

9.10



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.10 Approval of proposal from KBZ Architecture for the modular placement of classrooms due to the increased enrollment at RDV
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Measure L
Recommended Action	It is recommended that the proposal from KBZ be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Board action to approve an Architectural Services proposal from KBZ Architects for the Design of DSA Approved Plans and Specifications for the installation of 2 Modular Classroom Buildings at Rio Del Valle Middle School due to increased student enrollment. This will be a measure L project.

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.

9.11



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.11 Approval of Intent to Award with Monet Construction for the Rio Lindo Renovation job
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	3,798,000.00
Budgeted	Yes
Budget Source	Measure L
Recommended Action	It is recommended that Monet Construction be awarded the Rio Lindo Renovation project.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

On August 12, 2019 at 10:00 am 3 Bids were received for Project #50-002, Building A Renovation at Rio Lindo Elementary School. The 3 Bids received were from Monet Construction, Ardalan Construction and Omega Construction. Bids were opened and Monet Construction appeared to be the apparent low bidder at \$3,798,000.00. Second Low Bidder was Ardalan Construction at \$4,140,000. The third low bidder was Omega Construction but due to their arrival being 10 minutes after the bid deadline, there bid was not accepted.

Balfour Beatty Construction reviewed the two bidders bid documents for Responsiveness including the Designation of Subcontractors document provided as a part of the bid package. Monet Construction who provided the low bid was found to have 1 listed Subcontractor (Anchor Plumbing, Heating & HVAC) who from the information provided and reviewed on the CSLB Website was shown as a Sole Proprietor business and had a Suspended License due to no Workman's Compensation insurance. This was the only issue found in the bid documents submitted from Monet. Ardalan Construction who was the second low bidder was found to have all bid documents in order to be determined as a responsive bidder.

Balfour Beatty notified Monet Construction of the Discrepancy and asked the contractor to provide an explanation in writing for the error or issue found in the bid documents in the designation of subcontractors Document submitted at bid time. In addition, Balfour Beatty Construction after discussing with District Administrators provided this information to District Counsel (Lisa Kaplan) for additional direction to obtain a solution to award the contract.

Monet Construction provided a response letter indicating that they (Monet Construction) made an error while completing the bid form where they used old information in their computer to complete the bid form and subcontractors information instead of using the information on the subcontractors bid provided at bid time. Monet Construction stated they did not know Anchor Plumbing, Heating & HVAC was in the process of changing from a Sole Proprietorship based business to a Corporation. This would explain why the license number shown on the bid document referred to a sole proprietor on the CSLB website that was suspended due to the change from sole proprietorship to a corporation with the Contractors State License Board while the company name now incorporated listed on the bid document for Anchor Plumbing, Heating & HVAC showed the license as active with no issues on the CSLB website.

Balfour Beatty Construction sent Monet Construction's information to the District's legal counsel (Lisa Kaplan) who reviewed the response letter and back up information and determined the response was acceptable as a minor clerical error to allow the Rio School District to move forward with an award of contract to Monet Construction.

[MONET INTENT TO AWARD.pdf \(765 KB\)](#)

[Monet Construction Bid.pdf \(2,167 KB\)](#)

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.



EDUCATING LEARNERS FOR THE 21ST CENTURY

Board of Trustees

Joe Esquivel, President
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John D. Puglisi, Ph.D., Superintendent

Richard Boctor, President
Monet Construction, Inc.
7610 Day St.
Tujunga, CA 91042

August 14, 2019

Dear Richard Boctor,

Notice of Intent to Award for Building A Renovations at Rio Lindo Elementary School, RSD Project # 50-002

On August 12th, 2019, the Rio School District ("District") received bid responses for Bid #50-002 Building A Renovations at Rio Lindo Elementary School in Oxnard, CA as indicated below:

<u>Contractor</u>	<u>Total Base Bid</u>
Monet Construction, Inc.	\$3,798,000.00
Ardalan Construction Company, Inc.	\$4,140,000.00

Pursuant to Instructions to Bidders Article 18, the District intends to award the subject bid to the lowest responsive bidder, Monet Construction, Inc. for the Total Base Bid, subject to approval by the District's Board of Trustees. Recommendation of award will be heard during the Board of Trustees meeting on Wednesday August 21st, 2019. The open session starts at 6:00 p.m. The meeting will be held in the District's Board Room at the Office of Student & Family Services, which is located at 3300 Cortez Street, Oxnard, CA 93036.

Pursuant to Instruction to Bidders Article 34, any bidder submitting a Bid to the District may file a protest of the District's intent to award the Contract to this office not more than three (3) calendar days following the opening of bids (the "Bid Protest Deadline").

The District would like to thank you for your participation and appreciates your time and effort in submitting a bid for this Project. If you have any questions regarding this transmittal, please do not hesitate to contact me at (805) 485-3111 or wsaleh@rioschools.org.

Sincerely,

Wael Saleh, MBA CPA
Assistant Superintendent Of Business Services

SECTION 00210

BID FORM

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

FROM: Monel Construction, Inc.
(Name of Bidder as listed on License)
7610 Day St.
(Address)
Tujunga, CA 91042
(City, State, Zip Code)
818-330-7306 818-330-7308
(Telephone) (FAX)
Richard Doctor, President
(Name(s) of Bidder's Authorized Representative(s) & Title)

1. Bid.

1.1 Bid Amount. Pursuant to and in compliance with the Notice to Contractors Calling for Bids, the Instructions for Bidders and the other documents relating thereto, the undersigned bidder having reviewed the Instructions for Bidders and all other Contract Documents¹ and upon compliance with all requirements therein with reference to the submittal of this bid, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes, and services necessary to perform the Contract and complete in a workmanlike manner all of the Work required for the Project described as: Building A Renovations at Rio Lindo Elementary School, RSD Project # 50-002 in accordance with the Contract Documents for the sum of:

"Total" Base Bid: Building A Renovations at Rio Lindo Elementary School, RSD Project # 50-002

Three million seven hundred ninety-eight thousand Dollars (\$ 3,798,000.00)
(Amount in Words) (In Numbers)

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

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

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

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

Add/Alternate Bid NONE

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

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

Addenda No. 1, dated 01/30/19 through No. 2, dated 08/07/19, received, acknowledged and incorporated into this bid.

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

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

3. Documents Comprising Bid. The undersigned bidder has submitted as its bid the following:

- 00210 Bid Form
- 00215 Designation of Subcontractors
- 00218 Contractors Registration Certification (DIR)
- 00220 Non-Collusion Affidavit
- 00222 Certification of Prevailing Wage
- 00230 Contractor's Statement of Experience
- 00240 Acknowledgment of Bidding Practices Regarding Indemnity

00300 Bid Bond

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

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

License Number: 826930

Class A Expiration date 10/30/2019

Class _____ Expiration date _____

Class B Expiration date 10/30/2019

Class _____ Expiration date _____

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

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

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

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

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

(Corporate Seal)



Signature of Bidder's Authorized Representative

Richard Boctor

Typed or Printed Name

President

Title

rich@monetinc.net

E-mail Address of Bidder's Authorized Representative

1000004871

Department Of Industrial Relations Registration Number

08/09/2019

Date

END OF SECTION

SECTION 00215

DESIGNATION OF SUBCONTRACTORS

(Must be submitted with bid)

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

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

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

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

SUBCONTRACTOR LIST

Subcontractor's Licensed Name and DIR Registration Number (Required)	Subcontractor Valid License Number (Required)	Complete address of Subcontractor's Office, Mill or Shop (Required)	Subcontractor's Trade or Portion of Work (Required)
J+C Contractors 100008549	884290	683 W State St Ste A Ontario CA 91762	Abatement
Ace Fence Company 100004082	996577	727 N. Glendora Ave La Puente CA 91744	Chainlink Fence
LAM Tile 1000055906	1004168	1003 Rimpa Ave #101 Corona CA 92879	Interior Wood Casework
Stone Roofing 1000001595	159149	730 N Canon Hand Azusa CA 91702	Roofing
All American Roofing 100005068	669242	131 Mallard Way Oakland CA 93030	metal flashing Sheet metal
Woods Commercial Doors 1000069104	915322	4852 Flint St Corona CA 92883	Ceiling counter Doors
Center Glass Company #9 100008277	244559	3910 A Mission Market St Ventura CA 93003	Aluminum Entrances and Storefront
Visalia Ceramic Tile 100000896	481599	917 North America St Visalia CA 93291	Ceramic tile
Waterproofing 1000000000	800000	1000000000 1000000000	Roofing Roofing
Specialty Flooring 1000380822	933651	7525 Jurupa Home Ste E Riverside CA 92504	Epoxy flooring
Ray Mac Painting 1000012465	888007	79 Daily Drive Ste 189 Camarillo CA 93010	Interior Painting
Kamayan & Company 1000003444	687988	411 East Montecito St Santa Barbara CA 93101	Food Service Equipment.
Anchor Plumbing Heating - HVAC 1000037856	854687	11024 Balboa Blvd Ste 1650 Granada Hills CA 91344	Plumbing + HVAC
Star Hardware Inc 1000005159	764703	201 N Ponderosa Ave Ontario CA 91761	Doors & Hardware
Grigoris Electric 100001262	967653	1109 W San Bernardino Rd Ste 120 Corona CA 91722	Electrical Fire Alarm

Name of Bidder:

Monet Construction Inc.

Authorized Signature:

SUBCONTRACTOR LIST

Subcontractor's Licensed Name and DIR Registration Number (Required)	Subcontractor Valid License Number (Required)	Complete address of Subcontractor's Office, Mill or Shop (Required)	Subcontractor's Trade or Portion of Work (Required)
Prime Acoustics 1000004361	739826	31129 Via Cobles Ste 702 Westlake Village CA 91362	Acoustic Ceiling
Floor Connection 1000002267	665417	141 Brisco Rd Arroyo Grande CA 93420	Resilient Flooring
Boob's Fire Protection 10000021697	512804	10136 Langmuir Ave Sunland	Fire Sprinklers

Name of Bidder: Monet Construction, Inc
 Authorized Signature: 

SUBCONTRACTOR LIST

Subcontractor's Licensed Name and DIR Registration Number (Required)	Subcontractor Valid License Number (Required)	Complete address of Subcontractor's Office, Mill or Shop (Required)	Subcontractor's Trade or Portion of Work (Required)

Name of Bidder: Monet Construction, Inc.

Authorized Signature: 

END OF SECTION

**SECTION 00218
CERTIFICATION OF CONTRACTOR AND
SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION
(DIR)**

Pursuant to Public Contract Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial relations in order to bid on, to be listed in a bid proposal or to engage in the performance of any defined public work contract.

I Richard Boctor President certify that
(Name) (Title)

Monet Construction, Inc. is currently registered as a contractor with the Department of Industrial
(Contractor Name)

Relations (DIR):

Contractor's DIR Registration Number 1000004871

Expiration date October 30, 2019

Contract further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in its invitation to bid the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at time of bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project within 24 hours of the bid opening.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above may result in a determination of non-responsiveness.

I declare under penalty of perjury under California law that the foregoing is true and correct.



Signature

08/08/2019

Date

**SECTION 00218
CERTIFICATION OF CONTRACTOR AND SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS
REGISTRATION**

Building A Renovations at Rio Lindo Elementary School
RSD Project # 50-002

SECTION 00220

NON-COLLUSION AFFIDAVIT

(Must be submitted with bid)

STATE OF CALIFORNIA
COUNTY OF Los Angeles

I, Richard Boctor, being first duly sworn, deposes and
(Typed or Printed Name)
says that I am the President of Monet Construction, Inc.
(Title) (Company Name)

the party submitting the foregoing bid proposal (the "Bidder"). In connection with the foregoing bid proposal ("Bid Proposal"), the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this 9th day of August, 2019 at Tujunga, Los Angeles, CA
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



(Signature)

7610 Day St.

(Address)

Richard Boctor

(Name Printed or Typed)

Tujunga, CA 91042

(City, State and Zip)

(818) 330-7306

(Area Code and Telephone Number)

info@monetinc.net

(Email)

END OF SECTION

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SECTION 00222

**CERTIFICATION OF PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS**

PROJECT/CONTRACT NO.: Building A Renovation between Rio School District
("District") and Monet Construction, Inc. ("Contractor"
or "Bllder") ("Contract" or "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: 08/09/19

Proper Name of Contractor: Monet Construction, Inc.

Contractor Signature: 

Print Name: Richard Bector

Title: President

Section 00222
Certification of Prevailing Wage and Related Labor Requirements
Building A Renovations at Rio Lindo Elementary School
RSD Project #50-002

SECTION 00230

CONTRACTOR'S STATEMENT OF EXPERIENCE

(Must be submitted with bid)

The signatory of this Contractor's Statement of Experience ("Statement") guarantees the truth and accuracy of all statements and of answers to all questions hereinafter made. Failure to complete and return this Statement, or any false statement therein, may render a bid non-responsive at the sole discretion of the Rio School District. All portions must be completed. Contractors who do not thoroughly complete this form will be deemed non-responsive and will be excluded from submitting a bid.

1. Business Name: Monet Construction, Inc.
(Note: Name must correspond with Contractor's License in every detail.)
2. Business Address: 7610 Day St., Tujunga CA 91042
3. Telephone Number: 818-330-7306 Facsimile Number: 818-330-7308
4. Corporation, Partnership, Individual, Joint Venture, Sole Proprietorship? Please indicate below:
Corporation
5. State of California Contractor's License Number: 826930
6. Expiration Date: 10/31/2019 Date Acquired: 10/30/2003
7. License Classification: A&B
8. Supplemental Classification and Number: NA
9. Classification of Specialty: NA
10. Tax Identification Number: 90-0082133
11. Department of Industrial Relations (DIR) Contractors Registration Number: 1000004871
12. Date Business Was Formed: 03/14/2003
13. Date of Incorporation: 03/14/2003
14. If a corporation, partnership, or limited liability company, organized under the laws of the State of California

15. Any recent (last three years) change in control of company? No
If yes, please explain on a separate signed sheet.
16. Name the person(s) with whom you have been associated in business as partners or in a joint venture
NA
17. How many years of experience does your company have in construction? 16
18. As a General Contractor? 16 As a Subcontractor? 16
19. Are the company or its owners connected with other companies as a subsidiary, parent, holding or affiliate? No If yes, please explain on a separate signed sheet.
20. Please list corporate officers, partners, proprietor(s), owner(s), key personnel:

Name	Years w/Firm	Position	% of Ownership	Social Security Number
<u>Richard Bactor</u>	<u>16</u>	<u>Owner</u>	<u>100</u>	<u>474-88-XXXX</u>

20. Have officers or principals of firm ever had their license(s) suspended or revoked? NO
If yes, please explain on a separate signed sheet.
21. In what type of construction do you specialize? school, government agency, public works
22. Separately list (1) projects your organization has completed within the past five (5) years and (2) all projects similar to this one which have been regulated by the Division of the State Architect and/or public works projects on which you have worked within the past ten (10) years providing the below information. Use additional sheets of paper, if necessary.

PLEASE SEE ATTACHED

Year _____ Type of Work _____
Original Contract Amount _____ Final Contract Amount _____
Location of Work _____
Name and phone current phone number of person for whom work performed _____

Year _____ Type of Work _____
Original Contract Amount _____ Final Contract Amount _____
Location of Work _____
Name and phone current phone number of person for whom work performed _____

Year _____ Type of Work _____
Original Contract Amount _____ Final Contract Amount _____
Location of Work _____
Name and phone current phone number of person for whom work performed _____

Year _____ Type of Work _____
Original Contract Amount _____ Final Contract Amount _____
Location of Work _____
Name and phone current phone number of person for whom work performed _____

Year _____ Type of Work _____
Original Contract Amount _____ Final Contract Amount _____
Location of Work _____
Name and phone current phone number of person for whom work performed _____

22. How many years of experience under this license does your company have in construction work under State of California Division of the State Architect regulations? 16

23. List the names of three architects or engineers on whose Division of the State Architect projects you have worked in the past five years under the California contractor's license(s) listed above:

Year	Type of Job	Name, Address, and Telephone Number of Architect/Engineer
2019	Valley View MS Classroom Beautification	Simi Valley USD - 101 W. Cochran St., Simi Valley CA 93065, Jim McGregor 805-306-4500 x4472
2019	Glendale Community College Admin Bldg, Renovation	Moreto Mathison & Asst - 1315 S. Grand Ave, Suite 202, Glendora CA 91740, David Mathison, 626-594-03
2019	College of the Canyons Bldg. Remodel	DLR Group - 700 S. Flower St., 22ND Floor, Los Angeles, CA 90017, Shoji Takeshima, 213-800-9400

24. List the names of three Division of the State Architect inspectors on whose projects you have worked in the last three years under the contractor's license(s) listed above:

Year	Type of Job	Name, Address, and Telephone Number of Inspector
2019	Valley View MS Classroom Beautification	Simi Valley USD - 101 W. Cochran St., Simi Valley CA 93065, Jim McGregor 805-306-4500 x4472
2019	Glendale Community College Admin Bldg, Renovation	VIS - 5505 E. Santa Ana Cyn Rd. #18771, Anaheim CA 92817, Tony Castiglioni 310-387-9923
2019	College of the Canyons Bldg. Remodel	FL INSPECTION SERVICES - VANCE ABRAMS, 661-714-4365, Vlabrams99@sbcglobal.net

25. List ten subcontractors with whom you have worked in the last three years, their specific specialty and type of project, such as primary construction work or Division of the State Architect projects:

Type of Project	Specialty	Name, Address, and Telephone Number of Subcontractors
Glendale CC - Admin Bldg. Renovation	Electrician	GUIRGUIS ELECTRIC - 13349 PRECIADO AVE. CHINO, CA 91710 626-926-8046
Valley View MS - Classroom Beautification	Painter	RAY-MAC PAINTING, INC. - 2866 DIAMOND DR., CAMARILLO, CA 93010 805-857-5308
Glendale CC - Admin Bldg. Renovation	Plumber	ANCHOR PLUMBING - 11024 BALBOA BLVD. STE 1650, GRANADA HILLS, CA 91344 MOVSES ANSERLIAN 818-605-3656
Joshua ES - Cafeteria Modernization	Roofing	ALL AMERICAN ROOFING - 131 MALLARD WAY, OXNARD, CA 93030 CHRALES VON FRANKENBERG 805-388-2121
Moorpark College - Sitework Utilities	Electrician	VENCO ELECTRIC - 2360 STURGIS RD. STE D, OXNARD, CA 93030 JENNIFER MORRIS 805-278-1922

26. What is the construction experience of the principal individuals of your present organization?

Years of Construction Experience Related to This Project	Magnitude and Type of Project	*Present Position or Office in Your Organization	Time With the Firm
<i>*Company head, project manager for this type of project, superintendent for this type of project.</i>			
Richard Boctor - 75%	Owner & Project Manager, 30+ years		16yrs
Please refer to our Project track records attached			
Sam Naguib - 100%	Project Manager, 13 years		6yrs
Valley View MS \$398,000 Glendale CC \$603,593 COC \$784,000 Joshua ES \$3,439,950			
Efren Garcia - 100%	Super Intendent, 25+ years		9yrs
Westminster Project \$4,434,028 Moorpark College \$1,503,266 Live Oak Library \$4,089,371			
Petronilo Flores - 100%	Super Intendent, 25+ years		4yrs
Activity Center \$1,626,704 Glendale CC \$603,593 Guardian Bldg. \$809,982			
Petronilo Garcia - 100%	Super Intendent, 18 years		3yrs
Joshua E.S. \$3,439,950 COC-West P.E. Building \$784,000 Cottonwood E.S. \$3,219,596			

27. List your firm's five major suppliers of equipment, supplies and materials:

Material/Service Provided	Name	Complete Address	Telephone Number
	Equipment Rentals LAX Equipment, Inc.	830 West Florence Ave., Inglewood, CA 90301	310-330-2657
	Concrete Mix Robertson's Ready Mix	PO Box 3600, Corona, CA 92878	951-493-6511
	Building Supplies BMC Building Supply	7151 Lankershim Blvd., North Hollywood, CA 91605	323-478-2200
	Building Materials Westside Building Materials	1050 West Ave. L-12, Lancaster, CA 93534	661-949-9468
	Plumbing Materials Ferguson Enterprises	7651 Woodman Ave. Van Nuys, CA 91402	818-464-9873

28. Has your firm had any Stop Notice(s) filed against you under the California license(s) listed above in the past five years? No If yes provide the following information:

Date	By Whom/Which Project	Why Filed	How Resolved
<u>NA</u>			

29. Has your company ever failed to complete a contract under the California contractor's license number(s) listed above? No If yes, explain on a separate signed sheet, giving owner and details.

30. Has your company ever failed to complete a contract within the authorized contract time under the California contractor's license(s) indicated above? No If yes, explain on a separate signed page giving owner and details.

31. Has your company been assessed liquidated damages for any project under the California contractor's license(s) indicated above in the last three years? No If yes, explain on a separate signed sheet giving owner and details.

32. Has your company been in litigation on a contract under the California contractor's license(s) indicated above in the last five years? No If yes, explain on separate signed sheet giving case number, name, filing location and results, including any UCC filings filed against your company.

33. Has your company had any arbitration on contracts under the California contractor's license(s) indicated above in the last five years? No If yes, explain on a separate signed page.

34. List the number of change orders and their total value filed on each of the projects completed under the California contractor's license(s) indicated above in the last five years:

Disputed? (Yes/No)	Total Number of Change Orders	Percentage of Total Contract	Project Owner
No	\$67,028.68	2%	Huntington Beach UHSD
No	\$624,596.25	19%	Westside Union SD
No	\$85,618.67	5%	Rancho Simi Recreation & Park

35. For what corporations, individuals, cities, counties, or state governmental bureaus have you performed work? Please provide references from each entity that is familiar with your work and list their current telephone numbers.

Company	Name of Contact	Telephone Number
SIMI VALLEY UNIFIED SCHOOL DISTRICT 101 W. COCHRAN STREET, SIMI VALLEY CA 93065	JIM MCGREGOR	805-306-4500 x4472
STATE OF CALIFORNIA MILITARY DEPT. 9800 GOETHE, SACRAMENTO, CA 95826	THOMAS CLARKE	916-854-3690
LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS 900 SOUTH FREMONT AVE. ALHAMBRA CA 91803	CHERYL WONG	626-300-2330

36. Has your organization been assessed any penalties for violations of Federal or State labor laws and/or regulations within the past five years? Yes If yes, please explain on a separate signed sheet.
37. Is your organization under investigation by any agency regarding violations of the State Labor Code, California Business and Professions Code, or State licensing laws? No If yes, please explain on a separate signed sheet.
38. Has your organization been cited for violations of OSHA Standards and Requirements within the past five years? Yes If yes, please explain on a separate signed sheet.
39. Have there been any suits, liens, or surety claims against you or your organization over the past five years for non-payment of sums due subcontractors for work completed? No If yes, please explain on a separate signed sheet.
40. What was the largest dollar amount of work completed in one year over the past five years? \$ 13,434,067.30
41. What was the largest number of jobs in one year over the last five years? 11
What year? 2014 & 2015

43. List your company's annual gross income for the last three years:

Year	Amount
2018	\$13,434,067.30
2017	\$9,982,559.00
2016	\$9,655,462.00

44. What size projects do you feel your company can undertake? Single job: \$ 10,000,000
Total work in process: \$ 18,000,000

45. Has your company ever been unable to obtain a bond or been denied a bond for a contract? No If yes, explain on a separate signed sheet.

46. Has your company or any owner of the company ever defaulted on a contract forcing a surety to suffer a loss? No If yes, explain on a separate signed sheet.

47. Indicate below those projects with disputed amounts in excess of \$50,000 or projects which were terminated by the owner, owner's representative or other contracting parties and which required completion by another party in the last five years. State the project name, location, owner, with address, phone number, contract amount and reason for termination. Use additional pages as needed.

Project Name NA Location _____

Owner _____ Telephone Number _____

Contract Value _____ Disputed Amount _____

Reason for Termination or Dispute _____

Project Name _____ Location _____

Owner _____ Telephone Number _____

Contract Value _____ Disputed Amount _____

Reason for Termination or Dispute _____

48. Do you currently have a minimum of \$1,000,000 comprehensive general liability insurance? Yes If yes, please provide a Certificate of Insurance as verification.

49. How long have you been with this insurance company? 5 Years

50. If under three years, please list prior insurance companies:

Company	Address	Telephone Number

52. Using the data from your firm's OSHA No. 200 Log for last year, complete the following:

Number of lost workday cases 97

Number of restricted workday cases 0

Number of cases with medical attention (first aid) only 0

Number of fatalities 0

Incident rate 0

How many employee hours worked last year (do not include any non-work time, even if paid)?

49,352

END OF SECTION

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SECTION 00240

**ACKNOWLEDGMENT OF BIDDING
PRACTICES REGARDING INDEMNITY**

TO: Rio School District, 2500 Vineyard Avenue, Oxnard, California 93036

RE: Project Number 50-002

Project Name Building A Renovation at Rio Lindo Elementary School

Please be advised that with respect to the above-referenced Project, the undersigned Contractor, on behalf of itself and all subcontractors, hereby waives the benefits and protection of Labor Code Section 3864, which provides:

If an action as provided in this chapter prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, or settlement by such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in absence of a written agreement so to do executed prior to the injury.

This agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assigns. The undersigned further agrees to promptly notify the District of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

Monet Construction, Inc.
Contracting Party

Richard Boctor, President
Name of Agent/Title



08/09/19
Date

END OF SECTION

SECTION 00300

BID BOND

(Must be submitted with bid)

KNOW ALL MEN BY THESE PRESENT,

That we, MONET CONSTRUCTION, INC., as Principal, and GREAT AMERICAN INSURANCE COMPANY, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto **RIO SCHOOL DISTRICT**, hereinafter "Obligee," for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying bid ("Bid") for the work commonly described as **(Building A Renovations at Rio Lindo Elementary School, RSD Project #50-002)** and the bid must be accompanied by bid security; and

WHEREAS, subject to the terms of this bond, the Surety is firmly bound unto the Obligee in the penal sum of **TEN PERCENT (10%)** of the maximum amount of the Bid submitted by the Principal to the Obligee, as set forth above, inclusive of additive alternate bid items, if any;

NOW THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, for sixty (60) days after opening of said Bid; and if the Principal is awarded the Contract, and shall within the period specified therefor, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid as accepted, and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid within the period specified for the holding open of the Bid or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids or otherwise procuring said Work or supplies, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed thereunder, the Drawings or the Specifications accompanying the same, or any

other portion of the Contract Documents shall in any way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event that suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys' fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this 7TH day of AUGUST, 2019 by their duly authorized agents or representatives.

(Corporate Seal)

MONET CONSTRUCTION, INC.

(Principal Name)

By 

(Signature)

RICHARD NICHTOL, PRESIDENT

(Typed or Printed Name & Title)

7610 DAY STREET TUNJUNGA, CA 91042

(Address)

(Corporate Seal)

GREAT AMERICAN INSURANCE COMPANY

(Surety Name)

By 

(Signature of Attorney-in-Fact for Surety)

KEVIN VEGA, ATTORNEY-IN-FACT

(Typed or Printed Name)

534 E. BADILLO ST. COVINA, CA 91723

(Address of Surety's Office where Bond is Issued)

626-859-1000

(Area Code and Telephone Number of Surety)

(Attach Attorney-in-Fact Certificate)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-6000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 20874

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
PHILIP E. VEGA	ALL OF	ALL
KEVIN VEGA	COVINA, CALIFORNIA	\$100,000,000
BRITTON CHRISTIANSEN		
MYRNA F. SMITH		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above. IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29TH day of NOVEMBER 2017



Atty L C B
Assistant Secretary

David C. Kitchen
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-877-8405)

On this 29TH day of NOVEMBER, 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Board Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 7th day of August, 2019



Atty L C B
Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)

On 08/07/2019 before me, PHILIP VEGA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared Kevin Vega, Attorney-In-Fact
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer - Title(s): _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer - Title(s): _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

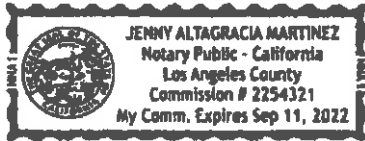
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles

On 08/09/19 before me, Jenny Altagracia Martinez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Richard Boctor
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

**MONET CONSTRUCTION EXPERIENCE
COMPLETED PROJECTS**

PROJECT:	EAST COUNTY FIRE DEPT. ADMINISTRATIVE OFFICES REFURBISHMENT PROJECT 1061 GRAND AVE, DIAMOND BAR, CA 91765 – LA COUNTY	
DESCRIPTION:	OFFICE REFURBISHMENT	
CONTRACT:	\$2,199,146.24	
NTP:	07/16/18	
OWNER:	LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS 900 SOUTH FREMONT AVE, ALHAMBRA CA 91803	
CONTACT:	CHERYL WONG, 626-300-2330	
ARCHITECT:	LA COUNTY DEPT. OF PUBLIC WORKS 900 S. FREMONT AVE, ALHAMBRA, CA 91803-5100	
CONTACT:	JANE BECRONIS, 626-458-7965	
STATUS:	COMPLETED SCHEDULED 07/31/19	60%
PROJECT:	VALLEY VIEW M.S. CLASSROOM BEAUTIFICATION BID NO.19D25BX324 3347 TAPO STREET, SIMI VALLEY CA, 93063 – VENTURA COUNTY	
DESCRIPTION:	CLASSROOM BEAUTIFICATION	
CONTRACT:	\$398,000.00	
NTP:	05/23/19	
OWNER:	SIMI VALLEY UNIFIED SCHOOL DISTRICT 101 W. COCHRAN STREET, SIMI VALLEY CA 93065	
CONTACT:	JEFF KIPP, 805-306-4500X4463 JIM MCGREGOR 805-306-4500 x4472	
ARCHITECT:	AMADOR WHITTLE ARCHITECT	
CONTACT:	JEAN AMADOR 805-874-0071, 805-530-3938 F	
STATUS:	COMPLETED SCHEDULED 07/31/19	70%
PROJECT:	WESTMINSTER HIGH SCHOOL – POOL REPLACEMENT & IMPROVEMENTS BID NO.1157 14325 GOLDENWEST ST, WESTMINSTER, CA 92683 – ORANGE COUNTY	
DESCRIPTION:	REPLACEMENT OF EXISTING AQUATIC POOLS AND SITE WORK	
CONTRACT:	\$4,434,028.68	
NTP:	JUNE 2017	
OWNER:	HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT 5832 BOLSA AVE, HUNTINGTON BEACH, CA 92649	
CONTACT:	LORI HAMMELL, 714-903-7000, 714-372-8105	
ARCHITECT:	PJHM ARCHITECTS, INC. 24461 RIDGE ROUTE DRIVE, #100, LAGUNA HILLS, CA 92653	
CONTACT:	LEO JOHNSON, 949-496-6191	
STATUS:	COMPLETED SCHEDULED 03/30/19	50%
PROJECT:	COTTONWOOD E.S. – MODERNIZATION OF EXISTING MODULAR BUILDINGS 2740 WEST AVENUE P-8, PALMDALE CA 93551 – LA COUNTY	
DESCRIPTION:	MODERNIZATION OF EXISTING MODULAR BUILDINGS AND ASSOCIATED SITE WORK	
CONTRACT:	\$3,219,596.25	
NTP:	FEBRUARY 2017	
OWNER:	WESTSIDE UNION SCHOOL DISTRICT 41914 NORTH 50 TH STREET WEST, QUARTZ HILL CA 93536	
CONTACT:	WAYNE TRUSSELL, 661-722-0716, 661-943-1298	
ARCHITECT:	FLEWELLING & MOODY 1035 WEST LANCASTER BLVD, LANCASTER CA 93534	
CONTACT:	MATT BUCHANAN, 661-949-0771, 661-949-2843 FAX	
STATUS:	COMPLETED SCHEDULED 03/30/2019	60%

PROJECT:	MARCHANT PARK IMPROVEMENT PROJECT PROJECT NO.	
DESCRIPTION:	425 JUANITA AVE, SAN DIMAS CA 91773 – LOS ANGELES COUNTY	
CONTRACT:	RENOVATION & ADDITION TO EXISTING RECREATION BUILDING	
NTP:	\$1,986,605.03	
OWNER:	09/07/17	
CONTACT:	CITY OF SAN DIMAS	
ARCHITECT:	245 E. BONITA AVE, SAN DIMAS CA 91773	
CONTACT:	KARON DE LEON, 909-394-6230	
ARCHITECT:	MEYER AND ASSOCIATES	
CONTACT:	23265 S. POINTE DRIVE, LAGUNA HILLS, CA 92653	
STATUS:	RANDAL MEYER 949-380-1151, 949-380-8117 F	45%
PROJECT:	DEL VALLE INFRASTRUCTURE PROJECT	
DESCRIPTION:	28101 CHIQUITO CANYON ROAD, CASTAIC CA 91384	
CONTRACT:	CONSTRUCTION OF ELECTRICAL SUBSTATION & REPLACEMENT OF WATER TANK	
NTP:	\$2,185,553.52	
OWNER:	01/03/17	
CONTACT:	LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS	
ARCHITECT:	900 SOUTH FREMONT AVE, ALHAMBRA CA 91803	
CONTACT:	CHRIS GARAU, 626-300-3277	
ARCHITECT:	J.C. CHANG & ASSOCIATES, INC	
CONTACT:	385 VAN VESS AVE, SUITE 208, TORRANCE CA 90501	
STATUS:	310-212-7644, 310-212-5272 FAX	75%
PROJECT:	GUARDIAN BUILDING PHASE ONE – OFFICE IMPROVEMENTS PROJECT	
DESCRIPTION:	4201 GUARDIAN STREET, SIMI VALLEY CA 93063	
CONTRACT:	TENANT IMPROVEMENTS TO EXISTING ADMINISTRATION BUILDING	
NTP:	\$809,982.18	
OWNER:	08/29/17	
CONTACT:	RANCHO SIMI RECREATION AND PARK DISTRICT	
ARCHITECT:	1692 SYCAMORE DRIVE, SIMI VALLEY CA 93065	
CONTACT:	DOUGLAS M. DURAN, 805-584-4480	
ARCHITECT:	LITTLE DIVERSIFIED ARCHITECTURAL CONSULTING	
CONTACT:	1300 DOVE STREET, SUITE 100, NEWPORT BEACH CA 92660	
STATUS:	SHOJI TAKESHIMA, 949-698-1400, 949-698-1433	40%
PROJECT:	VALLEY VIEW M.S. SHADE STRUCTURE & ADA ACCESSIBILITY UPGRADES	
DESCRIPTION:	3347 TAPO STREET, SIMI VALLEY CA, 93063	
CONTRACT:	SHADE STRUCTURE INSTALLATION & ADA ACCESSIBILITY UPGRADES	
NTP:	\$685,534.73	
OWNER:	04/28/17	
CONTACT:	SIMI VALLEY UNIFIED SCHOOL DISTRICT	
ARCHITECT:	875 COCHRAN STREET, SIMI VALLEY CA 93065	
CONTACT:	JEFF KIPP, 805-306-4500X4463	
ARCHITECT:	AMADOR WHITTLE ARCHITECTS, INC.	
CONTACT:	28328 AGOURA ROAD, SUITE 203, AGOURA HILLS CA 91301	
STATUS:	JEAN AMADOR 805-874-0071	60%
PROJECT:	HALDEMAN SWIMMING POOL	
DESCRIPTION:	333 NORTH COLLEGE WAY, CLAREMONT, CA	
CONTRACT:	SWIMMING POOL CONCRETE WORK	
NTP:	\$315,567.71	
OWNER:	05/2017	
CONTACT:	POMONA COLLEGE	
ARCHITECT:	101 N. COLLEGE WAY, CLAREMONT CA 91711	
CONTACT:	CONDOR INC.-GC, EARL WEISS, 626-455-0050	
ARCHITECT:	PATRELL ENGINEERING GROUP	
	751 SUNNY GROVE LANE, GLENDORA CA 91741	

