Regular Governing Board Meeting

CABRILLO UNIFIED SCHOOL DISTRICT

Thursday, February 15, 2024 • Public Session: 6:00 PM

Cunha Intermediate School Multi-Purpose Room, 600 Church Street, Half Moon Bay, California 94019

Governing Board Meeting Broadcast Live on PacificCoast.TV

In compliance with the Americans with Disabilities Act, individuals who require special accommodations (Spanish interpreter, accessible seating, documentation in an accessible format, etc.) should contact the Administrative Assistant to the Superintendent at acostar@cabrillo.k12.ca.us. Notification at least 48 hours before the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodations, auxiliary aids, or services.

Documents provided to a majority of the Governing Board regarding an open session item on the agenda will be made available for public inspection in the District Office located at 498 Kelly Avenue, Half Moon Bay, California, during regular business hours. In addition, such writings and documents are posted on the District's website, www.cabrillo.k12.ca.us.

PUBLIC COMMENTS GUIDELINES

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. There are two ways in which members of the public may provide comments:

1. Submit Written Comments in Advance: Members of the public wishing to provide comments in advance of the meeting may submit a Public Comments form at bit.ly/cusdcomments. Written comments will be accepted from when the agenda is posted up to 3:00 p.m. on the day of the meeting. Comments will be read out loud by the Board President or a Designee. Written comments should be limited to no more than 300 words; longer comments might not be shared publicly during the meeting. However, all comments received, whether or not they are shared publicly during the meeting, will be made available to all Board members and the public.

2. Provide Comments In-Person During Meeting: A person wishing to be heard by the Board during the meeting should submit a "Request to Address the Board" slip to the Administrative Assistant to the Superintendent prior to the introduction of the item. For meeting facilitation, please submit the slip at your earliest possible convenience. Upon recognition by the Board President, please proceed to the podium and comment as briefly as the subject permits.

Individual speakers will be allowed three (3) minutes to address the Board on each agenda or nonagenda item, and the Board will limit the total time for public input on each item to 20 minutes. However, in exceptional circumstances, when necessary to ensure full opportunity for public input, the Board president may, with Board consent, adjust the amount of time allowed for public input and/or the time allotted for each speaker. Any such adjustment shall be done equitably so as to allow a diversity of viewpoints. The president may also ask members of the public with the same viewpoint to select a few individuals to address the Board on behalf of that viewpoint. The Administrative Assistant will keep the time and advise the speaker when there are 30 seconds left and again when the time is up. We ask speakers to keep within the time limits.

- Nonagenda and Consent Items may be addressed under Public Comments.
- Agenda Items may be addressed after the conclusion of the staff presentation on the item.
- Closed Session Items may be addressed under Public Comment on Closed Session Topics.

IMPORTANT BOARD PROTOCOLS REGARDING PUBLIC COMMENTS

The Cabrillo Unified School District Governing Board does not act upon any matter that has not been agendized except under limited circumstances as permitted by law. It is the policy of the Cabrillo Unified School District Governing Board to refer matters raised in this forum to staff for further examination and/or action where appropriate.

All Regular Governing Board meetings are broadcast live on PacificCoast.TV. If available, video recordings will be uploaded to the CUSD Governing Board Meetings YouTube channel in the next few days following the meeting.

1. OPENING BUSINESS

a. Call Public Session to Order

b. Roll Call / Quorum

c. Pledge of Allegiance

2. APPROVAL OF AGENDA

3. COMMUNICATIONS

a. Public Comments

b. Employee Organizations Report

1. CUTA Representatives
2. CSEA Representatives

c. Board Members Report

d. Student Board Member Report

e. Superintendent Report

4. CONSENT AGENDA

Items listed under the Consent Agenda are items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent recommends approval. When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a regular agenda item. The Consent Agenda requires a motion and a second and must be approved by a roll call vote. Each item on the Consent

Agenda approved by the Governing Board shall be deemed to have been considered in full and adopted as recommended.

a. Adoption of Proclamation Endorsing March 2024 as Women's History Month

4.a Board Memo Proclamation Women's History Month.pdf (p. 6)

4.a.1 Proclamation Women's History Month.pdf (p. 7)

b. Approval of Half Moon Bay High Future Farmers of America Field Trip to Regional LDE Competition & State Degree Ceremony at Fortuna HS, Eureka, California, March 4-6, 2024

4.b Board Memo HMB HS to Eureka, California 2024.pdf (p. 9)

c. Approval of Half Moon Bay High Future Farmers of America Field Trip to 96th Annual State FFA Leadership Conference, Sacramento, California, March 20-24, 2024

4.c Board Memo HMB HS to Sacramento, California 2024.pdf (p. 10)

d. Approval of Comprehensive School Safety Plans

4.d Board Memo Comprehensive School Safety Plans 02.15.2024.pdf (p. 11)

e. Approval of Memorandum of Understanding (MOU) for our Mental Health Partnership with StarVista's Strengthen Our Youth Program

4.e Board Memo StarVista SOY Program_2024.pdf (p. 12)

4.e.1 StarVista and Half Moon Bay High School SOY MOU 2024.pdf (p. 13)

4.e.2 Exhibit D Fingerprint Certification.pdf (p. 21)

4.e.3 SLS Counseling Referral HMBHS 2023-2024.pdf (p. 25)

f. Approval of the 2024-25 and 2025-26 Student/Teacher Calendars

4.f Board Memo 2024-25 and 2025-26 Academic Calendars.pdf (p. 28)

4.f.1 2024-25 Academic Calendar DRAFT.pdf (p. 29)

4.f.2 2025-26 Academic Calendar DRAFT.pdf (p. 30)

g. Approval of Certificated Personnel Report

4.g Board Memo Certificated Personnel Report 02.15.24.pdf (p. 31)

h. Approval of Classified Personnel Report

4.h Board Memo Classified Personnel Report 02.15.24.pdf (p. 32)

i. Enrollment Report

4.i Board_Memo_Enrollment_Report_02.15.2024.pdf (p. 33)

4.i.1 Enrollment Report Period 6.pdf (p. 34)

j. Approval of Donations to Cabrillo Unified School District

4.j Board_Memo_Donations_02.15.2024.pdf (p. 35)

4.j.1 Summary_Site_Donations_02.15.2024.pdf (p. 36)

k. Approval of Warrant Register Report Processed

4.k Board_Memo_Warrant_Register_02.15.2024.pdf (p. 37)

4.k.1 010124-013124 Warrant Register.pdf (p. 38)

l. Ratification of Emergency Repair Approval of the Sinkhole at HMBHS Campus

4.l Board_Memo_Ratification_Sinkhole_Repair_HMBHS.pdf (p. 60)

4.l.1 Andreini Proposal for HMBHS Sinkhole 2024.pdf (p. 61)

m. Approval of Amendment to QKA contract for Architectural Design of Swing Space and other Services (0.5 Complex) for the El Granada Modernization Process

4.m Board_Memo_El_Granada_QKA_Contract_Amendment_0.5_Complex_02.15.2024.pdf (p. 62)

4.m.1 Amendment_to Architect_Agreement_for_El_Granada_ES_Phase_0.5.pdf (p. 63)

n. Approval of Piggyback Contract for Farallone View and El Granada Elementary Furniture

4.n Board_Memo_Piggyback_Contract_EG_&_FV_Furniture_02.15.2024.pdf (p. 65)

4.n.1 EG_&_FV_Furniture_Piggyback_Contract_Part_1.pdf (p. 66)

4.n.2 EG_&_FV_Furniture_Piggyback_Contract_Part_2.pdf (p. 83)

o. Awarding of Bids for Hatch Elementary Security Fencing and Early Education Center Upgrades

4.o. Board_Memo_Hatch_Bond_Program_Bids_02.15.2024.pdf (p. 150)

4.o.1 Hatch_Fencing_and_Early_Education_Projects_Bids_Matrix.pdf (p. 151)

4.o.2 AAA Fence Co., Inc_Hatch Security Fences Agreement.pdf (p. 152)

4.o.3 Schreder & Brandt Construction Services Hatch Early Ed. Addition Agreement.pdf (p. 182)

p. Approval of Service Agreement Contract with Leadership Associates to Conduct a Superintendent Search

4.p Board Memo Leadership Associates Service Agreement 2024.pdf (p. 199)

4.p.1 Leadership Associates Superintendent Search Information & Agreement 2024.pdf (p. 200)

q. Approval of Regular and Special Governing Board Meetings Minutes

4.q Board Memo Minutes.pdf (p. 207)

4.q.1 2024-01-18 Regular Board Meeting Minutes_DRAFT.pdf (p. 208)

4.q.2 2024-01-27 Special Board Meeting Minutes_DRAFT.pdf (p. 213)

5. GENERAL BUSINESS

a. Alvin S. Hatch Elementary School Presentation (Presentation)

5.a Board Memo Hatch Presentation 02.15.2024.pdf (p. 215)

5.a.1 Hatch Elementary School Board Presentation 2024.pdf (p. 216)

b. Food Services Update (Presentation)

5.b Board_Memo_Nutrition_Service_ Update_02.15.2024.pdf (p. 228)

5.b.1 Nutrition_Service_Presentation_02.15.2024.pdf (p. 229)

c. 2023-24 LCAP Mid-Year Monitoring Report and Key Performance Indicator Update (Presentation)

5.c Board Memo LCAP Upate & CA Data Dashboard Presentation 02.15.2024.pdf (p. 243)

5.c.1 2023-24 LCAP Mid-Year Monitoring Report and Key Performance Indicator Update.pdf (p. 245)

5.c.2 2024_LCAP_Mid-Year_Monitoring_Report_20240208.pdf (p. 273)

d. CUSD Fiscal Update and San Mateo County Office of Education Fiscal Oversight (Presentation)

5.d Board_Memo_Fiscal_Update_02.15.2024.pdf (p. 305)

5.d.1 Fiscal_Update_Presentation_02.15.2024.pdf (p. 306)

e. El Granada Elementary School Modernization Update (Presentation)

5.e Board_Memo_Modernization_Update _El_Granada_02.15.2024.pdf (p. 317)

5.e.1 El_Granada_Modernization_Update_Presentation_02.15.2024.pdf (p. 318)

f. Approval of Contract with QKA Architects for El Granada Phase 2 Modernization (Action)

5.f Board_Memo_El_Granada_Phase_2_QKA_Contract_02.15.2024.pdf (p. 331)

5.f.1 QKA_Architect_Agreement_El_Granada_ES_Phase_2.pdf (p. 332)

6. GOVERNANCE MATTERS

a. Selection of CSBA Delegates Assembly on Ballot for San Mateo County Sub-region 5-B (Action)

6.a Board Memo CSBA Ballot For Delegate Assembly 2024.pdf (p. 396)

6.a.1 2024 CSBA Delegate Delegates Ballot.pdf (p. 397)

b. Discussion of Productive Meeting Practices (Discussion)

6.b Board Memo Productive Meeting Practices.pdf (p. 407)

7. FUTURE EVENTS

a. February 19-23 - Presidents Week - No School

b. March 14 - Regular Board Meeting, Cunha Intermediate School - 6:00 p.m.

8. ADJOURNMENT

CABRILLO UNIFIED SCHOOL DISTRICT

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SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Carmen Daniel
Kimberly Hines
Sophia Layne

MEMORANDUM

MEETING DATE: February 15, 2024
TO: Members of the Governing Board
FROM: Sean McPhetridge, Ed.D., Superintendent
CATEGORY: Consent/Action
ITEM TITLE: Adoption of Proclamation Endorsing March 2024 as Women's History Month

BACKGROUND INFORMATION

Women's History Month celebrates the significant contributions of women to the history and progress of the United States and the State of California**.** Women have made distinct and important contributions to California, the United States, and the rest of the world in many fields, but this history has not been adequately taught and understood despite the crucial importance of women to our society. Tonight, staff present a proclamation endorsing March as Women's History Month for Governing Board approval to acknowledge and appreciate the many important contributions of women to the Coastside, California, the United States, and the world at large. In so doing, CUSD aims to honor, remember, and give thanks to women for their fundamental contributions to all of us.

FISCAL ANALYSIS

There is no financial impact to the General Fund.

RECOMMENDATION

Adopt Proclamation Endorsing March as Women's History Month.

CABRILLO UNIFIED SCHOOL DISTRICT
HALF MOON BAY, CALIFORNIA

PROCLAMATION

Women's History Month
March 2024

Whereas, American women of every race, class, and ethnic background have made historic and significant contributions to the growth and strength of our nation and state in countless recorded and unrecorded ways; and

Whereas, American women have played and continue to play critical economic, cultural, and social roles in every sphere of the life of the nation and our state by constituting a significant portion of the labor force working inside and outside of the home; and

Whereas, American women have played a unique role throughout our history by providing the majority of the volunteer labor force of the nation and state; and

Whereas, American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our nation and state; and

Whereas, American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

Whereas, American women have served our country courageously in the military; and

Whereas, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

Whereas, despite these contributions, the role of American women has been consistently overlooked and undervalued in the literature, teaching, and study of American history; and

Whereas, since 1987 the United States Congress has passed a resolution annually to proclaim March as Women's History Month in order to recognize these many crucial contributions; and

Whereas, Cabrillo Unified School District and the Coastside community also recognize the importance of understanding the history of this area, particularly with regard to honoring the significant and longstanding contributions women have made in this Nation and in California;

Now, therefore, be it proclaimed by the Governing Board of Cabrillo Unified School District that March is designated as Women's History Month and that CUSD calls upon the schools, staff, students, and families of the Coastside to observe March as Women's History Month by celebrating and recognizing the countless contributions made by women throughout history.

PASSED AND ADOPTED by the Governing Board of the Cabrillo Unified School District on the 15th day of February 2024, by the following vote:

Mary Beth Alexander:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Lizet Cortes:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Carmen Daniel:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Kimberly Hines:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Sophia Layne:	_____	Aye	_____	No	_____	Abstain	_____ Absent

Certified by:

_____

Lizet Cortes
Clerk to the Governing Board
Cabrillo Unified School District

Attest by:

_____

Sean McPhetridge, Ed.D.
Secretary to the Governing Board
Cabrillo Unified School District

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MEMORANDUM

MEETING DATE: February 15, 2024
TO: Members of the Governing Board
FROM: Bianca Forrester, M.A.Ed., Director of Personnel and Pupil Services
James Barnes, Coordinator of Student Services and Special Projects
CATEGORY: Consent/Action
ITEM TITLE: Approval of Half Moon Bay High Future Farmers of America Field Trip to Regional LDE Competition & State Degree Ceremony, Eureka, California, March 4-6, 2024

BACKGROUND INFORMATION

Board Policy 6153 allows the Governing Board to permit students to participate in field trips.

Hana Lani Hanson and Gayle Smith, teachers/advisors of the Half Moon Bay High School Future Farmers of America, are requesting that the Governing Board approve a field trip to Eureka, California, on March 4-6, 2024, to attend the Regional LDE Competition & State Degree Ceremony at Fortuna HS. Approximately five students will be chaperoned by a minimum of two certificated staff members. The group will travel from Half Moon Bay to Eureka by Agricultural Department vehicles. They will be staying at the Holiday Inn Express, 815 Wabash Ave, Eureka, CA 95501, 888-465-4329.

FISCAL ANALYSIS

This field trip is funded by an agricultural grant.

RECOMMENDATION

Approve as submitted.

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MEMORANDUM

MEETING DATE: February 15, 2024
TO: Members of the Governing Board
FROM: Bianca Forrester, M.A.Ed., Director of Personnel and Pupil Services
James Barnes, Coordinator of Student Services and Special Projects
CATEGORY: Consent/Action
ITEM TITLE: Approval of Half Moon Bay High Future Farmers of America Field Trip to 96th Annual State FFA Leadership Conference, Sacramento, California, March 20-24, 2024

BACKGROUND INFORMATION

Board Policy 6153 allows the Governing Board to permit students to participate in field trips.

Gayle Smith and Hana Lani Hanson, teachers/advisors of the Half Moon Bay High School Future Farmers of America, are requesting that the Governing Board approve a field trip to Sacramento, California, on March 20-24, 2024, to attend the 96th Annual State FFA Leadership Conference. Approximately 29 students will be chaperoned by a minimum of two certificated staff members and approximately three additional adults. The group will travel from Half Moon Bay to Sacramento by Agricultural Department vehicles. They will be staying at the Hyatt Regency Sacramento, 1209 L. St., Sacramento, CA 95814, 916-443-1234.

FISCAL ANALYSIS

This field trip is funded by an agricultural grant.

RECOMMENDATION

Approve as submitted.

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MEMORANDUM

MEETING DATE: February 15, 2024
TO: Members of the Governing Board
FROM: Bianca Forrester, M.A. Ed., Director of Personnel and Pupil Services
James Barnes, Coordinator of Student Services and Special Projects
CATEGORY: Consent/Action
ITEM TITLE: Approval of Comprehensive School Safety Plans

BACKGROUND INFORMATION

Education Code Sections 32280–32289.5: *Comprehensive School Safety Plans* require a school district to have each school site develop and maintain a Comprehensive School Safety Plan designed to address campus risks, prepare for emergencies, and create a safe, secure learning environment for students and school personnel.

The law requires designated stakeholders to annually engage in a systematic planning process to develop strategies and policies to prevent and respond to potential incidents involving emergencies, natural and other disasters, hate crimes, violence, active assailants/intruders, bullying and cyberbullying, discrimination and harassment, child abuse and neglect, discipline, suspension and expulsion, and other safety aspects.

Each site must create and have its Safety Planning Committee/School Site Council approve the site's plan by March 1 of each year. These annual plans are iterative and evolving, and their contents reflect the training staff receives in the Big Five school and community safety protocols that guide our drills in all San Mateo County schools. All CUSD sites are required to submit their approved plans to the CUSD Student Services department by that date. Each plan will then be submitted to the San Mateo County Office of Education.

Per Education Code, the Cabrillo Unified Governing Board will be informed of the approval status of each School Safety Plan in a regularly scheduled session before October 15, 2024.

All School Safety Plans have been approved by their respective Safety Planning Committees/School Site Councils. See the link to the Comprehensive Safety Plans 2024:

- Hatch Elementary School
- El Granada Elementary School
- Farallone View Elementary School
- Kings Mountain Elementary School
- Cunha Middle School
- Half Moon Bay High School
- Pilarcitos High School

FISCAL ANALYSIS

There is no financial impact to the General Fund.

RECOMMENDATION

Approve as submitted.

CABRILLO UNIFIED SCHOOL DISTRICT

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SUPERINTENDENT
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MEMORANDUM

MEETING DATE: February 15, 2024
TO: Members of the Governing Board
FROM: Bianca Forrester, Director Personnel and Pupil Services
Martha Ladd, Director of Educational Support Services
CATEGORY: Consent/Action
ITEM TITLE: Approval of the Memorandum of Understanding (MOU) for our Mental Health Partnership with StarVista's Strengthen Our Youth Program

BACKGROUND INFORMATION

StarVista is a community-based organization that provides counseling, case management, crisis management programs, and other services and programs that support our youth and families in San Mateo County. One of the programs being offered to Half Moon Bay High School is a counselor from StarVista's Strengthen Our Youth Program (SOY). This program covers professional counseling, education, and prevention services to students at Half Moon Bay High School campus.

The MOU outlines the partnership between the School District and StarVista. The significant considerations of this MOU are that the District will provide space for counseling to take place and StarVista will provide a professional counselor to provide services for 20-30 hours per week.

FISCAL ANALYSIS

There is no financial impact to the General Fund.

RECOMMENDATION

Approve the MOU with StarVista to re-implement the SOY program on Half Moon Bay High School campus.

MEMORANDUM OF UNDERSTANDING BETWEEN STARVISTA AND THE CABRILLO UNIFIED SCHOOL DISTRICT (CUSD) TO HOUSE A MENTAL HEALTH CLINICIAN FROM THE STRENGTHEN OUR YOUTH PROGRAM (SOY) AT HALF MOON BAY HIGH SCHOOL AND TO COORDINATE ACTIVITIES BETWEEN SOY AND CUSD.

RECITALS

This Memorandum of Understanding (MOU) is a binding agreement, effective on January 29, 2024 and ending on June 30, 2024, by and between StarVista and the Cabrillo Unified School District (CUSD)

A. StarVista and CUSD desire to create a collaborative working relationship.

B. Provision of services by StarVista under this Agreement establishes mental health services on-site within the Cabrillo Union School District. The specific school assignment, Half Moon Bay High School, is identified based on a separate contract between StarVista and San Mateo County (County Agreement) (County Agreement attached as Exhibit A).

