



SCHOOL

DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

REGULAR BOARD MEETING

March 15, 2017

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

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

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

2.0



Wednesday, March 15, 2017
RSD Regular Board Meeting

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

1. Open Session 5:00 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance

1.3 Roll Call

2. Approval of the Agenda

2.1 Agenda Correction, Additions, Modifications

2.2 Approval of the Agenda

3. Public Comment-Closed Session

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

4. Closed Session

4.1 Conference with Legal Counsel—Anticipated Litigation, pursuant to Government Code Section 54956.9(d)(2). Potential number of cases: 1 (significant exposure to litigation based upon receipt of a claim). Liability Claim, pursuant to Government Code Section 54956.95. Claimant: (Specify name or state name is unspecified pursuant to Government Code Section 54961). Agency claimed against: Rio School District.

4.2 Conference with Legal Counsel-Pending Litigation-Subdivision (a) Government Code 54956.9 Case No: OH 2016121089

4.3 Consideration of Student Discipline-Stipulate Expulsion [Education Code 48918]Stipulated Expulsion of Student No. 5064139

4.4 Conference with Real Property Negotiators, pursuant to California Government Code 54954.5(b) and 54956.8; Property: District Office, 2500 E. Vineyard Ave, Oxnard, CA 93036; Agency Negotiators: Dr. John Puglisi, District Superintendent, and Dr. Joel Kirschenstein, Special Consultant to District; Negotiation Party: None at this time; Under Negotiation: Price and Terms of Payment

4.5 Conference with Real Property Negotiators, pursuant to California Government Code 54954.5(b) and 54956.8; Property: El Rio School Site 2417 E. Vineyard Ave, Oxnard; Agency Negotiators: John Puglisi, Superintendent and Joel Kirschenstein, Consultant; Under Negotiation: Price and terms of payment for sale of the El Rio School Site.

4.6 Conference with Real Property Negotiators, pursuant to Government Code § 54956.8 Property: Those parcels identified by APNs 133-0- 041-015 through 045 and 133-0- 042- 015 through 045 located in Oxnard, CA Agency negotiators: Dr. John Puglisi, District Superintendent, and Dr. Joel Kirschenstein, special consultant to District Negotiating party: Beedy Street Properties, LLC Under negotiation: price and terms of payment

4.7 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2016/2017 and 2017/2018

4.8 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association

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

5.1 Report of Closed Session

6. Presentations/Recognitions

6.1 Rio Vista Naval Engineering Challenge

6.2 Sokikom-Soki Bowl

7. Communications

7.1 Acknowledgement of Correspondence to the Board

7.2 Board Member Reports

7.3 Organizational Reports-RTA/CSEA/Other

7.4 Superintendent Report

7.5 Public Comment-Board meetings are meetings of the Governing Board held in public, not public forums, and will be held in a civil, orderly and respectful manner. All public comments or questions should be addressed to the board through the board president. To assure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must fill out a speaker card. Cards are available at the meeting and on the District website. Cards must be submitted to the Secretary or Clerk of the Board. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. The Governing Board may place limitations on the total time to be devoted to each topic if it finds that the number of speakers would impede the Board's ability to conduct its business in a timely manner. Procedures for receiving communication from the public on topics that fall under the subject jurisdiction of the Governing Board. A member of the public may address the Governing Board on any item(s) on the agenda or non-agenda items. Each person speaking may not exceed a total of three minutes on each item. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. These presentations are limited to three minutes or a total of twenty minutes.

8. Information

8.1 Business Services Report

8.2 Educational Services Report

8.3 First Reading of CSBA Board Policies

8.4 First Reading of CSBA Recommended Policy and Resolution Regarding Undocumented Students and Safe Have School Districts

9. Discussion/Action

9.1 Authorizing the District to Proceed with a Construction management Multi-Prime Delivery Method for the Construction of the RiverPark West K-8 STEAM School Project, and Approval of Amendment to Balfour Beatty Construction's Existing Contract with the District.

9.2 Approval of Resolution No. 1617/22 Declaring the District's Intention to Sell the District Office to the Private Sector, including, but not limited to, Disposition by Sale, Lease, or Exchange), Subject to Certain Conditions

9.3 Approval of Single Plan for Student Achievement for Rio Vista, Rio del Mar, Rio Rosales, Rio del Norte, Rio Plaza, Rio Lindo, Rio Real and Rio del Valle

9.4 Permission to Solicit Grocery Bids for Child Nutrition Services Items

9.5 Approval of proposal from Channel Islands Roofing, Inc. for the repair of the District Office Building due to heavy rain.

9.6 Approval of Proposal from Earth Systems for the geotechnical observation and testing during rough grading of the new STEAM K-8 School.

9.7 Approval of proposal from Earth Systems for special inspections and materials testing services

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

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

9.10 Approval fo the 2016-2017 Second Interim Budget

10. Consent

10.1 Approval of the Consent Agenda

10.2 Approval of the Minutes of the Regular Board Meeting of February 15, 2017

10.3 Approval of Donation Report

10.4 Ratification of the Commercial Warrant

10.5 March Personnel Report

10.6 Mentor Induction Program Contract Services

10.7 CSUCI Nursing Services Agreement

10.8 Approval of Contract Extension for Diane DeLaurentis-Artist in Residence

10.9 Proposal for a Preliminary Geotechnical Engineering Study from NV5

10.10 Approval of proposal and contract with Fence Factory for installation of fence at Rio Rosales

10.11 Approval of invoices from Kiwitt's General Building for the ground preparation for the Garden Project.

10.12 Rio del Norte HVAC Pilot Project

11. Organizational Business

11.1 Future Items for Discussion

11.2 Future Meeting Dates: April 19, 2017

12. Adjournment

12.1 Adjournment

4.1

**Agenda Item Details**

Meeting Mar 15, 2017 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.1 Conference with Legal Counsel—Anticipated Litigation, pursuant to Government Code Section 54956.9(d)(2). Potential number of cases: 1 (significant exposure to litigation based upon receipt of a claim). Liability Claim, pursuant to Government Code Section 54956.95. Claimant: (Specify name or state name is unspecified pursuant to Government Code Section 54961). Agency claimed against: Rio School District.

Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content



Agenda Item Details

Meeting Mar 15, 2017 - RSD Regular Board Meeting
Category 4. Closed Session
Subject 4.2 Conference with Legal Counsel-Pending Litigation-Subdivison (a) Government Code 54956.9
Case No: OH 2016121089
Access Public
Type Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content



Agenda Item Details

Meeting Mar 15, 2017 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.3 Consideration of Student Discipline-Stipulate Expulsion [Education Code 48918]Stipulated Expulsion of Student No. 5064139

Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

**Agenda Item Details**

| | |
|----------|---|
| Meeting | Mar 15, 2017 - RSD Regular Board Meeting |
| Category | 4. Closed Session |
| Subject | 4.4 Conference with Real Property Negotiators, pursuant to California Government Code 54954.5(b) and 54956.8; Property: District Office, 2500 E. Vineyard Ave, Oxnard, CA 93036; Agency Negotiators: Dr. John Puglisi, District Superintendent, and Dr. Joel Kirschenstein, Special Consultant to District; Negotiation Party: None at this time; Under Negotiation: Price and Terms of Payment |
| Access | Public |
| Type | Discussion |

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

**Agenda Item Details**

Meeting Mar 15, 2017 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.5 Conference with Real Property Negotiators, pursuant to California Government Code 54954.5(b) and 54956.8; Property: El Rio School Site 2417 E. Vineyard Ave, Oxnard; Agency Negotiators: John Puglisi, Superintendent and Joel Kirschenstein, Consultant; Under Negotiation: Price and terms of payment for sale of the El Rio School Site.

Access Public

Type Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

4.6

**Agenda Item Details**

| | |
|----------|--|
| Meeting | Mar 15, 2017 - RSD Regular Board Meeting |
| Category | 4. Closed Session |
| Subject | 4.6 Conference with Real Property Negotiators, pursuant to Government Code § 54956.8 Property: Those parcels identified by APNs 133-0- 041-015 through 045 and 133-0- 042- 015 through 045 located in Oxnard, CA Agency negotiators: Dr. John Puglisi, District Superintendent, and Dr. Joel Kirschenstein, special consultant to District Negotiating party: Beedy Street Properties, LLC Under negotiation: price and terms of payment |
| Access | Public |
| Type | Discussion |

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content



Agenda Item Details

Meeting Mar 15, 2017 - RSD Regular Board Meeting
Category 4. Closed Session
Subject 4.7 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2016/2017 and 2017/2018
Access Public
Type Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content



Agenda Item Details

Meeting Mar 15, 2017 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.8 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association

Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

7.4

**Agenda Item Details**

| | |
|----------|--|
| Meeting | Mar 15, 2017 - RSD Regular Board Meeting |
| Category | 7. Communications |
| Subject | 7.4 Superintendent Report |
| Access | Public |
| Type | Procedural |

Public Content

Speaker: Superintendent Puglisi

Rationale:

Superintendent Puglisi will update the Governing Board on the following:

- STEAM School Update

Administrative Content

Executive Content

8.1



Agenda Item Details

| | |
|-----------------|---|
| Meeting | Mar 15, 2017 - RSD Regular Board Meeting |
| Category | 8. Information |
| Subject | 8.1 Business Services Report |
| Access | Public |
| Type | Information |
| Goals | Goal 3-Create welcoming and safe environments where students attend and are connected to their school Goal 1-Improved student achievement at every school and every grade in all content areas |

Public Content

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: Ms. Pifko will update the Governing Board on the following topics:

- Child Nutrition

Administrative Content

Executive Content



Agenda Item Details

| | |
|-----------------|--|
| Meeting | Mar 15, 2017 - RSD Regular Board Meeting |
| Category | 8. Information |
| Subject | 8.2 Educational Services Report |
| Access | Public |
| Type | Information |
| Goals | Goal 1-Improved student achievement at every school and every grade in all content areas Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning. |

Public Content

Speaker: Educational Services Staff

Rationale: Educational Staff will provide the Governing Board with the following updates:

- Youth Truth Survey Results
- Accountability Dashboard

Administrative Content

Executive Content



Agenda Item Details

Meeting Mar 15, 2017 - RSD Regular Board Meeting
Category 8. Information
Subject 8.3 First Reading of CSBA Board Policies
Access Public
Type Information

Public Content

Speaker: Superintendent Puglisi

Rationale:

Administrative Content

Executive Content



Agenda Item Details

| | |
|----------|--|
| Meeting | Mar 15, 2017 - RSD Regular Board Meeting |
| Category | 8. Information |
| Subject | 8.4 First Reading of CSBA Recommended Policy and Resolution Regarding Undocumented Students and Safe Have School Districts |
| Access | Public |
| Type | Information |
| Goals | <p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p> <p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p> |

Public Content

Speaker: Superintendent Puglisi

Rationale:

California's public schools have a unique mission to help all students succeed in college, career and civic life. This responsibility is reinforced, in a legal context, by the landmark Supreme Court decision in *Plyer v. Doe*. In that ruling, the Court held that school districts must not discriminate on the basis of race, color, or national origin, and that students not be barred from enrolling in schools on the basis of their immigration status or that of their parents.

The rights and responsibilities of schools districts that educate undocumented students have received renewed attention due to recent developments at the federal level. This has caused many districts to question how they can best uphold their obligation to serve all students, regardless of immigration status.

In response, CSBA has developed a new legal guidance, a pair of sample policies and a sample resolution addressing the right of undocumented students to an education, as well as the "safe haven" or "sanctuary" designation that has been adopted by some districts.

[CSBAResSafeHaven031517.docx \(685 KB\)](#)

[BP5111.rtf \(53 KB\)](#)

[BP5111.1.rtf \(57 KB\)](#)

Administrative Content

Executive Content



CSBA SAMPLE RESOLUTION

Providing All Children Equal Access to Education, Regardless of Immigration Status

WHEREAS: The U.S. Supreme Court has held, in *Plyler v. Doe*, 457 U.S. 202 (1982), that local school districts have a constitutional mandate to educate all students residing within their jurisdictional boundaries, regardless of their immigration status;

WHEREAS: All students have a right to attend school free of bullying, intimidation, and discrimination;

WHEREAS: The Governing Board is committed to the success of all students irrespective of their immigration status or citizenship, and believes that every school site should be a welcoming place for all students and their families;

WHEREAS: The California Department of Education (CDE) has declared California public schools as welcoming, safe places for learning and teaching for all students, regardless of immigration status, reaffirming federal regulations and state law that prohibit educational agencies from disclosing personally identifiable student information to anyone, including law enforcement, without consent of a parent or guardian, or a court order or lawful subpoena, or in the case of a health emergency;

WHEREAS: The CDE recommends that local educational agencies do not collect or maintain documents that may be related to immigration status including, but not limited to, passports, visas, and social security numbers, as they are not needed by school districts, and place student privacy at an unnecessary risk;

WHEREAS: The U.S. Immigration and Customs Enforcement (ICE) 2011 policy states that immigration enforcement activity will not be conducted at any “sensitive” location, which includes schools, without special permission by specific federal law enforcement officials, unless exigent circumstances exist that are related to national security, terrorism, public safety, or where there is imminent risk of the destruction of evidence material to an ongoing criminal case; and

WHEREAS: ICE activities in and around schools and school facilities would be a severe disruption to the learning environment and educational setting for students;

NOW, THEREFORE, BE IT RESOLVED: The Governing Board reaffirms that pursuant to federal and state law, every student has the right to attend school regardless of the child's immigration status;

BE IT FURTHER RESOLVED: That the Governing Board confirms that all District students who are eligible to receive school services, including free or reduced price lunch and breakfast, transportation, and educational services, regardless of their immigration status, are entitled to receive those school services, and that staff shall not take any steps that would deny students access to education or the services provided based on their immigration status;

BE IT FURTHER RESOLVED: In order to provide a public education, regardless of a child's or family's immigration status, absent any applicable federal, state, local law or regulation, local ordinance, or court decision that may lawfully provide otherwise, the District shall act consistent with the following practices:

1. District personnel shall not treat students differently for residency determination purposes on the basis of their actual or perceived immigration status and shall treat all students equitably in the receipt of all school services for which they are eligible.
2. District personnel shall not inquire about a student's immigration status or require documentation of a student's legal status, such as asking for a visa or passport, during enrollment or at any other time.
3. District personnel shall review the list of documents that are currently used to establish residency and shall ensure that any required documents would not unlawfully bar or discourage a student who is undocumented or whose parents are undocumented from enrolling in or attending school.
4. District personnel shall neither require students to apply for Social Security numbers nor require students to provide a Social Security number, passport or visa.
5. District personnel shall not to allow any immigration enforcement officer or agent to enter a school site without first signing in with the school administration and making a request to enter campus, and shall forward any request by immigration enforcement agents to enter a school site (including for the services of lawful subpoenas, petitions, complaints, warrants, etc.) to the Superintendent's office for review, in consultation with District legal counsel.
6. District personnel, when encountering immigration enforcement agents who are on school grounds on account of urgent or "exigent" circumstances, shall direct them to the school office and alert an administrator to contact the Superintendent's office and legal counsel.

7. District personnel shall immediately send all requests by immigration enforcement agents for information or documents to the Superintendent, who in consultation with District legal counsel, shall consider all legally permissible actions that may be taken to respond to such requests to protect the privacy rights of students and their families.

8. District personnel shall not enter into any agreement with ICE to enforce federal immigration law, and shall not participate in any ICE or Border Patrol enforcement actions.

9. District personnel, as designated by the Superintendent, along with District legal counsel, shall review the impact of any changes in federal immigration laws, state laws, and policies or programs that may impact students, and develop solutions aimed at preventing and/or mitigating the impact on both students and employees that may arise from the collection of, storage of, or access to any personally identifiable information for immigration enforcement purposes.

10. District personnel shall take all reasonable measures so that after-school program providers and other service providers that have access to student or family information will also follow the actions described herein.

BE IT FURTHER RESOLVED: That the Superintendent shall ensure that all teachers, school administrators and school and District office staff will be adequately trained on how to implement this Resolution;

BE IT FURTHER RESOLVED: That the Superintendent shall ensure that all parents/guardians will receive notification of this resolution to fully inform students and their families of their rights in the District;

BE IT FURTHER RESOLVED: That the Superintendent shall distribute copies of this Resolution to all school sites and to any District-authorized charter schools.

Passed and Adopted by the Board of _____ on _____ 2017, by the following vote:

AYES:

NOES:

ABSENT:

_____, Board President

_____, Board Secretary

CSBA Sample

Board Policy

Admission

BP 5111

Students

Note: Pursuant to Education Code 48200, all children ages 6-18 years are subject to compulsory full-time education, unless specifically exempted. See BP/AR 5112.1 - Exemptions from Attendance for further information about such exemptions.

The Governing Board encourages the enrollment and appropriate placement of all school-aged children in school. The Superintendent or designee shall inform parents/guardians of children entering a district school at any grade level about admission requirements and shall assist them with enrollment procedures.

Note: Admission requirements include age criteria for grades K-1; see the accompanying administrative regulation. Other admission requirements are addressed in AR 5111.1 - District Residency, BP/AR 5141.31 - Immunizations, and AR 5141.32 - Health Screening for School Entry.

Before enrolling any child in a district school, the Superintendent or designee shall verify the child's age, residency, immunization, and other applicable eligibility criteria specified in law, the accompanying administrative regulation, or other applicable Board policy or administrative regulation.

(cf. 5111.1 - District Residency)

(cf. 5125 - Student Records)

(cf. 5141.3 - Health Examinations)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

Note: State and federal law require the immediate enrollment of homeless youth (Education Code 48850, 48852.7; 42 USC 11432) and foster youth (Education Code 48853.5), regardless of their ability to provide the school with records normally required for enrollment; see BP/AR 6173 - Education for Homeless Children and AR 6173.1 - Education for Foster Youth. In addition, Education Code 49701 requires the district to facilitate the enrollment of children of military families and to ensure that they are not placed at a disadvantage due to difficulty in the transfer of their records from previous school districts and/or variations in entrance or age requirements; see BP/AR 6173.2 - Education of Children of Military Families.

The Superintendent or designee shall ensure that the enrollment of a homeless or foster child or a child of a military family is not delayed because of outstanding fees or fines owed to the child's

last school or for his/her inability to produce previous academic, medical, or other records normally required for enrollment.

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)

*****Note: Education Code 48645.5 prohibits the district from denying enrollment to a child solely for reason of his/her contact with the juvenile justice system as specified in the following paragraph. Also see AR 6173.3 - Education for Juvenile Court School Students. Pursuant to Education Code 48647, districts are strongly encouraged to work together with other agencies, including, but not limited to, the county office of education and the county probation department, to facilitate smooth transition of children from the juvenile court schools into regular schools.*****

In addition, no child shall be denied enrollment in a district school solely on the basis of his/her arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other contact with the juvenile justice system. (Education Code 48645.5)

(cf. 5119 - Students Expelled from Other Districts)
(cf. 6173.3 - Education for Juvenile Court School Students)

*****Note: In Plyler v. Doe, the U.S. Supreme Court ruled that, under the Fourteenth Amendment of the U.S. Constitution, students cannot be denied a free public education on the basis of their citizenship or immigration status, including their status as undocumented children. As discussed in a Dear Colleague Letter and fact sheet, Information on the Rights of All Children to Enroll in School, jointly issued by the U.S. Department of Justice's Civil Rights Division and U.S. Department of Education's Office for Civil Rights, it may be a violation of federal law for districts to adopt a policy or procedure that prohibits or discourages children from enrolling in school because they or their parents/guardians are not United States citizens or are undocumented.*****

*****Note: Undocumented children in California not only have a right to attend school, but are mandated to do so under state compulsory education laws (Education Code 48200). Furthermore, every student has a right to attend school free from discrimination, harassment, violence, intimidation, and bullying; see BP 0410 - Nondiscrimination in District Programs and Activities and BP/AR 5145.3 - Nondiscrimination/Harassment.*****

*****Note: Although districts may require proof of residency within the district (e.g., utility or phone bill, property tax payment receipt, rental property lease agreement, etc.), they should not request visas, passports, or other documentation that would discourage undocumented children from enrolling in school; see BP/AR 5111.1 - District Residency.*****

*****Note: If the district becomes aware of the citizenship or immigration status of any student, it is prohibited from disclosing such information to U.S. Immigration and Customs Enforcement,**

as such disclosure is not among the limited exceptions specified in law for which student records may be released without parental consent or a lawful judicial order.***

Note: For further discussion of these issues, see CSBA's Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status. The legal guidance also includes a sample board resolution that may be used to inform students, parents/guardians, and the community of students' rights under current law to attend a district school regardless of their citizenship or immigration status.

The Superintendent or designee shall not inquire into or request documentation of a student's citizenship or immigration status, and shall not deny a student enrollment in a district school on the basis of the citizenship or immigration status of the student or his/her parents/guardians. Any information obtained about a student's or parent/guardian's citizenship or immigration status shall not be shared without parent/guardian consent or a lawful judicial order, in accordance with laws pertaining to the confidentiality of student records.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.3 - Nondiscrimination/Harassment)

Note: The following optional paragraph is for use by districts that request the social security number of a student or his/her parent/guardian for enrollment purposes. 5 USC 552a Note provides that a district may not deny enrollment to a student if he/she or his/her parent/guardian chooses not to provide a social security number. Thus, while CSBA's Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status recommends against requesting social security numbers, a district that chooses to do so must inform the enrolling student or parent/guardian that the disclosure is voluntary.

A student shall not be denied enrollment based on the parent/guardian's refusal to provide the student's or parent/guardian's social security number. During the enrollment process, students and parents/guardians shall be informed that disclosure of their social security number is voluntary. (5 USC 552a Note)

Note: The following optional paragraph may be revised to reflect district practice. Education Code 48354 requires the district to give priority for enrollment to students residing in the district, including students applying for intradistrict open enrollment, over students transferring from a school identified under the Open Enrollment Act (Education Code 48350-48361). Thus, the district needs to align the application windows for various attendance options in a manner that will allow the district to meet legal requirements pertaining to admissions priorities. See BP/AR 5116.1 - Intradistrict Open Enrollment and BP/AR 5118 - Open Enrollment Act Transfers for application windows applicable to those options.

When enrolling in any district school, including a school in their attendance area, children whose parents/guardians reside within district boundaries shall be subject to the timelines established by the Board for open enrollment. Children whose parents/guardians do not reside within the district

or who are not otherwise eligible for enrollment in the district may apply for interdistrict attendance in accordance with the timelines specified in applicable Board policies and administrative regulations.

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

(cf. 5118 - Open Enrollment Act Transfers)

Note: Education Code 49452.9, as amended by AB 2308 (Ch. 570, Statutes of 2016), extends beyond the 2017-18 school year the requirement that district enrollment forms include an informational item about affordable health care options and available enrollment assistance. Pursuant to Education Code 49452.9, the district could accomplish this by developing an informational item or amending its existing forms, or by using a template or attaching a fact sheet to be developed by the California Department of Education.

The district's enrollment application shall include information about the health care options and enrollment assistance available to families within the district. The district shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the child or his/her family. (Education Code 49452.9)

Legal Reference:

EDUCATION CODE

46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten

46600 Agreements for admission of students desiring interdistrict attendance

48000 Minimum age of admission (kindergarten)

48002 Evidence of minimum age required to enter kindergarten or first grade

48010 Minimum age of admission (first grade)

48011 Admission from kindergarten or other school; minimum age

48050-48053 Nonresidents

48200 Children between ages of 6 and 18 years (compulsory full-time education)

48350-48361 Open Enrollment Act

48850-48859 Educational placement of homeless and foster youth

48645.5 Enrollment of former juvenile court school students

49076 Access to records by persons without written consent or under judicial order

49408 Information of use in emergencies

49452.9 Health care coverage options and enrollment assistance

49700-49704 Education of children of military families

HEALTH AND SAFETY CODE

120325-120380 Education and child care facility immunization requirements

121475-121520 Tuberculosis tests for students

CODE OF REGULATIONS, TITLE 5

200 Promotion from kindergarten to first grade
201 Admission to high school
CODE OF REGULATIONS, TITLE 17
6000-6075 School attendance immunization requirements
UNITED STATES CODE, TITLE 5
552a Note Refusal to disclose social security number
UNITED STATES CODE, TITLE 42
11431-11435 McKinney-Vento Homeless Assistance Act
COURT DECISIONS
Plyler v. Doe, 457 U.S. 202 (1982)

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS

Fact Sheet: Information on the Rights of All Children to Enroll in School

Dear Colleague Letter: School Enrollment Procedures, May 8, 2014

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/about/offices/list/ocr>

U.S. Department of Justice: <https://www.justice.gov>

(11/11 4/15) 2/17

CSBA Sample

Board Policy

District Residency

BP 5111.1

Students

Note: Education Code 48200 requires the district to provide an education to any student who resides within the district's attendance area. Education Code 48204, as amended by AB 224 (Ch. 554, Statutes of 2015), specifies additional circumstances under which students will be deemed to meet the residency requirements for school attendance, including, but not limited to, through parent/guardian employment within district boundaries under certain conditions and interdistrict transfers; see the accompanying administrative regulation.

Note: If the Governing Board elects to authorize investigations to verify students' residency, it is mandated to adopt policy with specified components pursuant to Education Code 48204.2, as added by AB 1101 (Ch. 170, Statutes of 2015). See sections "Investigation of Residency" and "Appeal of Enrollment Denial" below.

The Governing Board desires to admit all students who reside within district boundaries or who fulfill the district residency requirements through other means as allowed by law. The Superintendent or designee shall develop procedures to facilitate the receipt and verification of students' proof of residency.

(cf. 5116 - School Attendance Boundaries)

The Superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance. (Education Code 48980)

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall require parents/guardians to provide documentation of the student's residency upon admission to a district school. A copy of the document or written statement offered as verification of residency shall be maintained in the student's mandatory permanent record. (5 CCR 432)

(cf. 5111 - Admission)

(cf. 5125 - Student Records)

***Note: In Plyler v. Doe, the U.S. Supreme Court ruled that, under the Fourteenth Amendment

Info only 03/15/17

of the U.S. Constitution, students cannot be denied a free public education on the basis of their citizenship or immigration status, including their status as undocumented children. As discussed in a Dear Colleague Letter and fact sheet, Information on the Rights of All Children to Enroll in School, jointly issued by the U.S. Department of Justice's Civil Rights Division and U.S. Department of Education's Office for Civil Rights, it may be a violation of federal law for districts to adopt a policy or procedure that prohibits or discourages children from enrolling in school because they or their parents/guardians are not United States citizens or are undocumented. Thus, while the district may require proof that a student resides within the district (see accompanying administrative regulation for allowable evidence of residency), it should not request visas, passports, or other documentation that would discourage undocumented children from enrolling in school. Also see BP 5111 - Admission and CSBA's Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status.***

When establishing a student's residency for enrollment purposes, the Superintendent or designee shall not inquire into a student's citizenship or immigration status.

