



SCHOOL

DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

REGULAR BOARD MEETING

March 20, 2019

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

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

**Board of Education
Joe Esquivel, President
Linda Aguilar, Clerk
Eleanor Torres
Felix Eisenhaur, DMA
Edith Martinez-Cortes**

2.0



Wednesday, March 20, 2019
RSD Regular Board Meeting

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

1. Open Session 5:30 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-To respect the public's time, the board will use its best efforts to start the open session promptly at 6:30 p.m. If the closed session discussion is not completed by 6:30 p.m., the board will end the closed session and continue all unfinished business to a second closed session. The second closed session will begin promptly at the conclusion of the open session. The board will inform the public which, if any, closed session matters have been continued to the end of the open session meeting. If the board holds a second closed session, the board will reconvene in open session to report any action taken by the board.

4.1 Conference with legal counsel - anticipated litigation. Significant exposure to litigation, pursuant to Gov. Code 54956.9(d)(2). Number of cases: 1.

4.2 Conference with legal counsel - anticipated litigation. Initiation of litigation, pursuant to Gov. Code 54956.9(d)(4). Number of cases: 1.

4.3 Conference with Real Property Negotiators, pursuant to Government Code 54956.8 Property: 1800 North Solar Drive, Oxnard, CA 93030 (Ventura County Assessor Parcel No. 213-0-070-045) Agency Negotiators: Dr. John Puglisi, Superintendent, and Joel Kirschenstein, Sage Realty Group Negotiating Parties: Thatch, Inc. and Oxnard Union High School District Under negotiation: Price and terms of payment.

4.4 Consideration of Student Discipline- Expulsion [Education Code 48918] Stipulated Agreement for Expulsion Student No 6006087 and 6005158

4.5 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

4.6 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2018/2019 and 2019/2020

5. Reconvene Open Session 6:30 p.m.

5.1 Report of Closed Session

6. Presentations/Recognitions

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

9. Discussion/Action

9.1 Approve Amended Agreement with Balfour Beatty for Construction Management Services – Rio del Sol Project

9.2 Approval of Joint Powers Agreement with Oxnard Union High School District for joint operation of 1800 Solar Drive Oxnard CA

9.3 Approve Resolution No 1819/20 - Contractor Prequalification Package

9.4 2019/2020 Academic Calendar

9.5 Approval of the 2018/2019 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 20, 2019

10.3 Approval of the Minutes of the Special Board Meeting of February 27, 2019

10.4 Approval of the Donation Report

10.5 March 2019 Personnel Report

10.6 Ratification of the Commercial Warrant

10.7 Approval of Rio Real's Overnight 8th Grade Trip to Camp Ramah, Ojai California (parent organization is Wilderness Outdoor Leadership Foundation, Moorpark, California)

10.8 Approval of "Title I Schoolwide Program" for Rio del Sol School

10.9 Approval of Single Plan for Student Achievement (SPSA) for all Rio School District Schools

10.10 Independent Contractor Agreement for Professional Services, Inspector of Record, Kenco Construction Services for Rio Del Sol Phase 2 Construction

10.11 Approval of the Agreement for Architectural Tenant Improvement Services with PK Architects for the Solar Building

10.12 Independent Contractor Agreement for Professional Services, Project Management, with Kenco Construction Services, for the District Office Solar and Tenant Improvements

10.13 Awarding the Network Cable Replacement and Upgrade Bid to Pacficom

10.14 1800 Solar Dr Internet Service Provision for 2019-2020

10.15 Approval of Change Order with Anderson Systems

10.16 Approval of the Change Order for Standard Drywall

10.17 Approval of the Change Order with Taft

10.18 Approval of Change Order with Devries Construction

10.19 Approval of Change Order with Valencia Sheetmetal

10.20 Approval of Change Order with Junior Steel

10.21 Approval of Change Order with Abdellatif Enterprises, Inc.

11. Organizational Business

11.1 Future Items for Discussion

11.2 Future Meeting Dates: April 24, 2019

12. Adjournment

12.1 Adjournment

4.1

**Agenda Item Details**

Meeting Mar 20, 2019 - RSD Regular Board Meeting

Category 4. Closed Session-To respect the public's time, the board will use its best efforts to start the open session promptly at 6:30 p.m. If the closed session discussion is not completed by 6:30 p.m., the board will end the closed session and continue all unfinished business to a second closed session. The second closed session will begin promptly at the conclusion of the open session. The board will inform the public which, if any, closed session matters have been continued to the end of the open session meeting. If the board holds a second closed session, the board will reconvene in open session to report any action taken by the board.

Subject 4.1 Conference with legal counsel - anticipated litigation. Significant exposure to litigation, pursuant to Gov. Code 54956.9(d)(2). Number of cases: 1.

Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content**Executive Content**

4.2



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Subject 4.2 Conference with legal counsel - anticipated litigation. Initiation of litigation, pursuant to Gov. Code 54956.9(d)(4). Number of cases: 1.

Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

**Agenda Item Details**

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Subject	4.3 Conference with Real Property Negotiators, pursuant to Government Code 54956.8 Property: 1800 North Solar Drive, Oxnard, CA 93030 (Ventura County Assessor Parcel No. 213-0-070-045) Agency Negotiators: Dr. John Puglisi, Superintendent, and Joel Kirschenstein, Sage Realty Group Negotiating Parties: Thatch, Inc. and Oxnard Union High School District Under negotiation: Price and terms of payment.
Access	Public
Type	Discussion

Public Content

Speaker:

Rationale:

Administrative Content**Executive Content**

**Agenda Item Details**

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Subject	4.4 Consideration of Student Discipline- Expulsion [Education Code 48918] Stipulated Agreement for Expulsion Student No 6006087 and 6005158
Access	Public
Type	

Public Content

Speaker:

Rationale:

Administrative Content**Executive Content**

**Agenda Item Details**

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Subject	4.5 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**

**Agenda Item Details**

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Subject	4.6 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2018/2019 and 2019/2020
Access	Public
Type	Discussion

Public Content

Speaker:

Rationale:

Administrative Content**Executive Content**

7.4

**Agenda Item Details**

Meeting	Mar 20, 2019 - 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:

- Master Plan Update
- Second Trimester Learning Program Update

Administrative Content**Executive Content**

8.1

**Agenda Item Details**

Meeting	Mar 20, 2019 - RSD Regular Board Meeting
Category	8. Information
Subject	8.1 Business Services Report
Access	Public
Type	Information
Goals	<p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

Rationale: Mr. Saleh will update the Governing Board on the following topics:

- Transportation Update

Administrative Content**Executive Content**

**Agenda Item Details**

Meeting	Mar 20, 2019 - RSD Regular Board Meeting
Category	8. Information
Subject	8.2 Educational Services Report
Access	Public
Type	Information
Goals	<p>Goal 1-Improved student achievement at every school and every grade in all content areas</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p>

Public Content

Speaker: Educational Services Staff

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

- Common Formative Update and Next Steps

Administrative Content**Executive Content**

9.1



Agenda Item Details

Meeting	Mar 20, 2019 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.1 Approve Amended Agreement with Balfour Beatty for Construction Management Services – Rio del Sol Project
Access	Public
Type	Action

Public Content

Speaker: Wael Saleh, Assistant Superintendent of Educational Services

Rationale:

After a thorough RFQ process, the Rio School District selected Balfour Beatty Construction (“Balfour Beatty”) in 2015 to provide Construction Management Services for the construction of a new school (Rio del Sol) and other modernization projects in the District. Under the current contract, Balfour Beatty provides construction management services to the District in conjunction with or independently of a general contractor.

The proposed amendment to the agreement allows for the completion of Phase 2 of the Rio del Sol project, which includes construction of Building C, playfields and all close out items related to the project.

The District previously selected Balfour Beatty to provide construction manager multiphase project delivery method for the construction of Rio del Sol. 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 of the project.

The fee for Phase 1 of the construction was \$2,119,866.00 paid from Measure G funds. For completion of the Rio del Sol project, Phase 2 fee is not to exceed \$1,044,000.00 which will also be paid from bond funds.

Specifically, the proposed Third Amendment for the construction management services agreement with Balfour Beatty is attached for review and action.

There will be no impact to the District’s General Fund. The District’s costs will be funded out of dedicated facilities bond and related mitigation fee funds.

Administrative Content

Executive Content

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

THIS THIRD AMENDMENT TO AGREEMENT FOR PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES (this "Third Amendment") is entered into as of March 27, 2019 (the "Effective Date"), by and between **RIO SCHOOL DISTRICT**, a K-8 School District in 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, First Amendment, and Second Amendment both of which are defined below, unless the term is otherwise defined in this Third Amendment.

RECITALS:

WHEREAS, the Parties executed that certain Agreement for Program and Construction Management Services made as of January 21, 2015 (the "Original Agreement"), pursuant to which Manager could provide comprehensive program and construction management services for modernization Projects at existing schools and for the new construction of a Project initially identified as the RiverPark West K-8 STEAM School; and

WHEREAS, the Project previously identified as the RiverPark West K-8 STEAM School was submitted to DSA as the "Rio STEAM K-8 Campus", which was then referred to as the "Rio STEAM Academy"; and is now officially named "Rio Del Sol".

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 Rio Del Sol Project, all as outlined in Exhibit A to the Original Agreement; and

WHEREAS, Manager previously calculated estimated construction costs based on non-DSA approved plans for entire buildout of the Rio Del Sol Project, with Phase 1 totaling approximately twenty-six million three hundred ninety-nine thousand and two hundred forty-six dollars (\$26,399,246.00) and Phase 2, Building C totaling approximately seven million fifty-nine thousand seven hundred ninety-nine dollars (\$7,059,799.00), for a total of thirty-three million four hundred fifty-nine thousand forty-five dollars (\$33,459,045.00); and

WHEREAS, the final plans for the Rio Del Sol Project were approved by DSA, the District subsequently prequalified prime contractors and certain subcontractors for the Project, and the Project was then competitively bid, all in accordance with applicable law for Phase 1 of the construction; and

WHEREAS, the Parties subsequently executed that certain First Amendment to Agreement for Program and Construction Management Services, dated as of March 15, 2017 (the "First Amendment"), which, in part, set forth Manager's Fee for Remaining Phase 1 Services related to the Rio Del Sol Project; and

WHEREAS, the Second Amendment clarified Schedule of Work for Phase 1. The Parties expressly acknowledge that Phase 1 of the Rio Del Sol Project was scheduled to close in December 2018, inclusive of all required inspections and notices of completion, and execution of this Third Amendment to the contract was required to complete Phase 2 of the project. The close of Phase 1 has been extended to May 2019 and compensation related to this extension will be addressed in a future Amendment.

WHEREAS, the Third Amendment sets forth completion of Work for Phase 2. Phase 2 shall include the construction and completion of Building C, in addition to finishing the surrounding fields, and any related work to close out the complete construction of the Rio Del Sol project through to occupancy.

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 2 – Building C of the Rio Del Sol School construction, inclusive of construction phase services, project completion services, final documents services and warranty, all as set forth in the Scope of Work delineated in Exhibit A Section 6 Construction Phase, Section 7 Project Completion and pursuant to a construction manager prime project delivery method (the "Remaining Phase 2 Services"). Manager shall comply with the updated Schedule of Work for the Remaining Phase 2 Services, as set forth in Exhibit C-1, which is attached hereto and incorporated herein by reference. For the purposes of this Third Amendment and the Agreement, the term "Services" in the Agreement shall include the Remaining Phase 2 Services.

2. **Fee and Method of Payment**

a. For the Phase 2 Services, Manager shall be paid a fee not to exceed one million, twenty thousand dollars (\$1,044,000.00) for construction period only of Phase 2 of the Rio Del Sol project, as set forth in Exhibit D-1, which is attached hereto and incorporated herein by reference (the "Fee for Remaining Phase 2 Services").

b. Notwithstanding paragraph 2(a) above, in the event that Manager is required to provide additional services for Phase 2 due to district changes to construction documents or additional scope that causes delay in start and/or completion of the project, changes and delays due to defects, errors and/or omissions in the plans, specifications and supplemental directives, contractual legal default of prime contractor that causes delay or any requests by the District to perform work related to Phase 2 but in excess of the Remaining Phase 2 Services ("Additional Phase 2 Services"), that were not specifically expressed in the bid

documents as approved by the Board, then, upon District's written approval of the Additional Phase 2 Services, Manager shall be entitled to additional payment in accordance with Exhibit B of the Original Agreement and at the rates set forth in Exhibit D-1 if delays extend original construction period duration defined in paragraph 3 below for more than forty-five (45) days.

c. By entering into this Third Amendment, the Manager shall, as authorized, provide Construction Management services for all work to be performed under Phase 2 of the Project with a maximum not to exceed price of ten million dollars (\$10,000,000.00). The maximum not to exceed price, will be amended pursuant to actual bid documents as received and approved by Board of Education.

3. **Schedule of Work.** Attached hereto and incorporated herein by reference is Exhibit C-1, which sets forth the updated Schedule of Work for construction of Remaining Phase 2 Services. The Parties expressly acknowledge that the Rio Del Sol Project Phase 2 construction period is scheduled to close 12 months after date of NTP issued to an individual project prime contractor, and/or prime contractor(s) inclusive of all required inspections.

4. **Manager Staff.** The following language is hereby added to Section 3.2 of the Original Agreement:

Manager agrees that the following key people in Manager's firm shall be associated with the Rio STEAM Academy Project in the following capacities:

Project Sr. VP: John Bernardy
Project Executive: Dennis Kuykendall
Project Manager: Jesus Muguerza
Project Engineer: N/A
Superintendent: Ray Purcell
Project Administrator: TBD

The Manager will attend meetings during regular business hours to discuss trade contractor bid prequalification items as needed.

5. **Remaining Provisions.** Except as specifically provided in this Third Amendment, the terms and conditions of the Original Agreement, the First Amendment the Second Amendment remain unmodified and in full force and effect.

6. **Counterparts.** This Third 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.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment as of the Effective Date.

“District”

RIO SCHOOL DISTRICT, a K-8 School District in the State of California

By: _____
John D. Puglisi, Superintendent

“Manager”

BALFOUR BEATTY CONSTRUCTION, LLC, a Delaware limited liability company

By:  _____
President, California Division

THIRD AMENDMENT TO AGREEMENT FOR PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES

Exhibit C-1

Schedule of Work for Construction of Remaining Phase 2 Services

Task	Start	Finish	Duration	2019											
				Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19		
Bid Documents Updated by A4E	9/1/18	1/29/19	150	[Green bars]											
Bid Documents Reviewed by BBC and IOR	1/1/19	2/28/19	58	[Green bars]											
A4E Review/Resolve BBC/IOR Review Comments	3/1/19	3/31/19	30	[Green bars]											
A4E/BBC Prepare Final Bid Package	3/1/19	3/31/19	30	[Green bars]											
Contractor Prequalification - By District	2/1/19	4/15/19	73	[Brown bars]											
Bid Advertisements	4/14/19	4/21/19	7	[Blue bars]											
2 Separate Job Walks	4/17/19	4/24/19	7	[Blue bars]											
Bid Period	4/14/19	5/14/19	30	[Blue bars]											
Bids Due	5/14/19	5/14/19	1	[Blue bar]											
Bid Package Review (District, BBC, A4E)	5/14/19	5/17/19	3	[Blue bars]											
Issue NOITA/Protest Period	5/17/19	5/27/19	10	[Blue bars]											
Bid Documents due to Board for Agenda	5/29/19	5/31/19	2	[Blue bars]											
Board Meeting for Bid Approval (SPECIAL)	6/5/19	6/5/19	0	[Blue bar]											
Trade Contracts Issued and Returned	6/6/19	6/21/19	15	[Blue bars]											
District Execute Contracts	6/21/19	6/28/19	7	[Blue bars]											
NTP - Estimated Date of Start of Construction	7/1/19	7/1/19	1	[Blue bar]											
Construction	7/1/19	7/1/20	352	[Green bar]											

THIRD AMENDMENT TO AGREEMENT FOR PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES

**Exhibit D-1
Fee for Remaining Phase 2 Services**

Phase 2 Bldg C - CM Multi Prime

	Prelim Schedule	Duration	Fee per Month	Fee per 12/mth
Construction	July 2019 to July 2020	12 months	\$ 87,000	\$ 1,044,000

Does not include precon services. Precon services are reimbursible as T&M

Staffing to include Partial PX, full time Superintendent, full time PM and Project Admin



Agenda Item Details

Meeting	Mar 20, 2019 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.2 Approval of Joint Powers Agreement with Oxnard Union High School District for joint operation of 1800 Solar Drive Oxnard CA
Access	Public
Type	Action
Recommended Action	It is recommended that the Board approve the attached resolution, which grants authority to the Superintendent and Assistant Superintendent of Business Services to execute the joint powers agreement on behalf of the District and work with OUHSD to obtain full execution of the agreement. Any changes to the agreement would be brought back to the Board for approval and/or ratification.
Goals	Goal 1-Improved student achievement at every school and every grade in all content areas

Public Content

Speaker: Superintendent Puglisi

Rationale

Rio School District ("District") administrative offices are currently located at 2500 E. Vineyard Avenue, Oxnard California 93036 (the "Vineyard Property"). In 2013, the District declared the Vineyard Property to be surplus property. In June 2017, the District sold the Vineyard Property to a third party. The District currently leases the Vineyard Property from the new owner.

In 2018, the District identified the real property located at 1800 Solar Drive, Oxnard CA (the "Solar Property") as a potential replacement site for the District administrative office. The District explored the feasibility and advisability of purchasing the Solar Property, which includes an approximately 115,612 square foot, three-story office building and 461 parking spaces, with Oxnard Union High School District ("OUHSD"). Both districts determined that the joint purchase would facilitate certain administrative efficiencies and other opportunities that would benefit their respective student populations.

At a regularly-held meeting on October 17, 2018, the District's Board of Trustees ("Board") approved Resolution No. 1819/07, which approved a purchase and sale agreement for the acquisition of the Solar Property in conjunction with OUHSD. The District, OUHSD and the seller opened escrow for the purchase and sale of the Solar Property with the Oxnard office of Chicago Title Company. At a regularly-held meeting on December 12, 2018, the Board approved Resolution No. 1819/12, which authorized the Superintendent and Assistant Superintendent of Business Services to close escrow on the Property. Escrow closed on December 28, 2018. At closing, the District executed a \$3,000,000.00 promissory note with the seller. On approximately January 10, 2019, the District paid off the note in its entirety.

The District and OUHSD now wish to enter into a joint powers agreement for their collective ownership and operation of the Solar Property. The joint powers agreement specifies that OUHSD will occupy the first and second floors of the building, the District will occupy the third floor, and the districts will share certain common areas such as the lobby and parking lot. The agreement also sets forth other matters related to the district's joint ownership of the Solar Property, including operation and maintenance responsibilities, common area rules, overall security, the allocation of costs between the parties, third party leases, and dispute resolution procedures.

Financial Analysis

The District and OUHSD own the Solar Property as tenants in common. The District owns a 30% interest and OUHSD owns a 70% interest. Accordingly, the joint powers agreement generally specifies that the District will pay 30% of common area costs and OUHSD will pay 70% of common area costs. The districts will meet on at least an annual basis to jointly establish the budget for the following year.

Under the joint powers agreement, each party is generally exclusively responsible for its respective separate areas. For example, the District is generally solely liable for costs related to the maintenance and operation of the third floor.

Finally, the agreement includes a few exceptions to the above allocation of costs. For example, if one district is solely responsible for a liability, loss or damage in connection with the Solar Property, then that district will be exclusively responsible for paying for the claim. However, if neither district is directly responsible for a third party liability, loss or damage, then the districts will be equally responsible for paying for the claim.

[Res181918SolarMOU.pdf \(19 KB\)](#)

Administrative Content

Executive Content

**RIO SCHOOL DISTRICT
RESOLUTION NO. 1819/18**

**APPROVAL OF JOINT POWERS AGREEMENT
WITH OXNARD UNION HIGH SCHOOL DISTRICT
FOR JOINT OPERATION OF 1800 SOLAR DRIVE OXNARD CA**

WHEREAS, Rio School District (“District”) and Oxnard Union High School District (“OUHSD”) elected to jointly purchased that certain parcel of real property located at 1800 Solar Drive, Oxnard CA 93030 with Ventura County APN 213- 0-070-045 (the “Property”) for the districts’ respective administrative offices and certain ancillary uses; and

WHEREAS, at a regularly-held meeting on October 17, 2018, the District’s Board of Trustees (“Board”) adopted Resolution No. 1819/06, which approved that certain Agreement for Purchase and Sale and Escrow Instructions for the disposition of the Property (the “Purchase Agreement”); and

WHEREAS, subsequently, the District, OUHSD and the seller executed the Agreement, and opened escrow for the purchase and sale of the Property through Chicago Title Company, Oxnard California, with reference to escrow number 131810924-LR (the “Escrow”); and

WHEREAS, at a regularly-held meeting on December 12, 2018, the Board adopted Resolution No. 1819/12, which authorized the Superintendent and Assistant Superintendent of Business Services to take all reasonable and necessary steps to close the Escrow; and

WHEREAS, on or about December 28, 2018, the Escrow closed; and

WHEREAS, the purchase price for the Property was \$13,750,000.00, and at the close of the Escrow, OUHSD had contributed \$10,650,000.00 or 70% of the purchase price, and the District had contributed \$1,095,000.00 in cash and executed a promissory note with the seller in the amount of \$3,000,000.00 for a total of \$4,125,000.00 or 30% of the purchase price; and

WHEREAS, on or about January 10, 2019, the District satisfied the promissory note in full, and shortly thereafter, that certain deed of full reconveyance evidencing the loan payoff was recorded in the official records of the Office of the Recorder for the County of Ventura in the State of California; and

WHEREAS, the District and OUHSD currently own the Property as tenants in common, and, in accordance with their financial contributions to the acquisition of the Property, the District holds a thirty percent (30%) interest and OUHSD holds a seventy percent (70%) interest in the Property; and

WHEREAS, the District and OUHSD have determined that it is in their respective best interests to enter into an agreement regarding their joint occupation and operation of the Property, all in accordance with the authority granted to them under the Joint Exercise of Powers Act as set forth in Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code (“Joint Powers Act”); and

WHEREAS, the District and OUHSD have negotiated the basic terms of a joint powers agreement as set forth in Exhibit A, which is attached hereto and incorporated herein by reference (the “Joint Powers Agreement”), with additional rules and regulations to be further determined by the parties;

NOW, THEREFORE, BE IT RESOLVED that:

1. The recitals set forth above are true and correct.

2. The Board hereby authorizes the Superintendent and Assistant Superintendent of Business Services to execute the Joint Powers Agreement in the form set forth in Exhibit A. The Board expressly acknowledges that the Joint Powers Agreement is subject to the approval of the OUHSD Board of Trustees. Consequently, the Board further authorizes the Superintendent and Assistant Superintendent to work with OUHSD to obtain full execution of the Joint Powers Agreement and to address any requested changes to the Joint Powers Agreement, so long as any revised agreement is brought back to the Board for review and approval.

PASSED AND ADOPTED by the Rio School District Board of Trustees at a regular meeting held on the 20th day of March, 2019 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Joe Esquivel, President of the Board of Trustees

Linda Aguilar, Clerk of the Board of Trustees

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE OXNARD UNION HIGH SCHOOL DISTRICT
AND RIO SCHOOL DISTRICT
RELATIVE TO JOINT USE AND OWNERSHIP OF DISTRICT OFFICE FACILITY**

Dated the 20th day of March, 2019

DRAFT

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Exhibit B – Parking Lot Depiction

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DRAFT

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
OXNARD UNION HIGH SCHOOL DISTRICT
AND RIO SCHOOL DISTRICT RELATIVE TO JOINT USE
AND OWNERSHIP OF DISTRICT OFFICE FACILITY**

THIS AGREEMENT ("Agreement") is made and entered into as of the 20th day of March, 2019, to be effective on the Effective Date (as hereinafter defined) by and between the OXNARD UNION HIGH SCHOOL DISTRICT ("OUHSD") and the RIO SCHOOL DISTRICT ("RSD"), which are public school districts operating within the County of Ventura, California. OUHSD and RSD may be referred to in this Agreement collectively as "Parties," or individually as "Party." This Agreement is entered into between OUHSD and RSD pursuant to the Joint Exercise of Powers Act as set forth in Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code ("Joint Powers Act").

RECITALS

A. OUHSD and RSD have collectively purchased, for their joint use as an administrative office facility, certain real property located at 1800 Solar Drive in the City of Oxnard, California 93030 and identified as Ventura County Assessor Parcel No. 213-0-070-045 ("Joint Property"). The Joint Property currently includes an approximate 115,612 square foot, three-story commercial office building ("Office Building") with 461 parking spots. The Parties own the Joint Property as tenants in common.

B. The Joint Property is located within the territorial jurisdiction of OUHSD and RSD, and will be established as the principal offices of both Parties. The Parties have identified certain administrative efficiencies and opportunities for improved K-8 and 9-12 articulation that may be obtained from the joint use of the Joint Property and Office Building, including shared Board Room facilities. The Parties have and possess the power and authorization to acquire and construct administrative office facilities for school administrative purposes, and each possesses the power to acquire the Joint Property within its overlapping territorial jurisdiction.

C. As of the Effective Date, OUHSD owns a seventy percent (70%) interest in the Joint Property, and RSD owns a thirty percent (30%) interest in the Joint Property, both inclusive of the Office Building. OUHSD shall generally control the first and second floors of the Office Building, and RSD shall generally control the third floor of the Office Building, except that RSD shall have rights to utilize those areas designated for joint or common use. Design and use depictions for each floor are featured in Exhibit A, which is attached hereto and incorporated herein by this reference.

D. Each of the Parties is authorized to contract with each other for the joint exercise of any common power under the Joint Powers Act. Therefore, the Parties intend that this Agreement shall set forth the joint rights, obligations, and responsibilities of each Party as to its use and control of the Office Building and Joint Property.

AGREEMENT

Section 1. Purpose of Agreement. As set forth in the Recitals, the purpose of this Agreement is to establish the terms and conditions upon which OUHSD and RSD shall jointly own and occupy the Joint Property and Office Building as shared school district administrative office facilities. This Agreement is intended to serve as a joint exercise of powers by OUHSD and RSD under the Joint Powers Act, and, as such, shall be governed by the provisions in the Joint Powers Act. For purposes of this Agreement, those provisions of the Joint Powers Act applicable to this Agreement, and OUHSD and RSD exercise of such authority, are hereby incorporated herein by this reference, as if set forth herein in full.

Section 2. Common Power to be Exercised. Both OUHSD and RSD have the power to convey and hold property for the use and benefit of the school district (Education Code § 35162) and to enter into a contract with two or more public agencies to jointly exercise any power common to the contracting parties (Government Code §§ 6500, *et seq.*).

Section 3. Effective Date and Term. This Agreement shall be effective on the date OUHSD and RSD approve this Agreement, and shall apply retroactively to December 28, 2018, which is the date the Parties took possession of the Joint Property ("Effective Date"). This Agreement shall remain in effect between OUHSD and RSD, as it may be amended from time to time, for such time as OUHSD and RSD maintain joint ownership, as tenants in common or otherwise, of the Joint Property.

Section 4. General Governance and Adoption of Rules and Regulations. The Parties shall establish a "Committee of the Building" ("COB") comprised of the Assistant Superintendents of Business/chief business officials, and either the directors of facilities or directors of maintenance and operations from each Party. The COB shall meet quarterly, on a schedule established by the COB, to review the business relationship within the Office Building and on the Joint Property, and review related operations and expenditures. The COB may prepare, for joint adoption by OUHSD and RSD, administrative rules and regulations ("Rules and Regulations") to govern the management of this Agreement, except that, in the event conflict between such Rules and Regulations and this Agreement, this Agreement, as it may be amended from time to time, shall control.