C. StarVista and CUSD agree to operate under the terms and conditions set forth in this Agreement.

AGREEMENT

A. Services & Obligations

1. StarVista Strengthen Our Youth Program (SOY) Obligations

    a. StarVista will hire, train, and supervise the SOY Mental Health Clinicians (SOY Clinicians).
    b. StarVista will ensure all hiring criteria and procedures, including fingerprint clearance and criminal background checks, are met by SOY Clinicians.
    c. StarVista will provide necessary therapeutic and office supplies, materials and equipment for the SOY Clinicians.
    d. The SOY Clinicians will be onsite at Half Moon Bay High School (HMBHS) 3-4 days per week, for a total of 30 hours , with the exception of program or agency meetings, training, supervision, sick days, vacation, and school holidays. The SOY Clinicians shall provide notification to HMBHS's Wellness Team via email or phone of these absences with as much notice as possible.
    e. The SOY Clinicians will sign in and out of the front office when arriving and leaving campus for emergency tracking purposes. The SOY Clinicians will ensure that the front office has their updated emergency contact information at the start of each school year.
    f. StarVista's Program Manager will participate in meetings with Half Moon Bay High School staff as needed in order to:

i. Maintain open communication regarding program processes, projects, and objectives, as well as to resolve any concerns as they arise.
ii. Discuss staff activities and develop areas for collaboration.
iii. Support ongoing growth and development of SOY staff.

g. StarVista will engage in conflict resolution if any issues arise as follows:
    i. Direct problem solving between involved parties as evidenced by the following:
        - When the SOY Clinician recognizes that an interpersonal conflict exists, they should take steps to address the concern directly with the other person/persons involved and try to reach a mutually acceptable resolution.
    ii. Involve agency directors as follows:
        - If the previous step does not result in the resolution of concerns, the agency's Program Manager and/or Department Director and School Principal should work together with involved staff members to address and resolve the problem.
h. For any requests that are made of the SOY Clinician that are outside of the role defined in this MOU, the Program Manager must be involved in all communication.
i. In collaboration with the Wellness Team, the SOY Clinicians will establish a referral process for HMBHS students to be referred to the SOY Clinicians. See attached referral SOY referral form. HMBHS shall provide the contact information necessary to reach the family.
j. The SOY Clinician will have the student and/or parent/guardian sign a consent form that permits student to be seen by the SOY Clinician.
k. The SOY Clinician will have the student and/or parent/guardian sign a Release of Information, which will:

    i. Allow HMBHS to receive information regarding student attendance at mental health sessions;
    ii. Allow a mutual exchange of information between the SOY Clinician and HMBHS regarding the student's mental health needs, academic performance, behavioral reports/discipline, and attendance/tardiness. Such information exchange will be limited to that information necessary to enable HMBHS to provide students with the academic and other support needed and available to students.
l. If a student and/or parent does not consent to the sharing of information with HMBHS, that student will not be able to receive services from the SOY Clinician and will be referred to a CUSD mental health provider.

2. SOY Services

The SOY Clinician will:

a. Accept student referrals made to the SOY Clinician by the HMBHS Wellness Team.
b. Screen referred students for risk factors and issues that impact social and emotional functioning in their home and school setting including, but not limited to attendance, academics, behavior concerns, family and social issues, mental health concerns, and self-esteem concerns. Complete a psychosocial assessment and create a treatment plan based on the assessment.
c. Provide short-term or long-term clinical treatment based on the treatment plan including, but not limited to individual, family, and/or group therapy and assist the student/family in meeting the treatment goals before closing a case.
d. Refer to outside resources, as appropriate, for needs that either require higher levels of care or specialty treatment, to meet treatment plan goals. The SOY Clinician will facilitate these referrals and transfer of services.
e. Provide on-site school crisis intervention as needed through counseling, intervention, and support transition to Psychiatric Emergency Services.
f. Provide mental health workshops that focus on topics such as Mindfulness, Self-Esteem, Peer Relationships, etc., as needed to classrooms at Half Moon Bay High School.
g. Develop a collaborative working relationship with staff and partners at Half Moon Bay High School by attending staff meetings or any other related District and school site meetings to provide information about SOY services as needed.

3. CUSD Obligations

CUSD/Half Moon Bay High School will:

a. Provide appropriate, confidential workspace, furnished with chairs, tables, and telephone for the SOY clinician, during the days the clinician is on campus and working with a student.
b. Provide appropriate and accessible storage for SOY supplies and materials.
c. Provide locking file cabinets for SOY Clinician to store files. If no storage can be provided, CUSD staff must alert the StarVista Program Manager immediately so StarVista can provide one. A copy of the key for the filing cabinet should be available to SOY staff at all times.
d. Develop a collaborative working relationship with SOY staff through the following:
    i. *Administration, Wellness Team, School Psychologists and School Counselors,* and other appropriate school staff shall coordinate and facilitate weekly or bi-monthly meetings to discuss potential referrals to the SOY Clinician.

ii. *Wellness Team* referring students to the SOY Clinician will be available as needed to discuss the reason for referral, ongoing concerns, or crisis situations

iii. *Wellness Team* shall make client referrals to the SOY Clinician by using the agreed upon referral process (see Addendum) and identifying students who are at risk of involvement with one or more of the following systems:

- Children and Family Services, within the Health and Human Services Department
- Juvenile Justice and/or law enforcement
- Psychiatric Emergency Services to assist with mental health crises
- U.S. Immigration and Customs Enforcement

iv. School staff shall assist the SOY Clinician when supporting students who are in an active crisis by contacting the appropriate emergency services.

v. School administrative staff shall include StarVista's School-Based Services Program Manager in any communications related to problems with service delivery or case administration.

e. With requisite Release of Information noted above in Section A.1.l.ii., CUSD/Half Moon Bay High School shall share data related to students seen by the SOY Clinician. The data provided shall focus specifically on:
   i. Academic Performance
   ii. Behavioral Reports/Discipline
   iii. Attendance/Tardiness
   iv. Written/Typed examples of how SOY services have had an impact on the school.

f. CUSD/Half Moon Bay High School shall determine the best method to provide the aforementioned data, whether by providing read-only access to electronic records or school administration preparing aggregate data on the students seen by the SOY Clinician.

g. Half Moon Bay High School Principal and/or CUSD Clinical Supervisor/Coordinator of Mental Health Services overseeing counseling will meet with StarVista's School-Based Services Program Manager/Coordinator and SOY Clinician as needed in order to:
   i. Maintain open communication regarding program processes, projects, and objectives, as well as to resolve any concerns as they arise.
   ii. Discuss staff activities and develop areas for collaboration.
   iii. Support ongoing growth and development of SOY staff.

h. Engage in conflict resolution if any issues arise as follows:
   i. Direct problem solving between involved parties as evidenced by the following:
      - When school staff members recognize that an interpersonal conflict exists, they should take steps to address the concern

directly with the other person/persons involved and try to work out a mutually acceptable resolution.

ii. Involvement of agency directors as follows:

- If the previous step does not result in the resolution of concerns, the agency's Program Manager and/or Department Director and School Principal should work together with involved staff members to address and resolve the problem.

B. Insurance Requirements

StarVista, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the operation of its program authorized pursuant to this Memorandum of Understanding by StarVista and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, StarVista shall provide Certificates of Insurance indicating that StarVista has obtained or currently maintains insurance that meets the requirements of this section and under forms of insurance satisfactory, in all respects, to CUSD. StarVista shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be borne solely by StarVista. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

1. Workers' Compensation. StarVista shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by StarVista. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS ($1,000,000.00) per accident. In the alternative, StarVista may rely on a self- insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely at the discretion of CUSD. The insurer, if insurance is provided, or StarVista, if a program of self-insurance is provided, shall waive all rights of subrogation against CUSD and its officers, employees, and volunteers for loss arising from work performed under this Agreement.
2. Commercial General Insurance.
3. General Requirements: StarVista, at its own cost and expense, shall maintain commercial general for the term of this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance form or other forms with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage

to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4. Minimum Scope of Coverage: Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.
5. Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:
    a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
    b. Any failure of StarVista to comply with reporting provisions of the policy shall not affect coverage provided to CUSD and its officers, employees, agents, and volunteers.
6. All Policies Requirements.
    a. Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A: VII.
    b. Verification of coverage. Prior to beginning any work under this Agreement, StarVista shall furnish CUSD with complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.
    c. Notice of reduction in or cancellation of coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CUSD. In the event that any coverage required by this section is reduced, limited, canceled, or materially affected in any other manner, StarVista shall provide written notice to CUSD at the earliest possible opportunity and in no case later than ten (10) working days after StarVista is notified of the change in coverage.
    d. Additional insured; primary insurance. CUSD and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of StarVista, including the insured's general supervision of StarVista; products and completed operations of StarVista, as applicable; premises owned, occupied, or used by StarVista and automobiles owned, leased, or used by the StarVista in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to CUSD or its officers, employees, agents, or volunteers.

i. A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to CUSD and its officers, officials, employees, and volunteers and that no insurance or self-insurance maintained by CUSD shall be called upon to contribute to a loss under the coverage.

e. Deductibles and Self-Insured Retentions. StarVista shall disclose to and obtain the approval of CUSD for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

7. Variation. CUSD may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms. CUSD interests are otherwise fully protected.

C. Indemnification And Consultant's Responsibilities.

StarVista shall indemnify, defend with counsel selected by CUSD and hold harmless CUSD and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of StarVista or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of StarVista shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of CUSD or its officers, employees, agents, or volunteers and (2) the actions of StarVista or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of StarVista to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by CUSD insurance certificates and endorsements required under this Agreement does not relieve StarVista from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, StarVista acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

D. Terms of Agreement

This Agreement shall be effective on January 29, 2024 through June 30, 2024 , unless Agreement is terminated at an earlier date pursuant to the terms within this Agreement.

E. Termination of Agreement

If either party desires to terminate this agreement, the other party must be informed of this request with at least thirty (30) days written notice.

F. Waiver

No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

G. Governing Law

This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of San Mateo.

H. Amendment

No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by both StarVista and CUSD.

I. Entire Agreement

This Agreement constitutes the complete and exclusive statement of the Agreement between StarVista and CUSD. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on all parties

IN WITNESS WHEREOF, StarVista and CUSD have executed this Agreement as of the date indicated on page one (1).

StarVista	Cabrillo Unified School District
By Sara Mitchell, Chief Executive Officer	By _____
Signature _____	Signature _____
Date _____	Date _____

CABRILLO UNIFIED SCHOOL DISTRICT

498 Kelly Avenue, Half Moon Bay, California 94019 • 650 712-7100 • Fax 650 726-0279 • www.cabrillo.k12.ca.us

SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Carmen Daniel
Kimberly Hines
Sophia Layne

EXHIBIT D
FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Independent Consultant Agreement for Services ("Agreement") between the Cabrillo Unified School District ("District") and _____ ("Consultant"):

One of the boxes below must be checked with regard to Consultant and Consultant's personnel (officers, principals, paid or unpaid employees, volunteers, agents, subtenants and subcontractors of Consultant who will provide services under the Agreement) ("Consultant's Personnel") and the arrangements verified by an authorized representative of District prior to commencement of the Agreement.