Note: When a district chooses to grant residency status to students whose parent/guardian is employed within district boundaries for at least 10 hours per school week (see section "Residency Based on Parent/Guardian Employment (Allen Bill Transfers)" in the accompanying administrative regulation), Education Code 48204 encourages the district to notify the parent/guardian in writing when admission is denied and to provide reasons for the denial. The following optional paragraph provides that written notice will be provided to parents/guardians whenever enrollment is denied on any basis related to residency and may be revised to reflect district practice.

A student's enrollment may be denied when the submitted documentation is insufficient to establish district residency. In any such case, the Superintendent or designee shall notify the parent/guardian in writing, including specific reasons for the denial.

Investigation of Residency

Note: The following section should be revised to reflect district practice. To conduct an investigation into the residency claim of a student as authorized by Education Code 48204.1, a district is mandated, pursuant to Education Code 48204.2, as added by AB 1101 (Ch. 170, Statutes of 2015), to adopt a policy with specified components. The policy must (1) identify the circumstances under which the district may initiate an investigation, including, at a minimum, a requirement that the district is able to identify specific, articulable facts supporting the belief that the parent/guardian has provided false or unreliable evidence of residency; (2) describe the investigatory methods that may be used, including whether the district may employ the services of a private investigator; (3) require staff to make reasonable efforts to determine whether the student resides in the district before hiring a private investigator (if allowed at all); (4) prohibit surreptitious photographing or video-recording of students who are being investigated; and (5) provide for an appeals process.

***Note: The district should consult legal counsel if questions arise regarding the

appropriateness of efforts to verify residency.***

When the Superintendent or designee reasonably believes that a student's parent/guardian has provided false or unreliable evidence of residency, he/she may make reasonable efforts to determine that the student meets district residency requirements. An investigation may be initiated when the Superintendent or designee is able to identify specific, articulable facts supporting the belief that the parent/guardian has provided false or unreliable evidence of residency. (Education Code 48204.1, 48204.2)

The Superintendent or designee may assign a trained district employee to conduct the investigation. The investigation may include the examination of records, including public records, and/or interviews of persons who may have knowledge of the student's residency.

If necessary, the Superintendent or designee may employ the services of a private investigator to conduct the investigation. Before hiring a private investigator, the Superintendent or designee shall make other reasonable efforts to determine whether the student resides in the district. (Education Code 48204.2)

The investigation shall not include the surreptitious collection of photographic or videographic images of persons or places subject to the investigation. However, the use of technology is not prohibited if done in open and public view. (Education Code 48204.2)

Any employee or contractor engaged in the investigation shall truthfully identify himself/herself as an investigator to individuals contacted or interviewed during the course of the investigation. (Education Code 48204.2)

Appeal of Enrollment Denial

Note: If the district chooses to authorize investigations into the residency claim of a student as described in the section "Investigation of Residency" above, it is mandated pursuant to Education Code 48204.2, as added by AB 1101 (Ch. 170, Statutes of 2015), to adopt a policy which provides for an appeals process. The timelines specified in the following section may be revised to reflect district practice.

If the Superintendent or designee, upon investigation, determines that a student does not meet district residency requirements and denies the student's enrollment in the district, he/she shall provide the student's parent/guardian an opportunity to appeal that determination. (Education Code 48204.2)

The Superintendent or designee shall send the student's parent/guardian written notice specifying the basis for the district's determination. This notice shall also inform the parent/guardian that he/she may, within 10 school days, appeal the decision and provide new evidence of residency.

The burden shall be on the parent/guardian to show why the district's determination to deny enrollment should be overruled. (Education Code 48204.2)

A student who is currently enrolled in the district shall be allowed to remain in attendance at his/her school pending the results of the appeal. A student who is not currently enrolled in the district shall not be permitted to attend any district school unless his/her appeal is successful.

Note: The district may select and/or revise either of the following options to indicate who will be responsible for making the final decision regarding the student's residency claim. Option 1 is for use by districts that assign a district employee other than the Superintendent to make the initial residency determination, and provides that the Superintendent will make the final decision following the appeals process. Option 2 is for use by districts in which the Superintendent is responsible for the initial residency determination, and provides that the decision may be appealed to the Governing Board.

OPTION 1: In an appeal to the Superintendent of a determination that district residency requirements were not met, the Superintendent shall review any evidence provided by the parent/guardian or obtained during the district's investigation and shall make a decision within 10 school days of receipt of the parent/guardian's request for the appeal. The Superintendent's decision shall be final.

OPTION 2: In an appeal of the Superintendent's determination that district residency requirements were not met, the Board shall review any evidence provided by the parent/guardian or obtained during the district's investigation and shall make a decision at its next regularly scheduled meeting following the parent/guardian's request for the appeal. The Board's decision shall be final.

Enrollment Not Requiring District Residency

Note: The following optional paragraph is for use by any district maintaining grades 9-12 that (1) has petitioned for certification from the U.S. Department of Homeland Security's Student and Exchange Visitor Program to enroll a nonimmigrant foreign student who is in the United States on an F-1 visa and/or (2) admits high school students from other countries through an international exchange program under the sponsorship of a government-approved agency. For further information about enrollment of nonresident foreign students, see AR 5111.2 - Nonresident Foreign Students, BP/AR 6145.6 - International Exchange, and CSBA's Legal Guidance Regarding International Student Exchange Placement Organizations.

When approved by the Board and the appropriate agency, the district may enroll students from other countries who are in the United States on an F-1 visa or are participating in an international exchange program under the sponsorship of a government-approved agency.

(cf. 5111.2 - Nonresident Foreign Students)
(cf. 6145.6 - International Exchange)

***Note: The following optional paragraph is for use by any district adjacent to another state or foreign country from which students may commute to the district and should be revised to reflect

district circumstances. Pursuant to Education Code 48050 and 48052, any district that admits such students must be reimbursed by the parents/guardians of the students or by the district of residence for the total cost of educating the student and may not include such students in computing average daily attendance for purpose of obtaining apportionment of state funds.***

The district may enroll a nonresident student living in an adjoining state or foreign country in accordance with Education Code 48050-48052.

District residency is not required for enrollment in a regional occupational center or program if there are openings in the program or class. (Education Code 52317)

(cf. 6178.2 - Regional Occupational Center/Program)

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination

35160.5 Intradistrict open enrollment

35351 Assignment of students to particular schools

46600-46611 Interdistrict attendance permits

48050-48054 Nonresidents

48200-48208 Compulsory education law, especially:

48204 Residency requirements

48204.1-48204.2 Evidence of residency

48300-48316 Student attendance alternatives, school district of choice program

48350-48361 Open Enrollment Act transfers

48852.7 Education of homeless students; immediate enrollment

48853.5 Education of foster youth; immediate enrollment

48980 Notifications at beginning of term

52317 Regional occupational program, admission of persons including nonresidents

FAMILY CODE

6550-6552 Caregivers

GOVERNMENT CODE

6205-6210 Confidentiality of residence for victims of domestic violence

CODE OF REGULATIONS, TITLE 5

432 Retention of student records

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

COURT DECISIONS

Katz v. Los Gatos-Saratoga Joint Union High School District, (2004) 117 Cal.App.4th 47

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of

Immigration Status, February 2017

Legal Guidance Regarding International Student Exchange Placement Organizations, April 2014

U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF
EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS

Fact Sheet: Information on the Rights of All Children to Enroll in School

Dear Colleague Letter: School Enrollment Procedures, May 8, 2014

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Secretary of State, Safe at Home Program: <http://www.sos.ca.gov/safeathome>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

U.S. Department of Justice: <https://www.justice.gov>

(12/15) 2/17

9.1



Agenda Item Details

| | |
|--------------------|---|
| Meeting | Mar 15, 2017 - RSD Regular Board Meeting |
| Category | 9. Discussion/Action |
| Subject | 9.1 Authorizing the District to Proceed with a Construction management Multi-Prime Delivery Method for the Construction of the RiverPark West K-8 STEAM School Project, and Approval of Amendment to Balfour Beatty Construction's Existing Contract with the District. |
| Access | Public |
| Type | Action |
| Fiscal Impact | Yes |
| Dollar Amount | 26,399,246.00 |
| Budgeted | Yes |
| Budget Source | Measure G Funds |
| Recommended Action | Staff recommends approval of the construction manager multi-prime contractor project delivery method, and approval of the attached amendment to Balfour Beatty's existing contract. |
| Goals | Goal 3-Create welcoming and safe environments where students attend and are connected to their school |

Public Content

Speaker: Kristen Pifko

Background:

On December 10, 2014, the District Issued a Request for Qualifications and Proposals for Program and Construction Management Services (the "RFQ") for modernization projects at existing schools and the construction of a new STEAM school in the RiverPark community. The RFQ sought a firm or firms with the requisite experience to provide numerous services, including planning, program management and project/construction management, with phasing and scoping of each project to be determined during the planning process.

On January 7, 2015, the District received six proposals from various firms, including Balfour Beatty Construction ("Balfour Beatty"). District staff evaluated all responses based upon firm experience, rates and fee structure, location of firm, and consistency of firm philosophy with District philosophy. Following its review, District staff recommended selection of Balfour Beatty as the District's program and construction management services firm. At its regularly-held meeting on January 21, 2015, the Board of Trustees ("Board") approved Action Item No. 10.7, which awarded a contract to Balfour Beatty for the provision of program and construction management services for the modernization projects at certain schools and the construction of the RiverPark West K-8 STEAM School (the "RiverPark School"). Since 2015, Balfour Beatty has provided (a) basic services, general program services, preconstruction phase services, pre-bidding phase services, bidding phase services, construction phase services, project completion services, final documents services and warranty services, as needed for the modernization projects at the existing schools and (b) basic services, general program services and preconstruction phase services for the RiverPark School.

Under the contract, Balfour Beatty may provide construction management services to the District in conjunction with or independently of a general contractor. District staff have determined that it would be more cost effective, efficient and in the best interests of the District to proceed with a construction manager multi-prime delivery method during the construction phase of the RiverPark School. Instead of bidding one general contractor for the entire project, the District will bid individual trade packages, with Balfour Beatty's assistance. In accordance with applicable law, the various trade contractors will be prequalified and all trade packages will be publicly bid. After the District enters into contracts with the winning trade contractors, Balfour Beatty will manage the contracts and provide on-site supervision of the project.

This agenda item has two components. First, the Board is asked to consider approval of the construction manager multiprime contractor project delivery method for the construction of the RiverPark School. If the Board approves this project delivery method, then the Board is also asked to consider approval of an amendment to Balfour Beatty's existing contract, setting forth Balfour Beatty's amended fee for this portion of its work related to the school.

Rationale: By using this project delivery method, the District expects to have greater control over the construction phasing and schedule, quality of work, pricing and troubleshooting. Moreover, if the District employed a general contractor, then the District would pay for duplicative supervision, in addition to the general contractor's administrative fees and overhead costs. Consequently, District staff anticipate a net savings with this delivery method.

The initial fee for Balfour Beatty's services was \$500,000.00, to be paid with Measure G funds. At regularly-held meetings on May 11, 2016 and August 10, 2016, the Board approved additional fees totaling \$1,139,760.00. The foregoing fees are for work related to existing Rio School District schools, and preconstruction services related to the RiverPark School. The proposed amendment to Balfour Beatty's contract specifies that Balfour Beatty will be paid 8.03% of the construction costs for phase 1 of construction. The total fee shall not exceed \$2,119,866.00, which is 8.03% of the total estimated construction costs of \$26,399,246.00 for phase 1.

[RioSD - BBC - first amendment final with exhs D-1 and G.pdf \(2,670 KB\)](#)

Administrative Content

Executive Content

**FIRST AMENDMENT TO AGREEMENT FOR PROGRAM
AND CONSTRUCTION MANAGEMENT SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT FOR PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES (this "First Amendment") is entered into as of March 15, 2017, by and between **RIO SCHOOL DISTRICT**, a political subdivision of the State of California ("District"), and **BALFOUR BEATTY CONSTRUCTION, LLC**, a Delaware limited liability company ("Manager"). District and Manager are individually referred to herein as a "Party" and collectively referred to herein as the "Parties." Capitalized terms used herein shall have the same meanings as those defined in the Agreement, defined below, unless the term is otherwise defined in this First Amendment.

RECITALS:

WHEREAS, the Parties executed that certain Agreement for Program and Construction Management Services made as of January 21, 2015 (the "Agreement"), pursuant to the terms of which Manager could provide comprehensive program and construction management services for modernization projects at existing schools and for the new construction of a project currently known as the RiverPark West K-8 STEAM School, all of which would be funded in part by District's Measure G Bonds; and

WHEREAS, the original Agreement contemplated that Manager's scope of work would include basic services, general program services, preconstruction phase services, pre-bidding phase services, bidding phase services, construction phase services, project completion services, final documents services and warranty services, as needed for the modernization projects at the existing schools and for the new construction of the RiverPark West K-8 STEAM School, all as outlined in Exhibit A to the Agreement; and

WHEREAS, the original fee under the Agreement was five hundred thousand dollars (\$500,000.00), with the potential of additional fees dependent upon the actual work to be performed by Manager; and

WHEREAS, Manager has engaged in and is still undertaking various phases of the program and construction management services for the modernization projects at the existing schools, and has completed preconstruction phase services for the RiverPark West K-8 STEAM School; and

WHEREAS, for Manager's services to date, Manager has been paid the original fee of five hundred thousand dollars (\$500,000.00), and, on May 11, 2016, the District's Board of Trustees (the "Board") approved an additional three hundred seventy thousand dollars (\$370,000.00) in fees, and on August 10, 2016, approved an additional seven hundred ninety-six thousand seven hundred sixty dollars (\$796,760.00) in fees; and

WHEREAS, the RiverPark West K-8 STEAM School, as designed, has a student capacity of approximately 900 students, and includes Building A, with certain kindergarten classrooms and an administrative office; Building B, with certain first and second grade classrooms and two STEAM centers; Building C, with certain third to fifth grade classrooms and two STEAM centers; Building D, with certain sixth to eighth grade classrooms and one STEAM center; and Building E, with a library, multipurpose room, central kitchen, culinary classroom and other auxiliary rooms, all as narratively described and pictorially depicted on the architect's drawings that have been submitted for DSA approval, which drawings are attached hereto and incorporated herein by reference as Exhibit "G"; and

WHEREAS, the District has determined that it is in the District's best interest at this time to proceed with partial buildout of the Riverpark West K-8 STEAM School, inclusive of Buildings A, B, D and E, and excluding Building C, for a total capacity of approximately 585 students ("Phase 1"); and

WHEREAS, Manager calculated estimated construction costs based on non-DSA approved plans for entire buildout of the RiverPark West K-8 STEAM School, with Phase 1 totaling approximately twenty-six million three hundred ninety-nine thousand and two hundred forty-six dollars (\$26,399,246.00) and Building C totaling approximately seven million fifty-nine thousand and seven hundred ninety-nine dollars (\$7,059,799.00), for a total of thirty-three million four hundred fifty-nine thousand and forty-five dollars (\$33,459,045.00); and

WHEREAS, District would like Manager to provide the remaining services for Phase 1 of the RiverPark West K-8 STEAM School in accordance with the Agreement and this First Amendment, pursuant to a construction manager multi-prime project delivery method;

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Authorization to Proceed; Schedule of Work.** Manager is authorized to proceed with the remaining services related to Phase 1 of the RiverPark West K-8 STEAM School construction, inclusive of the basic services, general program services; pre-bidding phase services, bidding phase services, construction phase services, project completion services, final documents services and warranty, all as set forth in the Scope of Work delineated in Exhibit A and pursuant to a construction manager multi-prime project delivery method (the "Remaining Phase 1 Services"). Manager shall comply with the updated Schedule of Work for the Remaining Phase 1 Services, which shall be prepared by Manager and approved by District within thirty (30) days of the execution of this First Amendment or prior to the commencement of construction, whichever is sooner, and then attached hereto and incorporated herein by reference as Exhibit C-1. For the purposes of this First Amendment and the Agreement, the term "Services" in the Agreement shall include the Remaining Phase 1 Services.

2. **Fee and Method of Payment.**

a. For the Remaining Phase 1 Services, Manager shall be paid eight and three hundredth percent (8.03%) of the construction costs for Phase 1 of the RiverPark K-8

STEAM School project, as set forth in Exhibit D-1, which is attached hereto and incorporated herein by reference (the "Fee for Remaining Phase 1 Services"). The Parties expressly acknowledge and agree that District's consent to the Fee for Remaining Phase 1 Services is based upon Manager's total estimated construction costs for Phase 1, which, as set forth in Exhibit D-1, is twenty-six million three hundred ninety-nine thousand and two hundred forty-six dollars (\$26,399,246.00) and is based on non-DSA approved plans. Accordingly, except as provided in paragraph 2(b), below, the Fee for Remaining Phase 1 Services shall not exceed two million one hundred nineteen thousand eight hundred sixty-six dollars (\$2,119,866.00), which is approximately eight and three hundredth percent (8.03%) of the twenty-six million three hundred ninety-nine thousand and two hundred forty-six dollars (\$26,399,246.00) total estimated construction costs for Phase 1.

b. Notwithstanding paragraph 2(a) above, Manager shall be entitled to additional payment in accordance with Exhibit B and at the rates set forth in Exhibit D in the event that Manager is required to provide additional services for Phase 1 due to (i) defects, errors or omissions in the plans, (ii) changes in the plans that are requested by District and result in an increase in the total duration of Phase 1 construction set forth in Exhibits C-1 and D-1, or (iii) any requests by the District to perform work related to Phase 1 but in excess of the Remaining Phase 1 Services (all of which shall be defined as the "Additional Phase 1 Services"). District shall provide prior written approval of any Additional Phase 1 Services.

c. Due to budget constraints, in the event that actual bid construction costs, based upon received bids, exceed the estimated construction costs provided by Manager and set forth on Exhibit D-1, the District reserves the right to renegotiate the Fee for Remaining Phase 1 Services; terminate this First Amendment in accordance with the Agreement; or reduce, modify or eliminate certain aspects of the RiverPark K-8 STEAM School project.

3. Termination of Contract. Section 9.1 is replaced in its entirety with the following:

If Manager fails to perform Manager's duties to the satisfaction of District, fails to fulfill in a timely and professional manner Manager's material obligations under this Agreement, or violates any of the material terms or provisions of this Agreement, District shall have the right to terminate this Agreement upon District giving written notice thereof to Manager, and provided that Manager fails to commence and diligently prosecute cure of such default(s) within seven (7) days of District's written notice tendered to Manager hereunder. Notwithstanding the foregoing, in the event that District has already provided Manager with written notice of three (3) defaults at any time within the term of this Agreement, or in the event of any egregious material default by Manager, District shall have the right to terminate this Agreement in accordance with this Section 9.1 without providing Manager an opportunity to cure. For the purpose of this Section 9.1, an "egregious material default" shall mean a wrongful act or omission caused by Manager that: materially adversely affects the timeline for

opening the RiverPark K-8 STEAM School identified in the updated Schedule of Work for the Remaining Phase 1 Services, as set forth in Exhibit C-1; costs more than one hundred fifty thousand dollars (\$150,000.00) to rectify; or constitutes gross negligence, willful misconduct or a violation of applicable law. In the event of a termination pursuant to this section, Manager may invoice District for all work performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to District's costs because of Manager's actions, errors or omissions that caused District to terminate Manager.

4. **Ownership of Data.** Article 8 shall be replaced in its entirety with the following:

Within two (2) business days of the completion of each Project or the date of a notice of termination of this Agreement, Manager shall deliver to District a complete set of Project records, including, without limitation, all documents generated by Manager, copies of all documents exchanged with or copied to or from all other Project participants, and all closeout documents. Said Project records shall be indexed and appropriately organized for easy use by District personnel. All Project records are the property of District, whether or not those records are in Manager's possession.

5. **Transition of Services.** Section 9.5 shall be replaced in its entirety with the following:

In the event that this Agreement is terminated by District for cause, Manager shall provide all assistance reasonably requested by District in connection with the efficient and orderly transition of performance of the Services by Manager to any third party designated by District, at no cost to District. In the event that this Agreement is terminated by District for convenience or by Manager for cause, Manager shall provide all assistance reasonably requested by District in connection with the efficient and orderly transition of performance of the Services by Manager to any third party designated by District at reasonable time and material rates to be agreed upon by the Parties. For the purposes of this Section 9.5, "all assistance reasonably requested by District" shall include, but not be limited to, timely providing project documents in accordance with Article 8; communicating and meeting with any third party that the District is considering retaining to manage the project for the purposes of relaying information about the project; and communicating and meeting with relevant parties, including District administration, the architect and District consultants, to facilitate the transition of the project, not to exceed 80 hours.

6. Remaining Provisions. Except as specifically provided in this First Amendment, the terms and conditions of the Agreement remain unmodified and in full force and effect. For avoidance of doubt, Manager may still provide Services under the Agreement for other District projects.

7. Counterparts. This First Amendment may be executed in counterparts, each of which shall constitute an original, and all of which, together, shall constitute one document. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by facsimile or electronic transmission (such as PDF transmitted by email) provided that original executed counterparts are delivered to the recipient on the next business day following the facsimile or electronic transmission.

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

By: _____
John D. Puglisi, Superintendent

**BALFOUR BEATTY CONSTRUCTION, LLC, a
Delaware limited liability company**

By: _____

**SCHEDULE OF WORK FOR REMAINING RIVERPARK SERVICES
EXHIBIT "C-1"**

EXHIBIT "D-1"
FEE FOR REMAINING PHASE I SERVICES

PHASE 1 - Admin, KG, Bldg B, D and E

| Construction timeframe | Start | End | Months | Weeks |
|------------------------|--------|--------|-------------|-----------|
| Move in | Apr-17 | May-18 | 14 | 61 |
| Close out | Jun-18 | Aug-18 | 3 | 13 |
| | | | <u>17.0</u> | <u>74</u> |

Phase 1

| WORK PHASE | Group | Description | Total Amount |
|----------------|----------|-----------------------|------------------|
| SITWORK | | | |
| | 01-00-00 | GENERAL REQUIREMENTS | 175,000 |
| | 02-00-00 | EXISTING CONDITIONS | 126,130 |
| | 26-00-00 | ELECTRICAL | 1,015,682 |
| | 31-00-00 | EARTHWORK | 1,289,321 |
| | 32-00-00 | EXTERIOR IMPROVEMENTS | 3,927,707 |
| | 33-00-00 | UTILITIES | 917,784 |
| | | SITWORK | |
| | | | SF |
| | | | RSF |
| | | | 7,481,624 |

| WORK PHASE | Group | Description | Total Amount |
|---------------------|----------|-------------------------------|------------------|
| Kindergarten | | | |
| | 01-00-00 | GENERAL REQUIREMENTS | 8,325 |
| | 03-00-00 | CONCRETE | 137,867 |
| | 05-00-00 | METALS | 38,031 |
| | 06-00-00 | WOOD, PLASTICS, & COMPOSITES | 81,203 |
| | 07-00-00 | THERMAL & MOISTURE PROTECTION | 185,254 |
| | 08-00-00 | OPENINGS | 147,200 |
| | 09-00-00 | FINISHES | 515,095 |
| | 10-00-00 | SPECIALTIES | 10,464 |
| | 12-00-00 | FURNISHINGS | 2,775 |
| | 21-00-00 | FIRE SUPPRESSION | 24,143 |
| | 22-00-00 | PLUMBING | 338,715 |
| | 23-00-00 | HVAC | 168,713 |
| | 26-00-00 | ELECTRICAL | 248,363 |
| | 28-00-00 | ELECTRONIC SAFETY & SECURITY | 45,788 |
| | | Kindergarten | |
| | | | SF |
| | | | RSF |
| | | | 1,973,066 |

| WORK PHASE | Group | Description | Total Amount |
|------------|----------|-------------------------------|------------------|
| | 01-00-00 | GENERAL REQUIREMENTS | 5,439 |
| | 03-00-00 | CONCRETE | 55,320 |
| | 05-00-00 | METALS | 44,489 |
| | 06-00-00 | WOOD, PLASTICS, & COMPOSITES | 61,788 |
| | 07-00-00 | THERMAL & MOISTURE PROTECTION | 117,178 |
| | 08-00-00 | OPENINGS | 161,260 |
| | 09-00-00 | FINISHES | 294,021 |
| | 10-00-00 | SPECIALTIES | 8,688 |
| | 12-00-00 | FURNISHINGS | 1,813 |
| | 21-00-00 | FIRE SUPPRESSION | 15,773 |
| | 22-00-00 | PLUMBING | 90,753 |
| | 23-00-00 | HVAC | 107,666 |
| | 26-00-00 | ELECTRICAL | 162,264 |
| | 28-00-00 | ELECTRONIC SAFETY & SECURITY | 29,915 |
| | | Administration | |
| | | | SF |
| | | | RSF |
| | | | 1,156,367 |

| WORK PHASE | Group | Description | Total Amount |
|--------------------|----------|-------------------------------|--------------|
| Classroom B | | | |
| | 01-00-00 | GENERAL REQUIREMENTS | 16,663 |
| | 03-00-00 | CONCRETE | 336,187 |
| | 04-00-00 | MASONRY | 35,046 |
| | 05-00-00 | METALS | 5,800 |
| | 06-00-00 | WOOD, PLASTICS, & COMPOSITES | 311,063 |
| | 07-00-00 | THERMAL & MOISTURE PROTECTION | 370,341 |

| | | |
|----------|------------------------------|------------------------------|
| 08-00-00 | OPENINGS | 453,335 |
| 09-00-00 | FINISHES | 874,543 |
| 10-00-00 | SPECIALTIES | 28,639 |
| 12-00-00 | FURNISHINGS | 5,221 |
| 21-00-00 | FIRE SUPPRESSION | 49,600 |
| 22-00-00 | PLUMBING | 189,689 |
| 23-00-00 | HVAC | 332,714 |
| 26-00-00 | ELECTRICAL | 457,280 |
| 28-00-00 | ELECTRONIC SAFETY & SECURITY | 86,147 |
| | Classroom B | SF 0.00 /SF 3,561,298 |

| WORK PHASE | Group | Description | Total Amount |
|------------|----------|-------------------------------|--------------------|
| | 01-00-00 | GENERAL REQUIREMENTS | |
| | 03-00-00 | CONCRETE | |
| | 04-00-00 | MASONRY | |
| | 05-00-00 | METALS | |
| | 06-00-00 | WOOD, PLASTICS, & COMPOSITES | |
| | 07-00-00 | THERMAL & MOISTURE PROTECTION | |
| | 08-00-00 | OPENINGS | |
| | 09-00-00 | FINISHES | |
| | 10-00-00 | SPECIALTIES | |
| | 12-00-00 | FURNISHINGS | |
| | 14-00-00 | CONVEYING EQUIPMENT | 180,000 |
| | 21-00-00 | FIRE SUPPRESSION | |
| | 22-00-00 | PLUMBING | |
| | 23-00-00 | HVAC | |
| | 26-00-00 | ELECTRICAL | |
| | 28-00-00 | ELECTRONIC SAFETY & SECURITY | |
| | | Classroom C | SF 0.00 /SF |

| Classroom D | | | Total Amount |
|-------------|----------|-------------------------------|------------------------------|
| WORK PHASE | Group | Description | Total Amount |
| | 01-00-00 | GENERAL REQUIREMENTS | 22,865 |
| | 03-00-00 | CONCRETE | 404,329 |
| | 05-00-00 | METALS | 943,025 |
| | 06-00-00 | WOOD, PLASTICS, & COMPOSITES | 173,466 |
| | 07-00-00 | THERMAL & MOISTURE PROTECTION | 387,217 |
| | 08-00-00 | OPENINGS | 494,900 |
| | 09-00-00 | FINISHES | 697,736 |
| | 10-00-00 | SPECIALTIES | 117,119 |
| | 12-00-00 | FURNISHINGS | 7,652 |
| | 14-00-00 | CONVEYING EQUIPMENT | 180,000 |
| | 21-00-00 | FIRE SUPPRESSION | 71,739 |
| | 22-00-00 | PLUMBING | 318,639 |
| | 23-00-00 | HVAC | 446,090 |
| | 26-00-00 | ELECTRICAL | 675,859 |
| | 28-00-00 | ELECTRONIC SAFETY & SECURITY | 124,600 |
| | | Classroom D | SF 0.00 /SF 5,064,928 |

| Gymnasium | | | Total Amount |
|------------|----------|-------------------------------|--------------|
| WORK PHASE | Group | Description | Total Amount |
| | 01-00-00 | GENERAL REQUIREMENTS | 27,327 |
| | 03-00-00 | CONCRETE | 442,327 |
| | 04-00-00 | MASONRY | 738,715 |
| | 05-00-00 | METALS | 725,258 |
| | 06-00-00 | WOOD, PLASTICS, & COMPOSITES | 160,948 |
| | 07-00-00 | THERMAL & MOISTURE PROTECTION | 549,824 |
| | 08-00-00 | OPENINGS | 428,320 |
| | 09-00-00 | FINISHES | 898,632 |
| | 10-00-00 | SPECIALTIES | 161,480 |
| | 11-00-00 | EQUIPMENT | 389,200 |

| | | | | |
|----------|------------------------------|----------------|-----------------|------------------|
| 12-00-00 | FURNISHINGS | | | 32,275 |
| 21-00-00 | FIRE SUPPRESSION | | | 109,557 |
| 22-00-00 | PLUMBING | | | 315,294 |
| 23-00-00 | HVAC | | | 636,242 |
| 26-00-00 | ELECTRICAL | | | 815,256 |
| 28-00-00 | ELECTRONIC SAFETY & SECURITY | | | 150,299 |
| | Gymnasium | 0.00 SF | 0.00 /SF | 6,590,954 |

| CM Multi-Prime | Description | | | Total |
|----------------|--|---|----------------|---------------------------|
| | CONST COST SUB TOTAL | - | SF \$ - /SF \$ | 25,608,237 |
| | Trade Contractor Bonds - 1.25% | | 1.25% | \$ 322,603 |
| | GL, Auto Insurance - 1.04% | | 1.04% | \$ 280,438 |
| | Subtotal Estimated Construction | | | \$ 26,939,248 |
| | CM Fee | | | \$ 2,119,866 8.03% |
| None per AOR | Design Contingency - 3% | | 0% | \$ - |
| | Owner Contingency - 3% | | 0% | \$ - |
| | Project Contingency - 3% | | 3% | \$ 781,877 |
| | Escalation - 2% | | 0% | \$ - |
| | Total Estimated Construction | - | | \$ 29,311,089 |