Section 5. Ownership and Use of Separate and Common Areas.

a. **General.** Use of the Office Building and Joint Property shall be as set forth in Exhibit A, with uses divided into (i) "Separate Areas" that shall consist of those areas utilized exclusively by either OUHSD or RSD, respectively; and (ii) "Common Areas" that shall be utilized jointly by OUHSD and RSD in a manner otherwise set forth in this Agreement. Neither Party shall operate the Office Building in a manner that requires students to enter the building within the meaning of the Field Act, as defined by Education Code Section 17281.

b. **Separate Areas.** Each Party shall be exclusively responsible for the maintenance and operation of its respective Separate Area. Each Party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other Party, as well as its respective board members,

officers, officials, agents, and employees (“Indemnified Party”), from and against any and all liability, claims, losses, damages, or expenses (including reasonable attorney’s fees and costs) arising from the Indemnifying Party’s obligation to maintain its Separate Area under this provision; excluding, however, such liability, claims, losses, damages, or expenses arising from the Indemnified Party’s sole negligence or willful acts. Notwithstanding the foregoing, any modifications, including construction, reconstruction, or modernization, of a Separate Area that involve structural alterations to the Office Building shall require approval of both Parties, with such approval not to be unreasonably withheld. Nothing in this Section, or otherwise, shall prohibit the Parties from entering into other agreements for purposes of sharing or jointly utilizing maintenance or operation-related services in order to capitalize on economies of scale or otherwise.

c. Common Areas. Common Areas shall be utilized as set forth herein. Absent a specific provision governing the use of a particular portion of the Common Areas, Common Areas shall generally be used for the mutual benefit of both OUHSD, RSD, and the public they serve, and to facilitate the equitable use of facilities and access to each Party’s Separate Area. Common Areas shall be defined to include those areas set forth in Exhibit A, which include, but are not necessarily limited to, the Board Room, lobby, publicly accessible restrooms, landscaping, parking lots, driveways, sidewalks, entrances, outdoor patio areas, trash bins, elevators, stairwells, building façade, roof, and rooftops.

i. Standard Use Committee. OUHSD shall ultimately be responsible for managing the shared use and operation of the Common Areas, but shall receive input from RSD as provided herein, serving as the “Property Manager.” Notwithstanding the foregoing or anything herein to the contrary, RSD shall be responsible for any and all Common Areas on the third floor. OUHSD and RSD shall form a joint committee comprised of the Superintendent of OUHSD, or a designee (“OUHSD Representative”), on behalf of OUHSD; and the Superintendent of RSD, or a designee (“RSD Representative”), on behalf of RSD. The OUHSD Representative and RSD Representative shall meet at least annually to confer on matters relative to the operation and use of the Common Areas for the upcoming year, and to develop a budget for the anticipated maintenance and operation of the Joint Property for the following fiscal year (“Annual Budget”). The Parties may incorporate additional operational details governing the use of the Office Building and/or Joint Property in the Rules and Regulations contemplated by Section 4.

ii. Board Meetings (Coordination of Dates, etc. between Districts). With respect to that certain ground-floor area of the Common Area of the Office Building designated as the “Board Room,” the shared use shall be governed by this provision. With respect to determining scheduling for use for regular meetings of each Party’s respective Board of Trustees, until and unless amended by future agreement between the Parties, OUHSD shall be entitled to utilize the Board Room for meetings commencing at 4:00 p.m. or later on the second and fourth Wednesdays of each month; and RSD shall be

entitled to utilize the Board Room for meetings commencing at 4:00 p.m. or later on the third Wednesday of each month. Those schedules for regular Board meetings shall take precedence over any other requested use of the Board Room by either Party or the public. With respect to other such uses, the Parties use of the Board Room shall be equitable, recognizing the Parties' joint need to utilize Board Room space for fulfillment of important public purposes. For purposes of implementation of this subsection, OUHSD shall develop and utilize a joint facilities reservation system in order to calendar uses of the Board Room by the Parties and public. The Parties may further detail the reservation process and related procedures within the Rules and Regulations.

iii. Lobby/Reception Area. The Parties shall meet and confer regarding their mutual use of the ground floor reception area, including, but not limited to, the number of personnel assigned to the reception area and whether such personnel are employed by OUHSD, RSD or both Parties. Both Parties reserve the right to create separate reception areas in their respective Separate Areas on the second and third floors of the Office Building. Those uses agreed upon pursuant to this Section shall be documented within the Rules and Regulations adopted by the Parties.

iv. Storage and Joint Storage. RSD shall generally have a right to utilize a portion of the storage areas located on the first floor of the Office Building, in a percentage commensurate with its ownership interest in the Office Building. The Rules and Regulations entered into by OUHSD and RSD shall, as deemed necessary by the Parties, specify the areas of such permitted use. OUHSD shall be responsible for management of the existing storage areas.

v. Loading Docks. The Parties expressly agree that both OUHSD and RSD shall have a right to utilize the loading dock on the Joint Property, with any further terms and conditions related to such use set forth in the Rules and Regulations.

vi. Elevators. The Parties shall meet and confer regarding the means by which the elevators will run (e.g., whether certain elevators will be designated for the third floor) and whether there will be separate employee entrances, with the Parties' agreement set forth in the Rules and Regulations.

vii. Parking Allocation and Location. The Rules and Regulations shall contain terms and conditions related to the Parties' use of the parking lots for various purposes, including, but not limited to, staff and employee parking, student parking, and public parking. In general, parking shall be allocated on a first-come, first-serve basis, but the Parties may adopt reasonable restrictions as to locations and use of spots as may be necessary to reasonably regulate the variety of uses on the site (e.g., to control parking for simultaneous events

such as adult school and board meetings). Any and all parking restrictions or limitations shall be in accordance with Title 24 of the California Code of Regulations and applicable City of Oxnard Municipal Codes. Notwithstanding the foregoing, each Party shall be permitted to park school district vans in designated areas of the parking lot. The current parking lot configuration is depicted on Exhibit B which is attached hereto and incorporated herein by reference.

viii. Supplemental Parking. To the extent OUHSD and RSD enter into a reciprocal parking agreement for the use of adjacent parking lots, such as the parcel of real property identified as Ventura County APN 213-0-070-055, the Parties shall utilize such parking lot in the same manner as provided herein, except and unless such provisions conflict with the provisions of said reciprocal parking agreements, in which case such agreements shall control.

ix. Cafeteria. OUHSD may, in its sole discretion, elect to utilize the cafeteria to provide cafeteria services to its employees and, if it desires, the employees of RSD, among others. To the extent OUHSD elects to open the cafeteria to such public uses, such use shall not render the cafeteria a Common Area; but rather such cafeteria shall generally be deemed a Separate Area of OUHSD, unless otherwise expressly agreed by the Parties.

d. Regular Operation and Maintenance. OUHSD, as the Property Manager, shall be responsible for the regular maintenance and operation of the Common Areas on the first and, as applicable, second floor, and all outside Common Areas, such as the parking lot and any landscaping. Such maintenance and operations shall include janitorial services, general cleaning, provision of utilities, and minor repairs. Generally, OUHSD shall be responsible for seventy percent (70%) of such costs and RSD shall be responsible for thirty percent (30%) of such costs. However, in the event of aberrant utilization of the utilities by either Party (such as for construction or for program operations after 6:00 p.m. or on weekends), whereby the monthly bill for a utility exceeds the average by more than twenty (20) percent, the Parties shall meet and confer to mutually agree upon a fair allocation of the utility costs. OUHSD shall invoice RSD on a monthly or bimonthly basis, and RSD shall pay any and all reasonably undisputed invoices within thirty (30) days. For any substantial non-emergency expenses of over fifteen thousand dollars (\$15,000) that have not already been approved as part of the Annual Budget, OUHSD shall obtain approval from the RSD Representative before authorizing such expenditure. OUHSD and RSD shall be responsible on a seventy percent (70%) versus thirty percent (30%) basis, respectively, absent future adjustment or agreement between the Parties. Nothing in this Section shall preclude either Party from installing utility submeters on those utilities servicing their respective Separate Area, for a more accurate calculation of their allocation of costs, though the Parties shall continue to split the utility costs for Common Areas as set forth above.

e. Civic Center Use. OUHSD shall facilitate the use of the Common Areas, including specifically the Board Room, for third-party groups, when and if available, subject to reasonable restrictions on time and use as may otherwise be appropriate; except that no such use shall interfere with, and conflict with, use of such areas by OUHSD or RSD. Any such user shall

be required to provide evidence of adequate insurance to cover such risks, including, but not limited to, general liability insurance of at minimum \$1,000,000 per occurrence, and \$2,000,000 aggregate, or at any such higher limitations as may agreed upon by the Parties, naming both OUHSD and RSD as additional insureds and provided by a California admitted insurer with an A.M. Best Rating of no less than A-(VII), unless otherwise deemed acceptable by the Parties.

Section 6. Tenant Improvements. OUHSD and RSD shall be independently responsible for the completion of tenant improvements in their respective portions of the Office Building, with OUHSD responsible for improvements on the first and second floors, and RSD responsible for improvements on the third floor. Each shall comply with all federal, State of California ("State"), and local requirements for such improvements. With respect to those areas on their respective floors that constitute Common Areas, the Parties shall meet and confer for input relative to such improvements and to, as appropriate, share costs on an equitable basis. Ultimately, the responsible Party for their respective floors shall be responsible for the design, bidding, and construction of such improvements, unless otherwise agreed to between the Parties.

Section 7. Maintenance of Facilities.

a. **Building Maintenance Committee.** OUHSD and RSD shall establish a committee ("Maintenance Committee"), composed of a director of maintenance from each agency (or alternatively a designee by the respective Assistant Superintendents of Business Services) to oversee and coordinate the design, construction, repair, and performance of non-recurring maintenance (not recurring for a period of five years) of the Office Building and Joint Property generally in an advisory capacity. The Maintenance Committee shall develop and make recommendations to the OUHSD Board of Trustees and RSD Board of Trustees with respect to repairs, maintenance, and upkeep of the Joint Property and Office Building, including the Common Areas. The Maintenance Committee shall conduct meetings on dates and at locations to be determined by it, or at the direction of either the RSD Board of Trustees or OUHSD Board of Trustees. OUHSD and RSD shall, at no cost to the other, provide staff support to the Maintenance Committee when and as requested by it.

b. **Allocation of Responsibilities.** The Maintenance Committee shall approve design criteria and a budget for the design and preparation of plans and specifications for approved maintenance projects impacting the Common Areas. OUHSD shall, as majority owner of the Office Building and Joint Property, assume primary responsibility for the award of contracts for such work in a manner consistent with controlling State law, though no contract for work shall be awarded until such time that the award has been approved by both the OUHSD Board of Trustees and the RSD Board of Trustees. In the event of a disagreement between OUHSD or RSD as to the necessity for certain non-recurring maintenance, the Parties may seek an opinion from, in order of preference, the Ventura County Office of Education or a mutually agreeable independent third-party. If no agreement can be reached under the provisions of this Subsection, then the Parties shall utilize the dispute resolution process set forth herein.

c. **Allocation of Costs.** Unless otherwise agreed in writing, the Parties shall allocate all costs, including not only costs of construction, but all soft costs including design, construction management, engineering, and permitting, between OUHSD and RSD in a percentage equal to

their ownership of the Office Building and Joint Property. Such allocation shall apply only to the Common Areas. Each Party shall be responsible for all of its costs and expenses incurred for maintenance of its respective Separate Area.

Section 8. Technology; Telephone System. In order to reduce costs, OUHSD and RSD agree to work towards execution of a mutually-agreeable and coordinated (a) local area network ("LAN"), including wireless, and wide area network ("WAN") plan for the Office Building, any other OUHSD and RSD properties, and the Ventura County Office of Education and (b) telephone system. Notwithstanding the foregoing, neither Party shall be bound to collaborate on the LAN, the WAN or the telephone system, and each Party expressly reserves the right to execute the LAN, WAN and/or telephone systems independently. The award of any contract in such regard, including the purchase of any equipment and/or the installation of such systems, shall be governed by the provisions of the Education Code and Public Contract Code relevant to the Parties.

Section 9. Security System. OUHSD and RSD shall meet and confer to agree upon a consolidated security system that serves the entire Joint Property, including, but not limited to, alarms for the Office Building perimeter (inclusive of doors and windows), video surveillance, additional lighting, and any other security matters identified by the Parties. The costs of the security system shall be allocated seventy percent (70%) to OUHSD and thirty percent (30%) to RSD; provided, however, that each Party shall be liable for any costs attributable solely to additional security features in that Party's Separate Area. OUHSD and RSD shall coordinate the alarming of the Office Building to accommodate each Party's programming, board meetings, and custodial staff duties.

Section 10. Occupancy. It is currently anticipated that both Parties will commence use or occupy the Joint Property in 2019. Notwithstanding anything to the contrary herein, if one Party commences occupancy of the Office Building before the other Party, then the Party utilizing the Office Building shall be liable for all operation costs and any minor corrective or preventative maintenance required until such time that the other Party begins to use the Joint Property (with such use including any construction on the Joint Property). It is not intended that the maintenance obligation set forth herein shall include long-term preventative, recurring, or emergency maintenance to major building equipment or infrastructure, such as HVAC or roofing.

Section 11. Evacuation and Safety Plan. Before occupancy of the Joint Property by either Party, OUHSD and RSD shall jointly prepare an evacuation and safety plan, and post all evacuation and safety notices as required by law or otherwise advisable.

Section 12. Leasing. The Parties agree that, from time to time, it may be appropriate to permit leasing of a portion or portions of the Office Building or Joint Property. Generally, any lease of space on the first or second floors shall be the prerogative of OUHSD, and the third floor that of RSD; except that any leasing of any Common Areas shall be accomplished only with the express written approval of the other Party, which shall not be unreasonably withheld. With respect to leases of the Separate Areas, the Party interested in leasing space shall at minimum provide notice to the other Party of its intentions, and provide an opportunity for such other Party

to provide reasonable objections. Any leases shall be accomplished pursuant to the relative provisions of State law.

Section 13. Insurance. OUHSD and RSD each participate in the Ventura County Schools Self-Funding Authority (“VCSSFA”), and therefore collectively self-insure for workers’ compensation, general liability, property, and automobile physical damage coverage under the VCSSFA self-insurance programs. In the event either Party withdraws from the VCSSFA, the Parties shall meet and confer to identify those alternative insurance requirements that shall apply to the Parties joint use of the Office Building and Joint Property.

Section 14. Allocation of Liabilities and Indemnification.

a. Definitions: For purposes of this Section 14, the following definition shall apply:

- i. “Liabilities” shall include any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation and reasonable attorney’s fees), of every kind or nature;
- ii. “Third-Party Liability” liability shall include any Liabilities incurred to persons or entities that are neither OUHSD nor RSD;
- iii. “OUHSD Parties” shall include OUHSD, as well as its board members, officers, officials, employee, agents, and authorized volunteers, acting in their official capacity;
- iv. “RSD Parties” shall include RSD, as well as its board members, officers, officials, employee, agents, and authorized volunteers, acting in their official capacity;
- v. “Proportionate Share” shall refer to OUHSD and RSD’s respective ownership shares in the Joint Property, established as seventy percent (70%) for OUHSD and thirty percent (30%) for RSD.

b. Allocation of Liabilities. Pursuant to, and the fullest extent required by Government Code Section 895.2, OUHSD and RSD shall be jointly and severally liable for any Third-Party Liability (a) imposed by any law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement; or (b) arising from or in connection with use of the Office Building and Joint Property.

c. Allocation of Liabilities. Notwithstanding Subdivision (b), as between each other, OUHSD and RSD shall be:

- i. exclusively liable for any Liabilities arising in connection with a negligent act or wrongful act directly attributable to: for OUHSD, the OUHSD Parties; and for RSD, the RSD Parties;

- ii. equally liable for any Liabilities arising in connection Third Party-Liabilities occurring on or in the Common Areas, Joint Property, or District Office, to the extent not directly attributable to either the OUHSD Parties or RSD Parties;
- iii. proportionately liable, in amounts equivalent to their Proportionate Share, for any Liabilities relating to or in connection with wear-and-tear, Acts of God, or recurring or non-recurring maintenance with respect to the District Office or Joint Property, including, but not limited to, repair of damages and standard regular maintenance.

d. Indemnification. To the maximum extent permitted by law, OUHSD and RSD, respectively (hereinafter, Indemnifying Party”), shall indemnify, defend, and hold harmless the other Party, as well as the other Party’s respective board members, officers, officials, employees, agents, and authorized volunteers (hereinafter, “Indemnified Parties”), from and against any and all Liabilities to the extent for which the Indemnifying Party is responsible under Subdivision (c) of this Section.

Section 15. Dispute Resolution Procedures.

a. Superintendent (or Designee) Meet and Confer. In the event of any controversy or claim between OUHSD and RSD with respect to this Agreement, the Joint Property, or Office Building, or any claims, disputes, differences, controversies, or misunderstandings arising under, out of, or in relation to or in connection with this Agreement, or any breach thereof (a “Dispute”), the Parties agree that the Superintendents, or their respective designees, shall meet and confer within ten (10) calendar days of any written request in an effort to resolve such dispute, disagreement, or conflict.

b. Mediation. In the event that the Parties are unable to resolve a Dispute by informal meet and confer, the Parties agree to attempt to settle the Dispute by neutral, non-binding mediation. Either Party may request mediation, provided that the request shall be in writing and delivered to the other Party personally or by certified mail. The Parties agree to act in good faith to attempt to resolve any dispute by mediation. The Parties further agree to act in good faith to identify a mutually acceptable mediator. If a mediator cannot be agreed upon by the Parties, each Party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator of the Parties’ dispute. Each Party shall pay its own costs of mediation; provided, however, that the Parties shall share equally in the mediator’s fees and costs. If the Dispute is resolved successfully through the mediation, the resolution shall be documented by a written agreement executed by the Parties. If the mediation does not successfully resolve the Dispute or claim, the mediator shall provide written notice to the Parties reflecting the same, and the Parties may then proceed to arbitration as set forth in Section 16(c) below.

c. Arbitration. In the event that the Parties are unable to resolve a Dispute by informal meet and confer, or by mediation, the Parties agree to submit the matter to arbitration for a final determination subject to the provisions of this Section. To the extent not inconsistent herewith, the Commercial Arbitration Rules and Mediation Procedures (“Rules”) of the

American Arbitration Association (“AAA”) shall apply, as they shall be amended from time to time and which are incorporated herein by this reference. The Party desiring to initiate arbitration shall give written notice to the other Party. Within twenty (20) calendar days of the service of the initiation of arbitration, the AAA shall submit simultaneously to both Parties copies of the applicable Rules, the receipt of which shall initiate the timeline for answers and counterclaims, as may be set forth in the Rules. The arbitrator shall determine the rights of the Parties in accordance with the law, and the award shall be subject to review as to the arbitrator’s application of the law by any court having jurisdiction thereof, whether or not any mistake of law shall appear on the face of the award. As to all questions of facts, however, the determination of the arbitrator shall be binding upon the Parties and shall be final. Any Party shall be entitled to written findings of fact and conclusions of law as to all issues determined by the award. Subject to these limitations, the award shall be binding on OUHSD and RSD and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator may, in the arbitrator’s discretion, as part of the arbitration award impose on any one Party or both the liability for the arbitration fees and expenses. Such allocable fees may include the initial administration fees, fees for second and subsequent hearings, postponement fees, and overtime fees. Allocable expenses may include the expenses of producing witnesses, the cost of stenographic records, the cost of any transcripts, travel expenses of the arbitrator and tribunal administrator, the expenses of witnesses, the costs of any proofs produced at the first request of the arbitrator, and any other expenses relating directly to the arbitration, excluding attorney’s fees and costs, which shall be borne by each Party, respectively. In the event of a failure of the arbitrator to provide for the allocation of such fees and expenses, the arbitration fees shall be divided equally between the Parties and the expenses shall be borne by the Party incurring them.

d. Injunctive Relief; Tolling. Notwithstanding the foregoing, nothing set forth in this Section 15 shall require mediation or arbitration prior to commencing an action in equity seeking injunctive relief. All applicable statutes of limitation shall be tolled while the mediation or arbitration procedures specified in this Agreement are pending, and the Parties agree to take all action, including the execution of stipulations or tolling agreements, necessary to effectuate the intent of this provision.

Section 16. Termination and/or Modification.

a. Right of First Refusal. In the event either OUHSD or RSD seeks to sell its respective interests in the Joint Property or Office Building, or any portion thereof, the other Party shall have a right of first refusal to purchase such interest. For the purposes of this section, the word “sell” shall include any transfer, conveyance, assignment, hypothecation or pledge of all or any portion of the selling Party’s interest in the Joint Property.

b. Notice Procedures; Purchase Price. Prior to selling its interests in the Joint Property or the Office Building, the selling Party shall deliver a written offer for the interests to the other Party (“First Offer”). To exercise the right of first refusal, the non-selling Party shall deliver a written notice to the selling Party within ninety (90) calendar days of receipt of the First Offer. The purchase price shall be fair market value, as may be agreed upon by the Parties or determined by an appraiser who is (i) licensed by the California Department of Consumer Affairs Bureau of Real Estate Appraisers and (ii) has at least ten (10) years of experience appraising

commercial and/or public property in the region. If the Parties are unable to mutually agree upon an appraiser, then each Party shall designate an appraiser and those two appraisers shall select a third appraiser who will appraise the interests in the Joint Property and/or Office Building, as applicable. The cost of the appraisal shall be borne equally by the Parties. The Parties shall use their best efforts to consummate the sale within one calendar year of the First Offer or such other time period mutually agreed upon by the Parties. The Parties shall negotiate in good faith regarding the remaining terms and conditions of the sale.

c. Disposition to Third Parties. In the event the non-selling Party does not timely exercise its right of first refusal, the selling Party shall be entitled to sell its interest in the Joint Property or Office Building to a third party. Notwithstanding the generality of the foregoing, the buyer shall be subject to the written approval of the non-selling Party, with such approval not being unreasonably withheld. The Parties expressly acknowledge that the non-selling Party has a right to review whether the operations of the buyer are consistent with the youth educational mission of the Parties and the public nature of the Parties' use of the Joint Property, whether the buyer is fiscally stable, and any and all other reasonably relevant matters.

d. State Waiver. To the extent necessary, the Parties agree to mutually cooperate with an effort to obtain a waiver from the California Board of Education of the surplus property procedures under the Education Code with respect to the sale of any interest in the Joint Property or Office Building.

e. Agreement Remains in Effect. Nothing in this Agreement shall permit either Party to terminate this Agreement to the extent the Parties remain co-occupants of the Joint Property, absent specific written agreement by the Parties. Any purchaser of any interest in the Joint Property shall be automatically subject to this Agreement.

Section 17. Notice. Any notices or communications required or permitted to be given by this Agreement must be (a) given in writing and (b) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by facsimile or electronic mail transmission (including PDF), to the Party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

<p><u>To OUHSD (before occupancy of Property)</u></p> <p>Jeff Weinstein Asst. Superintendent of Business Services Oxnard Union High School District 309 S. K Street Oxnard, CA 93030 E-mail: jeff.weinstein@ouhsd.k12.ca.us Telephone: (805) 385-2500</p> <p><i>Courtesy Copy To:</i></p>	<p><u>To RSD (before occupancy of Property)</u></p> <p>Wael Saleh Asst. Superintendent of Business Services Rio School District 2500 E. Vineyard Ave., Suite 100 Oxnard, CA 93036 E-mail: wsaleh@rioschools.org Telephone: (805) 485-3111</p> <p><i>Courtesy Copy To:</i></p>
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Joel Kirschenstein, President Sage Realty Group, Inc. 2945 Townsgate Rd, Suite 200 Westlake Village, CA 91361	Joel Kirschenstein, President Sage Realty Group, Inc. 2945 Townsgate Rd, Suite 200 Westlake Village, CA 91361
<u>To OUHSD: (after occupancy of Property)</u> Jeff Weinstein Asst. Superintendent of Business Services Oxnard Union High School District 1800 Solar Drive, 1st Floor Oxnard, CA 93030 E-mail: jeff.weinstein@ouhsd.k12.ca.us Telephone: (805) 385-2500	<u>To RSD: (after occupancy of Property)</u> Wael Saleh Asst. Superintendent of Business Services Rio School District 1800 Solar Drive, 3rd Floor Oxnard, CA 93030 E-mail: wsaleh@rioschools.org Telephone: (805) 485-3111

Section 18. Amendment of Agreement. Any amendment to this Agreement shall be in writing, in the form of a written addendum, which shall be approved by the governing boards of both OUHSD and RSD.

Section 19. Incorporation of Recitals and Exhibits. All recitals set forth herein, and all exhibits attached hereto or referred to herein, are incorporated into and are effective parts of this Agreement.

Section 20. Assignment. This Agreement is binding upon the Parties hereto and their respective heirs, successors, or representatives or assigns. Notwithstanding the generality of the foregoing, neither Party shall assign this Agreement or its rights and obligations hereunder without obtaining the other Party's prior written consent, which consent shall not be unreasonably withheld.

Section 21. Waiver. The waiver of any breach of any provision of this Agreement by OUHSD or RSD shall not be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement.

Section 22. Relationship of Parties. The relationship of the Parties to this Agreement will be solely that of tenants in common, and nothing herein should be construed otherwise.

Section 23. Governing Law and Venue for Resolving Disputes. To the maximum extent permitted by law, this Agreement shall be construed in accordance with California law, and any arbitration, mediation, litigation, or other proceeding arising out of, or in connection with, this Agreement must be conducted in the County of Ventura.

Section 24. Headings and References. The headings of this Agreement are for reference purposes only, and should not be interpreted to limit or define the meaning of the provisions of this Agreement.

Section 25. Time Limits. Any time limit or time period specified in this Agreement may be extended by written agreement of the Parties. All references in this Agreement to the performance of an act or occurrence of an event within a specific time period or by a specific time limit, if applicable because of an extension under this Section, should be interpreted to allow until the end of the extended period for the performance of such act or the occurrence of such event.

Section 26. Severability. If any Article, Section, paragraph, sentence, clause, or phrase contained in this Agreement should become illegal, null or void, or against public policy, for any reason, or is held by a court of competent jurisdiction to be illegal, null and void, or against public policy, the remaining Articles, Sections, paragraphs, sentences, clauses, and phrases contained in this Agreement shall not be affected thereby.

Section 27. Construction of Agreement. Each Party has participated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed in favor or against either Party, but shall be construed as if both Parties equally prepared this Agreement.

Remainder of Page Left Intentionally Blank

Section 28. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which will constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Facsimile and digital signatures shall bear as originals.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

OXNARD UNION HIGH SCHOOL DISTRICT

By: _____
Dr. Penelope DeLeon, Superintendent

Approved as to Form:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: _____
Jeffrey A. Hoskinson

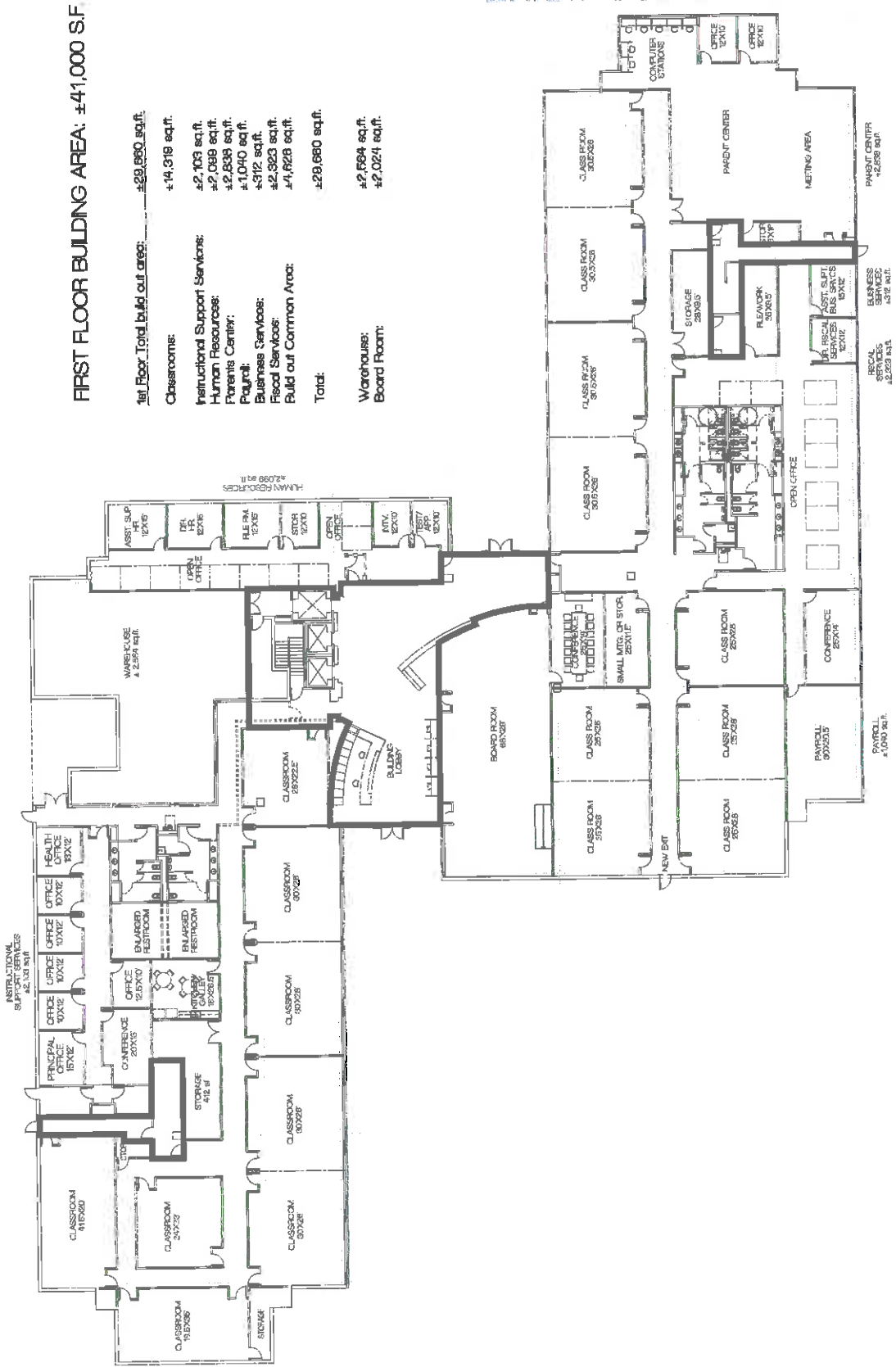
RIO SCHOOL DISTRICT

By: _____
John D. Puglisi, Ph.D., Superintendent

Approved as to Form:

Myers, Widders, Gibson, Jones & Feingold, LLP

By: _____
Jacquelyn D. Ruffin



FIRST FLOOR BUILDING AREA: ±41,000 S.F.

1st Floor Total build out area: ±29,690 sq.ft.

- Classrooms:** ±14,518 sq.ft.
- Instructional Support Services:** ±2,103 sq.ft.
- Human Resources:** ±2,089 sq.ft.
- Parents Center:** ±2,838 sq.ft.
- Payroll:** ±1,040 sq.ft.
- Business Services:** ±312 sq.ft.
- Fiscal Services:** ±2,323 sq.ft.
- Build out Common Area:** ±4,628 sq.ft.
- Total:** ±29,690 sq.ft.
- Warehouse:** ±2,694 sq.ft.
- Board Room:** ±2,024 sq.ft.

PROGRAMS PRINT NOT FOR CONSTRUCTION

1st floor fit study:
Scale: 3/32" = 1'-0"

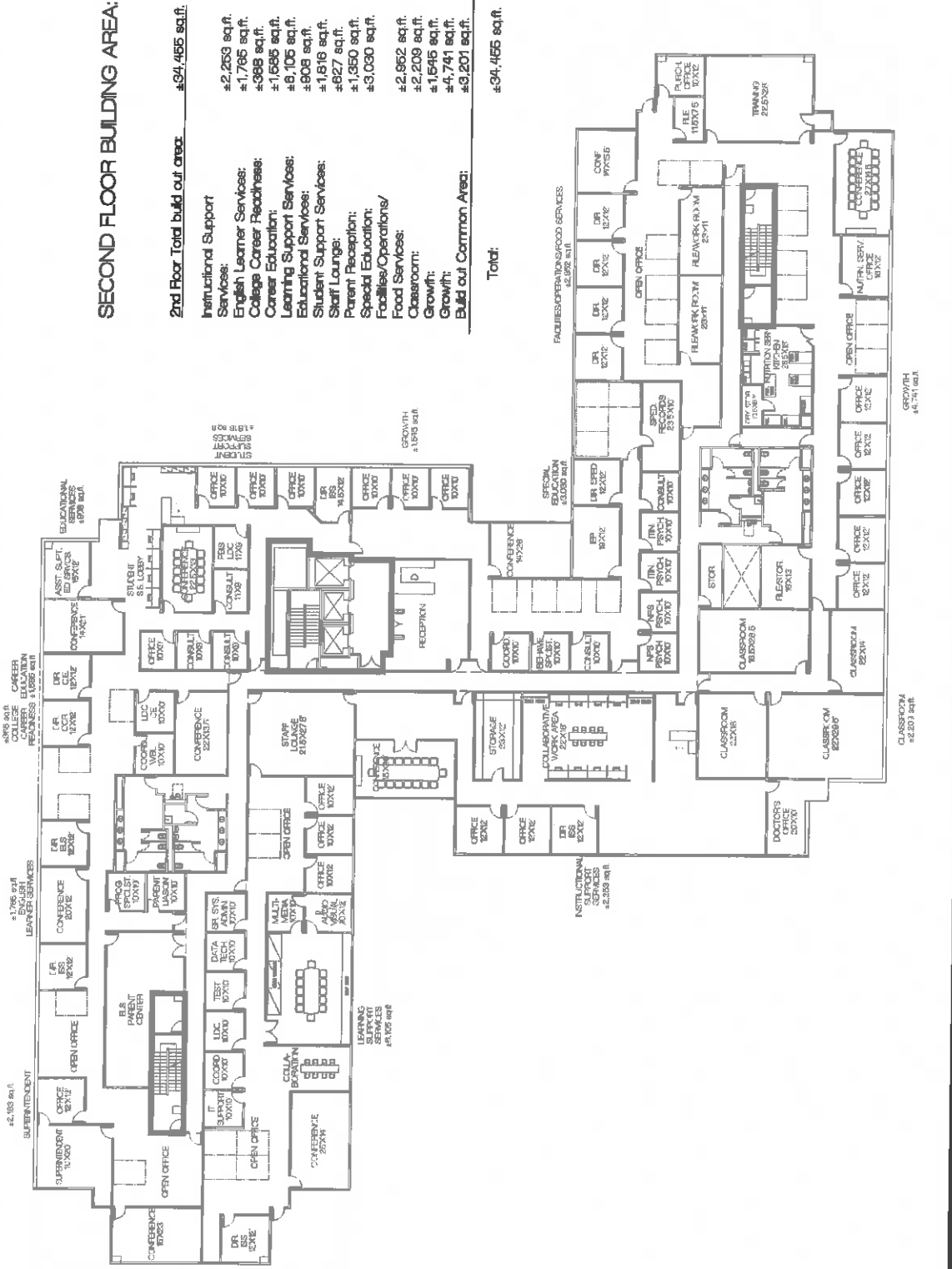


0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

SECOND FLOOR BUILDING AREA: ±37,000 S.F.

2nd Floor Total build out area: ±94,466 sq.ft.

Institutional Support	±2,263 sq.ft.
Services:	±1,765 sq.ft.
English Learner Services:	±388 sq.ft.
College Career Readiness:	±1,695 sq.ft.
Career Education:	±8,105 sq.ft.
Learning Support Services:	±908 sq.ft.
Educational Services:	±1,818 sq.ft.
Student Support Services:	±1,950 sq.ft.
Staff Lounge:	±827 sq.ft.
Parent Reception:	±1,950 sq.ft.
Special Education:	±3,030 sq.ft.
Facilities/Operations/	
Food Services:	±2,862 sq.ft.
Classroom:	±2,209 sq.ft.
Growth:	±1,545 sq.ft.
Build out Common Area:	±4,741 sq.ft.
Total:	±94,466 sq.ft.



NOT FOR CONSTRUCTION

Oxnard School District
1800 North Sater Drive
Oxnard, California

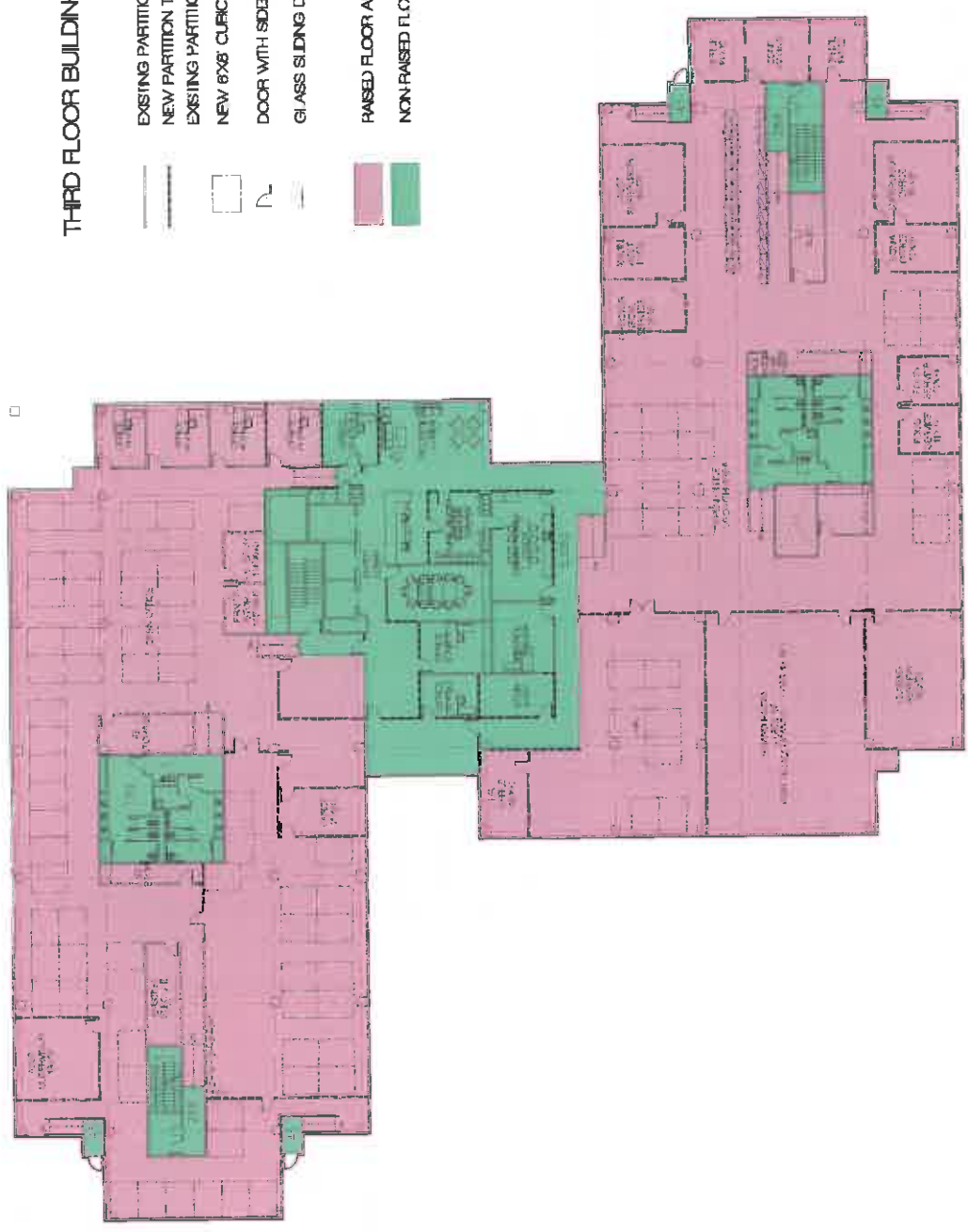
2nd floor fit study:
Scale: 3/32" = 1'-0"

Exhibit A - 2

NOT FOR CONSTRUCTION
- PROGRESS PRINT -

THIRD FLOOR BUILDING AREA: ±34,600 S.F.

- EXISTING PARTITION TO REMAIN.
- NEW PARTITION TO MATCH EXISTING.
- EXISTING PARTITION TO BE REMOVED.
- NEW 6'x8' CURBICLE
- DOOR WITH SIDELIGHT
- GLASS SLIDING DOOR
- RAISED FLOOR AREA -- ±27,226 S.F.
- NON-RAISED FLOOR AREA -- ±7,315 S.F.



3rd floor fit study plan:
Scale: 3/32" = 1'-0"

F10
1800 North Saylor Drive, 3rd Floor
Dana Point, California

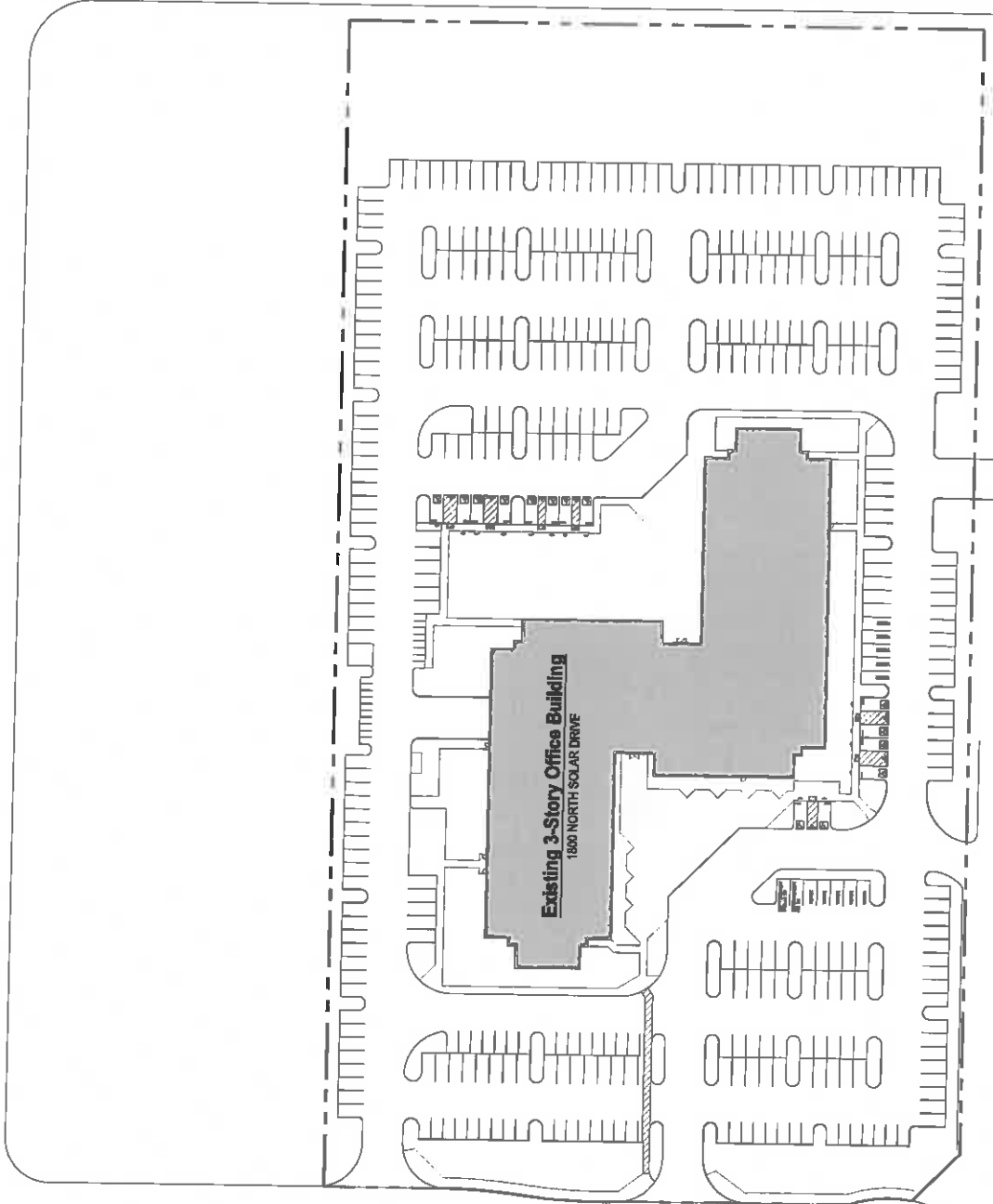
Exhibit A - 3



GONZALES ROAD

SOLAR DRIVE

RICE AVENUE



Issued For Review 02/06/2019



SITE PLAN:
SCALE: 1" = 30'-0"

Exhibit B - 1

Oxnard School District
 1800 North Solar Drive
 Oxnard, California



Agenda Item Details

Meeting	Mar 20, 2019 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.3 Approve Resolution No 1819/20 - Contractor Prequalification Package
Access	Public
Type	Action
Fiscal Impact	No
Recommended Action	The Board is asked to approve Resolution 1819/20 adopting a Contractor Prequalification Package in compliance with California Public Contract Code B 20111.6 for the purpose of prequalifying contractors to work on future District construction projects.

Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

Rationale:

California Assembly Bill 1565 (AB 1565), passed in 2014 & was updated with AB 2031 (2018) states that if the governing board of the district uses funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 for contracts totaling \$1,000,000, that the governing board of the district shall require prospective bidders (General and MEP subcontractors) to complete and submit, to the district, a standardized prequalification questionnaire and financial statement. This pre-qualification questionnaire must meet the minimum requirements set forth by the Department of Industrial Relations (DIR) for pre-qualification.

Specifically, Public Contract Code B 20111.6 requires that the District adopt and apply a uniform system of rating potential bidders on the basis of a standardized questionnaire and financial statement. The prequalification requirement applies to prime contractors with a general contractor license (i.e. Class A or B) and to contractors, whether acting as prime contractor or subcontractor, holding any of certain mechanical, electrical or plumbing contractor license as specified in PCC Section 20111.6.

On February 20, 2019, the Board adopted Quality Bidders a third-party service to pre-qualify all contractors and subcontractors for their facility's projects in accordance with the law, using their questionnaire with a couple of minor additions and the Quality Bidders rating system. Adoption of this prequalification package by the Board formally adopts the process put into place to comply with the law.

Rationale

It is the Intent of the District to do business with quality contractors by identifying such contractors through a uniform system of rating bidders to obtain the best quality construction for the lowest price practicable under the circumstances. The District's prequalification programs are adopted pursuant to Public Contract Code BB 20111.5, 20111.6 and 20919.4.

The District permits contractors to apply for prequalification status unless the contractor fails to pass the minimum prequalification standard, the prequalification status has been revoked, or a contractor has been barred from performing District projects. Unless revoked or lost, prequalification status is generally good for one year after which the contractor must reapply for prequalification.

The attached resolution with exhibits sets forth the standardized pre-qualification package for Board consideration and adoption.

It is the intent of the District to do business with quality contractors by identifying such contractors through a uniform system of rating bidders to obtain the best quality construction for the lowest price practicable under the

circumstances. The District's prequalification programs are adopted pursuant to Public Contract Code §§ 20111.5, 20111.6 and 20919.4.

The District permits contractors to apply for prequalification status unless the contractor fails to pass the minimum prequalification standard, the prequalification status has been revoked, or a contractor has been barred from performing District projects. Unless revoked or lost, prequalification status is generally good for one year after which the contractor must reapply for prequalification.

The attached resolution with exhibits sets forth the standardized pre-qualification package for Board consideration and adoption.

There will be no impact to the District's General Fund. The District's costs will be funded out of dedicated facilities bond and related mitigation fee funds.

[RESOLUTION NO 1819PreQualQuest.pdf \(25 KB\)](#)

Administrative Content

Executive Content

RESOLUTION NO 1819/20
OF
RIO SCHOOL DISTRICT (“District”)
ADOPTING PREQUALIFICATION QUESTIONNAIRE, FINANCIAL STATEMENT,
UNIFORM SYSTEM OF RATING POTENTIAL BIDDERS AND APPEAL PROCESS
PURSUANT TO PUBLIC CONTRACT CODE § 20111.6

WHEREAS, the Rio School District (“District”) desires to prequalify each potential contractor seeking to contact directly with the District or to contract as a first tier subcontractor, if the contractor hold C-4, C-7, C-10, C16, C20, C34, C36, C-38, C-42, C-43, and/or C-46 licenses (“MEP Subcontractor”), to perform construction work on District projects (“Projects”);

WHEREAS, Public Contract Code § 20111.6 requires school districts with average daily attendance of 2,500 or more to prequalify certain prospective bidders prior to bidding on public projects of one million dollars (\$1,000,000) or more for which the District uses funds received pursuant to the Leroy F. Greene School Facilities Act or any funds from any future state school bond (“Projects”) by having prospective bidders complete and submit a standardized questionnaire and financial statement;

WHEREAS, District staff has developed a standardized questionnaire and financial statement in accordance with Public Contract Code §20111.6, attached hereto as Exhibit A (collectively “Questionnaire”);

WHEREAS, the Questionnaire includes a process for potential bidders to appeal certain decisions with respect to the pre-qualification process (“Appeal Process”), attached hereto as Exhibit B;

WHEREAS, Public Contract Code § 20111.6 requires the District to adopt and apply a uniform system of rating bidders on the basis of the completed Questionnaires;

WHEREAS, District staff has developed a uniform system of rating potential bidders based upon the completed Questionnaires (“Rating System”);

WHEREAS, the District desires to adopt the Questionnaire (Including Financial Statement and Appeals Process) and the Rating System (collectively, the “Pre-qualification Package”);

NOW, THEREFORE, the Governing Board of the Rio School District hereby finds, determines, declares, orders and resolves as follows:

- Section 1. That the above recitals are true and correct.
- Section 2. That the Pre-Qualification Package is consistent with the requirements of Public Contract Code §20111.6.
- Section 3. That the District’s Superintendent, or his/her designee, is authorized to implement a prequalification process consistent with the Pre-Qualification Package and Public Contract Code §20111.6 for all Projects, as defined, and that said the Superintendent or his/her designee shall have the authority to determine whether a potential bidder shall be considered prequalified.

APPROVED, PASSED AND ADOPTED, by the Governing Board of the Rio School District on the 20th day of March, 2019, by the following vote:

AYES:

NOES:

ABSTENTIONS:

**President of the Governing Board of
Rio School District**

Attested to:

**Clerk of the Governing Board of
Rio School District**

PLACE HOLDER FOR EXHIBIT A – QUESTIONNAIRE

RESOLUTION NO. 1819/15
OF THE BOARD OF TRUSTEES OF THE RIO SCHOOL DISTRICT
IMPLEMENTING PREQUALIFICATION OF CONSTRUCTION CONTRACTORS UNDER
ASSEMBLY BILL 1565 & 2031 AND PUBLIC CONTRACT CODE 20111.6 UTILIZING
THE QUALITY BIDDERS QUESTIONNAIRE/SERVICE

WHEREAS, for construction contracts awarded on or after January 1, 2014, Assembly Bill (AB) 1565 and AB 2031 (2018), along with Public Contract Code (PCC) 20111.6 requires the governing board of a school district with an average daily attendance over two thousand five hundred (2,500) to prequalify bidders for public works projects using any funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 (Education Code 17070.10 *et seq.*) (Leroy F. Greene Act) or any funds from any future state school bond for a public project with a projected expenditure of one million dollars (\$1,000,000.00) or more;

WHEREAS, for purposes of AB 2031 and PCC 20111.6 and public projects that fall within its purview, bidders shall include the general contractor and, if utilized, all electrical, mechanical, and plumbing subcontractors (licensed pursuant to Section 7058 of the Business and Professions Code, specifically contractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C- 43, and C-46 licenses);

WHEREAS, the standardized Quality Bidders questionnaire and financial statement in a form specified by the school district ("questionnaire") is required to include a complete statement of the prospective bidder's financial ability and experience in performing public works;

WHEREAS, the questionnaire and financial statement must be verified under oath by the bidder in the manner in which civil pleadings and civil actions are verified; and

WHEREAS, the questionnaire is not a public record and is not to be opened to public inspection;

WHEREAS, each questionnaire submitted by a prospective bidder will be scored in accordance with an established point system;

WHEREAS, AB 2031 and PCC 20111.6 requires any school district requiring prospective bidders to complete and submit a questionnaire to adopt and apply a uniform system of rating bidders on the basis of the completed questionnaire in order to determine if bidder will be deemed qualified to bid (Uniform System);

WHEREAS, a school district may not accept a proposal from any potential bidder who is required to submit a questionnaire in accordance with AB 2031 and PCC 20111.6, but has not done so at least ten (10) business days prior to the date fixed upon the public opening of sealed bids, or has not been prequalified by the school district in accordance with AB 2031 and PCC 20111.6(f) at least five (5) business days prior to the opening of sealed bids; and

WHEREAS, Notwithstanding the foregoing recital, pursuant to AB 2031 and PCC 20111.6, a school district may establish a process for prequalifying prospective bidders and may authorize their prequalification to be considered valid for up to one (1) calendar year following the date of initial prequalification.

NOW, THEREFORE, BE IT RESOLVED the Board of Trustees hereby finds, determines, and declares as follows:

Section 1. In accordance with AB 2031 and PCC 20111.6, the Board of Trustees (Board) establishes the use of Quality Bidders, a prequalification program for construction contracts awarded on or after January 1, 2014 that receive funding pursuant to the Leroy F. Greene Act or any funds from any future state

school bond and involves a projected expenditure of one million dollars (\$1,000,000) or more, (Prequalification Program).

Section 2. In accordance with AB 2031 and PCC 20111.6, the District adopts the Quality Bidders Uniform System of allocating points set forth in the document attached hereto as Exhibit "B" with respect to the District's review of any submitted Quality Bidders questionnaires. Any potential bidder who submits a questionnaire that does not meet the criteria set forth in the on-line questionnaire shall be considered not qualified and rejected.

Section 3. The questionnaire shall be completed by any potential bidder in conformance with AB 2031 and PCC 20111.6.

Section 4. With respect to construction contracts awarded on or after January 1, 2014 that receive funding pursuant to the Leroy F. Greene Act or any funds from any future state school bond and involves a projected expenditure of one million dollars (\$1,000,000.00) or more, each prospective bidder must be prequalified in conformance with the Prequalification Program prior to submitting a bid.

Section 5. In submitting any bids for construction contracts awarded on or after January 1, 2014 that receive funding pursuant to the Leroy F. Greene Act or any funds from any future state school bond and involves a projected expenditure of one million dollars (\$1,000,000) or more, and any future projects that require prequalification of contractors, the District will furnish each prospective bidder a standardized proposal form that when completed and executed, will constitute such potential bidder's bid ("Proposal").

Section 6. A Proposal shall not be accepted from any person or other entity for any construction contracts awarded on or after January 1, 2014 that receive funding pursuant to the Leroy F. Greene Act or any funds from any future state school bond and involves a projected expenditure of one million dollars (\$1,000,000.00) or more who: (1) has not submitted a questionnaire at least ten (10) business days prior to the date fixed for the public opening of the seal bids for such construction contract in accordance with AB 2031 and PCC 20111.6(f), or (2) who has not been prequalified for at least five (5) business days prior to the public opening of seal bids for such contract, in accordance with PCC 20111.6(f).

Section 7. Once prequalified pursuant to this section, such prequalification shall be valid for up to one (1) calendar year following the date of initial prequalification.

Section 8. The Board hereby delegates to the Chief Business Official the authority to determine whether a potential bidder shall be considered prequalified.

Section 9. The Board hereby delegates to the District's Superintendent or his/her designee, the authority to hear and oversee prequalification determination appeals.

APPROVED, PASSED, AND ADOPTED by the Board of Trustees of the Rio School District, on this 20th day of February, 2019 by the following vote:

AYES: 4

NOES: 0

ABSTENTIONS: 0

ABSENT: 1 Trustee Martinez - Cortes

Attest:


Clerk of the Board of Trustees
Rio School District

A handwritten signature in black ink, appearing to be 'R. C. ...', written over a horizontal line.

President of the Board of Trustees
Rio School District

Rio Pre-Qualification Questionnaire

The following documents/information are needed to complete this application. To expedite the process please collect these documents/information to have on hand before you begin.

- Your most current Audited or Reviewed Financial Statement, unless you are a certified Small Business and choose not to submit financials (In this case, you MUST have public education projects to list as references in Step 4).
- A current letter from your insurance broker verifying the immediate prior 5 years of Workers' Compensation insurance coverage. If you have any gap(s) in coverage, the letter must include an explanation/reason for the gap(s).
- A current letter from your insurance broker stating your EMR rates for the past 3 years. Alternatively, you may submit a current Risk Summary Report from WCIRB.
- Reference projects in Step 4 must include Original and Total values of construction, Original and Actual dates of completion, as well as verifiable contact names, numbers and emails. (Reference contacts cannot be anyone from your own company.)
- Step 5 includes a list of Districts to which you may wish to apply. Some of these Districts have additional requirements with documents and/or information which will need to be uploaded. Please pay special attention to any additional requirements which will appear at the bottom of Step 5 once Districts are selected.
- ALSO: Quality Bidders will make all efforts to keep you up to date regarding the status of your application via email. However, please monitor your application's status on your Quality Bidders page or via Step 5 of the application.

Contractor Information

Firm Name *

Contact Person *

Address *

Phone Number *

Fax Number

Email address *

License Number *

[Check License](#)

- **NOTE: After Entering Contractor License Number use "Check License" link to navigate to CSLB website and confirm name and license information. Select at least one license classification"**
- **NOTE: Please enter all license classifications listed on CSLB. If you do not wish to use a particular license please state so in the license comments section. (If you choose to not use a license on this application, that license classification will be unavailable to use for the 1-year life span of this application.)**

License Classifications

Classification *

ADD LICENSE CLASSIFICATION

License Comments (include information about C61-Specialty if relevant)

Business Certifications

Select at least one business certification*

* At least one selection must be made

- Minority Business (MBE) Disadvantaged Business (DBE) Disabled Veteran Business (DVBE)
 Women Owned Business (WBE) Small Business (SBE) None

Qualification

Yes No

Does Contractor possess a valid and current California Contractor's license for the project or projects for which it intends to submit a bid?*

Yes No

Does Contractor have a liability insurance policy in accordance with minimum State requirements?*

Amount of coverage\$

Yes No

Does Contractor have current workers compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et seq.?

Yes No

Has your firm or any of its owners or officers ever been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?*

Yes No

Has any contractor's license held by your firm, or its responsible managing employee ("RME") or responsible managing officer ("RMO") been suspended or revoked at any time in the last five years?*

Yes No

Has your firm registered using the [Department of Industrial Relation's Public Works Contractor Online Application System](#) as required by SB 854 (CA Labor Code Section 1725.5)?*

- NOTE: The date must be formatted 06/30/20XX.

Contractor Registration Number *

Expiration Date *

General Requirements Business Structure

Select Business Type *

Business Information

Please upload a copy of your latest reviewed or audited financial statement with accompanying notes and supplemental information. (Public Contract Code section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is no more than 25 percent of the qualifying amount provided in section 14837(d)(1). As of January 1, 2001, the qualifying amount is \$15 million, and 25 percent of that amount, therefore, is \$3.5 million) Note: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be uploaded; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement*

By checking this box, I certify that my business qualifies as a small business as defined in GC 14837(d)(1) and am exempt from this requirement.

- **NOTE: If you check the box indicating you are a small business and your average gross revenue provided in Step 3 is greater than 15 million you must upload a document certifying your small business status.**
- **NOTE: Public Education projects are required in Step 4 if you are submitting as a small business. If you do not have Public Education project history, then you need to submit Reviewed or Audited Financials in Step 2 even though you are a small business.**
* At least 1 financial statement must be added below

Financial Statements
ADD FINANCIAL STATEMENT

Yes No

Has your firm or any firm with which any of your company's owners, partners or members was associated, ever been disbarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?*

Yes No

Has your firm ever been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?*

The following three questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about pass-through

disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

Yes No

Has any claim against your firm concerning your firm's work on a Construction project ever been filed in court or arbitration?*

Yes No

Has your firm ever filed a claim in court or arbitration against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?*

Yes No

Has your firm had a contract for a public work of improvement that was terminated for cause by a public agency? Note: you need not answer yes if the public entity terminated the contract for convenience.*

Yes No

Has your firm ever agreed with a public entity that your firm would not bid on future projects advertised by the public entity for a specified period of time?*

Yes No

Has any surety company ever made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?*

Yes No

Has your firm or any of its owners, partners or members ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?*

Yes No

Has your firm or any of its owners, partners or members ever been convicted of a crime involving any federal, state, or local law related to construction?*

Yes No

Has your firm or any of its owners, partners or members ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?*

Yes No

Within the last five years, has your firm been denied bond coverage by a surety company, or has there been a period of time when your firm had no surety bond in place during a public construction project when one was required?*

Yes No

Within the last five years has there been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?*

History and Performance
Company History

Yes No

Has there been any change of more than 10 percent in ownership of the firm at any time during the last three years? Note: A corporation whose shares are publicly traded is not required to answer this question.*

Yes No

Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?*

Yes No

Are any corporate officers, partners or members connected to any other construction firms?*

State your firm's gross revenues for each of the last three years. If your firm has not been in business for three years, enter \$0 for the gross revenue amount of prior years. Press the ADD button to add revenues for each year.*

- NOTE: Current gross revenue entered into dropdown below must match the number provided in attached Financial Statement.

* At least 3 entries must be added below

Gross Revenues

ADD GROSS REVENUE YEAR/AMOUNT

How many years has your organization been in business in California as a contractor under your present business name and license number?*

Yes No

Is your firm currently the debtor in a bankruptcy case? If so, please upload a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed*

Yes No

Was your firm in bankruptcy at any time during the last five years? if so, please upload a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and please attach a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued*

Licenses

If any of your firm's license(s) are held in the name of a corporation, partnership, or limited liability company, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license

- NOTE: Unless you are listed on CSLB as a "Sole Owner" you must provide the name of any Individual listed as a license holder on CSLB under Personnel Currently Associated with License.

--	--

Yes No

Has your firm changed names or license number in the past five years?*

Yes No

Has any owner, partner, member or (for corporations or limited liability companies) officer of your firm operated a construction firm under any other name in the last five years?*

- NOTE: Quality Bidders will be verifying all personnel connections of active and inactive licenses listed on CSLB.

Disputes

Yes No

At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?*

Yes No

In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?*

Yes No

In the last three years has your firm held a public works contract on which more than three (3) stop payment notices were served against your firm?*

Bonding

Firm's current maximum bonding capacity *\$

Provide the name and address of your bonding company.*

Yes No

Was your firm required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years?*

List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds*

Compliance

Yes No

Has CAL OSHA cited and assessed penalties against your firm for any serious, willful or repeat violations of its safety or health regulations in the past five years?*

Yes No

Has the Federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?*

Yes No

Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?*

How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?*

List your firm's Experience Modification Rate (EMR) (California workers compensation insurance) for each of the past three premium years. Press the 'Add EMR Rate' button to add each year and rate.*

*** At least 3 entries must be added below**

EMR Rates
ADD EMR RATE

Please upload a copy of your most recent EMR letter(s)*

- **NOTE: A Risk Summary Report will also be accepted for EMR rates. The Workers' Compensation Insurance Rating Bureau Phone# is 415-777-0777 or use link <https://www.wcirb.com> to request a Risk Summary Report.**

*** At least 1 EMR Letter must be added below**

Verification of EMR Rates

Please upload a letter (or letters) from your broker that verifies your EMR rates for last three years.

ADD EMR LETTER

Yes No

Has there been an occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws? NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor*

Yes No

During the last five years, has there been an occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements?*

Yes No

At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?*

Recent Construction Projects
Project History

Provide the information requested below for the six largest public works projects for an educational institution and three largest private works of improvement on which you have completed your scope of work in the last five years. If you do not have six projects in education, list those first then all other public works. If you are a general contractor, list projects that your firm performed as the general contractor in charge of all trades for the construction of a building. If you are a M/E/P contractor, list your largest projects in both categories. "Largest" means highest contract dollar value, including change orders. Reference names and phone numbers must be current and verifiable. Provide email addresses for all references where feasible. Press the ADD PROJECT button to add detailed information about each relevant project your company has worked on.*

*** At least 6 entries must be added below**

Project	
Project Name *	<input type="text"/>
Project type *	<input type="text"/>
Location *	<input type="text"/>
Owner *	<input type="text"/>
Owner Contact (Name and Current Phone #) *	<input type="text"/>
Owner Contact Email *	<input type="text"/>
Architect or Engineer *	<input type="text"/>
Architect or Engineer Contact (Name and Current Phone #) *	<input type="text"/>
Architect or Engineer Contact Email	<input type="text"/>
Construction Manager *	<input type="text"/>
Construction Manager Contact (Name and Current Phone #) *	<input type="text"/>
Construction Manager Contact Email	<input type="text"/>
Description of Project, Scope of Work Performed *	<input type="text"/>
Total Value of Construction (including change orders) *\$	<input type="text"/>
Original Value of Construction *\$	<input type="text"/>
Original Scheduled Completion Date *	<input type="text"/>
Time Extensions Granted (# of Days) *	<input type="text"/>
Actual Date of Completion *	<input type="text"/>
REMOVE	
ADD PROJECT	

Finish

District Selection

Select at least one district to send this application to. When the application is submitted each district that is selected below will receive an email notifying them of your application.

NOTE: It is most efficient to submit one application and have it progress all the way to the District prior to submitting multiple applications. Once an application is finalized, you can then copy the completed application and select the other Districts to which you would like to submit a prequalification application. Be sure to upload any additional District(s) requirements that might be listed under each District selected at the bottom of Step 5 after the District(s) is/are selected. Quality Bidders' personnel are available to help you with this process.

*** At least one district must be selected**

District Bakersfield City School District (Kern County Area) Briggs School District (Ventura County Area) Cajon Valley Union School District (San Diego County Area) Campbell Union High School District (Santa Clara County Area) Campbell Union School District (Santa Clara County Area) Central Union High School District (** GC and MEP ONLY ** Imperial County Area) Chino Valley Unified School District (San Bernardino County Area) Coalinga-Huron Unified School District (** Additional Requirements ** Fresno County Area) Compton Unified School District (Los Angeles County Area) Covina-Valley Unified School District (Los Angeles County Area) Cupertino Union School District (Santa Clara County Area) East Side Union High School District (** Additional Requirements ** San Jose County Area) El Centro Elementary School District (Imperial County Area) El Monte Union High School (Los Angeles County Area) Escondido Union School District (** GC and MEP ONLY ** San Diego County Area) Fairfield-Suisun Unified School District (** Additional Requirements ** Solano County Area) Folsom Cordova Unified School District (** Additional Requirements ** Sacramento County Area) Fountain Valley School District (Orange County Area) Franklin-McKinley School District (Santa Clara County Area) Fremont Unified School District (Alameda County Area) Fremont Union High School District (Santa Clara County Area) Grossmont Union High School District (San Diego County Area) Hollister School District (** Additional Requirements ** San Benito County Area) Imperial Unified School District (Imperial County Area) Jurupa Unified School District (Riverside County Area) Kern County Superintendent of Schools (Kern County Area) Kern High School District (Kern County Area) Lake Elsinore Unified School District (Riverside County Area) Lawndale Elementary School District (Los Angeles County Area) Little Lake City School District (Los Angeles County Area) Livermore Valley Joint Unified School District (Alameda County Area) Long Beach Unified School District (Los Angeles County Area) Mesa Union School District (Ventura County Area) Montebello Unified School District (Los Angeles County Area) Napa Valley Unified School District (Napa County Area) Natomas Unified School District (Sacramento County Area) Nevada Joint Union High School District (** GC and MEP ONLY ** Nevada County Area) Oak Park Unified School District (Ventura County Area) Oxnard School District (Ventura County Area) Palm Springs Unified School District (Riverside County Area)

Piedmont Unified School District (***) Additional Requirements (***) Alameda County Area)
 Redding/Shasta Union Elem/Igo-Ono-Platina USD (Shasta County Area) Rio School District (Ventura
 County Area) Riverside Unified School District (Riverside County Area) Roseville Joint Union
 High School District (Placer County Area) Sacramento City Unified School District (Sacramento
 County Area) Salinas Union High School District (Monterey County Area) San Carlos School
 District (San Mateo County Area) San Dieguito Union High School District (San Diego County Area)
 San Mateo Foster City School District (San Mateo County Area) Sanger Unified School District
 (Fresno County Area) Santa Clara Unified School District (Santa Clara County Area) Santa Cruz
 City Schools (Santa Cruz County Area) Santa Maria Joint Union High School District (***) GC and MEP
 ONLY (***) Santa Barbara County Area) Santa Monica-Malibu Unified School District (Los Angeles
 County Area) Selma Unified School District (Fresno County Area) Shasta Union High School
 District (Shasta County Area) Solana Beach School District (San Diego County Area) South Bay
 Union School District (San Diego County Area) Standard School District (Kern County Area)
 Sulphur Springs Union School District (***) GC and MEP ONLY (***) Los Angeles County Area) Sunnyvale
 School District (***) GC and MEP ONLY (***) Santa Clara County Area) Tahoe Truckee Unified School
 District (Placer County Area) Temecula Valley Unified School District (Riverside County Area)
 Twin Rivers Unified School District (***) Additional Requirements (***) Sacramento County Area) Val
 Verde Unified School District (Riverside County Area) Vista Unified School District (San Diego County
 Area) Walnut Valley USD (Los Angeles County Area) Washington Unified School District (***)
 Additional Requirements (***) Sacramento County Area) Westside Union School District (Los Angeles
 County Area) Windsor Unified School District (Sonoma County Area)

Rio School District - Additional Requirements

Rio School District Additional Requirements

***** Please copy and paste these additional requirements to a separate document. Complete form in its entirety, using N/A where not applicable. Once completed, upload document and any attachments to the application in space provided.**

1. Have the firm's owners, officers, and/or principals ever been licensed under a different name or license number?

0 Yes 0 No

2. Are any of the firm's owners, officers, and/or principals connects with any other companies as a subsidiary, parent or affiliate?

0 Yes 0 No

3. Has any contractor's license held by your firm or licensed under a different name or license number with another firm, or its responsible managing employee (RME) or responsible managing officer (RMO), been reprimanded, suspended or revoked at any time in the last ten years by the California State Contractor's License Board?

0 Yes 0 No

4. In the past five (5) years has the firm, ever been involved in arbitration or mediation with a client?

0 Yes 0 No

- In each instance the firm has been involved, what was the outcome of each claim?

5. How many disputes (defined as arbitration, mediation and/or litigation) been resolved through written settlements in the last five (5) years?

6. Has your firm completed FEWER THAN five (5) school projects (K-12, community college or higher education) within the last three (3) years?

0 Yes 0 No

7. Within the last five (5) years, what percentage of your public contracts have results in lawsuits brought by suppliers, subcontractors, prime contractors, and/or owners against your firm?

Example: If your firm has engaged in 100 public contracts in the past 5 years, and it has had seven lawsuits brought by any of the above-mentioned parties, the proper response would be 7/100 or .07

ADD DOCUMENT

Quality Bidders Scoring Summary

To conduct pre-qualification of contractors, California requires the district school board to adopt a uniform rating system. The Quality Bidders application produces a score that can be used, along with financial statements, reference checks, and added district requirements, to aid and facilitate whatever uniform rating system the school board adopts.

Districts can modify the scale of individual questions if need be.

The Quality Bidders application is a five-step questionnaire:

- Step 1 is contractor information, certifications, and qualifications.
- Step 2 is general requirements. **Answers are scored.**
- Step 3 is history and performance. **Answers are scored.**
- Step 4 is recently completed projects and references.
- Step 5 is additional district requirements and certification/declaration that the responses are true and correct.

Colbi Technologies offers a premium service to conduct reference check interviews.

Only completed applications can be submitted.

Information Required to Submit Application (Step 1)

Contractor Information

Required	Firm Name
Required	Contact Person
Required	Address
Required	Phone Number
Required	Email Address
Required	License Number and Classification

Business Certifications

Required	Select at least one business certification: Minority Business (MBE), Disadvantaged Business (DBE), Disabled Veteran Business (DVBE), Women Owned Business (WBE), Small Business (SBE), None
-----------------	--

Required Response	Qualification (Questions)
Yes	Does Contractor possess a valid and current California Contractor's license for the project or projects for which it intends to submit a bid?
Yes	Does Contractor have a liability insurance policy in accordance with minimum State requirements? (Amount of Coverage)
Yes	Does Contractor have current workers compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et seq.?
No	Has your firm or any of its owners or officers ever been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
No	Has any contractor's license held by your firm, or its responsible managing employee (RME) or responsible managing officer (RMO), been suspended or revoked at any time in the last five years?
Yes	Has your firm registered using the Department of Industrial Relation's Public Works Contractor Online Application System as required by SB 854? (Contractor Registration Number & Expiration Date)

Prime Contractor Scoring Summary

135 available points
 passing requires 75%
 or 101.25 points

Category	Points Available
Qualification/Licenses	5
Business Information	50
Company History	15
Disputes	20
Bonding	5
Compliance	40

Prime Contractor Scoring Detail (Steps 1, 2, and 3)

Available	Qualification (5 points available)				
5	Has any contractor's license held by your firm, or its responsible managing employee (RME) or responsible managing officer (RMO), been suspended or revoked at any time in the last five years? <table border="1"> <tr> <td>5</td> <td>No</td> </tr> <tr> <td>0</td> <td>Yes</td> </tr> </table>	5	No	0	Yes
5	No				
0	Yes				
5	Has your firm or any firm with which any of your company's owners, partners or members was associated, ever been disbarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason? <table border="1"> <tr> <td>5</td> <td>No</td> </tr> <tr> <td>0</td> <td>Yes</td> </tr> </table>	5	No	0	Yes
5	No				
0	Yes				
5	Has your firm ever been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder? <table border="1"> <tr> <td>5</td> <td>No</td> </tr> <tr> <td>0</td> <td>Yes</td> </tr> </table>	5	No	0	Yes
5	No				
0	Yes				
5	Has any claim against your firm concerning your firm's work on a Construction project ever been filed in court or arbitration? <table border="1"> <tr> <td>5</td> <td>No</td> </tr> <tr> <td>0</td> <td>Yes</td> </tr> </table>	5	No	0	Yes
5	No				
0	Yes				
5	Has your firm ever filed a claim in court or arbitration against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration? <table border="1"> <tr> <td>5</td> <td>No</td> </tr> <tr> <td>0</td> <td>Yes</td> </tr> </table>	5	No	0	Yes
5	No				
0	Yes				
5	Has your firm had a contract for a public work of improvement that was terminated for cause by a public agency? Note: you need not answer yes if the public entity terminated the contract for convenience. <table border="1"> <tr> <td>5</td> <td>No</td> </tr> <tr> <td>0</td> <td>Yes</td> </tr> </table>	5	No	0	Yes
5	No				
0	Yes				

5	Has your firm or any of its owners, partners or members ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?	<table border="1"> <tr> <td style="width: 50px; text-align: center;">5</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: center;">0</td> <td style="text-align: center;">Yes</td> </tr> </table>	5	No	0	Yes						
5	No											
0	Yes											
5	Has your firm or any of its owners, partners or members ever been convicted of a crime involving any federal, state, or local law related to construction?	<table border="1"> <tr> <td style="width: 50px; text-align: center;">5</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: center;">0</td> <td style="text-align: center;">Yes</td> </tr> </table>	5	No	0	Yes						
5	No											
0	Yes											
5	Has your firm or any of its owners, partners or members ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?	<table border="1"> <tr> <td style="width: 50px; text-align: center;">5</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: center;">0</td> <td style="text-align: center;">Yes</td> </tr> </table>	5	No	0	Yes						
5	No											
0	Yes											
5	Within the last five years, has your firm been denied bond coverage by a surety company, or has there been a period of time when your firm had no surety bond in place during a public construction project when one was required?	<table border="1"> <tr> <td style="width: 50px; text-align: center;">5</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: center;">0</td> <td style="text-align: center;">Yes</td> </tr> </table>	5	No	0	Yes						
5	No											
0	Yes											
5	Within the last five years has there been a period when your firm had employees but was without workers compensation insurance or state-approved self-insurance? If No, please upload a statement by your current workers compensation insurance carrier that verifies periods of workers compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, upload a statement by your workers compensation insurance carrier verifying continuous workers compensation insurance coverage for the period that your firm has been in the construction business.)	<table border="1"> <tr> <td style="width: 50px; text-align: center;">5</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: center;">0</td> <td style="text-align: center;">Yes</td> </tr> </table>	5	No	0	Yes						
5	No											
0	Yes											
Available Company History (15 points available)												
5	How many years has your organization been in business in California as a contractor under your present business name and license number?	<table border="1"> <tr> <td style="width: 50px; text-align: center;">5</td> <td style="text-align: center;">Six years or more</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">Five years</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">Four years</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">Three years</td> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Two years or less</td> </tr> </table>	5	Six years or more	4	Five years	3	Four years	2	Three years	1	Two years or less
5	Six years or more											
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2	Three years											
1	Two years or less											
5	Is your firm currently the debtor in a bankruptcy case? If so, please upload a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed	<table border="1"> <tr> <td style="width: 50px; text-align: center;">5</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: center;">0</td> <td style="text-align: center;">Yes</td> </tr> </table>	5	No	0	Yes						
5	No											
0	Yes											

5 Was your firm in bankruptcy at any time during the last five years? if so, please upload a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and please attach a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued

5	No
0	Yes

Available Disputes (20 points available)

5 At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

5	No
0	Yes

5 In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

5	No
0	Yes

5 In the last three years has your firm held a public works contract on which more than three (3) stop payment notices were served against your firm?

5	No
0	Yes

5 Did any Stop Payment Notice result in a claim against your Payment Bond?

5	No
0	Yes

Available Bonding (5 points available)

5 Was your firm required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years?

5	No
5	Less than 1%
4	1 - 1.25%
3	1.26 - 1.5%
0	Greater than 1.5%

Available Compliance (40 points available)

5 Has CAL OSHA cited and assessed penalties against your firm for any serious, willful or repeat violations of its safety or health regulations in the past five years?

5	No
0	Yes

5 Has the Federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

5	No
0	Yes

5	<p>Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?</p> <table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">5</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: center;">0</td> <td style="text-align: center;">Yes</td> </tr> </table>	5	No	0	Yes																
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5	<p>Has there been an occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws? <i>NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.</i></p> <table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">5</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: center;">0</td> <td style="text-align: center;">Yes</td> </tr> </table>	5	No	0	Yes																
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5	No																				
5	Yes, 1–2 instances																				
3	Yes, 3 instances																				
0	Yes, 4+ instances																				

Sub Contractor Scoring Summary

	Category	Points Available
70 available points passing requires 75% or 52.5 points	Company History	15
	Disputes	15
	Compliance	40

Sub-Contractor Scoring Detail (Steps 2 and 3)

Available	Company History (15 points available)										
5	<p>How many years has your organization been in business in California as a contractor under your present business name and license number?</p> <table border="1"> <tr><td>5</td><td>Six years or more</td></tr> <tr><td>4</td><td>Five years</td></tr> <tr><td>3</td><td>Four years</td></tr> <tr><td>2</td><td>Three years</td></tr> <tr><td>1</td><td>Two years or less</td></tr> </table>	5	Six years or more	4	Five years	3	Four years	2	Three years	1	Two years or less
5	Six years or more										
4	Five years										
3	Four years										
2	Three years										
1	Two years or less										
5	<p>Is your firm currently the debtor in a bankruptcy case? If so, please upload a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed</p> <table border="1"> <tr><td>5</td><td>No</td></tr> <tr><td>0</td><td>Yes</td></tr> </table>	5	No	0	Yes						
5	No										
0	Yes										
5	<p>Was your firm in bankruptcy at any time during the last five years? if so, please upload a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and please attach a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued</p> <table border="1"> <tr><td>5</td><td>No</td></tr> <tr><td>0</td><td>Yes</td></tr> </table>	5	No	0	Yes						
5	No										
0	Yes										
Available	Disputes (15 points available)										
5	<p>At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?</p> <table border="1"> <tr><td>5</td><td>No</td></tr> <tr><td>0</td><td>Yes</td></tr> </table>	5	No	0	Yes						
5	No										
0	Yes										
5	<p>In the last three years has your firm held a public works contract on which more than three (3) stop payment notices were served against your firm?</p> <table border="1"> <tr><td>5</td><td>No</td></tr> <tr><td>0</td><td>Yes</td></tr> </table>	5	No	0	Yes						
5	No										
0	Yes										
5	<p>Did any Stop Payment Notice result in a claim against your Payment Bond?</p> <table border="1"> <tr><td>5</td><td>No</td></tr> <tr><td>0</td><td>Yes</td></tr> </table>	5	No	0	Yes						
5	No										
0	Yes										

Available	Compliance (40 points available)								
5	<p>Has CAL OSHA cited and assessed penalties against your firm for any serious, willful or repeat violations of its safety or health regulations in the past five years?</p> <table border="1"> <tr> <td>5</td> <td>No</td> </tr> <tr> <td>0</td> <td>Yes</td> </tr> </table>	5	No	0	Yes				
5	No								
0	Yes								
5	<p>Has the Federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?</p> <table border="1"> <tr> <td>5</td> <td>No</td> </tr> <tr> <td>0</td> <td>Yes</td> </tr> </table>	5	No	0	Yes				
5	No								
0	Yes								
5	<p>Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?</p> <table border="1"> <tr> <td>5</td> <td>No</td> </tr> <tr> <td>0</td> <td>Yes</td> </tr> </table>	5	No	0	Yes				
5	No								
0	Yes								
5	<p>How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?</p> <table border="1"> <tr> <td>5</td> <td>Weekly</td> </tr> <tr> <td>4</td> <td>Monthly</td> </tr> <tr> <td>2</td> <td>Quarterly</td> </tr> <tr> <td>0</td> <td>Other</td> </tr> </table>	5	Weekly	4	Monthly	2	Quarterly	0	Other
5	Weekly								
4	Monthly								
2	Quarterly								
0	Other								
5	<p>List your firm's Experience Modification Rate (EMR) (California workers compensation insurance) for each of the past three premium years. Press the 'Add EMR Rate' button to add each year and rate.</p> <table border="1"> <tr> <td>5</td> <td>EMR 0.95 or less</td> </tr> <tr> <td>3</td> <td>EMR 0.96 – 1.00</td> </tr> <tr> <td>0</td> <td>EMR 1.01 and up</td> </tr> </table> <p><i>*Score based on worst EMR rate.</i></p>	5	EMR 0.95 or less	3	EMR 0.96 – 1.00	0	EMR 1.01 and up		
5	EMR 0.95 or less								
3	EMR 0.96 – 1.00								
0	EMR 1.01 and up								
5	<p>Has there been an occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws? <i>NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.</i></p> <table border="1"> <tr> <td>5</td> <td>No</td> </tr> <tr> <td>0</td> <td>Yes</td> </tr> </table>	5	No	0	Yes				
5	No								
0	Yes								
5	<p>During the last five years, has there been an occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements?</p> <table border="1"> <tr> <td>5</td> <td>No</td> </tr> <tr> <td>0</td> <td>Yes</td> </tr> </table>	5	No	0	Yes				
5	No								
0	Yes								

5

At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

<i>If average gross revenues are less than \$2 million</i>	
5	No
5	Yes, 1-2 instances
2	Yes, 3 instances
0	Yes, 4+ instances
<i>If average gross revenues are more than \$2 million</i>	
5	No
5	Yes, 1-2 instances
3	Yes, 3 instances
0	Yes, 4+ instances

Bio- Additional Requirements Score Sheet

Question	Score	Rubric
1		-
2		-
3		(Yes = no points / No = 5 points)
4		-
5		(Points > 3 = 0 points, 1-3 = 3 points, 0 = 6 points)
6		(Yes = no points / No = 5 points)
7		(Points > 2 = 0 points , .01 to 1= 3 points, 0 = 7 points)

TOTAL 0

Application Possible Score

Application Final Score

NEW SCORE 0%

Instructions: Fill in the gold cells from Step 5 of the application. Copy A1 thru B15 and paste it into

|

the district notes.

**‘EXHIBIT B’
RIO SCHOOL DISTRICT
PREQUALIFICATION APPEAL PROCESS**

Appeal Procedures

Contractors will be allowed to appeal a negative pre-qualification determination in accordance with California Public Contract Code §20101(d). There is no appeal from a refusal for an incomplete or late application. Without a timely appeal, the Contractor waives any and all rights to challenge the decision of the District, whether by administrative process, judicial process or any other legal process or proceeding.

In conjunction with this Pre-Qualification Policy, the District hereby establishes a Bidder Pre-Qualification Appeals Panel (“Appeals Panel”), consisting of the following three members, or their designee(s):

The District’s Executive Director Facilities Management
The District’s Director of Purchasing
A member of an outside agency

The sole issue before the Appeals Panel shall be the scoring of a Contractor. The decision of the Appeals Panel shall be the District’s final administrative decision.

The date for submission and opening of bids for a specific project will not be delayed or postponed to allow for completion of an appeal process.

Process:

- 1) Prior to disqualifying a contractor, the District shall serve written notice on the contractor:
 - a. Setting forth the reasons for the disqualification.
 - b. Indicating that the contractor will be afforded an opportunity to appeal the disqualification as outlined below. Effective notice shall be accomplished by certified mail, return receipt requested, to the last known address of the contractor, or the contractor's agent for service of process, or any of its principal officers, partners, owners or affiliated.

- 2) The contractor shall submit his appeal in writing with the Executive Director Facilities Management no later than 4:00 p.m. of the FIFTH business day following the day on which the notice of rejection was mailed to the contractor.

- 3) The District shall act upon properly filed requests within ten calendar days from the date of receipt of such request. If, after review, the District again rejects the contractor's application, the contractor may request an administrative hearing with the panel.

4) At the hearing, the contractor may present oral testimony concerning the contractor's capability and responsibility. The District shall notify the contractor of his decision within five business days following the hearing. The decision of the panel is final.

A contractor, who is denied prequalification, shall be disqualified in the same type of work or category of value for a period of one year thereafter.

Appeal of Prequalified Limit

Contractors who received a lower approval limit than expected (please be sure to review the approval limit guidelines) may appeal if they meet the following criteria:

1. They are currently performing work at the Rio School District
2. The project(s) is more than 50% complete.
3. The work is being performed in a satisfactory manner (on schedule and on budget)
4. The Contractor has a good performance history within the district.

To file an appeal, please submit your request in writing along with documentation to support the above criteria to Wael Saleh (wsaleh@rioschools.org).

The appeal will be reviewed within five days of submission. The decision of the District is final.



Agenda Item Details

Meeting Mar 20, 2019 - RSD Regular Board Meeting

Category 9. Discussion/Action

Subject 9.4 2019/2020 Academic Calendar

Access Public

Type Action

Fiscal Impact No

Recommended Action It is recommended the board take action and approve the 2019/2020 academic calendar.

Goals

- Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.
- Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.
- Goal 3-Create welcoming and safe environments where students attend and are connected to their school
- Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.
- Goal 1-Improved student achievement at every school and every grade in all content areas

Public Content

Speaker: Carolyn Bernal

Rationale:

The 2019/2020 academic calendar is presented for approval. The calendar has been negotiated and approved by both RTA and CSEA. With tonight's approval the calendar will be finalized and prepared to share with parents, staff and the community.

Administrative Content

Executive Content

RIO SCHOOL DISTRICT ACADEMIC CALENDAR 2019/2020

2500 Vineyard Avenue, Oxnard, California 93036
 (805) 485-3111 FAX (805)981-7746 www.rioschools.org

AUGUST					3
Mo	Tu	We	Th	Fr	
			1	2	
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

23, 26, 27 - Teacher Work Day/No School
 28 - First Day of School/K-8 Mini Day

JANUARY					19
Mo	Tu	We	Th	Fr	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30	31	

1 - Holiday/No School
 2-3 - Non-Student Days
 6 - Students Return
 20 - Holiday/No School
 31 - K-5 Minimum Day

SEPTEMBER					20
Mo	Tu	We	Th	Fr	
2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30					

2 - Holiday/No School
 27 - K-5 Minimum Day

FEBRUARY					18
Mo	Tu	We	Th	Fr	
3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	

3 - Holiday/No School
 17 - Holiday/No School
 28 - K-5 Minimum Day

OCTOBER					23
Mo	Tu	We	Th	Fr	
	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30	31		

3, 4 - K-5 Minimum Day/Parent Conferences
 31 - K-5 Minimum Day

MARCH					22
Mo	Tu	We	Th	Fr	
2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30	31				

11-13 K-5 Mini Day/Parent Conf.
 27 - K-5 Minimum Day

NOVEMBER					14
Mo	Tu	We	Th	Fr	
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

1 - Teacher Work Day/No School
 11 - Holiday/No School
 18-22 - K-5 Minimum Days/Parent Conferences
 25-27 Non-Student Days
 28, 29 - Holiday/No School

APRIL					12
Mo	Tu	We	Th	Fr	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30		

6-9 - Non-Student Days
 10 - Holiday/No School
 13-17 - Non-Student Days

DECEMBER					15
Mo	Tu	We	Th	Fr	
2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30	31				

20 - K-8 Minimum Day
 24-26, 31 - Holiday/No School
 23, 27, 30 - Non-Student Days

MAY					20
Mo	Tu	We	Th	Fr	
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

25 - Holiday/No School
 29 - K-5 Minimum Day

- Holiday-No School
- K-5 Minimum Days
- K-8 Minimum Day
- 6-8 Minimum Day
- Non-Student Days
- Teacher Work Days/ No School

JUNE					14
Mo	Tu	We	Th	Fr	
1	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30				

18 - Last Day of School/K-8 Mini Day
 19 - Teacher Work Day

Elementary End of Trimester Dates
 Nov. 15 - End of Trimester 1 (55 days)
 March 6 - End of Trimester 2 (62 days)
 June 18 - End of Trimester 3 (63 days)

Middle School End of Trimester Dates
 Dec. 6 - End of Trimester 1 (65 days)
 March 20 - End of Trimester 2 (62 days)
 June 18 - End of Trimester 3 (53 days)

DRAFT

9.5

**Agenda Item Details**

Meeting	Mar 20, 2019 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.5 Approval of the 2018/2019 Second Interim Budget
Access	Public
Type	Action
Fiscal Impact	Yes
Budgeted	Yes
Recommended Action	It is recommended that the Second Interim Budget be approved for 2018/2019.

Public Content

Speaker:
Wael Saleh

Rationale:

AB 1200 requires that school district provide ongoing updates to their fiscal integrity no less than twice each school year following adoption of the budget. Commonly referred to as "interim budget reports," the primary purpose is to ensure that Boards of Education are kept abreast of the changing nature of the district finances and more importantly, to ensure that the district has sufficient financial reserves to complete the current fiscal year as well as two subsequent years.

The Second Interim Budget report includes updated LCFF revenue projections for assumptions from the Governor's 2019-20 budget proposal. The business department also updated revenues for 2018-19 to include one-time revenues from the MAA program that were received. Finally, the district made adjustments in expense forecasts based on experience through January 31, 2019.

This budget is showing a positive budget certification, meaning that the district will be able to meet its fiscal obligations for the current year and the following two fiscal years.

The Report will be under separate cover.

Administrative Content**Executive Content**

10.2



Agenda Item Details

Meeting Mar 20, 2019 - RSD Regular Board Meeting

Category 10. Consent

Subject 10.2 Approval of the Minutes of the Regular Board Meeting of February 20, 2019

Access Public

Type Minutes

Minutes [View Minutes](#) for Feb 20, 2019 - RSD Regular Board Meeting

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content



**Rio School District
Minutes
Regular Board Meeting
February 20, 2019
Office of Student and Family Services
3300 Cortez Street
Oxnard, CA 93036
Closed Session: 5:30 p.m.
Open Session: 6:30 p.m.**

Members present

Eleanor Torres, Edith Martinez-Cortes, Felix Eisenhauer, Linda Aguilar, Joe Esquivel

1. Open Session 5:30 p.m.

1.1 Call to Order

President Esquivel called the meeting to order at 5:02 p.m.

1.2 Pledge of Allegiance

President Esquivel led the flag salute.

1.3 Roll Call

Trustee Aguilar called the roll. All present Trustee Martinez- Cortes arrived at 5:12 p.m.

2. Approval of the Agenda

2.1 Agenda Correction, Additions, Modifications

President Esquivel stated that item 9.2 Transportation Report will tabled until the Special Board Meeting of February 27, 2019.

2.2 Approval of the Agenda

Staff recommends approval as presented

Motion by Felix Eisenhauer, second by Joe Esquivel.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Felix Eisenhauer, Linda Aguilar, Joe Esquivel

Not Present at Vote: Edith Martinez-Cortes

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.

There were no public comments on closed session items. President Esquivel adjourned the meeting into closed session at 5:12 p.m.

4. Closed Session-To respect the public's time, the board will use its best efforts to start the open session promptly at 6:30 p.m. If the closed session discussion is not completed by 6:30 p.m., the board will end the closed session and continue all unfinished business to a second closed session. The second closed session will begin promptly at the conclusion of the open session. The board will inform the public which, if any, closed session matters have been continued to the end of the open session meeting. If the board holds a second closed session, the board will reconvene in open session to report any action taken by the board.

4.1 Conference with legal counsel - anticipated litigation. Significant exposure to litigation, pursuant to Gov. Code 54956.9(d) (2). Number of cases: 1

4.2 Conference with legal counsel - anticipated litigation. Initiation of litigation, pursuant to Gov. Code 54956.9(d) (4). Number of cases: 1

4.3 Conference with Real Property Negotiators, pursuant to Government Code 54956.8 Property: 1800 North Solar Drive, Oxnard, CA 93030 (Ventura County Assessor Parcel No. 213-0-070-045) Agency Negotiators: Dr. John Puglisi, Superintendent, and Joel Kirschenstein, Sage Realty Group Negotiating Parties: Thatch, Inc. and Oxnard Union High School District Under negotiation: Price and terms of payment.

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

4.5 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

4.6 Public Employee Discipline/Dismissal/Release [Government Code 54957]

4.7 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2018/2019 and 2019/2020

5. Reconvene Open Session 6:30 p.m.

5.1 Report of Closed Session

President Esquivel reconvened the meeting at 6:51 p.m. President Esquivel reported the following action took place during closed session:

On a vote of 5-0, the Governing Board to action to non-reelect and to provide notice pursuant to EC 44929.21 to employee numbers:

3383

3205

2501

3193

2923

2966
0316

6. Presentations/Recognitions

6.1 Recognition on the River

Superintendent Puglisi and Carolyn Bernal, Director of Human Resources, presented the Recognition on the River Awards to staff and community members.

6.2 Recognition of the Loyola Marymount University Alma Flor Ada Social Justice Award

Dr. Maria Hernandez, Principal Rio Real Dual Immersion Academy, acknowledged Ms. Margarita Mosqueda who was awarded the Loyola Marymount University Alma Flor Ada Social Justice Award.

6.3 Recognition of Measure L Treasurer

Ms. Wanda Kelly presented Ms. Kim Dawson with a special recognition for her role as treasure for the Measure L committee.

7. Communications

7.1 Acknowledgement of Correspondence to the Board

There was no written correspondence to the board.

7.2 Board Member Reports

There were no board member reports.

7.3 Organizational Reports-RTA/CSEA/Other

Organizational reports were heard from Annie Graton, RTA Vice President.

7.4 Superintendent Report

Superintendent Puglisi updated the governing board on the Master Plan and the Thrive Conference.

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.

Public comments were heard from Martha Neary.

8. Information

8.1 Business Services Report

Mr. Wael Saleh, Assistant Superintendent of Business Services, introduced Lacey Piper, Director of Child Nutrition Services. Ms. Piper presented a Food Services report.

8.2 Educational Services Report

Mr. Oscar Hernandez, Assistant Superintendent of Educational Services provided an update on:

1. Common Formative Assessment and Results
2. Upcoming March Single Plan for Student Achievement

9. Discussion/Action

9.1 California School Board Association Updated Board Policies

Staff recommends approval of the Second Reading of the CSBA Board Policies.

Motion by Felix Eisenhauer, second by Joe Esquivel.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Felix Eisenhauer, Linda Aguilar, Joe Esquivel

Not Present at Vote: Edith Martinez-Cortes

9.2 Transportation Plan

This item was tabled to the Special Board Meeting on February 27, 2019.

9.3 Variable Term Waiver

It is recommended that the Governing Board approve this action item for the Variable Term Waiver as described under Ed Code T580021.1 & EC 44252(b) for Ms. Samantha Vega-Flynn to serve Special Education Preschool Students for the 2018/2019 school year beginning 1/7/2019 at Rio Rosales Elementary School.

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Felix Eisenhauer, Linda Aguilar, Joe Esquivel

Not Present at Vote: Edith Martinez-Cortes

9.4 New Job Description - Construction Manager

Trustee Esquivel made a motion to bring back the job description for Construction Manager to the March 20, 2019 regular board meeting with more information.

Motion by Joe Esquivel, second by Edith Martinez-Cortes.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Felix Eisenhauer, Linda Aguilar, Joe Esquivel

Not Present at Vote: Edith Martinez-Cortes

9.5 Appointment of Measure L Citizen's Oversight Committee

It is recommended that Resolution No. 1819/14 be approved with the first 6 persons list into membership and continue to pursue members in the category of Business of Agriculture and Bona Fide Taxpayer Organization.

Motion by Joe Esquivel, second by Eleanor Torres.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Aguilar, Joe Esquivel

No: Felix Eisenhauer

Not Present at Vote: Edith Martinez-Cortes

9.6 Approve Resolution 1819/15 Selecting Quality Bidders (by Colbi Technologies) to Provide Software Services for Pre-Qualification of Contractors in Compliance with AB 1565 and AB 2031, Facilities and Technology Services (Bond Funded)

Rio approves Resolution 1819/15 contracting with Quality Bidders to provide this standardized pre-qualification application via an online system, in accordance with AB 2031 requirements. The annual service contract is for the amount of \$5,000 Dollars. The set-up fee is \$2,500, with a monthly invoiced cost of \$85 per hour to review; score and reference check each prospective bidder for Rio. The total cost of the contract will cost approximately \$15,000 a year.

Motion by Joe Esquivel, second by Felix Eisenhauer.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Felix Eisenhauer, Linda Aguilar, Joe Esquivel

Not Present at Vote: Edith Martinez-Cortes

10. Consent

10.1 Approval of the Consent Agenda

Staff recommends approval of the Consent Agenda as presented.

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Felix Eisenhauer, Linda Aguilar, Joe Esquivel

Not Present at Vote: Edith Martinez-Cortes

10.2 Approval of the Minutes of the Regular Board Meeting of January 19, 2019

10.3 Approval of the Minutes of the Special Board Meeting of February 6, 2019

10.4 Approval of the Donation Report

10.5 Approval of the Personnel Report

10.6 Authorization of Teaching Assignment – Speech & Hearing Therapy Services

10.7 Contract for Speech Pathologist Services

10.8 Ratification of the Commercial Warrant

10.9 Approval of Rio del Valle and Rio Vista School Field Trip to Washington D.C.

10.10 Approval of Low-Performing Student Block Grant

10.11 Approval of Form J-13A requesting Allowance of Attendance Because of Emergency Conditions

10.12 Approval of the Updated Preliminary Official Statement for the Rio School District's 2019 Measure L Bond

10.13 Designation of District Representatives to the Ventura County Schools Self-Funding Authority (VCSSFA)

10.14 Approval of Date Extension and Cost for United Site Services

10.15 Approval of Request for Bids for Prop 39 HVAC Replacement Projects at Rio Del Norte and Rio Rosales

10.16 Approval to grant permission to the Superintendent to accept and approve bids for Prop 39 HVAC replacement projects

10.17 Awarding the Bid for Caching Server

10.18 Approval of Change Order with Channel Islands Roofing

10.19 Approval of Change Order with Pierre Landscape

10.20 Approval of Change Order with Anderson Systems

10.21 Approval of Change Order for a Credit with Jr. Steel

11. Organizational Business

11.1 Future Items for Discussion

11.2 Future Meeting Dates: Special Board Meeting February 27, 2019

12. Adjournment

12.1 Adjournment

President Esquivel adjourned the meeting at 9:24 p.m.

Approved on this 20th day of March, 2019.

John Puglisi, Ph.D., Secretary

Date

Linda Aguilar, Clerk of the Board

Date

10.3



Agenda Item Details

Meeting Mar 20, 2019 - RSD Regular Board Meeting

Category 10. Consent

Subject 10.3 Approval of the Minutes of the Special Board Meeting of February 27, 2019

Access Public

Type Minutes

Minutes [View Minutes](#) for Feb 27, 2019 - RSD Special Board Meeting

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content



**Rio School District
Minutes
Special Board Meeting
February 27, 2019
Office of Student and Family Services
3300 Cortez Street
Oxnard, CA 93036
Closed Session: 5:30 p.m.
Open Session: 5:45 p.m.**

Members present

Eleanor Torres, Edith Martinez-Cortes, Linda Aguilar, Joe Esquivel

1. Preliminary Business- 5:30 p.m.

1.1 Call to Order-5:30 p.m.

President Esquivel opened the meeting at 5:32 p.m.

1.2 Pledge of Allegiance

Trustee Esquivel led the flag salute.

1.3 Roll Call

Trustee Aguilar called the roll; Trustee Eisenhower was absent.

2. Approval of the Agenda

2.1 Agenda corrections, additions, and modifications.

There were no corrections or amendments to the agenda.

2.2 Approval of the Agenda

Staff recommends approval as presented.

Motion by Eleanor Torres, second by Joe Esquivel.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Aguilar, Joe Esquivel

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.

There were no public comments on the closed session items.

President Esquivel adjourned the meeting into closed session at 5:35 p.m.

4. Closed Session-5:45 P.M.

4.1 Public Employee Appointment [Government Code 54957] Title: Principal and Principal on Special Assignment

4.2 Public Employee Discipline/Dismissal/Release [Government Code 54957]

5. Communications

5.1 Reconvene Open Session and Report of Closed Session

President Esquivel reconvened the meeting at 5:57 p.m. and reported the following action took place during closed session:

4.1 On a vote of 4-0 the Board took action to reassign and appoint Brenda Bravo as the Principal of Rio Plaza Elementary School and reassign and appoint Jake Waltrip as a Principal on Special Assignment effective February 28, 2019.

4.2 On a vote of 4-0, the board took action to non-reelect and to provide notice pursuant to EC 44929.21 to employee number 3196.

5.2 Public Comment Procedures for receiving communication from the public on topics that fall under the subject jurisdiction of the Governing Board. 1. Special Board Meeting - A member of the public may address the Governing Board on any item(s) on the agenda. (Each person speaking may not exceed a total of three minutes on each item). The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. These presentations are limited to three minutes or a total of twenty minutes.

Public comments were heard by Christie Hengler.

6. Information/Action

6.1 Transportation Plan Update- Wael Salah presented a brief update on the district transportation plan. More information will be provided at the next regularly scheduled board meeting.

6.2 Information Regarding Pending Contract with Balfour Beatty for the Completion of the Construction for Rio del Sol and Other Related Items

Superintendent Puglisi, and Dr. Joel Kirschenstein provided information to the Governing Board regarding various construction projects.

6.3 Approval of Quote from NSP3 for the construction and installation of a walkway cover at Rio Del Sol

It is recommended that the Board approve the Proposal from NSP3 for the walkway cover at Del Sol.

Motion by Eleanor Torres, second by Edith Martinez-Cortes.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Aguilar, Joe Esquivel

6.4 Master Planning Workshop

Superintendent Puglisi continued the workshop addressing Measure L priorities list from sites. Board members partake in an activity. Superintendent Puglisi suggested another workshop in March.

7. Consent

There were no items on the consent agenda.

8. Adjournment

8.1 Adjournment

President Esquivel adjourned the meeting at 7:49 p.m.

Approved on this 20th day of March, 2019.

John Puglisi, Ph.D., Secretary

Date

Linda Aguilar, Clerk of the Board

Date

10.4



Agenda Item Details

Meeting	Mar 20, 2019 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.4 Approval of the Donation Report
Access	Public
Type	Action (Consent)

Public Content

Speaker: Superintendent Puglisi

Rationale:

It is recommended the Governing Board accept the following donations:

Site	Donor	Use of Donation	Amount
Rio del Norte	Coca Cola	Incentives	29.55
Rio Real	Jacqueline Leal	Incentives	45.00
Rio Real	Tamara Bauer	Incentives	45.00
Rio Vista	Surfside Prints	Incentives	82.00

Administrative Content

Executive Content

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

10.5



Agenda Item Details

Meeting	Mar 20, 2019 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.5 March 2019 Personnel Report
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	It is recommended the board take action and approve the March 2019 personnel report as presented.
Goals	Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

Public Content

Speaker: Carolyn Bernal

Rationale: The March 2019 personnel report is presented for approval.

[March - PERS Report - March 20, 2019.pdf \(65 KB\)](#)

Administrative Content

Executive Content

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

RIO SCHOOL DISTRICT

March 20, 2019

Certificated Personnel Report

Certificated Management Appointment:

Morales Bravo, Brenda, Elementary Principal, Rio Plaza, (1.0) FTE, effective 2/28/2019

Certificated Resignation:

Dowey, Sara, Middle School Teacher, Rio Del Valle, (1.0) FTE, effective 6/14/2019

Granado, Gerrit, Middle School Teacher, Rio Del Valle, (1.0) FTE, effective 6/14/2019

Tillman, Erin, Middle School Teacher, Rio Del Valle, (1.0) FTE, effective 6/14/2019

Ulloa, Saul, Special Education Teacher, Rio Plaza, (1.0) FTE, effective 6/14/2019

Williams, Shalen, Middle School Teacher, Rio Del Valle, (1.0) FTE, effective 6/14/2019

Classified Personnel Report

Classified Involuntary Transfer:

Lopez, Jessica, from Instructional Assistant/SPED, (5.75)hrs, Rio Plaza, to Instructional Assistant/SPED, (5.75)hrs, Rio Rosales, effective 3/12/19.

Classified Ratification of Employment:

Bedia, Areli, Campus Supervision Assistant, (4) hours, Rio Plaza, effective 2/7/19

Burciaga, Alondra, After School Program Site Coordinator, (5.5) hours, Rio Rosales, effective 3/8/19

Solorzano Maria, Campus Supervision Assistant, (4.75) hours, Rio Lindo, effective 3/1/19

Classified Return from Leave of Absence:

Fernandez, Luisa, Library Clerk, (8)hrs, Rio Real, effective 3/25/19

10.6



Agenda Item Details

Meeting	Mar 20, 2019 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.6 Ratification of the Commercial Warrant
Access	Public
Type	Information

Public Content

Speaker:
Wael Saleh, Assistant Superintendent

Rationale:

The District processed payments to vendors since the last meeting of the Governing Board for a total amount of \$3,543,418.06 which include processing payments for all funds of the District in the following amounts for the period February 11, 2019 through March 6, 2019:

Fund 010 General Fund	\$2,283,658.06
Fund 130 Cafeteria Fund	\$228,963.95
Fund 211 Building Fund	\$999,487.08
Fund 251 Capital Facilities - Residential	\$1,609.50
Fund 402 Special Reserve for Capital Outlay	\$4,058.66
Fund 490 Capital Projects Fund for Blen	\$27,033.19
Less Unpaid Tax Liability	<u>-\$1,392.38</u>
Total:	\$3,543,418.06

[Commercial Warrant.pdf \(695 KB\)](#)

Administrative Content

Executive Content

ReqPay12a

Board Report

Checks Dated 02/11/2019 through 03/06/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
4009083294	02/28/2019	Jose Barrera OR CALIF. STATE DISBURSEMENT UNIT	Cancelled		544.00
Cancelled on 03/06/2019					
5009032748	02/11/2019	Mainzer, Dana	010-4300		873.71
5009032749	02/11/2019	Jule Avnit	211-5800		4,850.00
5009032750	02/11/2019	Ron O'Brien dba Bee Specialist	010-5620		160.00
5009032751	02/11/2019	Challenge Day	010-5800		871.86
5009032752	02/11/2019	GENA MATHWIN	010-4300		3,983.33
5009032753	02/11/2019	Diane DeLaurantis	010-5800		950.00
5009032754	02/11/2019	Global Equity Communications	010-5800		2,730.00
5009032755	02/11/2019	Grainger	010-4300	5,463.85	
			010-4325	618.88	
			130-4300	85.41	6,167.94
5009032756	02/11/2019	MAXIM STAFFING SOLUTIONS	010-5100	11,416.35	
			010-5800	8,312.00	20,728.35
5009032757	02/11/2019	PERFORMANCES TO GROW ON	010-5800		404.00
5009032758	02/11/2019	Hekar Rivera	010-5800		3,250.00
5009032759	02/11/2019	SCKC, INC.	010-5200		284.00
5009032760	02/11/2019	Underwood Family Farms	010-5800		510.00
5009032761	02/11/2019	We Say no School Tour, Inc	010-5800		525.00
5009032762	02/12/2019	Mathwin, Gena	010-4300		801.50
5009032763	02/12/2019	Abdellatif Enterprises	211-6201		67,532.65
5009032764	02/12/2019	AMAZON.COM CORPORATE CREDIT	010-4300		730.48
5009032766	02/12/2019	Apple Inc.	010-4300		2,693.81
5009032766	02/12/2019	AVID CENTER	010-5200		7,155.00
5009032767	02/12/2019	Benner and Carpenter Inc.	211-6140		5,201.25
5009032768	02/12/2019	C D W GOVERNMENT, INC.	010-4300	662.46	
			402-4400	2,816.10	3,478.56
5009032769	02/12/2019	Center Glass Co	211-6201		91,105.00
5009032770	02/12/2019	Earth Systems Consultants	211-6280		1,610.00
5009032771	02/12/2019	FOOD SHARE, INC.	010-4300		120.00
5009032772	02/12/2019	Luis Gerardo Guillen	010-5800		1,200.00
5009032773	02/12/2019	ETA Hand2mind	010-4300		172.29
5009032774	02/12/2019	HANGSAFE HOOKS	010-4300		1,537.13
5009032775	02/12/2019	HOME DEPOT CREDIT SERVICES	010-4300	.93	
			010-4325	.01	
			010-4335	.04	
			010-5630	.01	
			130-4300	.01	1.00
5009032776	02/12/2019	Houghton Mifflin Harcourt	010-4300		106.32
5009032777	02/12/2019	HELP/SYSTEMS LLC	010-5800		333.35
5009032778	02/12/2019	JOHNSTONE SUPPLY	010-4300		73.68
5009032779	02/12/2019	JPI Development Group Inc.	211-6201		712.50
5009032780	02/12/2019	Junior Steel Co.	211-6201		237,595.00
5009032781	02/12/2019	KENCO CONSTRUCTION SERVICES	211-6245		14,960.00
5009032782	02/12/2019	MAXIM STAFFING SOLUTIONS	010-5800		1,632.00

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Board Report

Checks Dated 02/11/2019 through 03/06/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009032783	02/12/2019	MJP COMPUTERS	010-4400	2,429.76	
			010-5800	6.00	2,435.76
5009032784	02/12/2019	PARADIGM HEALTHCARE SERVICES	010-5800		291.68
5009032785	02/12/2019	PDAP of Ventura County	010-5800		450.00
5009032786	02/12/2019	Radfall Company	211-6140		1,212.50
5009032787	02/12/2019	REPUBLIC ELEVATOR COMPNAY	010-5820		263.42
5009032788	02/12/2019	Ventura County SELPA	010-5800		40.00
5009032789	02/12/2019	Standard Drywall, Inc.	211-6201		219,869.35
5009032790	02/12/2019	Valencia Sheet Metal, Inc.	211-6201		8,364.40
5009032791	02/12/2019	Ventura County Office of Education	010-5200		15.00
5009032792	02/12/2019	Winsor Learning, Inc	010-4400	25,315.67	
			010-5800	4,532.00	29,847.67
5009032793	02/14/2019	SALLY ALVARADO	010-3710		2,172.00
5009032794	02/14/2019	SALLY ALVARADO	010-3710		2,172.00
5009032795	02/14/2019	Dominos Pizza	130-4710		6,102.76
5009032796	02/14/2019	Durham School Services	010-5800		1,094.20
5009032797	02/14/2019	Just Communities	010-5200		2,350.00
5009032798	02/14/2019	MJP COMPUTERS	010-4300	5,147.91	
			010-5610	665.54	5,813.45
5009032799	02/14/2019	Tri County Bread Service	130-4710		7,751.30
5009032800	02/14/2019	THE BERRY MAN, INC.	130-4710		13,335.18
5009032801	02/14/2019	Ventura County Office of Education	010-5200		40.00
5009032802	02/19/2019	Arellano, Leticia	010-5800		118.94
5009032803	02/19/2019	Fleming, Mery K	010-4300		31.94
5009032804	02/19/2019	Ivey, Teresa R	010-5200		305.08
5009032805	02/19/2019	LaMorena, Maristella S	010-5200		441.54
5009032806	02/19/2019	ALL-PHASE ELECTRIC SUPPLY	010-4300		1,538.72
5009032807	02/19/2019	ARC	402-5800		1,242.56
5009032808	02/19/2019	Aswell Trophy	010-4300		1,194.25
5009032809	02/19/2019	AVID CENTER	010-5200		599.00
5009032810	02/19/2019	BARON INDUSTRIES	010-4300		1,151.21
5009032811	02/19/2019	Ron O'Brien dba Bee Specialist	010-5620		75.00
5009032812	02/19/2019	C D W GOVERNMENT, INC.	010-4300	1,229.51	
			211-6400	4,066.93	5,316.44
5009032813	02/19/2019	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800		270.00
5009032814	02/19/2019	COASTAL-PIPCO	010-4300		24.78
5009032815	02/19/2019	COMPUTER-USING EDUCATORS, INC.	010-5200		3,410.50
5009032816	02/19/2019	DE SOTO SALES	010-4300		59.04
5009032817	02/19/2019	City Of Oxnard-City Treasurer	010-5561		114.52
5009032818	02/19/2019	Durham School Services	010-5800		1,125.80
5009032819	02/19/2019	Ewing Irrigation Products Inc	010-4360		33.66
5009032820	02/19/2019	Famcon Pipe & Supply	010-4360		750.75
5009032821	02/19/2019	FERGUSON FACILITIES SUPPLY	010-4300		76.49
5009032822	02/19/2019	FGL Environmental	010-5800		168.00
5009032823	02/19/2019	GIBBS INTERNATIONAL	010-4300	1,111.08	

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Board Report

Checks Dated 02/11/2019 through 03/06/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009032823	02/19/2019	GIBBS INTERNATIONAL	010-5610	1,311.59	2,422.67
5009032824	02/19/2019	Grainger	010-4300		664.98
5009032825	02/19/2019	Green Thumb Nursery	010-4360		370.06
5009032826	02/19/2019	HAROLD'S FAST ROOTER & PLUMBING	010-5610		3,658.00
5009032827	02/19/2019	William Venegas Hip Hop Mindset	010-5800		3,185.00
5009032828	02/19/2019	HOME DEPOT CREDIT SERVICES	010-4300	1,742.21	
			010-4325	.46	
			010-4335	2.85	
			010-4360	3,548.47	
			010-5630	.58	
			130-4300	.70	5,295.37
5009032829	02/19/2019	JOHN DEERE FINANCIAL	010-4360		756.60
5009032830	02/19/2019	JOHNSTONE SUPPLY	010-4300		347.20
5009032831	02/19/2019	JONES SCHOOL SUPPLY CO., INC.	010-4300	237.81	
			Unpaid Tax	17.62-	220.19
5009032832	02/19/2019	Just Communities	010-5200		2,150.00
5009032833	02/19/2019	Kimball Midwest	010-4300		3,588.64
5009032834	02/19/2019	SCKC, Inc.	Cancelled		364.00 *
	Cancelled on 02/26/2019				
5009032835	02/19/2019	Lakeshore	010-4300		171.22
5009032836	02/19/2019	Marcus Lopez	010-5800		150.00
5009032837	02/19/2019	MAYAN HARDWOOD, INC.	010-4300		23.88
5009032838	02/19/2019	McCARTY & SON'S TOWING	010-5800		71.00
5009032839	02/19/2019	MWG MESTMAKER & ASSOCIATES	010-5450		160.00
5009032840	02/19/2019	O'Reilly Auto Parts	010-4300		788.76
5009032841	02/19/2019	PERFORMANCES TO GROW ON	010-5800		359.00
5009032842	02/19/2019	Smith Pipe & Supply	010-4360		1,549.72
5009032843	02/19/2019	Stemscoops	010-4300		2,618.00
5009032844	02/19/2019	SUNESYS QUANTA RECEIVABLES LP	010-5800		6,050.07
5009032845	02/19/2019	SWRCB ACCOUNTING OFFICE ATTN WATER QUALITY FEES	010-5540		1,100.00
5009032846	02/19/2019	THE BERRY MAN, INC.	130-4710		17,130.17
5009032847	02/19/2019	Traffic Technologies, LLC	010-4300		1,667.75
5009032848	02/19/2019	U.S. Bank Corporate Payment Systems	010-4300	4,576.30	
			010-4400	578.19	
			010-5200	5,481.46	
			010-5300	180.00	
			010-5600	690.00	
			010-5800	1,136.57	
			010-5900	732.53	
			010-5920	380.00	
			130-4300	131.27	13,866.31
5009032849	02/19/2019	VENTURA REFRIGERATION SALES & SERVICE	130-5800		719.46

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Board Report

Checks Dated 02/11/2019 through 03/06/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009032850	02/19/2019	YAMA LAWNMOWER REPAIR	010-4360	35.71	
			010-5610	81.12	116.83
5009032851	02/20/2019	SISC FINANCE	010-9516	7,272.16	
			010-9534	554,879.00	
			010-9537	23,982.14	585,914.20
5009032852	02/20/2019	Smith, Jeannette D	010-4300		840.44
5009032853	02/20/2019	ALLIED STORAGE CONTAINERS	010-5630		4,175.31
5009032854	02/20/2019	Aswell Trophy	010-4300		2,016.00
5009032855	02/20/2019	Channel Islands Roofing, Inc.	211-6201		181,902.20
5009032856	02/20/2019	Diane DeLaurantis	010-5800		2,100.00
5009032857	02/20/2019	Durham School Services	010-5800		1,207.16
5009032858	02/20/2019	Employment Dev Dept	010-3501	685.09	
			010-3502	232.71	897.80
5009032859	02/20/2019	Heartsmart.com	010-4400	17,747.50	
			Unpaid Tax	1,276.50	18,471.00
5009032860	02/20/2019	MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT	010-5100	2,049.28	
			010-5800	3,027.75	5,077.01
5009032861	02/20/2019	OXNARD ELEM SCHOOL DISTRICT	010-5800		1,547.13
5009032862	02/20/2019	Spriego, Inc.	010-5800		3,555.00
5009032863	02/20/2019	Studies Weekly	010-4300		137.25
5009032864	02/20/2019	SWRCB ACCOUNTING OFFICE ATTN WATER QUALITY FEES	010-6840		1,640.00
5009032865	02/20/2019	U.S. Bank Corporate Payment Systems	010-4300	104.23	
			010-5800	194.00	
			010-6202	5,198.55	5,496.78
5009032866	02/20/2019	Ventura County Office of Education	010-5100	28,393.40	
			010-5200	1,350.00	
			010-5800	75,869.99	103,613.39
5009032867	02/21/2019	Mendez, Candelaria	010-8899		250.00
5009032868	02/21/2019	Durham School Services	010-5800		53,918.35
5009032869	02/21/2019	Frontier Communications	010-5900		1,117.17
5009032870	02/21/2019	MJP COMPUTERS	211-6400		3,184.63
5009032871	02/21/2019	Myers, Widders, Gibson, Jones	010-5802	1,397.54	
			211-5802	1,128.50	
			251-5802	1,609.50	4,135.54
5009032872	02/21/2019	OFFICE DEPOT	010-4300	8,992.42	
			010-4400	12.66	
			130-4300	209.38	9,214.46
5009032873	02/21/2019	Pinpoint Leak detection	010-5610		285.00
5009032874	02/21/2019	Quick-Deck Inc.	211-6201		804.48
5009032875	02/21/2019	Radfall Company	211-6140		565.00
5009032876	02/21/2019	Salinas Tree Service	010-8899		5,500.00
5009032877	02/21/2019	School Specialty	211-6400		101,015.32
5009032878	02/21/2019	United Site Services	211-6275		401.31
5009032879	02/25/2019	Almatrom, William W	010-5200		287.44