CONTACT:	422 E. MAIN STREET, VENTURA CA 93001	
STATUS:	DAO MINH DOAN, 805-652-2115	45%
PROJECT:	ALAMITOS PARK PROJECT R-6986	
	232 SOUTH MICHIGAN AVE, PASADENA CA 91106	
DESCRIPTION:	PARK IMPROVEMENTS	
CONTRACT:	\$1,552,223.00	
NTP:	11/2015	
OWNER:	CITY OF LONGE BEACH	
	333 WEST OCEAN BLVD, 9 TH FLOOR, LONG BEACH CA 90802	
CONTACT:	MEREDITH ELGUIRA, 562-570-6293	
ARCHITECT:	CITY OF LONGE BEACH	
	333 WEST OCEAN BLVD, 9 TH FLOOR, LONG BEACH CA 90802	
CONTACT:	MEREDITH ELGUIRA, 562-570-6293	
STATUS:	COMPLETED 11/17/16	45%
PROJECT:	LAKEWOOD HIGH SCHOOL MODERNIZATION 9082-1112-653	
	4400 BRIERCREST AVE, LAKEWOOD CA 90712	
	LONGFELLOW ELEMENTARY SCHOOL 9053-1112-440	
	3800 OLIVE ROAD, LONG BEACH CA 90804	
DESCRIPTION:	LAKEWOOD ADA UPGRADES & LONGEFELLOW TOILET BLDG IMPROVEMENTS	
CONTRACT:	\$298,000.00	
NTP:	05/06/16	
OWNER:	LONG BEACH USD FACILITIES DEVELOPMENT & PLANNING	
	2425 WEBSTER AVE, LONG BEACH CA 90810	
CONTACT:	BETH SMITH 562-997-7550 626-643-5013F	
ARCHITECT 1:	HARLEY ELLIS DEVEREAUX	
	601 S. FIGUEROA ST, SUITE 500, LOS ANGELES CA 90017	
CONTACT:	213-542-4500 213-542-4515F,	
ARCHITECT 2:	GHATAODE BANNON ARCHITECTS	
	760 W 16 TH STREET, UNIT B, COSTA MESA CA 92627	
CONTACT:	714-665-8030 714-665-8029F,	
STATUS:	COMPLETED 11/15/16	60%
PROJECT:	MALIBU CREEK STATE PARK	
	1925 LAS VIRGENES RD, CALABASAS CA 91302	
DESCRIPTION:	RESTORATION OF ADOBE HOUSE	
CONTRACT:	\$1,467,508.00	
NTP:	SEPTEMBER 2014	
OWNER:	CALIFORNIA DEPT. OF PARKS AND RECREATION	
	1 CAPITOL MALL, SACRAMENTO, CA 95814	
CONTACT:	SUZY LAHITTE, 916-445-8789	
ARCHITECT:	CALIFORNIA STATE PARK	
	1 CAPITOL MALL, SACRAMENTO, CA 95814	
CONTACT:	VICTOR DONATELLI, 916-445-8678	
STATUS:	COMPLETED	55%
PROJECT:	BLDG. 921, RENOVATIONS – LOS ALAMITOS	
	11206 LEXINGTON DR, LOS ALAMITOS CA 90720	
DESCRIPTION:	BUILDING RENOVATIONS	
CONTRACT:	\$728,000.00	
NTP:	NOVEMBR 2015	
OWNER:	STATE OF CALIFORNIA MILITARY DEPT.	
	9800 GOETHE, SACRAMENTO, CA 95826	
CONTACT:	JOE MENARD JR., 562-795-2175	
ARCHITECT:	CALIFORNIA MILITARY DEPT.	
	9800 GOETHE, SACRAMENTO, CA 95826	
CONTACT:	JOE MENARD JR., 562-795-2175	
STATUS:	COMPLETED 08/30/16	50%

PROJECT:	SAN GABRIEL MISSION PLAYHOUSE ELECTRONIC MARQUEE SIGN & RELATED 320 S. MISSION DR, SAN GABRIEL CA 91776	
DESCRIPTION:	ELECTRONIC MARQUEE SIGN & RELATED CONSTRUCTION	
CONTRACT:	\$157,000.00	
NTP:	08/22/16	
OWNER:	CITY OF SAN GABRIEL 425 S. MISSION DR, SAN GABRIEL CA 91776	
CONTACT:	STEVE WILKINSON	
ARCHITECT:	ONYX ARCHITECTS 316 N. SIERRA MADRE BLVD, PASADENA CA 91101	
CONTACT:	KATHY BUTTREY 626-405-8001x158 626-405-8150F	
STATUS:	COMPLETED 02/28/16	100%
PROJECT:	RESTROOM REPLACEMENT AT GRANT PARK 232 SOUTH MICHIGAN AVE, PASADENA CA 91106	
DESCRIPTION:	RESTROOM REPLACEMENT FOR PARK	
CONTRACT:	\$518,586.00	
NTP:	PENDING	
OWNER:	CITY OF PASADENA 100 N GARFIELD AVENUE, PASADENA CA 91109	
CONTACT:	STEVE WRIGHT, 626-744-4303	
ARCHITECT:	ONYX ARCHITECTS 316 N. SIERRA MADRE BLVD, PASADENA CA 91107	
CONTACT:	DALE BROWN, 626-405-8001	
STATUS:	COMPLETED 02/02/2016	70%
PROJECT:	BLDG. 6, CLASSROOM RENOVATIONS – LOS ALAMITOS 11206 LEXINGTON DR, LOS ALAMITOS CA 90720	
DESCRIPTION:	CLASSROOM RENOVATION S	
CONTRACT:	\$359,000.00	
NTP:	AUGUST 2015	
OWNER:	STATE OF CALIFORNIA MILITARY DEPT. 9800 GOETHE, SACRAMENTO, CA 95826	
CONTACT:	RAY NAULT, 562-795-1476	
ARCHITECT:	CALIFORNIA MILITARY DEPT. 9800 GOETHE, SACRAMENTO, CA 95826	
CONTACT:	JACKI ALSOBROOK, 916-854-3141	
STATUS:	COMPLETED 11/23/15	75%
PROJECT:	FDR E.S. CONSOLIDATION PROJECT PHASE 1 BID No. 0005-14-15 3533 MARINE AVE, LAWNSDALE CA 90260	
DESCRIPTION:	RELOCATION OF 3 PORTABLES AND SITE IMPROVEMENTS	
CONTRACT:	\$869,034.00	
NTP:	06/15/15	
OWNER:	LAWNSDALE ELEMENTARY SCHOOL DISTRICT 4161 W. 147TH STREET, LAWNSDALE, CA 90260	
CONTACT:	JOHN VINKE, 310-973-1300	
ARCHITECT:	DOUGHERTY+DOUGHERTY 3194-D AIRPORT LOOP DRIVE, COSTA MESA CA 92626	
CONTACT:	SEUG PAEK, 714-427-0277	
STATUS:	COMPLETED 08/14/15	40%

PROJECT:	C7-15 Poinsettia Plumbing Infrastructure 350 NORTH VICTORIA AVE, VENTURA CA 93003
DESCRIPTION:	PLUMBING INFRASTRUCTRE REPLACEMENT, SITEWORK AND CONCRETE PATCH
CONTRACT:	\$693,000.00
NTP:	JUNE 2014
OWNER:	VENTURA UNIFIED SCHOOL DISTRICT 255 W. STANLEY AVENUE, SUITE 100, VENTURA CA 93001
CONTACT:	TERRI ALLISON, 805-851-9614
ARCHITECT:	KRUGER BENSEN ZIEMER ARCHITECTS, INC. 199 FIGUEROA STREET, VENTURA CA 93001
CONTACT:	PATRICK B. PANLAQUI, 805-650-1033
STATUS:	COMPLETED 08/15/14
PROJECT:	WILL ROGERS ES RELOCATABLES & SITE IMPROVEMENTS VUSD BID NO. C1-15 316 HOWARD ST, VENTURA CA 93003
DESCRIPTION:	RELOCATION OF MODULAR CLASSROOMS AND SITE IMPROVEMENTS
CONTRACT:	\$398,000.00
NTP:	MAY 2014
OWNER:	VENTURA UNIFIED SCHOOL DISTRICT 255 W. STANLEY AVENUE, SUITE 100, VENTURA CA 93001
CONTACT:	TERRI ALLISON, 805-651-9614
ARCHITECT:	DOUGHERTY + DOUGHERTY ARCHITECTS, LLP. 3194'D AIRPORT LOOP DRIVE, COSTA MESA, CA 92626
CONTACT:	BRIAN DOUGHERTY, 714-427-0277
STATUS:	COMPLETED 08/15/14
PROJECT:	VENTURA DMV FIELD OFFICE RENOVATION 4260 MARKET STREET, VENTURA CA 93003
DESCRIPTION:	OFFICE RENOVATION AND SITE WORK
CONTRACT:	\$897,580.00
NTP:	MARCH 2014
OWNER:	DEPT. OF GENERAL SERVICES 707 THIRD STREET, 3 RD FLOOR, WEST SACRAMENTO, CA 95605
CONTACT:	BRYAN JOHNSON, 916-376-1608
ARCHITECT:	STATE OF CALIFORNIA 707 THIRD STREET, 3 RD FLOOR, WEST SACRAMENTO, CA 95605
CONTACT:	GREGG PRETTYMAN, 916-375-4226
STATUS:	COMPLETED 08/15/14
PROJECT:	JUDGE WILLIAM P. CLARK BARN IMPROVEMENTS PROJECTS 10 WEST HARBOR BLVD, VENTURA CA 93001
DESCRIPTION:	ENCLOSING OF 3 OPEN SIDES OF LIVESTOCK CENTER & OTHER IMPROVEMENTS
CONTRACT:	\$491,000.00
NTP:	MARCH 2014
OWNER:	CALIFORNIA FAIRS FINANCING AUTHORITY 1776 TRIBUTE ROAD, SUITE 100, SACRAMENTO CA 95815
CONTACT:	DAVID FREESE, 916-207-6114
ARCHITECT:	PMSM ARCHITECTS 802 EAST COAST ST, SUITE A, SANTA BARBARA CA 93013
CONTACT:	ALAN KROEKER, 805-963-1955
STATUS:	COMPLETED 06/06/14

PROJECT:	C1-14 LINCOLN ELEMENTARY SCHOOL RELOCATABLE CLASSROOMS AND SITE IMPROVEMENT 1107 SANTA CLARA STREET, VENTURA, CA 93003
DESCRIPTION:	UTILITY CONNECTIONS FOR TWO NEW PORTABLE CLASSROOMS & SITE IMPROVEMENT
CONTRACT:	\$336,000.00
NTP:	MAY 2013
OWNER:	VENTURA UNIFIED SCHOOL DISTRICT 359 SOUTH VICTORIA AVE, VENTURA, CA 93003
CONTACT:	TERRI ALLISON, 805-651-9614
ARCHITECT:	ANDERSON KULWIEC ARCHITECTS 854 E. MAIN STREET, SUITE 100, SANTA PAULA, CA 93060
CONTACT:	MARYLIN APPLEBY, 805-933-0225 x 101
STATUS:	COMPLETED AUGUST 2013
PROJECT:	HB CIVIC CENTER LIMITED & VOLUNTARY ACCESSIBILITY UPGRADE-MSC-483 2000 MAIN STREET, HUNTINGTON BEACH, CA 92648
DESCRIPTION:	ADA IMPROVEMENTS TO EXISTING FACILITY
CONTRACT:	\$898,625.00
NTP:	November 2012
OWNER:	CITY OF HUNTINGTON BEACH 2000 MAIN STREET, HUNTINGTON BEACH, CA 92648
CONTACT:	ERIC CHARLONNE, 714-536-5430
ARCHITECT:	GENSLER 4675 MACARTHUR COURT, SUITE 350, NEWPORT BEACH, CA 92660
CONTACT:	ERIC A. JAMES, 949-863-9434
STATUS:	COMPLETED MAY 2013
PROJECT:	BID NO. 19 (11-12) SCHURR HIGH SCHOOL 820 WILCOX AVE, MONTEBELLO, CA 90640
DESCRIPTION:	SITE WORK FOR THE NEW FIRE HYDRANT AND ROADWAY
CONTRACT:	\$194,925.00
NTP:	JULY 2012
OWNER:	MONTEBELLO UNIFIED SCHOOL DISTRICT 123 SOUTH MONTEBELLO BLVD, MONTEBELLO, CA 90640
CONTACT:	RENE CASTRO, 323-887-7900x6877
ARCHITECT:	NYBERG ARCHITECTS 23 CRIMSON CANYON, ALISO VIEJO, CA 92656
CONTACT:	KEVIN NYBERG, 949-305-0649
STATUS:	COMPLETED DECEMBER 2012
PROJECT:	UNIVERSITY HIGH SCHOOL REBID II 4771 CAMPUS DRIVE, IRVINE, CA 92612
DESCRIPTION:	POOL REFURBISHMENT
CONTRACT:	\$1,171,088.15
NTP:	JULY 2012
OWNER:	IRVINE UNIFIED SCHOOL DISTRICT 100 NIGHTMIST, IRVINE, CA 92618
ARCHITECT:	HMC ARCHITECTS 3546 CONCOURS ST, ONTARIO, CA 91764
CONTACT:	GILBERT BAEZ, 909-989-9979
STATUS:	COMPLETED NOVEMBER 2012

**MONET CONSTRUCTION EXPERIENCE
PROJECTS IN PROGRESS**

PROJECT:	TECHNICAL OPERATIONS CARPORT PROJECT 12805 OSBORNE ST., PACOIMA CA 91331 – LOS ANGELES COUNTY
DESCRIPTION:	CARPORT CONSTRUCTION
CONTRACT:	\$542,000.00
NTP:	Pending
OWNER:	LOS ANGELES COUNTY FIRE DEPT. 1320 N. EASTERN AVE, LOS ANGELES CA 90063
CONTACT:	JOSHUA POSSELL, 213-760-0075
ARCHITECT:	LA COUNTY DEPT. OF PUBLIC WORKS 900 SOUTH FREMONT AVE, ALHAMBRA CA 91803
CONTACT:	JANE BECRONIS, 626-458-7985
STATUS:	0% COMPLETED SCHEDULED 00/00/19
PROJECT:	GCC – HUMAN RESOURCES RENOVATION PROJECT 1500 NORTH VERDUGO ROAD, GLENDALE CA 91208 – LOS ANGELES COUNTY
DESCRIPTION:	ADMINISTRATION BUILDING RENOVATION
CONTRACT:	\$603,593.06
NTP:	04/08/19
OWNER:	GLENDALE COMMUNITY COLLEGE 1500 NORTH VERDUGO ROAD, GLENDALE, CA 91208-2894
CONTACT:	SUSAN COURTEY, 818-240-1000, 818-549-9436 F, BRJ & Associates, LLC, 3452 E. FOOTHILL BLVD., SUITE 1100, PASADENA CA 91107, MARK EDWARDS, 626-755-1552
ARCHITECT:	MORETO MATHISON & ASSOCIATES, 1315 S. GRAND AVE, SUITE 202, GLENDORA CA 91740
CONTACT:	DAVID MATHISON, 626-594-0307
STATUS:	99.99% COMPLETED SCHEDULED 08/12/19
PROJECT:	LIVE OAK LIBRARY REFURBISHMENT PROJECT 22 W. LIVE OAK AVE, ARCADIA CA 91007 – LOS ANGELES COUNTY
DESCRIPTION:	LIBRARY REFURBISHMENT
CONTRACT:	\$4,089,371.00
NTP:	05/02/19
OWNER:	LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS 900 SOUTH FREMONT AVE, ALHAMBRA CA 91803
CONTACT:	JASON KIM, 626-300-2328
ARCHITECT:	LA CAÑADA DESIGN GROUP (LCDG) 630 N. ROSEMEAD BLVD., SUITE 400, PASADENA CA 91107
CONTACT:	SCOTT BRADY, 626-351-4301x103
STATUS:	10% COMPLETED SCHEDULED 10/14/20
PROJECT:	COC - WEST P.E. BUILDING REMODEL 26455 ROCKWELL CANYON RD, SANTA CLARITA CA 91355 – LOS ANGELES COUNTY
DESCRIPTION:	BUILDING REMODEL
CONTRACT:	\$784,000.00
NTP:	05/2019
OWNER:	SANTA CLARITA COMMUNITY COLLEGE 26455 ROCKWELL CANYONS ROAD, SANTA CLARITA, CA 91355
CONTACT:	WILL KARRAT
ARCHITECT:	DLR GROUP 700 S. FLOWER ST., 22 ND FLOOR, LOS ANGELES, CA 90017
CONTACT:	ERIC GOLDBERGE, 213-800-9400
STATUS:	35% COMPLETED SCHEDULED 10/30/19

Prevailing Wage Compliance Records – Past 5 yrs

Date of Violation:	Nature of Violation:	Case No.:	Project Name:	Date of Project Completion:	Public Agency:	No. of Employees:	Amount of Back wages & Penalty:
11/16/17	Failure to keep up with updated wages	40-50694-267	Walnut HS	03/31/16	Walnut Valley USD	2	\$4,387.80

Apprenticeship Compliance Records – Past 5 yrs

Date of Violation:	Case No.:	Project Name:	Public Agency:	Amount of Penalty:	Explanation:	Copy of Final Decision:
05/16/2014	40-40449/213	Memorial and Allendale Parks	City of Pasadena	\$15,760.00	DAS forms submitted on time except for trades on which COs were requested after the fact. Misunderstood the rule of submission to ALL committees. Apprentice requested but none were dispatched and DSLE felt our efforts were not to their satisfaction.	1
09/23/16	40-52001/239	Kings Road Park Community Bldg.	City of West Hollywood	\$300.00	Journeyman ratio misunderstood.	2
11/16/17	40-50694-267	Walnut HS	Walnut Valley USD	\$3,100.00	Apprenticeship ratios were not met	3

U.S. Department of Labor Occupational Safety and Health Administration
550 West C Street,
Suite 970
San Diego, CA 92101
Phone: 619-557-5030 Fax: 619-557-6001



06/02/2015

Monet Construction, Inc.
3455 Ocean View Blvd.,
Ste. 200
Glendale, CA 91208

Dear Employer,

The recent inspection of your workplace revealed no instances of Repeated, Willful, or Failure-To-Abate violations, nor were there a significant number of High Gravity Serious violations. Additionally, the compliance officer has reported that you have a good understanding of the actions necessary to correct the violations cited, and that you are willing to make those corrections by the date(s) specified in the attached citation. These factors, along with the good faith you have exhibited, make your firm eligible for an Expedited Informal Settlement Agreement (EISA). Under this program, an employer and OSHA can enter into an Informal Settlement Agreement without going through the formal procedure of meeting in the Area Office. However, if you decide to enter into the EISA, you should be aware that you relinquish your right to contest the citations and penalties of this inspection.

