at the bottom of Page 1

BUSINESS ADMINISTRATION OFFICE: 272 S "T" STREET, SAN BERNARDINO CA. 92410, PH (909) 885-4476 * FAX (909) 888-2239
COACHELLA VALLEY (760) 347-8370* HIGH DESERT (760) 955-7446 ~ LICENSE NO. 217345

11.23



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

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

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

Financial Impact: Financial Impact: \$24,742.80

Funding Source: Measure G

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

Attachments:
Invoice from JMB

April 22, 2016

JMB Services, Inc.

dba: Pacific Landscape Services
Lic# C-27 864094



PO. Box 654
Somis, Ca. 93066
Phone: 805-484-0086
Fax: 805-484-7435

Landscape Installation Proposal

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

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

Scope

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

Job is for:

Rio School District:
Del Valle Middle School.

This is a prevailing wage contract. ✓

Site Preparation

Site Preparation

Description	Quantity	Unit	Price/Unit	Extended	Price
RAISED PLANTER SOIL	1.00	COMPLE	3,250.00	3,250.00	3,250.00
SUPPLIES	1.00	Comp	1,500.00	1,500.00	1,500.00
KUBOTA LG W/ SCRAPER	1.00	COMPLE	1,250.00	1,250.00	1,250.00
INSTALLATION LABOR	48.00	HR	145.00	6,960.00	6,960.00
MOBILIZATION	1.00	EA	1,200.00	1,200.00	1,200.00
				<u>14,160.00</u>	<u>14,160.00</u>

Irrigation

Irrigation

Description	Quantity	Unit	Price/Unit	Extended	Price
DRIP SYSTEM FOR NEW PLANINGS	1.00	COMPLE	4,500.00	4,500.00	4,500.00
				<u>4,500.00</u>	<u>4,500.00</u>

Planting

Planting

Description	Quantity	Unit	Price/Unit	Extended	Price
FESTUCA GLAUCA~	60.00	01 GA	9.99	599.40	599.40
ROSE PINK DRIFT	36.00	05 GA St	18.99	683.64	683.64
SALVIA GREGGII RED~	24.00	05 GA St	24.99	599.76	599.76
TRACHYCARPUS FORTUNEI	12.00	7 FT BT	350.00	4,200.00	4,200.00
				<u>6,082.80</u>	<u>6,082.80</u>
				<u>24,742.80</u>	<u>24,742.80</u>

PLANTERS AT RIO DEL VALLE
INSTALLATION OF PLANTS
AND IRRIGATION TO
COMPLETE
15-00536

Ka
BCC
4/25/16

Terms & Conditions

Thank you for the opportunity to bid your project. This job may be accepted by signing and dating below. You have a three day right of refusal upon signing. Deposit will be the lesser of 10% or a maximum of \$1,000.00. Payments are as follows: 30% at start of project; 30% at next designated phase; 25% at final phase and balance upon completion. Job shall take approximately

_____ days to complete. Any landscape plan credit shall be applied to the final payment. After signing, job shall begin approximately 4-6 weeks from today. This is not a final contract until all field measurements are verified by a JMB Services, Inc representative.

CHANGE ORDERS:

Change order deductions will not be a one for one deduction. Due to overhead, travel and fuel expenses, change order credits shall be at 70% of listed price (ie \$100.00 installed tree receives \$70.00 credit on current contract).

Accepted By: _____
Customer Date

Contact Information:

Main Contact Name: _____ Spouse _____
Home _____ Home _____
Work _____ Work _____
Cell _____ Cell _____
Email Address _____ Email Address _____

Agreed To: _____
JMB Services, Inc. Representative Date

Field Measurements Verified: _____
JMB Services, Inc. Representative Date

NOTICE TO OWNER

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

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

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

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

- (1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his/her financial incapacity.
- (2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.
- (3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.
- (4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single family residence or a duplex owned by the individuals, the persons signing these releases lose the right to file a mechanics' lien

claim against your property. In other types of construction, this protection may still be important, but may not be as complete.

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

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

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

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

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

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

NOTICE OF RIGHT TO CANCEL

Notice of Cancellation

_____ (enter date of transaction)

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

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

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

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

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

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

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

not later than midnight of _____ (date)

I hereby cancel this transaction _____

(date)

(buyer's signature)

By:

JMB Services, Inc.

Date

Accepted:

Date



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

Attachments:



Agenda Item: 13. Adjournment

Attachments:

