

2024-2025
SOUTHERN KERN UNIFIED SCHOOL DISTRICT
2601 Rosamond Blvd., Rosamond, CA 93560 (661) 256-5000

Expulsion Hearings

Wednesday,
April 23, 2025

Meeting Location: 2601 Rosamond Blvd., Rosamond, CA
Closed Session 4:30 PM

Board of Trustees

Mario Gutierrez, President
Robert Vincelette, Vice President
Sunni Hepburn, Clerk
Adrienne Rendon, Member
Justin Wright, Member

Superintendent

Barbara Gaines

SOUTHERN KERN UNIFIED SCHOOL DISTRICT

BOARD OF TRUSTEES

Wednesday, April 23, 2025

Closed Session: 4:30 p.m.

Location: 2601 Rosamond Blvd.,
Conference Room, Rosamond, CA

I. Call to order – (time)

II. **Procedural Issues:** A recording of this meeting is being made and shall be kept for 30 days as a public record (as applicable).

A. **Pledge of Allegiance** led by: _____

B. **Roll Call** – Members Present:

___ Mario Gutierrez, President ___ Robert Vincelette, Vice President ___ Sunni Hepburn, Clerk
___ Adrienne Rendon, Member ___ Justin Wright, Member

C. Approve the agenda

ACTION

MOTION: Gutierrez, Vincelette, Hepburn, Rendon, Wright
VOTE: YEAS ___ NAYS ___ ABSENT ___ ABSTAIN ___

SECOND: Gutierrez, Vincelette, Hepburn, Rendon, Wright

1. Comments from the public pertaining to closed session items:

Members of the public may address the Board on any item within the jurisdiction of the Board by submitting presentation requests to the secretary. Members of the public are strongly urged not to mention personnel by name, and are reminded that they do not have immunity from legal action if personnel are named. The Board may limit each speaker to 3 minutes with a total of 20 minutes per topic. People wishing to speak on items that are on the Board Agenda will be called upon when that item is considered. People wishing to speak on items that are not on the Board agenda will be called upon at this time. Since the Board generally cannot act on items not on the agenda, such items will be referred to the Superintendent for handling.

III. Closed Session: Board Conference Room

MOTION: Gutierrez, Vincelette, Hepburn, Rendon, Wright
VOTE: YEAS ___ NAYS ___ ABSENT ___ ABSTAIN ___ TIME: _____

SECOND: Gutierrez, Vincelette, Hepburn, Rendon, Wright

- A. **Expulsion Hearing for Student #44-24-25**
- B. **Expulsion Hearing for Student #42-24-25**
- C. **Expulsion Hearing for Student #41-24-25**
- D. **Stipulated Expulsion for Student #46-24-25**
- E. **Conference with Labor Negotiator; District Negotiator:** Barbara Gaines, Robert Irving
Employee Organization: California School Employee Association / Rosamond Teacher Association
- F. **Discussion of Student Matters:** Education Code sections 35146 and 48918(c)
- G. **Public Employment: Certain Personnel Matters:** Government Code § 54957.1(a)(5)
Discipline/Dismissal/Employment/Release/Assignment/Reassignment/Complaint

IV. **Reconvene into Open Session at:** _____
TIME

ACTION

MOTION: Gutierrez, Vincelette, Hepburn, Rendon, Wright
VOTE: YEAS ___ NAYS ___ ABSENT ___ ABSTAIN ___ TIME: _____

SECOND: Gutierrez, Vincelette, Hepburn, Rendon, Wright

V. Action determined in closed session:

A. Student Expulsion Hearing #44-24-25 action for consideration of violation of the California Education Code section(s) 48900(a)(2)

and in addition, ___ 48915(b)(1) states: that due to the nature of the violation other means of correction are not feasible or have repeatedly failed to bring about proper conduct,

AND/OR

and in addition, ___ 48915(b)(2) states: that due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

- Board Decision: _____ To not expel student
_____ To not expel the student and allow the student to return to school with conditions.
_____ To expel the student and then suspend the expulsion order with conditions.
_____ To expel the student from all schools and programs of the district.

MOTION: Gutierrez, Vincelette, Hepburn, Rendon, Wright
VOTE: YEAS ___ NAYS ___ ABSENT ___ ABSTAIN ___

SECOND: Gutierrez, Vincelette, Hepburn, Rendon, Wright

B. Student Expulsion Hearing #42-24-25 action for consideration of violation of the California Education Code section(s) 48900(a)(2), 48900 (k)

and in addition, ___ 48915(b)(1) states: that due to the nature of the violation other means of correction are not feasible or have repeatedly failed to bring about proper conduct,

AND/OR

and in addition, ___ 48915(b)(2) states: that due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

- Board Decision: _____ To not expel student
_____ To not expel the student and allow the student to return to school with conditions.
_____ To expel the student and then suspend the expulsion order with conditions.
_____ To expel the student from all schools and programs of the district.

MOTION: Gutierrez, Vincelette, Hepburn, Rendon, Wright
VOTE: YEAS ___ NAYS ___ ABSENT ___ ABSTAIN ___

SECOND: Gutierrez, Vincelette, Hepburn, Rendon, Wright

C. Student Expulsion Hearing #41-24-25 action for consideration of violation of the California Education Code section(s) 48900(a)(2), 48900(k)

and in addition, ___ 48915(b)(1) states: that due to the nature of the violation other means of correction are not feasible or have repeatedly failed to bring about proper conduct,

AND/OR

and in addition, ___ 48915(b)(2) states: that due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

- Board Decision: _____ To not expel student
_____ To not expel the student and allow the student to return to school with conditions.
_____ To expel the student and then suspend the expulsion order with conditions.
_____ To expel the student from all schools and programs of the district.

MOTION: Gutierrez, Vincelette, Hepburn, Rendon, Wright
VOTE: YEAS ___ NAYS ___ ABSENT ___ ABSTAIN ___

SECOND: Gutierrez, Vincelette, Hepburn, Rendon, Wright

V. Action determined in closed session (Continued):

D. Stipulated Expulsion for Student #46-24-25 ACTION

- Approve
- Deny

MOTION: Gutierrez, Vincelette, Hepburn, Rendon, Wright
 VOTE: YEAS ___ NAYS ___ ABSENT ___ ABSTAIN ___

SECOND: Gutierrez, Vincelette, Hepburn, Rendon, Wright

VI. Consent Item A-C

ACTION

- A. Approve 3K Building Services, Inc. WES Pre-K – TK 2025 03-124516 – \$202,084
- B. Approve Antelope Valley Van & Storage – Not to Exceed \$50,000
- C. Approve Kinetic Lighting, Inc. Equipment Upgrade RHECC Drama – \$102,828.64

MOTION: Gutierrez, Vincelette, Hepburn, Rendon, Wright
 VOTE: YEAS ___ NAYS ___ ABSENT ___ ABSTAIN ___

SECOND: Gutierrez, Vincelette, Hepburn, Rendon, Wright

VII. General

A. Approval of Award of Contract to Coast Construction Group to Replace Electrical Switchgear at the Old Rosamond Elementary School Campus (FM#30000.0175) in the amount of \$199,874.95 – Gaines ACTION

MOTION: Gutierrez, Vincelette, Hepburn, Rendon, Wright
 VOTE: YEAS ___ NAYS ___ ABSENT ___ ABSTAIN ___

SECOND: Gutierrez, Vincelette, Hepburn, Rendon, Wright

B. First Reading and Review of Board Policies September 2023 – Gaines INFORMATIONAL

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
BP 1160	Political Processes		
BP 1330	Use of School Facilities	OPTION 1: <input checked="" type="checkbox"/> Direct Costs OPTION 2: <input type="checkbox"/> OPTION 3: <input type="checkbox"/>	
AR 1330	Use of School Facilities		
E(1) 1330	Use of School Facilities	Delete EXHIBIT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
AR 3311	Bids		
AR 3311.3	Design-Build Contracts		
BP 3312	Contracts	OPTION 1: <input checked="" type="checkbox"/> Annual Public Hearing OPTION 2: <input type="checkbox"/>	
BP 3460	Financial Reports and Accountability		
BP 3551	Food Service Operations Cafeteria Fund	OPTION 1: <input type="checkbox"/> OPTION 2: <input checked="" type="checkbox"/>	
AR 3551	Food Service Operations Cafeteria Fund		
BP 4151	Employee Compensation		
BP 4251	Employee Compensation		
BP 4351	Employee Compensation		
AR 4217.3	Layoff/Rehire	OPTION 1: <input type="checkbox"/> OPTION 2: <input checked="" type="checkbox"/> Agreement with CSEA	
BP 5131.9	Academic Honesty		
BP 6154	Homework/Makeup Work		

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
BP 6162.5	Student Assessment		
AR 7140	Architectural and Engineering Services		
BB 9124	Attorney		

VIII. Adjournment

ACTION

MOTION: Gutierrez, Vincelette, Hepburn, Rendon, Wright
 VOTE: YEAS ___ NAYS ___ ABSENT ___ ABSTAIN ___ TIME: _____

SECOND: Gutierrez, Vincelette, Hepburn, Rendon, Wright



Southern Kern Unified School District

2601 Rosamond Blvd.
Rosamond, CA 93560

Proposal/Estimate Cover Sheet

Vendor/Contractor Name or Event Name	Date Received	Board Date
3K Building Services, Inc	4/15/2025	4/23/2025

Proposal Title/Name	Effective Dates	Final Contract to Superintendent's Secretary By:
Proposal for Project Inspection Services for Westpark Pre-K/TK 2025 03-124516	From 4/24/2025	4/15/2025
	Until Completed	

Description
This proposal is for Project Inspection Services for the Westpark Pre-K/TK project.