The EISA can be used only where the sole issue of dispute is the dollar amount of proposed penalties. If you wish to discuss, change, or object to any other aspect of the inspection or citations -- including abatement dates, validity of violations, classification of violations -- then the EISA cannot be used. Under those circumstances, you may request an Informal Conference with me and/or exercise your contest rights as explained elsewhere.

You should carefully read the enclosed EISA to determine whether the terms of the agreement are acceptable to you. Key elements of the agreement call for OSHA to agree to a 50 percent reduction in the total penalty amount proposed; for the Employer to correct the violations by the abatement date(s) set forth in the citation(s); for the Employer to provide evidence of corrective actions taken and to provide written certification that all items have been abated at the time of final abatement. (The Certification Correction Action Worksheet is attached to the Citation and Notification of Penalty.) Please note that failure to comply with any of the terms set forth in the agreement will cause the penalty to revert to the initially proposed amount.

The signed agreement and a check for the full amount of the reduced penalty must be delivered to the Area Office prior to the expiration of the 15-working day contest period. If mailed, the letter must be postmarked not later than the day that the 15-working day contest period ends.

If you have any questions regarding the EISA, please contact this office at the phone number listed above.

Sincerely,


Jay Vicory
Area Director

IN THE MATTER OF: Monet Construction, Inc.
OSHA INSPECTION # 1063623
ISSUED: 06/02/2015

EXPEDITED INFORMAL SETTLEMENT AGREEMENT

The undersigned EMPLOYER and the undersigned Occupational Safety and Health Administration, (OSHA), in settlement of the above referenced Citation(s) and Notification(s) of Penalty which were issued on 06/02/2015, hereby agree as follows:

1. The EMPLOYER agrees to correct the violations as cited in the above referenced citations.
2. The EMPLOYER agrees to provide evidence of the actions taken to correct the cited violations.
3. Upon correction of all violations, the EMPLOYER agrees to provide written certification to the Area Director that all of the violations have been corrected. The EMPLOYER agrees to post a copy of the written certification for a period of three days in the place the citations were posted as described in paragraph 6 of this AGREEMENT.
4. OSHA agrees that the total penalty is amended to \$3150.00. Failure of the EMPLOYER to comply with the terms of this AGREEMENT shall cause the penalty to revert to the initially proposed penalty of \$6300.00.
5. In consideration of the foregoing amendments and/or modifications to the citations, the EMPLOYER hereby waives its right to contest said citations pursuant to Section 10(c) of the Occupational Safety and Health Act of 1970. It is understood and agreed by the Occupational Safety and Health Administration and the EMPLOYER that the citations as amended and/or modified by this agreement shall be deemed a final order not subject to review by any court or agency.
6. The EMPLOYER agrees to immediately post a copy of this Settlement Agreement in the same manner and place as the Citations (Citations are required by law to be posted in a prominent place at or near the location of the violations). Citations must remain posted until the violations cited have been corrected, or for three working days (excluding weekends and Federal Holidays, whichever is longer.)
7. Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

J. Vicory, PRESIDENT
Company Official and Title

Jay Vicory,
Area Director

10/22/15
Date Signed

Date Signed

NOTICE TO EMPLOYEES

The law gives you and your representative the opportunity to object to any abatement date set for a violation if you believe the date to be unreasonable. Any contest of the abatement dates of the citations referred to in paragraph 1 of this Settlement Agreement must be mailed to the address below within 15 working days (excluding weekends and Federal Holidays) of the receipt by the Employer of the original citations:

U.S. Department of Labor
Occupational Safety and Health Administration
550 West C Street
Suite 970
San Diego, CA 92101
Phone: 619-557-5030 Fax: 619-557-6001

U.S. Department of Labor
Occupational Safety and Health Administration
550 West C Street
Suite 970
San Diego, CA 92101
Phone: 619-557-5030 Fax: 619-557-6001



Citation and Notification of Penalty

To:
Monet Construction, Inc.
and its successors
3455 Ocean View Blvd.
Ste. 200
Glendale, CA 91208

Inspection Number: 1063623
Inspection Date(s): 05/12/2015 - 05/19/2015
Issuance Date: 06/02/2015

Inspection Site:
Building 6
JFTB Los Alamitos
Los Alamitos, CA 90720

The violation(s) described in this Citation and Notification of Penalty is (are) alleged to have occurred on or about the day(s) the inspection was made unless otherwise indicated within the description given below.

This Citation and Notification of Penalty (this Citation) describes violations of the Occupational Safety and Health Act of 1970. The penalty(ies) listed herein is (are) based on these violations. You must abate the violations referred to in this Citation by the dates listed and pay the penalties proposed, unless within 15 working days (excluding weekends and Federal holidays) from your receipt of this Citation and Notification of Penalty you either call to schedule an informal conference (see paragraph below) or you mail a notice of contest to the U.S. Department of Labor Area Office at the address shown above. Please refer to the enclosed booklet (OSHA 3000) which outlines your rights and responsibilities and which should be read in conjunction with this form. Issuance of this Citation does not constitute a finding that a violation of the Act has occurred unless there is a failure to contest as provided for in the Act or, if contested, unless this Citation is affirmed by the Review Commission or a court.

Posting - The law requires that a copy of this Citation and Notification of Penalty be posted immediately in a prominent place at or near the location of the violation(s) cited herein, or, if it is not practicable because of the nature of the employer's operations, where it will be readily observable by all affected employees. This Citation must remain posted until the violation(s) cited herein has (have) been abated, or for 3 working days (excluding weekends and Federal holidays), whichever is longer.

Informal Conference - An informal conference is not required. However, if you wish to have such a conference you may request one with the Area Director during the 15 working day contest period. During such an informal conference you may present any evidence or views which you believe would support an adjustment

to the citation(s) and/or penalty(ies).

If you are considering a request for an informal conference to discuss any issues related to this Citation and Notification of Penalty, you must take care to schedule it early enough to allow time to contest after the informal conference, should you decide to do so. Please keep in mind that a written letter of intent to contest must be submitted to the Area Director within 15 working days of your receipt of this Citation. The running of this contest period is not interrupted by an informal conference.

If you decide to request an informal conference, please complete, remove and post the Notice to Employees next to this Citation and Notification of Penalty as soon as the time, date, and place of the informal conference have been determined. Be sure to bring to the conference any and all supporting documentation of existing conditions as well as any abatement steps taken thus far. If conditions warrant, we can enter into an informal settlement agreement which amicably resolves this matter without litigation or contest.

Right to Contest – You have the right to contest this Citation and Notification of Penalty. You may contest all citation items or only individual items. You may also contest proposed penalties and/or abatement dates without contesting the underlying violations. Unless you inform the Area Director in writing that you intend to contest the citation(s) and/or proposed penalty(ies) within 15 working days after receipt, the citation(s) and the proposed penalty(ies) will become a final order of the Occupational Safety and Health Review Commission and may not be reviewed by any court or agency.

Penalty Payment – Penalties are due within 15 working days of receipt of this notification unless contested. (See the enclosed booklet and the additional information provided related to the Debt Collection Act of 1982.) Make your check or money order payable to “DOL-OSHA”. Please indicate the Inspection Number on the remittance. You can also make your payment electronically on www.pay.gov. On the left side of the pay.gov homepage, you will see an option to Search Public Forms. Type “OSHA” and click Go. From the results, click on OSHA Penalty Payment Form. The direct link is:

<https://www.pay.gov/paygov/forms/formInstance.html?agencyFormId=53090334>.

You will be required to enter your inspection number when making the payment. Payments can be made by credit card or Automated Clearing House (ACH) using your banking information. Payments of \$25,000 or more require a Transaction ID, and also must be paid using ACH. If you require a Transaction ID, please contact the OSHA Debt Collection Team at (202) 693-2170.

OSHA does not agree to any restrictions or conditions or endorsements put on any check, money order, or electronic payment for less than the full amount due, and will process the payments as if these restrictions or conditions do not exist.

Notification of Corrective Action – For each violation which you do not contest, you must provide *abatement certification* to the Area Director of the OSHA office issuing the citation and identified above. This abatement certification is to be provided by letter within 10 calendar days after each abatement date. Abatement certification includes the date and method of abatement. If the citation indicates that the violation was corrected during the inspection, no abatement certification is required for that item. The abatement certification letter must be posted at the location where the violation appeared and the corrective action took place or employees must otherwise be effectively informed about abatement activities. A sample abatement certification letter is enclosed with this Citation. In addition, where the citation indicates that *abatement documentation* is necessary, evidence of the purchase or repair of equipment, photographs or video, receipts, training records, etc., verifying that abatement has occurred is required to be provided to the Area Director.

Employer Discrimination Unlawful – The law prohibits discrimination by an employer against an employee for filing a complaint or for exercising any rights under this Act. An employee who believes that he/she has been discriminated against may file a complaint no later than 30 days after the discrimination occurred with the U.S. Department of Labor Area Office at the address shown above.

Employer Rights and Responsibilities – The enclosed booklet (OSHA 3000) outlines additional employer rights and responsibilities and should be read in conjunction with this notification.

Notice to Employees – The law gives an employee or his/her representative the opportunity to object to any abatement date set for a violation if he/she believes the date to be unreasonable. The contest must be mailed to the U.S. Department of Labor Area Office at the address shown above and postmarked within 15 working days (excluding weekends and Federal holidays) of the receipt by the employer of this Citation and Notification of Penalty.

Inspection Activity Data – You should be aware that OSHA publishes information on its inspection and citation activity on the Internet under the provisions of the Electronic Freedom of Information Act. The information related to these alleged violations will be posted when our system indicates that you have received this citation. You are encouraged to review the information concerning your establishment at www.osha.gov. If you have any dispute with the accuracy of the information displayed, please contact this office.

U.S. Department of Labor
Occupational Safety and Health Administration



NOTICE TO EMPLOYEES OF INFORMAL CONFERENCE

An informal conference has been scheduled with OSHA to discuss the citation(s) issued on 06/02/2015. The conference will be held by telephone or at the OSHA office located at 550

West C Street, Suite 970, San Diego, CA 92101 on 6/12/15 at

GLENDALE, CA. Employees and/or representatives of employees have a right to attend an informal conference.

CERTIFICATION OF CORRECTIVE ACTION WORKSHEET

Inspection Number: 1063623

Company Name: Monet Construction, Inc.
Inspection Site: Building 6, JFTB Los Alamitos, Los Alamitos, CA 90720
Issuance Date: 06/02/2015

List the specific method of correction for each item on this citation in this package that does not read "Corrected During Inspection" and return to: U.S. Department of Labor - Occupational Safety and Health Administration, 550 West C Street, Suite 970, San Diego, CA 92101

Citation Number 1 and Item Number 14 was corrected on 5/22/15
By (Method of Abatement): EMPLOYEES WERE INFORMED BETWEEN THE DIFFERENCES IN USING RESPIRATORS AND NUISANCE MASKS

Citation Number 1 and Item Number 1B was corrected on 5/20/15
By (Method of Abatement): WE REPLACED RESPIRATORS WITH NUISANCE MASKS

Citation Number 1 and Item Number 2 was corrected on 5/20/15
By (Method of Abatement): EQUIPMENT WAS REMOVED FROM SERVICE

Citation Number 1 and Item Number 3 was corrected on 5/20/15
By (Method of Abatement): THE RECEPTACLE WAS REINSTALLED WITH A COVER PLATE

Citation Number _____ and Item Number _____ was corrected on _____
By (Method of Abatement): _____

Citation Number _____ and Item Number _____ was corrected on _____
By (Method of Abatement): _____

I certify that the information contained in this document is accurate and that the affected employees and their representatives have been informed of the abatement.

[Signature]
Signature
RICHARD BATOR
Typed or Printed Name

6/22/15
Date
PRESIDENT
Title

NOTE: 29 USC 666(g) whoever knowingly makes any false statements, representation or certification in any application, record, plan or other documents filed or required to be maintained pursuant to the Act shall, upon conviction, be punished by a fine of not more than \$10,000 or by imprisonment of not more than 6 months or both.

POSTING: A copy of completed Corrective Action Worksheet should be posted for employee review

U.S. Department of Labor
Occupational Safety and Health Administration

Inspection Number: 1063623
Inspection Date(s): 05/12/2015 - 05/19/2015
Issuance Date: 06/02/2015



Citation and Notification of Penalty

Company Name: Monet Construction, Inc.
Inspection Site: Building 6, JFTB Los Alamitos, Los Alamitos, CA 90720

The alleged violations below have been grouped because they involve similar or related hazards that may increase the potential for injury or illness.

Citation 1 Item 1 a Type of Violation: **Serious**

29 CFR 1910.134(c)(2)(i): Respirator users were not provided with the information contained in Appendix D to 29 CFR 1910.134 when the employer determined that any voluntary respirator use was permissible:

Building 6 Restroom: Employees using N95 respirators were not informed of the limitations and hazards of respiratory protection when not provided the information contained in Appendix D of the respiratory protection standard.

Date By Which Violation Must be Abated:
Proposed Penalty:

06/26/2015
\$2100.00

See pages 1 through 4 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

U.S. Department of Labor
Occupational Safety and Health Administration

Inspection Number: 1063623
Inspection Date(s): 05/12/2015 - 05/19/2015
Issuance Date: 06/02/2015



Citation and Notification of Penalty

Company Name: Monet Construction, Inc.
Inspection Site: Building 6, JFTB Los Alamitos, Los Alamitos, CA 90720

Citation 1 Item 1 b Type of Violation: **Serious**

29 CFR 1910.134(c)(2)(ii): The employer did not establish and implement those elements of a written program necessary to ensure that any employee using a respirator voluntarily was medically able to use that respirator, and that the respirator was stored, and maintained so that its use does not present a health hazard to the user:

Building 6 Restroom: The employer permitted an employee to voluntarily use respirators provided by the employer without evaluating whether the employee was medically able to use the respirator, kept the respirator clean and maintained, and did not create a health hazard to the employee.

Date By Which Violation Must be Abated:

06/26/2015

See pages 1 through 4 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

U.S. Department of Labor
Occupational Safety and Health Administration

Inspection Number: 1063623
Inspection Date(s): 05/12/2015 - 05/19/2015
Issuance Date: 06/02/2015



Citation and Notification of Penalty

Company Name: Monet Construction, Inc.
Inspection Site: Building 6, JFTB Los Alamitos, Los Alamitos, CA 90720

Citation 1 Item 2 Type of Violation: **Serious**

29 CFR 1926.403(b)(1): Employer did not ensure that electrical equipment is free from recognized hazards that are likely to cause death or serious physical harm to employees:

Building 6 Restroom: An employee was exposed to electrical shock when using an air compressor with damaged insulation on the electrical cord at the plug end and at the electrical box above the wheel of the equipment.

Date By Which Violation Must be Abated:
Proposed Penalty:

06/26/2015
\$2100.00

See pages 1 through 4 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

U.S. Department of Labor
Occupational Safety and Health Administration

Inspection Number: 1063623
Inspection Date(s): 05/12/2015 - 05/19/2015
Issuance Date: 06/02/2015



Citation and Notification of Penalty

Company Name: Monet Construction, Inc.
Inspection Site: Building 6, JFTB Los Alamitos, Los Alamitos, CA 90720

Citation 1 Item 3 Type of Violation: **Serious**

29 CFR 1926.403(i)(2)(i): Live parts of electric equipment operating at 50 volts or more were not guarded against accidental contact by cabinets or other forms of enclosures, nor by any of the means listed in subparagraphs (A) through (D) of this paragraph.

Building 6 Restroom: An employee was exposed to electrical shock where a receptacle outlet was hanging from the wall exposing the live conductors.

Date By Which Violation Must be Abated:
Proposed Penalty:

06/26/2015
\$2100.00


Jay Vicory
Area Director

See pages 1 through 4 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

U.S. Department of Labor
Occupational Safety and Health Administration
550 West C Street
Suite 970
San Diego, CA 92101
Phone: 619-557-5030 Fax: 619-557-6001



INVOICE / DEBT COLLECTION NOTICE

Company Name: Monet Construction, Inc.
Inspection Site: Building 6, JFTB Los Alamitos, Los Alamitos, CA 90720
Issuance Date: 06/02/2015

Summary of Penalties for Inspection Number	1063623
Citation 1, Serious	\$6300.00
TOTAL PROPOSED PENALTIES	\$6300.00

To avoid additional charges, please remit payment promptly to this Area Office for the total amount of the uncontested penalties summarized above. Make your check or money order payable to: "DOL-OSHA". Please indicate OSHA's Inspection Number (indicated above) on the remittance. You can also make your payment electronically on www.pay.gov. On the left side of the pay.gov homepage, you will see an option to Search Public Forms. Type "OSHA" and click Go. From the results, click on **OSHA Penalty Payment Form**. The direct link is <https://www.pay.gov/paygov/forms/formInstance.html?agencyFormId=53090334>. You will be required to enter your inspection number when making the payment. Payments can be made by credit card or Automated Clearing House (ACH) using your banking information. Payments of \$25,000 or more require a Transaction ID, and also must be paid using ACH. If you require a Transaction ID, please contact the OSHA Debt Collection Team at (202) 693-2170.