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Board Report

Checks Dated 02/11/2019 through 03/06/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009032880	02/25/2019	Preciado, Sheryl	010-4300		34.85
5009032881	02/25/2019	Alfaro, Andrea	010-5200		180.00
5009032882	02/25/2019	Sanchez, Jacqueline	010-5200		180.00
5009032883	02/25/2019	Zamudio, Nataly R	010-5200		153.30
5009032884	02/25/2019	Roque, Krista	010-5200		203.36
5009032885	02/25/2019	ALL-PHASE ELECTRIC SUPPLY	010-4300		367.26
5009032886	02/25/2019	AMERICAN BUILDING COMFORT	010-5610		980.08
5009032887	02/25/2019	American floor Mats	010-4300	377.69	
			Unpaid Tax	24.08-	353.61
5009032888	02/25/2019	APPLIED BACKFLOW TECHNOLOGIES	010-5540		444.50
5009032889	02/25/2019	Assistance League School	010-5100	11,307.69	
			010-5800	2,692.31	14,000.00
5009032890	02/25/2019	AUTO CITY GLASS	010-5610		247.48
5009032891	02/25/2019	Bus West	010-4300		829.15
5009032892	02/25/2019	CONTINUING DEVELOPMENT INC.	010-5100	733.72	
			010-5800	935.68	1,669.40
5009032893	02/26/2019	Driftwood Dairy	130-4710		28,617.82
5009032894	02/25/2019	DURBIANO FIRE EQUIPMENT, INC.	010-5620		1,393.02
5009032895	02/25/2019	Durham School Services	010-5800		394.04
5009032896	02/25/2019	Kimball Midwest	010-4300		1,792.07
5009032897	02/25/2019	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5612		1,010.12
5009032898	02/25/2019	KONICA MINOLTA PREMIER FINANCE	010-5612		2,530.50
5009032899	02/25/2019	MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT	010-5100	3,417.43	
			010-5800	3,162.06	6,579.49
5009032900	02/25/2019	Nee Quaison Sockay	010-5800		2,900.00
5009032901	02/25/2019	OFFICE DEPOT	010-4300	688.03	
			130-4300	104.38	692.39
5009032902	02/25/2019	SC FUELS	010-4300	3,536.78	
			010-4360	440.08	
			130-4300	234.91	4,211.77
5009032903	02/25/2019	Shaw HR Consulting	010-5800		140.00
5009032904	02/25/2019	SYSCO VENTURA	130-4710		73,045.03
5009032905	02/28/2019	Tax Deferred Services Corporate Office Suite 208	010-8539		83,041.86
5009032906	02/25/2019	Underwood Family Farms	010-5800		864.00
5009032907	02/25/2019	VCSCA- J. Marquez-Gift treasurer	010-5200		275.00
5009032908	02/25/2019	Velocity Truck Center	010-4300	219.85	
			010-5620	302.00	521.85
5009032909	02/25/2019	Ventura County Office of Education	010-5200		180.00
5009032910	02/26/2019	Ramirez, Elena	010-5200		24.42
5009032911	02/26/2019	Rubaicava, Anabela L	010-5800		46.00
5009032912	02/26/2019	Guynn, Robert W	010-4300	57.42	
			010-5200	307.46	364.88

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ReqPay12a

Board Report

Checks Dated 02/11/2019 through 03/06/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009032913	02/26/2019	Morales Bravo, Brenda	010-4300		166.99
5009032914	02/26/2019	AMAZON.COM CORPORATE CREDIT	010-4300		3,369.19
5009032915	02/26/2019	Atkinson, Andelson, Loya, Ruud & Romo	010-5802		10,710.00
5009032916	02/26/2019	Calif. State PTA	010-5800		303.75
5009032917	02/26/2019	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800		100.00
5009032918	02/26/2019	Diane DeLaurantis	010-5800		1,000.00
5009032919	02/26/2019	E J Harrison & Sons	010-5680		8,429.82
5009032920	02/26/2019	SOUTHERN CALIF. EDISON	010-5520		2,343.01
5009032921	02/26/2019	Forum Music Festivals	010-5800		200.00
5009032922	02/26/2019	John Gosnell DBA Gforce Printing	010-4300	1,423.46	
			010-5800	242.30	1,665.76
5009032923	02/28/2019	HAROLD'S FAST ROOTER & PLUMBING	010-5810		615.00
5009032924	02/26/2019	William Venegas Hip Hop Mindset	010-5800		2,590.00
5009032925	02/26/2019	Blaine Kutin	010-5800		927.45
5009032926	02/26/2019	Francisco Martinez	010-5800		990.00
5009032927	02/26/2019	MJP COMPUTERS	010-5610		376.66
5009032928	02/26/2019	New Management, Inc DoorBlok.com	010-4300		485.36
5009032929	02/26/2019	Pacific West Communities, Inc	490-5800		7,500.00
5009032930	02/26/2019	Residence Inn	010-5800		1,000.00
5009032931	02/26/2019	RIO PLAZA WATER COMPANY #518	010-5540		4,267.34
5009032932	02/26/2019	SC FUELS	010-4300	1,961.43	
			010-4360	247.10	2,208.53
5009032933	02/26/2019	TELCOM, INC	010-4400		2,101.13
5009032934	02/26/2019	UNITED WATER CONSERVATION DIST.	010-5540		2,592.02
5009032935	02/26/2019	University of California Hansen Agricultural Research &	010-5800		50.00
5009032936	02/26/2019	VENTURA COUNTY OF EDUCATION PROGRAM 0941	010-5800		1,170.00
5009032937	02/26/2019	Ventura County Office of Education	010-9510		111,588.00
5009032938	02/26/2019	VENTURA REFRIGERATION SALES & SERVICE	130-5800		304.80
5009032939	02/26/2019	Manuel M. Munoz DBA VIDA NEWSPAPER	010-5800		1,150.00
5009032940	02/26/2019	Warner Bro. Studio Tour	010-5800		1,763.00
5009032941	02/28/2019	2500 Vineyard Ave, LLC o/a Essex Realty Management	490-5800		19,533.19
5009032942	02/28/2019	Agromim Premium Soil Products	010-4360		170.22
5009032943	02/28/2019	Aswell Trophy	010-4300		70.04
5009032944	02/28/2019	CCP Industries	010-4300		402.43
5009032945	02/28/2019	CITY OF OXNARD	010-5540		11,965.21
5009032946	02/28/2019	City Of Oxnard-City Treasurer	010-5661		173.43
5009032947	02/28/2019	E J Harrison & Sons	010-5580		7,065.75
5009032948	02/28/2019	SOUTHERN CALIF. EDISON	010-5520		51,602.20
5009032949	02/28/2019	Ewing Irrigation Products Inc	010-4360		2,248.53

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Board Report

Checks Dated 02/11/2019 through 03/06/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009032950	02/28/2019	Fence Factory	010-5630		1,047.96
5009032951	02/28/2019	FGL Environmental	010-5800		84.00
5009032952	02/28/2019	Frontier Communications	010-5900		58.57
5009032953	02/28/2019	THE GAS COMPANY	010-5530		7,720.05
5009032954	02/28/2019	Golden State Alarms, Inc.	010-5810	1,965.00	
			010-5800	21,410.00	23,375.00
5009032955	02/28/2019	HARRIS WATER CONDITIONING	010-5540		148.74
5009032956	02/28/2019	JOHNSTONE SUPPLY	010-4300		673.67
5009032957	02/28/2019	Murals by Lisa Kelly	010-5800		720.00
5009032958	02/28/2019	O'Reilly Auto Parts	010-4300		77.39
5009032959	02/28/2019	OFFICE DEPOT	010-4300		76.65
5009032960	02/28/2019	Pioneer Chemical Co	010-4300	721.49	
			010-4325	4,991.98	
			010-5810	380.75	6,074.22
5009032961	02/28/2019	PRAXAIR DISTRIBUTION INC	010-4300		1,261.11
5009032962	02/28/2019	ProPanels	010-4400		1,644.00
5009032963	02/28/2019	SAFETY-KLEEN, INC.	010-5800		420.64
5009032964	02/28/2019	Salinas Tree Service	010-5820		1,750.00
5009032965	02/28/2019	Salinas Tree Service	010-5800		1,750.00
5009032966	02/28/2019	Salinas Tree Service	010-5820		1,750.00
5009032967	02/28/2019	Salinas Tree Service	010-5820		1,750.00
5009032968	02/28/2019	SERVICE PRO-FIRE PROTECTION	010-5810	3,363.27	
			010-5800	3,510.00	6,873.27
5009032969	02/28/2019	Sonitrol	010-5800		606.88
5009032970	02/28/2019	Southwest School & Office Supply	010-4325	1,148.83	
			010-9320	175.59	1,324.42
5009032971	02/28/2019	Stembassadors Inc	010-4400		4,000.00
5009032972	02/28/2019	Traffic Technologies, LLC	010-4300		87.97
5009032973	02/28/2019	Gary Robinson DBA Tribal Eye Productions	010-5800		200.00
5009032974	02/28/2019	Ventura County Office of Education	010-5200		230.00
5009032975	02/28/2019	VERIZON WIRELESS	010-5920		802.92
5009032976	02/28/2019	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800		2,087.00
5009032977	03/01/2019	Lindley, Beth	010-4300		61.55
5009032978	03/01/2019	Bernal, Carolyn A	010-4300		53.35
5009032979	03/01/2019	Klinefelter, Matthew	010-4300		44.43
5009032980	03/01/2019	Jimenez, Margarita C	010-4300		116.75
5009032981	03/01/2019	Lopez Mercado, Sonya B	010-5200		94.20
5009032982	03/01/2019	ALL-PHASE ELECTRIC SUPPLY	010-4300		1,684.28
5009032983	03/01/2019	American Entertainment Intern. DBA AEI Speakers Bureau	010-5800		3,500.00
5009032984	03/01/2019	AMERICAN READING COMPANY	010-4300	618.83	
			Unpaid Tax	44.58-	575.25
5009032985	03/01/2019	A4E	211-6219		46,000.39
5009032986	03/01/2019	AT&T	010-5900	134.89	
			130-5900	15.89	150.58

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Board Report

Checks Dated 02/11/2019 through 03/06/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009032987	03/01/2019	AT&T	010-5900		180.25
5009032988	03/01/2019	Barnes & Noble Inc.	010-4300		34.37
5009032989	03/01/2019	BARON INDUSTRIES	010-4300		155.63
5009032990	03/01/2019	BOYS & GIRLS CLUBS OF GREATER OXNARD & PORT HUENEME	010-5100	185,840.47	
			010-5800	8,500.00	194,340.47
5009032991	03/01/2019	C D W GOVERNMENT, INC.	010-4300	3,953.95	
			010-4400	1,804.81	
			211-6400	765.87	6,524.53
5009032992	03/01/2019	Blick Art Materials	010-4300		98.94
5009032993	03/01/2019	SOUTHERN CALIF. EDISON	010-5520		203.27
5009032994	03/01/2019	Frontier Communications	010-5900		286.73
5009032995	03/01/2019	Fry's Electronics customer #70883	010-4300		1,194.41
5009032996	03/01/2019	John Gosnell DBA Gforce Printing	010-5800		431.00
5009032997	03/01/2019	GIBBS INTERNATIONAL	010-4300	1,814.26	
			010-5810	287.87	2,102.15
5009032998	03/01/2019	Grainger	010-4300	3,684.66	
			010-4360	56.73	3,741.39
5009032999	03/01/2019	Green Thumb Nursery	010-4360		89.79
5009033000	03/01/2019	JOHN DEERE FINANCIAL	010-4360		74.80
5009033001	03/01/2019	OFFICE DEPOT	010-4300		29.70
5009033002	03/01/2019	P & R Paper Supply Co., Inc.	130-9320		4,593.14
5009033003	03/01/2019	Ventura County SELPA	010-5100	100,444.35	
			010-5200	185.00	
			010-5800	20,235.65	120,865.00
5009033004	03/01/2019	Sonitrol	010-5800		19,425.87
5009033005	03/01/2019	U.S. Bank Corporate Payment Systems	010-4200	3,534.99	
			010-4300	2,707.45	
			010-5200	124.95	
			010-5800	266.00	
			010-5800	150.00	6,783.39
5009033006	03/01/2019	VENTURA COUNTY SCHOOL BOARD	010-5800		60.00
5009033007	03/04/2019	Ramirez, Jisela	010-4300		77.72
5009033008	03/04/2019	Guzik, Leann M	010-4300		72.61
5009033009	03/04/2019	Cordova, Ralph	010-4300		601.41
5009033010	03/04/2019	360 Degree Customer Inc.	010-5100	364,559.68	
			010-5800	12,001.57	376,561.25
5009033011	03/04/2019	AT&T	010-5900	3,779.79	
			130-5800	.20	3,779.99
5009033012	03/04/2019	Ralph D' Oliveira	010-5800		2,900.00
5009033013	03/04/2019	Decision Insights	010-5800		1,125.00
5009033014	03/04/2019	Decker Equipment	010-4300		281.17
5009033015	03/04/2019	Diane DeLaurentis	010-5800		1,075.00
5009033016	03/04/2019	Demco	010-4300		36.61
5009033017	03/04/2019	Blick Art Materials	010-4300		711.70

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Board Report

Checks Dated 02/11/2019 through 03/06/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009033018	03/04/2019	Dominos Pizza	130-4710		527.00
5009033019	03/04/2019	Carlo Andre Godoy dba Godoy Studios	010-5800		11,475.00
5009033020	03/04/2019	HAROLD'S FAST ROOTER & PLUMBING	010-5810		920.00
5009033021	03/04/2019	HOME DEPOT CREDIT SERVICES	010-4300	1,873.54	
			010-4360	1,839.63	3,713.17
5009033022	03/04/2019	KELLY PAPER STORE	010-4300		199.67
5009033023	03/04/2019	Blaine Kutin	010-5800		824.40
5009033024	03/04/2019	Lakeshore	010-4300		162.48
5009033025	03/04/2019	Learning Priority, Inc	010-5800		4,950.00
5009033026	03/04/2019	Lego Education	010-4300		3,895.93
5009033027	03/04/2019	Mobile Mini Inc.	010-5600		1,516.40
5009033028	03/04/2019	Murals by Lisa Kelly	010-5800		2,050.00
5009033029	03/04/2019	Nee Quaison Sackey	010-5800		3,100.00
5009033030	03/04/2019	O'Reilly Auto Parts	010-4300		484.93
5009033031	03/04/2019	PARADISE CHEVROLET	010-4300		67.88
5009033032	03/04/2019	PEARSON EDUCATION	010-4300		395.57
5009033033	03/04/2019	PERMA BOUND	010-4200		1,003.99
5009033034	03/04/2019	Pioneer Chemical Co	010-4325	915.88	
			010-9320	3,251.80	4,167.78
5009033035	03/04/2019	Tri County Bread Service	130-4710		5,262.34
5009033036	03/04/2019	SC FUELS	010-4300	1,403.75	
			010-4360	297.28	
			130-4300	45.33	1,746.36
5009033037	03/04/2019	Ventura County SELPA	010-5200		85.00
5009033038	03/04/2019	SETON IDENTIFICATION PRODUCTS	010-4300		1,961.31
5009033039	03/04/2019	Southwest School & Office Supply	010-4300	134.78	
			010-4325	501.73	636.51
5009033040	03/04/2019	Steve Sumnerborg	010-5813	700.01	
			010-5800	4,812.49	5,512.50
5009033041	03/04/2019	SUPER DUPER PUBLICATIONS	010-4300	411.63	
			Unpaid Tax	29.60-	381.93
5009033042	03/04/2019	Supply Direct Inc.	010-4300		453.57
5009033043	03/04/2019	SYSCO VENTURA	130-4710		53,728.01
5009033044	03/04/2019	Traffic Technologies, LLC	010-4300		281.72
5009033045	03/04/2019	VC Metals Inc	010-4300	3,403.37	
			010-4335	254.25	3,657.62
5009033046	03/04/2019	VENTURA COUNTY OF EDUCATION PROGRAM 0941	010-5200		315.00
5009033047	03/04/2019	Ventura County Office of Education	010-5100	38,008.15	
			010-5800	3,160.92	41,169.07
5009033048	03/04/2019	YAMA LAWNMOWER REPAIR	010-4360		989.17
5009033049	03/04/2019	Dr. Elizabeth Yeager	010-5800		2,410.60
5009033050	03/05/2019	Kelly, Wanda	010-4300		47.90
5009033051	03/05/2019	Lopez Mercado, Sonya B	010-5200		193.72

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Checks Dated 02/11/2019 through 03/06/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009033052	03/05/2019	Barnes & Noble Inc.	010-4300		299.07
5009033053	03/05/2019	Driftwood Dairy	130-4710		17,131.48
5009033054	03/05/2019	Forum Music Festivals	010-5800		4,888.50
5009033055	03/05/2019	HAROLD'S FAST ROOTER & PLUMBING	010-5810		1,505.00
5009033056	03/05/2019	MAXIM STAFFING SOLUTIONS	010-5100	7,800.00	
			010-5800	4,248.00	12,048.00
5009033057	03/05/2019	Medcorp Distributing Inc	211-5800		7,000.00
5009033058	03/05/2019	Mobile Mini Inc.	010-5800		188.55
5009033059	03/05/2019	Ox Blue	010-5800		599.00
5009033060	03/05/2019	SC FUELS	010-4300		117.83
5009033061	03/05/2019	Ventura County Office of Education	010-5200		60.00
			Total Number of Checks	315	3,544,326.06

	Count	Amount
Cancel	2	908.00
Net Issue		3,543,418.06

Fund Recap

Fund	Description	Check Count	Expensed Amount
010	General Fund	278	2,283,658.06
130	Cafeteria Fund	23	226,963.95
211	Building Fund	22	999,487.08
251	CAPITAL FACILITIES - RESIDENTI	1	1,608.50
402	Special Reserve For Capital Ou	2	4,058.66
490	Capital Projects Fund for Blen	2	27,033.19
Total Number of Checks		313	3,544,810.44
Less Unpaid Tax Liability			1,392.38
Net (Check Amount)			3,543,418.06

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10.7



Agenda Item Details

Meeting	Mar 20, 2019 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.7 Approval of Rio Real's Overnight 8th Grade Trip to Camp Ramah, Ojai California (parent organization is Wilderness Outdoor Leadership Foundation, Moorpark, California)
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	14,065.00
Budgeted	No
Budget Source	School and District LCFF Funds (50%/50%)
Recommended Action	It is recommended that the Governing Board approves this overnight field trip on May 29-31, 2019 to Camp Ramah, Ojai, California. The purpose of this activity is to "Enrich Students' Lives" by extending education into the worldwide classroom and provide an opportunity for learning through seeing, experiencing, and interacting.
Goals	<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 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker: Oscar Hernandez and Maria Hernandez

Rationale:

Pursuant to Governing Board Policy, No. 6153 (Instruction – Field Trips) regarding overnight field trips outside the regular school day. We are requesting approval of Rio Real's overnight field trip to Camp Ramah, Ojai, California a part of the Wilderness Outdoor Leadership Foundation program on May 29-31, 2019. In all, 45 students and 4 adult chaperones will be part of the trip. The three-day trip includes 2 nights and 3 days at Camp Ramah which includes 3 meals and 2 snacks per day. Transportation to and from the camp will be provided by Rio School District buses. Cost breakdown for trip: \$295 per student (45) + 4 staff (1/2 rate) x 47 = \$13,865 + \$200 transportation = \$14,065.

The program offered while at the camp will involve science curriculum standards and focus on 21st Century skills with a focus on the 5 C's. Certified course leaders at the camp will challenge students to assess and apply what they are learning through firsthand experience as they maximize gains in team and community building, leadership and gain confidence as leaders and collaborators as a result of their participation in the program. Committed to helping teachers teach and helping students learn, Camp Ramah offers a variety of programs for student groups.

[Rio Real Contract 2019 \(1\).pdf \(352 KB\)](#)[Rio Real Deposit Invoice 2019.pdf \(84 KB\)](#)[WOLF Risk Form 2019.pdf \(1,348 KB\)](#)**Administrative Content****Executive Content**

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

WOLF

WILDERNESS OUTDOOR LEADERSHIP FOUNDATION



OUTDOOR EDUCATION AGREEMENT

This agreement, made and entered into this day by the Chief executive officer, Wilderness Outdoor Leadership Foundation, W.O.L.F., and Río Real Dual Immersion School (hereinafter referred to as CLIENT), under which W.O.L.F., for the purpose of providing the CLIENT with programs and classes in experiential education and adventure recreation, mutually agree with respect to the following:

1. **Guaranteed minimum attendance.** CLIENT will enroll a guaranteed minimum number of participants in the WOLF program as follows:

Name of Client	Minimum Number Participants	Scheduled Attendance	Location
Río Real Dual Immersion School	40	May 29-31, 2019	Camp Ramah, Ojai

2. **Guaranteed attendance.** Guarantees payment for the larger of the following number of participants:
 - 2.1 The number participants actually attending the WOLF program, or
 - 2.2 The guaranteed minimum number of participants attending each session as written in item 1.
3. **Overbooking.** Attendance above the minimum number must have WOLF approval 14 days before program start date.
4. **Cancellation.** WOLF reserves the right to cancel scheduled session under conditions that would make operation of the program unsafe. Under such condition, WOLF will reschedule session that meets CLIENTS approval.
5. **Withdrawal.** After both parties have signed this contract, CLIENT may withdraw under the following terms:

Withdrawal 90 or more days before program start date-	30% of deposit not refunded
Withdrawal 30 - 89 days before program start date-	None of deposit refunded
Withdrawal 5 - 29 days before program start date-	60% of total estimated cost refunded
Withdrawal 0 - 14 days before program start date-	None of total estimated cost refunded

CLIENT IS RESPONSIBLE FOR ALL UNPAID BALANCES TO FULFILL THIS RESPONSIBILITY!
6. **Costs - Participants.** For each scheduled session of attendance, CLIENT will pay WOLF \$295.00 per participant. The payment includes rental of the camp, services of naturalists and instructors, and program supplies and equipment. **Total Estimated Cost: \$11,800.00.**
7. **Costs - Client Staff.** CLIENT will be charged \$147.50 per person for CLIENT STAFF and supervisory personnel utilized by the CLIENT in any capacity including, but not limited to high school students serving as overnight supervisors.
8. **Booking fee/Deposit.** Both parties understand that a deposit of 20% of the estimated total based on the guaranteed minimum number of participants (item 1). **This amount shall be \$2,360.00** Refund of deposit/booking fee shall be given as stated in item 4 and item 5.
9. **Payment of the remainder of the total estimated cost accrued under this agreement (total estimated cost less deposit paid) shall be made to WOLF, 301 Science Drive, Ste. 142, Moorpark, CA 93021 14 days prior to arrival at the WOLF program site This amount shall be \$9,440.00** CLIENT will receive a final invoice for additional costs including extra participants and all CLIENT personnel upon departure, net due in 10 days.
10. **Late charges of 5% per month on the unpaid invoice balance will be charged to the CLIENT beginning on the first day after the payment deadline.**
11. **Insurance** The participating district and WOLF shall each obtain and maintain in force, at their own expense, the following insurance coverage:
 - A. Commercial General Liability policy including Bodily Injury, property damage, personal injury, contractual liability, and products/completed operations liability coverage with a minimum one million dollars (\$1,000,000) per occurrence limit.
 - B. Commercial auto Liability policy covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage limit.
 - C. Workers compensation policy covering the respective employees of the participating district and WOLF, with minimum limits as prescribed by law and one million (\$1,000,000) employers liability for bodily injury or disease.

11.1 **Proof of Insurance** The participating district and WOLF shall each provide a certificate of insurance confirming all policies in force and subject to this agreement. The certificate of the participating district shall include an additionally insured endorsement naming W.O.L.F., 301 Science Drive suite 142, Moorpark, CA, 93021, Moorpark, CA. 93021 its directors, officers, employees and agents as named additionally insured under the commercial general liability policy. The certificate of WOLF shall include an additional insured endorsement naming the participating district, its directors, officers, employees and agents as named additionally insured under the commercial general liability policy. It is expressly understood that the directors, officers, employees, and agents of each of the parties hereto are not the directors, officers, employees, and agents of any other parties hereto.

11.2 The participating district and WOLF shall each indemnify and hold the other, its directors, officers, employees, and agents harmless from any and all claims, demands, damages, or other liability, including costs and attorney fees, for bodily injury or property damage arising from this agreement or performance hereunder; or the wrongful acts or omissions of the indemnifying party and its directors, officers, employees and agents in connection herewith; or the ownership, design, dominion or control; or the supervision, control, or transportation of students by directors, officers, employees and agents of the indemnifying party; or any related matter thereto or arising therefrom.

12 **Client** will provide certificated personnel who will assist in the instruction and supervision at the WOLF program, minimum ratio 1:15.

12.1 At least one certificated person shall remain on the WOLF program at all times during the period of attendance.

12.2 DISTRICT shall retain responsibility for its participants from time of departure from the home location until time of return to home location.

13 **Supervision.** CLIENT will provide cabin leaders/chaperones in a ratio of at least 1:15 for participants under the age of 18. CLIENT is responsible for the recruitment, supervision, and discipline of cabin leaders/chaperones. Cabin leaders/chaperones will be considered as CLIENT personnel for the purpose of this contract.

14 **Damages.** CLIENT will be responsible for any and all damages to WOLF property and property of the hosting camp, which may be reasonably attributed to the action of the attending CLIENT.

15 **Rules and regulations.** CLIENT will abide by rules and regulations established by WOLF as indicated in the Faculty Guidelines and Student Behavior Contract. CLIENT also agrees to abide by all rules and regulations established by the host camp.

This contract is invalid if not signed and returned with the appropriate deposit within 30 days. Terms of this agreement may only be modified at any time, in writing, by mutual agreement of both parties.

Return the original document along with the required paperwork and deposit to:

**W.O.L.F.
301 Science Drive. Ste. 142
Moorpark, CA. 93021**

APPROVED FOR _____

BY: _____

TITLE _____

DATE _____

APPROVED FOR WOLF

Michael J. Woodruff

MICHAEL J. WOODRUFF

DIRECTOR

WOLF

DATE 03/05/19

W.O.L.F.

WILDERNESS OUTDOOR LEADERSHIP FOUNDATION

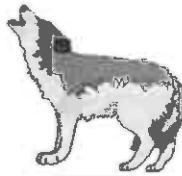
301 Science Drive. Ste.142 Moorpark, CA 93021

(818) 991-6707

Please send deposit with signed contract to WOLF.

W.O.L.F.

301 Science Drive, Suite #142
Moorpark, CA. 93021



Invoice No. 052919D

DEPOSIT INVOICE

Customer

Name Rio Real Dual Immersion School
Address 1140 Kenney Street
City Oxnard State CA ZIP 93036
Phone (805) 485-3117

Date 03/05/19
Order No. _____
Rep _____
FOB _____

Qty	Description	Unit Price	TOTAL
1	Deposit for Camp Ramah Trip May 29-31, 2019 Thank you!	\$2,360.00	\$2,360.00

Payment Details

- Cash
 Check Num. _____ \$ _____
 Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$2,360.00
Shipping & Handling	\$0.00
Taxes	_____
TOTAL	\$2,360.00

Office Use Only

A 20% deposit is required at time of booking with balance due two weeks prior to program schedule date. Any additional charges and fees are net 30.

Thank you for sharing your outdoor wilderness adventures with W.O.L.F.



301 Science Dr. Suite 142
 Moorpark, CA 93021
 (818) 991-6707

RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS & INDEMNIFICATION AGREEMENT

Notice - By signing this document you may be waiving certain legal rights, including the right to sue.

In consideration of being allowed to use the facilities and participate in Guided Ropes Course & Teambuilding Programs; Summer Camps; Program Facilitator and other activities (collectively the "Activities") provided by W.O.L.F. dba Wolf Adventures (the "Host"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the Participant's participation in the Activities or the use of any equipment provided by the Host ("Equipment"), including while receiving instruction and/or training;
- 2) **TO ASSUME ALL RISKS** of participating in the Activities and using the Equipment: even those caused by the negligent acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers. The Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;
- 3) **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and
- 4) **TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in the Activities and/or use of the Equipment: including while receiving instruction and/or training.

Photography/Video Release

Participant hereby grants to the Host, its representatives, and employees the right to take photographs/videos of Participant in connection with Participant's participation in the Activities. Participant hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

Personal Responsibility

The Participant and his/her parent(s) or legal guardian(s) certify that Participant has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant's participation in the Activities is voluntary and further understand that they have the opportunity to inspect the Host's Equipment and facilities before any participation.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of common sense and by being aware of his/her surroundings.

If, while participating in the Activities, the Participant or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant's personal safety or that of others, Participant and/or his/her parent(s) or legal guardian(s) will remove Participant from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Print Name

Date

Signature of Participant

In consideration of (print minor's name) ("Minor").

Parent/Guardian Signature

Print Name

Date

10.8



Agenda Item Details

Meeting	Mar 20, 2019 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.8 Approval of "Title I Schoolwide Program" for Rio del Sol School
Access	Public
Type	Action (Consent)
Budget Source	Not applicable
Recommended Action	Staff recommends board approval for Rio del Sol to operate as a "Title I school-wide program" school. This will provide the same status as all other schools in the Rio School District.
Goals	<p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <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 1-Improved student achievement at every school and every grade in all content areas</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p>

Public Content

Speaker: Oscar Hernandez

Rationale:

A local educational agency (LEA) may consolidate and use funds under Title I, Part A together with other Federal, State and local funds, in order to upgrade the entire educational program of a Schoolwide Program (SWP) school that serves not less than 40 percent of children from low income families, Section 1114 (a)(1)(A) of the Every Student Succeeds Act (ESSA). LEAs may approve a school that has a low income percentage below 40 to operate a SWP if the school meets the criteria established by the CDE (ESSA Section 1114 (a)(1)(B)).

The district must provide information for newly authorized and being designated as SWP with a low income percentage of 40 percent or greater. Rio del Sol School can begin to operate as a SWP on the day the local governing board approved the SWP plan. Rio del Sol School's low income percentage is at 52% (40% is the minimum requirement) as reported on the consolidated application on Feb. 27, 2019.

Administrative Content

Executive Content

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

10.9



Agenda Item Details

Meeting	Mar 20, 2019 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.9 Approval of Single Plan for Student Achievement (SPSA) for all Rio School District Schools
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Federal and State Categorical Funding
Recommended Action	Staff recommends board approval of all nine schools' single plan for student achievement.

Public Content

Speaker: Oscar Hernandez

Rationale:

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

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

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

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

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

Administrative Content**Executive Content**

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10.10



Agenda Item Details

Meeting	Mar 20, 2019 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.10 Independent Contractor Agreement for Professional Services, Inspector of Record, Kenco Construction Services for Rio Del Sol Phase 2 Construction
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	221,760.00
Budgeted	Yes
Budget Source	Fund 40
Recommended Action	Staff recommends approval of the Project Proposal for DSA Inspection Phase 2 Building C

Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

Rationale:

As a requirement of the Division of the State Architect (DSA), the district must commission the services of a certified class one inspector of record to observe and report on the construction process. Approval by the Board of Education of an Independent Contractor Agreement for Professional Services – Inspector of Record (IOR) – between the District and Kenco Construction Services meets that requirement. The IOR shall provide DSA Inspector of Record Services, DSA Punch list and Close-Out documents, in conjunction with the Rio Del Sol Phase 2 construction project, more specifically delineated in the Scope of Services in Exhibit "A" attached hereto and incorporated herein by reference, commencing on May 1, 2019 and concluding no later than June 30, 2020 in an amount not-to exceed \$221,760.00.