□ Fingerprinting/Background Check requirements do not apply because Consultant/Consultant's Personnel will not have any interaction with District pupils based on the type of service being provided, the location at which services will be provided, or for other reason (Specify):

_____

□ Consultant/Consultant's Personnel qualify for a waiver of fingerprint/criminal background check requirements on the following basis:

___ The services provided by Consultant/Consultant's Personnel are for an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable. [Ed. Code, §45125.1(b)]

___ Consultant/Consultant's Personnel will have no interaction with District pupils that is not under the immediate supervision and control of the pupil's parent/guardian. Enter details of parental supervision:

_____

_____

___ Consultant/Consultant's Personnel will have no interaction with pupils that is not under the immediate supervision and control of a District employee who has been properly fingerprinted and undergone background checks. Enter details of District employee supervision arrangements:

_____

_____

□ Consultant is a sole proprietor who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee, and in accordance with the fingerprinting requirements of Education Code section 45125.1(h), hereby agrees to the District's preparation and submission of fingerprints so that the California Department of Justice may determine (A) that Consultant has not been

convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work or action under the Agreement shall commence until the Department of Justice ascertains that Consultant has not been convicted of a felony as defined in Government Code Section 45122.1.

□ Consultant is not a sole proprietor and has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's Personnel who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee during the term of the Agreement, and the California Department of Justice has determined (A) that none of Consultant's Personnel has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). **When the Consultant performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information** it receives to the District pursuant to the subsequent arrest service. A complete and accurate list of Consultant's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto. No work or action under the Agreement shall commence until the Department of Justice ascertains that none of Consultant's Personnel has been convicted of a felony as defined in Government Code Section 45122.1.

CONSULTANT CERTIFICATION

I am a representative of the Consultant entering into this Agreement with the District, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the Consultant. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Consultant's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all Consultant's Personnel throughout the duration of the Agreement. **A list of Consultant's Personnel is attached hereto as Attachment A.**

Date: _____

Consultant: _____

Signature: _____

Print Name: _____

Title: _____

ATTACHMENT "A" to FINGERPRINT CERTIFICATION

Consultant's Personnel

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of personnel, attach additional copies of this page.

SLS Counseling Referral 2023/2024

CUSD's School Linked Services (SLS) Counseling Program provides short-term (8-10 weeks) counseling and case management to students of the Cabrillo Unified School District. The SLS Counseling Program is a school-based, comprehensive mental health service provided through a multi-tiered system of support (MTSS).

Access to mental health services and supports in the school increase the likelihood of improved relationships, increase problem solving skills, increased resiliency and ultimately increase the child's academic potential.

Please allow 1-2 weeks for your referral to be processed. You will be notified with regards to the status of the counseling assignment. If you have any questions, please contact Caroline Morton at mortonc@cabrillo.k12.ca.us

* Indicates required question

1. Email *

2. Student First and Last Name *

3. Reason for Referral *

4. Grade *

Mark only one oval.

- ◯ Pre-K
- ◯ Kindergarten
- ◯ 1st
- ◯ 2nd
- ◯ 3rd
- ◯ 4th
- ◯ 5th
- ◯ 6th
- ◯ 7th
- ◯ 8th
- ◯ 9th
- ◯ 10th
- ◯ 11th
- ◯ 12th

5. Student's Preferred Language *

_____

6. Ethnicity *

Mark only one oval.

- ◯ Caucasian
- ◯ African-American
- ◯ Hispanic
- ◯ Pacific Isander
- ◯ Asian
- ◯ Option 6

7. Current IEP? *

Mark only one oval.

- Yes
- No

8. If YES with IEP, who is student's case manager?

_____

9. Current 504? *

Mark only one oval.

- Yes
- No

10. Have parent(s) been notified and given verbal consent to counseling? *

Mark only one oval.

- Yes
- No

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Google Forms

CABRILLO UNIFIED SCHOOL DISTRICT

498 Kelly Avenue, Half Moon Bay, California 94019 • 650 712-7100 • Fax 650 726-0279 • www.cabrillo.k12.ca.us

SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Carmen Daniel
Kimberly Hines
Sophia Layne

MEMORANDUM

MEETING DATE: February 15, 2024
TO: Members of the Governing Board
FROM: Bianca Forrester, M.A. Ed., Director of Personnel and Pupil Services
CATEGORY: Consent/Action
ITEM TITLE: Approval of the 2024-25 and 2025-26 CUSD Student/Teacher Calendars

BACKGROUND INFORMATION

Representatives of Cabrillo Unified Teachers Association (CUTA) and California School Employees Association (CSEA) jointly collaborated on the CUSD 2024-25 and 2025-26 Student/Teacher calendars with CUSD leaders in a newly formed CUSD Calendar Committee. Members of both associations voted on and ratified the calendars.

REPORT/PROPOSAL

The enclosed 2024-25 and 2025-26 Student/Teacher Calendars represent agreements made between representatives of CSEA, CUTA, CUSD district leadership, and CUSD Parent Teacher Organizations. The calendars are now presented to the Governing Board for approval. Pending final approvals of these calendars, CUSD staff and families will be notified accordingly, and the calendars will also be placed on the CUSD website.

FINANCIAL IMPACT

There is no financial impact to the General Fund.

RECOMMENDATION

Approve the 2024-25 and 2025-26 CUSD Student/Teacher Calendars.

CABRILLO UNIFIED SCHOOL DISTRICT

STUDENT/TEACHER CALENDAR

DRAFT

2024-2025

★ First Day for All Students ..... Aug. 15
★ Last Day of 1st Semester -Minimum Day .... Dec. 20
★ Last Day for Students -Minimum Day ..... June 5

Elementary Schools Trimesters:
▲ End of First Trimester (60 days) ..... Nov. 8
▲ End of Second Trimester (57 days) ..... Feb. 28
★ End of Third Trimester (63 days) ..... June 5

Cunha Intermediate School/HMBHS/Pilarcitos HS:
■ End of First Quarter (41 days) ..... Oct. 11
■ End of Second Quarter (43 days) ..... Dec. 20
■ End of Third Quarter (43 days) ..... Mar. 14
★ End of Fourth Quarter (53 days) .....June 5

Total Student Days ..... 180 days
Total Teacher Days ..... 185 days

LEGAL HOLIDAYS: H (Actual) = Non-School Days
Independence Day ..... July 4
Labor Day ..... Sept. 2
Veterans Day Observed ..... Nov. 11
Thanksgiving Day ..... Nov. 28
Day after Thanksgiving ..... Nov. 29
Federal Holiday Observed ..... Dec. 24-25
New Year's Day ..... Jan. 1
Martin Luther King Day ..... Jan. 20
President Days Observed* ..... Feb. 17 & 21
Friday of Spring Vacation* ..... Apr. 18
Memorial Day ..... May 26
Juneteenth Day** ..... June 19

* Board Adopted Holidays
** Limited to employees who work that day

BOARD ADOPTED SCHOOL RECESSES/NON-SCHOOL DAYS: X = Non-School Days
October Non-School Day ..... October 21
Thanksgiving Recess ..... Nov. 25 to Nov. 29
Winter Recess ..... Dec. 23 to Jan. 3
Presidents' Week ..... Feb. 17 to Feb. 21
Spring Recess ..... Apr. 14-18

PARENT CONFERENCE / REPORT CARDS
Elementary Schools:
Conferences - Minimum Days ..... Oct. 7-Oct. 11
Conferences - Minimum Days ..... Mar. 10-Mar. 14
Cunha Intermediate School:
Conferences - Minimum Days ..... Oct. 29-Nov. 1

STAFF DEVELOPMENT: SD = Minimum Day for Students

Aug. 12 (Non-school for students)

Sept. 13	Oct. 18	Jan. 31
Feb. 28	Mar. 28	Apr. 25

TEACHER WORK DAYS: W = Non-School Days for Students

Aug. 13 & 14	Jan. 6	June 6

JULY 2024

S	M	T	W	T	F	S
	1	2	3	4 H	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST 2024 — 12 days

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12 SD	13 W	14W	15 ★	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER 2024 — 20 days

S	M	T	W	T	F	S
1	2 H	3	4	5	6	7
8	9	10	11	12	13 SD	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER 2024 — 22 days

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11 ■	12
13	14	15	16	17	18 SD	19
20	21 X	22	23	24	25	26
27	28	29	30	31		

NOVEMBER 2024 — 15 days

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8 ▲	9
10	11 H	12	13	14	15	16
17	18	19	20	21	22	23
24	25 X	26 X	27 X	28 H	29 H	30

DECEMBER 2024 — 15 days

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20 ■	21
22	23 X	24 H	25 H	26 X	27 X	28
29	30 X	31 X				
31						

JANUARY 2025 — 18 days

S	M	T	W	T	F	S
			1 H	2 X	3 X	4
5	6 W	7	8	9	10	11
12	13	14	15	16	17	18
19	20 H	21	22	23	24	25
26	27	28	29	30	31 SD	

FEBRUARY 2025 — 15 days

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17H	18 X	19 X	20X	21 H	22
23	24	25	26	27	28 SD	

MARCH 2025 — 21 days

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14 ■	15
16	17	18	19	20	21	22
23	24	25	26	27	28 SD	29
30	31					

APRIL 2025 — 17 days

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14 X	15 X	16 X	17 X	18 H	19
20	21	22	23	24	25 SD	26
27	28	29	30			

MAY 2025 — 21 days

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26 H	27	28	29	30	

JUNE 2025 — 4 days

S	M	T	W	T	F	S
1	2	3	4	5 ★	6 W	7
8	9	10	11	12	13	15
15	16	17	18	19 H	20	21
22	23	24	25	26	27	28
29	30					

CABRILLO UNIFIED SCHOOL DISTRICT

STUDENT/TEACHER CALENDAR

DRAFT

2025-2026

JULY 2025

S	M	T	W	T	F	S
		1	2	3	4 H	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST 2025 — 12 days

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11 SD	12 W	13W	14 ★	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER 2025 — 21 days

S	M	T	W	T	F	S
	1 H	2	3	4	5	6
7	8	9	10	11	12 SD	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER 2025 — 22 days

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10 ■	11
12	13	14	15	16	17 SD	18
19	20 X	21	22	23	24	25
26	27	28	29	30	31 ▲	

NOVEMBER 2025 — 14 days

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11 H	12	13	14	15
16	17	18	19	20	21	22
23	24 X	25 X	26 X	27 H	28 H	29
30						

DECEMBER 2025 — 15 days

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19 ■	20
21	22 X	23 X	24 H	25 H	26 X	27
28	29 X	30 X	31 X			

★ First Day for All Students ..... Aug. 14
★ Last Day of 1st Semester -Minimum Day .... Dec. 19
★ Last Day for Students -Minimum Day ..... June 4

Elementary Schools Trimesters:
▲ End of First Trimester (55 days) ..... Oct. 31
▲ End of Second Trimester (62 days) ..... Feb. 27
★ End of Third Trimester (63 days) ..... June 4

Cunha Intermediate School/HMBHS/Pilarcitos HS:
■ End of First Quarter (41 days) ..... Oct. 10
■ End of Second Quarter (43 days) ..... Dec. 19
■ End of Third Quarter (48 days) ..... Mar. 20
★ End of Fourth Quarter (48 days) ..... June 4

Total Student Days ..... 180 days
Total Teacher Days ..... 185 days

LEGAL HOLIDAYS: H (Actual) = Non-School Days
Independence Day ..... July 4
Labor Day ..... Sept. 1
Veterans Day Observed ..... Nov. 11
Thanksgiving Day ..... Nov. 27
Day after Thanksgiving ..... Nov. 28
Federal Holiday Observed ..... Dec. 24-25
New Year's Day ..... Jan. 1
Martin Luther King Day ..... Jan. 19
President Days Observed* ..... Feb. 16 & 20
Friday of Spring Vacation* ..... Apr. 18
Memorial Day ..... May 25
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October Non-School Day ..... October 20
Thanksgiving Recess ..... Nov. 24 to Nov. 28
Winter Recess ..... Dec. 22 to Jan. 5
Presidents' Week ..... Feb. 16 to Feb. 20
Spring Recess ..... Apr. 13-17

PARENT CONFERENCE / REPORT CARDS
Elementary Schools:
Conferences - Minimum Days ..... Oct. 6-10
Conferences - Minimum Days ..... Mar. 9-13
Cunha Intermediate School:
Conferences - Minimum Days ..... Oct. 28-31

STAFF DEVELOPMENT: SD = Minimum Day for Students

Aug. 11 (Non-school for students)
Sept. 12 — Oct. 17 — Jan. 30
Feb. 27 — Mar. 27 — Apr. 24

TEACHER WORK DAYS: W = Non-School Days for Students

Aug. 12 & 13 — Jan. 5 — June 5

JANUARY 2026 — 18 days

S	M	T	W	T	F	S
				1 H	2 X	3
4	5 W	6	7	8	9	10
11	12	13	14	15	16	17
18	19 H	20	21	22	23	24
25	26	27	28	29	30 SD	31

FEBRUARY 2026 — 15 days

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16H	17 X	18 X	19X	20 H	21
22	23	24	25	26	27 SD	28

MARCH 2026 — 22 days

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20 ■	21
22	23	24	25	26	27 SD	28
29	30	31				

APRIL 2026 — 17 days

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13 X	14 X	15 X	16 X	17 H	18
19	20	21	22	23	24 SD	25
26	27	28	29	30		

MAY 2026 — 20 days

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25 H	26	27	28	29	30
31						

JUNE 2026 — 4 days

S	M	T	W	T	F	S
	1	2	3	4 ★	5 W	6
7	8	9	10	11	12	13
14	15	16	17	18	19 H	20
21	22	23	24	25	26	27
28	29	30				

CABRILLO UNIFIED SCHOOL DISTRICT

498 Kelly Avenue, Half Moon Bay, California 94019 • 650 712-7100 • Fax 650 726-0279 • www.cabrillo.k12.ca.us

SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Carmen Daniel
Kimberly Hines
Sophia Layne

MEMORANDUM

MEETING DATE: February 15, 2024
TO: Members of the Governing Board
FROM: Bianca Forrester, M.A. Ed., Director of Personnel and Pupil Services
CATEGORY: Consent/Action
ITEM TITLE: Approval of the Certificated Personnel Report

BACKGROUND INFORMATION

The following personnel items are submitted for your ratification/approval.

1. RESIGNATION

Sean McPhetridge, Superintendent, Cabrillo Unified School District, effective July 12, 2024.

FISCAL ANALYSIS

The financial impact is included in the budget.

RECOMMENDATION

Approve as submitted.

CABRILLO UNIFIED SCHOOL DISTRICT

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MEMORANDUM

MEETING DATE: February 15, 2024
TO: Members of the Governing Board
FROM: Bianca Forrester, M.A. Ed., Director of Personnel and Pupil Services
CATEGORY: Consent/Action
ITEM TITLE: Approval of the Classified Personnel Report

BACKGROUND INFORMATION

The following personnel items are submitted for your ratification/approval.

1. RESIGNATION

J Jesús Contreras, Deputy Superintendent of Business Services, Cabrillo Unified School District, effective July 30, 2024.

Esmeralda Hernandez-Ambriz, Paraprofessional Special Education II, Hatch Elementary School, effective February 16, 2024.

FISCAL ANALYSIS

The financial impact is included in the budget.

RECOMMENDATION

Approve as submitted.

CABRILLO UNIFIED SCHOOL DISTRICT

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MEMORANDUM

MEETING DATE: February 15, 2024
TO: Members of the Governing Board
FROM: J Jesús Contreras, Ed., Deputy Superintendent of Business Services
CATEGORY: Consent/Information
ITEM TITLE: CUSD Enrollment Report

BACKGROUND INFORMATION

Funding for school districts is directly related to the number and type of students each district serves. Under the Local Control Funding Formula (LCFF) funding mechanism, funding targets are based on student characteristics and overall enrollment. The LCFF funding targets consist of grade span-specific base grants plus supplemental and concentration grants that are calculated based on student demographic factors. The chart presented depicts the CUSD enrollment and is provided for information purposes only.

FISCAL ANALYSIS

Enrollment data is entered into the LCFF calculator for funding purposes.

RECOMMENDATION

Receive the CUSD Enrollment Report as submitted.

CABRILLO UNIFIED SCHOOL DISTRICT
2023-2024 SCHOOL YEAR
ENROLLMENT REPORT

School Month No. **6** **Date:** **1/26/2024**

Grade	El Granada	Farallone View	Hatch	Kings Mountain	Cunha	Half Moon Bay High	Pilarcitos	Home & Independent Study	TOTALS
TK	38	0	24	0	-	-	-	0	62
K	59	25	97	10	-	-	-	0	191
1	49	24	94	9	-	-	-	0	176
2	43	23	84	9	-	-	-	0	159
3	52	30	86	4	-	-	-	0	172
4	48	23	80	3	-	-	-	0	154
5	51	30	82	9	-	-	-	1	173
6	-	-	-	-	162	-	-	0	162
7	-	-	-	-	191	-	-	0	191
8	-	-	-	-	192	-	-	0	192
9	-	-	-	-	-	214	0	1	215
10	-	-	-	-	-	256	1	3	260
11	-	-	-	-	-	238	13	4	255
12	-	-	-	-	-	268	20	8	296
TOTAL ENROLLMENT	**340**	**155**	**547**	**44**	**545**	**976**	**34**	**17**	**2658**
Total Enrollment as of 01/20/23	323	162	532	53	578	1012	27	24	2711
Difference between 01/20/23 Total Enrollment and 01/26/24 Total Enrollment	**17**	**-7**	**15**	**-9**	**-33**	**-36**	**7**	**-7**	**-53**
Total Enrollment as of 12/23/2023	340	156	545	43	540	979	37	14	2654
Difference between 12/23/23 Total Enrollment and 01/26/24 Total Enrollment	**0**	**-1**	**2**	**1**	**5**	**-3**	**-3**	**3**	**4**

CABRILLO UNIFIED SCHOOL DISTRICT

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MEMORANDUM

MEETING DATE: February 15, 2024
TO: Members of the Governing Board
FROM: J Jesús Contreras, Ed.D., Deputy Superintendent of Business Services
CATEGORY: Consent/Action
ITEM TITLE: Approval of Donations to Cabrillo Unified School District

BACKGROUND INFORMATION

The Governing Board routinely reviews the monthly donation reports.

REPORT/PROPOSAL

Pursuant to Governing Board Policy 3290, the Governing Board is to accept donations on behalf of the district or any school in the district.

FISCAL ANALYSIS

There is no financial impact to the General Fund.

RECOMMENDATION

Approve as submitted.

February 15, 2024 Board Meeting
Summary Site Donations

Site	Items	Donor	Amount	Site Total Donations
HMBHS	Money for the Cougar Pride Wresting & Coastside Running Club Scholarships	Omar Droubi	$1,000	
HMBHS	Money for the Cougar Pride Wrestling Scholarship	High Point Roofing Services	$150	
HMBHS	Money for the Seth Koller Scholarship	Sharon E. Williams	$100	
HMBHS	Money for the Coastside Running Club Scholarship	Margaret Branick-Abilla	$50	
				$1,300

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MEMORANDUM

MEETING DATE: February 15, 2024
TO: Members of the Governing Board
FROM: J Jesús Contreras, Ed.D., Deputy Superintendent of Business Services
CATEGORY: Consent/Action
ITEM TITLE: Approval of Warrant Register Report Processed from January 1, 2024–January 31, 2024

BACKGROUND INFORMATION

In alignment with Education Code 52631, Cabrillo USD presents all payments from the funds of the CUSD on forms prescribed by the San Mateo County Superintendent of Schools (Financial 2000). Staff hereby presents to the CUSD Board the warrants processed from January 1, 2024–January 31, 2024.

FISCAL ANALYSIS

The register of warrants processed by the CUSD indicates all CUSD financial activity.

RECOMMENDATION

Approve as submitted.