OSHA does not agree to any restrictions or conditions or endorsements put on any check, money order, or electronic payment for less than the full amount due, and will cash the check or money order as if these restrictions or conditions do not exist.

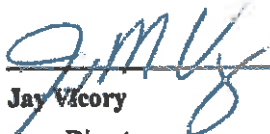
If a personal check is issued, it will be converted into an electronic fund transfer (EFT). This means that our bank will copy your check and use the account information on it to electronically debit your account for the amount of the check. The debit from your account will then usually occur within 24 hours and will be shown on your regular account statement. You will not receive your original check back. The bank will destroy your original check, but will keep a copy of it. If the EFT cannot be completed because of insufficient funds or closed account, the bank will attempt to make the transfer up to 2 times.

Pursuant to the Debt Collection Act of 1982 (Public Law 97-365) and regulations of the U.S. Department of Labor (29 CFR Part 20), the Occupational Safety and Health Administration is required to assess interest, delinquent charges, and administrative costs for the collection of delinquent penalty debts for violations of the Occupational Safety and Health Act.

Interest: Interest charges will be assessed at an annual rate determined by the Secretary of the Treasury on all penalty debt amounts not paid within one month (30 calendar days) of the date on which the debt amount becomes due and payable (penalty due date). The current interest rate is one percent (1%). Interest will accrue from the date on which the penalty amounts (as proposed or adjusted) become a final order of the Occupational Safety and Health Review Commission (that is, 15 working days from your receipt of the Citation and Notification of Penalty), unless you file a notice of contest. Interest charges will be waived if the full amount owed is paid within 30 calendar days of the final order.

Delinquent Charges: A debt is considered delinquent if it has not been paid within one month (30 calendar days) of the penalty due date or if a satisfactory payment arrangement has not been made. If the debt remains delinquent for more than 90 calendar days, a delinquent charge of six percent (6%) per annum will be assessed accruing from the date that the debt became delinquent.

Administrative Costs: Agencies of the Department of Labor are required to assess additional charges for the recovery of delinquent debts. These additional charges are administrative costs incurred by the Agency in its attempt to collect an unpaid debt. Administrative costs will be assessed for demand letters sent in an attempt to collect the unpaid debt.



Jay Vicory
Area Director

6/2/2015
Date



MONECON-01

SLUVIANOS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/9/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aegis Insurance Markets 40168 Truckee Airport Rd. #203 Truckee, CA 96161	CONTACT Susan Driscoll NAME: PHONE (A/C, No, Ext): (530) 582-6000 124 FAX (A/C, No): (530) 582-6007 E-MAIL ADDRESS: susan@aegisins.com
INSURED	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Mt. Hawley Insurance Co. 37974 INSURER B: Greenwich Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
Monet Construction, Inc. 7610 Day Street Tujunga, CA 91042	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	ADD'L INSUR (IND) WORD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROTECT <input type="checkbox"/> LOC OTHER: CAPPED AT \$10,000,000		MGL0189186	1/10/2019	1/10/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		MXL0425881	1/10/2019	1/10/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N W/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Rented/Leased Equip.		2661719	11/6/2018	11/8/2019	Policy Limit \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of insurance. No notice of cancellation will be sent.

CERTIFICATE HOLDER .EVIDENCE OF INSURANCE COPY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Regency Business Ins. Sol./Tri Canyon Ins. Srv. 26895 Aliso Creek Rd B794 Aliso Viejo CA 92656		CONTACT NAME: Robert Ford PHONE (A/C. No. Ext.): (949) 393-4311 FAX (A/C. No.): (949) 274-4182 E-MAIL ADDRESS: robert@regency1insurance.com	
INSURED Monet Construction, Inc 3455 Ocean View Blvd. Suite 200 Glendale CA 91208-1508		INSURER(S) AFFORDING COVERAGE INSURER A: Amguard Insurance Company NAIC # 42380. INSURER B: Everest National Ins Company 10120 INSURER C: ALLIED GENERAL AGENCY COMPANY 24318 INSURER D: NAVIGATORS INSURANCE COMPANY INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1841805668 REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR (NSD) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		MOAU974155	10/17/2018	10/17/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMB/UM CSL BI \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	7600014798181	04/20/2018	04/20/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractor's Pollution Inland Marine		5055-0067	05/02/2018	05/02/2019	Each Occurrence/Agg 1,000,000/2M Agg Business Personal Prop 60,000 9-5-2017-9/5/2018 IH 99220403

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Proof Of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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9.12



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.12 Purchasing 245 iPads with cases for teachers
Access	Public
Type	Action (Consent)
Preferred Date	Aug 21, 2019
Absolute Date	Aug 21, 2019
Fiscal Impact	Yes
Dollar Amount	88,290.83
Budgeted	Yes
Budget Source	Measure L
Recommended Action	Goal 4 - Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.

Public Content

Speaker: Jarkko Myllari

Rationale: To ensure our teachers have sustained access to up-to-date tablet technology staff recommends purchasing new iPads to the 236 teachers that will receive a Chromebook as their teacher computer device. The overage of 9 devices will be reserved to be used as loaners during repairs, for events, and for potential new district hires.

[RIO SCHOOL DISTRICT 245 iPads cases 080519.pdf \(64 KB\)](#)

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.

Apple Inc. Education Price Quote

Customer: Kathryn Aragon
 RIO SCHOOL DISTRICT BUSINESS
 OFFICE
 Phone: 8054853111
 email: karagon@rioschools.org

Apple Inc: Richard Zawatsky
 5505 W Parmer Lane
 Bldg 7
 Austin, TX 78727-6524
 Phone: +1-512-6746860
 email: rzawatsky@apple.com

Apple Quote: 2205585787

Quote Date: Monday, August 05, 2019

Quote Valid Until: Friday, September 06, 2019

Quote Comments:

Please reference Apple Quote number on your Purchase Order.

Row #	Details & Comments	Qty	Unit List Price	Extended List Price
1	iPad Wi-Fi 32GB – Space Gray (10-pack) Part Number: BN3U2LL/A	24	\$2,940.00	\$70,560.00
	iPad Wi-Fi 32GB – Space Gray Part Number: MR8A2LL/A Quantity: 240			
2	iPad Wi-Fi 32GB – Space Gray Part Number: MR7F2LL/A	5	\$299.00	\$1,495.00
3	OtterBox UnlimitEd Case for iPad (5th generation) (10-pack) – Slate Gray Part Number: HLK82ZM/A	24	\$349.95	\$8,398.80
4	OtterBox UnlimitEd Case for iPad (5th generation) – Slate Gray Part Number: HLA52ZM/A	5	\$69.95	\$349.75

Edu List Price Total	\$80,803.55
- eWaste Fee / Recycling Fee	\$1,225.00
- Additional Tax	\$0.00
- Estimated Tax	\$6,262.28
- Total Tax	\$6,262.28

Extended Total Price*

\$88,290.83

*In most cases Extended Total Price does not include Sales Tax

*If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary

Complete your order by one of the following:

- o This document has been created for you as Apple Quote ID Z205585787. Please contact your institution's Authorized Purchaser to submit the above quote online. For account access or new account registration, go to <https://ecommerce.apple.com>. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
 - o For registration assistance, call 1.800.800.2775
- o If you are unable to submit your order online, please send a copy of this Quote with your Purchase Order via email to institutionorders@apple.com. **Be sure to reference the Apple Quote number on the PO to ensure expedited processing of your order.**
 - o For more information, go to provision C below, for details.

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS WHICH CAN CHANGE ON SUBSEQUENT QUOTES:

- A. ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE, CONTACT contracts@apple.com
- B. ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- C. YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE. ALL FORMAL PURCHASE ORDERS SUBMITTED BY EMAIL MUST SHOW THE INFORMATION BELOW:
 - o APPLE INC. AS THE VENDOR
 - o BILL-TO NAME AND ADDRESS FOR YOUR APPLE ACCOUNT
 - o PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
 - o PURCHASE ORDER NUMBER
 - o VALID SIGNATURE OF AN AUTHORIZED PURCHASER
 - o APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
 - o TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
 - o CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- D. UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL Friday, September 06, 2019 UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE.
 - o APPLE MAY MODIFY OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
- E. THE AMOUNT OF THE VOLUME PURCHASE PROGRAM (VPP) CREDIT SHOWN ON THIS QUOTE WILL ALWAYS BE AT UNIT LIST PRICE VALUE DURING REDEMPTION ON THE VPP STORE.
- F. UNLESS SPECIFIED ABOVE, APPLE'S STANDARD SHIPPING IS INCLUDED IN THE TOTAL PRICE.

Opportunity ID: 1800002695010

<https://ecommerce.apple.com>

Fax:

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9.13



Agenda Item Details

Meeting: Aug 21, 2019 - RSD Regular Board Meeting; Category: 9. Consent; Subject: 9.13 Approval of Ventura County Office of Education Integrated ELD MOU for the 2019-2020 School Year; Access: Public; Type: Action (Consent); Fiscal Impact: Yes; Dollar Amount: 32,750.00; Budgeted: Yes; Budget Source: Title III funds; Recommended Action: Staff recommends board approval of VCOE MOU. Goals: Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers. Goal 1-Improved student achievement at every school and every grade in all content areas

Public Content

Speaker: Oscar Hernandez

Rationale:

The scope of this document is to define the roles and responsibilities of Ventura County Office of Education Department of Curriculum and Instruction staff in training the teachers and administrators of Rio School District hereafter called "the district." The purpose is to support staff in the successful implementation and lesson planning for Integrated ELD to support the English learner language development with CA CCSS and ELD Standards in Mathematics.

This serves as a Memorandum of Understanding and Responsibility Agreement that "the district" and the Ventura County Office of Education will work together toward promoting systematic and coherent implementation of Integrated ELD utilizing CCSS and ELD standards to support English learners' language development and achievement during Mathematics for up to 30 teachers and administrators. Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. Ventura County Office of Education agrees to:

- a. Provide 9 full days of training for 3rd - 5th grade teachers, 5 full days for 6th - 8th grade teachers, 3 full days for K - 2nd grade teachers, and 1 day of preview for administrators

including ELD theory, practices and lesson demonstration. The customized trainings will be presented by 1 VCOE staff for a fee of \$28,250.00 for the 18 full days of customized training sessions.

- b. Provide 1 full day of training for 25 H/SS/Sci/ELA/ELD/electives middle school teachers including theory, practice and planning for a fee of \$1,500.
- c. Maintain ownership of all documents and data produced in the training sessions.
- d. Provide handouts for each participant for above training(s). VCOE graphic charges to be paid by Rio School District. Graphic charges are not to exceed \$3,000.00.

2. Rio School District agrees to:

- a. Provide site and room for training, classroom for demo, and for debrief and planning sessions.
- b. Provide presentation equipment as requested (e.g., LCD projector, screen and document camera, supplies for teachers such as chart paper, markers, white and yellow butcher paper, sentence strips, etc).
- c. Pay for and provide substitute teachers, as they are needed.
- d. Support professional learning through regular classroom visits by school administrator to monitor and support implementation of new learning.
- e. Pay Ventura County Office of Education, \$28,250.00 for CI staff plus additional charges for supplies, materials and printing costs, not to exceed \$3,000.00 for a total not to exceed \$32,750.00.

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented August 1, 2019 until June 30, 2020. Specific dates may be adjusted as mutually agreed upon.

[2019-2020 MOU Rio School District 2_revisedJULY82019.pdf \(120 KB\)](#)

Administrative Content

Executive Content

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

**AGREEMENT BETWEEN
VENTURA COUNTY OFFICE OF EDUCATION AND RIO SCHOOL DISTRICT
FOR PROFESSIONAL LEARNING**

The scope of this document is to define the roles and responsibilities of **Ventura County Office of Education** Department of Curriculum and Instruction staff in training the teachers and administrators of **Rio School District** hereafter called "the district." The purpose is to support staff in the successful implementation and lesson planning for Integrated ELD to support the English learner language development with CA CCSS and ELD Standards in Mathematics.

This serves as a Memorandum of Understanding and Responsibility Agreement that "the district" and the **Ventura County Office of Education** will work together toward promoting systematic and coherent implementation of Integrated ELD utilizing CCSS and ELD standards to support English learners' language development and achievement during Mathematics for up to 30 teachers and administrators. Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. Ventura County Office of Education agrees to:

- a. Provide 9 full days of training for 3rd – 5th grade teachers, 5 full days for 6th – 8th grade teachers, 3 full days for K – 2nd grade teachers, and 1 day of preview for administrators including ELD theory, practices and lesson demonstration. The customized trainings will be presented by 1 VCOE staff for a fee of \$28,250.00 for the 18 full days of customized training sessions.
- b. Provide 1 full day of training for 25 H/SS/Sci/ELA/ELD/electives middle school teachers including theory, practice and planning for a fee of \$1,500.
- c. Maintain ownership of all documents and data produced in the training sessions.
- d. Provide handouts for each participant for above training(s). VCOE graphic charges to be paid by Rio School District. Graphic charges are not to exceed \$3,000.00.

2. Rio School District agrees to:

- a. Provide site and room for training, classroom for demo, and for debrief and planning sessions.
- b. Provide presentation equipment as requested (e.g., LCD projector, screen and document camera, supplies for teachers such as chart paper, markers, white and yellow butcher paper, sentence strips, etc).
- c. Pay for and provide substitute teachers, as they are needed.
- d. Support professional learning through regular classroom visits by school administrator to monitor and support implementation of new learning.
- e. Pay Ventura County Office of Education, \$28,250.00 for CI staff plus additional charges for supplies, materials and printing costs, not to exceed \$3,000.00 for a total not to exceed \$32,750.00.

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented August 1, 2019 until June 30, 2020. Specific dates may be adjusted as mutually agreed upon.

For the Rio School District

Signature

Date

For the Ventura County Office of Education

Antonio Castro, Ed.D., Associate Superintendent

Date

Lisa Cline, Executive Director, Business

Date

9.14



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.14 Approval of Application for Categorical Programs funding
Access	Public
Type	Action (Consent)
Budget Source	Title 1 - Title IV
Recommended Action	Staff recommends board approval of application for categorical programs funding.
Goals	<p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p> <p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker: Oscar Hernandez

Rationale:

The application for funding declares that the LEA, authorized by the local governing board, is applying for specified categorical aid funds. In order to receive Title I, Title II, Title III (English Learner), Title III Immigrant, and Title IV apportionments for 2019–20 school year.

[application for funding.pdf \(516 KB\)](#)

Administrative Content

Executive Content

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2019-20 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/26/2019
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	Armando Vargas
DELAC review date	05/28/2019
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	https://rioschools.org
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2019-20 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Title IV, Part A (Student Support) ESSA Sec. 1112(b) SACS 4127	Yes
--	-----

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

9.15



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.15 Resolution No. 1920/06 issuing a Notice of Completion for the HVAC Replacement at Rio Rosales School
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	Staff recommends that Resolution No. 1920/06 for the Notice of Completion be approved for the HVAC Replacement at Rio Rosales.
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

On August 12, 2019, Balfour Beatty gave notice that the work related to Project No. Prop 39 10-012.1 for the HVAC Pilot at Rio Rosales School is complete. All contract installation requirements have been satisfied by Bon Air, Inc. and the Notice of Completion is ready to be filed.

[Resolution 19-20-06 for BonAir Notice of Completion.pdf \(113 KB\)](#)

[Prop 39 HVAC Preplacement at RRo - BA - Recommendation NOC - 8-12-19.pdf \(77 KB\)](#)

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.

**RIO SCHOOL DISTRICT
RESOLUTION NO. 19/20-06**

**NOTICE OF COMPLETION OF THE HVAC REPLACEMENT AT
RIO ROSALES ELEMENTARY SCHOOL
BY BON AIR, INC.**

WHEREAS, pursuant to RSD Project No. Prop 39 19-012.1, the Rio School District (“District”) contracted with Bon Air, Inc. for services related to the HVAC Replacement at Rio Rosales Elementary School, and

WHEREAS, Contractor subsequently commenced the work on Project No. Prop 39 19-012.1; and

WHEREAS, on August 12, 2019, the project construction manager confirmed that the work for Project No. Prop 39 19-012.1 has been closed and certified the job was complete in accordance with the plans and specifications; and

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

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby accepts the Notice of Completion for Project No. Prop 39-19-012.1.
3. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

Joe Esquivel,
President of the Board of Trustees

Balfour Beatty Construction

Rio School District
2500 E. Vineyard Ave, Suite 100
Oxnard, CA 93036
Attn: Dr. Puglisi

August 12, 2019

Subject: Proposition 39 Projects
Rio School District
Oxnard, CA

Re: Project Prop. 39 19-012.1 HVAC Replacement at Rio Rosales Elementary School
Recommendation to Request Board approval for issuance of Notice of Completion

Dear Dr. Puglisi,

Please accept this letter as recommendation to request Board approval for issuance of the Notice of Completions for work related to RSD Project Prop. 39 19-012.1 HVAC Replacement at Rio Rosales Elementary School. All contract installation requirements have been satisfied by Bon Air, Inc. The final contract amount is as follows;

Bon Air, Inc Base Agreement	\$ 174,600.00
FINAL Cost	\$ 174,600.00

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

Respectfully,



Jesus Mugerza Ibarra
Assistant Project Manager
Balfour Beatty Construction, Inc

cc. Wael Saleh, Rio School District
Dennis Kuykendall, Balfour Beatty
Keith Henderson, Balfour Beatty

9.16



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.16 Resolution No. 1920/05 issuing a Notice of Completion for the HVAC Replacement at Rio Del Norte School
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	Staff recommends that Resolution No. 1920/05 for the Notice of Completion be approved for the HVAC Replacement at Rio Del Norte.
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

On August 12, 2019, Balfour Beatty gave notice that the work related to Project No. Prop 39-19-011.1 for the HVAC Pilot at Rio Real School is complete. All contract installation requirements have been satisfied by Bon Air, Inc. and the Notice of Completion is ready to be filed.