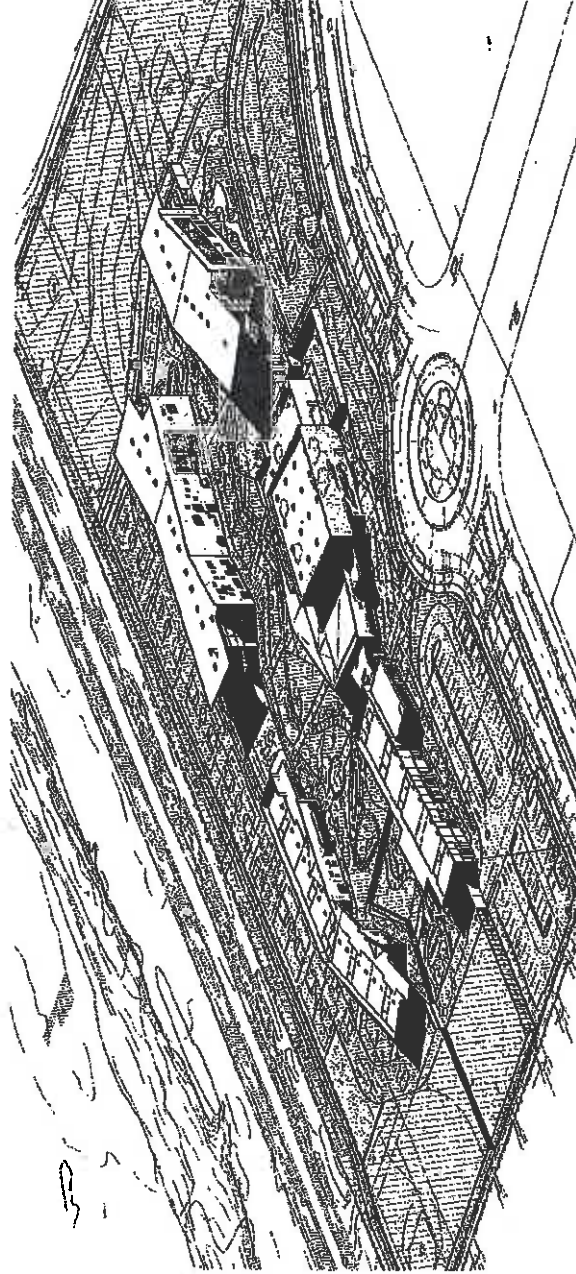
EXHIBIT "G"
RIVERPARK PROJECT DRAWINGS

RIO SCHOOL DISTRICT

OXNARD, CA

RIO S.T.E.A.M. K-8 CAMPUS

VOLUME 1



STRUCTURAL ENGINEERS
 KPFF CONSULTING ENGINEERS
 117 EAST COLORADO BLVD., SUITE 200
 PASADENA, CA 91106
 TEL. 626.576.1121
 FAX 626.576.0121

CIVIL ENGINEERS
 MEL ENGINEERING, INC.
 402 W. ARROW HIGHWAY, SUITE
 SAN DIMAS, CA 91773
 TEL. 909.306.2395
 FAX 909.306.2387

MECHANICAL/PLUMBING ENGINEERS
 PBS ENGINEERS
 2100 EAST ROUTE 68, SUITE 101
 GLENNDORA, CA 91740
 TEL. 626.650.0850
 FAX 626.650.0852

ELECTRICAL ENGINEERS
 PBS ENGINEERS
 2100 EAST ROUTE 68, SUITE 101
 GLENNDORA, CA 91740
 TEL. 626.650.0850
 FAX 626.650.0852

FOOD SERVICE CONSULTANT
 DIEHL MURAWAKA HOWE
 61554 MISSION GEORGE ROAD, SUITE 222
 SAN DIEGO, CA 92120
 TEL. 619.444.1100
 FAX 619.602-4107

FIRE SERVICE ENGINEER
 PBS ENGINEERS
 2100 EAST ROUTE 68, SUITE 101
 GLENNDORA, CA 91740
 TEL. 626.650.0850
 FAX 626.650.0852

LANDSCAPE ARCHITECT
 KSA, INC.
 4210 1/2 GLENCOE AVE.
 MARINA DEL REY, CA 90292
 TEL. 310.574.4482
 FAX 310.574.4482

66 NORTH CATALINA AVENUE
 PASADENA, CA 91106
 626.354.4100
 626.356.2030 f
 www.rmcarchitecture.com

AME

DSA SUBMITTAL
 03/25/16

FIRE FLOW ANALYSIS

UNIVERSITY OF CALIFORNIA
 UNIVERSITY MICROFILMS
 ANN ARBOR MI 48106
 300 NORTH ZEEB ROAD
 ANN ARBOR MI 48106
 530-768-0000
 WWW.UMI.COM

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810

BUILDING CODE ANALYSIS - SUMMARY

| BUILDING NAME | TYPE | FLOOR | FLOOR AREA (SQ. FT.) | FLOOR AREA (SQ. FT.) | ADDITIONAL FLOOR AREA (SQ. FT.) | ADDITIONAL FLOOR AREA (SQ. FT.) | ADDITIONAL FLOOR AREA (SQ. FT.) |
|---------------|------|-------|----------------------|----------------------|---------------------------------|---------------------------------|---------------------------------|
| A-1 | 1 | 1 | 14,800 | 14,800 | 14,800 | 14,800 | 14,800 |
| A-2 | 1 | 1 | 14,800 | 14,800 | 14,800 | 14,800 | 14,800 |
| B-1 | 1 | 1 | 14,800 | 14,800 | 14,800 | 14,800 | 14,800 |
| B-2 | 1 | 1 | 14,800 | 14,800 | 14,800 | 14,800 | 14,800 |
| B-3 | 1 | 1 | 14,800 | 14,800 | 14,800 | 14,800 | 14,800 |

GENERAL NOTES

1. COMPARE WITH ALL APPLICABLE LOCAL ORDINANCES, CITY ORDINANCES, AND COUNTY ORDINANCES.

SITE PLAN LEGEND

| SYMBOL | DESCRIPTION |
|----------|------------------------|
| [Symbol] | PROPOSED BUILDING |
| [Symbol] | EXISTING BUILDING |
| [Symbol] | PROPOSED DRIVEWAY |
| [Symbol] | EXISTING DRIVEWAY |
| [Symbol] | PROPOSED SIDEWALK |
| [Symbol] | EXISTING SIDEWALK |
| [Symbol] | PROPOSED PARKING SPACE |
| [Symbol] | EXISTING PARKING SPACE |
| [Symbol] | PROPOSED PLANTING |
| [Symbol] | EXISTING PLANTING |
| [Symbol] | PROPOSED CONCRETETOP |
| [Symbol] | EXISTING CONCRETETOP |
| [Symbol] | PROPOSED ASPHALT TOP |
| [Symbol] | EXISTING ASPHALT TOP |
| [Symbol] | PROPOSED GRAVEL TOP |
| [Symbol] | EXISTING GRAVEL TOP |

SHEET NOTES

| NO. | DESCRIPTION |
|-----|---|
| 1 | SEE SHEET A0.01 FOR SITE PLAN |
| 2 | SEE SHEET A0.02 FOR EXISTING SITE PLAN |
| 3 | SEE SHEET A0.03 FOR EXISTING UTILITIES |
| 4 | SEE SHEET A0.04 FOR EXISTING ROADWAY |
| 5 | SEE SHEET A0.05 FOR EXISTING LANDSCAPE |
| 6 | SEE SHEET A0.06 FOR EXISTING STRUCTURES |
| 7 | SEE SHEET A0.07 FOR EXISTING UTILITIES |
| 8 | SEE SHEET A0.08 FOR EXISTING ROADWAY |
| 9 | SEE SHEET A0.09 FOR EXISTING LANDSCAPE |
| 10 | SEE SHEET A0.10 FOR EXISTING STRUCTURES |

AME
 ARCHITECTURAL
 ENGINEERING
 &
 LANDSCAPE ARCHITECTURE

**RIO S.T.E.A.M.
 K-8 CAMPUS**
 3900 S. MOUNTAIN VIEW AVENUE
 CHANDLER, AZ 85226

RIO SCHOOL DISTRICT
 1500 EAST UNIVERSITY AVENUE
 CHANDLER, AZ 85226

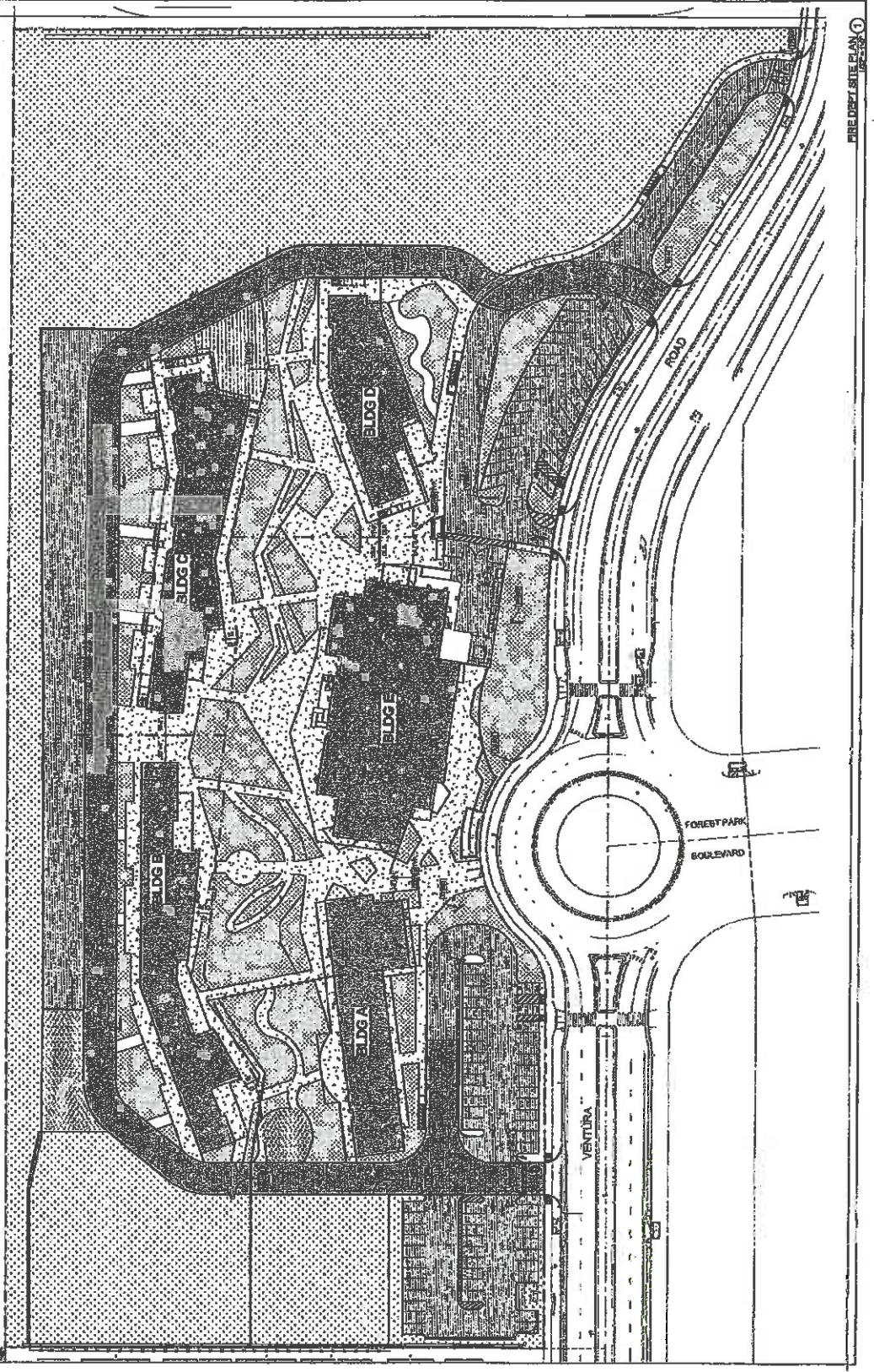


DATE: 11/11/2011
 PROJECT: RIO S.T.E.A.M. K-8 CAMPUS
 SHEET: A0.10
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

| NO. | DATE | DESCRIPTION |
|-----|------------|-----------------------|
| 1 | 11/11/2011 | ISSUED FOR PERMITTING |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |

THE SITE PLAN - FIRE DEPT APPROVAL

A0.10





PROJECT NO. 100000000000000
SHEET NO. 100000000000000
DATE: 10/10/2010

| NO. | REVISION | DATE |
|-----|------------------|------------|
| 1 | ISSUE FOR PERMIT | 10/10/2010 |
| 2 | ISSUE FOR PERMIT | 10/10/2010 |
| 3 | ISSUE FOR PERMIT | 10/10/2010 |
| 4 | ISSUE FOR PERMIT | 10/10/2010 |
| 5 | ISSUE FOR PERMIT | 10/10/2010 |
| 6 | ISSUE FOR PERMIT | 10/10/2010 |
| 7 | ISSUE FOR PERMIT | 10/10/2010 |
| 8 | ISSUE FOR PERMIT | 10/10/2010 |
| 9 | ISSUE FOR PERMIT | 10/10/2010 |
| 10 | ISSUE FOR PERMIT | 10/10/2010 |

DSA SUBMITTAL

**BLDG A ADMINISTRATION
& KINDERGARTEN -
FLOOR PLAN**

A2.11

GENERAL NOTES

1. REFER TO ALL OTHER SHEETS FOR GENERAL NOTES.
2. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.
3. ALL FINISHES UNLESS OTHERWISE NOTED ARE AS SHOWN ON THE SCHEDULE.
4. ALL MATERIALS AND METHODS SHALL BE APPROVED BY THE ARCHITECT.
5. PROVIDE ALL NECESSARY DETAILS AND CONNECTIONS.
6. PROVIDE ALL NECESSARY NOTES AND EXPLANATIONS.
7. PROVIDE ALL NECESSARY NOTES AND EXPLANATIONS.
8. PROVIDE ALL NECESSARY NOTES AND EXPLANATIONS.
9. PROVIDE ALL NECESSARY NOTES AND EXPLANATIONS.
10. PROVIDE ALL NECESSARY NOTES AND EXPLANATIONS.

LEGEND

- NOT SET
- 1/2" FINISHED
- 3/4" FINISHED
- CONCRETE
- WALL FIN
- DOOR FIN
- ROOF FIN

SHEET NOTES

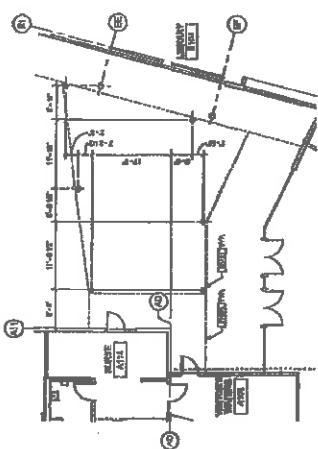
| NO. | TEXT |
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| 1 | SEE SHEET A2.10 FOR GENERAL NOTES. |
| 2 | SEE SHEET A2.10 FOR GENERAL NOTES. |
| 3 | SEE SHEET A2.10 FOR GENERAL NOTES. |
| 4 | SEE SHEET A2.10 FOR GENERAL NOTES. |
| 5 | SEE SHEET A2.10 FOR GENERAL NOTES. |
| 6 | SEE SHEET A2.10 FOR GENERAL NOTES. |
| 7 | SEE SHEET A2.10 FOR GENERAL NOTES. |
| 8 | SEE SHEET A2.10 FOR GENERAL NOTES. |
| 9 | SEE SHEET A2.10 FOR GENERAL NOTES. |
| 10 | SEE SHEET A2.10 FOR GENERAL NOTES. |

EXTERIOR WALL TYPES

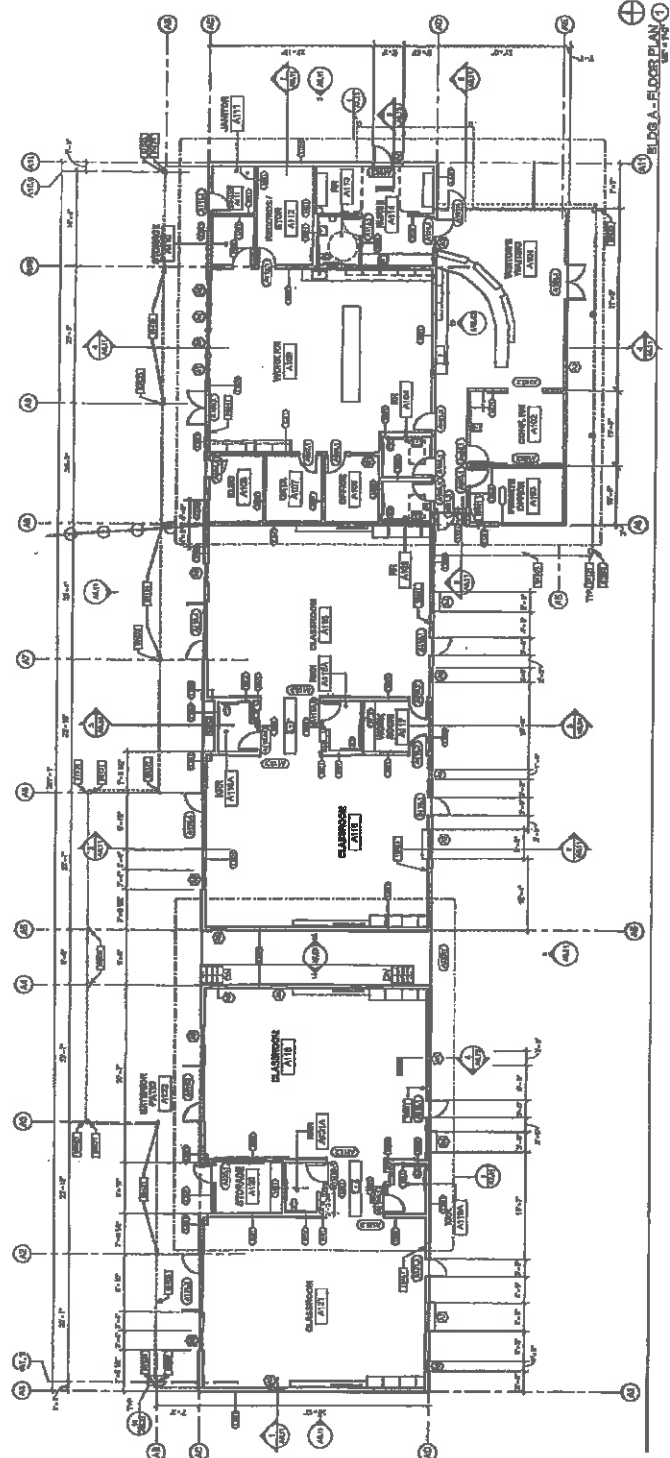
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| 5 | CONCRETE |
| 6 | CONCRETE |
| 7 | CONCRETE |
| 8 | CONCRETE |
| 9 | CONCRETE |
| 10 | CONCRETE |

INTERIOR PARTITION TYPES

| TYPE | DESCRIPTION |
|------|-------------|
| 1 | CONCRETE |
| 2 | CONCRETE |
| 3 | CONCRETE |
| 4 | CONCRETE |
| 5 | CONCRETE |
| 6 | CONCRETE |
| 7 | CONCRETE |
| 8 | CONCRETE |
| 9 | CONCRETE |
| 10 | CONCRETE |



BLDG A-GANTRY PLAN
SHEET NO. 2



BLDG A-FLOOR PLAN
SHEET NO. 1



| | |
|-------------|------------|
| PROJECT NO. | 10000 |
| DATE | 08/14/2014 |
| DRAWN BY | AME |
| CHECKED BY | AME |
| DATE | 08/14/2014 |

| | | |
|-----|------------|-------------------------|
| NO. | DATE | DESCRIPTION |
| 1 | 08/14/2014 | ISSUED FOR PERMIT |
| 2 | 08/14/2014 | ISSUED FOR CONSTRUCTION |
| 3 | 08/14/2014 | ISSUED FOR PERMIT |
| 4 | 08/14/2014 | ISSUED FOR CONSTRUCTION |
| 5 | 08/14/2014 | ISSUED FOR PERMIT |
| 6 | 08/14/2014 | ISSUED FOR CONSTRUCTION |
| 7 | 08/14/2014 | ISSUED FOR PERMIT |
| 8 | 08/14/2014 | ISSUED FOR CONSTRUCTION |
| 9 | 08/14/2014 | ISSUED FOR PERMIT |
| 10 | 08/14/2014 | ISSUED FOR CONSTRUCTION |

| | |
|-------------|------------|
| DATE | 08/14/2014 |
| PROJECT NO. | 10000 |
| DATE | 08/14/2014 |
| DRAWN BY | AME |
| CHECKED BY | AME |
| DATE | 08/14/2014 |



DSA SUBMITTAL

**BLDG B CLASSROOM -
CLASSROOM BLDG
FLOOR PLAN**

A2.21

GENERAL NOTES

1. REFER TO ALL OTHER SHEETS FOR DETAILS.
2. ALL DIMENSIONS ARE UNLESS OTHERWISE NOTED.
3. ALL WALLS ARE 12" THICK UNLESS NOTED OTHERWISE.
4. ALL DOORS ARE 36" WIDE UNLESS NOTED OTHERWISE.
5. ALL WINDOWS ARE 48" WIDE UNLESS NOTED OTHERWISE.
6. REFER TO ALL OTHER SHEETS FOR DETAILS.
7. REFER TO ALL OTHER SHEETS FOR DETAILS.