ACCOUNTS PAYABLE WARRANT/EFT REPORT

Report Cover Sheet

General Settings

Report Name	ACCOUNTS PAYABLE WARRANT/EFT REPORT
Printed	2/2/2024 9:54:29 AM
District	41
Logon	MarshJ
Fiscal Year	2024

Options

Report Title	WARRANT REGISTER 01/01/24-01/31/24

Sorting

Sort By	Warrant/EFT#

Filters

Payment Type	District
Form of Payment	ALL
From Date Paid	01/01/2024
To Date Paid	01/31/2024
Year	2024
District	41

WARRANT REGISTER 01/01/24-01/31/24
41 Cabrillo Unified School District **Fiscal Year: 2024**

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
W-908559	011810-01 ANDRADE, ITALI	01/09/2024	57.64	TC240054-001	57.64	01-6500-0-5750-1190-5200-730	DEC.23 MILEAGE
W-908560	008058-05 AT&T	01/09/2024	1,495.35	PO240216-004	1,495.35	01-0000-0-0000-8205-5901-720	8416554801, ACCT
W-908561	012096-01 CADDELL FLEET SE	01/09/2024	200.00	PO240655-001	200.00	01-9723-0-0000-3600-5603-788	120523
W-908562	009206-01 CAPITAL ONE TRAD	01/09/2024	900.28	PO240059-008	75.90	01-8150-0-0000-8110-4300-780	G97655
			900.28	PO240059-009	13.49	01-8150-0-0000-8110-4300-780	G97831
			900.28	PO240059-010	42.56	01-8150-0-0000-8110-4300-780	H09031
			900.28	PO240059-011	139.16	01-8150-0-0000-8110-4300-780	H08963
			900.28	PO240059-012	18.67	01-8150-0-0000-8110-4300-780	H09126
			900.28	PO240059-013	33.23	01-8150-0-0000-8110-4300-780	K73869
			900.28	PO240059-014	26.97	01-8150-0-0000-8110-4300-780	K73901
			900.28	PO240059-015	90.38	01-0000-0-0000-8220-4300-785	H11306
			900.28	PO240059-016	26.24	01-0000-0-0000-8220-4300-785	I81457
			900.28	PO240059-017	12.46	01-8150-0-0000-8110-4300-780	K74239
			900.28	PO240059-019	31.13	01-8150-0-0000-8110-4300-780	H11782
			900.28	PO240059-020	46.71	01-8150-0-0000-8110-4300-780	H12239
			900.28	PO240059-021	5.80	01-8150-0-0000-8110-4300-780	H13337
			900.28	PO240059-022	6.21	01-8150-0-0000-8110-4300-780	H13758
			900.28	PO240059-023	84.13	01-8150-0-0000-8110-4300-780	H17194
			900.28	PO240059-024	12.21	01-8150-0-0000-8110-4300-780	H17211
			900.28	PO240059-026	12.96	01-8150-0-0000-8110-4300-780	H18029
			900.28	PV240434-001	44.63	21-9711-0-9006-8520-4300-000	K76282
			900.28	PO240059-005	69.48	01-8150-0-0000-8110-4300-780	K68768

WARRANT REGISTER 01/01/24-01/31/24
41 Cabrillo Unified School District **Fiscal Year: 2024**

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
			900.28	PO240059-006	107.96	01-8150-0-0000-8110-4300-780	G95164
W-908563	010866-02 FELTS, BRYAN	01/09/2024	138.93	TC240055-001	138.93	01-9538-0-6001-1000-5200-000	DEC23 MILEAGE
W-908564	011383-01 FOX SECURITY & C	01/09/2024	2,295.00	PO240141-003	2,295.00	01-8150-0-0000-8110-5800-780	94841
W-908565	007649-02 KAPLAN EARLY LEA	01/09/2024	994.87	PO240574-001	994.87	01-9610-0-0001-1000-4300-740	0006778996
W-908566	011351-01 LAYNE, SOPHIA	01/09/2024	45.57	PV240423-001	45.57	01-0000-0-0000-7150-4300-710	121623 REIMB.
W-908567	004705-03 MCGRAW-HILL EDUC	01/09/2024	4,113.48	PO240611-001	4,113.48	01-6300-0-1110-1000-4100-740	130772093001
W-908568	000380-01 ODP BUSINESS SOL	01/09/2024	3,445.49	PO240339-001	636.09	21-9711-0-9007-8520-4300-331	335178997001
			3,445.49	PO240339-002	460.72	21-9711-0-9007-8520-4300-331	328367644001
			3,445.49	PO240339-003	213.27	21-9711-0-9007-8520-4300-331	328385339001
			3,445.49	PO240219-010	25.54	01-0000-0-0000-7300-4300-720	336657878001
			3,445.49	PO240219-011	14.63	01-0000-0-0000-7300-4300-720	336680735001
			3,445.49	PO240219-012	134.24	01-0000-0-0000-7300-4300-720	336911835001
			3,445.49	PO240219-013	826.56	01-0000-0-0000-7300-4300-720	338590026001
			3,445.49	PO240519-001	128.36	01-0107-0-1210-2700-4300-107	339109906001
			3,445.49	PO240519-002	10.60	01-0107-0-1210-2700-4300-107	339112029001
			3,445.49	PO240519-003	46.15	01-0107-0-1210-2700-4300-107	339112031001
			3,445.49	PO240519-004	117.41	01-0107-0-1210-2700-4300-107	339112032001
			3,445.49	PO240519-005	71.08	01-0107-0-1210-2700-4300-107	339112044001
			3,445.49	PO240519-006	53.11	01-0107-0-1210-2700-4300-107	339112018001
			3,445.49	PO240598-001	397.29	01-0211-0-1310-1000-4300-211	341191170001
			3,445.49	PO240598-002	104.97	01-0211-0-1310-1000-4300-211	341225005001
			3,445.49	PO240249-011	44.63	11-6391-0-4110-1000-4300-561	338802005001

WARRANT REGISTER 01/01/24-01/31/24
41 Cabrillo Unified School District **Fiscal Year: 2024**

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
			3,445.49	PO240249-012	14.26	11-6391-0-4110-1000-4300-561	338802102001
			3,445.49	PO240249-013	16.06	11-6391-0-4110-1000-4300-561	338802103001
			3,445.49	PO240579-002	102.03	01-6010-0-1110-4000-4300-101	340344607001
			3,445.49	PO240579-003	21.85	01-6010-0-1110-4000-4300-101	340344608001
			3,445.49	PO240579-004	6.64	01-6010-0-1110-4000-4300-101	340344607002
W-908569	000550-01 PACIFIC GAS AND	01/09/2024	33,436.58	PO240222-009	3,829.17	01-0000-0-0000-8205-5502-601	5189451218-8/DEC
			33,436.58	PO240222-010	2,921.42	01-0000-0-0000-8205-5502-720	010358105-0/1215
			33,436.58	PO240222-010	5,531.78	01-0000-0-0000-8205-5502-101	010358105-0/1215
			33,436.58	PO240222-010	4,296.98	01-0000-0-0000-8205-5502-103	010358105-0/1215
			33,436.58	PO240222-010	5,597.99	01-0000-0-0000-8205-5502-105	010358105-0/1215
			33,436.58	PO240222-010	2,185.39	01-0000-0-0000-8205-5502-107	010358105-0/1215
			33,436.58	PO240222-010	4,230.40	01-0000-0-0000-8205-5502-211	010358105-0/1215
			33,436.58	PO240222-010	4,843.45	01-0000-0-0000-8205-5502-331	010358105-0/1215
W-908570	000105-03 REPUBLIC SERVICE	01/09/2024	4,343.23	PO240173-016	809.16	01-0000-0-0000-8205-5504-211	0925-001670707
			4,343.23	PO240201-009	1,266.62	01-0000-0-0000-8205-5504-107	0925-001670852
			4,343.23	PO240201-010	82.99	01-0000-0-0000-8205-5504-105	0925-001670968
			4,343.23	PO240201-010	594.03	01-0000-0-0000-8205-5504-211	0925-001670968
			4,343.23	PO240201-010	675.03	01-0000-0-0000-8205-5504-331	0925-001670968
			4,343.23	PO240173-014	457.70	01-0000-0-0000-8205-5504-331	0925-001670681
			4,343.23	PO240173-015	457.70	01-0000-0-0000-8205-5504-105	0925-001670826
W-908571	009508-01 RESOURCE SOLUTIO	01/09/2024	8,748.15	PO240100-018	686.88	01-8150-0-0000-8110-4300-780	29637
			8,748.15	PO240100-017	8,061.27	01-8150-0-0000-8110-4300-780	29738

WARRANT REGISTER 01/01/24-01/31/24
41 Cabrillo Unified School District **Fiscal Year: 2024**

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
W-908572	004143-02 RICOH USA INC	01/09/2024	802.02	PO240664-001	56.68	01-0101-0-1310-1000-4300-101	1098676024
			802.02	PO240312-007	218.32	01-0000-0-0000-7300-5601-720	9032295625
			802.02	PO240312-007	175.05	01-0000-0-0000-2700-5601-107	9032295625
			802.02	PO240312-007	176.94	01-0105-0-1310-1000-5601-105	9032295625
			802.02	PO240312-007	175.03	01-0103-0-1310-1000-5601-103	9032295625
W-908573	009491-01 SOUND AND SIGNAL	01/09/2024	624.08	PO240149-008	624.08	01-8150-0-0000-8110-5603-780	41813
W-908574	001007-01 STRAWFLOWER ELEC	01/09/2024	262.17	PV240433-001	262.17	01-8150-0-0000-8110-4300-780	W 12270
W-908575	005037-01 TK ELEVATOR CORP	01/09/2024	4,618.77	PO240302-005	1,592.04	01-8150-0-0000-8110-5602-780	3007680383
			4,618.77	PO240564-002	1,200.00	01-8150-0-0000-8110-5602-780	3007680857
			4,618.77	PO240640-002	1,826.73	01-8150-0-0000-8110-5602-780	6000695867
W-908576	009346-01 U S BANK CORP PA	01/09/2024	901.32	PV240427-001	158.49	01-0111-0-1110-1000-4300-740-210	4246 0446 2279 1
			901.32	PV240428-001	11.98	01-0111-0-1110-1000-4300-740-210	4246 0446 2279 1
			901.32	PV240429-001	290.69	01-0111-0-1110-1000-4300-740-210	4246 0446 2279 1
			901.32	PV240430-001	245.76	01-0111-0-1110-1000-4300-740-210	4246 0446 2279 1
			901.32	PV240431-001	59.77	01-0111-0-1110-1000-4300-740-210	4246 0446 2279 1
			901.32	PV240432-001	39.20	01-0000-0-0000-7110-4300-710	4246 0446 2279 1
			901.32	PV240425-001	8.50	01-0000-0-0000-7111-4300-750	4246 0446 2279 1
			901.32	PV240425-001	8.49	01-0000-0-0000-7112-4300-750	4246 0446 2279 1
			901.32	PV240424-001	39.22	01-0000-0-0000-7111-4300-750	4246 0446 2279 1
			901.32	PV240424-001	39.22	01-0000-0-0000-7112-4300-750	4246 0446 2279 1
W-908577	011909-01 ARCADIO'S PRODUC	01/09/2024	324.60	PO240193-018	324.60	13-5466-0-0000-3700-4710-331	00279593
W-908578	008911-01 DAVID'S BAGELS	01/09/2024	253.00	PO240191-029	77.00	13-5310-0-0000-3700-4712-331	39381

WARRANT REGISTER 01/01/24-01/31/24
41 Cabrillo Unified School District **Fiscal Year: 2024**