[Bon Air Notice of completion.pdf \(20 KB\)](#)

[Resolution 19-20-05 for BonAir Notice of Completion.pdf \(113 KB\)](#)

Administrative Content

Executive Content

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Balfour Beatty Construction

Rio School District
2500 E. Vineyard Ave, Suite 100
Oxnard, CA 93036
Attn: Dr. Puglisi

August 12, 2019

Subject: Proposition 39 Projects
Rio School District
Oxnard, CA

Re: Project Prop. 39 19-011.1 HVAC Replacement at Rio Del Norte Elementary School
Recommendation to Request Board approval for issuance of Notice of Completion

Dear Dr. Puglisi,

Please accept this letter as recommendation to request Board approval for issuance of the Notice of Completions for work related to RSD Project Prop. 39 19-011.1 HVAC Replacement at Rio Del Norte Elementary School. All contract installation requirements have been satisfied by Bon Air, Inc. The final contract amount is as follows;

Bon Air, Inc Base Agreement	\$ 150,000.00
Change Order # 1	\$ 7,214.89
FINAL Cost	\$ 157,214.89

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

Respectfully,



Jesus Muguerza Ibarra
Assistant Project Manager
Balfour Beatty Construction, Inc

cc. Wael Saleh, Rio School District
Dennis Kuykendall, Balfour Beatty
Keith Henderson, Balfour Beatty

**RIO SCHOOL DISTRICT
RESOLUTION NO. 19/20-05**

**NOTICE OF COMPLETION OF THE HVAC REPLACEMENT AT
RIO DEL NORTE ELEMENTARY SCHOOL
BY BON AIR, INC.**

WHEREAS, pursuant to RSD Project No. Prop 39 19-011.1, the Rio School District (“District”) contracted with Bon Air, Inc. for services related to the HVAC Replacement at Rio Del Norte Elementary School, and

WHEREAS, Contractor subsequently commenced the work on Project No. Prop 39 19-011.1; and

WHEREAS, on August 12, 2019, the project construction manager confirmed that the work for Project No. Prop 39 19-011.1 has been closed and certified the job was complete in accordance with the plans and specifications; and

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

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby accepts the Notice of Completion for Project No. Prop 39-19-011.1.
3. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

Joe Esquivel,
President of the Board of Trustees

9.17



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.17 Approval of Agreement with Jones Hall Legal Corporation for the refinancing of CFD No. 1
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	42,000.00
Budgeted	Yes
Recommended Action	It is recommended that the Agreement with Jones, Hall be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This is the proposed legal services agreement for Jones, Hall Law Corporation's role as disclosure counsel to the District on the current refinancing for CFD No. 1.

[Jones Hall Legal Services Agreement \(1\) \(1\).pdf \(141 KB\)](#)

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.

**JONES HALL
A Professional Law Corporation**

**AGREEMENT FOR LEGAL SERVICES
(Disclosure Counsel)**

THIS AGREEMENT FOR LEGAL SERVICES is made and entered into this ___ day of _____, 2019, by and between the RIO ELEMENTARY SCHOOL DISTRICT (the "Client"), and JONES HALL, A PROFESSIONAL LAW CORPORATION, San Francisco, California ("Attorneys").

WITNESSETH

WHEREAS, the Client proposes to refund certain outstanding bonds previously issued with respect to its Community Facilities District No. 1, and thereby refinance the cost of certain school facilities, through the issuance of its refunding special tax bonds to be captioned "Rio Elementary School District Community Facilities District No. 1, 2019 Special Tax Refunding Bonds (Federally Taxable)" (the "Bonds"); and

WHEREAS, the Client has determined that Attorneys are specially trained and experienced to provide services as Disclosure Counsel in connection with the issuance and sale of the Bonds and Attorneys are willing to provide such services; and

WHEREAS, the public interest, economy and general welfare will be served by this Agreement for Legal Services.

NOW THEREFORE, IT IS HEREBY AGREED, as follows:

1. Duties of Attorneys. Attorneys shall provide legal services in connection with the preparation of the Official Statement to be used in connection with the offering and sale of the Bonds. Such services shall include the following:

a. Prepare the Official Statement (both preliminary and final) or other disclosure documents in connection with the offering of the Bonds.

b. Confer and consult with the officers and administrative staff of the Client as to matters relating to the Official Statement.

c. Participate in all meetings and conference calls at which the Official Statement is to be discussed, deemed necessary by Attorneys for the proper exercise of their due diligence with respect to the Official Statement, or when specifically requested by the Client to attend.

d. On behalf of the Client, review the bond purchase contract, to be prepared by underwriter's counsel, pursuant to which the Bonds will be sold to the underwriter, and the continuing disclosure certificate of the Client, to be prepared by bond counsel, to assist the underwriter with complying with the provisions of SEC Rule 15c2-12.

e. Subject to the completion of proceedings to the satisfaction of Attorneys, and subject to the scope of services described in this Agreement for Legal Services,

provide a letter of Attorneys addressed to the Client and the underwriter that, although Attorneys are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement and make no representation that Attorneys have independently verified the accuracy, completeness or fairness of any such statements, no facts have come to Attorneys' attention that cause Attorneys to believe that the Official Statement (except for any financial and statistical data and forecasts, numbers, estimates, assumptions and expressions of opinion and information concerning the Depository Trust Company and the book-entry system for the Bonds, contained or incorporated by reference in the Official Statement and the appendices to the Official Statement, which Attorneys will expressly exclude from the scope of this sentence) as of the date of the Official Statement or the date hereof contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

2. Duties of Client.

a. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security, including all information "material" to such matters (as such term is defined under federal securities laws) and all other documents deemed necessary by Attorneys. We understand that you will direct members of your staff to cooperate with us in this regard.

b. Based on (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds, (ii) the services set forth under Section 1, and (iii) the time we anticipate devoting to the financing, Attorneys shall be paid compensation in the amount of \$40,000. Our fee may change if (i) the principal amount of the Bonds actually issued differs significantly from the amount stated above, (ii) material changes in the structure or the schedule of the financing occur or (iii) unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee, we will advise you of those circumstances.

In addition, Attorneys shall be reimbursed for closing costs advanced by Attorneys on behalf of the Client, including delivery and messenger services, duplication costs and expenses for travel outside the State of California, if any, but specifically excluding travel expenses within the State of California, in an amount not to exceed \$2,000.

Payment of said fees and expenses shall be entirely contingent, shall be due and payable upon the delivery of the Bonds and shall be payable solely from the proceeds of the Bonds and from no other funds of the Client. The fee is not set by law but is negotiable between Attorneys and Client.

3. Termination of Agreement.

a. Termination by Client. This Agreement may be terminated at any time by the Client with or without cause upon written notice to Attorneys.

b. Termination by Attorneys. This Agreement may be terminated by Attorneys upon 15 days' written notice to Client if Client fails to follow written legal advice given by Attorneys.

c. Termination Upon Issuance of Bonds. This Agreement shall terminate upon the issuance of the Bonds.

d. Consequences of Termination. In the event of termination, all finished and unfinished documents shall at the option of the Client become its property and shall be delivered to the Client by Attorneys.

4. Exceptions. Attorneys' services pursuant to this Agreement shall not include the following:

a. Providing a legal opinion approving the legality of the proceedings relating to the Bonds or regarding the exemption of interest thereon from taxation.

b. Any services rendered in any litigation involving the Client or the financing proceedings relating to the Bonds.

c. On-going advice and preparation of necessary documentation in respect of reporting requirements of the Securities and Exchange Commission, including, without limitation, Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

d. Any due diligence in order to identify the instances in the previous five years in which the Client failed to comply, in all material respects, with any previous undertakings in a written contract or agreement specified in paragraph (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12. In this regard, Attorneys may rely on a certificate of the Client's dissemination agent, whom the Client has concluded is fully informed in this matter.

For any such services which Attorneys and Client subsequently agree to be provided by Attorneys, compensation shall be on the basis of reasonable fees to be agreed upon by the Client and Attorneys.

5. Advice and Counsel; Attorney-Client Relationship. It is understood that neither the Attorneys nor any individual representing the Attorneys possesses any authority with respect to any decision of the Client or any Client official beyond the rendition of information, advise, recommendation or counsel.

Upon execution of this Agreement, the Client will be Attorneys' client and an attorney-client relationship will exist between Client and Attorneys. Attorneys assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. Attorneys further assume that all other parties understand that in this transaction Attorneys represent only the Client, Attorneys are not counsel to any other party, and Attorneys are not acting as an intermediary among the parties. Attorneys' services as disclosure counsel are limited to those contracted for in this Agreement; the Client's execution of this Agreement will constitute an acknowledgment of those limitations.

6. Conflicts; Prospective Consent. Attorneys represent many political subdivisions and underwriting firms. It is possible that during the time that Attorneys are representing the Client, one or more of Attorneys' present or future clients will have transactions with the Client. It is also possible that Attorneys may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. Attorneys do not believe such representation, if it occurs, will adversely affect Attorneys' ability to represent Client as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to Attorneys' representation of Client, or because it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this Agreement will signify the Client's consent to Attorneys' representation of others consistent with the circumstances described in this Section 6.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the respective officers thereunto duly authorized as of the day and year first above written.

RIO ELEMENTARY SCHOOL DISTRICT

By _____
Title: _____

JONES HALL, A Professional Law Corporation

By _____
Scott R. Ferguson
Chief Operating Officer

9.18



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.18 Approval of Credit Change Order from Brian Devries Construction for work at Rio Del Sol
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	-3,416.53
Budgeted	Yes
Budget Source	Measure G
Recommended Action	It is recommended that the Credit Change Order with Brian Devries Construction be approved.
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
This change order has six components.

2.16	Enlarge two additional caissons for columns at Bldgs. A&E	\$905.83
2.21	Demo (E) catch basin in conflict with site wall at Western field	\$784.77
2.28	Site grading for added covered walk	\$1,107.00
2.30	Overtime work to open school on time	\$6,574.31
2.31	Provide additional sleeve in Bldg. D. second floor due to incorrect layout from mechanical contractor	\$988.56
2.32	Credit for 4" flatwork over 4" base at constellation	-\$13,777.00
Total		-\$3,416.53

Administrative Content

Executive Content

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Balfour Beatty Construction

Rio School District
2500 E Vineyard Ave
Oxnard, CA 93036

August 5, 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 #2.9 Brian Devries Construction

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #2.9 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
2.16	224-15	Enlarge two additional caissons for columns at Bldgs A&E	Two additional column C2 caissons had to be enlarge that were not accounted for in PCO 2.9. This cost is for the material and labor to enlarge the caissons per RFI 234.	\$ 905 83
2.21	224-24	Demo (E) catch basin in conflict with site wall at Western field	This cost is for the labor to remove an existing catch basin that was left from previous site developer and not shown in the plans. Catch basin was in conflict with the site wall and swale.	\$ 784 77
2.28	224-37	Site grading for added Covered Walk	Added grading to install concrete work at added covered walkway between buildings A and B	\$ 1,107 00
2.30	224-20	Overtime work to open school on time	Overtime work to open school on time	\$ 6,574 31
2.31	224-32	Provide additional sleeve in Bldg D second floor due to incorrect layout from mechanical contractor	Due to incorrect layout from the mechanical contractor Devries had to install an additional sleeve in building D for mechanical work to go through the second floor to the first floor	\$ 988 56
2.32	224-39	Credit for 4" flatwork over 4" base at constellation	Work will be done as part of phase 2	\$ (13,777.00)
Total CO #2.9				\$ (3,416 53)
Previous Approved CO's				\$ 15,041 22
Original Contract				\$ 3,698,000.00
Revised Contract				\$ 3,709,624.69

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

Respectfully,



Jesus Muguerza Ibarra
Assistant Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District
Rachel Adams, Architecture 4 Education
Dennis Kuykendall, Balfour Beatty

9.19



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.19 Approval of Credit Change Order from Standard Drywall
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	-2,021.00
Budgeted	Yes
Budget Source	Measure G
Recommended Action	It is recommended that the Credit Change Order with Standard Drywall be approved.
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
This change order is a back charge for the cost of tile needed at Building B due to the lockers being late.

[Standard drywall change order.pdf \(21 KB\)](#)

Administrative Content

Executive Content

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Balfour Beatty Construction

Rio School District
2500 E Vineyard Ave
Oxnard, CA 93036

August 5, 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 #5.15 Standard Drywall

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #5.15 to Standard Drywall 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
5.83	-	Back charge for Bldg B tile	This is a back charge for the cost of tile needed at building B due to the lockers being late.	\$ (2,021.00)
Total CO #5.15				\$ (2,021.00)
Previous Approved CO's				\$ 277,607.95
Original Contract				\$ 6,538,000.00
Revised Contract				\$ 6,813,586.95

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

Respectfully,



Jesus Muguerza Ibarra
Assistant Project Manager, Balfour Beatty

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

9.20

42



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.20 Approval of Change Order from Valencia Sheet Metal
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	1,936.31
Budgeted	Yes
Budget Source	Measure G
Recommended Action	It is recommended that the change order from Valencia Sheet Metal be approved.
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
This change order is required according to the State Inspector. It is for the structural steel beams to be covered with sheet metal for the protection of those who are standing on the elevator cab top.

[Valencia Sheet Metal Change Order.pdf \(199 KB\)](#)

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

August 5, 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 #8.7 Valencia Sheet Metal

Dear Dr. Puglisi,
Please accept this letter as recommendation to request approval for CO #8.7 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;

PCO No.	GC No.	Description	Reason	Cost/Credit
8.9	9	Elevator shaft closures	As required by the state inspector, the structural steel beams had to be covered with sheet metal for the protection of those who are standing on the elevator cab top	\$ 1,936.31

Total CO 8.7	\$ 1,936.31
Previous Approved CO's	\$ 18,007.17
Original Contract	\$ 260,561.00
Revised Contract	<u>\$ 260,504.48</u>

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

Respectfully,



Jesus Muguerra Ibarra
Assistant Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District
Rachel Adams, Architecture 4 Education
Dennis Kuykendall, Balfour Beatty

9.21



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.21 Approval of Change Order from Painting and Decor
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	14,632.76
Budgeted	Yes
Budget Source	Measure G
Recommended Action	It is recommended that the Change Order from Painting and Decor be approved.
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
This change order consists of 6 parts:

13.9	Painting louvers at canopy between Bldgs. A & E	\$3,388.13
13.12	Added window at MPR Storage room	\$ 626.91
13.14	Caulking and paint at steel filler plates	\$2,522.54
13.16	Protect Bldg E parapet cap with plastic	\$1,009.25
13.17	Painting around translucent panel	\$5,423.31
13.18	Painting Bldg. E and D cane rails	\$1,662.62
Total:		\$14,632.76

Administrative Content

Executive Content

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Balfour Beatty Construction

Rio School District
2500 E Vineyard Ave
Oxnard, CA 93036

August 5, 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 #13 Painting
Recommendation to Approve PCO #13.3 Painting and Decor

Dear Dr. Puglisi,
Please accept this letter as recommendation to request approval for CO #13.3 to Painting and Decor 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
13.9	8	Painting louvers at canopy between buildings A and E	This cost is for painting the louvers in the canopy between buildings A and E. Per contract documents louvers were delivered and installed with a white factory finish however in a revision by the AOR to the painting submittal on 6/22/18 the louvers were to be painted a different color (see attached sketch). By the time the revision came out the louvers had already been delivered and installed therefore the revised painting was at an additional cost.	\$ 3,388.13
13.12	13	Added window at MPR storage room	This cost is for the labor and material to paint at added window in MPR.	\$ 626.91
13.14	17R1	Caulking and paint at steel filler plates	This cost is for the labor and material to caulk and paint at the added steel filler plates per RFI 574.	\$ 2,522.54
13.16	23	Protect Bldg E parapet cap with plastic	This cost is for the labor and material to cover with plastic the MPR CMU parapet wall. Wall had to be covered so that rain did not leak through the cap into the MPR room.	\$ 1,009.25
13.17	27	Painting around translucent panel	Painting the drywall around the translucent panel in building D from white to red to avoid the drywall looking dirty	\$ 5,423.31
13.18	28	Painting Bldg E and D cane rails	Painting cane rails that did not call for paint	\$ 1,662.62

Total CO #13.3	\$ 14,632.76
Previously Approved COs	\$ 38,099.95
Original Contract	\$ 493,700.00
Revised Contract	\$ 646,432.71

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

Respectfully,



Jesus Muguerza Ibarra
Assistant Project Manager, Balfour Beatty

cc. Wael Saleh, RSD
Rachel Adams, Architecture 4 Education
Dennis Kuykendall, Balfour Beatty

9.22



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.22 Approval of Change Order from Abdellatif Enterprises, Inc.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	10,340.92
Budgeted	Yes
Budget Source	Measure G
Recommended Action	It is recommended that the Change Order from Abdellatif Enterprises, Inc. be approved.
Goals	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

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This change order consists of two changes:

23.6	Costs for revised gutter detail at Bldgs. A and B	\$7,066.52
23.7	Cost for added plywood at window seat head of the east window in room E104 (library).	\$3,274.40
Total:		\$10,340.92

[Abdellatif Change Order.pdf \(25 KB\)](#)

Administrative Content

Executive Content

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Balfour Beatty Construction

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

August 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 #23 Rough Carpentry
Recommendation to Approve CO 23.4 to Abdellatif Enterprises, Inc.