LEGEND

| | |
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| | 1/4\"/> |
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| | 9 1/2\"/> |
| | 9 3/4\"/> |
| | 10\"/> |

EXTERIOR WALL TYPES

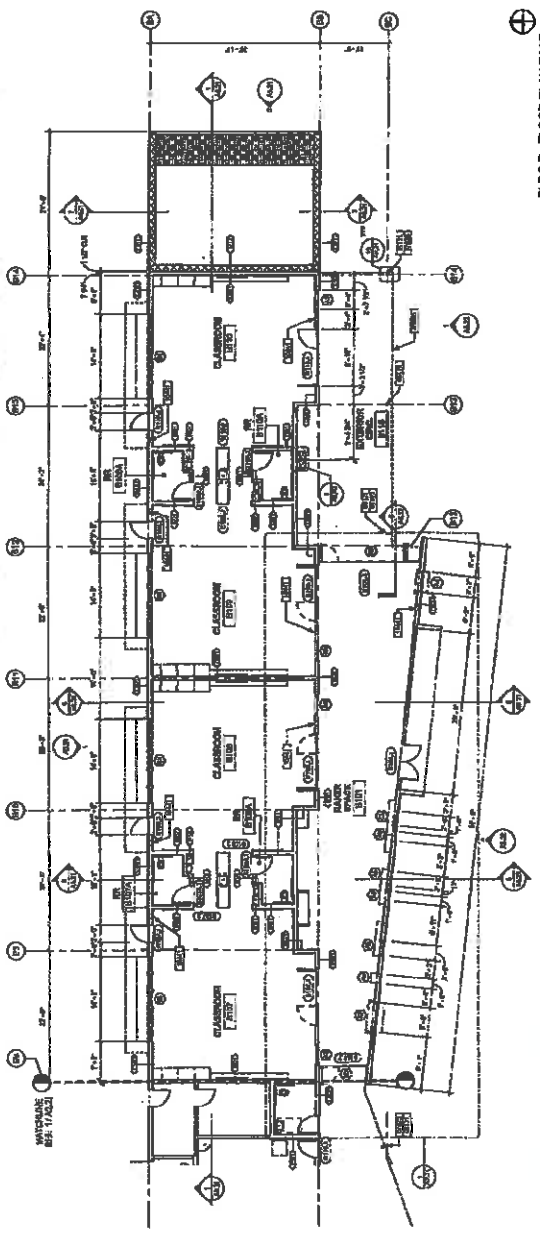
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| 3 | EXTERIOR WALL TYPE 3 - 12\"/> | 103 |
| 4 | EXTERIOR WALL TYPE 4 - 12\"/> | 104 |
| 5 | EXTERIOR WALL TYPE 5 - 12\"/> | 105 |
| 6 | EXTERIOR WALL TYPE 6 - 12\"/> | 106 |
| 7 | EXTERIOR WALL TYPE 7 - 12\"/> | 107 |
| 8 | EXTERIOR WALL TYPE 8 - 12\"/> | 108 |
| 9 | EXTERIOR WALL TYPE 9 - 12\"/> | 109 |
| 10 | EXTERIOR WALL TYPE 10 - 12\"/> | 110 |
| 11 | EXTERIOR WALL TYPE 11 - 12\"/> | 111 |
| 12 | EXTERIOR WALL TYPE 12 - 12\"/> | 112 |
| 13 | EXTERIOR WALL TYPE 13 - 12\"/> | 113 |
| 14 | EXTERIOR WALL TYPE 14 - 12\"/> | 114 |
| 15 | EXTERIOR WALL TYPE 15 - 12\"/> | 115 |
| 16 | EXTERIOR WALL TYPE 16 - 12\"/> | 116 |
| 17 | EXTERIOR WALL TYPE 17 - 12\"/> | 117 |
| 18 | EXTERIOR WALL TYPE 18 - 12\"/> | 118 |
| 19 | EXTERIOR WALL TYPE 19 - 12\"/> | 119 |
| 20 | EXTERIOR WALL TYPE 20 - 12\"/> | 120 |
| 21 | EXTERIOR WALL TYPE 21 - 12\"/> | 121 |
| 22 | EXTERIOR WALL TYPE 22 - 12\"/> | 122 |
| 23 | EXTERIOR WALL TYPE 23 - 12\"/> | 123 |
| 24 | EXTERIOR WALL TYPE 24 - 12\"/> | 124 |
| 25 | EXTERIOR WALL TYPE 25 - 12\"/> | 125 |
| 26 | EXTERIOR WALL TYPE 26 - 12\"/> | 126 |
| 27 | EXTERIOR WALL TYPE 27 - 12\"/> | 127 |
| 28 | EXTERIOR WALL TYPE 28 - 12\"/> | 128 |
| 29 | EXTERIOR WALL TYPE 29 - 12\"/> | 129 |
| 30 | EXTERIOR WALL TYPE 30 - 12\"/> | 130 |

INTERIOR PARTITION TYPES

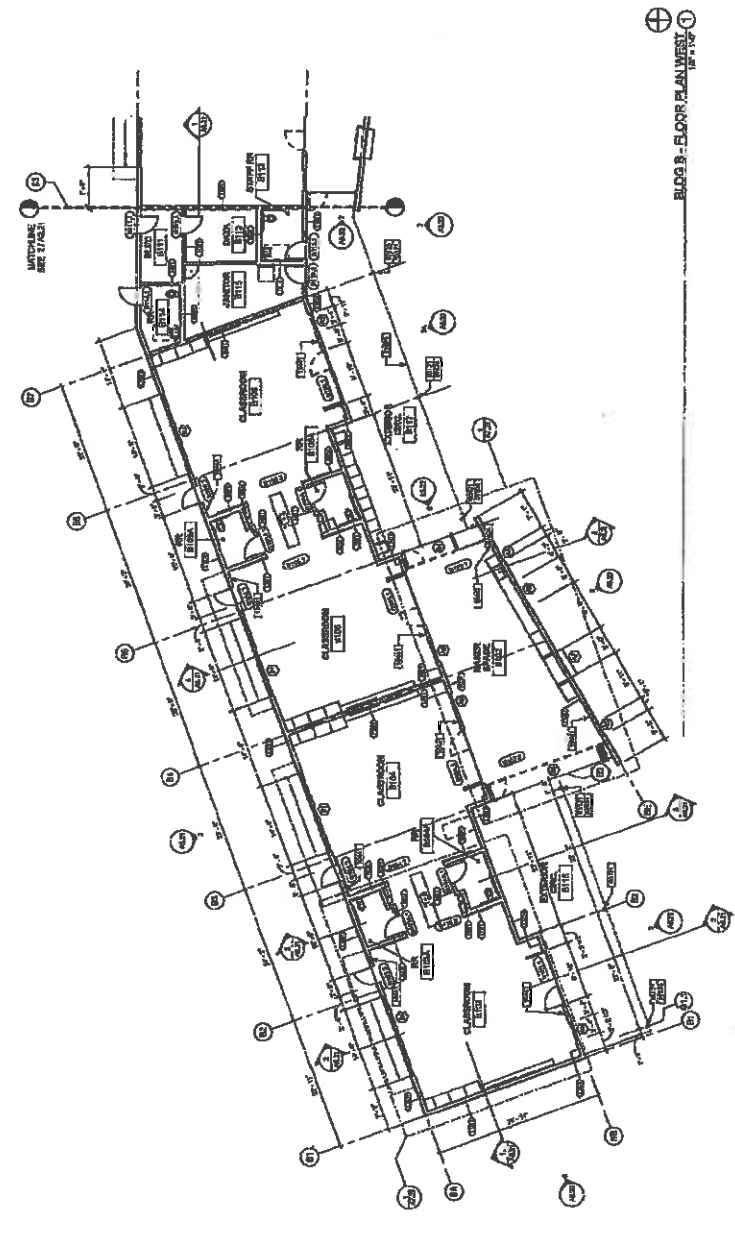
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| 3 | INTERIOR PARTITION TYPE 3 - 5\"/> | 203 |
| 4 | INTERIOR PARTITION TYPE 4 - 5\"/> | 204 |
| 5 | INTERIOR PARTITION TYPE 5 - 5\"/> | 205 |
| 6 | INTERIOR PARTITION TYPE 6 - 5\"/> | 206 |
| 7 | INTERIOR PARTITION TYPE 7 - 5\"/> | 207 |
| 8 | INTERIOR PARTITION TYPE 8 - 5\"/> | 208 |
| 9 | INTERIOR PARTITION TYPE 9 - 5\"/> | 209 |
| 10 | INTERIOR PARTITION TYPE 10 - 5\"/> | 210 |
| 11 | INTERIOR PARTITION TYPE 11 - 5\"/> | 211 |
| 12 | INTERIOR PARTITION TYPE 12 - 5\"/> | 212 |
| 13 | INTERIOR PARTITION TYPE 13 - 5\"/> | 213 |
| 14 | INTERIOR PARTITION TYPE 14 - 5\"/> | 214 |
| 15 | INTERIOR PARTITION TYPE 15 - 5\"/> | 215 |
| 16 | INTERIOR PARTITION TYPE 16 - 5\"/> | 216 |
| 17 | INTERIOR PARTITION TYPE 17 - 5\"/> | 217 |
| 18 | INTERIOR PARTITION TYPE 18 - 5\"/> | 218 |
| 19 | INTERIOR PARTITION TYPE 19 - 5\"/> | 219 |
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| 22 | INTERIOR PARTITION TYPE 22 - 5\"/> | 222 |
| 23 | INTERIOR PARTITION TYPE 23 - 5\"/> | 223 |
| 24 | INTERIOR PARTITION TYPE 24 - 5\"/> | 224 |
| 25 | INTERIOR PARTITION TYPE 25 - 5\"/> | 225 |
| 26 | INTERIOR PARTITION TYPE 26 - 5\"/> | 226 |
| 27 | INTERIOR PARTITION TYPE 27 - 5\"/> | 227 |
| 28 | INTERIOR PARTITION TYPE 28 - 5\"/> | 228 |
| 29 | INTERIOR PARTITION TYPE 29 - 5\"/> | 229 |
| 30 | INTERIOR PARTITION TYPE 30 - 5\"/> | 230 |

SHEET NOTES

| | |
|-----|--|
| NO. | DESCRIPTION |
| 1 | REFER TO ALL OTHER SHEETS FOR DETAILS. |
| 2 | REFER TO ALL OTHER SHEETS FOR DETAILS. |
| 3 | REFER TO ALL OTHER SHEETS FOR DETAILS. |
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| 29 | REFER TO ALL OTHER SHEETS FOR DETAILS. |
| 30 | REFER TO ALL OTHER SHEETS FOR DETAILS. |



BLDG B - FLOOR PLAN EAST



BLDG B - FLOOR PLAN WEST

AME
 ARCHITECTURAL MACHINE ENGINEERS
 1001 EAST 17TH AVENUE, SUITE 100
 DENVER, COLORADO 80202
 (303) 733-2200
 WWW.AME-ARCHITECTS.COM

RIO S.T.E.A.M. K-8 CAMPUS
 2000 WEST 16TH AVENUE
 DENVER, CO 80202

RIO SCHOOL DISTRICT
 2000 WEST 16TH AVENUE
 DENVER, CO 80202



| | |
|-------------|---------------------------------------|
| DATE | 11/14/2018 |
| PROJECT | RIO S.T.E.A.M. K-8 CAMPUS |
| SHEET NO. | A2.31 |
| TITLE | BLDG C CLASSROOM - FIRST FLOOR - PLAN |
| DESIGNED BY | J.M. |
| CHECKED BY | J.M. |
| IN CHARGE | J.M. |
| BY TEAM | |

| | | |
|-----|--------------------|------------|
| NO. | DESCRIPTION | DATE |
| 1 | ISSUED FOR PERMIT | 11/14/2018 |
| 2 | REVISED FOR PERMIT | 11/14/2018 |
| 3 | REVISED FOR PERMIT | 11/14/2018 |
| 4 | REVISED FOR PERMIT | 11/14/2018 |
| 5 | REVISED FOR PERMIT | 11/14/2018 |
| 6 | REVISED FOR PERMIT | 11/14/2018 |
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| 22 | REVISED FOR PERMIT | 11/14/2018 |
| 23 | REVISED FOR PERMIT | 11/14/2018 |
| 24 | REVISED FOR PERMIT | 11/14/2018 |
| 25 | REVISED FOR PERMIT | 11/14/2018 |
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| 50 | REVISED FOR PERMIT | 11/14/2018 |



DSA SUBMITTAL

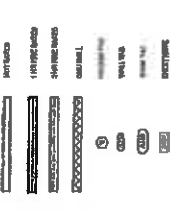
BLDG C CLASSROOM - FIRST FLOOR - PLAN

A2.31

GENERAL NOTES

1. REFER TO ALL OTHER SHEETS FOR GENERAL NOTES.
2. REFER TO ALL OTHER SHEETS FOR SPECIFICATIONS.
3. REFER TO ALL OTHER SHEETS FOR SCHEDULES.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

LEGEND



EXTERIOR WALL TYPES

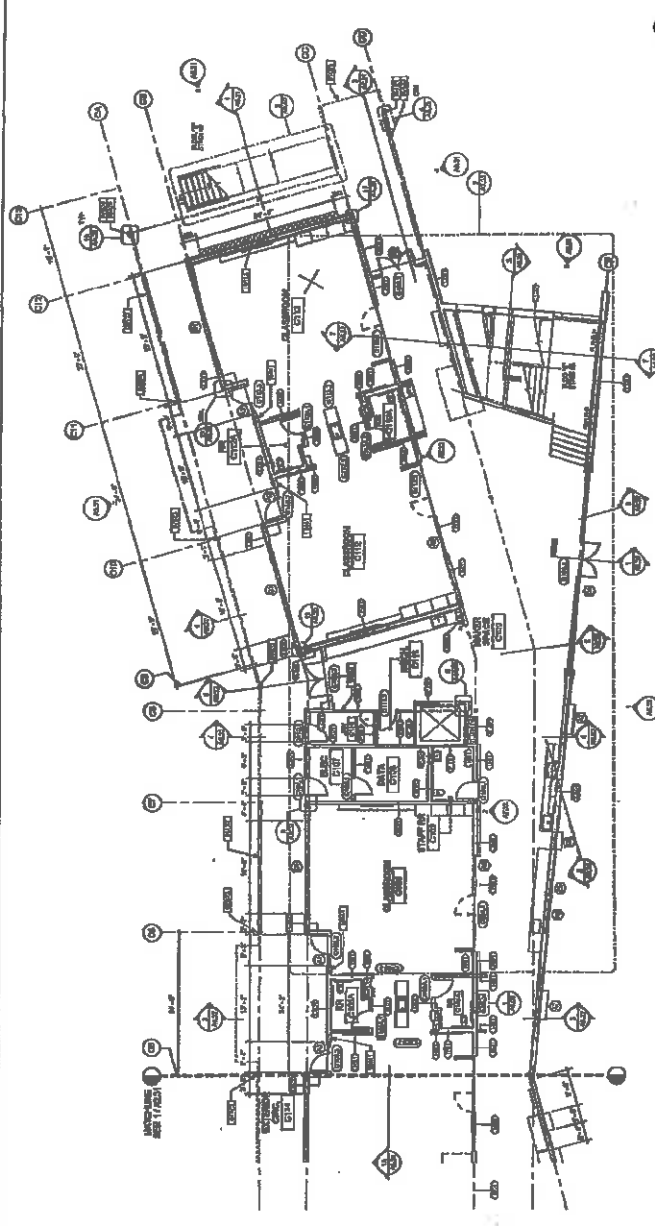
| TYPE | DESCRIPTION |
|------|--|
| 1 | CONCRETE CMU WITH EXTERIOR FINISH |
| 2 | CONCRETE CMU WITH INTERIOR FINISH |
| 3 | CONCRETE CMU WITH INTERIOR FINISH AND EXTERIOR FINISH |
| 4 | CONCRETE CMU WITH INTERIOR FINISH AND EXTERIOR FINISH AND INSULATION |
| 5 | CONCRETE CMU WITH INTERIOR FINISH AND EXTERIOR FINISH AND INSULATION AND GLAZING |
| 6 | CONCRETE CMU WITH INTERIOR FINISH AND EXTERIOR FINISH AND INSULATION AND GLAZING AND DOOR |
| 7 | CONCRETE CMU WITH INTERIOR FINISH AND EXTERIOR FINISH AND INSULATION AND GLAZING AND DOOR AND WINDOW |
| 8 | CONCRETE CMU WITH INTERIOR FINISH AND EXTERIOR FINISH AND INSULATION AND GLAZING AND DOOR AND WINDOW AND SILL |
| 9 | CONCRETE CMU WITH INTERIOR FINISH AND EXTERIOR FINISH AND INSULATION AND GLAZING AND DOOR AND WINDOW AND SILL AND CASE |
| 10 | CONCRETE CMU WITH INTERIOR FINISH AND EXTERIOR FINISH AND INSULATION AND GLAZING AND DOOR AND WINDOW AND SILL AND CASE AND TRANSOM |

INTERIOR PARTITION TYPES

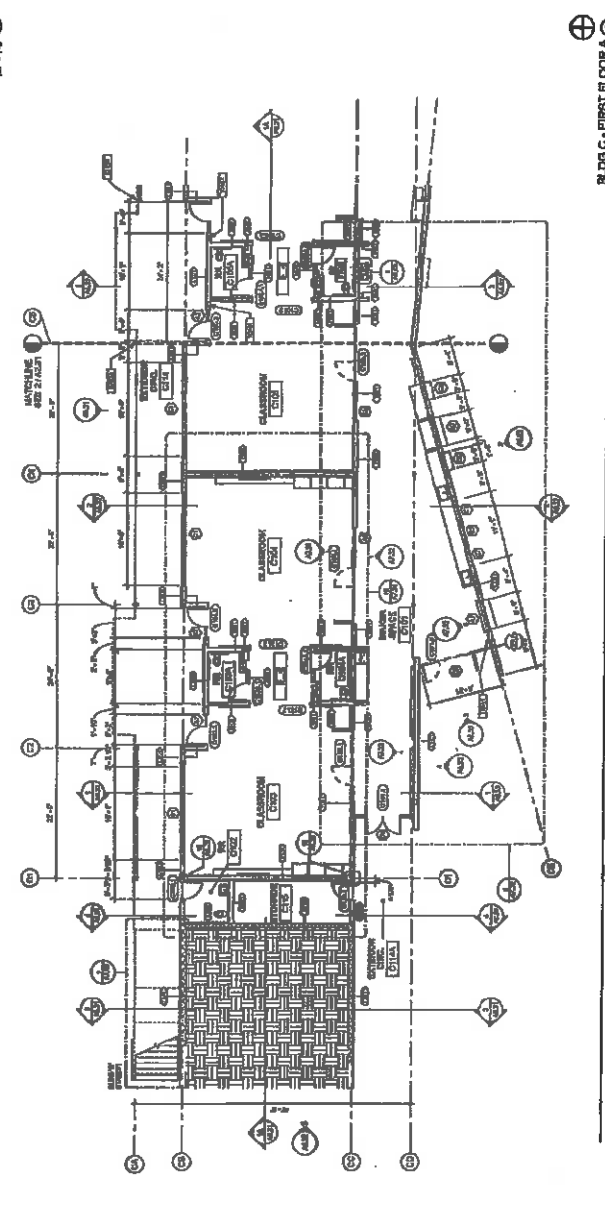
| TYPE | DESCRIPTION |
|------|--|
| 1 | CONCRETE CMU WITH INTERIOR FINISH |
| 2 | CONCRETE CMU WITH INTERIOR FINISH AND INSULATION |
| 3 | CONCRETE CMU WITH INTERIOR FINISH AND INSULATION AND GLAZING |
| 4 | CONCRETE CMU WITH INTERIOR FINISH AND INSULATION AND GLAZING AND DOOR |
| 5 | CONCRETE CMU WITH INTERIOR FINISH AND INSULATION AND GLAZING AND DOOR AND WINDOW |
| 6 | CONCRETE CMU WITH INTERIOR FINISH AND INSULATION AND GLAZING AND DOOR AND WINDOW AND SILL |
| 7 | CONCRETE CMU WITH INTERIOR FINISH AND INSULATION AND GLAZING AND DOOR AND WINDOW AND SILL AND CASE |
| 8 | CONCRETE CMU WITH INTERIOR FINISH AND INSULATION AND GLAZING AND DOOR AND WINDOW AND SILL AND CASE AND TRANSOM |

SHEET NOTES

| KEY | DESCRIPTION |
|-----|----------------------------------|
| 1 | DOOR |
| 2 | WINDOW |
| 3 | GLAZING |
| 4 | TRANSOM |
| 5 | DOOR CASE |
| 6 | WINDOW CASE |
| 7 | TRANSOM CASE |
| 8 | DOOR AND WINDOW CASE |
| 9 | DOOR AND WINDOW AND TRANSOM CASE |



BLDG C - FIRST FLOOR A2.31



BLDG C - FIRST FLOOR A2.31

AME

ARCHITECTURE, INC.
 11400 HWY 100, SUITE 100
 FORT WORTH, TX 76134
 TEL: 817-341-7800
 WWW.AMEARCHITECTS.COM

**RIO S.T.E.A.M.
 K-8 CAMPUS**
 2800 BLAINE NORTH AVENUE
 FORT WORTH, TX 76109

RIO SCHOOL DISTRICT
 2800 BLAINE NORTH AVENUE
 FORT WORTH, TX 76109



REVISIONS

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
| | | |
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| | | |

PROJECT INFORMATION

| NO. | DATE | DESCRIPTION |
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DSR SUBMITTAL

**THE BLDG D CLASSROOM -
 FIRST FLOOR PLAN**

A2.41

SHEET NOTES

| REV | DATE | DESCRIPTION |
|-----|------|-------------|
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EXTERIOR WALL TYPES

| TYPE | DESCRIPTION |
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INTERIOR PARTITION TYPES

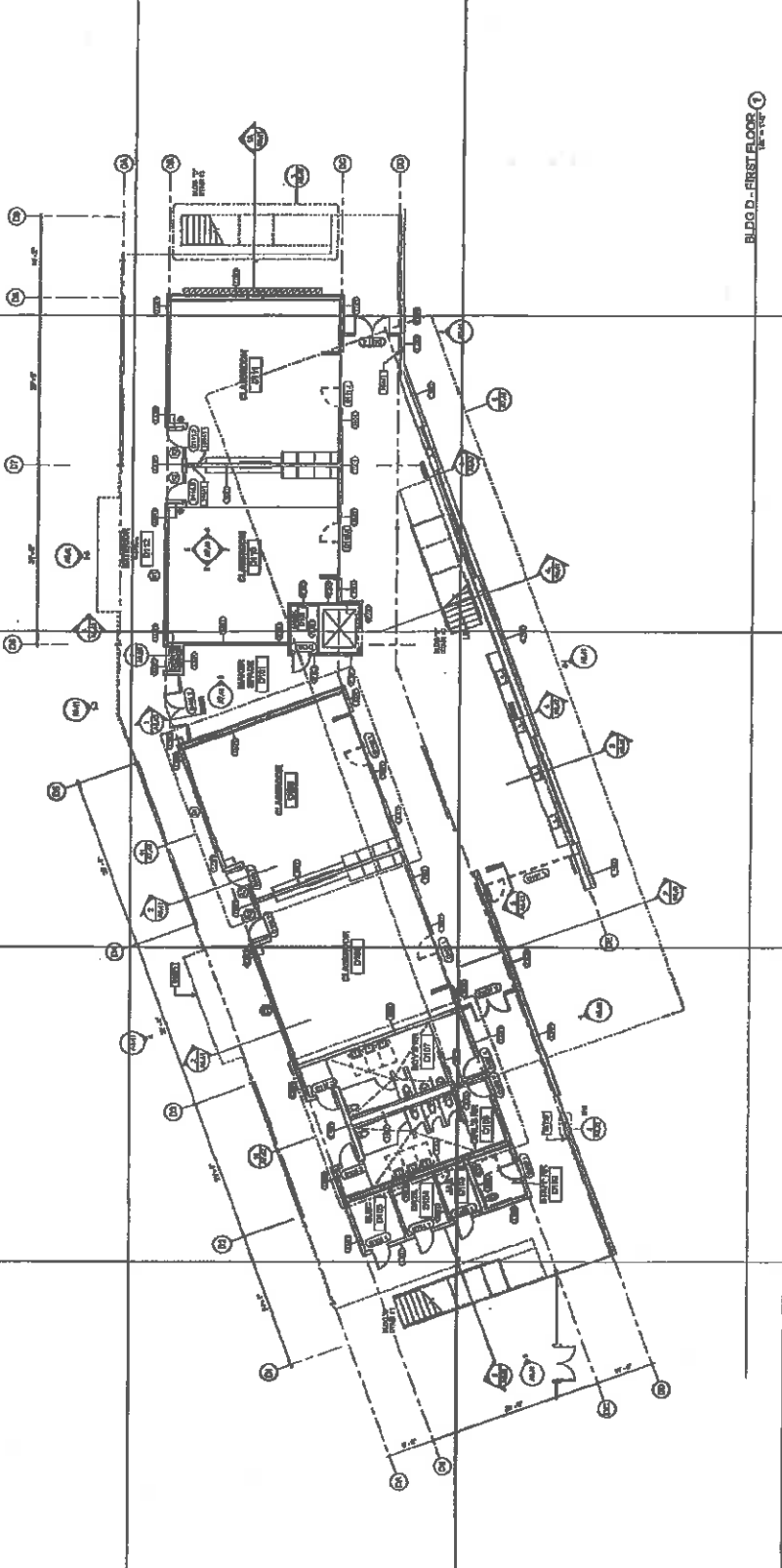
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GENERAL NOTES

1. REFER TO GENERAL NOTES FOR WALLS.
2. REFER TO ARCHITECTURAL SPECIFICATIONS FOR FINISHES.
3. REFER TO ARCHITECTURAL SPECIFICATIONS FOR PARTITIONS.
4. ALL WALLS SHALL BE FINISHED WITH GYP/BOARDS.
5. ALL INTERIOR WALLS SHALL BE FINISHED WITH GYP/BOARDS.
6. ALL INTERIOR PARTITIONS SHALL BE FINISHED WITH GYP/BOARDS.
7. REFER TO ARCHITECTURAL SPECIFICATIONS FOR PARTITIONS.
8. REFER TO ARCHITECTURAL SPECIFICATIONS FOR WALLS.