Renewal Clause	Automatic Renewal
No	NO

Payment Terms:	Termination Clause	Budgeted Item
	60 day written notice	N/A

Fixed/Startup Costs	N/A	Total Cost (not to exceed)	\$202,084.00
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Budget String/Comments
Business Services

Overview

- Agreement is for more than one School Fiscal Year
- Clearly States Fees and Hourly Rates
- Allows Early Termination
- Mutual Indemnity Clause
- Governed in Accordance with Laws of California and Department of Education
- Arbitration Clause
- Two copies already signed by vendor

<input checked="" type="checkbox"/> Initial Review Complete	Signature Robert Irving	Date 4/15/2025
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<input type="checkbox"/> Purchase Order Prepared	Signature	Date
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<input checked="" type="checkbox"/> Ready for Board Agenda	Signature Camie Davies	Date 4/15/2025
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January 03, 2025

Superintendent Barbara Gaines
Southern Kern Unified School District
3082 Glendower Street,
Rosamond, CA 93560

**Proposal for Project Inspection Services for
Westpark Pre-K_TK_2025 03-124516**

RE: DSA Inspection

Dear Ms. Gaines:

We would like to submit to you the following price proposal for DSA inspection services of the **Westpark Pre-K_TK_2025 03-124516**. Due to the nature of the work as noted in the plans we believe that the work as noted can be inspected effectively by our team in the area without the need for a full time DSA inspector. We believe that DSA will agree with our assessment and therefore provide the District with a substantial savings in the inspection cost of the project. Therefore, we would like to propose the following:

Project Duration Estimate:	395 calendar days
Full time Inspection Hours:	2,584 hours
Total Cost (Full Time)	\$ 253,232.00
Reduction for Part Time (pending DSA approval)	(\$ 63,308.00)
ARAnchor Documentation	\$ 12,160.00
Fixed Price Proposal Total	\$ 202,084.00 (billed in 15 equal payments)

Our services include only the DSA Project Inspection (PI) services noted on the attached DSA103 form. All Laboratory of Record (LOR), Special Inspection (SI), or Geological Engineering (GE) services noted and not included in the estimate. Any schedule over run less than 45 days included, billed hourly beyond 45 days.

Thank you very much for your consideration and please let me know if you have any questions or concerns.

Sincerely,
Khurt A. Geisse
President,
3K Building Services, Inc.

INDEPENDENT CONTRACTOR SERVICES PROPOSAL

This Independent Contractor Services Agreement is made and entered into effective **January 03, 2025** (the "Effective Date") by and between the Southern Kern Unified School District ("District") and 3K Building Services, Inc. ("Contractor").

Contractor Services. Contractor agrees to provide the following services: On-site inspection services for the Construction **Westpark Pre-K_TK_2025 03-124516**.

1. Duties Include but not limited to:

The project inspector shall perform specific duties in accordance with Title 24, Part 1 (Sections 4-333, and 4-342). The project inspector acts under the direction of the design professional in general responsible charge. The project inspector does not have the authority under to direct the contractor in the execution of the work, nor to stop the work of construction.

Represent the District under the direction of the District's designee.

Attend pre-bid planning and pre-construction conference, job meetings, special meetings, etc. as may be required or requested by the District.

2. Contractor Qualifications. Contractor represents that he has in effect all licenses, credentials, permits and has otherwise all legal qualifications to perform this Agreement.
3. Term. This Agreement shall begin on **January 03, 2025** , and shall terminate upon completion of the scope of work. There shall be no extension of the term of the agreement without express written consent from all parties. Thirty-day (30) written notice by the District Superintendent or designee shall be sufficient to stop further performance of services by Contractor. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

Four-hour daily minimum at show up, over four billed as 8 hours.

Overtime Pre-Approved by the District's Construction Manager or Designee.

Work in excess of 8 hours daily at 2-hour minimum, time and one half to 10 hours, 10 plus hours double time at 2 hours minimum.

Saturdays and Sundays 4-hour minimum at time and one-half.

Evenings after 6:00 PM at 4-hour minimum at time and one-half. National holidays at double time 8hour minimum.

Travel: Additional expenses over 70 miles one way will be negotiated. Mileage to be paid at the current IRS rate as it may change from time to time.

Reimbursable charges must be pre-approved by the District and shall be billed to the District at cost plus 10%. (See "Exhibit A" for more information)

5. California Residency. Contractor is a resident of the State of California.
6. Indemnity. The Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, members of the Board of Trustees, from and against claims, damages, losses, and expenses (including, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from: performance of the contract (including, but not limited to) the Contractor's use of the site; the Contractor's completion of the duties under the contract; injury to or death of persons or damage to property damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, for any act, omission, negligence, or willful misconduct of the Contractor or their respective agents, employees, invitees, or licensees.
7. Insurance. Inspector shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage, and the amount of automobile liability insurance shall be \$1,000,000.00 per accident for bodily injury and property damage combined single limit.
8. Independent Contractor Status. While engaged in carrying out the terms and conditions of the Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
9. Worker's Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.
10. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.
11. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent on the District.
12. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.

13. Severability: If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
14. Amendments. The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate court in Los Angeles County, California.
16. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the Contractor, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.
17. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.
18. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
19. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
20. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

ARAnchor

1. Grant of Permission

The Owner hereby grants the Company permission to access, collect, and gather construction-related documents, including but not limited to blueprints, building permits, inspection reports, plans, drawings, specifications, contracts, and any other construction-related documentation relevant to the Project.

2. Scope of Documentation

The Company shall collect the following types of documentation:

- Orthomosaic Maps
- Photographs, video, 3D Renders.

4. Confidentiality

The Company agrees to treat all documentation gathered as confidential and will not disclose such documentation to third parties without prior written consent from the Owner, except as required by law or for purposes directly related to the Project. The Company shall implement reasonable measures to protect the confidentiality of the Owner's documents.

5. Use of Documentation

The Company agrees to use the documentation only for purposes related to the Project, including but not limited to:

- Distribution to construction of design personnel
- Promotion of ARAnchor services.
- The Company will retain the collected documentation for a period of 2 years in the event that the Owner does not wish to continue the ARAnchor service. After 2 years the Company shall archive or delete the information at the Companies discretion.
- The Company will not use the documentation for any other purpose without prior written consent from the Owner.

6. Duration of Agreement

This Agreement shall remain in effect until the completion of the documentation gathering process or until terminated by either party with [10] days' notice in writing.

7. Ownership of Documentation

- The Owner retains full ownership of all drawings, reports, and other materials not gathered through the ARAnchor mobile Application. The Company shall not claim any ownership rights over the documents, except for usage as expressly permitted in this Agreement.
- If the owner does not

8. Indemnification

The Owner agrees to indemnify and hold harmless the Company from any claims, damages, or liabilities arising from the accuracy, completeness, or legality of the construction documentation provided by the Owner. The Company shall indemnify the Owner against any claims or damages arising from the misuse of the documentation by the Company.

9. Liability and Disclaimer

The Company makes no warranty or guarantee regarding the completeness, accuracy, or suitability of the construction documentation for any specific purpose. The Company shall not be liable for any errors, omissions, or discrepancies in the collected documentation.

10. Dispute Resolution

Any disputes arising out of or relating to this Agreement shall be resolved through [arbitration/mediation] in accordance with the rules of [Arbitration Institution], and the location of the proceedings shall be [City, State].

11. Miscellaneous

- This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or communications, whether written or oral.
- This Agreement may not be amended or modified except by a written agreement signed by both parties.
- If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

11. Payment

The owner agrees to pay 3K Building Services, Inc. \$ 3,392.00 for the documentation of work with ARAnchor.com,

- ARAnchor will be available at no cost to the owner for 6 month after the construction project has been completed.
- After the above 6 month period has ended the owner shall be required to purchase an Enterprise Account as described on ARAnchor.com to obtain access to the the collected materials.

District:
3082 Glendower Street,
Rosamond, CA 93560

Contractor:
27942 Mariposa St.
Valencia. CA 91355

Submitted By:

Khurt Geisse

Digitally signed by Khurt Geisse
DN: C=US, E=3kmanager@gmail.com, O="3K Building
Services, Inc.", OU="Owner", CN="Khurt Geisse"
Date: 2025.03.14 22:18:59-07'00'

President, 3K Building Services, Inc.

3/14/2025

Khurt A. Geisse,

Title:

Date:

Accepted By:

Name:

Title:

Date:

Exhibit "A": Fee Schedule Hourly Option

Project Inspector Classifications	Hourly Rates
DSA Certified Inspector	\$ 98.00 / hr



Southern Kern Unified School District

2601 Rosamond Blvd.
Rosamond, CA 93560

Proposal/Estimate Cover Sheet

Vendor/Contractor Name or Event Name	Date Received	Board Date
Antelope Valley Van & Storage	4/15/2025	4/23/2025

Proposal Title/Name	Effective Dates	Final Contract to Superintendent's Secretary By:
Proposal # SKUSD-MVR-001	From 4/9/2025	4/15/2025
	Until Completed	

Description
This proposal is for packing, storage and moving support services to re-locate classroom furniture, equipment and supplies prior to Westpark construction of Pre-K/TK.

Renewal Clause	Automatic Renewal
No	NO

Payment Terms:	Termination Clause	Budgeted Item
	60 day written notice	N/A

Fixed/Startup Costs	Total Cost (not to exceed)	
N/A	\$50,000.00	

Budget String/Comments
Business Services

Overview

- Agreement is for more than one School Fiscal Year
- Clearly States Fees and Hourly Rates
- Allows Early Termination
- Mutual Indemnity Clause
- Governed in Accordance with Laws of California and Department of Education
- Arbitration Clause
- Two copies already signed by vendor

<input checked="" type="checkbox"/>	Initial Review Complete	Signature		Date
		Robert Irving		4/15/2025

<input type="checkbox"/>	Purchase Order Prepared	Signature		Date

<input checked="" type="checkbox"/>	Ready for Board Agenda	Signature		Date
		Camie Davies		4/15/2025



Agent

Antelope Valley Van & Storage
602 East Avenue 'R'
Palmdale, Ca. 93550
(661) 947-4121

SKUSD-MVR-001

03/25/2025

Let me introduce our company. We are Antelope Valley Van & Storage, a Bekins Van Line Agent located in Palmdale Ca., since 1955. We are family owned and operated and have been moving the Valley and surrounding areas for over 60 years. Our team of local residents are trained, tested, and background checked to ensure compliance with the industry and safety of our customers.

Our warehouses served as the Valley's cold food storage and ice plant prior to residents having refrigerators in the late 20's to early 50's. Given the construction of the facility, our warehouses serve as excellent climate-controlled storage for household goods year-around.

We are government and military approved for all moving and storage services. We have provided moving services for Edwards Air Force Base since the inception of our company. On a corporate contract level, we have provided contract services for Lockheed Martin, AV Medical Center, Palmdale Regional hospital, Keppel Union School District and Palmdale Aerospace Academy. Contracts consist of completing services such as large-scale departmental moves, classroom moves, equipment, machinery, and airplane parts. Given our years of experience, we have accrued a significant amount of equipment as a resource to accommodate a wide variety of move types and dynamics.

As we all have seen the valley grow through the years, key objectives hold true. Client satisfaction is paramount as well as maintaining a strong emphasis on community and relationships. Moving and Storage is our expertise, whether you are moving down the street, across country or around the globe, we can relocate or store your belongings with ease. Thank You, and we look forward to assisting you with all your moving and storage needs.

Date: 4-9-25
Name: Lynn Schaefer
Title: VP



Section 6 – PROPOSAL FORM

Date 3-26-25

Proposal of Southern Kern Unified School District Moving & Storage Services

[Name]

A corporation organized and existing under the laws of the State of California; a partnership consisting of Two 50/50 Owners; an individual trading as

Antelope Valley Van & Storage
[Name]

To: SOUTHERN KERN UNIFIED SCHOOL DISTRICT ("School")

- In compliance with your Request for Proposal No. SKUSD-MVR-001, the undersigned hereby offers to furnish the services designated in the RFP, in strict accordance with the RFP, upon written notice of acceptance of this Proposal at any time within thirty (30) days after the date of opening of the Proposals, and to execute the Contract in accordance with the Proposal as accepted within five (5) days after the Contract is presented for signature.

- The undersigned Proposer hereby acknowledges receipt of the following Addenda, if any:

Addendum No.	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- The undersigned Proposer understands that the Southern Kern Unified School District reserves the right to reject any or all Proposals or to waive any formality or technicality, as determined by the School District in its sole discretion, in any Proposal in the interest of the Southern Kern Unified School District.
- The undersigned Proposer hereby certifies and affirms that this Proposal is genuine and not a sham or collusive, nor made in the interest or behalf of any person not herein named, and that the undersigned Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer.
- The undersigned certifies that to the best of his/her knowledge: **(check only one)**
 There is no officer or employee of Southern Kern Unified School District, who has, or would have, or whose relative has, or would have, a substantial interest in any contract resulting from this request.
 The names of any and all public officers or employees of Southern Kern Unified School District who have, or would have, or whose relative has, or would have, a substantial interest



in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this Proposal.

Four horizontal lines for providing details on substantial interest.

6. The Proposer certifies, to the best of its knowledge and belief, that:

(i) **The Proposer and/or any of its Principals or Owners:**

A. (check one) are or are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any governmental agency.

B. (check one) have or have not , within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes, rules or regulations relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion; or receiving stolen property; and

C. (check one) are or are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any other of the offenses enumerated in paragraph (i)(B) of this provision.

(ii) The Proposer (check one) has or has not , within a three year period preceding this offer, had one or more contracts terminated for default by any governmental agency.

“Principals,” for the purposes of this Proposal, means officers, directors, owners, partners and persons having primary or substantial management or supervisory responsibilities within a business entity.

7. The certifications in paragraphs 4, 5, and 6 of this Proposal are material representations of fact upon which reliance will be placed when making an award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Southern Kern Unified School District, the Southern Kern Unified School District may terminate the contract resulting from this solicitation for default.

Antelope Valley Van & Storage
(Official Name of Firm)
Tyson Schaefer
(Print Name)
602 E. Ave. R. Palmdale, CA 93550
(Complete Business Address)
95-1572474
(federal Taxpayer ID Number)

Tyson Schaefer
(Signature)
VP
(Title)
avvsmoving@gmail.com
(Email Address)

SEAL – If Bidder is a Corporation



Section 7 – AGREEMENT

AGREEMENT BETWEEN SOUTHERN KERN UNIFIED SCHOOL DISTRICT AND ANTELOPE VALLEY VAN & STORAGE

This Agreement made and entered into on the 9TH day of APRIL, 2025, by and between Southern Kern Unified School District hereinafter referred to as "District" or "School" and hereafter referred to as the "Vendor."

The District and the Vendor agree as follows:

FIRST: The Vendor agrees to perform the professional, technical, and/or management services hereinafter set forth when, and as assigned by the District, and

SECOND: The District agrees to pay the vendor a fee, together with such other payments and reimbursements as are hereinafter provided.

THIRD: The initial contract issued shall be a **NOT TO EXCEED Time & Material amount of \$50,000.00**. This Contract amount may be modified as determined necessary by the Owner.

ARTICLE 1: VENDOR'S SERVICES

The Vendor agrees to provide professional services and consultation to assist the District in Moving and Storage Services as outlined in the scope of work covered in Attachment A of this Agreement which is hereby referenced and incorporated as an integral part of this Agreement. All work performed under the Agreement must have prior approval of the District.

ARTICLE 2: FEE STRUCTURE

The fee structure for the work conducted under this Agreement will be in accordance with Attachment B of this Agreement which is hereby referenced and incorporated as an integral part of this Agreement.

ARTICLE 3: METHOD OF PAYMENT

Payments to the Vendor will be made monthly upon the presentation and approval of the Vendor's invoice. Each such invoice shall be documented in such detail and demonstrate such progress on each portion of the work as the District may reasonably require.

ARTICLE 4: INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, directors, officials, and employees, from and against all claims, damages, losses, and expenses (including, but not limited to, attorneys' fees, court costs and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Vendor, its employees, agents or any tier of subcontractors in the performance of the Agreement. Vendor's duty to defend, hold harmless, and indemnify the District, its agents, representatives, officers, directors, officials, and employees, shall arise in connection with any claim, damage, loss, or expense that is attributable



to bodily injury, sickness, disease, death or injury to, impairment or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of the Agreement, including any employee of the Vendor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Vendor be legally liable.

ARTICLE 5: EMPLOYEE RELATIONSHIP

The Vendor is an independent contractor and is not an employee, partner, legal representative, Joint Venturer or agent of the District. The District is not an employee, partner, legal representative, Joint Venturer or agent of the Vendor.

ARTICLE 6: CANCELLATION

This Agreement may be canceled at any time, with or without cause, by the District giving seven (7) day's written notice to the Vendor. In the event of such cancellation, the Vendor shall be paid for authorized services provided prior to the effective date of termination. In ascertaining the services actually rendered hereunder up to the date of the termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete reports and other documents whether delivered to the District or in the possession of the Vendor.

ARTICLE 7: OWNERSHIP OF DRAWINGS OR REPORTS

Services as represented on drawings, reports, memoranda, notes and drafts are the property of the District whether the work is completed or not and may be used by them in any fashion they see fit. Notwithstanding the foregoing, however, the Vendor reserves the right to use any studies, analyses or data prepared or collected during the course of this work for other purposes as seen fit, provided, however, that no such use shall allow the District to be identified without the consent of the District.

ARTICLE 8: PERSONAL SERVICES

It is agreed that the District is relying on the personal services of the Vendor and upon their technical ability and professional integrity. Such reliance is one of the chief considerations for the execution of this Agreement by the District. It is further understood and agreed that the Vendor shall not assign, sublet nor transfer his duties under this Agreement, nor shall this Agreement be assignable or transferable by operation of law or otherwise without the written consent of the District.

ARTICLE 9: CONFLICT OF INTEREST

The Vendor agrees to perform services exclusively for the District under this agreement, and expressly agrees not to undertake any conflicting duties to others, with or without compensation, which could in any way compromise that responsibility. The Vendor shall not disclose to others any confidential information gained from this relationship without the prior, written permission from the District, and the Vendor shall not seek to use their position, the information gained thereby, nor any other aspect of the project or relationship with others involved in it, for personal gain or other remuneration or benefit, beyond the compensation provided for herein.



ARTICLE 10: TERM OF AGREEMENT

The terms of the agreement shall be from date of award until the finish of the scoped work as identified in Attachment A.

ARTICLE 11: GOVERNING LAW

This Agreement is made in the State of California and shall be subject to and governed by the laws of the State of California. All questions concerning the validity, construction, and administration of the Agreement shall be determined under California law.

ARTICLE 12: SEVERABILITY

This Agreement shall be severable and to the extent that any part of the Agreement is unenforceable for any reason whatsoever, the remaining parts of this Agreement shall remain in full force and effect.

ARTICLE 13: NOTICES

All notices to either party shall be deemed to have been provided by depositing the same, postage prepaid, with the United States Postal Service, addressed as follows:

District Representative: Mr. Robert Irving
Southern Kern Unified School District
2601 Rosamond Boulevard
Rosamond, California 93560

Vendor Representative: **TYSON SCHAFER**
ANTELOPE VALLEY VAN & STORAGE
602 E. AVENUE R
PALMDALE, CA 93550

ARTICLE 14: ARBITRATION

If the parties are unable to resolve any disputes arising under the Agreement, those disputes shall be resolved through arbitration in accordance with California Public Contract Code Section 20104, et seq. Only claims as to which timely notice was given, and which were identified by Contractor and listed as “unresolved” in connection with Contractor’s request for final payment, may be pursued. All other Contractor claims are deemed waived.

ARTICLE 15: NON-DISCRIMINATION

The parties agree to comply with California law prohibiting discrimination in employment by government contractors, to the extent applicable with this Agreement, along with other applicable non-discrimination laws and regulations.



ARTICLE 16: LACK OF SUFFICIENT FUNDING

This Agreement may be cancelled without any further obligation on the part of the District in the event that sufficient appropriated funding is unavailable to assure full performance of the Agreement terms. Vendor shall be notified in writing of any such non-appropriation at the earliest opportunity.

ARTICLE 17: INSURANCE

Vendor shall furnish insurance as required by Attachment C hereto, which is incorporated herein by this reference as though fully set forth herein.

ARTICLE 18. ADDITIONAL TERMS AND CONDITIONS

The parties shall comply with the Terms and Conditions attached hereto as Attachment D, which are incorporated herein by this reference as though fully set forth herein.

ARTICLE 19: CERTIFICATION

By signature below, the Vendor certifies that it is not involved in collusion or other anti-competitive practices. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. Vendor certifies that no employee of the District, or District employee relative, has a substantial interest in any agreement subsequent to this document. Vendor also certifies it is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any governmental agency.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto caused the same to be executed at Rosamond, California the day and year first above written.

Southern Kern Unified School District

By: _____

Title: _____

Vendor:

By: *Leslie Schaefer*
Title: VP

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ANTELOPE VALLEY REFRIGERATING CO.		
	2 Business name/disregarded entity name, if different from above ANTELOPE VALLEY VAN & STORAGE		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. 602 EAST AVE R		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
6 City, state, and ZIP code PALMDALE, CA. 93550	7 List account number(s) here (optional)		Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
9	5	-	1	5	7	2	4	7	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 4-9-25
------------------	----------------------------	----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



Attachment A – SCOPE OF SERVICES

The Scope of Service requested under this agreement includes but is not limited to as needed Moving, Packing, and Storage support services for:

Project Location: Westpark Elementary School, 3600 Imperial Ave, Rosamond, CA 93560.

ORIGINAL

BEKINS®

THIS IS MOVING.

ANTELOPE VALLEY VAN & STORAGE

602 EAST AVE. R.

PALMDALE, CA 93550

(661)947-4121

avvsmoving@gmail.com

SKUSD MOVING AND STORAGE SERVICES

SKUSD-MVR-001

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Qualifications

- A. Antelope Valley Van and Storage (AVVS) is a provider of moving and storage services in the valley for over 60 years. We serve civilian, military and government employees and are licensed, bonded, and insured required by state and federal regulations. We specialize in packing, prepping, and loading items for safe travel from location to location or to storage. We have 40,000 sq./ft. of warehouse space consisting of the following storage elements: vaulted, rack, compartment, and open space. Our fleet consists of two tractors, three box trucks (2 with lift gates), one 27' flatbed truck, two 48' trailers, one 53' trailer, one 48' flatbed, and a pack van. We carry a large volume of standard moving equipment, cartons/material on-hand, additional material/equipment can be procured within the week.

We are a Transportation Service Provider for Edwards Air Force Base and the military in general. Our military contract is currently active and has been since inception many years ago. Being involved in military contracting, not only do we specialize in the core competencies of moving and storage, we are competent in the transportation of household goods and commodities Internationally. Our warehouses are inspected annually to ensure compliance with military and government regulations.

Given the changing business environment and the growth of our valley we have specialized in moving/storage services for hotels, restaurant chains and schools. This has made our team highly dynamic and specialized for commercial moving needs. Our team is familiar with the wide arrange of contents for mentioned venues as well as the procedure to move safely and efficiently.

B. Corporate Organizational Chart:

Employee Name:	Position:	Experience:	Education:
Michael Schafer Jr.	Owner	30 years	Bachelor Degree Business
Tyson Schafer	Owner	25 years	Bachelor Degree Business
Joseph Tuminaro	Operations Manager	40 years	Bachelor Degree Business
Tammy Salyer	Secretary	10 years	GED
Roger Elliott	Driver/Mover	35 years	GED
George Patton	Driver/Mover	25 years	GED
Patrick Elliott	Mover/Driver	18 years	GED
Oree Taylor	Mover/Driver	30 years	GED
Bennie Wheatt	Mover/Driver	25 years	GED

Owners/Managers will fill Superintendent Positions

- C. AVVS has served the valley for 65 years.
- D. Please see (section A.) above.
- E. Joe and Tammy in (section B.) will provide administrative duties (planning, scheduling, and billing). The owners/managers in (section B.) Tyson and Michael will serve as “Point of Contact” as well as superintendents for various projects. Owners/Managers will also complete sight walk-throughs for large scale moves. Michael and Tyson are available on-site as needed to assist supervisors/movers in direction, productivity and maintain flow throughout the move process. The staff displayed in the Organizational Chart have years’ experience within the industry and are all familiar with projects listed in this proposal. Given the proximity of our location to designated schools and the district, management will be able to assist in any way necessary, efficiently and effectively.
- F. Our approach will meet the requirements stated in the scope of work as desired by the district. Standard methodology will be utilized in correlation with the industry and as stated within the scope of work.
- G. See (Section B)
- H. The structure of the project will be based on move size and the number of movers needed to complete the move within the timeframe desired by the district. It is essential enough time is allocated for scheduling on large scale moves as well as standard internal moves. Generally, schools move during the summer months while students are on break. This is also the busiest time for the moving industry. Specifically, for large-scale moves desired to be completed in a short time-frame, significant amount of equipment and manpower is needed. 07-14-day notice on standard moves and no less than 30-day notice on large-scale moves would be greatly appreciated. Our goal is to provide the highest level of service to the district and accompanying schools.
- I. Please see attached cost schedule for Regular Unit Pricing.

Responses

Scope of Work

1. **Packaging and Transit:** AVVS will provide all necessary packing/inventorying/labeling services as requested by the district adhering to the conditions set forth in the scope of work. Loading and transit will be performed in the manner as requested within. Movers will be provided with necessary tools to disassemble and reassemble as needed for standard furnishings.

2. **Storage:** All storage conditions within the scope can be met with reason. AVVS has a large storage facility on-site and would prefer to store High Value and standard items within. Stored items will be documented as required by the scope and locations will be documented within our warehouse system. The combination of our size and the utilization of on-site leased storage containers should be sufficient for District needs. Assistance may be needed in an extraordinary event where an entire school or truck loads of new furniture may need to be stored. AVVS will do its best to assist the District with Storage needs.
3. **Move In:** All move-in services stated with the scope of work can be completed as requested.
4. **Additional Services:** All additional Services elements stated within the scope of work can be completed as requested. All documentation necessary will be completed and provided to the district. In the event of an emergency, AVVS will assist the district to the best ability possible within the guidelines of the scope of work.

Project Specifications

1. **Locations:** AVVS can accommodate all school locations within the scope of work including deliveries to and from storage.
2. **Furniture, Materials and Equipment, Records:** AVVS is familiar with all furniture declared in this section used and new. All documentation can be provided as requested. Given our experience with previous projects, we are familiar with various departments such as: Admin., Library, Theatre, Band, Science Labs, Cafeteria, Gym and Janitorial.
3. **Special Equipment:** AVVS is familiar with special equipment and leased equipment. Having working knowledge of such equipment, we will request permission unless given prior approval to move.
4. **Warrantied Furniture and Equipment:** AVVS has no issue with vendor warrantied equipment. Approval from owner and vendor must be provided prior to moving such equipment.
5. **Protection of Property:** AVVS strives to protect furniture and the surrounding environment. Industry standard pads will be used to protect furniture when needed as well as equipment to protect the surrounding environment.

AVVS trucks and vehicles comply with industry standards. The standard level of valuation of .60/lb./article will be included in the hourly rate for transportation as required by the California Public Utilities Commission. High value valuation can be purchased for transportation and storage via the cost schedule.

6. **Storage:** All AVVS warehouse are licensed bonded and insured. We can accommodate high value items within our facility and can take additional security measures as requested. High value valuation rates for storage are located on the cost schedule.

Upon approval by Districts representative, trailer is available on-site. Trailers and box trucks are locked and kept in a barbwire gated/locked yard. Certain trailer and box truck can be place inside of our warehouse secured by door sensors and motion sensors.

If on-site leased containers are needed and approved, AVVS accepts the conditions in this section.

- 7. Safety:** AVVS values the safety of our employees and everyone in the work environment. All necessary precautions will be taken to maintain that level of safety.

AVVS will adhere to requests made by the district to ensure bystander safety with regards to heavy equipment. Company policy requires drivers to have a spotter behind the vehicle while backing to ensure safety behind the vehicle.

AVVS company policy requires employees to wear company apparel with logos on shirts and hats.

Dedicated/ designated managers will serve as superintendents to the program and will be available on-site as needed. Supervisors/drivers will always be utilized for all projects.

AVVS agrees of the safety of everyone involved, especially the children. AVVS agrees to the conditions having lead personnel fingerprinted and authorized. AVVS employees are drug tested and background checked, additionally, AVVS has a drug-free workplace policy in force.

AVVS drivers will adhere to designated lanes/areas for vehicles. If uncertainty arises, supervisors/drivers will request permission prior to use from District Representative.

- 8. Utilization:** AVVS understands services will be requested on an "as needed basis." Project size and scope will vary based on District needs.

- 9. Communication and Authorization:** AVVS will work with the district representative for various projects throughout the move process.

Owners/Managers will complete pre-move site walkthrough with District representative prior to move services.

- 10. Industrial Powered Trucks and Forklifts:** AVVS accepts the conditions of this topic. Equipment rental rates are in the cost schedule.

11. Community Workforce Agreement: N/A

12. Experience: Please see refer to Executive Summary and Qualification (section A.).

13. References:

Sean Cook (Director of Operations)
Keppel Union School District
34004 128th St E,
Pearblossom, CA 93553
Phone: 661-944-2155

Michael Melo
Antelope Valley Medical Center
1600 W Ave J, Lancaster, CA 93534
Lancaster, CA 93534
Michael.Mello@avmc.org

Mark Juarez
Building and Facilities Supervisor
Palmdale Aerospace Academy
38060 20th Street East
Palmdale, CA
Phone: 661-273-3680 x 630
mfjuarez@tpaa.org

Jason Johnston
Mercy Air
165 S. Leeland Norton Way
San Bernardino, CA
909-851-5292
Jason.johnston@airmethods.com

Exceptions Requested

Some modular furniture and partitions are unique to the manufacturer and special tools/knowledge may be required. In this given situation, AVVS will not be responsible for assembly and disassembly.



ATTACHMENT B – COST PROPOSAL

Note: All costs are included in the fees for services proposed, there will be no additional expenses billed to the District for any reason. Attached to this form is an added cost breakdown for various storage options, special equipment usage, and other % overhead costs to be levied against all work.

COST PROPOSAL MUST BE SUBMITTED ON THIS FORM

<u>Description</u>	<u>Cost</u>
Hourly Rate of 1 Box Truck and 1 Driver / Mover	\$ <u>120.00 O/T \$155.00</u>
Hourly Rate for 1 Mover	\$ <u>110.00 O/T \$140.00</u>
Hourly Rate for 1 Local Union Laborer	\$ <u>N/A</u>
Hourly rate for 1 tractor plus trailer (53 ft.) and 1 driver/mover	\$ <u>130.00 O/T \$165.00</u>
Hourly rate for 1 supervisor	\$ <u>125.00</u>
Hourly rate for travel time itemized separately	\$ <u>N/A</u>
Mileage rate itemized separately (Dollars per Mile)	\$ <u>N/A</u>
Overnight charges per night	\$ <u>N/A</u>
Fuel surcharge (Flat Rate or per Mile)	\$ <u>N/A</u>
Moving box, 1.5 cubic foot	\$ <u>2.15</u>
Moving box, 2 cubic foot	\$ <u>N/A</u>
Moving box, 3 cubic foot	\$ <u>3.15</u>
Moving box, 4 cubic foot	\$ <u>4.35</u>
4 Wheel Dollies	\$ <u>3.50 EACH PER WEEK</u>
Panel Cart	\$ <u>5.00 EACH PER WEEK</u>
Speed Pack	\$ <u>25.00 PER CARTON</u>
Plastic Stretch Wrap	\$ <u>30.00 PER ROLL</u>
Forklift (Daily Rate)	\$ <u>850.00 PER DAY</u>
Temporary Storage Fees (specify square feet and/or time)	\$ <u>70.00 PER VAULT</u> \$ <u>1.50 PER SQ FT</u>
Packing Material Delivery Fees	\$ <u>225.00 PER OCCASION</u>

Note: School locations are located within 30 miles from each other. Please state at what point if any mileage rates are charged.



Other Costs

Please indicate other costs not listed that may be provided as part of your service and as described in the scope of work. Also include ALL administrative overhead % markups (with a clear formula description for determining final value (i.e. Assigned Manager / Superintendent is 2.5% of all other billable costs, etc.), any minimum charges and travel costs, etc.