Dear Dr. Puglisi,
Please accept this letter as recommendation to request Board approval for CO 23.4 to Abdellatif Enterprises, Inc. for added scope items at the above Project. Scope change to the project is as follows;

PCO No.	GC No.	Description	Reason	Cost/Credit
23.6	6	Costs for revised gutter detail at Bldgs A and B	In an effort to make the gutter bent plates straighter, stiffeners had to be added to the gutter bent plates. This cost is for the labor and material to do the work as shown in the photo attached. See attached photo showing additional wood required and notched plywood.	\$ 7,088.52
23.7	7	Cost for added plywood at window seat head of the east window in room E104 (library) per detail 2/A8.25	Plywood seating was needed in the library and was not part of the bid.	\$ 3,274.40
Total CO #23.4				\$ 10,340.92
Previous COs				\$ (78,078.17)
Original Contract				\$ 1,029,000.00
Revised Contract				\$ 961,262.75

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

Respectfully,



Jesus Muguerza Ibarra
Assistant Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District
Rachel Adams, Architecture 4 Education
Dennis Kuykendall, Balfour Beatty

9.23



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.23 Approval of Credit Change Order from Painting and Decor
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	-33,030.66
Budgeted	Yes
Budget Source	Measure G
Recommended Action	It is recommended that the Change Order from Painting and Decor be approved.
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
This Change Order has two components:

14.2	Added costs to provide a different operable wall system than the one specified due to panel size conflicts	\$4,405.34
14.4	Credit for volleyball sleeves, vehicular bollards and substituting receptacles	\$-37,436.00
Total		\$-33,030.66

[Painting and Decor Credit Change Order.pdf \(27 KB\)](#)

Administrative Content

Executive Content

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Balfour Beatty Construction

Rio School District
2500 E Vineyard Ave
Oxnard, CA 93036

August 5, 2019

Attn: Wael Saleh

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

Re: Project 0045-015 Rio STEAM K-8 Campus
BP #14 Specialties
Recommendation to Approve PCO #14.2 to Painting and Decor

Dear Mr Saleh,
Please accept this letter as recommendation to request approval for CO #14.2 to Painting and Decor 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
14.2	2	Added costs to provide a different operable wall system than the one specified due to panel size conflicts	Operable wall system was in conflict with the wheelchair lift at the MPR stage. The operable wall system had to be changed to one that did not conflict with the wheelchair lift	\$ 4,405.34
14.4	4	Credit for volleyball sleeves, vehicular bollards and substituting receptacles	Value engineered out of the project for cost savings purposes	\$ (37,438.00)

Total CO #14.2	\$ (33,030.88)
Previously Approved COs	\$ 2,279.29
Original Contract	\$ 927,300.00
Revised Contract	\$ 896,548.63

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

Respectfully,

Jesus Muguerra Ibarra
Assistant Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District
Rachel Adams, Architecture 4 Education
Dennis Kuykendall, Balfour Beatty

9.24



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.24 Approval of Change Order from Anderson Systems
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	34,009.05
Budgeted	Yes
Budget Source	Measure G
Recommended Action	It is recommended that the Change Order from Anderson Systems be approved.
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
This change order has four components:

16.15	Added cost for RF#436 an added sewer line to Bldg. E E121 for the kitchen garbage disposal	\$7,920.37
16.21	Installed sewer line at Room E 130 for garbage disposals. Plans showed grease waste	\$10,711.68
16.31	Relocation of Drains at new covered walkway	\$8,844.00
16.32	Downspout connection from Bldg. A to SD system	\$6,533.00
Total		\$34,009.05

[Change Order from Anderson Systems.pdf \(37 KB\)](#)

Administrative Content

Executive Content

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Balfour Beatty Construction

Rio School District
2500 E Vineyard Ave
Oxnard, CA 93036

August 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 #16 Plumbing and Site Utilities
Recommendation to Approve CO #16.11 Anderson Systems

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #16.11 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
16.15	16	Added cost for RFI#436-an added sewer line to Building E, E121 for the kitchen garbage disposal	Plan sheet P2.50 showed the disposer (FS Item 51) draining to a grease waste line. After the installation of the grease waste line and concrete floor it was determined, per RFI 436, that code prohibits food waste to go through grease interceptors. This cost is for the work that took place to re-route disposer to a sewer line.	\$ 7,020.37
16.21	22	Installed sewer line at rm E130 for garbage disposal. plans showed grease waste	Plan sheet P2.50 showed the 4 dual compartment sinks with disposers draining to a grease waste line. After the installation of the grease waste line and concrete floor it was determined, per RFI 508, that code prohibits food waste to go through grease interceptors. This cost is for the work that took place to wai vent a portion of the service sink vent line.	\$ 10,711.68
16.31	32	Relocation of Drains at new covered walkway	This cost is for the labor and material to cap, extend and relocate drains as directed in the field by construction team. Drains had to be moved due to the new covered walkway which changed configuration and grading in the courtyard	\$ 8,944.00
16.32	33	Downspout connection from Bldg A to SD system	This cost is for the labor and material extend two downspouts and connect them to the nearest storm drain line. This work was done to prevent flooding in front of Building A.	\$ 6,533.00

Total CO #16.11	34,009.05
Previous CO's	97,508.78
Original Contract	2,900,000.00
Revised Contract	<u>3,031,517.83</u>

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

Respectfully,



Jesus Muguerza Ibarra
Assistant Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District
Rachel Adams, Architecture 4 Education
Dennis Kuykendall, Balfour Beatty

9.25



Agenda Item Details

Meeting Aug 21, 2019 - RSD Regular Board Meeting

Category 9. Consent

Subject 9.25 Approval of Change Order from Benner and Carpenter

Access Public

Type Action (Consent)

Fiscal Impact Yes

Dollar Amount 6,690.00

Budgeted Yes

Budget Source Measure G

Recommended Action It is recommended that the Change Order from Benner and Carpenter be approved.

Goals Goal 3-Create welcoming and safe environments where students attend and are connected to their school

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
This change order has two parts:

24.3	Re-stake reclaimed water and restate domestic blackflow at service yard	\$844.00
24.4	Re-stake edge of pavement	\$1,440.00
Total:		\$2,284.00

[Benner and Carpenter Change Order.pdf \(23 KB\)](#)

Administrative Content

Executive Content

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Balfour Beatty Construction

Rio School District
2500 E Vinyard Ave
Oxnard, CA 93036

August 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 #24 Survey
Recommendation to Approve CO #24.2 Benner and Carpenter

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #24.2 to Benner and Carpenter 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
24.3	4	Re-Stake reclaimed water and re-stake domestic backflow at service yard	Survey stakes had be re-staked due to construction damage	\$ 844.00
24.4	5	Re-stake edge of pavement	Survey stakes had be re-staked due to construction damage	\$ 1,440.00

Previous Approved COs	\$ 6,890
Total CO #24.2	\$ 2,284.00
Original Contract	\$ 109,500.00
Revised Contract	\$ 118,474.00

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

Respectfully,



Jesus Mugerza Ibarra
Assistant Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District
Rachel Adams, Architecture 4 Education
Dennis Kuykendall, Balfour Beatty

9.26



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.26 Approval of Change Order from KYA Services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	10,200.00
Budgeted	Yes
Budget Source	Measure G
Recommended Action	It is recommended that the Change Order from KYA be approved.
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
This change order is for revisions to logo striping in the MPR floor. \$10,200.00

[Change Order from KYA.pdf \(20 KB\)](#)

Administrative Content

Executive Content

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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.

Balfour Beatty Construction

Rio School District
2500 E Vineyard Ave
Oxnard, CA 93036

August 5, 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 #10 Flooring
Recommendation to Approve CO #10.2 KYA Services

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #10.2 KYA Services 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
10.2	2	Revisions to logo striping in the MPR floor	There were changes to the logo that added costs to the design	\$ 10,200.00

Total CO 10.2	\$ 10,200.00
Previous Approved CO's	\$ (22,955.00)
Original Contract	\$ 310,500.00
Revised Contract	\$ 297,745.00

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

Respectfully,



Jesus Muguerza Ibarra
Assistant Project Manager, Balfour Beatty

Cc. Wael Saleh, Rio School District
Rachel Adams, Architecture 4 Education
Dennis Kuykendall, Balfour Beatty

9.27



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.27 Approval of Credit Change Order from Floored Tile and Stone
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	-3,611.00
Budgeted	Yes
Budget Source	Measure G
Recommended Action	It is recommended that the Board approve the Change Order from Floored Tile and Stone
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
This change order has three changes:

15.1 Added tile at Bldg. B exterior	\$2,021.00
15.2 Added tile at boys and girls locker rooms	\$11,027.00
15.3 Credit for tile in Bldg. C	\$-16,659.00
Total:	\$-3,611.00

[Floored Tile and Stone.pdf \(249 KB\)](#)

Administrative Content

Executive Content

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Balfour Beatty Construction

Rio School District
2500 E Vineyard Ave
Oxnard, CA 93036

August 5, 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 #15 Ceramic Tile
Recommendation to Approve PCO #15.1 to Floored Tile and Stone

Dear Dr. Puglisi

Please accept this letter as recommendation to request approval for CO #15.1 to Floored Tile and Stone 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
15.1	1	Added tile at Building B exterior	This is a back charge to Standard Drywall and Standard Drywall has provided a credit for this	\$ 2,021.00
15.2	2	Added tile at boys and girls locker rooms	Changes from painted walls to ceramic tile walls	\$ 11,027.00
15.3	3	Credit for tile in Building C	Contractor included building C in their bid Building C was not part of the bid.	\$ (16,659.00)

Total CO #15.1	\$ (3,611.00)
Previously Approved COs	\$ -
Original Contract	\$ 183,000.00
Revised Contract	\$ 179,389.00

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

Respectfully,



Jesus Muguerza Ibarra
Assistant Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District
Rachel Adams, Architecture 4 Education
Dennis Kuykendall, Balfour Beatty

9.28



EDUCATING LEARNERS FOR THE 21ST CENTURY

Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.28 Approval of Change Order from JPI Development
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	3,656.39
Budgeted	Yes
Budget Source	Measure G
Recommended Action	It is recommended that the Change Order from JPI Development be approved.
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school

Public Content

Speaker:
Wael Saleh, Assistant Superintendent of Business Services

Rationale:
This change order is for the Demo of sprinkler line in the Home Economics Room \$3,656.39

[Change Order from JPI Development.pdf \(24 KB\)](#)

Administrative Content

Executive Content

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Balfour Beatty Construction

Rio School District
2500 E Vineyard Ave
Oxnard, CA 93036

August 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 #17 Fire Sprinklers
Recommendation to Approve CO #17.4 JPI Development

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #17.4 to JPI Development 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
17.10	10	Demo of sprinkler line in Home Ec	This cost is due to the redesigns that occurred in Building E Home Economics classroom from the conflicts with the exhaust fans. Previously installed utilities had to be relocated. Cost for labor and material to relocate fire sprinkler line in the Home Economic classroom are included in this PCO.	\$ 3,856.39
Total CO #17.4				\$ 3,856.39
Previous Approved CO's				\$ 31,000.73
Original Contract				\$ 1,184,000.00
Revised Contract				\$ 1,218,657.12

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

Respectfully,

Jesus Muguerra Ibarra
Assistant Project Manager, Balfour Beatty

cc. Wael Saleh, RSD
Rachel Adams, Architecture 4 Education
Dennis Kuykendall, Balfour Beatty

9.29



EDUCATING LEARNERS FOR THE 21ST CENTURY

Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.29 Approval of Change Order from Junior Steel
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	14,549.64
Budgeted	Yes
Budget Source	Measure G
Recommended Action	It is recommended that the Change Order from Junior Steel be approved.
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
This change Order is for two changes:

4.19R1	Mechanical openings design changes	\$9,081.64
4.47	Angle supports at added brace frame counter tops	\$5,468.00
Total		\$14,549.64

[Change Order for Junior Steel.pdf \(29 KB\)](#)

Administrative Content

Executive Content

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Balfour Beatty Construction

Rio School District
2500 E Vineyard Ave
Oxnard, CA 93036

August 5, 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 #4.10 Junior Steel

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #4.10 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
4.19R1	9R1	Mechanical openings design changes	This cost is for the added material, fabrication, and installation of Bldg. E. steel beams due to mechanical opening changes per RFI's 224 & 349 as well as changes from ongoing coordination of mechanical openings resulting in additional detailing costs, shop & field labor, and material costs. This was all a result of a directive that was issued from BBC to proceed with fabrication of the steel where coordination was still needed, knowing that some of this steel would require re-work in the field once the design/coordination issues were resolved as discussed in owner meetings. Those added costs are outlined in this COR. See attached email with contractor's explanation of costs as well.	\$ 9,081.64
4.47	47	Angle supports at added brace frame counter tops	Angle supports were required to support the countertop at the brace frames of Building D. This countertops were an added requirement by DSA	\$ 5,468.00

Total CO #4.10	\$ 14,549.64
Previous Approved CO' s	\$ (70,199.00)
Original Contract	\$ 3,317,000.00
Revised Contract	\$ 3,261,350.64

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



Jesus Muguerza Ibarra
Assistant Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District
Rachel Adams, Architecture 4 Education
Dennis Kuykendall, Balfour Beatty

9.30



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.30 Approval of Change Order from Taft Electric
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	8,091.00
Budgeted	Yes
Budget Source	Measure G
Recommended Action	It is recommended that the Change Order from Taft Electric be approved.
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
This change order has three components:

20.18	OT Bldg. E Library lighting overhead conduit and additional OT for A&B as well as light poles	\$7,309.00
20.28	Location of Spare Vaults - FRI 130	(-5,842.00)
20.29	Bldg. D. Elevator Re-Inspectioin	\$6,624.00
Total:		\$8,091.00

[Change Order from Taft Electric.pdf \(27 KB\)](#)

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.

Balfour Beatty Construction

Rio School District
2500 E Vineyard Ave
Oxnard, CA 93036

August 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 #20.12 to Taft Electric

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for #20.12 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
20.18	25	OT Bldg E Library Lighting Overhead Conduit and Additional OT for A&B as well as light poles	As discussed in multiple owner meetings, some trades would need to be accelerated in order to open Bldg E library, MPR, stage, site and building A and B on time for school opening. This cost is for the premium time to install library, MPR and stage lights, energize building A and B, building B makerspace light fixtures, pulling wire for library HVAC unit, fire alarm installation at library and setting S light poles between building A and B	\$ 7,309.00
20.28	8	Location of Spare Vaults- RFI 130	Vault were not needed	\$ (5,842.00)
20.29	50	Bldg D Elevator Re-inspection	Elevator failed inspection due to conflicts with structural steel being in the shaft. This cost is for the second and final inspection	\$ 6,624.00
Total CO #20.12				\$ 8,091.00
Previous Approved CO's				\$ 118,693.39
Original Contract				\$ 4,462,000.00
Revised Contract				\$ 4,588,784.39

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

Respectfully,



Jesus Muguerza Ibarra
Assistant Project Manager, Balfour Beatty

cc. Wael Saleh Rio School District
Rachel Adams, Architecture 4 Education
Dennis Kuykendall, Balfour Beatty

9.31



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.31 Approval of Change Order from Bon Air for services at Rio Del Norte
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Measure L
Recommended Action	It is recommended that the Change Order from Bon Air be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
This change order is for new zoning controls for administrative building to make sure the new system functions properly.

[Bon Air change Order.pdf \(18 KB\)](#)

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.

Balfour Beatty Construction

Rio School District
2500 E Vineyard Ave
Oxnard, CA 93036

August 12, 2019

Attn: Dr. Puglisi

Subject: Prop. 39 HVAC Replacement at Rio Del Norte
Rio School District
Oxnard, CA

Re: Project Prop. 39 19-011.1 HVAC Replacement at Rio Del Norte
Recommendation to Approve CO #1 to Bon Air Inc.

Dear Dr. Puglisi,
Please accept this letter as recommendation to request approval for CO #1 to Bon Air 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
1	1	New zoning controls for admin building	Due to unforeseen conditions the administration building had to receive new zoning controls so that the new system could function properly	\$ 7,214.89

Total CO #1	\$ 7,214.89
Previously Approved COs	\$ -
Original Contract	\$ 150,000.00
Revised Contract	\$ 157,214.89

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

Respectfully,



Jesus Mugerza Ibarra
Assistant Project Manager, Balfour Beatty

cc. Wael Saleh, RSD
Dennis Kuykendall, Balfour Beatty

9.32



Agenda Item Details

Meeting	Aug 21, 2019 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.32 Approval of Occupational Therapy Services Contract
Access	Private
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	118,400.00
Budgeted	Yes
Budget Source	Special Education funds
Recommended Action	Staff recommends board approval of Occupational Therapy Services Contract .

Public Content

Speaker: Oscar Hernandez

Rationale:

Due to a shortage in qualified Occupational Therapists applying directly to the district for positions and in order to meet the needs determined by students' individualized education plans, the Pupil Personnel Services Department has found it necessary to contract outside of Ventura County SELPA for the services for one Occupational Therapist position during the 2019-2020 school year.

The contracted Occupational Therapist will be held to same standard as district employees and will be provided training to ensure that they are able to conduct appropriate assessments, write legally compliant reports, write and hold effective IEPs, and meet the needs of their students' IEPs. The contracted Occupational Therapist will attend regular district trainings in order to build rapport within the department and strengthen district special education programs.

[Pioneer OT Contract.pdf \(240 KB\)](#)

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.

CLIENT STAFFING AGREEMENT

This CLIENT Staffing Agreement ("Agreement") is entered into this **August 13, 2019** by and between Rio School District with a location at **2500 E Vineyard Ave #100 Oxnard, CA 93036** referred to in this Agreement as "CLIENT," and **Pioneer Healthcare Services LLC**, a California limited liability company, with an office located at **6255 Ferris Square, Suite F, San Diego, CA 92121** referred to in this Agreement as "PIONEER."