[KencodelSol.pdf \(840 KB\)](#)

Administrative Content

Executive Content

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



DSA INSPECTIONS / MANAGEMENT
A Division of the State Architects

DSA Cert #4922 – Class 1.
EIN #27-2782038
SOS Corp. # 3245180

“Building Safer Schools”

Project Proposal for DSA Inspection – Phase 2 - Bldg. “C”.

Date: 3-07-19

Project Client: Rio Elementary School District
2500 Vineyard Ave, Suite 100
Oxnard, Ca. 93030

Proposed Projects: Rio Del Sol Elementary School - Phase 2 (Bldg. C)
3001 North Ventura Rd.
Oxnard, Ca. 93036

DSA App. Number: #03-117021 **File:** #56-26

Scope of Work: Bldg. C - Phase 2 - One DSA Class 1 Inspector for the construction of 1 – 2 story classroom building and related onsite work, utilities, ADA Path of Travel, and Fire Alarm Systems. Including the grading of the site and related work per contract drawings. All scope at one site.

Project Duration: Estimated project start date May 1st, 2019
Estimated project completion date June 31st, 2020

Project Rate: Class 1 Inspector @ \$90.00 per hour, not to exceed 40 hrs. per week.
Estimated regular weekdays: 14 months or 308 work days (2464 hrs.)
Estimated cost for regular weekday DSA Inspection \$ 221,760.00

Total Estimated Proposal: (without contingency) \$ 221,760.00

Note: This proposal includes project oversight and district representation to ensure cost effectiveness and a successful and on time completion. Please be advised that all inspections are on an hourly base and subject to contractor performance. Therefore this total cost proposal is an estimate and subject to increase or credit.

Project Inspector Agency Agreement and Contract Duties:

KENCO Construction Services agrees to provide continuous inspection of work for compliance with approved contract documents and California Building Codes, including Title 24.. Project Inspector duties are outlined in Title 24, Part 1, Chapter 4, Section 4-333 thru 4-342 California Code of Regulations, including DSA Interpretation of Regulations A-6, A-7, A-8, and as incorporated in the following sections:

1. Represent the client under the guidance of the Architect, Construction Manager or designated agent.
2. Attend all planning, pre-con conferences, project meetings, or meetings as required by the client.
3. Monitor and observe all special inspections performed by the client-contracted testing laboratory as required by the Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by the special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
5. This Agreement shall begin on or about May 1st, 2019 and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the District, and shall apply to other inspectors as requested and approved by the District. The District shall not employ, contract, or engage in business or mutually beneficial relationship with any inspectors introduced to the District through KENCO Construction Services for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, unless written permission is granted prior to each relationship.
6. The Rio School District agrees to pay *KENCO Construction Services, Inc.* our monthly invoice for project services, billed at a rate of \$90.00 per hour for each Class 1 inspector, within 15 working days of receipt of invoice. Each monthly billing shall separately identify hours and charges for each individual school, consistent with required site accounting. KENCO Construction Services shall provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The District shall provide all office space, utility lines, and equipment necessary per the project specifications.
7. KENCO Construction Services shall provide to the District at the end of the project all documentation in a professional format, either in binders or on a computer CD or thumb drive.
8. KENCO Construction Services shall not bill the client for any time not directly paid to the project inspectors working directly on the project. A DSA certified project manager will be assigned to oversee the project inspector to ensure accurate reporting of all activities and DSA compliance. Should any emergency arise where the consultant/inspector becomes absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, the DSA certified project manager will provide inspections until the IOR returns.

X Kenneth Hinge

Digitally signed by Kenneth Hinge
DN: cn=#60966-Hinge, o=KENCOS, ou=DSA,
email=#60966-Hinge@kenco-inc.com, c=US
Date: 2019.07.06 17:59:30 -0800

X _____

Ken Hinge, President
KENCO Construction Services, Inc.
Date: 3-07-19

District Authorized Agent
Rio School District
Date:

10.11



Agenda Item Details

Meeting	Mar 20, 2019 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.11 Approval of the Agreement for Architectural Tenant Improvement Services with PK Architects for the Solar Building
Access	Public
Type	Action (Consent)
Dollar Amount	142,685.00
Budgeted	Yes
Budget Source	Fund 40
Recommended Action	Staff recommends approval.

Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

Rationale:

Contract for architectural services to modernize the new District Office located at 1800 Solar Drive.

The work will be done in phases as shown in the attached contract.

PKArc.pdf (517 KB)

Administrative Content

Executive Content

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March 7, 2019

RIO SCHOOL DISTRICT
2500 E. Vineyard Avenue Suite 100
Oxnard, California 93036

**RE: AGREEMENT FOR ARCHITECTURAL TENANT IMPROVEMENT
SERVICES FOR RIO SCHOOL DISTRICT (SOLAR EDUCATION CENTER)**

P+K Architecture Inc. (PK:A) is pleased to submit this Agreement to provide Architectural Tenant Improvement Services for Rio School District's (RSD) proposed relocation to new offices on the third floor of 1800 North Solar Drive in Oxnard, California.

SCOPE OF SERVICES

We understand that the scope of PK:A's responsibilities for the approximately +/- 34,6000 square foot project shall include:

PK:A shall coordinate with Oxnard Union High School District (OUHSD) as needed. PK:A understands that Rio School District's target move-in date is July 2019. PK:A will endeavor to provide timely services, however, PK:A cannot and does not assure the target move-in date due to many variables, such as: Scope of Work to be provided by PK:A which would require authorization per phase in order to complete such services and time allowance required for City Submittal review, processing and approval, also the construction time required by the General Contractor to complete their services.

PHASE 1

FINALIZE SPACE PLAN W/CONSTRUCTION MEASUREMENTS

PHASE 2

INTERIOR DESIGN DEVELOPMENT

- Design Presentation

PHASE 3

CONSTRUCTION DOCUMENTS

- Architectural Working Drawings
- General Coordination

CONSULTANTS

- Structural Engineering (To be Determined)
- Mechanical / Electrical / Plumbing Engineering

GENERAL COORDINATION

PLAN CHECK SUBMITTAL

PHASE 4

CONSTRUCTION ADMINISTRATION (NOT TO EXCEED 200 TOTAL HOURS)

- Jobsite Visits
- Submittal Review
- Final Punch List



pk:architecture



5126 clareton drive suite 110
agoura hills . california 91301
p. 818.584.0057 f. 818.584.0019
w. pkarchitecture.net

BASIC SERVICES

PHASE 1

FINALIZE SPACE PLAN W/CONSTRUCTION MEASUREMENTS

PK:A shall finalize the space plan and do a field review of the existing space and measure the space based on the final floor plan. PK:A shall then update drawings based on the final review for preparation of construction document phase.

Update to drawings will include any new partitions and doors.

PHASE 2

INTERIOR DESIGN DEVELOPMENT

DESIGN PRESENTATION

Based upon the approved Schematic Design Scheme, PK:A shall prepare a design presentation for your review. This presentation will define the conceptual intent of our design and will illustrate essential components. Included will be the following:

- Interior Architectural elements including lighting concepts, millwork, and details.
- One (1) presentation for selection of paint, carpet and misc. finishes. (Selection options of up to two (2) "loose" color schemes will be presented.

PHASE 3

CONSTRUCTION DOCUMENTS

ARCHITECTURAL WORKING DRAWINGS

Upon signed approval of the design presentation and final space plan, PK:A will prepare the following architectural working drawings for RSD's review and approval.

PARTITION PLAN

Plan showing location of all partitions, doors and millwork. This plan would also indicate the location of any special acoustical treatment and specialized partitions, where applicable.

POWER & DATA PLAN

A plan showing, by symbol, the location of suggested electrical, telephone and data outlets. A plan showing location of standard and special lighting, ceiling suspension grid, and light switches.

REFLECTED CEILING PLAN

A plan showing location of standard and special lighting, ceiling suspension grid, and light switches.

FINISH PLAN

Finish plans indicating wall covering/painting, flooring and window covering by symbol.

DETAILS

Details including those for items shown by symbol, wall and ceiling construction, door and hardware schedules, finish schedules and cabinetwork.

STRUCTURAL ENGINEERING (To Be Determined)

If required, PK:A shall hire a structural engineer as a consultant to provide engineering calculations and drawings. Should Structural Engineering services be required, scope of services and fees will be determined and provided upon completion of final space planning.

MECHANICAL / ELECTRICAL / PLUMBING ENGINEERING

PK:A shall hire Vector Engineering Group, Inc. , a mechanical, electrical and plumbing engineer as a consultant to provide engineering services. Please see attached proposal dated Revision #1 March 6, 2019 from Vector Engineering Group, Inc. for fees, terms and complete scope of work to be completed.

GENERAL COORDINATION

Provide shall provide general coordination with Structural (if required) and Mechanical / Electrical / Plumbing Engineers (services to be determined). PK:A's responsibility in regard to such work is limited to that which concerns appearance only. All engineers should visit the site and coordinate with other disciplines as necessary and each are responsible for their own work and permits.

PLAN CHECK SUBMITTAL

PK:A will process the Architectural Working Drawings through the applicable local government agency plan check process.

PHASE 4

CONSTRUCTION ADMINISTRATION (NOT TO EXCEED 200 HOURS TOTAL)

JOBSITE VISITS

PK:A's representative shall make periodic visits and tour the Project premises during construction, in order to generally monitor that the progress of work is proceeding in accordance with the construction documents. It is anticipated a total of eight (8) jobsite visits.

RESPOND TO RF'S

PK:A shall respond to the General Contractor's submitted written request for information.

SUBMITTAL REVIEW

PK:A will review shop drawings and samples for conformance with the design concept of the project.

PUNCH LIST

At the time construction is substantially complete, we will assist in preparing one (1) final punch list, of any architectural work observed during walkthrough requiring correction or modifications.

PLEASE NOTE: Should the 200 hours allotted for this phase be reached and services have not been completed, an Authorization for Additional Services would be required to complete this phase.

ADDITIONAL SERVICES (NOT INCLUDED)

The following services are available for an **additional fee** on an optional basis and shall be performed on an "as requested" basis and would require prior written authorization.

- **REVISIONS**

Revisions to space planning, design development, and documentation of any work previously approved or the addition of any work not included in the scope of basic services.

- **ADA UPGRADES (If requested or required only)**

An additional fee will apply if ADA upgrades are requested or required by the City for areas not specifically included in the scope of work.

- **PRIVATE OFFICE DESIGN AND GENERAL ACCESSORIES PROGRAM**

Consultation for individual private office design above the scope of the design standards including furniture, millwork, decorative accessories and general accessories programs.

- **FURNITURE COORDINATION**

PK:A would assist, in conjunction with RSD's furniture dealer, in the selection and specification for new furniture. PK:A's primary responsibility in regard to such work will be limited to selection, finishes, and placement.

- **SIGNAGE**

Providing design, layout, fabrication, coordination, and installation supervision of any exterior or interior signage including, but not limited to directional signage, lobby directories and company, departmental or individual signage.

- **BIDDING ASSISTANCE**

PK:A will consult and assist in obtaining bids from General Contractors for the implementation of the construction work as defined in the basic services.

- **MARKETING MATERIALS**

Preparation of marketing materials, i.e. colored exhibits or computer generated renderings.

- **PREMIUM TIME SERVICES**

Any work required on an overtime basis, with prior written approval, shall be invoiced at 1.5 times the normal billing rate.

- **MISCELLANEOUS ADDITIONAL SERVICES**

Preparation of any requested models, renderings, mock-ups, and still photography.

FEE AND METHOD OF PAYMENT

Based on +/- 34, 600 SF

(The Fees shown below are effective for Ninety (90) days from the date herein.)

ARCHITECT FEES

PHASE 1

	<u>FIXED FEES</u>
<u>FINALIZE SPACE PLAN W/CONSTRUCTION MEASUREMENTS</u>	\$ 3,600.00
Phase 1	<u>\$ 3,600.00</u>

PHASE 2

INTERIOR DESIGN DEVELOPMENT	
<u>Design Presentation</u>	<u>\$ 17,250.00</u>
Phase 2	<u>\$ 17,250.00</u>

PHASE 3

CONSTRUCTION DOCUMENTS	\$ 46,710.00
GENERAL COORDINATION	\$ 2,000.00
<u>PLAN CHECK SUBMITTAL</u>	<u>\$ 2,400.00</u>
Phase 3	<u>\$ 51,110.00</u>

Architect Fixed Fee \$ 71,960.00

CONSULTANT FEES (Consultant Fees include a 15% Administrative Mark-up)

STRUCTURAL ENGINEERING	To Be Determined	
<u>MECHANICAL / ELECTRICAL / PLUMBING ENGINEERING</u>	<u>\$ 70,725.00</u>	
Consultant Fees	\$ 70,725.00	Structural not Included
TOTAL FIXED FEE	\$142,685.00	Structural not Included

PHASE 4

CONSTRUCTION ADMINISTRATION (NTE 200 HOURS)	<u>BILLED HOURLY</u>
	\$ 34,000.00

PLEASE NOTE: Should the 200 hours allotted for this phase be reached and services have not been completed, an Authorization for Additional Services would be required to complete this phase.

The fixed fee does not include city fees, development fees, agency fees, or normal reimbursables such as project mileage, scanning, plotting, printing and overnight mailing or delivery services. **Please see attached two page General Terms of Agreement, herein included as a part of this Agreement.**

Architect's normal services do not include Owner's revisions or additions after the drawings have been started or completed, revisions due to city denial of special Owner requested design requirements, CUP Modifications, zone change or variances, or OSHPD processing. Services do not include any other consultants only as specifically indicated, Green Building Commissioning services, construction or developer management, construction meeting notes, budgeting or cost estimating services, value engineering, any other tenant improvements, unusual or unforeseen design or building requirements (such as special foundations), as-built drawings, special city agency processing (other than normal Plan Check Submittal), building standard material / color boards, building or monument signage, art design or services, alarms, telephone, or data services, or fire sprinkler design, as-built drawings, additional renderings, models or marketing material, construction budgeting or cost estimating services, LEED compliant, ADA compliant to existing conditions not specifically included, HVAC requirements, clean rooms, value engineering, any computer-generated renderings or models, moving services, phasing the project into separate permit documents, interior decorating, or marketing materials.

RIO SCHOOL DISTRICT

March 7, 2019

Page Six

Due to the nature of the remodel work, PK:A is not responsible for any unforeseen problems that may arise during the construction within the existing building or any other work not specifically included herein.

If the foregoing is acceptable, your signature on this Proposal and its return to P+K Architecture Inc. will constitute an Agreement and acceptance of its terms and your authorization to proceed. It is understood that no changes shall be made except in writing.

Sincerely,
P+K ARCHITECTURE INC.
a California Corporation

Agreement is hereby Approved and Accepted by:
RIO SCHOOL DISTRICT

Mark R. Kellogg, AIA, IIDA
Architect License No. C 22989

Signature

Print Name



general terms of agreement

The following Terms of Agreement are to be attached to and considered part of the contract or proposal as referenced thereto and are agreed to in whole by the Architect, Client and Consultants. In the event that said contract or proposal requires an AIA Agreement, its terms and conditions as agreed upon between Architect, Client and Consultant would therefore supersede these terms.

The project description and professional services provided shall be limited to the scope as described in the actual contract or proposal to which this document is attached. No other project scope or professional services are implied by this Agreement.
Compensation:

Compensation is for professional architectural services only and does not include direct project reimbursable costs. Consultant engineering fees and services are included only when so stated specifically and requested by client in the contract or proposal. If Consultant contracts or proposals are attached to the actual contract or proposal please review for scope of service and terms of agreement provided by such consultants.

Architectural Hourly Rates:

The following are the rates charged for Architect's principals and employees while performing services on an hourly basis directly related to each work assignment during the course of the normal daily schedule or 40 hours each week. Overtime rates will be adjusted to one and one half times the normal hourly rate for direct client authorized time performed by each employee beyond the normal daily schedule or 40 hours each week. This list is subject to periodic revision but should maintain during the length of given signed contract or proposal. Revisions will be made if the project time is extended due to client delay or rescheduling.

Principal	\$170.00	Senior Project Manager	\$125.00
Director of Interiors	\$170.00	Project Mgr	\$115.00
Senior Architect	\$150.00	Draftsman	\$ 80.00
Senior Designer	\$125.00	Administrative Staff	\$ 60.00
Interior Designer	\$125.00		

Reimbursable Costs:

When considered a direct cost associated with contract or proposal, costs incurred by the Architect or Consultants shall be reimbursed by the Client. Standard industry expenses such as reproduction printing for project distribution or review, photography and graphics, plotting, outside copy service, mailing or delivery, mileage (at prevailing government rates), travel, or any other direct project costs will be billed as a project reimbursable. Unless otherwise agreed to by Architect and Client, the reimbursable expenses will be invoiced to include a 10% administrative processing mark-up. Reimbursable expenses shall not be limited unless stated otherwise in the contract or proposal.

Consultants:

If any consultant fees are included in contract or proposal, Architect hereby acts as Agent solely in regards to the compensation for their services. A 15% administrative mark-up will be invoiced for processing any and all consultant fees that are part of said contract or proposal.

Additional Services:

All additional services outside the specific scope of work in the contract or proposal will be provided at such time it is requested and approved by client and is not included in this agreement.

Payments Due:

All compensation for Professional services, whether Architectural, consultant based or reimbursable shall be invoiced on a monthly basis and shall be due and payable within twenty (20) days after invoice date. The client shall notify the Architect within five (5) business days of any errors or disputes on each invoice. The Architect reserves the right to issue invoices for services and reimbursable costs related to the project after any project closing.

Past due invoices will be subject to late charges at the rate of one and one half percent per month as of the date of delinquency. Architect reserves the right to suspend or terminate this contract or proposal until such time as overdue payments, including late charges, are paid.

Project Delays and Termination:

Should the project be abandoned or delayed by the Client longer than four (4) months at any time during the normal course of the project, this contract shall be considered terminated and compensation for the amount of work completed to that point plus any additional termination fees and reimbursable expenses shall be due and payable by the Client.

This agreement may be terminated by either party upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. In the event of termination, not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with reimbursable expenses then due through to the date of notification of termination. The termination fee shall be 5% of the total contract. Upon termination, all invoices presented by Architect shall become immediately due and payable.

Ownership of Documents:

Drawings, designs, specification and other documents performed under this contract, as instruments of service, are and shall remain the property of the Architect or its Consultants whether the project for which they are made is executed or not. They are not to be used by the client on other projects or extensions to this project except by written agreement by Architect and/ or its consultants including release of liability and appropriate compensation.

Governing Law:

This Agreement shall be governed and Professional services shall be performed in compliance with the laws of the State of California, and applicable governmental regulations, building codes, and ordinances in effect at the date of this Agreement.

Dispute Resolution:

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, Client, Consultant and Architect agree that any unresolved disputes between themselves arising out of or relating to this Agreement shall be submitted in Los Angeles County, State of California, to non-binding mediation or dispute resolutions as defined in Article 8 of AIA B 101 Agreement, unless the parties mutually agree otherwise in writing. It is assumed that all documents pertaining to this Agreement are signed in Los Angeles County, State of California whether or not project, Client or Consultant are located within Los Angeles County. Should any arbitration or litigation be commenced between the parties to this Agreement, the rights and duties or either in relation thereto, the party prevailing in such litigation shall be entitled to recover all reasonable attorney's fee and other costs incurred (excluded consequential, incidental, or economic damages), including reasonable costs expended on any appeal, and in addition to any other relief to which said party may be entitled.

Risk and Liability Limitation:

The professional architectural and engineering fee stated in the contract or proposal to which this document is attached, does not include any contingency or risk amounts, either implied or direct, and is not subject to negotiation, withholding, or retention. It is the Clients' responsibility to retain risk or contingency amounts.

It is expressly understood and agreed between the parties hereto that neither P + K Architecture Inc. nor its officers, directors, agents, employees, or its consultants, shall have any liability whatsoever to the Client, or to anyone claiming through the Client, or to any other party for whose account the services are performed pursuant to this agreement, whether in contract, indemnity, contribution, tort (including negligence) or otherwise, in an amount exceeding 100% of the gross compensation received by P + K Architecture Inc. under this agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Insurance:

Architect agrees to carry Professional Liability Insurance of \$1,000,000.00

Rosie Brockman
PK Architecture
5126 Clareton Drive
Agoura Hills, CA 91301



February 26, 2019 - Revision #1 March 6, 2019

19012 Saddleback Ridge Rd.
Santa Clarita, CA 91351
Phone: 818-731-9120

**Fee Proposal for Engineering Design Services
Rio Tenant Improvement (T.I.)
1800 N. Solar Drive, 3rd Floor, Oxnard CA
Project No. 19017**

Dear Rosie:

Vector Engineering Group, Inc. (Engineer) is pleased to submit this fee proposal for engineering design services to PK Architecture (Client). The project is a 34,600 square-foot (SF) tenant improvement for a school in an existing building located in Oxnard, California. This fee proposal is based on the concept plans and email received on February 26, 2019 and follow-up email received on March 6, 2019.

Vector Engineering Group will provide a field survey of the existing mechanical, electrical and plumbing (MEP) systems, a review of available record documents, MEP construction documents (plans and specs) suitable for permitting, and MEP engineering support during construction.

BASIC ENGINEERING SERVICES INCLUDED:

1. Preparation of Permit Document drawings with Drawing Specifications for the project described above.
2. Design Development Submittal
3. Construction Documents & Specifications Submittal
4. Preliminary Site Survey
5. Title 24 MEP Documentation
6. Shop Drawing Review
7. RFI Responses
8. Attend (2) Local (Oxnard, CA) Design Meetings (in person)
9. **Four (4) Site Visits**
10. Attend (3) conference calls
11. (2) Two-person Construction Observation Trips, which includes (1) Construction Progress Observation Trip and (1) Final Construction Observation Trip. Additional trips will be provided on an hourly basis.

BASIC ENGINEERING SERVICES NOT INCLUDED:

1. Design Services to accommodate Bid Alternates affecting Mechanical & Electrical are excluded.
2. Contractor Value Engineering Consulting is excluded.
3. LEED-compliant design services are excluded.
4. Printing for Construction Documents is excluded.
5. Cost Opinion is excluded.
6. As-Recorded Drawings are excluded.
7. Attendance at Pre-Bid Meeting is excluded.
8. Attendance at Bid Letting is excluded.
9. Attendance at Pre-Construction Meetings is excluded.
10. REVIT modeling and drawings are excluded.

11. Design changes or revisions after substantial completion of design development documents including but not limited to changes to nominal HVAC unit capacity, lighting, power, systems and plumbing fixture layouts are excluded.
12. Submission to Plan check and other agencies is excluded.
13. Plan check or other agency fees & taxes are excluded.
14. Site utilities design is excluded.
15. All design outside the building is excluded.
16. Design of emergency power systems, such as UPS or generator system, is excluded.
17. Design services for science laboratory systems, fume hoods, or other specialized systems, such as process, compressed air, vacuum, gases, etc., are excluded.
18. Demolition plans of existing systems are excluded.
19. Design services for photovoltaic (PV), solar water heating, or other renewable energy systems are excluded.
20. Review or approval of contractor change order cost estimates is excluded.
21. Assistance with utility rebates is excluded.
22. Attendance at weekly or monthly design or construction meetings is excluded.
23. Construction management or supervision of contractors is excluded.
24. Arc flash calculations are excluded.
25. Any other service not listed in proposal is excluded.

ASSUMPTIONS:

1. Drawing format will be AutoCAD.
2. Background drawings including lighting and receptacle layouts in AutoCAD format will be provided for Engineer's use.
3. Low Voltage Systems design and drawings will be furnished by others.
4. Client will provide a comprehensive/destructive survey, air balancing report, system tests, tracing or scoping of existing systems for Engineer's use if needed.
5. Client will provide 30-day load readings for Engineer's use if needed.
6. Equipment space layout and associated specifications will be provided by Client for Engineer's use.
7. Locations of the low voltage system devices and equipment will be identified by Client by completion of design development documents.

SCOPE OF MECHANICAL SYSTEMS DESIGN SERVICES

Systems Included: Domestic Water; Drainage Waste and Vent; Natural Gas; and Heating, Ventilating, and Air Conditioning (HVAC).

Domestic water design services include piping to fixtures and water service to 5'-0" outside the building line and/or connection to existing building domestic water distribution system.

Drainage waste and vent design services include piping to fixtures and sewer service to 5'-0" outside the building line and/or connection to existing building sewer system.

PK Architecture
Rio School T.I.
Project No. 19017
February 26, 2019 – Revision #1 March 6, 2019

Fire Protection design services are limited to sprinkler system performance specifications only. Hydraulic calculations are not included.

Natural gas system design services include interior gas piping to equipment and gas meter and/or connection to existing building natural gas distribution system.

Plumbing design services include specification of plumbing fixtures and water heater.

HVAC design services include design of building heating, cooling, and exhaust systems, including temperature controls.

SCOPE OF ELECTRICAL SYSTEM DESIGN SERVICES

Electrical design services include design of interior wiring for lighting and power and empty raceways for data, telephone, and TV systems.

Electrical service connection will be from a new electricity meter.

Fire alarm system design services are limited to performance specifications only.

COMPENSATION

For the Basic Engineering Services described herein, Engineer will be compensated on the basis of a fixed fee of \$61,500, plus ordinary reimbursable expenses, and any sales taxes applicable.

Billing will be based on the following phases: design development (30%); construction documents (60%); and construction (10%).

Ordinary reimbursable expenses include the costs of travel and out-of-town living expenses, reproduction, delivery and mailing, and any applicable state or local taxes. Ordinary reimbursable expenses are in addition to the compensation for Basic Services and are billed at cost times 1.10.

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the degree of care and skill ordinarily used by similarly situated members of Engineer's profession practicing under similar conditions at the same time and in the same locale. Engineer makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with Engineering services.

If the Basic Engineering Services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement through no fault of Engineer, the compensation due the Engineer shall be equitably adjusted.

Additional services may be provided after execution of the Agreement without invalidating the Agreement. Any additional services beyond the scope of Basic Services will be performed upon authorization, and will be compensated on an hourly basis in accordance with the following Hourly Rate Schedule:

HOURLY RATE SCHEDULE

Registered Engineer	\$145 - \$150/hour
Designer	\$130 - \$145/hour
CAD Technician	\$110 - \$120/hour
Word Processor	\$65/hour

SCHEDULE

Basic Engineering Services (not including construction phase) are to be performed in a timely manner after authorization to proceed with this Project.

BILLING CYCLE

The Engineer's invoice will be submitted to the Client prior to the last day of the month.

The Client agrees to submit the Engineer's invoice to the Owner by the 10th working day of the following month.

The Client shall notify the Engineer within fourteen (14) days of receipt of any bill that is disputed by Client. If the matter has not been resolved within thirty (30) days after notification of the Engineer, either party may terminate the Agreement in accordance with conditions as specified herein.

Engineer shall cease work on the project if the Client does not pay all undisputed portions of Engineer's invoices for any reason. Client shall waive his right to any claim against Engineer, and Client shall indemnify Engineer from and against any claims for injury or loss stemming from Engineer's cessation of service should such services be ceased with less than 50% of services completed.

PK Architecture
Rio School T.I.
Project No. 19017
February 26, 2019 – March 6, 2019



OTHER TERMS

Any change or addition to this Agreement must be made in writing and must be signed by both the Client and the Engineer.

This Agreement shall be governed by California law.

Payments for engineering services rendered and for any reimbursable charges will be made within fifteen (15) days after receipt of payment from the Owner. For any amounts not paid within thirty (30) days after the date of billing, a service charge of one and one-half percent (1.5%) per month plus reasonable collection costs and fees will be added to the payments due to the Engineer.

The Client shall provide all necessary information for this Project, and Engineer shall be entitled to rely on the accuracy and completeness thereof.

Actual construction costs or other costs may vary from any Opinions of Probable Construction Costs, cost estimates, or evaluations prepared by Engineer. Accordingly, Engineer does not warrant such estimates or evaluations.

Job site safety is the responsibility of the Contractor. Contractor shall indemnify Engineer for damages to the extent caused by the Contractor's negligence. Engineer is not responsible for job site safety or for means and methods. Job site safety and means and methods are the responsibility of the Contractor.

Claims or controversy arising between Client and Engineer related to this Agreement, or the breach of this Agreement, shall be subject to mediation prior to any litigation or arbitration. The Client and Engineer agree that if the matter is not settled at mediation, the dispute may, by mutual agreement, be settled by arbitration in California. Arbitration will be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Pre-hearing discovery will be permitted in the time and manner provided by the Federal Rules of Civil Procedure.

Engineer agrees to provide services in the same manner required of the Architect in the Agreement Between the Owner and Architect.

The total aggregate liability of Engineer shall not exceed Engineer's fee for services rendered on the project or as agreed in Agreement between Owner and Architect and with prior approval by Vector Engineering Group, Inc. This limitation of liability applies to any and all causes of action, including but not limited to contract, tort, or any other cause of action. The Client also agrees to bring any claims against the Engineer corporate entity, not against any individual employees of Engineer corporate entity.

Either party may terminate this Agreement upon written seven-day notice if the other party fails to substantially perform in accordance with its terms through no fault of the party initiating the termination. In the event the termination is not the fault of Engineer, Engineer shall be compensated for all services performed up to and including termination date, including all reimbursable charges.

PK Architecture
Rio School T.I.
Project No. 19017
February 26, 2019 – March 6, 2019



Acceptance of this Agreement by a separate document or instrument is limited to the terms contained herein but with exception of Agreement between Owner and Architect. Engineer expressly objects to any different or additional terms contained in the Client's instrument of acceptance, purchase order, acknowledgment, acceptance, or other document.

Please sign, date, and return a copy of this Agreement to us by email or fax. This executed document will be considered our authorization to proceed.

Thank you very much for this opportunity to participate in this project.

Sincerely,

Accepted by:

VECTOR ENGINEERING GROUP, INC.

PK ARCHITECTURE

Jo Ann Rayner, PE

Authorized Representative

President

Title

Title

March 6, 2019

Date

Date

10.12



Agenda Item Details

Meeting	Mar 20, 2019 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.12 Independent Contractor Agreement for Professional Services, Project Management, with Kenco Construction Services, for the District Office Solar and Tenant Improvements
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	55,800.00
Budgeted	Yes
Budget Source	Fund 40
Recommended Action	Staff recommend approval of the Project management Proposal from Kenco for the Solar Project.

Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

Rationale:

KENCO Construction Services, Inc. will provide Ken Hinge to preform project management duties and district representation for the construction of the new district office per the district approved contract drawings as presented by PK Architects. Included in this proposal is the performance of inspections for quality control and quality assurance (QC/QA) and coordination with PK Architects and other District consultants throughout the construction of this project.

KencoSolar.pdf (831 KB)

Administrative Content

Executive Content

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members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.



DSA INSPECTIONS / MANAGEMENT
A Division of the State Architects

DSA Cert #4922 – Class 1.
EIN #27-2782038
SOS Corp. # 3245180

“Building Safer Schools”

**Project Proposal for District Representation,
Project Management, and QC/QA Inspection.**

Date: 3-07-19

Project Client: Rio Elementary School District
2500 Vineyard Ave, Suite 100
Oxnard, Ca. 93030

Proposed Projects: Rio District Office Renovation – Solar Dr.
1800 North Solar Drive
Oxnard, Ca. 93036

DSA App. Number: N/A **File:** N/A

Scope of Work: KENCO Construction Services, Inc. will provide Ken Hinge to preform project management duties and district representation for the construction of the new district office per the district approved contract drawings as presented by PK Architects. Included in this proposal is the performance of inspections for quality control and quality assurance (QC/QA) through out the construction portion of this project.

Project Duration: Estimated project start date February 26th, 2019
Estimated project completion date September 27th, 2019

Project Rate: Project Manager and QC/QA Inspector @ \$90.00 per hour, not to exceed 20 hrs. per week.
This proposal is estimated on a part time bases to ensure cost control. 155 days.
Estimated cost for Management & QC/QA, not to exceed \$ 55,800.00

Note: Please be advised that all schedules are subject to contractor performance.
Therefore the total cost proposal is an estimate and subject to increase or credit.

Project Management Agency Agreement and Contract Duties:

KENCO Construction Services agrees to provide continuous management & inspection of work for compliance with approved contract documents and California Building Codes, including Title 24.. Project Management and Inspection duties are outlined in the California Building Codes, Title 24, Part 1, Chapter 4, Section 4-333 thru 4-342 California Code of Regulations, including DSA Interpretation of Regulations A-6, A-7, A-8, and as incorporated in the following sections:

1. Represent the client under the guidance of the Architect, the Rio District or designated agent. Provide construction management and QC/QA inspections to ensure contract documents are completed and constructed correctly.
2. Schedule and attend all planning, pre-con conferences, project meetings, or meetings as required by the client.
3. Review and confirm all contracts, budget requirements, and contractor payments.
4. Review all contractor's pre-qualification applications, contracts, final bids, and insurance and bond requirements.
5. The Rio District and KENCO Construction Services shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
6. This Agreement shall begin on or about February 26th, 2019, and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the District, and shall apply to other management or inspection projects as requested and approved by the District. The District shall not employ, contract, or engage in business or mutually beneficial relationship with any KENCO employees or consultants introduced to the District through KENCO Construction Services for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, unless written permission is granted prior to each relationship.
7. The Rio School District agrees to pay *KENCO Construction Services, Inc.* our monthly invoice for project services, billed at a rate of \$90.00 per hour for Project Management & Inspections, within 15 working days of receipt of invoice. Each monthly billing shall separately identify hours and charges for each individual school, consistent with required site accounting. KENCO Construction Services shall provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The District shall provide all office space, utility lines, and equipment necessary per the project specifications.
8. KENCO Construction Services shall provide to the District at the end, or during, all documentation in a professional format, either in binders or on a computer CD or thumb drive.
9. KENCO Construction Services shall not bill the client for any time not directly related to the Rio DO Renovation Project or any KENCO representative working directly on the project. Should any emergency arise where the manager/consultant/inspector becomes absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, KENCO will provide a qualified construction manager to complete this project.

X **Kenneth Hinge**

Digital signed by: Kenneth Hinge
DN: cn=Kenneth Hinge, o=KENCO, ou=CSA
email=kenhinge@kenco-inc.com, c=US
Date: 2019.02.05 17:10:44 -0800

X _____

Ken Hinge, President
KENCO Construction Services, Inc.
Date: 2-26-19

District Authorized Agent
Rio School District
Date:

Pg. 2

KENCO Construction Services, Inc.
1230 Doris Ave. Oxnard, Ca. 93030
Phone: (714) 981-2752 - E-mail: kenhinge@kenco-inc.com

10.13



Agenda Item Details

Meeting	Mar 20, 2019 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.13 Awarding the Network Cable Replacement and Upgrade Bid to Pacificom
Access	Public
Type	Action (Consent)
Preferred Date	Mar 20, 2019
Absolute Date	Mar 21, 2019
Fiscal Impact	Yes
Dollar Amount	357,735.00
Budgeted	Yes
Budget Source	Measure L
Recommended Action	Staff recommends awarding the bid for network cable replacement and upgrade for Rio del Norte, Rio Plaza, Rio Real, Rio del Valle, Rio Lindo, and Rio Rosales to Pacificom.
Goals	<p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</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>

Public Content

Speaker: Jarkko Myllari

Rationale:

As approved by the board of trustees on November 14, 2018, Technology Services ran a competitive bid for replacing the old network cables in the district. Pacificom's proposal came out ahead of the other 3 proposals on the fiscal impact as well as on the experience with the District and the references from the surrounding school districts.

District network cables need to be updated in terms of capacity and condition. The older cables are coming to the end of their lifecycle, and are producing manual maintenance and replacement work, which can be anticipated to increase and to cause outages at the sites in question. Replacing the CAT5 cables with CAT6a standard ones will resolve issues of both the capacity and condition.

Administrative Content

[YR 22 Decision Evaluation Matrix - RioSD - Cable Replacement.pdf \(97 KB\)](#)

Executive Content

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E-Rate Bid Assessment Worksheet
Funding Year 2019

District Name Rio ESD

Bid # (if applicable) Rio SD RFP ERATE 01_18_19 Network Cable Replacement

Bid Due Date and Time 2/26/19 @2:00pm

Form 470# 190009866

Allowable Contract Date 1/10/2019

Project or Service Description

Function	Min Capacity	Max Capacity	Entities	Quantity	Units
IC - Cabling			8	165000	Feet
IC - Antennas, Connectors, and Related Components			8	550	Each
BM - Cabling			8	165000	Feet
BM - Antennas, Connectors, and Related Components			8	550	Each

NARRATIVE

RFP Rio School District_RFP ERATE 01_18_19 Network Cable Replacement - The district is requesting bid proposals under the E-Rate Category 2 to provide cable replacement services including the removal all network wiring on all 8 school sites from the MDF to the classrooms and the installation of the required quantity of cables as outlined in the RFP. The work must also include connectors, jacks and other equipment needed to deploy the new cabling. Vendor will be required to include all patch cables to connect the new cables to existing patch panels. The use of a manufacturer, product brand name or make in the specifications is not intended to restrict Bidders. The specification establishes the character or quality of the article desired. Alternative materials or goods on which Bids are submitted must, in all cases be equal or exceed in every detail to the item specified. Bid must clearly state the brand, make or model number. If proposing equivalent material or goods, submit manufacturer's data sheets verifying equivalency as part of Bid submission. ***NOTE that the service types "Basic Maintenance of Internal Connections" (BMIC) and "Managed Internal Broadband Services" (MIBS) are only applicable with the Internal Connections solution proposed meeting the RFP requirements. The District is not soliciting separate bids for BMIC or MIBS.**

Directions: Each factor is worth the same number of points as the weighting percentage. Vendors are rated on how well they meet each factor. The entries for all factors are then totaled for each vendor. The winning bidder is the one with the highest number of total points. The cost of E-Rate eligible goods and services must be weighted most heavily.

No.	Factor	Cost of E-rate eligible service				
		Total Points Available	Pacificom	Extenda	Sky Technology Solutions	AAA Network Solutions
			\$ 357,735.00	\$ 785,778.50	\$ 375,400.09	\$ 481,543.88
			Cost of E-rate Ineligible service		\$ 9,385.00	
			Total Cost of Service to District*			
1	Cost of eligible goods and services (Must have the most points)	20	20	11	18	14
2	Cost of Ineligible goods and services	15	15	15	13	15
3	Total cost of service to District*	10	10	4	8	6
4	Vendor quote meets district's minimum specifications**	15	15	15	15	15
5	Experience with district	10	10	8	8	8
6	Ability to deliver service at start of funding year	10	10	10	10	10
7	Ability to deliver service throughout district geographic region	10	10	10	10	10
8	Financial stability	10	10	10	10	10
Total Points		100	100	83	92	88
						0

* Total cost can include district man hours for training, transition of services, etc...

**Per USAC Schools and Libraries News Brief dated December 3, 2010: "Applicants can have a bid evaluation criterion for preferred make and model or for adherence to local IT standards in their bid evaluation matrix."

Winning Bidder: Pacificom

Disqualified Bidders and reason for disqualification:

Vendor Selected: Pacificom
 Approved By: Jarkko Mylläri
 Title: Director of Technology
 Date: 3/11/2019

10.14



Agenda Item Details

Meeting	Mar 20, 2019 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.14 1800 Solar Dr Internet Service Provision for 2019-2020
Access	Public
Type	Action (Consent)
Preferred Date	Mar 20, 2019
Absolute Date	Apr 29, 2019
Fiscal Impact	Yes
Dollar Amount	54,610.00
Budgeted	Yes
Budget Source	Measure L
Recommended Action	Staff recommends purchasing internet service provision for 1800 Solar Dr for the duration of moving the District Office from 2500 E Vineyard Ave Ste 100, Oxnard CA 93036 to 1800 Solar Dr, Oxnard, CA 93030. The purchase from Spectrum is done under eRate program and is based on the proposal in response to the FCC Form 470 #190021144.

Public Content

Speaker: Jarkko Myllari

Rationale: While the District's main data room is being moved and the school site fiber are being routed to the new same location at 3050 Thames Rd, Oxnard, CA 93036, internet access needs to be ensured for the district administration at 1800 Solar Dr, Oxnard, CA 93030. The one-year contract period enables the District to evaluate the potential need for additional bandwidth and the necessity to connect the District Office to the main data room during eRate year 23, 2020.

[YR 22 Decision Evaluation Matrix - RioSD - 1800 Solar Dr ISP.pdf \(97 KB\)](#)

Administrative Content

Executive Content

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10.15



Agenda Item Details

Meeting	Mar 20, 2019 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.15 Approval of Change Order with Anderson Systems
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	29,547.47
Budgeted	Yes
Budget Source	Measure G
Recommended Action	It is recommended that the change order with Anderson Systems be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This change order consists of multiple line items that were not included or clearly indicated in the bid documents, but required for the delivery of a complete, code compliant system that meets the requirements of the utility companies (SoCal Gas). The value was negotiated and validated by Balfour Beatty and the A4E to ensure that it provides the District with appropriate value and is in alignment with current market pricing.

1. Added DCW, gas and condensate lines for HVAC	\$20,366.47
2. Plumbing changes to Building D rooms D206 and D207.	\$3,260.00
3. Additional tees and valves required by SoCal Gas.	\$5,921.00
Total:	\$29,547.47

Anderson Systems Change Order Cover.pdf (26 KB)

Administrative Content

Executive Content

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Balfour Beatty Construction

Rio School District
2500 E Vineyard Ave
Oxnard, CA 93036

March 7, 2019

Attn: Dr. Puglisi

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

Re: Project 0045-015 Rio STEAM K-8 Campus
BP #16 Plumbing and Site Utilities
Recommendation to Approve CO #16.8 Anderson Systems

Dear Dr. Puglisi,
Please accept this letter as recommendation to request approval for CO #16.8 to Anderson Systems for added items at the above Project, and as amendment to their contract. Scope change to the project is as follows;

PCO No.	GC No.	Description	Reason	Cost/Credit
16.26R1	21R1	Added DCW, gas and condensate lines for HVAC	Per the response to RF1 #626 and the associated plumbing sketches, the following work is to be added rooftop DCW, gas and condensate utilities to rooftop HVAC equipment. This scope was not captured on the original contract drawings. This cost is for the labor and material for the added work.	29,366.47
16.26R1	26R1	Plumbing changes to Building D rooms D206 and D207	Per the response to RF1 #682 and architectural sketch 24, there was input changes to the plumbing waste and vent at Building D room D206 and D207. This changes were due to structural vs. plumbing conflicts. This cost is for the labor and material for changes made.	3,260.00
16.26	27	Additional fees and values required by SoCal Gas.	SoCal Gas required additional test points at the roof top gas regulator, gas meter and seismic valve assembly. This cost is for the labor and material to add the fees and values required by SoCal gas.	5,921.00
Total CO #16.8				29,647.47
Previous CO's				59,418.31
Original Contract				2,900,000.00
Revised Contract				2,988,965.78

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

Respectfully,



Robert Perks
Project Manager, Balfour Beatty

cc. Wael Saleh (RSD)
Rachel Adams (A4E)
Jesus Muguerza Ibarra, Balfour Beatty
Dennis Kuykendall, Balfour Beatty

10.16



Agenda Item Details

Meeting	Mar 20, 2019 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.16 Approval of the Change Order for Standard Drywall
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	32,857.93
Budgeted	Yes
Budget Source	Measure G
Recommended Action	It is recommended that the Board approve the change order with Standard Drywall

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The change order consists of multiple line items related to changed and revised conditions encountered during the course of construction. Detailed descriptions are included in the attached documents, but were driven by corrections needed for structural and code compliance as well as the District requested changes related to cable trays and restroom accessories. The value was negotiated and validated by Balfour Beatty and A4E to ensure that it provides the District with appropriate value and is in alignment with current market pricing.

[Standard Drywall Cover.pdf \(35 KB\)](#)

Administrative Content

Executive Content

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members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

Balfour Beatty Construction

Rio School District
2500 E Vineyard Ave
Oxnard, CA 93036

March 6, 2019

Attn: Dr. Puglisi

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

Re: Project 0045-015 Rio STEAM K-8 Campus
BP #05 Metal Framing, Drywall and Plaster
Recommendation to Approve CO #5.12 Standard Drywall

Dear Dr. Puglisi,
Please accept this letter as recommendation to request approval for CO #5.12 to Standard Dry Wall for added or deleted scope items at the above Project, and as amendment to their contract. Scope change to the project is as follows;

PCO No.	QC No.	Description	Reason	Cost/Credit
5.27	25	Added cost for code compliant vertical shaft wheelchair lift in Bldg E	Reason: Proposed cost to upgrade to a code compliant vertical shaft wheelchair lift per approved submittal 14 4210.002. The originally specified design for a shaft wheelchair lift was not code compliant, therefore another wheelchair lift was specified.	\$9,584.00
5.38R1	37R1	Bedroom Accessory Changes	Per the request of the owner, this cost is for the labor and materials to furnish and install Georgia Pacific towel dispenser 54338 and Bobrick toilet tissue dispenser B-2771. The ones that were originally installed per plan were not District standard.	\$4,488.00
5.41	39	Slim coating becker board in Bldg. E locker rooms	Project documents conflicted as to what type of wall finish Bldg. E locker rooms needed. In the response to RFI 0547, a sketch was provided revising the scope of work, eliminating caulk and providing a final wall finish schedule. This cost is for slim coating of the becker board, installed per RFI 188, so that the walls can be painted.	\$4,081.00
5.45	43	Added FRP in the kitchen	Per the response to RFI 0500 and 010 FRP needed to be installed on the back elevation of the pass-thru wall in the kitchen and the west wall of the dry storage room in order to comply with Ventura County Health Department requirements. Plans did not show FRP nor stainless steel in these areas, this cost represents the cost for installation of FRP in the areas mentioned above.	\$2,221.50
5.47	45	Bldg. D drywall to sheetrock swap	Per the response to RFI 630 to satisfy the DSA field inspector requirements, this pricing is for swapping regular drywall to sheetrock at both sides of wall at Building D second floor in wall ductwork locations. The pricing is for 4' of sheetrock to be install vertically from floor to 8' A.P.F. to strengthen wall due to a lack of framing. Includes a credit for material and labor for the original drywall and taping plus an add for material and labor for sheetrock install and slowed down taping at that location. Added floating of wall will be necessary due to difficulty in hanging sheetrock and to eliminate any "rumps" that may occur because of the increased thickness.	\$8,051.00
5.51	49	Coreboard for elevator enclosure decking	Labor and material to install of sheetrock coreboard at decking within elevator enclosure per RFI 508r1. Install of coreboard required the installation of 2 1/2" metal studs at perforated metal deck for attachment purposes.	\$2,788.00
5.54	52	Added backing for added cable trays in building D	Added costs for the labor and material to install notched backing on 1st and 2nd floor classrooms in building D for cable trays per RFI 591. Design intent was to have loose wire hanging from hooks, the cable trays were added in an effort to conceal the wires.	\$1,059.43
5.55	53	Added Ceiling and Access Panel in Bldg. D Elevator Mechanical Room	Labor and material add ceiling and access panel per response to RFI 042. RFI responses related to modified design required for compliance with State requirements of the mechanical room not correctly addressed in the bid documents.	\$2,894.00
Total CO #5.12				\$32,857.93
Previous Approved CO's				\$ 219,022.02
Original Contract				\$ 6,538,000.00
Revised Contract				\$ 6,789,879.95

10.17



Agenda Item Details

Meeting	Mar 20, 2019 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.17 Approval of the Change Order with Taft
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	25,079.00
Budgeted	Yes
Budget Source	Measure G
Recommended Action	It is recommended that the change order with Taft Electric be approved by the Board.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The change order consists of three line items related to changed field conditions and/or owner requested changes for an improved completed project. The value was negotiated and validated by Balfour Beatty and the A4E to ensure that it provides the District with appropriate value and is in alignment with current market pricing.

1. Add S5 fixtures at Bldg. D exterior.	\$5,015.00
2. Add cable trays in Bldg. D interior.	\$13,232.00
3. Add power for Yalp play structure	\$6,832.00
Total	\$25,079.00

[Taft electric change order cover.pdf \(23 KB\)](#)

Administrative Content

Executive Content

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Balfour Beatty Construction

Rio School District
2500 E Vineyard Ave
Oxnard, CA 93036

March 6, 2019

Attn: Dr. Puglisi

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

Re: Project 0045-015 Rio STEAM K-8 Campus
BP #20 Electrical and Elevator
Recommendation to Approve PCO #20.10 to Taft Electric

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for #20.10 to Taft Electric, Inc. for added or deleted scope items at the above Project, and as amendment to their contract. Scope change to the project is as follows:

PCO No.	GC No.	Description	Reason	Cost/Credit
20.21	30	Added 66 fixtures at Bldg. D exterior	Due to a conflict with structural steel, the exterior light layout at building D had to be re-configured. This cost is for the labor and material to accommodate the changes made per RFI 888	\$ 6,015.00
20.22R1	32R1	Added cable trays in Bldg. D interior	Current design showed J-hooks for all the cable runs which would show all exposed wires in the building ceiling. Per the direction of RFI 891 cable trays are to be installed instead of J-hooks. This cost is for the labor and material to install cable trays in building D.	\$ 13,232.00
20.23	31	Added power for Yale play structure	This cost is for the labor, material and equipment required to provide power to the Yale play structure that was added by the owner.	\$ 6,532.00
Total CO #20.10				\$ 25,079.00
Previous Approved CO's				\$ 21,421.00
Original Contract				\$ 4,482,000.00
Revised Contract				\$ 4,508,500.00

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

Respectfully,



Robert Perks
Project Manager, Balfour Beatty

cc. Rachel Adams (A/E)
Dennis Kuykendall, Balfour Beatty
Wael Saleh Rio SD

10.18

**Agenda Item Details**

Meeting	Mar 20, 2019 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.18 Approval of Change Order with Devries Construction
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	2,095.00
Budgeted	Yes
Budget Source	Measure G
Recommended Action	It is recommended that the change order with Brian Devries Construction be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This change order is for an addition of a curb to support the exterior wall at Bldg. D for the concealment of the exterior ductwork. This added wall changes from the bid scope, adding protection for the previously exposed duct as well as more complete finish of the stucco based on the clearance achieved after field coordination of the installation. The value was negotiated and validated by Balfour Beatty and the A4E to ensure that it provides the District with appropriate value and is in alignment with current market pricing.

[Brian Devries change order cover.pdf \(19 KB\)](#)

Administrative Content**Executive Content**

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Balfour Beatty Construction

Rio School District
2500 E Vineyard Ave
Oxnard, CA 93036

March 6, 2019

Attn: Dr. Puglisi

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

Re: Project 0045-015 Rio STEAM K-8 Campus
BP #02 Concrete
Recommendation to Approve CO #2.7 Brian Devries Construction

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #2.7 to Brian Devries Construction for added or deleted scope items at the above Project, and as amendment to their contract. Scope change to the project is as follows;

PCO No.	GC No.	Description	Reason	Cost/Credit
2.35	22K-31	Added Curb for Bldg. D North Elevation Dust Concealment	This cost is for the labor and materials to install a concrete curb around the exposed ductwork at 2nd floor of Bldg D north elevation so that the concealment wall can be built.	\$ 2,095.00
Total CO #2.7				\$ 2,095.00
Previous Approved CO's				\$ 9,372.75
Original Contract				\$ 3,698,000.00
Revised Contract				\$ 3,709,467.75

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

Respectfully,



Robert Perks
Project Manager, Balfour Beatty

cc. Rachel Adams (A/E)
Jesus Muguerra Ibarra, Balfour Beatty
Dennis Kuykendall, Balfour Beatty

10.19



Agenda Item Details

Meeting	Mar 20, 2019 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.19 Approval of Change Order with Valencia Sheetmetal
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	149.50
Budgeted	Yes
Budget Source	Measure G
Recommended Action	It is recommended that the change order with Valencia Sheetmetal be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This change order consists of line item that was required for the waterproofing of a wall that required modification due to construction issues. The value was negotiated and validated by Balfour Beatty and the A4E to ensure that it provides the District with appropriate value and is in alignment with current market pricing.

[Valencia sheet metal change order cover.pdf \(21 KB\)](#)

Administrative Content

Executive Content

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Balfour Beatty Construction

Rio School District
2500 E Vineyard Ave
Oxnard, CA 93036

March 7, 2019

Attn: Dr. Puglisi

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

Re: Project 0045-015 Rio STEAM K-8 Campus
BP #08 Sheet Metal
Recommendation to Approve CO #8.4 Valencia Sheet Metal

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #8.4 to Valencia Sheet Metal for added or deleted scope items at the above Project, and as amendment to their contract. Scope change to the project is as follows;

CO No.	QC No.	Description	Reason	Cost/Credit
8.4	4	Added coping at building D DE low parapet wall	Cost to install the wider coping at the parapet wall along grille DE of building D roof per the response to RFI #010.	\$ 149.50
Total CO 8.4				\$ 149.50
Previous Approved CO's				\$ 1,920.89
Original Contract				\$ 260,581.00
Revised Contract				\$ 262,631.39

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

Respectfully,



Robert Perks
Project Manager, Balfour Beatty

cc. Wael Saleh (RSD)
Rachel Adams (A4E)
Jesus Muguerza Ibarra, Balfour Beatty
Dennis Kuykendall, Balfour Beatty

10.20



Agenda Item Details

Meeting	Mar 20, 2019 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.20 Approval of Change Order with Junior Steel
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	16,758.00
Budgeted	Yes
Budget Source	Measure G
Recommended Action	It is recommended that the change order with Junior Steel be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The change order consists of multiple line items that were not included or clearly indicated in the bid documents, but required by the structural engineer during site visits and revised the contractor's scope post-bid. The value was negotiated and validated by Balfour Beatty and the A4E to ensure that it provides the District with appropriate value and is in alignment with current market pricing.

1. Added angle supports for Building E evaporators.	\$4,247.00
2. Added HSS to Building E parapet wall (Grid lines E6 and E7)	\$3,816.00
3. Added HSS to Building E parapet wall (Grid lines EG.3 and E7)	\$7,409.00
4. Added field welding at Building E	\$1,286.00
Total:	\$16,758.00

[Junior Steel change order cover.pdf \(37 KB\)](#)

Administrative Content

Executive Content

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Balfour Beatty Construction

Rio School District
2500 E Vineyard Ave
Oxnard, CA 93036

March 7, 2019

Attn: Dr. Puglisi
Subject: Rio STEAM K-8 Campus
Rio School District
Oxnard, CA

Re: Project 0045-015 Rio STEAM K-8 Campus
BP #04 Structural Steel
Recommendation to Approve CO #4.6 Junior Steel

Dear Dr. Puglisi,
Please accept this letter as recommendation to request approval for CO #4.6 to Junior Steel for added or deleted scope items at the above Project, and as amendment to their contract. Scope change to the project is as follows;

PCO No.	GC No.	Description	Reason	Cost/Credit
4.24	24	Added angle supports for building E evaporators	Additional angle supports that were not shown on the plans were added to support the evaporating units for the kitchen hood. This cost is for the material and labor to add those supports as confirmed by ACR in the response to RFI 486.	\$ 4,247.00
4.27	27	Added HSS to building E parapet wall	During a site visit, the SEOR added HSS at the parapet wall of building E between gridlines E6 and E7 south of gridline E8 and at gridline EA. HSS were not shown on plans, this cost is material and installation.	\$ 3,818.00
4.28	28	Added HSS to building E parapet wall	During a site visit, the SEOR added tubes and stiffeners at building E along gridlines E3.3 between E7 and E8.8. These additional tubes and stiffeners were not shown on plans, this cost is material and installation.	\$ 7,408.00
4.30	30	Added field welding at building E	Added field welding was added by SEOR during a site visit between gridlines E3.9 and E4.6. No detail was shown in the plans for the welding of tube steel to light gauge metal along these gridlines. This cost is for the equipment and labor added.	\$ 1,288.00
Total CO #4.6				\$ 16,758.00
Previous Approved CO's				\$ (178,488.00)
Original Contract				\$ 3,317,000.00
Revised Contract				\$ 3,155,289.00

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



Robert Perks
Project Manager, Balfour Beatty

cc. Wael Saleh (RSD)
Rachel Adams (A4E)
Dennis Kuykendall, Balfour Beatty

10.21



Agenda Item Details

Meeting	Mar 20, 2019 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.21 Approval of Change Order with Abdellatif Enterprises, Inc.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	801.83
Budgeted	Yes
Budget Source	Measure G
Recommended Action	It is recommended that the Change Order with Abdellatif Enterprises be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This change order is for an added scope item to the project. Added curbs at Building A and E canopy for sun control devices. The cost is for the labor and material to build the above mentioned wood curbs.

[Abdellatif Change Order.pdf \(59 KB\)](#)

Administrative Content

Executive Content

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Balfour Beatty Construction

Rio School District
2500 E Vineyard Ave, Suite 1-100
Oxnard, CA 93036

February 11, 2019

Attn: Wael Saleh, Assistant superintendent Business Services

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

Re: Project 0045-015 Rio STEAM K-8 Campus
BP #23 Rough Carpentry
Recommendation to Approve CO 23.3 to Abdellatif Enterprises, Inc.

Dear Ms. Pflko,
Please accept this letter as recommendation to request Board approval for CO 23.3 to Abdellatif Enterprises, Inc. for added scope items at the above Project. Scope change to the project is as follows:

CO No.	SC No.	Description	Reason	Cost/Credit
23 b	5	Added curbs at building A and E canopy for sun control devices	Wood curbs had to be added at the upper side of sun control devices of the canopy between building A and E. This curbs had to be added so that the canopy could be roofed properly and accepted by the roofing manufacturer. This cost is for the labor and material to build the above mentioned wood curbs.	\$ 401.83
Total CO #23 3				\$ 801.83
Previous COs				\$ (78,880.00)
Original Contract				\$ 1,029,000.00
Revised Contract				\$ 960,921.83

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

Respectfully,



Robert Perks
Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District
Rachel Adams, Architecture for Education
Jesus Muguerra Ibarra, Balfour Beatty
Dennis Kuykendall, Balfour Beatty

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

**CO 23.3
2-11-19**

PROJECT NO: 0045-015

CO NO: 23.3

PROJECT NAME: RIO STEAM K-8 CAMPUS

CONTRACTOR: Abdellatif Enterprises, INC.

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$1,029,000.00
Previous Approved Change Orders	\$ (78,880.00)
This Change Order	\$ 801.83
Adjusted Contract Amount	\$ 950,921.83

TIME:

Original Contract Completion Date	December 2018
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	0
Adjusted Contract Completion Date	December 2018

IT IS AGREED BY THE CONTRACTOR THAT THE ADJUSTED CONTRACT AMOUNT AND/OR TIME, IF ANY, INCLUDES FULL AND COMPLETE EQUITABLE ADJUSTMENT AND COMPENSATION FOR ALL CONTRACT WORK AND EXTRA WORK PERFORMED ON THE PROJECT INCLUDING BUT NOT LIMITED TO CHANGES, DIFFERING SITE CONDITIONS, SUSPENSIONS, DELAYS, RESCHEDULING, ACCELERATION, IMPACT AND EXTENDED OVERHEAD AS IT RELATES SPECIFICALLY TO ITEMS 23.5 OF THE ATTACHED LISTING. CONTRACTOR HEREBY WAIVES ANY AND ALL RIGHT TO ADDITIONAL COMPENSATION OR TIME ARISING OUT OF THE WORK SPECIFIC TO ITEMS 23.5 OF THE ATTACHED LISTING, AND HEREBY ACKNOWLEDGES AND AGREES THAT THE AMOUNT SHOWN ABOVE CONSTITUTES PAYMENT IN FULL ACCORDING TO THE CONTRACT DOCUMENTS.

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

RIO SCHOOL DISTRICT

Contractor: Abdellatif Enterprises, Inc

By _____

By _____

Date _____

Date _____

District Architect; Architecture 4 Education

District PM/CM; Balfour Beatty Construction

By _____

By  _____

Date _____

Date 2/11/2019

PCO to Contract
Rio Bid 0045-015