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
			253.00	PO240191-030	55.00	13-5310-0-0000-3700-4712-331	39403
			253.00	PO240191-031	66.00	13-5310-0-0000-3700-4712-331	39410
			253.00	PO240191-028	55.00	13-5310-0-0000-3700-4712-331	39367
W-908579	009571-01 GOLD STAR FOODS	01/09/2024	989.62	CM240006-001	(6.75)	13-5310-0-0000-3700-4710-331	1520975
			989.62	PO240188-071	212.67	13-5310-0-0000-3700-4710-331	6844662
			989.62	PO240188-073	427.40	13-5310-0-0000-3700-4710-331	6880142
			989.62	PO240188-073	318.50	13-5310-0-0000-3700-4712-331	6880142
			989.62	PO240188-075	37.80	13-5310-0-0000-3700-4710-331	6938461
W-908580	004891-01 ORKIN EXTERMINAT	01/09/2024	140.99	PO240196-003	140.99	13-5310-0-0000-8205-5504-331	254853984
W-908581	005163-01 SYSCO FOOD SERVI	01/09/2024	572.28	PO240183-029	572.28	13-5310-0-0000-3700-4712-211	650227753
W-908582	009571-01 GOLD STAR FOODS	01/09/2024	1,814.55	PO240188-070	128.04	13-5310-0-0000-3700-4710-331	6682578
			1,814.55	PO240188-070	197.46	13-5310-0-0000-3700-4712-331	6682578
			1,814.55	PO240188-076	594.54	13-5310-0-0000-3700-4712-211	6905626
			1,814.55	PO240188-074	5.48	13-5310-0-0000-3700-4711-331	6890205
			1,814.55	PO240188-074	373.15	13-5310-0-0000-3700-4710-331	6890205
			1,814.55	PO240188-072	515.88	13-5310-0-0000-3700-4712-211	6825161
W-908583	004981-01 STRAW HAT PIZZA	01/09/2024	1,007.28	PO240186-014	503.64	13-5310-0-0000-3700-4710-331	38485
			1,007.28	PO240186-015	503.64	13-5310-0-0000-3700-4710-331	38482
W-908584	005163-01 SYSCO FOOD SERVI	01/09/2024	1,749.96	PO240183-027	549.96	13-5310-0-0000-3700-4712-331	650216438
			1,749.96	PO240183-027	39.86	13-5310-0-0000-3700-4710-331	650216438
			1,749.96	PO240183-027	31.10	13-5310-0-0000-3700-4300-331	650216438
			1,749.96	PO240183-028	627.25	13-5310-0-0000-3700-4712-331	650227749

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Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
			1,749.96	PO240183-028	185.49	13-5310-0-0000-3700-4710-331	650227749
			1,749.96	PO240183-028	316.30	13-5310-0-0000-3700-4300-331	650227749
W-908585	007627-01 AT&T MOBILITY	01/09/2024	454.10	PO240399-005	227.05	01-0000-0-0000-8205-5901-720	287298525082X121
			454.10	PO240399-006	227.05	01-0000-0-0000-8205-5901-720	287298525082X111
W-908586	012069-01 AYA HEALTHCARE I	01/09/2024	4,125.00	PO240418-018	4,125.00	01-6500-0-5750-1180-5800-730	3832347
W-908587	009206-01 CAPITAL ONE TRAD	01/09/2024	83.24	PO240059-007	65.60	01-0000-0-0000-8220-4300-785	I80633
			83.24	PO240059-018	17.64	01-8150-0-0000-8110-4300-780	H11741
W-908588	006962-01 COMTEL SYSTEMS T	01/09/2024	1,600.00	PO240061-002	1,600.00	01-8150-0-0000-8110-5603-780	0523193-IN
W-908589	011905-01 LESLYE VALENCIA	01/09/2024	136.24	TC240056-001	136.24	01-6010-0-1110-4000-5200-101	DEC23 MILEAGE
W-908590	006797-01 MONTARA SANITARY	01/09/2024	136.00	PO240115-001	136.00	01-8150-0-0000-8110-5603-780	1879
W-908591	000380-01 ODP BUSINESS SOL	01/09/2024	305.07	PO240219-009	230.72	01-0000-0-0000-7300-4300-720	336219880001
			305.07	PO240579-001	74.35	01-6010-0-1110-4000-4300-101	340343382001
W-908592	007570-01 PENINSULA BACKFL	01/09/2024	620.00	PO240109-004	620.00	01-8150-0-0000-8110-5603-780	1227023-CAB
W-908593	011492-01 PENINSULA TRUCK	01/09/2024	1,859.90	PO240158-020	371.98	01-9723-0-0000-3600-5603-788	10614
			1,859.90	PO240158-021	371.98	01-9723-0-0000-3600-5603-788	10615
			1,859.90	PO240158-022	371.98	01-9723-0-0000-3600-5603-788	10616
			1,859.90	PO240158-023	371.98	01-9723-0-0000-3600-5603-788	10617
			1,859.90	PO240158-024	371.98	01-9723-0-0000-3600-5603-788	10618
W-908594	008443-01 RECOLOGY OF THE	01/09/2024	2,365.72	PO240223-006	150.91	01-0000-0-0000-8205-5504-103	14134241
			2,365.72	PO240223-007	150.91	01-0000-0-0000-8205-5504-103	14216527
			2,365.72	PO240223-008	159.96	01-0000-0-0000-8205-5504-103	14302558
			2,365.72	PO240223-009	618.28	01-0000-0-0000-8205-5504-101	14133367

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			2,365.72	PO240223-010	618.28	01-0000-0-0000-8205-5504-101	14215610
			2,365.72	PO240223-011	667.38	01-0000-0-0000-8205-5504-101	14301667
W-908595	011604-01 RING CENTRAL INC	01/09/2024	84,003.28	PO240217-001	84,003.28	01-0000-0-0000-8205-5901-720	CD_000719167
W-908596	000749-01 SEGURA, ROSALVA	01/09/2024	324.23	TC240053-001	324.23	01-2600-0-0000-2140-5200-000	AUG23-SEP23 MILE
W-908597	009536-01 SKYVIEW TREE SER	01/09/2024	21,275.00	PO240648-001	21,275.00	01-8150-0-0000-8110-5603-780	02
W-908598	009346-01 U S BANK CORP PA	01/09/2024	36.12	PV240426-001	18.06	01-0000-0-0000-7111-4300-750	4246 0446 2279 1
			36.12	PV240426-001	18.06	01-0000-0-0000-7112-4300-750	4246 0446 2279 1
W-908599	010759-02 WEX BANK	01/09/2024	378.74	PO240224-005	378.74	01-7010-0-3800-1000-5200-331	93847781
W-910131	007426-01 BOYS & GIRLS CLU	01/16/2024	630.00	PV240449-001	630.00	01-8150-0-0000-8110-5603-780	BGCC2023167
W-910132	002112-01 CA DEPT OF TAX &	01/16/2024	22.00	PV240440-001	22.00	01-0000-0-0000-0000-9580-000	020-628493
W-910133	008107-01 CDE	01/16/2024	308.68	PV240441-001	308.68	13-5310-0-0000-0000-8220-105	071323
W-910134	009013-01 DAILY JOURNAL CO	01/16/2024	479.60	PV240445-001	479.60	21-9711-0-9205-8520-5800-105	A3768389
W-910135	011715-01 EARTH SYSTEMS	01/16/2024	320.00	PV240444-001	320.00	21-9711-0-9650-8520-5800-211	844870
W-910136	011483-01 SKYLINE ENGINEER	01/16/2024	2,400.00	PV240446-001	2,400.00	21-9711-0-9201-8520-5800-000	2898
W-910137	012098-01 TOLENTINO, MARIL	01/16/2024	12,562.50	PV240443-001	12,562.50	01-0000-0-0000-7300-5800-720	0001
W-910138	011438-01 ACSIG	01/16/2024	30,251.88	PV240442-001	30,251.88	01-0000-0-0000-0000-9571-000	20441-DEC 2023
W-910139	007426-01 BOYS & GIRLS CLU	01/16/2024	420.00	PV240448-001	420.00	01-8150-0-0000-8110-5603-780	BGCC2023168
W-910140	000061-01 DANNIS WOLIVER K	01/16/2024	26,562.22	PV240450-001	1,887.06	01-0000-0-0000-7400-5810-750	1675-NOV 2023
			26,562.22	PV240450-001	1,857.00	01-0000-0-0000-7300-5810-720	1675-NOV 2023
			26,562.22	PV240450-001	8,496.00	01-0000-0-0000-7111-5810-750	1675-NOV 2023
			26,562.22	PV240450-001	4,729.66	01-0000-0-0000-7112-5810-750	1675-NOV 2023
			26,562.22	PV240450-001	8,742.50	21-9711-0-9006-8500-5810-000	1675-NOV 2023

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			26,562.22	PV240451-001	850.00	21-9711-0-9006-8520-5800-000	298819
W-910141	005010-02 SMCSIG	01/16/2024	5,000.00	PV240447-001	5,000.00	01-0000-0-0000-7300-5400-720	CLAIM PR23-00039
W-910142	011438-01 ACSIG	01/16/2024	4,572.05	PV240455-001	4,572.05	01-0000-0-0000-0000-9572-000	30098994-0390 DE
W-910143	011427-01 COLBI TECHNOLOGI	01/16/2024	2,875.00	PV240452-001	2,875.00	21-9711-0-9006-8520-5800-000	10251
W-910144	011744-01 STUDIO W ARCHITE	01/16/2024	269.85	PO240230-011	269.85	21-9711-0-9645-8520-6210-103	47048
W-910145	012053-01 ANDY'S ROOFING C	01/16/2024	64,900.12	PO240270-003	53,280.66	21-9711-0-9201-8520-6200-000	3
			64,900.12	PO240270-004	11,619.46	21-9711-0-9201-8520-6200-000	4
W-910146	002112-01 CA DEPT OF TAX &	01/16/2024	70.00	PV240454-001	70.00	01-9723-0-0000-3600-4300-788	057-415036
W-910147	012076-01 CIS INC	01/16/2024	23,850.00	PO240495-003	10,650.00	21-9711-0-9645-8520-6290-103	3
			23,850.00	PO240495-004	13,200.00	21-9711-0-9645-8520-6290-103	4
W-910148	011427-01 COLBI TECHNOLOGI	01/16/2024	1,265.00	PV240453-001	1,265.00	21-9711-0-9006-8520-5800-000	10392
W-910149	012054-01 CORE WEST INC	01/16/2024	397,335.05	PO240380-006	397,335.05	21-9711-0-9645-8520-6200-103	6
W-910150	010763-01 QUATTROCCHI KWOK	01/16/2024	57,591.08	PO240236-006	1,436.63	21-9711-0-9640-8520-6210-101	25409
			57,591.08	PO240231-005	15,532.50	21-9711-0-9654-8520-6210-101	25410
			57,591.08	PO240379-005	40,621.95	21-9711-0-9640-8520-6210-101	25411
W-910151	011744-01 STUDIO W ARCHITE	01/16/2024	16,807.25	PO240230-010	16,537.40	21-9711-0-9645-8520-6210-103	47047
			16,807.25	PO240230-012	269.85	21-9711-0-9645-8520-6210-103	46950
W-910152	009729-01 SYSERCO ENERGY S	01/16/2024	116,045.49	PO240650-002	116,045.49	21-9711-0-9639-8520-6170-000	21441
W-910153	012097-01 CRUISER LIFESTYL	01/16/2024	1,205.40	PO240668-001	1,205.40	01-9549-0-1110-1000-4300-335	000006
W-910841	008758-01 AMERICAN PORTABL	01/18/2024	128.34	PO240067-006	128.34	01-8150-0-0000-8110-5603-780	106634
W-910842	012010-01 ANDREW BICKFORD	01/18/2024	214.34	PO240660-001	214.34	01-9547-0-1343-1000-4300-211	122223 REIMB.
W-910843	005837-01 BIG CREEK LUMBER	01/18/2024	60.11	PO240340-002	60.11	01-6387-0-1110-1000-4300-331	2065378