RECITALS

WHEREAS, PIONEER operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to CLIENT and Client desires to engage PIONEER to provide personnel to supplement CLIENT's staff.

THEREFORE, in consideration of the above promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, CLIENT and PIONEER hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.01 Term and Termination. This Agreement will be in effect for one (1) year and will be automatically renewed at the end of the first year and each subsequent year unless terminated pursuant to the terms of this Agreement. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days' advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination of this Agreement.

ARTICLE 2. RESPONSIBILITIES OF PIONEER

Section 2.01 Services. PIONEER will, upon request by CLIENT, provide licensed health care providers (i.e. RTs, SLPs, PTs OTs, PTAs, COTAs, RNs and LPNs) as specified by CLIENT (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel.

Section 2.02 Personnel. PIONEER will supply CLIENT with Personnel who meet the following criteria:

- A. Possess current state license/registration and/or certification, as applicable and appropriate for the services provided to CLIENT, and possess CPR certification, if required by applicable laws, regulations, or accreditation standards, to be presented to CLIENT administrator upon request.
- B. Meet PIONEER and CLIENT conditions of employment regarding health clearance (to include proof of pre-employment physical and TB skin testing), provision of professional references, background checks, and any other applicable hiring criteria, documentation of which will be kept in the PIONEER employee file.
- C. Shall, preferably have at least one (1) year of relevant professional experience and one (1) year of specialty experience, which shall be documented by references and kept on file.

Section 2.03 Insurance. PIONEER will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, a valid policy of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in aggregate covering sole negligent acts or omissions which may give rise to liability for services under this Agreement. PIONEER will provide a certificate of insurance evidencing such coverage upon request by CLIENT.

Section 2.04 Employer Obligations. PIONEER, or its subcontractor(s), will maintain direct responsibility as employer for payment of wages, and federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. PIONEER agrees to maintain documentation on all Personnel provided by PIONEER in an employee file.

Section 2.05 Record Access. In instances where CLIENT is Medicare and/or Medicaid certified, PIONEER agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its facilities, books, documents and records will be made available to the Comptroller General of the Government Accounting Office of the United States, the United States Department of Health and Human Services and their duly authorized representatives ("USDHHS") until the expiration of four (4) years after services are furnished under this Agreement.

ARTICLE 3. RESPONSIBILITIES OF CLIENT

Section 3.01 Requests for Personnel. CLIENT will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by CLIENT at the time of the initial call.

Section 3.02 Short-notice Requests. PIONEER will bill CLIENT for the entire shift if an order for staff is made less than two (2) hours prior to the start of the shift, as long as the individual reports for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

Section 3.03 Staff Order Cancellation. Staffing requests are scheduled as either four (4) hour, ("half-day"), or six (6) to eight (8) hour, ("full-day") assignments. A six (6) to eight (8) hour assignment may be changed ("downsized") to a four (4) hour assignment up to twenty-four (24) hours before the assignment starts. All assignments (excluding travelers) may be cancelled up to twenty-four (24) hours before that assignment starts. Late cancellations or changes made less than twenty-four (24) hours before an assignment starts will be billed the applicable minimum charge of either four (4) hours or six (6) hours (determined by the original length of the confirmed assignment). All cancellations and changes may only be made on business days. Monday morning shifts must be cancelled no later than 8:00 AM on the previous Friday. Personnel available for travel are available in all disciplines for thirteen (13) week, twenty-six (26) week, or non-traditional assignments. Cancellation of a travel assignment requires a thirty (30) day written notice. A travel assignment cannot be canceled prior to 30 days after the start of the assignment. Late cancellation or early termination of a travel assignment will result in a charge to CLIENT of eighty (80) hours, plus the cost(s) of any fees or penalties that occur as a result of the late cancellation or early termination (i.e., apartment or furniture leases, security deposits, etc.)

Section 3.04 Responsibility for Patient Care. CLIENT retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards and laws. CLIENT is responsible for supervision and instruction of Personnel regarding policies, procedures, and CLIENT operation, specifically including, but not limited to, all necessary CLIENT safety procedures, equipment handling, and services to be rendered. CLIENT shall remain solely liable for the safe working conditions and supervision of those entrusted to operate equipment and provide services hereunder.

Section 3.05 Non-Solicitation. For a period of twelve (12) months following the date on which a Personnel member last worked a shift at CLIENT, CLIENT agrees that it will take no steps to recruit or hire as its own employees or as a contractor those Personnel provided by PIONEER during the term of this Agreement. CLIENT understands PIONEER is not an employment agency and that Personnel are assigned to the CLIENT to render temporary service(s) and are not assigned to become employed by CLIENT. The CLIENT further acknowledges and agrees that the substantial investment in business related costs incurred by PIONEER in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that CLIENT, or any affiliate, subsidiary, department, or division of CLIENT hires, employs or solicits Personnel, CLIENT will be in breach of this Agreement and CLIENT agrees that damages would be too difficult to calculate. Accordingly, CLIENT agrees that if CLIENT recruits or hires Personnel who has been introduced to CLIENT through this Agreement, CLIENT agrees to pay

PIONEER liquidated damages equal to the sum of twenty-five percent (25%) of the Personnel's annualized salary for 1 year.

Section 3.06 Non-performance. If CLIENT concludes, in its sole discretion, that any Personnel provided by PIONEER have engaged in misconduct, or have been grossly negligent, CLIENT may require the individual to leave the premises and will notify PIONEER immediately in writing, providing in reasonable detail the reason(s) for such dismissal and provide PIONEER with a right to cure such situation, in PIONEER's sole discretion. CLIENT's obligation to compensate PIONEER for such individual's services will be limited to the number of hours actually worked. PIONEER will not reassign the individual to CLIENT without prior approval of the CLIENT. If PIONEER requests feedback, CLIENT shall provide feedback in a timely manner.

Section 3.07 Right to Dismiss. CLIENT may request the dismissal of any Personnel for any reason; provided, however, that PIONEER shall have the right to cure such dismissal, in PIONEER'S sole discretion. CLIENT agrees to notify PIONEER of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. CLIENT shall be obligated to compensate PIONEER for such individual's services limited to the number of hours actually worked.

Section 3.08 Insurance. CLIENT will maintain at its sole expense a valid policy of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in aggregate covering acts or omissions which may give rise to liability in connection with services under this Agreement. CLIENT will name PIONEER as additional insured on such policy and forward a copy of its professional liability insurance certificate to PIONEER prior to execution of this Agreement. CLIENT will give PIONEER prompt written notice of any material change in CLIENT coverage. CLIENT will provide evidence of such insurance to PIONEER upon PIONEER'S request.

Section 3.09 Compliance with Regulatory Standards. In all instances where Personnel are supervised by CLIENT, CLIENT shall be required to document and develop an incident report of any injury, illness, or ailment experienced by Personnel at the CLIENT workplace in accordance with applicable federal, state and local laws, rules and regulations.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.01 Orientation. PIONEER will cooperate with CLIENT to promptly provide Personnel with an orientation to CLIENT. PIONEER shall review instructions regarding confidentiality (including patient and employee), and orient Personnel to the specific Exposure Control Plan of the CLIENT as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the CLIENT's specific policies and procedures provided to PIONEER for such purpose.

Section 4.02 Non-discrimination. Neither PIONEER nor CLIENT will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

Section 4.03 Timesheets. Personnel will comply with Client's timekeeping process. Personnel will obtain Client supervisory approval on a weekly basis for hours worked on assignment.

ARTICLE 5. COMPENSATION

Section 5.01 Rates. PIONEER will supply Personnel under this Agreement at the rates listed in Attachment A.

Section 5.02 Billing. PIONEER will submit invoices to CLIENT every week for Personnel provided to CLIENT during the preceding week. Invoices are to be sent to the following CLIENT address:

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

Section 5.03 Payment. All amounts due to PIONEER are due and payable within thirty (30) days from date of invoice. Pioneer shall offer CLIENT a 2% discount if invoice is paid and delivered to PIONEER within seven (7) days from date of invoice. Discount will only apply if PIONEER receives the funds by check or ACH no later than the seventh (7th) day after the date of invoice. If funds arrive at the Pioneer office or are deposited by ACH after the seventh (7th) day from date of invoice, CLIENT will be responsible for the full 100% total amount of the invoice and will need to send another check or ACH for the remaining 2% that was not paid. CLIENT will send all payments to the following address:

**Pioneer Healthcare Services, LLC
6255 Ferris Square, Suite F
San Diego, CA 92121**

Section 5.04 Late Payment. Invoices not paid within thirty (30) days from issue date will accumulate interest, until paid, at the rate of one and one-half percent (1 & 1/2%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%) or the maximum rate permitted by applicable law, whichever is less.

Section 5.05 Rate Change. PIONEER will give CLIENT at least thirty (30) days advance, written notice of any change in rates.

ARTICLE 6. GENERAL TERMS

Section 6.01 Independent Contractors. PIONEER and CLIENT are independent legal entities. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither PIONEER nor CLIENT nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

Section 6.02 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or more than 51% of the capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

Section 6.03 Indemnification. PIONEER agrees to indemnify and hold harmless CLIENT, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole gross negligent performance of PIONEER, its directors, officers, employees, or agents under this Agreement only. CLIENT agrees to indemnify and hold harmless PIONEER, its directors, officers, shareholders, employees, and agents from and against any and all losses, damages, claims, actions, or liabilities, and expenses connected therewith (including reasonable attorney's fees) which may be asserted against them by third parties arising out of any act or inaction of CLIENT, its directors, officers, employees, or agents under this Agreement.

Section 6.04 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

**Rio School District
2500 E Vineyard Ave
Oxnard, CA 93036**

**Pioneer Healthcare Services, LLC
6255 Ferris Square, Suite F
San Diego, CA 92121**

- Section 6.05 Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- Section 6.06 Entire Agreement; Counterparts.** This Agreement constitutes the entire agreement between CLIENT and PIONEER regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by both parties.
- Section 6.07 Availability of Personnel.** The parties agree that PIONEER's duty to supply Personnel on request of CLIENT is subject to the availability of qualified Personnel. The failure of PIONEER to provide Personnel or the failure of CLIENT to request Personnel results in no penalty to CLIENT or any party claiming by or through it and shall not constitute a breach of this Agreement.
- Section 6.08 Compliance with Laws.** PIONEER and CLIENT agree that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, or local rules and regulations.
- Section 6.09 Severability.** In the event that one or more provisions of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- Section 6.10 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State to be determined at the sole discretion of PIONEER, without regard to its principles of conflict of laws.
- Section 6.11 Confidentiality.** The parties agree to keep the terms and conditions of this Agreement, and any information exchanged or obtained hereunder strictly confidential, and not to disclose such information and materials to any third party, except pursuant to a court order or applicable law, rule or regulation.
- Section 6.12 Limitation of Liability.** Neither PIONEER nor CLIENT will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages. In no event shall PIONEER be liable to CLIENT in an amount that exceeds the fees paid to PIONEER by CLIENT pursuant to the terms of this Agreement.
- Section 6.13 Amendment.** No Amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, discharge or waiver is sought.
- Section 6.14 Legislative Changes.** In the event Medicare, Medicaid or any third party payor, or any other Federal, State or Local law, rules regulations, or interpretations at any time change the method of reimbursement or payment of services under this Agreement, then the parties agree to negotiate in good faith to amend this Agreement. If this Agreement is not amended prior to the effective date of such rule, regulation, or interpretation, this Agreement shall terminate as of such effective date.
- Section 6.15 Arbitration.** All disputes relating to this Agreement shall be resolved exclusively by binding arbitration in accordance with the provisions of the Commercial Arbitration Rules of the American Arbitration Association within 90 days in a location to be determined at the sole discretion of PIONEER. There shall be one arbitrator. If the parties fail to select a mutually acceptable arbitrator within ten days after the demand for arbitration is mailed, a single arbitrator shall be selected in accordance with the Commercial Arbitration Rules.

In all actions, at law or in equity, arising out of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.01 HIPAA Compliance. In instances where PIONEER receives Protected Health Information, herein referred to as "PHI" in connection with the Services provided to CLIENT, PIONEER and CLIENT agree that they shall each:

- 1) Comply with the applicable provisions of the Administrative simplification section of the Health Insurance Portability and Accountability Act of 1986, as codified at 42 U.S.C. §1320d through d-8 ("HIPAA"), and;
- 2) Adhere to all requirements of any regulation promulgated thereunder.
- 3) Not use or further disclose any PHI concerning a patient other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. PIONEER shall implement appropriate safeguards to prevent the use or disclosure of a patient's PHI other than provided for by this Agreement.
- 4) Promptly report any violations, use and/or disclosure of a client/patient's PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

Section 7.02 Breach of Confidentiality. In the event that either party is in breach of any provision(s) of this Article and Section 6.12 of this Agreement, it shall immediately advise the opposite party and take steps to remedy such breach, including, but not limited to protecting against the consequences of any disclosure or use of PHI in violation of this Agreement. Both parties acknowledge that use or disclosure of the PHI, in any manner inconsistent with this Agreement, may result in irreparable and continuing damage and that the party damaged by the disclosure shall have the right to seek legal and equitable relief, including injunctive relief, without the necessity of posting bond or other security necessary to protect against any such breach or threatened breach, including, without limitation, injunctive relief.

(Signatures to follow on the next page)

CLIENT and PIONEER have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

RIO SCHOOL DISTRICT

PIONEER HEALTHCARE SERVICES LLC:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



Statement of Understanding

Pioneer Healthcare Services (PIONEER) is committed to providing the highest standard of service and to the delivery of safe, caring, quality patient care. We support and uphold the Joint Commission's Health Staffing Services Standards and Elements of Performance. PIONEER has thus informed our clients of the following:

Subcontractors – PIONEER will not engage subcontractors to provide assigned employees unless agreed to in advance by the client.

Floating – PIONEER employees may only be placed in assignments that match the job description and clinical skills for which PIONEER assigns them. If an employee is asked to float to another department, the department should be like a department or unit. The floated employee must have demonstrated previous competency, have appropriate certifications or credentials for that department/unit and receive orientation. PIONEER employees should only be floated to areas of comparable clinical acuity.

Competency Review – PIONEER conducts extensive pre-employment screening and clinical assessments of its employees to establish profession competence. The client should cooperate in providing a review or evaluation of each assigned employee based upon the ability to perform the job functions and responsibilities expected by the facility. At a minimum these should be provided upon completion of the first shift worked. The absence of feedback will be assumed that our employee(s) are meeting performance expectations.

Orientation of Employees – PIONEER will provide all new employees with an orientation to PIONEER policies, procedures and practices. It is the responsibility of the client to orient PIONEER employees to the facility, its rules, and to acquaint them with the specific facility policies and procedures where assigned. This includes equipment and the ability to properly, competently use the equipment as well as access and training on the electronic medical record documentation system.

Employees of Independent Contractors – As the provider of staffing services, PIONEER is the employer of assigned employees.

Incident/Error Tracking System – Upon notification of incidents and/or errors, PIONEER shall document and track all incidents, errors, and sentinel events related to the care and services provided within 24 hours. Information is to be shared and reported appropriately to regulatory bodies and the Joint Commission is required

Communicating Occupation Safety Hazards/Events – It is the responsibility of the client to notify PIONEER within 24 hours of any competency issues and/or incidents related to the assigned employee. Client agrees to communicate with PIONEER whenever an accident/injury report related to an assigned employee is completed.

Requirements of Staff Specified – The requirements of staff sent to the client by PIONEER are to be determined by the customer. It is PIONEER's obligation to comply with the client requirements by supplying staff that have the documented competencies and credentials to satisfy the requirements specified by the client in order to deliver safe care to the patients.

Staff Matching Requirements – PIONEER will verify the assigned employee's licensure, certification, education and work experience to assure they are competent and possess the skills and experience that match requirements for the assignment and those of the clients.

Conflict of Interest – PIONEER discourages any conflict of interest as defined by what occurs when an interested person has a financial interest individually or as it relates to a family member which is disclosed as or found to a) impair the individual's objectivity or b) create an unfair competitive advantage for any person or organization other than PIONEER. Conflict of Interest means more than individual bias. There must be a financial interest that could directly affect the work or services of personnel to be considered a conflict. PIONEER reviews and evaluates this on an annual basis

For complaints or concerns, please call Pioneer Healthcare Services at 800-683-1209.

ATTACHMENT A

**PIONEER HEALTHCARE SERVICES LLC
SUPPLEMENTAL STAFFING RATES FOR
RIO SCHOOL DISTRICT**

Charges will be based on the following rate schedule effective as of 08/13/2019:

<u>Position</u>	<u>Bill Rate</u>
Speech Language Pathologist	\$77.00-\$84.00
Speech Language Pathologist Assistant	\$50.00-\$55.00
Occupational Therapist	\$75.00-\$80.00
Certified Occupational Therapy Assistant	\$52.00-\$57.00
Physical Therapist	\$75.00-\$8000
Physical Therapy Assistant	\$52.00-\$57.00

Overtime. Overtime rates are charged for all hours worked in excess of eight (8) hours per day or forty (40) per week or according to applicable state law. Overtime must have CLIENT supervisory approval. The overtime rate is one and one-half (1 1/2) times the regular billing rate for such hours. The overtime rate for hours worked after twelve (12) hours in a given shift is billed as two (2) times the regular billing rate according to the applicable state law.

Holidays. Holiday rates will apply to shifts beginning at 7:00 p.m. the night before the holiday through 11:59 p.m. the night of the holiday. Time and one-half will be charged for the following holidays:

Thanksgiving Day	New Year's Day
Labor Day	Memorial Day
Independence Day	Presidents Day
Martin Luther King Day	Christmas Day
Veterans Day	Columbus Day

CLIENT:

Signature

Printed Name & Title

Date