LEGEND

| LINE TYPE | DESCRIPTION |
|-----------|-------------|
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BLDG D - FIRST FLOOR

INTERIOR PARTITION TYPES

| NO. | DESCRIPTION | DETAIL |
|-----|---|--------|
| 1 | 1/2" GYP BOARD ON METAL STUDS | 101 |
| 2 | 1/2" GYP BOARD ON METAL STUDS WITH SOUND BATT INSULATION | 102 |
| 3 | 1/2" GYP BOARD ON METAL STUDS WITH SOUND BATT INSULATION AND 1/4" GYP BOARD | 103 |
| 4 | 1/2" GYP BOARD ON METAL STUDS WITH SOUND BATT INSULATION AND 1/4" GYP BOARD ON 2" X 4" STUDS | 104 |
| 5 | 1/2" GYP BOARD ON METAL STUDS WITH SOUND BATT INSULATION AND 1/4" GYP BOARD ON 2" X 4" STUDS WITH 1/2" AIR GAP | 105 |
| 6 | 1/2" GYP BOARD ON METAL STUDS WITH SOUND BATT INSULATION AND 1/4" GYP BOARD ON 2" X 4" STUDS WITH 1/2" AIR GAP AND 1/4" GYP BOARD | 106 |
| 7 | 1/2" GYP BOARD ON METAL STUDS WITH SOUND BATT INSULATION AND 1/4" GYP BOARD ON 2" X 4" STUDS WITH 1/2" AIR GAP AND 1/4" GYP BOARD ON 1/2" GYP BOARD | 107 |
| 8 | 1/2" GYP BOARD ON METAL STUDS WITH SOUND BATT INSULATION AND 1/4" GYP BOARD ON 2" X 4" STUDS WITH 1/2" AIR GAP AND 1/4" GYP BOARD ON 1/2" GYP BOARD ON 1/2" GYP BOARD | 108 |
| 9 | 1/2" GYP BOARD ON METAL STUDS WITH SOUND BATT INSULATION AND 1/4" GYP BOARD ON 2" X 4" STUDS WITH 1/2" AIR GAP AND 1/4" GYP BOARD ON 1/2" GYP BOARD ON 1/2" GYP BOARD ON 1/2" GYP BOARD | 109 |
| 10 | 1/2" GYP BOARD ON METAL STUDS WITH SOUND BATT INSULATION AND 1/4" GYP BOARD ON 2" X 4" STUDS WITH 1/2" AIR GAP AND 1/4" GYP BOARD ON 1/2" GYP BOARD ON 1/2" GYP BOARD ON 1/2" GYP BOARD | 110 |

EXTERIOR WALL TYPES

| NO. | DESCRIPTION | DETAIL |
|-----|--|--------|
| 1 | 8" CMU WITH 1/2" GYP BOARD ON EXTERIOR AND INTERIOR SURFACES | 201 |
| 2 | 8" CMU WITH 1/2" GYP BOARD ON EXTERIOR SURFACE AND 1/4" GYP BOARD ON INTERIOR SURFACE | 202 |
| 3 | 8" CMU WITH 1/2" GYP BOARD ON EXTERIOR SURFACE AND 1/4" GYP BOARD ON INTERIOR SURFACE WITH 1/2" AIR GAP | 203 |
| 4 | 8" CMU WITH 1/2" GYP BOARD ON EXTERIOR SURFACE AND 1/4" GYP BOARD ON INTERIOR SURFACE WITH 1/2" AIR GAP AND 1/4" GYP BOARD | 204 |
| 5 | 8" CMU WITH 1/2" GYP BOARD ON EXTERIOR SURFACE AND 1/4" GYP BOARD ON INTERIOR SURFACE WITH 1/2" AIR GAP AND 1/4" GYP BOARD ON 1/2" GYP BOARD | 205 |
| 6 | 8" CMU WITH 1/2" GYP BOARD ON EXTERIOR SURFACE AND 1/4" GYP BOARD ON INTERIOR SURFACE WITH 1/2" AIR GAP AND 1/4" GYP BOARD ON 1/2" GYP BOARD ON 1/2" GYP BOARD | 206 |
| 7 | 8" CMU WITH 1/2" GYP BOARD ON EXTERIOR SURFACE AND 1/4" GYP BOARD ON INTERIOR SURFACE WITH 1/2" AIR GAP AND 1/4" GYP BOARD ON 1/2" GYP BOARD ON 1/2" GYP BOARD ON 1/2" GYP BOARD | 207 |
| 8 | 8" CMU WITH 1/2" GYP BOARD ON EXTERIOR SURFACE AND 1/4" GYP BOARD ON INTERIOR SURFACE WITH 1/2" AIR GAP AND 1/4" GYP BOARD ON 1/2" GYP BOARD ON 1/2" GYP BOARD ON 1/2" GYP BOARD | 208 |
| 9 | 8" CMU WITH 1/2" GYP BOARD ON EXTERIOR SURFACE AND 1/4" GYP BOARD ON INTERIOR SURFACE WITH 1/2" AIR GAP AND 1/4" GYP BOARD ON 1/2" GYP BOARD ON 1/2" GYP BOARD ON 1/2" GYP BOARD | 209 |
| 10 | 8" CMU WITH 1/2" GYP BOARD ON EXTERIOR SURFACE AND 1/4" GYP BOARD ON INTERIOR SURFACE WITH 1/2" AIR GAP AND 1/4" GYP BOARD ON 1/2" GYP BOARD ON 1/2" GYP BOARD ON 1/2" GYP BOARD | 210 |

SHEET NOTES

REV. 10/04
 BY: [Signature]
 CHECKED: THE ENGINEER
 DATE: 10/04

LEGEND

| SYMBOL | DESCRIPTION |
|--------------|-------------|
| [Line Style] | WALL |
| [Line Style] | DOOR |
| [Line Style] | WINDOW |
| [Line Style] | CEILING |
| [Line Style] | FLOOR |
| [Line Style] | MECHANICAL |
| [Line Style] | ELECTRICAL |
| [Line Style] | PLUMBING |
| [Line Style] | FINISH |

GENERAL NOTES

1. REFER TO ALL OTHER SHEETS FOR GENERAL NOTES.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES.
6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES.
7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES.
8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES.
9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES.
10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES.

RO SCHOOL DISTRICT
 800 EAST WYOMING AVE.
 DENVER, CO 80202

RO S.T.E.A.M.
 K-8 CAMPUS
 8001 S. WATSON BLVD.
 DENVER, CO 80231



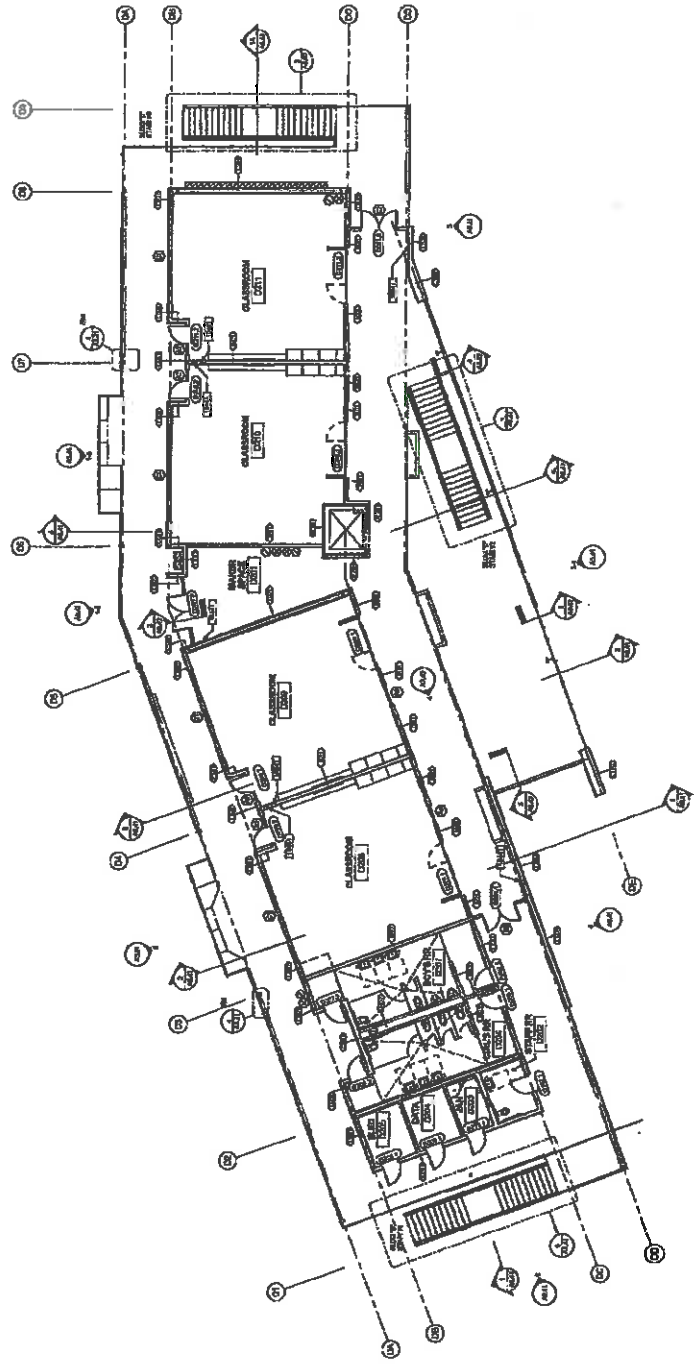
| NO. | REVISION | DATE | BY | CHKD. |
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| 2 | ISSUED FOR CONSTRUCTION | 10/04 | [Signature] | [Signature] |
| 3 | ISSUED FOR CONSTRUCTION | 10/04 | [Signature] | [Signature] |
| 4 | ISSUED FOR CONSTRUCTION | 10/04 | [Signature] | [Signature] |
| 5 | ISSUED FOR CONSTRUCTION | 10/04 | [Signature] | [Signature] |
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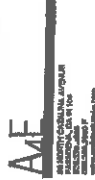
DSA SUBMITTAL

BUILDING D CLASSROOM-
 SECOND FLOOR

A2.43



BLDG D - SECOND FLOOR
 10/04



RIO S.T.E.A.M. K-8 CAMPUS
 2000 EAST WASHINGTON AVE
 SAN FRANCISCO, CA 94134

RIO SCHOOL DISTRICT
 2000 EAST WASHINGTON AVE
 SAN FRANCISCO, CA 94134



| NO. | DATE | DESCRIPTION |
|-----|----------|-----------------------|
| 1 | 06/11/12 | ISSUED FOR PERMITTING |
| 2 | 06/11/12 | ISSUED FOR PERMITTING |
| 3 | 06/11/12 | ISSUED FOR PERMITTING |
| 4 | 06/11/12 | ISSUED FOR PERMITTING |
| 5 | 06/11/12 | ISSUED FOR PERMITTING |
| 6 | 06/11/12 | ISSUED FOR PERMITTING |
| 7 | 06/11/12 | ISSUED FOR PERMITTING |
| 8 | 06/11/12 | ISSUED FOR PERMITTING |
| 9 | 06/11/12 | ISSUED FOR PERMITTING |
| 10 | 06/11/12 | ISSUED FOR PERMITTING |



DSA SUBMITTAL

BLOG E MFR - FIRST FLOOR

A2.51

GENERAL NOTES

- REFER TO MECHANICAL PLAN FOR DUCTWORK DETAILS.
- REFER TO ELECTRICAL PLAN FOR ELECTRICAL SYMBOLS AND SCHEDULES.
- REFER TO PLUMBING PLAN FOR PLUMBING SYMBOLS AND SCHEDULES.
- REFER TO STRUCTURAL PLAN FOR STRUCTURAL SYMBOLS AND SCHEDULES.
- REFER TO FINISH SCHEDULE FOR FINISHES.
- REFER TO MECHANICAL PLAN FOR MECHANICAL EQUIPMENT SCHEDULES.
- REFER TO ELECTRICAL PLAN FOR ELECTRICAL EQUIPMENT SCHEDULES.
- REFER TO PLUMBING PLAN FOR PLUMBING EQUIPMENT SCHEDULES.
- REFER TO STRUCTURAL PLAN FOR STRUCTURAL EQUIPMENT SCHEDULES.
- REFER TO FINISH SCHEDULE FOR FINISHES.
- REFER TO MECHANICAL PLAN FOR MECHANICAL EQUIPMENT SCHEDULES.
- REFER TO ELECTRICAL PLAN FOR ELECTRICAL EQUIPMENT SCHEDULES.
- REFER TO PLUMBING PLAN FOR PLUMBING EQUIPMENT SCHEDULES.
- REFER TO STRUCTURAL PLAN FOR STRUCTURAL EQUIPMENT SCHEDULES.
- REFER TO FINISH SCHEDULE FOR FINISHES.

LEGEND

| SYMBOL | DESCRIPTION |
|----------|-------------|
| (Symbol) | 1/2\"/> |

SHEET NOTES

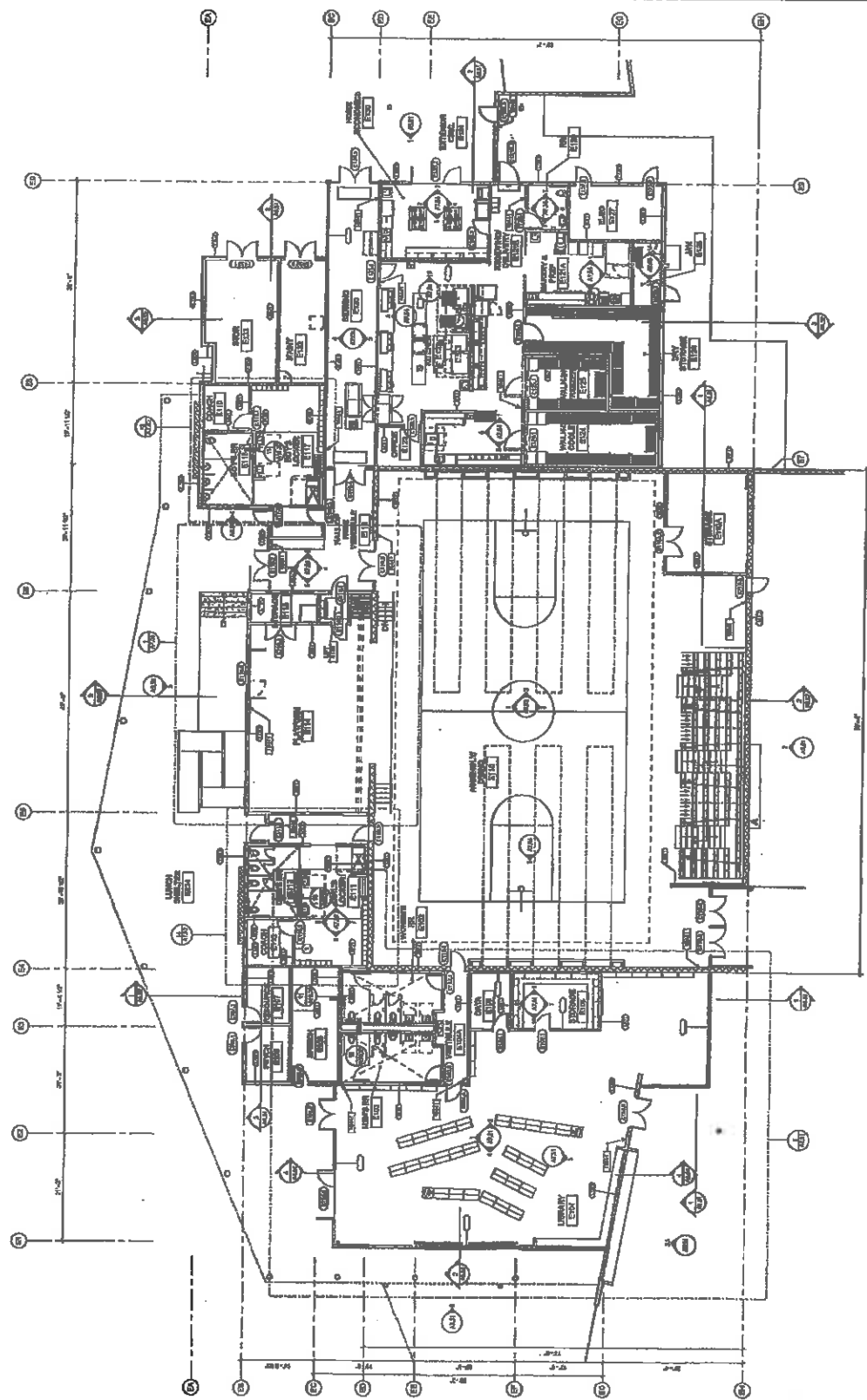
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| 2 | SEE ELECTRICAL PLAN FOR ELECTRICAL SYMBOLS AND SCHEDULES. |
| 3 | SEE PLUMBING PLAN FOR PLUMBING SYMBOLS AND SCHEDULES. |
| 4 | SEE STRUCTURAL PLAN FOR STRUCTURAL SYMBOLS AND SCHEDULES. |
| 5 | SEE FINISH SCHEDULE FOR FINISHES. |
| 6 | SEE MECHANICAL PLAN FOR MECHANICAL EQUIPMENT SCHEDULES. |
| 7 | SEE ELECTRICAL PLAN FOR ELECTRICAL EQUIPMENT SCHEDULES. |
| 8 | SEE PLUMBING PLAN FOR PLUMBING EQUIPMENT SCHEDULES. |
| 9 | SEE STRUCTURAL PLAN FOR STRUCTURAL EQUIPMENT SCHEDULES. |
| 10 | SEE FINISH SCHEDULE FOR FINISHES. |
| 11 | SEE MECHANICAL PLAN FOR MECHANICAL EQUIPMENT SCHEDULES. |
| 12 | SEE ELECTRICAL PLAN FOR ELECTRICAL EQUIPMENT SCHEDULES. |
| 13 | SEE PLUMBING PLAN FOR PLUMBING EQUIPMENT SCHEDULES. |
| 14 | SEE STRUCTURAL PLAN FOR STRUCTURAL EQUIPMENT SCHEDULES. |
| 15 | SEE FINISH SCHEDULE FOR FINISHES. |

EXTERIOR WALL TYPES

| TYPE | DESCRIPTION |
|------|-------------|
| 1 | 2\"/> |

INTERIOR PARTITION TYPES

| TYPE | DESCRIPTION |
|------|-------------|
| 1 | 2\"/> |



BLOG E - FIRST FLOOR PLAN

AME
 ARCHITECTURAL MATERIALS
 1500 WEST 17TH AVENUE
 DENVER, CO 80202
 303.733.8888
 www.amearch.com

**RIO S.T.E.A.M.
 K-8 CAMPUS**
2003 S 25TH AVENUE DENVER, CO 80211

RIO SCHOOL DISTRICT
 2003 S 25TH AVENUE
 DENVER, CO 80211



THIS PLAN HAS BEEN REVIEWED BY THE PROFESSIONAL ENGINEER
 AND THE PROFESSIONAL ARCHITECT
 FOR THE PROJECT DESCRIBED ABOVE.
 PROJECT NO. _____
 SHEET NO. _____
 DATE _____

| NO. | REVISION | DATE |
|-----|----------|------|
| | | |
| | | |
| | | |
| | | |

DATE: 01/13/2014
DESIGNER: JAMES K. HARTMAN
DRAWN: JAMES K. HARTMAN
CHECKED: JAMES K. HARTMAN
DATE PLOTTED: 01/13/2014



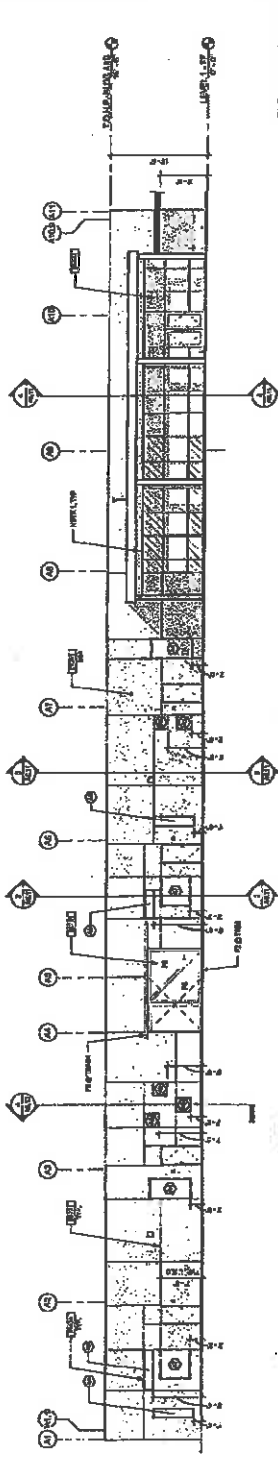
DMA SUBMITTAL

BLDG A EXTERIOR ELEVATIONS

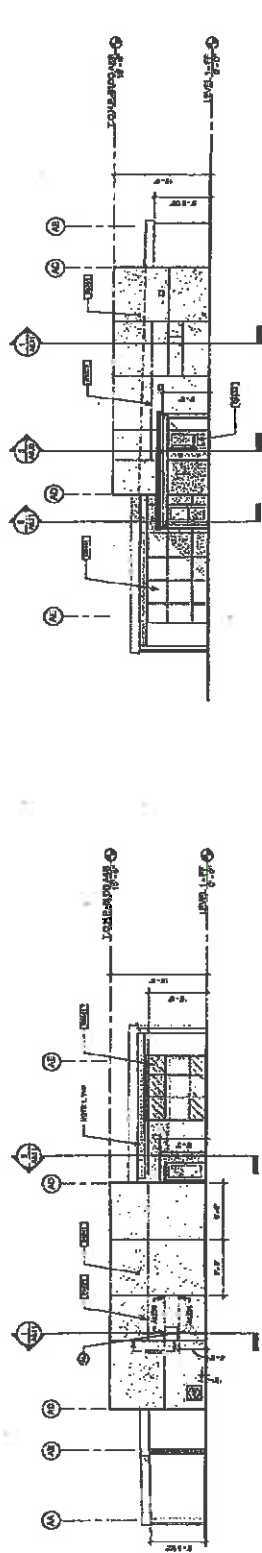
A5.11

| KEY | TEXT |
|------|-----------------------------|
| 0001 | VERTICAL WALL |
| 0002 | INTERIOR DOOR, REG. DOOR |
| 0003 | EXTERIOR DOOR |
| 0004 | GLASS WINDOW, 3/8" GLASS |
| 0005 | GLASS WINDOW, 1/2" GLASS |
| 0006 | GLASS WINDOW, 5/8" GLASS |
| 0007 | GLASS WINDOW, 3/4" GLASS |
| 0008 | GLASS WINDOW, 1" GLASS |
| 0009 | GLASS WINDOW, 1 1/8" GLASS |
| 0010 | GLASS WINDOW, 1 1/2" GLASS |
| 0011 | GLASS WINDOW, 1 3/4" GLASS |
| 0012 | GLASS WINDOW, 2" GLASS |
| 0013 | GLASS WINDOW, 2 1/4" GLASS |
| 0014 | GLASS WINDOW, 2 1/2" GLASS |
| 0015 | GLASS WINDOW, 2 3/4" GLASS |
| 0016 | GLASS WINDOW, 3" GLASS |
| 0017 | GLASS WINDOW, 3 1/4" GLASS |
| 0018 | GLASS WINDOW, 3 1/2" GLASS |
| 0019 | GLASS WINDOW, 3 3/4" GLASS |
| 0020 | GLASS WINDOW, 4" GLASS |
| 0021 | GLASS WINDOW, 4 1/4" GLASS |
| 0022 | GLASS WINDOW, 4 1/2" GLASS |
| 0023 | GLASS WINDOW, 4 3/4" GLASS |
| 0024 | GLASS WINDOW, 5" GLASS |
| 0025 | GLASS WINDOW, 5 1/4" GLASS |
| 0026 | GLASS WINDOW, 5 1/2" GLASS |
| 0027 | GLASS WINDOW, 5 3/4" GLASS |
| 0028 | GLASS WINDOW, 6" GLASS |
| 0029 | GLASS WINDOW, 6 1/4" GLASS |
| 0030 | GLASS WINDOW, 6 1/2" GLASS |
| 0031 | GLASS WINDOW, 6 3/4" GLASS |
| 0032 | GLASS WINDOW, 7" GLASS |
| 0033 | GLASS WINDOW, 7 1/4" GLASS |
| 0034 | GLASS WINDOW, 7 1/2" GLASS |
| 0035 | GLASS WINDOW, 7 3/4" GLASS |
| 0036 | GLASS WINDOW, 8" GLASS |
| 0037 | GLASS WINDOW, 8 1/4" GLASS |
| 0038 | GLASS WINDOW, 8 1/2" GLASS |
| 0039 | GLASS WINDOW, 8 3/4" GLASS |
| 0040 | GLASS WINDOW, 9" GLASS |
| 0041 | GLASS WINDOW, 9 1/4" GLASS |
| 0042 | GLASS WINDOW, 9 1/2" GLASS |
| 0043 | GLASS WINDOW, 9 3/4" GLASS |
| 0044 | GLASS WINDOW, 10" GLASS |
| 0045 | GLASS WINDOW, 10 1/4" GLASS |
| 0046 | GLASS WINDOW, 10 1/2" GLASS |
| 0047 | GLASS WINDOW, 10 3/4" GLASS |
| 0048 | GLASS WINDOW, 11" GLASS |
| 0049 | GLASS WINDOW, 11 1/4" GLASS |
| 0050 | GLASS WINDOW, 11 1/2" GLASS |
| 0051 | GLASS WINDOW, 11 3/4" GLASS |
| 0052 | GLASS WINDOW, 12" GLASS |

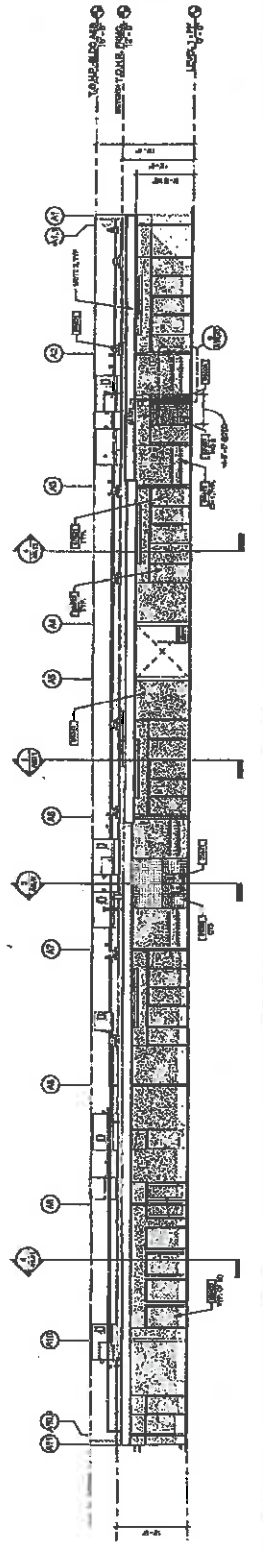
- GENERAL NOTES:**
1. ALL ELEVATIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 2. FINISHES AND MATERIALS TO BE SHOWN ON THESE ELEVATIONS.
 3. ALL MATERIALS AND FINISHES TO BE SHOWN ON THESE ELEVATIONS.
 4. ALL MATERIALS AND FINISHES TO BE SHOWN ON THESE ELEVATIONS.