Description	Cost
<u>FULL VALUE REPLACEMENT</u>	\$ <u>1500.00 PREMIUM PER MOVE</u>
<u>(250,000.00 PER TRUCK LOAD)</u>	\$ _____
<u>PACKING PAPER (30 LB BUNDLE)</u>	\$ <u>35.00 PER BUNDLE</u>
<u>MONITOR/KEYBOARD BAGS</u>	\$ <u>4.50 PER SET</u>
<u>LABELS</u>	\$ <u>20.00 PER ROLL</u>
<u>PACKING TAPE</u>	\$ <u>3.50 PER ROLL</u>

***** ALL HOURLY RATES PORTAL-TO-PORTAL *****

APPENDIX

Non-Collusion Affidavit

Drug-Free Workplace Certification

Workers Compensation Agreement

Fingerprinting Certification

06-NON-COLLUSION AFFIDAVIT

PROJECT TITLE: MOVING SERVICES- PRE-K AND T-K CLASSROOMS AT WESTPARK ELEMENTARY SCHOOL

PROJECT OWNER: SOUTHERN KERN UNIFIED SCHOOL DISTRICT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)

) ss.

County of Los Angeles)

Tyson Schafer , being duly sworn, deposes and says:

That he or she is the (position) of Antelope Valley Van & Storage (name of bidder), the party making the bid; that the bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that 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 bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and further that the bidder has not, directly or indirectly, submitted his or her bid price or any price breakdown, or their contents, or divulged relative information or data, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent of any of these, to effectuate a collusive or sham bid.

SIGNATURE MUST BE IDENTICAL TO THAT PROVIDED ON THE BID

CONTRACTOR Antelope Valley Van & Storage

BY Tyson Schafer

SIGNED Tyson Schafer

Subscribed and sworn to before me on 03-27 , 20 25 .

SEAL

Notary Public

SEE ATTACHED

MOVING SERVICES- PRE-K AND T-K CLASSROOMS AT WESTPARK ELEMENTARY SCHOOL

12-DRUG - FREE WORKPLACE CERTIFICATION

PROJECT TITLE: MOVING SERVICES- PRE-K AND T-K CLASSROOMS AT WESTPARK ELEMENTARY SCHOOL

PROJECT OWNER: SOUTHERN KERN UNIFIED SCHOOL DISTRICT

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the CONTRACTOR may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- B. Establishing a drug-free awareness program to inform employees about all of the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The person's or organization's policy of maintaining a drug-free workplace;
 - 3. The availability of drug counseling, rehabilitation and employee- assistance programs;
 - 4. The penalties that may be imposed upon employees for drug abuse violations;
- C. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

MOVING SERVICES- PRE-K AND T-K CLASSROOMS AT WESTPARK ELEMENTARY SCHOOL

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

NAME OF CONTRACTOR Antelope Valley Van & Storage

SIGNATURE Tyson Schaefer

PRINT NAME Tyson Schaefer TITLE VP

DATE 3-27-25

09-WORKERS COMPENSATION CERTIFICATE

PROJECT TITLE: MOVING SERVICES- PRE-K AND T-K CLASSROOMS AT WESTPARK ELEMENTARY SCHOOL

PROJECT OWNER: SOUTHERN KERN UNIFIED SCHOOL DISTRICT

Labor Code Section 3700 provides:

“ Every employer except the state shall secure the payment of compensation in one or more of the following ways:

“ (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

" (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

" (c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing and during the performance of the work on this Project.

NAME OF CONTRACTOR Antelope Valley Van & Storage DATE 3-27-25

BY Tyson Schaefer (Signature)

PRINT NAME Tyson Schaefer TITLE VP

[In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.]

MOVING SERVICES- PRE-K AND T-K CLASSROOMS AT WESTPARK ELEMENTARY SCHOOL

16 – FINGERPRINTING CERTIFICATION BY CONTRACTORS
TO BE FILLED OUT BY PRIME CONTRACTOR FOR SUBMISSION WITH BID

SOUTHERN KERN UNIFIED SCHOOL DISTRICT referred to as “Owner”.
MOVING SERVICES- PRE-K AND T-K CLASSROOMS AT WESTPARK ELEMENTARY SCHOOL (Project Identification)

I, Tyson Schafer, am an _____,
[Type or Print Name]

[Check one]

- Owner of the company named below
- Partner of the partnership named below
- President or CEO of the corporation named below
- Principal of the joint venture named below
- Other [specify]

The contracting entity named below is a contractor on the referenced project and as such hereby certifies:

[Check one or more]

- [For compliance with Education Code Section 45125.2(a)(1)] That a physical barrier will be erected at the workplace to limit employee contact with Owner's pupils.
- [For compliance with Education Code Section 45125.2(a)(2)] That the contracting entity named below will provide continual supervision and monitoring of the employees of the entity and its subcontractors through its employee _____ . It has been ascertained by the Department of Justice that the named employee has not been convicted of a violent or serious felony. Contractor has requested subsequent arrest information from the Department of Justice concerning such employee and will immediately notify District and remove the employee from the Project if subsequent arrest information indicates the employee has been convicted of a serious or violent felony.
- [For compliance with Education Code Section 45125.2(a)(3)] That the contracting entity named below has contracted with Owner for reimbursement of Owner expense incurred in providing surveillance by school personnel of the employees of the entity and its subcontractors on the Project.
- [For compliance with Education Code Section 45125.1(g). Note: We believe this section may still be applicable to construction contractors where 45125.2(a) is insufficient to ensure pupil safety, e.g., where workers will be simultaneously working at various locations on a school site.] That neither myself nor any employees of the contracting entity named below or its subcontractors on the Project who are required by law to submit or have their fingerprints submitted to the Department of Justice, and who may come in contact with pupils, have been convicted of a felony defined in Education Code Section 45122.1.

MOVING SERVICES- PRE-K AND T-K CLASSROOMS AT WESTPARK ELEMENTARY SCHOOL

[For compliance where there is limited contact or less with pupils] That the contracting entity named below is exempt from fingerprinting requirements as the Owner has determined the employees of the entity and its subcontractors will have no more than limited contact with Owner's pupils during the Project.

Antelope Valley Van & Storage
[Name of Contracting Entity]

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

DATE 3-27-25

SIGNATURE Lynn Schaefer

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT

(Education Code Section 45125.2(a))

Note: This document must be executed and submitted with the bid.

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law.

1. If the Owner determines your employee(s) will have more than limited contact with students, then you must take one or more of the following steps:
 - a. Install a physical barrier at the worksite to limit contact with pupils.
 - b. Have an employee, who the Department of Justice has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise employees. The entity shall verify to the Owner in the Independent Contractor Student Contact Form that the employee charged with monitoring and supervising its employees has no such convictions.(See attached.)
 - c. Arrange, with Owner's approval, for surveillance by Owner's personnel.

If one or more of these steps is taken, you are not required to comply with Education Code section 45125.1.

2. If you are providing the services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists.

I have read the foregoing and agree to comply with the requirements of Education Code § § 45125.1 and 45125.2 as applicable.

Dated: 3-27-25

Tyson Schaefer
Signature

Name: Tyson Schaefer

Title: VP

MOVING SERVICES- PRE-K AND T-K CLASSROOMS AT WESTPARK ELEMENTARY SCHOOL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/9/2025

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).

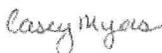
PRODUCER Champion Risk & Insurance Services, L.P. 12264 El Camino Real, #350, San Diego CA 92130	CONTACT NAME: PHONE (A/C, No, Ext): 858-369-7900 FAX (A/C, No): E-MAIL ADDRESS: certsonly@championrisk.net	
	INSURER(S) AFFORDING COVERAGE	
INSURED Antelope Valley Van & Storage Co Antelope Valley Refrigerating Co 602 E. Ave. R Palmdale CA 93550	INSURER A: Transguard Ins Co of Amer, Inc	NAIC # 28886
	INSURER B: Insurance Company of the West	27847
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1357498127 **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 INSD	SUBR WVD	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 checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TCP000188705	3/3/2025	3/3/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 \$
A	<input type="checkbox"/> 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			TCP000188705	3/3/2025	3/3/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TCU000122805	3/3/2025	3/3/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y N/A	WSD507628601	3/3/2025	3/3/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	CARGO/WAREHOUSE LIABILITY Employee Theft Theft of Money or Securities			TCP000188705	3/3/2025	3/3/2026	SEE ATTACHED ADDENDUM Limit - \$25,000 Ded. Limit - \$10,000 Ded. \$1,000 \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY AND AUTO LIABILITY WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT PER ATTACHED FORMS.
Southern Kern Unified School District is named as additional insured.

CERTIFICATE HOLDER Southern Kern Unified School District 2601 Rosamond Blvd. Rosamond, CA 93560	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 

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be 2 % of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS REQUIRED UNDER WRITTEN CONTRACT TO FURNISH THIS WAIVER.	ALL CA OPERATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **03/03/2025** Policy No. **WSD 5076286** Endorsement No.

Insured **ANTELOPE VALLEY REFRIGERATING** Premium \$ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective Date: 03/03/2025	Policy Number: TCP00018870 5
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A. Additional Insured Coverage

1. SECTION II – WHO IS AN INSURED, is amended to include as an “insured” any person(s) or organization(s) with respect to the conduct of your business, other than:

- (1) A “van line” that is party to a written agreement with you that appoints you as its agent for purposes of providing moving and relocation services; or
- (2) A “van line” that is scheduled on any Additional Insured – Van Line endorsement to this policy;

and further provided that you have agreed to add such person or organization as an additional “insured” pursuant to an express provision in a written “insured contract” or other written agreement, or in a permit issued to you by a governmental or public authority.

Any person or organization is an additional “insured” solely with respect to “bodily injury” or “property damage” caused by an “accident” arising out of:

- (1) The conduct of your business; and
- (2) Your operations under the “insured contract”, other written agreement, or permit that takes place after:
 - (a) You executed the “insured contract” or written agreement; or
 - (b) The permit has been issued to you;

and then only to the limited extent and for no higher limits of insurance required in such “insured contract”, other written agreement, or permit.

B. Definitions

For purposes of this endorsement only, the following definition is added:

1. Van Line means a person or organization for which you have been appointed as an agent for purposes of providing moving and relocation services.

All other terms and conditions of the policy remain the same.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Antelope Valley Van & Storage

Any person or organization with whom you have a written contract requiring this condition.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – BLANKET

This endorsement modifies insurance provided under the following:

MOTOR CARRIER COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective Date: 03/03/2025

Policy Number: TCP000188705

A. Additional Insured Coverage

1. SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, is amended to include as an “insured” the person(s) or organization(s) with respect to the ownership, maintenance, or use of a covered “auto”, other than:

- (1) A “van line” that is party to a written agreement with you that appoints you as its agent for purposes of providing moving and relocation services; or
- (2) A “van line” that is scheduled on any Additional Insured – Van Line endorsement to this policy;

and further provided that you have agreed to add such person or organization as an additional “insured” pursuant to an express provision in a written “insured contract” or other written agreement, or in a permit issued to you by a governmental or public authority.

Any person or organization is an additional “insured” solely with respect to “bodily injury” or “property damage” caused by an “accident” arising out of:

- (1) The ownership, maintenance or use of a covered “auto”; and
- (2) Your operations under the “insured contract”, other written agreement, or permit that takes place after:
 - (a) You executed the “insured contract” or written agreement; or
 - (b) The permit has been issued to you;

and then only to the limited extent and for no higher limits of insurance required in such “insured contract”, other written agreement, or permit.

B. Definitions

For purposes of this endorsement only, the following definition is added:

1. Van Line means a person or organization for which you have been appointed as an agent for purposes of providing moving and relocation services.

All other terms and conditions of the policy remain the same.

Cargo/Warehouse Legal

Antelope Valley Van & Storage Co

Warehouse Legal Liability –

Loc 1 – Bldgs 1-5:

602 E Ave R., Palmdale CA

Limits

Location #1-1:	\$500,000
Location #1-2:	\$1,250,000
Location #1-3:	\$250,000
Location #1-4:	\$100,000
Location #1-5:	\$50,000

Deductible \$1,000

Cargo Liability

Any One Loss	\$200,000
Aggregate in Transit	\$500,000

Deductible \$1,000



Southern Kern Unified School District

2601 Rosamond Blvd.
Rosamond, CA 93560

Proposal/Quote Coversheet

Vendor/Contractor Name	Date Proposal Received	Board Date
Kinetic Lighting Inc.	4/14/2025	4/23/2025

Contract Title/Name	Quote Effective Dates	Final Proposal to Superintendent's Secretary By:
Lighting Equipment Upgrade RHECC Drama	From 4/14/2025 Until 4/30/2025	4/15/2025

Description of Quote
Purchase and installation of new lighting equipment for RHECC Drama Blackbox Theatre

Renewal Clause	Automatic Renewal
N/A	No

Payment Terms:	Termination Clause	Budgeted Item
Net 30		Yes

Fixed/Startup Costs	N/A	Total Cost (NTE Annually)	\$102,828.64
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Budget String/Comments	
Business Services	
01-6670-0-4300.00-1110-1000-020-00-000-0000	01-6670-0-4400.00-1110-1000-020-00-000-0000
01-6670-0-6400.00-1110-1000-020-00-000-0000	01-6670-0-5800.00-1110-1000-020-00-000-0000

Overview

- Agreement is for more than one School Fiscal Year
- Clearly States Fees and Hourly Rates
- Allows Early Termination
- Mutual Indemnity Clause
- Governed in Accordance with Laws of California and Department of Education
- Arbitration Clause
- Two copies already signed by vendor

<input checked="" type="checkbox"/> Initial Review Complete	Signature Robert Irving	Date 4/15/2025
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<input type="checkbox"/> Purchase Order Prepared	Signature	Date
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<input checked="" type="checkbox"/> Ready for Board Agenda	Signature Robert Irving	Date 4/15/2025
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#102480 v2
Rosamond HS

BILLING ("BUYER")

Rosamond High School
2925 Rosamond Blvd
Rosamond, CA 93560
Heather Burgess

SHIPPING

Heather Burgess
Rosamond HS
2925 Rosamond Blvd
Rosamond, CA 93560

Order Date: 4/30/25	Sales Rep: Laura Green
Quote Date: 4/14/25	
Payment Terms: See Notes	

SHIPPING		NET PRICE	TOTAL PRICE
1	Shipping & Handling <i>Standard Ground & delivery to site</i>	\$1,000.00	\$1,000.00

SERVICES		NET PRICE	TOTAL PRICE
	Kinetic Lighting services to include:		
1	Material and installation of 2 new lighting pipes - full width of room to match existing; add one above stage between existing; another for FOH. Schedule 40 - 1.9" Black Steel Pipe • Assemble stair unit	\$6,500.00	\$6,500.00
1	Installation of lighting equipment to include: • Unboxing, addressing, labeling • Hang and focus • Programming and training on new equipment	\$4,000.00	\$4,000.00

NOTES:

- We assume that the roof joists can handle the loads and that engineering the roof structure is by others.

EXCLUDES:

- Shop Drawings with Engineering Stamp (DSA requirement)
- Stamped Engineering or detailed shop drawings
- Permits, bonds, etc.

Front Light

SALES ITEMS		NET PRICE	TOTAL PRICE
15	ETC 7416A1002 ColorSource Spot jr, Deep Blue, black, ETL Ships with: powerCON cable with your choice of connector	\$1,005.88	\$15,088.20





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Rosamond, CA 93560

Order Date:
4/30/25

Sales Rep:
Laura Green

Quote Date:
4/14/25

Payment Terms:
See Notes

15	-ETC 400SC 7060A1022 Safety Cable (30 in / 762 mm), black	\$11.29	\$169.35
15	-ETC 400CC Pipe Clamp - Fits 1.5"ID Sch 40 c-clamp	\$17.65	\$264.75

Side Light

SALES ITEMS		NET PRICE	TOTAL PRICE
12	ETC 7416A1002 ColorSource Spot jr, Deep Blue, black, ETL Ships with: powerCON cable with your choice of connector	\$1,005.88	\$12,070.56
12	-ETC 400SC 7060A1022 Safety Cable (30 in / 762 mm), black	\$11.29	\$135.48
12	-ETC 400CC Pipe Clamp - Fits 1.5"ID Sch 40 c-clamp	\$17.65	\$211.80

Specials

SALES ITEMS		NET PRICE	TOTAL PRICE
6	ETC 7416A1002 ColorSource Spot jr, Deep Blue, black, ETL Ships with: powerCON cable with your choice of connector	\$1,005.88	\$6,035.28
6	-ETC 400SC 7060A1022 Safety Cable (30 in / 762 mm), black	\$11.29	\$67.74
6	-ETC 400CC Pipe Clamp - Fits 1.5"ID Sch 40 c-clamp	\$17.65	\$105.90

Down/back wash

SALES ITEMS		NET PRICE	TOTAL PRICE
15	ETC 7412A1008 ColorSource PAR Deep Blue, XLR, black. Ships with: powerCON cable with your choice of connector	\$772.94	\$11,594.10
15	-ETC 400SC 7060A1022 Safety Cable (30 in / 762 mm), black	\$11.29	\$169.35
15	-ETC 400CC Pipe Clamp - Fits 1.5"ID Sch 40 c-clamp	\$17.65	\$264.75
15	-ETC 7410K1012 D40/CSPAR Medium Round Diffuser in Frame, black	\$34.50	\$517.50
15	-ETC 7410K1013 D40/CSPAR Wide Round Diffuser in Frame, black	\$34.50	\$517.50



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Order Date: 4/30/25	Sales Rep: Laura Green
Quote Date: 4/14/25	
Payment Terms: See Notes	

Cyc Lighting

SALES ITEMS	NET PRICE	TOTAL PRICE
9 ETC 7412A1008 ColorSource PAR Deep Blue, XLR, black. Ships with: powerCON cable with your choice of connector	\$772.94	\$6,956.46
9 -ETC 400SC 7060A1022 Safety Cable (30 in / 762 mm), black	\$11.29	\$101.61
9 -ETC 400CC Pipe Clamp - Fits 1.5"ID Sch 40 c-clamp	\$17.65	\$158.85
9 -ETC 7410K1012 D40/CSPAR Medium Round Diffuser in Frame, black	\$34.50	\$310.50
9 -ETC 7410K1013 D40/CSPAR Wide Round Diffuser in Frame, black	\$34.50	\$310.50

Booms/specials

SALES ITEMS	NET PRICE	TOTAL PRICE
8 ETC 7412A1008 ColorSource PAR Deep Blue, XLR, black. Ships with: powerCON cable with your choice of connector	\$772.94	\$6,183.52
8 -ETC 400SC 7060A1022 Safety Cable (30 in / 762 mm), black	\$11.29	\$90.32
8 -ETC 400CC Pipe Clamp - Fits 1.5"ID Sch 40 c-clamp	\$17.65	\$141.20
8 -ETC 7410K1012 D40/CSPAR Medium Round Diffuser in Frame, black	\$34.50	\$276.00
8 -ETC 7410K1013 D40/CSPAR Wide Round Diffuser in Frame, black	\$34.50	\$276.00

Moving Lights

SALES ITEMS	NET PRICE	TOTAL PRICE
2 ETC High End Systems 2550A1200-B High End Systems Lonestar, Black, Ultra-Bright in Molded Insert, Boxed. Ships with: Two (2) Omega brackets, one (1) TRUE1 TOP fixture power cord with bare ends, and a safety cable.	\$5,223.53	\$10,447.06
2 -ETC High End Systems 2560B7004 Fixture power cord, Edison 5-20 to TRUE1	\$56.47	\$112.94
4 -ETC High End Systems MEGA-CLAW-BK PSF1133 Mega-Claw clamp for 1.9" pipe / 2.0" truss, black	\$52.24	\$208.96



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Rosamond, CA 93560

Order Date: 4/30/25
Sales Rep: Laura Green

Quote Date: 4/14/25

Payment Terms:
See Notes

Rigging

SALES ITEMS	NET PRICE	TOTAL PRICE
1 6 Step Safety Angle Rolling Ladder - Unassembled with 24" Top Step	\$982.35	\$982.35
4 8' Steel Pipe - 1.5" ID Schd 40 - Threaded Both Ends	\$94.12	\$376.48
4 Show Solutions BP2020-STEEL-TS-2F 50 lb. 20" x 20" Base for 1-1/2" Pipe - with casters	\$382.35	\$1,529.40
8 Sandbag (25lbs.)	\$57.55	\$460.40

Control

SALES ITEMS	NET PRICE	TOTAL PRICE
1 ETC 7225A1000-US ColorSource 20 console Ships with: power supply	\$1,641.18	\$1,641.18
1 Chauvet Professional RDMXSPLITTER8 RDMX Splitter 8	\$505.65	\$505.65
1 Cable Package - DMX and power cable	\$4,000.00	\$4,000.00

Followspot

SALES ITEMS	NET PRICE	TOTAL PRICE
2 Chauvet FOLLOWSPOT200ST 200w followspot with stand	\$847.06	\$1,694.12
2 -TMB 100' PBG/Edison Cable (NEMA 5-15)	\$196.25	\$392.50



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Order Date:
4/30/25

Sales Rep:
Laura Green

Quote Date:
4/14/25

Payment Terms:
See Notes

Sales:	\$84,368.26
Shipping:	\$1,000.00
Labor:	
Other:	\$10,500.00
Estimated Sales Tax:	\$6,960.38
Grand Total :	\$102,828.64

3.5% processing fee will be added for credit card payments

Terms & Conditions

GENERAL PROVISIONS

Due to continued supply chain interruptions, delivery timelines for this order are not guaranteed and are subject to change. This agreement supersedes any prior agreement, written or oral.