BLDG A - SOUTH



BLDG A - EAST



BLDG A - NORTH



PROJECT NO. 1000 E. ...
DATE: ...

| NO. | DESCRIPTION | DATE | BY | CHECKED BY |
|-----|-------------|------|----|------------|
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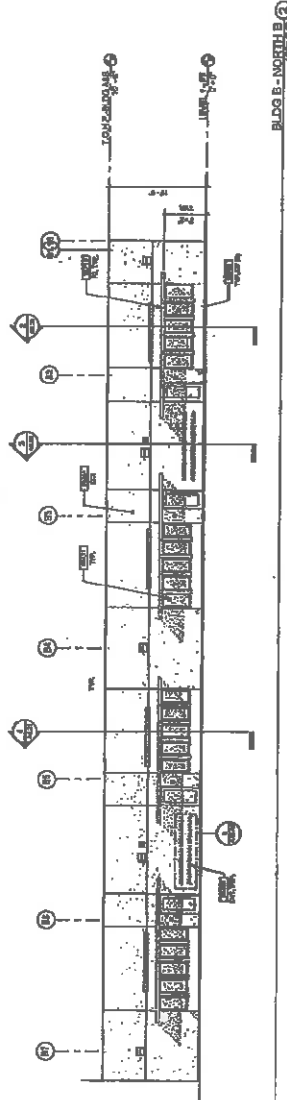
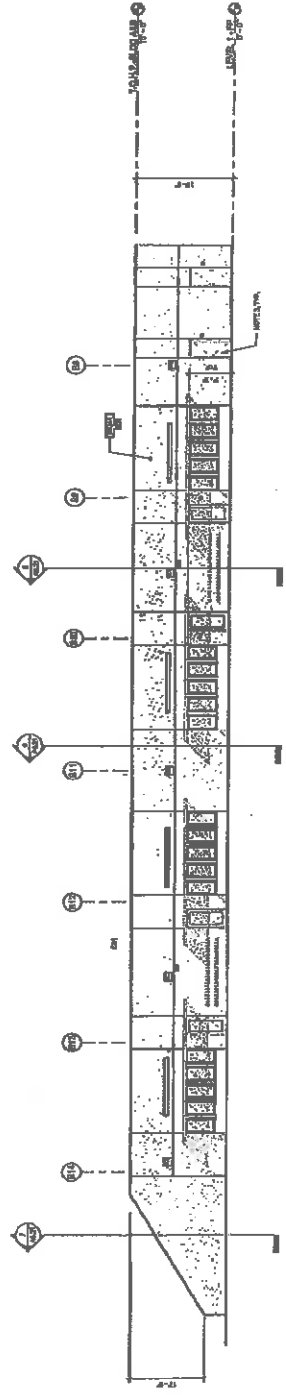
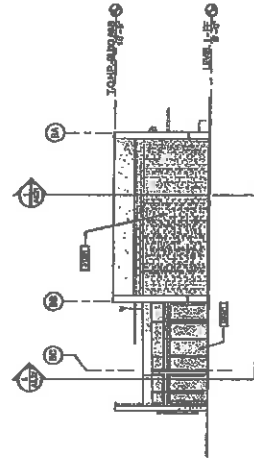


DSA SUBMITTAL

**BLDG - EXTERIOR
ELEVATIONS**

A5.21

- 1. DIMENSIONS SHOWN IN PARENTHESISES
- 2. FINISHES SHOWN IN PARENTHESISES
- 3. ALL FINISHES TO BE AS SHOWN UNLESS NOTED OTHERWISE
- 4. ALL EXTERIOR WALLS TO BE FINISHED WITH STUCCO
- 5. ALL EXTERIOR WALLS TO BE FINISHED WITH STUCCO UNLESS NOTED OTHERWISE
- 6. ALL EXTERIOR WALLS TO BE FINISHED WITH STUCCO UNLESS NOTED OTHERWISE
- 7. ALL EXTERIOR WALLS TO BE FINISHED WITH STUCCO UNLESS NOTED OTHERWISE
- 8. ALL EXTERIOR WALLS TO BE FINISHED WITH STUCCO UNLESS NOTED OTHERWISE





ARCHITECTURAL MATERIALS
 1000 W. 10TH AVENUE
 DENVER, CO 80202
 (303) 733-8888

RIO S.T.E.A.M. K-8 CAMPUS

2004 3RD AVENUE
 DENVER, CO 80202

RIO SCHOOL DISTRICT
 200 WEST MICHIGAN AVE
 DENVER, CO 80202



DATE: 01/22/14
 TIME: 1:00 PM
 PROJECT: RIO S.T.E.A.M. K-8 CAMPUS
 CLIENT: RIO SCHOOL DISTRICT
 DRAWING: EXTERIOR ELEVATIONS

| NO. | REVISION | DATE |
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| SCALE | |
| SHEET NO. | |
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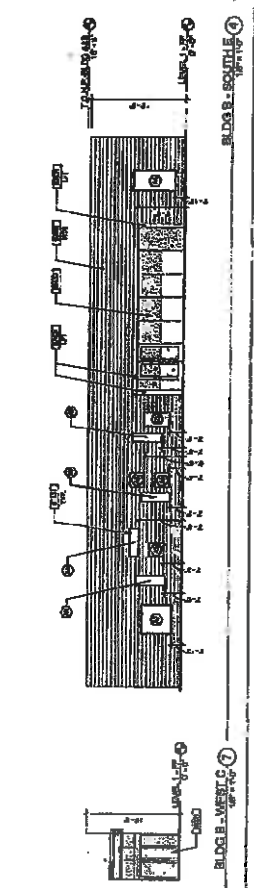
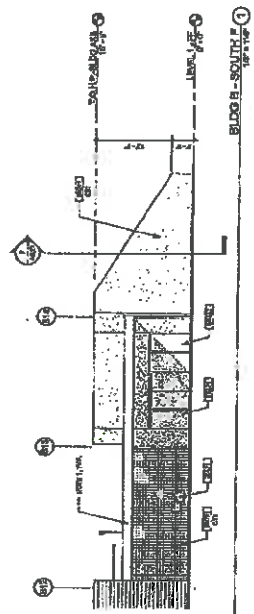
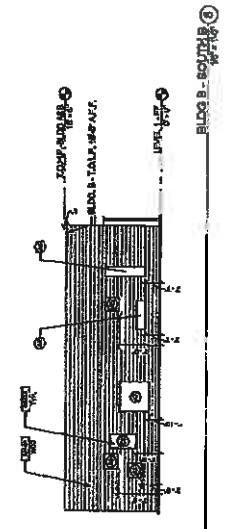
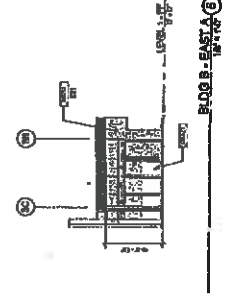
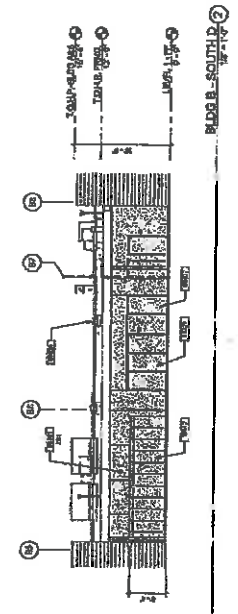
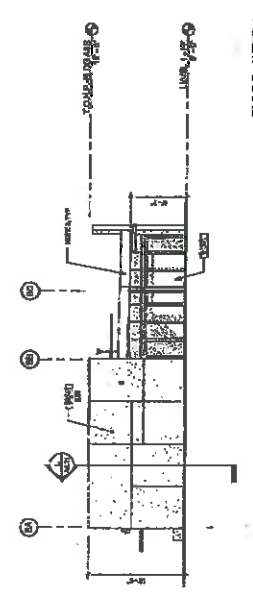
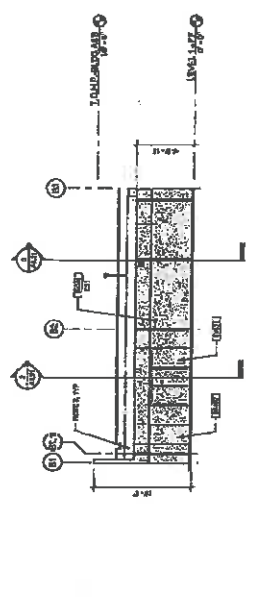
DSA SUBMITTAL

BLDG B EXTERIOR ELEVATIONS

A5.22

| TEST | TEST |
|-------|---|
| DRY | Preventive maintenance program |
| DM1 | Visual inspection for leaks and stains |
| DM2 | Visual inspection for surface deterioration |
| DM3 | Visual inspection for surface deterioration |
| DM4 | Visual inspection for surface deterioration |
| DM5 | Visual inspection for surface deterioration |
| DM6 | Visual inspection for surface deterioration |
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| DM97 | Visual inspection for surface deterioration |
| DM98 | Visual inspection for surface deterioration |
| DM99 | Visual inspection for surface deterioration |
| DM100 | Visual inspection for surface deterioration |

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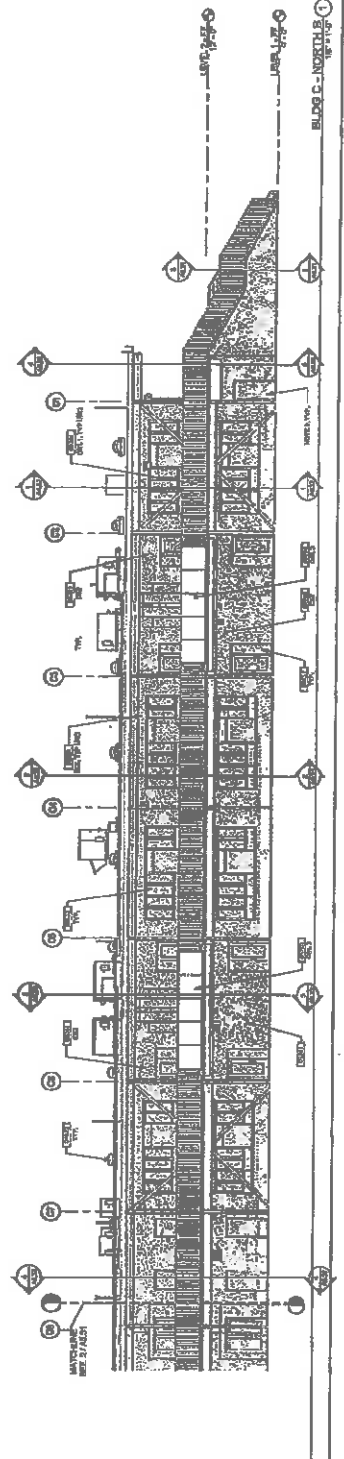
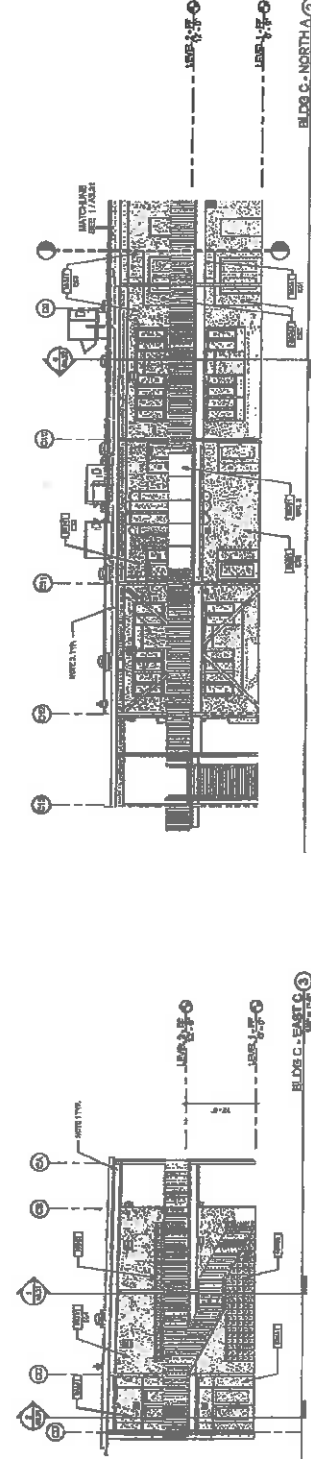
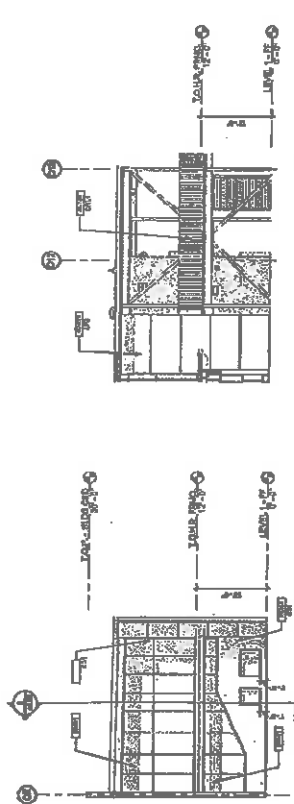
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DESA SUBMITTAL
 BLDG C EXTERIOR
 ELEVATIONS
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| REV | TEXT |
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| 001 | DESCRIPTIVE FINISHED METAL GLASSWORK, PER 020500 FINISHES, PER 020000 PER 020000 |
| 002 | FINISHES, PER 020000 FINISHES, PER 020000 FINISHES, PER 020000 FINISHES, PER 020000 |
| 003 | ALUMINUM FRAME PROTECTANT FINISHES, PER 020000 FINISHES, PER 020000 |
| 004 | ALUMINUM WINDOW WALL FINISHES, PER 020000 FINISHES, PER 020000 |
| 005 | GLAZED ALUMINUM WINDOW WALL FINISHES, PER 020000 FINISHES, PER 020000 |
| 006 | GLAZED ALUMINUM WINDOW WALL FINISHES, PER 020000 FINISHES, PER 020000 |
| 007 | GLAZED ALUMINUM WINDOW WALL FINISHES, PER 020000 FINISHES, PER 020000 |
| 008 | GLAZED ALUMINUM WINDOW WALL FINISHES, PER 020000 FINISHES, PER 020000 |
| 009 | GLAZED ALUMINUM WINDOW WALL FINISHES, PER 020000 FINISHES, PER 020000 |



- 1. FINISHES, PER 020000
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**RIO S.T.E.A.M.
 K-8 CAMPUS**
 2800 S 20th STREET, PASADENA, CA 91105
 GENERAL CONTRACTOR

RIO SCHOOL DISTRICT
 2000 PASADENA BLVD
 PASADENA, CA 91105



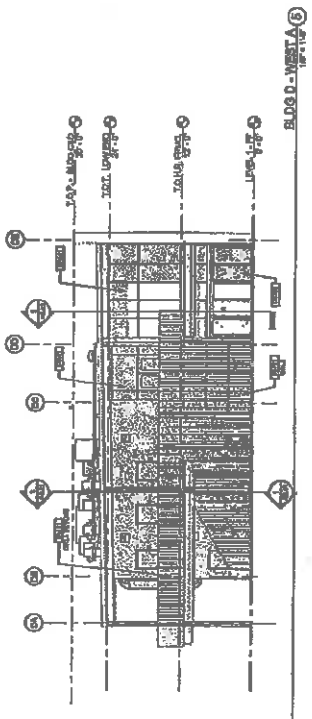
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PROJECT NO.: 16-014
 SHEET NO.: 16-014-100
 PROJECT TITLE: RIO S.T.E.A.M. K-8 CAMPUS
 DRAWN BY: [Redacted]
 CHECKED BY: [Redacted]

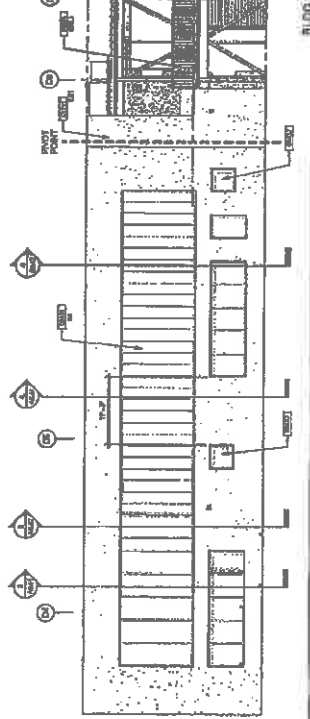
DATE: 11/21/16
 DESIGNED BY: [Redacted]
 DRAWING NO.: 16-014-100
 PROJECT NO.: 16-014

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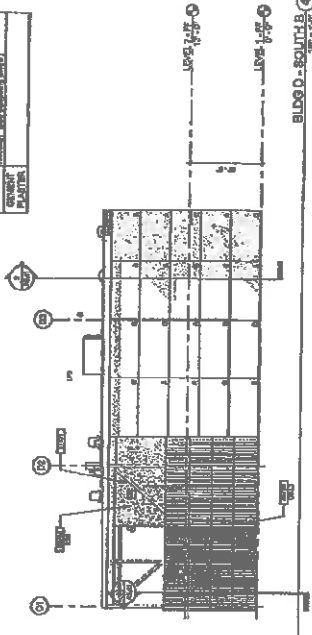
- GENERAL NOTES:**
- 1. REFER TO ALL DRAWINGS FOR MATERIALS, FINISHES, AND WORKMANSHIP.
 - 2. REFER TO ALL DRAWINGS FOR NOTES, SPECIFICATIONS, AND WORKMANSHIP.
 - 3. REFER TO ALL DRAWINGS FOR NOTES, SPECIFICATIONS, AND WORKMANSHIP.
 - 4. REFER TO ALL DRAWINGS FOR NOTES, SPECIFICATIONS, AND WORKMANSHIP.
 - 5. REFER TO ALL DRAWINGS FOR NOTES, SPECIFICATIONS, AND WORKMANSHIP.
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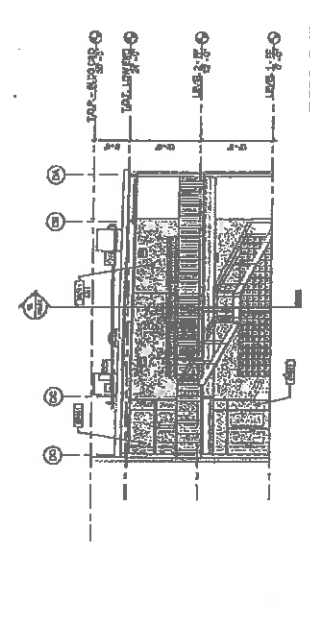
BLDG D - WEST
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 90'-0"
 80'-0"



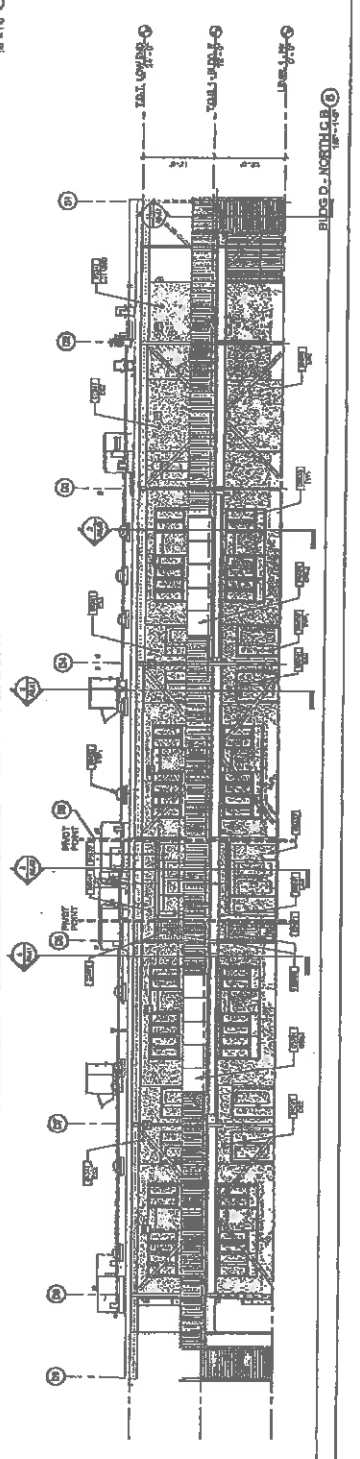
BLDG D - SOUTH
 100'-0"
 90'-0"
 80'-0"



BLDG D - SOUTH B
 100'-0"
 90'-0"
 80'-0"



BLDG D - EAST
 100'-0"
 90'-0"
 80'-0"



BLDG D - NORTH
 100'-0"
 90'-0"
 80'-0"

9.2



Agenda Item Details

| | |
|--------------------|---|
| Meeting | Mar 15, 2017 - RSD Regular Board Meeting |
| Category | 9. Discussion/Action |
| Subject | 9.2 Approval of Resolution No. 1617/22 Declaring the District's Intention to Sell the District Office to the Private Sector, Including, but not limited to, Disposition by Sale, Lease, or Exchange), Subject to Certain Conditions |
| Access | Public |
| Type | Action |
| Recommended Action | It is recommended that the Board approve the attached resolution declaring the District's Intention to dispose of the District Office to the Private Sector in the event that the District is unable to consummate a transaction with the Public Sector, and authorizing District staff to take such action as may be required to effectuate the purpose of the resolution, including soliciting bids from the Private Sector. If applicable, any offers for the District Office from the Private Sector will be brought to the Board for consideration and potential approval on June 7, 2018. |

Public Content

Speaker: Kristen Pifko

Background:

On June 11, June 30, and August 29, 2013, the District's Surplus Property Advisory Committee (the "Committee") convened to consider whether to declare the District Office, located at 2500 E. Vineyard Avenue, Oxnard, California 93036, as surplus property. The Committee recommended that the District consider the District Office surplus property, and utilize proceeds from the sale or long-term lease of the District Office to cost-effectively remodel or construct another facility. On October 16, 2013, by Resolution No. 1314/03, the District's Board of Trustees ("Board") voted to approve the Committee's recommendations.

On November 4, 2013, pursuant to Resolution No. 1314/04, the Board declared its intention to sell, lease or exchange the site to interested charter schools, certain public agencies and qualifying nonprofit and charitable corporations (the "Public Sector"). In accordance with applicable law, the District published public notices to the Public Sector regarding the District's intent to dispose of the District Office on November 29, 2013; December 6, 2013; and December 13, 2013, and delivered certain notices to the Public Sector on November 22, 2013. The Public Sector had a period of sixty (60) days to respond to the District's notices. The District did not receive any letters of interest or intent from the Public Sector. Resolution No. 1314/04 authorized District staff to offer the District Office to private entities and individuals (the "Private Sector") in the event that the District was unable to consummate a sale, lease or exchange transaction with any Public Sector entity within the timeframe required by law. However, the District elected not to immediately offer the District Office to the Private Sector.

The District's administration and consultants have determined that it is now advisable to offer the District office to the Private Sector. The attached resolution authorizes District administration to notify the Private Sector of the District's intent to dispose of the District Office and approves a draft Request for Proposals for the solicitation of bids for the District Office. The District will provide supplemental notices to the Public Sector because the original Public Sector notices were delivered and published in 2013. The Public Sector will have a period of sixty (60) days from the third (3rd) notice to respond to the District's notices. If the District receives a timely offer from any Public Sector entity, then the District and the entity must negotiate in good faith to accomplish the sale, lease, or exchange. If no Public Sector entities timely respond to the District's notice, or if the District and any responsive Public Sector entity are unable to finalize a sale, lease, or exchange transaction, then the District may dispose of the District Office to the Private Sector.

Rationale: It is in the District's best interest to relocate its District Office to a more affordable facility in a more desirable location, with the appropriate amount of space for staff, increased parking, and equal or greater accessibility to the community. Any disposition of the District Office would be contingent upon the District identifying and securing a suitable relocation property, inclusive of a cost-effective remodel or construction, in accordance with the Committee's recommendations.

Fiscal Analysis:

The District Office has been appraised at a value of six million three hundred thousand dollars (\$6,300,000.00) for purchase or exchange. This value represents the minimum price for the District Office.

[RIO USD Proposal Stmt of Qualifications-2500 E Vineyard-draft for resolution \(2\).pdf \(1,218 KB\)](#)

[2017.3.15 - resolution intent sell private sector \(2\).pdf \(246 KB\)](#)

Administrative Content

Executive Content

RIO SCHOOL DISTRICT

RESOLUTION NO. 1617/22

**DECLARING THE DISTRICT'S INTENTION TO DISPOSE OF
DISTRICT OFFICE TO THE PRIVATE SECTOR
(INCLUDING, BUT NOT LIMITED TO, DISPOSITION BY SALE,
LEASE, OR EXCHANGE), SUBJECT TO CERTAIN CONDITIONS**

WHEREAS, Rio School District ("District") owns that certain parcel of real property located at 2500 E. Vineyard Avenue, Oxnard, California 93036, with APN 145-0-231-075 and more commonly known as the District Office (referred to herein as the "Property"), which is further described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to Education Code Sections 17388, *et seq.*, and 17455, the District appointed a Surplus Property Advisory Committee ("Committee") to review the Property, and, on August 29, 2013, the Committee unanimously recommended that the Property be declared "surplus property," that is, property which is not or will not be needed by the District for school classroom buildings at the time of delivery or possession to another party; and

WHEREAS, at a regularly-held meeting on October 16, 2013, the Board of Trustees ("Board") passed and adopted Resolution No. 1314/03, by which resolution the Board approved the Committee's recommendation for determining that the Property is surplus property, and set forth the District's intention to use any proceeds from the disposition of the Property for the District's capital outlay or costs of maintenance expenses in accordance with Education Code Section 17462, *et seq.*, or as otherwise permitted by law; and

WHEREAS, on November 4, 2013, the Board passed and adopted Resolution No. 1314/04, by which resolution the Board declared its intention to dispose of the Property to interested charter schools, qualifying public agencies and certain nonprofit charitable and public benefit corporations (the "Public Sector") by sale, lease or exchange; and

WHEREAS, in accordance with Education Code Section 17464 and applicable provisions of Government Code Sections 54220, *et seq.*, the District published public notices to the Public Sector regarding the District's intention to dispose of the Property on November 29, 2013, December 6, 2013 and December 13, 2013, and delivered certain notices to the Public Sector on November 22, 2013, but the District did not receive any notices of intent or interest from the Public Sector within the timeframe required by law; and

WHEREAS, the District has elected to provide supplemental notices to the Public Sector regarding the District's intent to dispose of the Property; and

WHEREAS, if the District does not receive a timely notice of intent from the Public Sector to purchase, lease, lease with an option to purchase or exchange the Property, or if the District receives a timely notice of intent from the Public Sector but is unable to consummate a final agreement for the purchase, lease, lease with option to purchase or exchange of the Property after good faith negotiations with the applicable Public Sector entity or entities within the timeframe period required by law, then the District intends to dispose of the Property to any interested private parties (the "Private Sector") pursuant to this Resolution; and

WHEREAS, the District intends to secure from the Private Sector the highest possible consideration for the Property, which consideration shall not be less than its fair market value; and

WHEREAS, the District will take reasonable steps to notify the former owner of the Property of the Meeting (as defined below), in writing, at least sixty (60) days prior to the Meeting, in accordance with Education Code Section 17470; and

WHEREAS, the District has determined that the disposition of the Property is categorically exempt from the provisions of the California Environmental Quality Act ("CEQA"), pursuant to CEQA Regulation 15312; and

WHEREAS, the Property is within the planning jurisdiction of the City of Oxnard, in the County of Ventura, California;

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby elects to provide concurrent noticing of the District's intention to dispose of the Property to the Public Sector and the Private Sector. In the event that the District does not receive a timely notice of intent to purchase, lease, lease with an option to purchase or exchange the Property from the Public Sector, or if the District receives a timely notice of intent from any Public Sector entities but is unable to consummate a final agreement for the purchase, lease, lease with option to purchase or exchange of the Property with any such entities after good faith negotiations within the timeframe period required by law, the Board hereby declares its intention to sell the Property to the Private Sector pursuant to this Resolution and in compliance with Education Code Section 17466.
3. Pursuant to Education Code Section 17466, the Board hereby directs the District staff to provide notice of the District's intent to dispose of the Property to the Private Sector, as set forth in the draft Request for Proposal for the Sale of the District Office (the "RFP"), which is attached hereto as Exhibit B and incorporated herein by reference.
4. The final RFP will be available after Board approval of this Resolution. For further information contact:

Rio School District
2500 Vineyard Avenue, Suite 100
Oxnard, CA 93036
(805) 485-3111
Attention: Kristen Pifko, Assistant Superintendent

and

Sage Realty Group Inc.
2945 Townsgate Road, Suite 200
Westlake Village, CA 91361
(805) 497-8557
Attention: Joel Kirschenstein, Special District Consultant

5. The following provisions shall apply to the Property.
 - a. There will be a pre-bid conference on April 4, 2017 at 3:30 p.m. at the District office, located at 2500 E. Vineyard Avenue, Suite 100, Oxnard, CA 93036.
 - b. Sealed written proposals for the sale of the District Office (the "Proposals") shall be received by the District up to, but not later than, 4:00 p.m. on June 7, 2017, as set forth in the RFP. The RFP includes the minimum price of Six Million Three Hundred Thousand Dollars (\$6,300,000.00) for sale or exchange of the Property, together with the sale terms and a description of any commission to be paid to a licensed real estate broker.
 - c. The Board shall open, examine, and review for completeness all Proposals at its regularly-scheduled meeting (the "Meeting") at 4:00 p.m. on June 7, 2017, which date is not less than three (3) weeks from the date of this Resolution, in compliance with Education Code Section 17466. The Meeting will be held at 3300 Cortez Street, Oxnard, California 93036.
 - d. At the Meeting, the Board shall accept the Proposal of the highest conforming and responsible bidder, including any bid made orally at that time or at an adjourned meeting, as required by Education Code Sections 17472, 17473, and 17475; provided that the Board, in its sole discretion, reserves the right to reject any and all bids, offers or proposals, as permitted by Education Code Section 17476.

- e. Copies of this Resolution signed by the Board shall be posted in three (3) public places in the District, not less than fifteen (15) days before the date of the Meeting as required by Education Code Section 17469.
- f. Notice of the Meeting, including the time and place of holding of the Meeting, shall be published not less than once a week for three (3) successive weeks before the Meeting in the Ventura County Star as required by Education Code Section 17469.

6. This transaction is subject to the following condition: any disposition of the District Office would be contingent upon the District identifying and securing a suitable relocation property, inclusive of a cost-effective remodel or construction.

7. The Board hereby delegates authority to the Superintendent, or the Superintendent's designee, to take such further action as may be necessary to effect the purpose of this Resolution.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Joe Esquivel,
President of the Board of Trustees

Eleanor Torres
Clerk of the Board of Trustees

EXHIBIT "A"

LEGAL DESCRIPTION OF DISTRICT OFFICE

All that certain real property situated in the County of Ventura, State of California, described as follows:

Parcel 1:

Parcel A of Parcel Map 71-33, in the City of Oxnard, County of Ventura, State of California, as shown on a Parcel Map filed in Book 13 Page 99 of Parcel Maps, in the Office of the County Recorder of said County.

Except therefrom all oil, gas minerals, and other hydrocarbon substances lying below a depth shown below but with no right of surface entry, as provided in deeds of record.

Depth: 500 feet

Parcel 2:

That portion of Parcel D, of Parcel Map 71-33, in the City of Oxnard, County of Ventura, State of California, as shown on a Parcel Map filed in Book 13 Page 99 of Parcel maps, in the Office of the County Recorder of said County, lying Southeasterly and Southerly of the Northeasterly prolongation of the Southeasterly line of Parcel B, as shown on said Parcel Map.

Except therefrom all oil, gas minerals, and other hydrocarbon substances lying below a depth shown below but with no right of surface entry, as provided in deeds of record.

Depth: 500 feet

Parcel 3:

A non-exclusive common use easement over a portion of Parcels B and D, in the City of Oxnard, County of Ventura, State of California, as shown on a Parcel Map filed in Book 13 Page 99 of Parcel Maps, in the Office of the County Recorder of said County, being a strip of land 13.00 feet wide, the Southeasterly line thereof being that certain course and prolongation thereof shown as North 31°14'52" East, 121.04 feet.

The sidelines of said strip of land to be prolonged or shortened to terminate in the Northeasterly line of said Parcel D and the Southwesterly line of said Parcel B.

Parcel 4:

A non-exclusive common use easement over a portion of Parcel B, in the City of Oxnard, County of Ventura, as shown on a Parcel Map filed in Book 13 Page 99 of Parcel Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the Northwesterly terminus of that certain course shown as North 58°45'08" West, 165.00 feet on said parcel maps; thence,

- 1st: North 31°14'52" East, 9.00 feet; thence,
- 2nd: South 58°45'08" East 50.00 feet; thence,
- 3rd: South 31°14'52" West, 9.00 feet to a point in said certain course; thence along said course,
- 4th: North 58°45'08" West, 50.00 feet to the point of beginning.

Parcel 5:

That portion of Lot 90 of the Rancho Santa Clara del Norte, as shown on map recorded in Book 3 Page 26 of Miscellaneous Records (Maps), in the City of Oxnard, County of Ventura, State of California, in the Office of the County Recorder of said County, and that portion of Subdivision 91 of Rancho El Rio de Santa Clara O' La Colonia, described as follows:

Commencing at the most Westerly corner of the land described in Director's Deed No. 346.1 recorded January 28, 1973 in Book 4080 Page 715 of Official Records, in said office; thence along the Southwesterly line of said land South 57°49'25" East, 13.00 feet to the true point of beginning; thence,

- 1st: Southerly along a curve concave Easterly and having a radius of 30.00 feet, from a tangent which South 12°42'28" West, through an angle of 70°31'53", an arc distance of 36.93 feet; thence, tangent to said curve,
- 2nd: South 57°49'25" East, 100.63 feet to a tangent curve concave Southwesterly and having a radius of 235.00 feet; thence
- 3rd: Southeasterly along last said curve through an angle 51°56'08" an arc distance of 213.02 feet; thence,
- 4th: North 84°06'43" East, 28.17 feet to that certain curve concave Southwesterly and having a radius of 250.00 feet described as Course No. 24 in Parcel 1 of the deed to the State of California (State Parcel 49766) recorded February 28, 1973 in Book 4080 Page 719 of Official Records, in said office; thence,
- 5th: Northwesterly along said certain curve through an angle of 51°01'20", an arc distance of 222.63 feet to the Southeasterly prolongation of said Southwesterly line; thence,
- 6th: Northwesterly along said Southeasterly prolongation and said Southwesterly line to said true point of beginning.

Assessor's Parcel No: 145-0-231-075

EXHIBIT "B"

DRAFT REQUEST FOR PROPOSALS FOR DISTRICT OFFICE

**REQUEST FOR PROPOSALS AND STATEMENTS OF QUALIFICATIONS FOR THE
LEASE, SALE OR EXCHANGE OF SURPLUS SCHOOL DISTRICT PROPERTY**

2500 E. VINEYARD AVENUE, OXNARD, CA 93036
(School District Administrative Office)

March 2017

Prepared for:
Rio School District
Board of Trustees
John D. Puglisi, Ph.D., Rio School District Superintendent

On October 16, 2013, the Board of Trustees (the "Board") of the Rio School District ("District") adopted Resolution No. 1314/03, which declared the District Office surplus property.

NOTE: As required by California law, the District has provided notice to qualifying public districts, public authorities, public agencies, public corporations, other political subdivisions in this state, the federal government, interested charter schools, and certain nonprofit charitable and public benefit corporations (collectively, the "Public Sector") of the District's intent to dispose of the Site. The District has concurrently noticed the Public Sector and the private sector ("Private Sector"), in accordance with Education Code Sections 17464 and 17469. If necessary to conclude negotiations with any Public Sector entity for the disposition of the Site, the Private Sector bid process shall be continued. Target dates for Private Sector bid acceptance may be revised by the District pursuant to a written addendum to this Request for Proposals and Statements of Qualifications. The District reserves the right to reject any and all bids, pursuant to Education Code Section 17476.

Prepared by:

SAGE REALTY GROUP, INC.
Joel Kirschenstein
2945 Townsgate Road | Suite 200 | Westlake Village, CA 91361
Phone: 805.497.8557 | Fax 805.496.4939
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In association with:

LEE & ASSOCIATES- LA NORTH/VENTURA, INC.
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RIO SCHOOL DISTRICT

REQUEST FOR PROPOSALS AND STATEMENTS OF QUALIFICATIONS FOR THE LEASE, SALE OR EXCHANGE OF SURPLUS SCHOOL PROPERTY LOCATED AT 2500 E. VINEYARD AVENUE, OXNARD, CA 93036

I. PURPOSE

A. SUMMARY

This Request for Proposals and Statements of Qualifications (this "RFP") is intended to elicit from responsible, qualified parties ("Respondent" or "Respondents") offers to lease, purchase, or exchange ("Proposals") the District property located at 2500 E. Vineyard Avenue, Oxnard, California 93036, which is more particularly described and depicted on Exhibit "A" attached hereto (the "Site"). The Site is within the jurisdiction of the City of Oxnard ("City") and located in the County of Ventura (the "County"). The Site is improved with a three-story office building containing approximately 31,610 square feet, situated on approximately 1.01 acres of land and is a District Office facility.

The Site was declared surplus by the Board on October 16, 2013. On March 15, 2017, the District's Board of Trustees ("Board") authorized solicitation of Proposals for the sale, lease or exchange of the Site in accordance with this RFP. This RFP includes the text of the solicitation and certain attached exhibits. If there are any ambiguities or discrepancies between the text characterization of the exhibits and the exhibits themselves, the exhibits shall prevail.

The District shall review all Proposals separately. The District reserves the right to select between ground lease (lease), purchase, or exchange transactions or to reject any and all Proposals, for all or portions of the Sites, either written or oral, and withdraw the Site from lease, sale or exchange.

B. USE OF PROCEEDS

Proceeds from any potential sale or long term lease of the Site shall be used to relocate the District's administrative office (e.g., remodel another District-owned site or construct new facilities).

II. GENERAL INFORMATION AND SUMMARY OF PROCEDURES

A. PUBLIC SECTOR

In 2013, pursuant to Education Code Section 17464 and Government Code Sections 54220, *et seq.*, the District provided notice of the District's intent to dispose of the Site to interested charter schools, qualifying public agencies, and certain nonprofit and public benefit corporations (the "Public Sector"). However, no Public Sector entities timely responded to the District's notices. Due to the length of time between the prior Public Sector notice compliance and this current RFP, the District has elected to provide

supplemental Public Sector notices. The Public Sector entities will have a minimum of sixty (60) days to enter into good faith negotiations with the District for the purchase, lease or exchange of the Site. If the District does not receive any timely proposals from the Public Sector or is unable to finalize a transaction with any Public Sector entity within the timeframe prescribed by law, the District shall consider Proposals from the Private Sector pursuant to this RFP process.

NOTE: The District did, however, secure a request to the City to cooperate regarding proposed land uses for the Site.

B. PRIVATE SECTOR

The following surplus property procedure shall apply to this RFP.

1. On March 15, 2017, the Board adopted Resolution No. ____, which declared the District's intention to dispose of the Site to private sector individuals and entities (the "Private Sector") by sale, lease or exchange.
2. Pursuant to Education Code Section 17469, the District has provided notice to the Private Sector of the adoption of Resolution No. ____ and of the availability of the Site for purchase, lease or exchange by publication once a week for three weeks (on March 18, March 24 and March 31, 2017). The District shall post any notices as required by law.
3. The Board has obtained an appraisal or an updated appraisal for the Site determining the Site's current fair market value as set forth in Section D of the RFP.
4. A pre-bid conference shall be held at the following location, date and time:

Location: Rio School District Administrative Office
2500 E. Vineyard Avenue, Oxnard, CA 93036

Date: April 4, 2017
Time: 3:30 p.m.
5. Notwithstanding the requirement set forth in Section II(A) pertaining to the Public Sector, any Private Sector individual or entity desiring to lease, purchase, or exchange the Site shall notify the District in writing of such intent in accordance with the procedures set forth in this RFP.

THE DEADLINE FOR SUBMISSION OF SEALED OFFERS FROM PRIVATE ENTITIES SHALL BE: JUNE 7, 2017 AT 4:00 P.M.

All offers shall be submitted to:

Dr. John Puglisi, Superintendent
Rio School District Administrative Office
2500 E. Vineyard Avenue
Oxnard, CA 93036

NOTE: It is the responsibility of Respondent(s) to verify that its written Proposal complies with the requirements of this RFP, inclusive of deposits as set forth herein, and has been delivered to and received by the District prior to the submittal deadline as set forth above. Incomplete Proposals and Proposals received after the deadline shall be rejected as non-compliant with this RFP.

6. The Board intends to receive and consider the written Proposals at a special meeting (“Meeting”) of the Board on June 7, 2017 at 5:00 p.m., in compliance with Education Code Section 17472. The Meeting will be held at the Rio School District Administrative Office located at 2500 E. Vineyard Avenue, Oxnard, CA 93036.
7. Before accepting any written Proposals, the Board shall call for oral bids at the Meeting, pursuant to Education Code Section 17473. Oral bids must conform to the terms and conditions in this RFP. Oral bids must exceed by at least five percent (5%) the highest written proposal (based on net proceeds to the District, taking into consideration terms, conditions and risk). Succeeding oral bids shall exceed the previous bid amount per instructions of the Board. The highest conforming Proposal shall be accepted by the Board, unless a higher oral bid is accepted or the Board determines to reject all bids and Proposals. Prior to the Board’s final acceptance of a Proposal, oral bids shall be reduced to writing and signed by the oral bidder and submitted to the Board.
8. The Board’s final acceptance of the highest Proposal or oral bid shall be made at the Meeting, or at an adjourned meeting to be held within ten (10) days thereafter, in accordance with Education Code Section 17475.
9. Prior to Board action, Monte L. Widders, or his designee, of Myers, Widders, Gibson, Jones & Feingold, L.L.P. (“District Counsel”) and Dr. Joel Kirschenstein of Sage Realty Group, Inc. (“District Consultant”) or his designee, shall review for completeness and compliance all Proposals received. Any written clarification of or modification to this RFP shall be delivered to all parties on the Respondent’s list.
10. The Board reserves the right to accept or reject any and all Proposals pursuant to Education Code Section 17476 and to extend the bidding deadline as deemed appropriate by the Board.
11. Except as otherwise provided herein, any Proposal containing contingencies based upon non-compatible general plan amendments, zone changes, proposed

density changes, alternative land uses, or non-applicability of City, County, state or federal ordinances or statutes may not be considered.

12. Any time extensions for contingency review shall be solely at the discretion of the District.
13. Any and all requests for additional information must be made in writing to Sage Realty Group Inc., District Consultant, with copies to John D. Puglisi, Ph.D., District Superintendent, at the following addresses:

Sage Realty Group, Inc.
Dr. Joel Kirschenstein
2945 Townsgate Road, Suite 200
Westlake Village, CA 91361
(805) 497-8557 x223; Fax (805) 496-4939
E-mail: joel@sagerealtygroup.com

(with a copy to):

John D. Puglisi, Ph.D., Superintendent
Rio School District
2500 Vineyard Avenue
Oxnard, CA 93036
(805) 485-3111
E-mail: jpuglisi@rioschools.org

III. SITE INFORMATION

Verification of the following information is the responsibility of each Respondent. The District makes no representation or warranty with respect to the truth or accuracy of the following information.

A. SITE DESCRIPTION

1. Location

2500 E. Vineyard Avenue, Oxnard, CA 93036

2. Size and Topography

Building Size: 31,610 SF
Land Area: 1.01 AC

3. Current Use

Portions of the Site are currently used as the District's administrative office and the remaining portions of the Site leased to a third party tenant. Note that the full floor tenant's lease expires on February 21, 2021.

4. Surrounding Area/Uses

The surrounding properties consist of predominantly retail commercial uses along Vineyard Avenue. The immediate adjacent land uses are:

North: Multiple retail buildings which consists of tenants such as Vallarta Market, Jack-in-the-Box, Wendy's and McDonalds.

East: Retail building comprising of public storage and office buildings, including Child Development Resources.

South: Multiple office buildings known as the Topa Financial Plaza (class "A" multi-tenant buildings which comprise of approximately 500,000 SF).

West: The Esplanade Shopping Center which consists of tenants such as Home Depot, Nordstrom Rack, BJ's Brewery, Dick's Sporting Goods, Bed Bath & Beyond and TJ Maxx.

B. GENERAL INFORMATION

1. Land Use Regulations

All Respondents must adhere to all land use and zoning regulations.

NOTE: The District makes no representations, warranties or assurances regarding the City's general plan, zoning, or ordinances. Respondents are advised to rely on their own thorough and complete research and due diligence with the City, applicable public agencies, title companies and others when evaluating the suitability of the Site for Respondent's intended use.

2. Constraints

The District has no knowledge of constraints other than permitted uses and zoning. Any and all other constraints are to be identified by Respondents.

3. Utilities

Fully functional, "as-is."

4. Toxins

The District has no knowledge of toxic issues on the Site. It shall be the Respondents' responsibility to research the condition of the Site, including any environmental issues on the Site.

5. Special Conditions:

The District may need to access District distribution technology equipment until relocated to another site.

C. DUE DILIGENCE RESEARCH AND REGULATORY REVIEW DISCLAIMERS

1. Preliminary Title Report (the “Title Report”)

A Title Report shall be prepared for the Site and adjacent District property. (Exhibit A-9 attached). The District makes no representations or warranties regarding the truth or accuracy of the Title Report, which will be prepared by a third party independent of the District and is being provided through the District only as a convenience and courtesy.

2. As-Is Conveyance

Each Respondent shall be responsible for performing its own due diligence research in order to develop an independent understanding and acceptance of the Site, including, without limitation, the Site boundary, size, topography, environmental condition and title. Each Respondent is individually responsible to investigate and take into consideration the existing physical nature of the Site and Structure, including seismic, hazardous materials, ground water, liquefaction, and other matters which bear on use and suitability. The Site is offered "as-is", without any representations or warranties other than the District's ability to transfer title to the Site to the successful Respondent upon close of escrow.

3. No Reliance

Nothing herein may be relied upon regarding City and/or other public agency processing.

IV. PROPOSAL TERMS, CONDITIONS AND REQUIREMENTS

A. REQUIRED INFORMATION

The Proposal shall include information required by the Respondent Response Form attached as Exhibit “B-1” for purchase, Exhibit “B-2” for lease and Exhibit “B-3” for exchange.

B. USE OF THE SITE

The Proposal should describe in detail intended use(s) of the Site; provided that the existing District uses are relocated to the satisfaction of the District. The District may not consider a Proposal that presents a risk of not being fulfilled because of unrealistic expectations of the Respondent as to land use approvals by the City, County, state and federal agencies. Except as discussed previously, any Proposal proposing a land use which requires a conditional use permit (CUP), zone change, contingent upon known or pending ordinances, or which is highly controversial or problematic may cause the Proposal to be rejected.

C. TRANSACTION OPPORTUNITIES

The following real estate transaction opportunities must be submitted separately.

1. Purchase (“As-Is”)

The minimum requirements and conditions of a purchase proposal are contained in the form set forth in Exhibit “A-4” a copy of which is attached hereto as a matter of convenience to Respondents.

Each Proposal shall include written minimum quantifiable terms of purchase acknowledging the Site and structure to be acquired, price, terms of payment, rate of interest (if not all cash), length of escrow, contingencies and special provisions (if any). There shall be no financial risks to the District. The District shall not subordinate title of the Site as a contingency to the RFP.

NOTE: Multiple Proposals/offers may be accepted as part of the bid process. However, during the review of the Proposals, the District reserves the right to select the Proposal as set forth in the RFP.

2. Lease

The minimum requirements and conditions of a lease proposal are contained in the form set forth in Exhibit “A-3” a copy of which is attached hereto as a matter of convenience to Respondents.

Any Proposal for a lease shall contain the term in years, the uses proposed, payment, terms, rent, payment of taxes, assessments, full insurance coverage premiums, provisions regarding taxes and assessments, improvements, alterations, repairs, destruction, partial destruction, insurance, condemnation, assignment and subletting, remedies for default and other standard lease terms. Rent shall include in detail common area charges and other costs to provide to the District a net, fixed minimum payment and other consideration, if any. The rent amount shall provide a minimum amount of rent, together with adjustments of rent based on fair rental value pursuant to institute qualified appraisals at minimum intervals of the fifth, tenth and fifteenth years of lease together with annual CPI increases.

3. Exchange

The minimum requirements and conditions of a lease proposal are contained in the form set forth in Exhibit “A-5”, a copy of which is attached hereto as a matter of convenience to Respondents.

A Proposal proposing an exchange of property with the District shall identify the exchange property, its current appraised value, the amount of boot, if any, the terms of the boot, closing, commission obligations, if any, and other consideration and terms customary to exchanges of property. Those Respondents interested in an exchange transaction shall provide a title report and a current appraisal to the District of the property they wish to exchange, for consideration by the District.

NOTE: The District's preferred transaction is to sell the property.

D. ECONOMIC TERMS AND CONDITIONS

The following are terms for purchase, lease, and exchanges.

1. Minimum Price

An appraisal of the Site's fair market value has been prepared and is to be used by the District as a benchmark in determining value and evaluating proposals for lease, sale or exchange. Per the appraisal, the District has set the following as a minimum purchase price and exchange value: **Six Million Three Hundred Thousand Dollars (\$6,300,000.00) ("as-is")**.

2. Processing, Obtaining Permits and Other Approvals

Processing of all applications for federal, state, County, City and other agency approvals and permits, if any, and satisfaction of conditions of those permits and other approvals are the sole obligation and responsibility of the Respondent and shall be at the Respondent's sole cost and expense, provided, however that District will, as owner of the Site, consent to be a co-applicant for any parcel/subdivision map approvals.

3. Deposits

- a. A Fifty Thousand Dollar (\$50,000.00) good faith deposit ("Initial Deposit") in the form of a cashier's check, payable to the District, shall accompany the Proposal.
- b. The Initial Deposit shall be held by the District in uncashed form until final acceptance of a Proposal is approved by the Board. The Initial Deposit checks of the unsuccessful Respondents will be returned after the final acceptance is made unless a "backup" Proposal is approved by the Board, which is acceptable to the "backup" Respondent.
- c. Within seventy-two (72) hours of the Board's final acceptance of the Proposal, an additional deposit of One Hundred Thousand Dollars

(\$100,000.00) ("Additional Deposit") in the form of a cashier's check, payable to the District, shall be delivered to the District.

- d. Upon execution of a definitive purchase and sale agreement ("PSA"), lease agreement ("Lease") or exchange agreement ("Exchange Agreement"), the Initial Deposit and Additional Deposit shall be credited to the purchase price, or the lease payment, or the value of the exchange, at close of escrow and, except as set forth in Paragraph 5 below, shall be considered non-refundable.
- e. At the end of the Due Diligence Period described in Paragraph IV(D)(5) below, the Initial Deposit and the Additional Deposit shall be credited to the purchase price, lease payments or exchange value, as applicable, at the close of escrow and shall be considered non-refundable.
- f. If the successful Respondent does not perform in accordance with the terms of an accepted Proposal or as set forth in the executed PSA, the Initial Deposit and the Additional Deposit shall be retained by the District without further notice to Respondent or action by the District subject to Paragraph 5 below.

4. Final Agreement

A final PSA, Lease or Exchange Agreement, as applicable, between the District and the successful Respondent shall be executed within twenty-one (21) days of the date of the Board's acceptance of such Respondent's Proposal. Failure to execute a final agreement within the twenty-one (21)-day period shall, at the discretion of the Board, be deemed a termination of the Board's acceptance of Respondent's Proposal.

5. Due Diligence

Upon acceptance of the Proposal by the District and execution of a final agreement for purchase, lease or exchange, due diligence shall commence for a period of thirty (30) days (the "Due Diligence Period"). One fourteen (14) day extension of the Due Diligence Period may be granted, upon receipt of written request by the District if needed by Respondent.

6. Return of Deposits

The District shall refund the Initial Deposit and the Additional Deposit if the Respondent discovers a physical defect existing on the Property or a title defect in the title during the Due Diligence Period; provided, however, that the Respondent shall notify the District in writing of such defect, and the District shall have thirty (30) days to correct such defect prior to considering a refund of the

Initial Deposit or the Additional Deposit. Subsequent to the expiration of the Due Diligence Period, the Initial Deposit and the Additional Deposit shall be refunded to the Respondent only in the event the District is unable to deliver title to the Site at the close of escrow as evidenced by a policy of title insurance, or in the unlikely event that the District is unable to vacate the Site.

7. Length of Escrow

Escrow shall be opened for any purchase, lease or exchange. If Respondent proposes to purchase the Site, escrow shall close as soon as possible and the closing date shall be specifically set forth in Respondent's Proposal. The District reserves the right to negotiate the Respondent's proposed closing date if not acceptable to the District. If Respondent proposes to purchase only portions of the Site(s) (requires compliance with the Act), Respondent shall be given additional time and shall be responsible for map, conditions and related requirements required by the Act for recordation of bifurcated parcels. The Respondent shall deposit the balance of the purchase price into escrow within three (3) days prior to close of escrow.

8. Title Report Requirements

In the event a Respondent desires a particular title company, escrow company or type of title policy, the name of the title company or escrow company and type of title policy required shall be clearly stated. The District reserves the right to negotiate the title company for the transaction contemplated by this RFP.

9. Interest and Special Considerations

Interest and other special considerations shall be clearly stated in the Proposal.

10. Additional Information

Additional information requested by the Respondent may require a confidentiality agreement.

V. PROPOSAL AND BID PROCEDURE

A. DATA AND MATERIALS

Each Respondent shall submit ten (10) copies of its Proposal together with information required by the Respondent's Response Form, attached as Exhibit "B-1" for purchase, Exhibit "B-2" for lease and Exhibit "B-3" for exchange. Following receipt of the Proposals, the District shall review each submittal and may request clarification or additional information and materials.

Execution of the Respondent's Response Form shall be by an authorized person, persons or agent representing the Respondent with evidence of the written authority of such authorized person, persons or agent to bind the Respondent.