INSPECTION

Buyer must inspect products within ten (10) business days of arrival of each piece of equipment.

WARRANTIES

The only warranties on equipment offered are the warranties provided by the individual manufacturers. Kinetic Lighting offers no additional warranties beyond those provided by the manufacturers. There is no guarantee or limit on time period for repair or replacement of gear covered under warranty because of possible supply chain delays with parts needed to repair gear, and lead time on manufacturer labor queue.

VENUE

Buyer is responsible if stucco patch and/or drywall repairs and/or floor/roof repairs and/or paint touch up are needed. Dust may result as part of drilling. Kinetic Lighting will attempt to minimize dust but is not responsible for residual dust.

Buyer is responsible for any abatement of asbestos, lead or other hazardous materials. If a panel is required to be relocated by the City or governing agency, a change order may be assessed.

BIDDING

Kinetic does not participate in public bids requiring prevailing wage or a DIR number.

SHIPPING

Unless otherwise noted, products will drop ship from manufacturers directly to shipping address on contract. Items will ship as they are available; order will not be held until it can ship complete. Shipping costs are an estimate only. Any additional shipping costs if applicable will be added to invoice after shipment.

TITLE 24



BILLING ("BUYER")

Rosamond High School
2925 Rosamond Blvd
Rosamond, CA 93560
Heather Burgess

SHIPPING

Heather Burgess
Rosamond HS
2925 Rosamond Blvd
Rosamond, CA 93560

Order Date: 4/30/25	Sales Rep: Laura Green
Quote Date: 4/14/25	
Payment Terms: See Notes	

This proposal may include products to comply with Title 24, however there is no guarantee that it complies with all required Title 24 provisions.

PRICING

Prices quoted are in U.S. Dollars. Prices based on volume quoted.

INSURANCE AND SECURITY

Buyer is responsible for providing protection and insurance against loss for the material and work in progress due to theft, damage, fire or other peril once material is on site.

Buyer is responsible to provide safe and secure storage for onsite rentals and equipment located or shipped to project site for the duration of the project.

LABOR

Kinetic Lighting's onsite labor is billable even if delays are caused by other contractors or the venue. Products will not be ordered until required deposits, contracts, and Purchase Orders are received.

Unless specified otherwise, this quotation is based upon a rate of eight (8) working hours. Overtime is applicable after 8 hrs. Overtime rate is 1.5x hourly rate after 8 hours, 2x hourly rate after 12 hours; Overtime is applicable at 1.5x hourly rate if turnaround time between shifts is less than 8 hours. Dark Days and Travel Days are billed at a half-day rate. Premium rates may be applicable on sixth and seventh consecutive days of work. Premium rate is 1.5x daily rate. Overtime applicable after 8 hours. Double-time rate is 2x hourly rate. Buyer to arrange parking for staff and trucks, as needed, to be located within a reasonable distance from Venue. Parking fees charged to Vendor will be billed back to Buyer.

OPERATION OF PRODUCTS

Buyer shall be responsible for operation of Products. Buyer shall operate Products in a reasonably competent manner and in compliance with the operations manual for Products. Customer shall comply with all applicable rules, laws, and regulations in connection with operation of Products. Any problems or damage that arise from Buyers use or misuse of Products are entirely the responsibility of the Buyer.

EARLY ENDING / CANCELLATIONS

Vendor is not required to refund any portion of Grand Total should said Project be terminated prior to its scheduled End Time (see Performance Duration above), provided that Vendor is not direct cause of early ending or cancellation. If said Project is canceled within seventy-two (72) hours of scheduled Load In Time, Client hereby agrees to and shall pay Vendor Grand Total in full, according to Payment Terms. If said Project is canceled with more than seventy-two (72) hours notice from Load In Time, Client forfeits deposit, as specified in Payment Terms, but Client does not forfeit the Balance, if a Balance exists.

MARKETING

Kinetic Lighting may take photos and/or video of its work. Kinetic may use these photos or videos for marketing.

AGENTS OF VENDORS

Vendor may perform any or all of its duties through one or more agents, subcontractors, or other representatives. All rights, obligations, and conditions specified herein apply to all Agents for Vendor

INDEMNIFICATION

Buyer agrees to indemnify Seller and Seller's shareholders, directors, officers, employees, agents, affiliates, successors and assigns, harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages, injuries, and liabilities including



#102480 v2
Rosamond HS

BILLING ("BUYER")

Rosamond High School
2925 Rosamond Blvd
Rosamond, CA 93560
Heather Burgess

SHIPPING

Heather Burgess
Rosamond HS
2925 Rosamond Blvd
Rosamond, CA 93560

Order Date:
4/30/25

Sales Rep:
Laura Green

Quote Date:
4/14/25

Payment Terms:
See Notes

attorneys fees, arising out of, connected with, or resulting from the execution of this Order or from the use of the Products, save and except damages or injuries resulting from the sole negligence and/or willful misconduct of Seller.

LEGAL AND COLLECTION FEES

Past due accounts are charged a finance charge and referred to a collections agency. Buyer hereby agrees to and shall pay all legal, defense, and/or collection fees that are incurred by Seller in an attempt to collect Payment, recover Products, or in defense of any claim, judgment, lawsuit, and legal action arising from this Order.

EXCLUSIONS (unless otherwise noted)

- 1) Assistance with compliance for utility rebate programs.
- 2) Special renderings, drawings, and other visual presentation elements not specifically listed in Scope of Work.
- 3) Maintenance contract.
- 4) UL Listings or re-certifications of existing equipment.
- 5) Verification and testing of existing system.
- 6) Support of existing equipment (wires, conduit, boxes, fixtures, etc.).
- 7) Seismic wires, bracing and compliance.
- 8) Fire rated enclosures for light fixtures or boxes.
- 9)Permits

APPROVED AND AGREED TO BY:

Print Robert Irving

Sign [Handwritten Signature]

Title CRG

Date 4-15-25

BID FORM

PROJECT TITLE/BID #: Remove and Replace Electrical Switchgear at Old Rosamond Elementary School Campus (FM#3000.0175)

OWNER: Southern Kern Unified School District

To: Governing Board of Southern Kern Unified School District ("District" or "Owner")

From: - Coast Construction Group

(Proper Name of Bidder)

In compliance with your Notice to Contractors Calling for Bids and related documents for the following project:

PROJECT TITLE/BID #: Remove and Replace Electrical Switchgear at Old Rosamond Elementary School Campus (FM#3000.0175)

the undersigned bidder, having familiarized itself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, and the drawings and specifications and other contract documents, proposes and agrees to perform the contract within the time stipulated, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility, and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the above-referenced project, including sheeting, shoring, and bracing, or equivalent method for protection of life and limb in trenches and open excavation in conformance with applicable safety orders, within the time limits set for completion of all work, all in strict conformity with the drawings and specifications and other contract documents, including Addenda Nos. N/A on file at the office of Owner (collectively, the "Work") for the Base Bid sum of:

One hundred ninety-nine thousand eight hundred seventy-four dollars and ninety-five cents
_____ dollars \$ 199,874.95

BASE BID

Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices, and OCIP excluded costs.

Additional Detail Regarding Calculation of Base Bid

1. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) as described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

2. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager or other official point of contact for the District before Bid date to verify the issuance of any clarifying Addenda.
3. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all Work within the time specified in the Contract Documents.
4. **The liquidated damages clause of the Agreement is hereby acknowledged.**
5. The following documents are attached with this Bid Form and Proposal:
 - Bid Bond on the District's form or other security
 - Registered Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration

6. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. <u>N/A</u> , Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

7. Bidder acknowledges that the license required for performance of the Work is B & C-10 license.
8. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
9. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
10. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
11. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
12. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies

set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

13. The Bidder agrees that upon written notice of acceptance of this bid, he will execute and deliver to Owner the contract and provide all bonds and other required documents within ten (10) working days after contract award and will also furnish and deliver to OWNER the Performance Bond and a separate Payment Bond as specified, certificates of insurance, and other required documents.
14. Attached is bid security not less than 10 percent of the bid, in the amount of \$10% bid bond attached in the form of (cash) (bid bond) (certified check) (cashier's check). [check one]
15. It is understood and agreed that should the Bidder fail or refuse to return executed copies of the Construction Agreement, bonds, insurance certificates, and other required documents to Owner within the time specified, the bid security shall be forfeited to Owner.
16. The Bidder acknowledges that Owner reserves the right to accept or reject any and/or all Base Bids and alternate bids. This entire bid shall remain open and active for sixty (60) days after bid opening, and any alternate bids not initially awarded shall remain active, as an irrevocable offer by the Bidder to enter into either a change order or separate contract, for up to six months after award of the contract.
17. In submitting this bid, the Bidder offers and agrees that if the bid is accepted it will assign to Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 and following sections) arising from purchases of goods, materials, or services by the Bidder for sale to Owner pursuant to the bid. Such assignment shall be made and become effective at the time Owner tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4552.)
18. The Bidder hereby certifies that it is, and at all times during the performance of work under the Contract Documents shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless, and defend Owner against any and all actions, proceedings, penalties, or claims arising out of the Bidder's failure to comply strictly with the IRCA.
19. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
20. The Bidder understands that a licensed contractor shall not submit a bid to a public agency unless the Bidder's contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, may be considered non-responsive and may be rejected by the public

agency.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 9th day of April 2025

Name of Bidder Coast Construction Group

Type of Organization Corporation

Signed by [Signature]