B. PROPOSAL

The following information shall be included in the Proposal:

1. Respondent's name, address and telephone number.
2. Name, address and telephone number of authorized agent.
3. Proposed land use and development plan. Each Respondent shall submit a written description of the proposed use and, to the extent applicable, a business plan, and conceptual Site plan (including proposed parcel boundaries) and development pro-forma.
4. Respondent's financial data, including specific information establishing that the Respondent has sufficient financial resources to undertake and complete the purchase, lease, or exchange with the District. **Current signed, independently prepared and certified financial statements and federal and state tax returns for the previous three years are encouraged.** Respondent may submit statements from financial institutions and recent credit history. The District may request a credit history prepared by an independent company or additional proof of cash to purchase District property.
5. District shall hold each Proposal confidential during its consideration and final acceptance of such Proposals. However, after acceptance, all Proposals are deemed public records.

C. RESERVATION OF RIGHTS BY DISTRICT

THE BOARD RESERVES THE RIGHT TO REJECT ALL PROPOSALS REGARDING THE SITE. (Education Code Section 17476.) In the event the District is delayed or cannot relocate all or part of the District's operations on the Site, the Board reserves the right to suspend the RFP process until such time as District operations can be relocated to the satisfaction of the Board.

VI. DISTRICT REPRESENTATIVES

For further information, the Respondent may contact:

District:

John D. Puglisi, Ph.D., Superintendent
Rio School District
2500 East Vineyard Avenue | Oxnard, CA 93036

Phone: (805) 485-3111
E-mail: jpuglisi@rioschools.org

(with a copy to):

District Consultants:

Joel Kirschenstein
Sage Realty Group, Inc.
2945 Townsgate Road | Suite 200 | Westlake Village, CA 91361
Phone: (805) 497-8557 x223 | Fax (805) 496-4939
E-mail: joel@sagerealtygroup.com

In association with:

Michael G. Tingus
Lee & Associates- LA North/Ventura, Inc.
26050 Mureau Road | Suite 101 | Calabasas, CA 91302
Phone: 818.223.4388 | Fax: 818.591.1450
E-mail: mtingus@lee-re.com

and

Special District Counsel:

Monte L. Widders and Jacquelyn D. Ruffin
Myers, Widders, Gibson, Jones & Feingold, L.L.P.
5425 Everglades Street | Ventura, CA 93006
Email: mwidders@mwgjlaw.com and jruffin@mwgjlaw.com

All questions shall be reduced to writing for review by Special District Counsel and District Consultants.

The District Consultants are independent contractors of the District and are not authorized by the District to make any representations to any Respondent without the prior approval of the District. If any Respondent wishes to rely on the information furnished by District Consultants, the Respondent shall submit a request for such information in writing to District Consultants for prior approval and consent of the District. The request will be referred to the District by the District Consultants, and the District will reply in writing. All special requests and replies, if any, will be circulated to all Respondents who would therefore be entitled to amend their Proposals.

VII. INDEMNIFICATION

Notwithstanding any other provision contained herein, Respondents, by submitting a Proposal, shall be deemed to waive any claim or cause of action against the District and its agents, trustees, consultants and representatives for failure to follow any applicable provision of the Education Code and/or Government Code regarding surplus property under District control, or the Act, which might invalidate the Proposal process, or delivery of title. Further, Respondents shall

defend, indemnify and hold District, its agents, trustees, consultants and representatives harmless from any and all claims, obligations and/or liability, including attorney's fees and costs, in connection with the review, investigation, research, RFP process, acquisition of title, including, but not limited to, approval of any parcel/subdivision map, claims for commissions and other matters related to this RFP and the declaring of the Site as surplus and available for lease, sale or exchange, including, but not limited to, the fees and costs of defending actions and/or proceedings and any award of damages adjudged or ordered associated with this process. The provisions of this indemnity shall become part of the PSA or lease agreement and shall survive the close of escrow.

VIII. BROKER'S COMMISSIONS

The District shall not pay or be obligated to pay any Respondent's real estate broker's commission or Respondent's finder's fee in connection with this RFP or the Proposal process. Any and all commissions or fees for agents of the Respondent shall be paid by the successful Respondent.

IX. DISCLOSURES TO RESPONDENTS

A. DEVELOPMENT APPLICATIONS

The District has no obligation for preparing or processing development applications or parcel/subdivision maps. Nor shall the District be responsible for any development or permit application fees or costs and takes no responsibility for any successful Respondent obtaining entitlements and permits for development of the Site from the City, County or other jurisdictional agency. District shall, however, as owner of the Site consent to the successful Respondent's processing of entitlement requests and will act as co-applicant for any parcel/subdivision map requested.

B. AGENCY REVIEW

The Respondents may be required to have land use and development concepts and proposals reviewed by the City and other jurisdictional agencies as part of the process for this RFP.

C. NO REPRESENTATIONS OR WARRANTIES

The descriptive statements herein are offered for the purpose of information only. The Respondent shall be responsible for performing all due diligence in investigating and researching all aspects of the Site and applicable laws, regulations, policies and fees affecting any and all development of the Site. The Respondent may not rely on the descriptive statements herein as assurances, representations or warranties by the District, its agents, trustees, consultants or representatives.

D. NO IMPROPER INFLUENCE

The Respondents shall not contact or in any way attempt to influence any member of the Board, District employees or District Consultants. The District reserves the right to reject the Proposal of any party that violates this provision or appears to violate this provision.

DRAFT

EXHIBIT A-1
SITE LOCATION / AERIAL PHOTO

2500 E. Vineyard Avenue, Oxnard, CA 93036
(School District Administrative Office)



EXHIBIT A-2
BUILDING DETAILS

2500 E. Vineyard Avenue, Oxnard, CA 93036
(School District Administrative Office)

Year Built: 1979

Size: 31,610 SF

Land Area: 1.01 AC

Zoning: C2

Const. Type: Steel

Stories: 3 (with covered parking)

Elevator: Yes

Parking: 3.23/1000; 100 covered spaces are available

Amenities: Building Signage



EXHIBIT B-1
PURCHASE
RESPONDENT PROPOSAL FORM

Proposal for Rio School District:

**2500 E. Vineyard Avenue,
Oxnard, CA 93036**

Instructions

All Respondents shall complete this Proposal Form. In addition, Respondents shall attach all requested documents (*e.g.*, the Respondent's proposed purchase terms, the Respondent's proposed business plan, and the Respondent's Statement of Qualifications). Respondents may include additional attachments to provide further and/or clarifying information. Respondents must provide ten (10) copies of the complete Proposal packet to the District by the deadline set forth in the RFP.

NOTE: Incomplete Proposals and Proposals received after the deadline set forth in the RFP shall be rejected as non-compliant.

1. Name, address, and phone number of Respondent. _____

2. Description of Respondent's organization:

- Sole Ownership
- Partnership
- Limited Partnership
- Limited Liability Company
- Corporation
- Government Agency
- Non-Profit Corporation
- Other _____ (Describe.)

3. EIN or Social Security Number of Respondent. _____

4. Please attach Respondent's Proposal, with all the information requested in Section IV(C)(1) of the RFP, pertaining to purchase terms, and all the information requested in Section V(B)(3) of the RFP, pertaining to proposed development plan. All price and terms shall be incorporated into a final Purchase and Sale Agreement (the "PSA"). NOTE: The District will consider special terms regarding a purchase with option to construct district facilities.

5. Please attach Respondent's Statement of Qualifications, with the information and documentation requested in Section V(B)(4) of the RFP.

6. Title/Escrow Company requested: _____

7. Type of title policy requested: _____. (If ALTA policy requested, any costs of surveys shall be the Respondent's responsibility.)

8. Submit a good-faith non-refundable deposit of Fifty Thousand Dollars (\$50,000.00) (the “Initial Deposit”), in the form of a cashier’s check, payable to District. (Please enclose.)

SPECIAL NOTICES TO RESPONDENT REGARDING THE DEPOSITS.

Respondent, in executing and submitting the Proposal to the District, acknowledges and accepts the following terms and conditions regarding the deposits, pursuant to Section IV(D)(6) of the RFP:

- a. The Initial Deposit of Fifty Thousand Dollars (\$50,000.00) that accompanies submittal of the Proposal shall be non-refundable but applicable to the purchase price, as set forth in paragraph c, below. _____ (Initial)
 - b. Within seventy-two (72) hours of acceptance of its Proposal, the successful Respondent shall deliver to the District an additional sum of One Hundred Thousand Dollars (\$100,000.00) (the “Additional Deposit”), in the form of a cashier’s check, said sum to be non-refundable but applicable to the purchase price, as set forth in paragraph c, below. _____ (Initial)
 - c. In accordance with Section IV(D)(6) of the RFP, all of the deposits described herein shall be credited to the purchase price at the close of escrow and shall be considered non-refundable, except as provided herein. The District shall refund the Initial Deposit and the Additional Deposit if the Respondent discovers a physical defect existing on the Site or a defect in the title to the Site during the due diligence period; provided however that the Respondent shall timely notify the District in writing of such defect and the District shall have thirty (30) days to correct such defect prior to considering a refund of the Initial Deposit and Additional Deposit. Subsequent to the expiration of the due diligence period, the Initial Deposit and Additional Deposit shall be refunded to the Respondent only in the event the District is unable to deliver title to the Site at the close of escrow as evidenced by a policy of title insurance or in the unlikely event the District is unable to vacate the Site. _____ (Initial)
9. The undersigned, as Respondent, does hereby declare and certify the following:
- a. Respondent has examined the Site as identified in the RFP.
 - b. Respondent has examined the RFP and all referenced documents.
 - c. The minimum price for the Site is Six Million Three Hundred Thousand Dollars (\$6,300,000.00).
 - d. After receiving and considering written Proposals, the Board of Trustees (“Board”) shall call for oral bids. Oral bids must conform to the terms and conditions of the RFP, and must exceed the prior bids as instructed by the Board. Oral bids shall be reduced to writing, signed by the oral bidder, and submitted to the Board.
 - e. The award of the Proposal will be made to the highest responsible and responsive Respondent.
 - f. If awarded the bid, Respondent shall enter into the purchase and sale agreement (“PSA”) with the District for the sale of the Site in an “AS IS” condition.
 - g. Respondent shall be bound by the deposit requirements specified herein.

- h. Respondent acknowledges that any protest to the award or processing of Proposals must be submitted in writing to the District, Attention: Dr. Puglisi, Superintendent, within five (5) calendar days of the award of the Proposal to the successful Respondent by the Board. Such protests will be considered by District staff who will respond in writing to the protester with the District's determination. If the District's determination is unacceptable to the protester, the protester shall have the opportunity to be on the agenda of the next available meeting of the Board provided that the protester notifies the District staff who responded to the protest of such request within five (5) calendar days of receipt of the District's determination. At the Board meeting, the protester shall have an opportunity to provide written and oral arguments to the Board. The Board shall make a decision on the validity of the protest within twenty (20) days following such meeting and shall provide the protester with a written copy of such decision. The decision of the Board regarding the validity of the protest shall be final.
- i. Respondent acknowledges that, if awarded the bid, the District and Respondent shall execute a PSA within twenty-one (21) days of the Board's final acceptance of Respondent's Proposal. At the discretion of the Board, failure to execute a PSA within twenty-one (21) days shall be deemed a termination of the Board's acceptance of Respondent's Proposal. Upon execution of a PSA, escrow shall open immediately and the transaction shall close in accordance with the timeline contained in the PSA.
- j. Respondent acknowledges that the purchaser shall bear all costs associated with the recording fees, documentary and transfer taxes, title insurance premiums, other escrow costs and other costs as specified in the RFP.
- k. Respondent has read, understands, and agrees to be bound by the indemnification provisions set forth in Section VII of the RFP. _____ (Initial)
- l. Respondent has examined any and all Addenda (if any) issued during the Proposal period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Respondent to list all Addenda.)

ADDENDUM NO. _____ DATE RECEIVED: _____
ADDENDUM NO. _____ DATE RECEIVED: _____

10. Price Prior to Oral Bids: Respondent hereby proposes the following purchase price with respect to the Site:

IN WORDS _____
IN FIGURES \$ _____

NOTE: In the event of a conflict between the bid amount in figures and the bid amount in words, the bid amount in words shall govern.

ALL RESPONDENTS ARE ADVISED THAT, IN ACCORDANCE WITH EDUCATION CODE SECTION 17476, RIO SCHOOL DISTRICT'S BOARD OF TRUSTEES RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND ORAL BIDS.

PROPOSAL SUBMITTED BY:

Company Name

Signature of Respondent or Authorized Agent

Typed/Printed Name and Title

Address and Phone Number

Signature of Additional Respondent or Additional Authorized Agent, if applicable

Typed/Printed Name and Title

Address and Phone Number

If Respondent is a corporation, the legal name of the corporation shall be set forth above together with the signature of the authorized officers or agents, and the document shall bear the corporate seal. If Respondent is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. If Respondent is an individual, his or her signature shall be placed above.

LEASE ONLY
RESPONDENT PROPOSAL FORM

Proposal for Rio School District: **2500 E. Vineyard Avenue**
 Oxnard, CA 93036

Instructions

All Respondents shall complete this Proposal Form. In addition, Respondents shall attach all requested documents (e.g., the Respondent's proposed lease terms, the Respondent's proposed business plan, and the Respondent's Statement of Qualifications). Respondents may include additional attachments to provide further and/or clarifying information. Respondents must provide ten (10) copies of the complete Proposal packet to the District by the deadline set forth in the RFP.

NOTE: Incomplete Proposals and Proposals received after the deadline set forth in the RFP shall be rejected as non-compliant.

1. Name, address, and phone number of Respondent. _____

2. Description of Respondent's organization:

- Sole Ownership
- Partnership
- Limited Partnership
- Limited Liability Company
- Corporation
- Government Agency
- Non-Profit Corporation
- Other _____ (Describe.)

3. EIN or Social Security Number of Respondent. _____

4. Please attach Respondent's Proposal, with all the information requested in Section IV(C)(2) of the RFP, pertaining to lease terms, and all the information requested in Section V(B)(3) of the RFP, pertaining to Respondent's proposed business plan. NOTE: All price and terms shall be incorporated into a final Lease Agreement (the "Lease").

5. Please attach Respondent's Statement of Qualifications, with the information and documentation requested in Section V(B)(4) of the RFP.

6. Title/Escrow Company requested, if applicable: _____

7. Type of title policy requested: _____ (If ALTA policy requested, any costs of surveys shall be the Respondent's responsibility.)

8. Submit a good-faith non-refundable deposit of Fifty Thousand Dollars (\$50,000.00) (the “Initial Deposit”), in the form of a cashier’s check payable to District. (Please enclose.)

SPECIAL NOTICES TO RESPONDENT REGARDING THE DEPOSITS.

Respondent, in executing and submitting the Proposal to the District, acknowledges and accepts the following terms and conditions regarding the deposits, pursuant to Section IV(D)(6) of the RFP:

- a. The Initial Deposit of Fifty Thousand Dollars (\$50,000.00) that accompanies submittal of the Proposal shall be non-refundable but applicable to the rental payments, as set forth in paragraph c, below. _____ (Initial)
 - b. Within seventy-two (72) hours of acceptance of its Proposal, the successful Respondent shall deliver to the District an additional sum of One Hundred Thousand Dollars (\$100,000.00) (the “Additional Deposit”) in the form of a cashier’s check, said sum to be non-refundable but applicable to the rental payments, as set forth in paragraph c, below. _____ (Initial)
 - c. In accordance with Section IV(D)(6) of the RFP, all of the deposits described herein shall be credited to the rental payments and shall be considered non-refundable, except as provided herein. The District shall refund the Initial Deposit and the Additional Deposit if the Respondent discovers a physical defect existing on the Site or a defect in the title to the Site during the due diligence period; provided however that the Respondent shall timely notify the District in writing of such defect and the District shall have sixty (60) days to correct such defect prior to considering a refund of the initial and additional deposit. Subsequent to the expiration of the due diligence period, the Initial Deposit and Additional Deposit shall be refunded to the Respondent only in the event the District is unable to provide Respondent occupancy to the Site due to District’s inability to relocate or otherwise. _____ (Initial)
9. The undersigned, as Respondent, does hereby declare and certify the following:
 - a. Respondent has examined the Site as identified in the RFP.
 - b. Respondent has examined the RFP and all referenced documents.
 - c. The minimum lease price for the Site is _____ per year, assuming a ten (10)-year lease base.
 - d. After receiving and considering written Proposals, the Board of Trustees (“Board”) shall call for oral bids. Oral bids must conform to the terms and conditions of the RFP, and must exceed the prior bids as instructed by the Board. Oral bids shall be reduced to writing, signed by the oral bidder, and submitted to the Board.
 - e. The award of the Proposal will be made to the highest responsible and responsive Respondent.
 - f. If awarded the bid, Respondent shall enter into the Lease with the District for the lease of the Site in an “AS IS” condition.
 - g. Respondent shall be bound by the deposit requirements specified herein.

- h. Respondent acknowledges that any protest to the award or processing of Proposals must be submitted in writing to the District, Attention: Dr. Puglisi, Superintendent, within five (5) calendar days of the award of the Proposal to the successful Respondent by the Board. Such protests will be considered by District staff who will respond in writing to the protester with the District’s determination. If the District’s determination is unacceptable to the protester, the protester shall have the opportunity to be on the agenda of the next available meeting of the Board provided that the protester notifies the District staff who responded to the protest of such request within five (5) calendar days of receipt of the District’s determination. At the Board meeting, the protester shall have an opportunity to provide written and oral arguments to the Board. The Board shall make a decision on the validity of the protest within twenty (20) days following such meeting and shall provide the protester with a written copy of such decision. The decision of the Board regarding the validity of the protest shall be final.
- i. Respondent acknowledges that, if awarded the bid, the District and Respondent shall execute a Lease within twenty-one (21) days of the Board’s final acceptance of Respondent’s Proposal. At the discretion of the Board, failure to execute a Lease within twenty-one (21) days shall be deemed a termination of the Board’s acceptance of Respondent’s Proposal.
- j. Respondent acknowledges that the lessee shall bear all costs associated with the recording fees and other costs as specified in the RFP.
- k. Respondent has read, understands, and agrees to be bound by the indemnification provisions set forth in Section VII of the RFP. _____ (Initial)
- l. Respondent has examined any and all Addenda (if any) issued during the Proposal period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Respondent to list all Addenda)

| | |
|--------------------|----------------------|
| ADDENDUM NO. _____ | DATE RECEIVED: _____ |
| ADDENDUM NO. _____ | DATE RECEIVED: _____ |
| ADDENDUM NO. _____ | DATE RECEIVED: _____ |
| ADDENDUM NO. _____ | DATE RECEIVED: _____ |
| ADDENDUM NO. _____ | DATE RECEIVED: _____ |

10. Price Prior to Oral Bids: Respondent hereby proposes the following lease price with respect to the Site:

IN WORDS _____

IN FIGURES \$ _____

NOTE: In the event of a conflict between the bid amount in figures and the bid amount in words, the bid amount in words shall govern.

ALL RESPONDENTS ARE ADVISED THAT, IN ACCORDANCE WITH EDUCATION CODE SECTION 17476, RIO SCHOOL DISTRICT’S BOARD OF TRUSTEES RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND ORAL BIDS.

PROPOSAL SUBMITTED BY:

Company Name

Signature of Respondent or Authorized Agent

Typed/Printed Name and Title

Address and Phone Number

Signature of Additional Respondent or Additional Authorized Agent, if applicable

Typed/Printed Name and Title

Address and Phone Number

If Respondent is a corporation, the legal name of the corporation shall be set forth above together with the signature of the authorized officers or agents, and the document shall bear the corporate seal. If Respondent is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. If Respondent is an individual, his or her signature shall be placed above.

EXHIBIT B-3

EXCHANGE ONLY

RESPONDENT PROPOSAL FORM

Proposal for Rio School District:

**2500 E. Vineyard Avenue
Oxnard, CA 93036**

Instructions

All Respondents shall complete this Proposal Form. In addition, Respondents shall attach all requested documents (e.g., the Respondent's proposed exchange terms, the Respondent's proposed business plan, and the Respondent's Statement of Qualifications). Respondents may include additional attachments to provide further and/or clarifying information. Respondents must provide ten (10) copies of the complete Proposal packet to the District by the deadline set forth in the RFP.

NOTE: Incomplete Proposals and Proposals received after the deadline set forth in the RFP shall be rejected as non-compliant.

1. Name, address, and phone number of Respondent. _____

2. Description of ownership and vesting:

- Sole Ownership
- Partnership
- Limited Partnership
- Limited Liability Company
- Corporation
- Government Agency
- Non-Profit Corporation
- Other _____ (Describe.)

Vesting information: _____

3. EIN or Social Security Number of Respondent. _____

4. Please attach Respondent's Proposal, with all the information requested in Section IV(C)(3) of the RFP, pertaining to exchange terms, including a representative exchange agreement, and all the information requested in Section V(B)(3) of the RFP, pertaining to proposed development plan. Respondents must include a title report and appraisal, both dated within two (2) months of the Proposal, for any property they wish to exchange. All terms shall be incorporated into a final Exchange Agreement (the "Exchange Agreement").

5. Please attach Respondent's Statement of Qualifications, with the information and documentation requested in Section V(B)(4) of the RFP.

6. Title/Escrow Company requested: _____

7. Type of title policy requested: _____. (If ALTA policy requested, any costs of surveys shall be the Respondent's responsibility.)
8. Submit a good-faith non-refundable deposit of Fifty Thousand Dollars (\$50,000.00) (the "Initial Deposit"), in the form of a cashier's check payable to District. (Please enclose.)

SPECIAL NOTICES TO RESPONDENT REGARDING THE DEPOSITS.

Respondent, in executing and submitting the Proposal to the District, acknowledges and accepts the following terms and conditions regarding the deposits, pursuant to Section IV(D)(6) of the RFP:

- a. The Initial Deposit of Fifty Thousand Dollars (\$50,000.00) that accompanies submittal of the Proposal shall be non-refundable but applicable to the exchange value, as set forth in paragraph c, below. _____ (Initial)
 - b. Within seventy-two (72) hours of acceptance of its Proposal, the successful Respondent shall deliver to the District an additional sum of One Hundred Thousand Dollars (\$100,000.00) (the "Additional Deposit") in the form of a cashier's check, said sum to be non-refundable but applicable to the exchange value, as set forth in paragraph c below. _____ (Initial)
 - c. In accordance with Section IV(D)(6) of the RFP, all of the deposits described herein shall be credited to the exchange value at the close of escrow and shall be considered non-refundable, except as provided herein. The District shall refund the Initial Deposit and the Additional Deposit if the Respondent discovers a physical defect existing on the Site or a defect in the title to the Site during the due diligence period; provided however that the Respondent shall timely notify the District in writing of such defect and the District shall have sixty (60) days to correct such defect prior to considering a refund of the Initial Deposit and Additional Deposit. Subsequent to the expiration of the due diligence period, the Initial Deposit and Additional Deposit shall be refunded to the Respondent only in the event the District is unable to deliver title to the Site at the close of escrow as evidenced by a policy of title insurance or in the unlikely event that the District is unable to vacate the Site. _____ (Initial)
9. The undersigned, as Respondent, does hereby declare and certify the following:
- a. Respondent has examined the Site as identified in the RFP.
 - b. Respondent has examined the RFP and all referenced documents.
 - c. The minimum exchange value for the Site is Six Million Three Hundred Thousand Dollars (\$6,300,000.00).
 - d. After receiving and considering written Proposals, the Board of Trustees ("Board") shall call for oral bids. Oral bids must conform to the terms and conditions of the RFP, and must exceed the prior bids as instructed by the Board. Oral bids shall be reduced to writing, signed by the oral bidder, and submitted to the Board.
 - e. The award of the Proposal will be made to the highest responsible and responsive Respondent.

- f. If awarded the bid, Respondent shall enter into the Exchange Agreement with the District for the exchange of the Site in an "AS IS" condition.
 - g. Respondent acknowledges that any protest to the award or processing of Proposals must be submitted in writing to the District, Attention: Dr. Puglisi, Superintendent, within five (5) calendar days of the award of the Proposal to the successful Respondent by the Board. Such protests will be considered by District staff who will respond in writing to the protester with the District's determination. If the District's determination is unacceptable to the protester, the protester shall have the opportunity to be on the agenda of the next available meeting of the Board provided that the protester notifies the District staff who responded to the protest of such request within five (5) calendar days of receipt of the District's determination. At the Board meeting, the protester shall have an opportunity to provide written and oral arguments to the Board. The Board shall make a decision on the validity of the protest within twenty (20) days following such meeting and shall provide the protester with a written copy of such decision. The decision of the Board regarding the validity of the protest shall be final.
 - h. Respondent acknowledges that, if awarded the bid, the District and Respondent shall execute an Exchange Agreement within twenty-one (21) days of the Board's final acceptance of Respondent's Proposal. At the discretion of the Board, failure to execute an Exchange Agreement within twenty-one (21) days shall be deemed a termination of the Board's acceptance of Respondent's Proposal. Upon execution of an Exchange Agreement, escrow shall open immediately and the transaction shall close in accordance with the timeline contained in the Exchange Agreement.
 - i. Respondent acknowledges that it shall bear all costs associated with the recording fees, documentary and transfer taxes, title insurance premiums, other escrow costs and other costs as specified in the RFP.
 - j. Respondent has read, understands, and agrees to be bound by the indemnification provisions set forth in Section VII of the RFP. _____ (Initial)
 - k. Respondent has examined any and all Addenda (if any) issued during the Proposal period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Respondent to list all Addenda.)
ADDENDUM NO. _____ DATE RECEIVED: _____
ADDENDUM NO. _____ DATE RECEIVED: _____
10. Price Prior to Oral Bids: Respondent hereby proposes the following cash value with respect to the exchange of the Site:

IN WORDS _____

IN FIGURES \$ _____

NOTE: In the event of a conflict between the bid amount in figures and the bid amount in words, the bid amount in words shall govern.

ALL RESPONDENTS ARE ADVISED THAT IN ACCORDANCE WITH EDUCATION CODE SECTION 17476, RIO SCHOOL DISTRICT'S BOARD OF TRUSTEES RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND ORAL BIDS.

PROPOSAL SUBMITTED BY:

Company Name

Signature of Respondent or Authorized Agent

Typed/Printed Name and Title

Address and Phone Number

Signature of Additional Respondent or Additional Authorized Agent, if applicable

Typed/Printed Name and Title

Address and Phone Number

If Respondent is a corporation, the legal name of the corporation shall be set forth above together with the signature of the authorized officers or agents, and the document shall bear the corporate seal. If Respondent is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. If Respondent is an individual, his or her signature shall be placed above.