Title of Signer President

Address of Bidder 328 N Olympic Ave Arlington, WA 98223

Taxpayer's Identification No. of Bidder 20-5173328

Telephone Number (360) 474-0600

Fax Number (360) 474-1095

E-mail kathy@coast-group.com Web page _____

Contractor's License No(s): No.: 1071417 Class: A Expiration Date: 11/30/26

No.: 1071417 Class: B Expiration Date: 11/30/26

No.: 1071417 Class: C-17 Expiration Date: 11/30/26

Public Works Contractor Registration No.: 1001077812

END OF DOCUMENT

CSBA UPDATE CHECKLIST – September 2023

District Name: _____

Contact Name: _____ Phone: _____ Email: _____

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
BP 1160	Political Processes		
BP 1330	Use of School Facilities	OPTION 1: <input checked="" type="checkbox"/> Direct Costs OPTION 2: <input type="checkbox"/> OPTION 3: <input type="checkbox"/>	
AR 1330	Use of School Facilities		
E(1) 1330	Use of School Facilities	Delete EXHIBIT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
AR 3311	Bids		
AR 3311.3	Design-Build Contracts		
BP 3312	Contracts	OPTION 1: <input checked="" type="checkbox"/> Annual Public Hearing OPTION 2: <input type="checkbox"/>	
BP 3460	Financial Reports and Accountability		
BP 3551	Food Service Operations/Cafeteria Fund	OPTION 1: <input type="checkbox"/> OPTION 2: <input checked="" type="checkbox"/>	
AR 3551	Food Service Operations/Cafeteria Fund		
BP 4151	Employee Compensation		
BP 4251	Employee Compensation		
BP 4351	Employee Compensation		
AR 4217.3	Layoff/Rehire	OPTION 1: <input type="checkbox"/> OPTION 2: <input checked="" type="checkbox"/> Agreement with CSEA	
BP 5131.9	Academic Honesty		
BP 6154	Homework/Makeup Work		

CSBA UPDATE CHECKLIST – September 2023

District Name: _____

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
BP 6162.5	Student Assessment		
AR 7140	Architectural and Engineering Services		
BB 9124	Attorney		

CSBA POLICY GUIDE SHEET
September 2023

Note: Descriptions below identify revisions made to CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts and county offices of education should review the sample materials and modify their own policies accordingly.

Board Policy 1160 – Political Processes

Policy updated to reflect **NEW LAW (AB 1416, 2022)** which requires the ballot label or similar description of a school district (or other local government) measure on a county ballot to list, either as a supporter or an opponent of the measure, the associations, nonprofit organizations, businesses, or individuals, including current or former elected officials such as Governing Board members, who have signed the ballot argument or are listed in the text of the argument in support or opposition of the measure unless the county board of supervisors elects not to list such supporters and opponents.

Board Policy 1330 – Use of School Facilities

Policy updated to caution districts when charging religious groups direct costs for use of district facilities when those costs are not charged to other groups due to the potential conflict between a U.S. Supreme Court decision and state law. Policy also updated to add that the Governing Board may authorize the use of a school building as a vote center on election day and/or during the 10 days preceding election day, as well as during key dates necessary for drop-off, set-up, and pickup of election materials, as determined by the election official.

Administrative Regulation 1330 – Use of School Facilities

Regulation updated to encourage districts to create a facilities use application and agreement for the use of school facilities and grounds by any entity other than the district, add that anyone applying to use school facilities do so as specified in district procedures and in accordance with law, and reflect **NEW LAW (AB 2028, 2022)** which authorizes the Governing Board to allow district facilities to be used by local law enforcement, public agencies, nonprofit associations, or organizations for bicycle, scooter, electric bicycle, motorized bicycle, or motorized scooter safety instruction for district students.

Delete - Exhibit(1) 1330 – Use of School Facilities

Exhibit deleted as unnecessary with relevant material included in administrative regulation 1330 – Use of School Facilities.

Administrative Regulation 3311 - Bids

Regulation updated to reference the bid limit for 2023, add that for lease-leaseback, design-build, and alternative design-build projects the notice which solicits the call for bids is required to specify that the project is subject to skilled and trained workforce requirements, and reflect **NEW LAW (AB 185, 2022)** which adds, until January 1, 2029, the alternative design-build construction delivery method for projects in excess of \$5,000,000. Regulation also updated to reflect the State Allocation Board's (SAB) notification to districts which provides that modular school facilities must be competitively bid and that districts that use piggyback contracts for modular facilities are ineligible for state funding from SAC administered programs.

Administrative Regulation 3311.3 – Design-Build Contracts

Regulation updated to add that, until January 1, 2025, design-build contracts may be entered into and approved by the Governing Board. Regulation also updated to reflect **NEW LAW (AB 185, 2022)** which (1) adds, until January 1, 2029, the alternative design-build construction delivery method for projects in excess of \$5,000,000, (2) specifies that alternative design-build contracts may be awarded to the low bid or the best value, taking into consideration, at a minimum, design cost, general conditions, overhead, and profit as a component of the project price, technical design and construction expertise, and life-cycle costs, (3) provides that the district's determination of price shall be based on the open book evaluation of construction subcontracts, (4) includes that the contract may be subject to further negotiations or amendment and may be terminated by the district if the district and the design-build entity are unable to reach an agreement, and (5) requires an alternative design-build proposal for an alternative design-build project to include (a) design cost,

general conditions, overhead, and profit as a component of the project price, unless a stipulated sum for the project is specified, (b) technical design and construction expertise, and (c) life-cycle costs over 15 or more years.

Board Policy 3312 - Contracts

Policy updated to reflect **NEW LAW (SB 1439, 2022)** related to conflict of interest from campaign contributions and **NEW LAW (SB 34, 2022)** related to bribery of a public official, and include a general statement requiring Governing Board members and district employees who are involved in the making of contracts on behalf of the district to comply with the district's conflict of interest policy.

Board Policy 3460 – Financial Reports and Accountability

Policy updated to add material related to districts facing insolvency who are considering applying for an emergency apportionment, including that the Governing Board is required to discuss the need for an emergency apportionment at a regular or special meeting at which parents/guardians, the exclusive representatives of employees of the district, and other members of the community have the opportunity to provide testimony.

Board Policy 3551 – Food Service Operations/Cafeteria Fund

Policy updated to reflect **NEW LAW (SB 490, 2022)** which requires districts participating in the National School Lunch and/or Breakfast Program, with annual reimbursement of \$1,000,000 or more, to (1) specify in the solicitation for bids and contracts for an agricultural food product that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless a specific exception applies, including if the quality of the domestic product is inferior to the quality of the nondomestic product or if the bid or price of the nondomestic product is more than 25 percent lower than the bid or price of the domestic product, and (2) retain documentation justifying the use of the exception for three years from the date of purchase. Policy also updated to reflect **NEW LAW (AB 778, 2022)** which requires a district to accept a bid or price for an agricultural food product grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside the state, when certain conditions are met.

Administrative Regulation 3551 – Food Service Operations/Cafeteria Fund

Regulation updated to include the requirement for a district with an on-site food facility to arrange to recover the maximum amount of edible food that would otherwise be disposed of and donate it to a local food recovery organization, and maintain records related to edible food recovery including a list of each food recovery service or organization that collects or receives the district's edible food, contact information for the service or organization, the types of food, frequency, and quantity that will be collected or hauled by the district, and a copy of contracts or written agreements between the district and food recovery services or organizations. Regulation also updated to reflect California Department of Education Nutrition Services Division Management Bulletin SNP-04-2022 which raises the excess net cash resources limitation to six months' average expenditures.

Board Policy 4151/4251/4351 – Employee Compensation

Policy updated to add that for districts participating in the Classified School Employee Summer Assistance Program, eligible classified employees may elect to have up to 10 percent of the employee's monthly salary withheld and paid out during the summer recess in either one or two payments, and reflect **NEW LAW (AB 185, 2022)** which adds specific repayment procedures when a district has made a wage overpayment to a district employee.

Administrative Regulation 4217.3 – Layoff/Rehire

Regulation updated to reflect **NEW LAW (SB 913, 2022)** which provides that for districts with an average daily attendance of less than 250,000, the definition of "length of service" for the purpose of the order of layoff and determination of seniority is the employees' hours in paid status. Regulation also updated to reflect **NEW LAW (AB 185, 2022)** which authorizes a classified employee to be represented by an attorney or nonattorney representative of the exclusive representative of the district's classified employees at a hearing requested by an employee as part of layoff proceedings.

Board Policy 5131.9 – Academic Honesty

Policy updated to address prohibited and permitted student use of technology, including artificial intelligence, as it relates to academic honesty. Policy also updated to include that a student with a disability be permitted to use technology for any purpose for which technology is identified in the student's individualized education program, that a student be given the opportunity to demonstrate that the use of technology was in accordance with policy when suspected by an employee that such use was in violation of academic honesty, and that any information acquired from an employee's use of technology in determining whether a student has committed and act of academic dishonesty be shared with the student and the student's parent/guardian, as appropriate. Additionally, policy updated to authorize the provision of staff training regarding the use of technology to improve education, including the detection of plagiarism and sensitivity to potential discrimination from algorithmic bias.

Board Policy 6154 – Homework/Makeup Work

Policy updated to add that meaningful homework can provide enrichment, address student use of technology, including artificial intelligence, as it relates to homework and makeup work, provide that teacher training may include designing homework assignments that inspire students' interests, include that students may work with other students and use approved outside resources as directed by the teacher, and move material related to notifying the student's parents/guardians when a student repeatedly fails to complete homework so that it follows chronologically.

Board Policy 6162.5 – Student Assessment

Policy updated to reflect that prohibited and permitted student use of technology, including artificial intelligence, in relation to assessment, be as specified in Board Policy 5131.9 – Academic Honesty and Board Policy 6163.4 – Student Use of Technology, reference **NEW LAW (AB 114, 2023)** which includes long term English learners as a numerically significant student subgroup for purposes of demonstrating comparable improvement in academic achievement by all numerically significant subgroups, include that state interim and formative assessments may be used to communicate with students' parents/guardians and for use in identifying professional development, and that results of an individual student on the California Assessment of Student Performance and Progress may be released to a postsecondary educational institution for the purpose of credit, placement, or admission.

Administrative Regulation 7140 – Architectural and Engineering Services

Regulation updated to more closely align with law and to reflect **NEW LAW (AB 185, 2022)** which enables a district to enter into an alternative design-build contract with a single entity for both design and construction of any school facility if the contract is in excess of \$5,000,000.

Board Bylaw 9124 – Attorney

Bylaw updated to revise the first philosophical paragraph to recognize the need to provide legal representation to the district and the importance of cost-effective legal advice and services, clarify that the Governing Board may appoint and fix and order paid legal counsel's compensation, expand the types of entities that the Board may contract with to serve as legal counsel, and reflect that the Board supports pursuing collaborative legal efforts with other districts as well as other government agencies as appropriate. Bylaw also updated to clarify that districts may, but are not required, to initiate a Request for Proposals to advertise and solicit proposals for legal services, and that districts may consider the attorney's, firm's, and/or entity's relevant legal reputation when evaluating such attorneys, firms, and/or entities. Additionally, bylaw updated to reflect that any attorney representing the district is required to be admitted to practice law in California.