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W-910844	011523-01 CAL-STEAM	01/18/2024	5,476.86	PV240435-001	5,476.86	01-8150-0-0000-8110-4300-780	INV#: 4629044 &
W-910845	000196-01 COUNTY SCHOOL SE	01/18/2024	120.00	PO240663-001	120.00	01-9547-0-1346-1000-4300-211	18994-R
W-910846	009449-01 DKS ASSOCIATES	01/18/2024	1,543.25	PO240623-003	1,543.25	21-9711-0-9619-8520-5800-331	0088618
W-910847	000128-01 FOLLETT CONTENT	01/18/2024	2,120.53	PO240610-001	1,306.45	01-0111-0-1110-1000-4200-740-201	307014
			2,120.53	PO240606-001	814.08	01-0111-0-1110-1000-4200-740-201	306881
W-910848	004906-01 FOLLETT CONTENT	01/18/2024	89.34	PO240541-002	89.34	01-0111-0-1110-1000-4200-740-201	785226F
W-910849	006807-01 GRAPHICWORKS	01/18/2024	587.38	PO240662-001	587.38	21-9711-0-9006-8520-5800-000	05-16165
W-910850	006946-01 JUAREZ, ADRIANA	01/18/2024	44.00	PV240436-001	44.00	13-5310-0-0000-3700-4712-331	120723 REIMB.
W-910851	011597-01 MARIA EUGENIA YO	01/18/2024	274.58	TC240058-001	274.58	01-0700-0-1460-3140-5200-000	DEC23 MILEAGE
W-910852	005398-01 MOBILE MODULAR M	01/18/2024	957.00	PO240205-006	957.00	25-9010-0-9100-8700-5600-331	2496725
W-910853	007457-01 PACIFIC AUTISM L	01/18/2024	1,426.19	PO240261-007	1,426.19	01-6500-0-5750-1180-5861-730	7104524
W-910854	008443-01 RECOLOGY OF THE	01/18/2024	2,829.01	PO240199-002	2,829.01	01-0000-0-0000-8205-5504-101	8237
W-910855	008180-01 RODRIGUES, KAREN	01/18/2024	54.16	PV240437-001	54.16	13-5310-0-0000-3700-4712-331	120523 REIMB.
W-910856	009346-01 U S BANK CORP PA	01/18/2024	1,555.71	PO240634-001	45.00	01-7010-0-3800-1000-5200-331	4246 0446 6404 9
			1,555.71	PO240633-001	50.00	01-7010-0-3800-1000-5200-331	4246 0446 6404 9
			1,555.71	PO240632-001	1,158.48	01-7010-0-3800-1000-5200-331	4246 0446 6404 9
			1,555.71	PO240637-001	176.72	01-3550-0-3800-1000-5200-331	4246 0446 6404 9
			1,555.71	PO240656-001	65.38	01-7010-0-3800-1000-4300-331	4246 0446 6404 9
			1,555.71	PO240656-002	60.13	01-7010-0-3800-1000-4300-331	4246 0446 6404 9
W-910857	011478-01 UNITED BEHAVIORA	01/18/2024	452.92	PV240439-001	452.92	01-0000-0-0000-0000-9564-000	NOV-23
W-910858	010967-01 VANA, SUSAN CICC	01/18/2024	202.85	TC240057-001	202.85	01-0700-0-5001-2140-5200-730	AUG-SEP19, 23 MI
W-910859	008079-01 ALVAREZ, ESTEFAN	01/18/2024	30.15	TC240059-001	30.15	01-0000-0-0000-7300-5200-720	JAN24 MILEAGE

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W-910860	011898-02 APPROACH LLC	01/18/2024	4,216.00	PO240082-007	4,216.00	11-6391-0-4110-2700-5100-561	4214
W-910861	011814-01 BROOKWOOD PROGRA	01/18/2024	12,028.75	PV240456-001	12,028.75	40-9012-0-0000-8500-5800-000	3950-28
W-910862	008304-01 CALIFORNIA WATER	01/18/2024	1,169.29	PO240287-006	1,169.29	01-0000-0-0000-8205-5503-107	2188039386- SEPT
W-910863	008439-01 CHAVAN & ASSOCIA	01/18/2024	15,200.00	PO240176-001	10,350.00	01-0000-0-0000-7190-5820-710	C&A-18088
			15,200.00	PO240665-001	4,850.00	01-0000-0-0000-7190-5820-710	C&A-18088
W-910864	006717-01 GIANNINI, RICH	01/18/2024	353.98	PO240657-001	353.98	01-7010-0-3800-1000-4300-331	122223 REIMB.
W-910865	008602-02 HODGE, JOYCE	01/18/2024	1,690.00	PO240395-003	1,690.00	01-9440-0-1110-1000-5800-740	003
W-910866	011905-01 LESLYE VALENCIA	01/18/2024	146.48	PV240457-001	146.48	01-6010-0-1110-4000-4300-101	011124 REIMB.
W-910867	011405-03 LIMINEX INC.	01/18/2024	5,235.00	PO240645-001	5,235.00	01-0111-0-1110-1000-4300-740-210	INV-113077
W-910868	010927-02 METLIFE SMALL MA	01/18/2024	432.78	PV240438-001	432.78	01-0000-0-0000-0000-9564-000	05372885-JAN24
W-910869	012000-01 PELICAN WIRELESS	01/18/2024	415.85	PO240171-001	415.85	01-8150-0-0000-8110-5800-780	S240111-2
W-910870	011738-01 POWERSCHOOL GROU	01/18/2024	32,104.50	PO240596-001	9,600.00	01-6266-0-1110-2421-5800-790	INV374170
			32,104.50	PO240651-001	22,504.50	01-6266-0-1110-2421-5800-790	INV374808
W-910871	004143-02 RICOH USA INC	01/18/2024	517.60	PO240312-008	37.92	01-0000-0-0000-7300-5601-720	9032312525
			517.60	PO240218-014	479.68	01-0000-0-0000-7300-4300-720	5068699475
W-910872	000139-01 SCHOOL SERVICES	01/18/2024	1,290.00	PO240591-001	315.00	01-0000-0-0000-3900-5200-750	W133306-IN
			1,290.00	PO240589-001	975.00	01-0000-0-0000-3900-5800-750	W133046-IN
W-910873	009413-02 SOUTHERN COUNTIE	01/18/2024	1,689.44	PO240056-011	1,689.44	01-9723-0-0000-3600-4300-788	330702
W-910874	011588-02 TRAFERA LLC	01/18/2024	8,911.76	PO240653-001	679.57	01-0000-0-0000-2421-4300-790	I000914783
			8,911.76	PO240652-001	8,232.19	21-9711-0-9744-8520-4300-790	I000914795
W-911881	008938-01 AMAZON CAPITAL S	01/23/2024	4,616.34	PO240600-001	401.73	01-0101-0-1310-1000-4300-101	1YJD-F6NM-7PHF
			4,616.34	PO240582-001	277.16	01-6500-0-5001-2100-4300-730	1TQN-14QV-7QT4

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			4,616.34	PO240578-001	327.20	01-0331-0-1210-1000-4300-331	1QCL-Y4L4-9LY4
			4,616.34	PO240561-001	850.57	01-9610-0-0001-1000-4300-740	1WGC-HGJP-C4PG
			4,616.34	PO240561-002	(126.86)	01-9610-0-0001-1000-4300-740	1CKT-VN7N-67RP
			4,616.34	PO240572-001	205.18	01-0107-0-1210-2700-4300-107	1CFF-W4QP-CF7M
			4,616.34	PO240572-001	159.44	01-0111-0-1110-1000-4200-740-201	1CFF-W4QP-CF7M
			4,616.34	PO240636-001	111.19	01-0111-0-1110-1000-4200-740-201	13QV-1DKH-61JR
			4,616.34	PO240636-001	111.21	01-0335-0-3250-1000-4300-335	13QV-1DKH-61JR
			4,616.34	PO240635-001	250.13	01-9542-0-1110-1000-4300-103	1KK3-4X4W-6KJN
			4,616.34	PO240630-001	76.51	01-9542-0-1110-1000-4300-103	1W1Q-VFP7-4T9J
			4,616.34	PO240629-001	32.80	01-0103-0-1210-2700-4300-103	1W1Q-VFP7-4TF9
			4,616.34	PO240620-001	130.14	01-0101-0-1310-1000-4300-101	1HNJ-FNDH-66QQ
			4,616.34	PO240621-001	1,166.39	01-0105-0-1310-1000-4300-105	17PJ-43YT-4YMQ
			4,616.34	PO240552-001	590.37	01-0103-0-1310-1000-4300-103	1JRM-RGM9-C3DY
			4,616.34	PO240661-001	43.38	01-0211-0-1310-1000-4300-211	116W-QXC3-4CYM
			4,616.34	PO240688-001	9.80	01-6500-0-5750-2100-4300-730	116W-QXC3-4V6Q
W-911882	008938-02 AMAZON CAPITAL S	01/23/2024	7.66	PO240303-004	7.66	11-6391-0-4110-2700-4300-561	16VQ-Q1MW-6H1C
W-911883	008058-05 AT&T	01/23/2024	1,393.49	PO240216-005	1,393.49	01-0000-0-0000-8205-5901-720	2691185803
W-911884	011773-01 CKA	01/23/2024	555.00	PO240669-001	555.00	01-9664-0-0001-2140-5200-000	CUSD-M.RAMIREZ
W-911885	000583-01 DEPARTMENT OF JU	01/23/2024	539.00	PO240204-003	539.00	01-0000-0-0000-7400-5800-750	699359
W-911886	011947-01 HANA L. HANSON	01/23/2024	166.80	PO240671-001	166.80	01-0331-0-1302-1000-4300-331	011024 REIMB.
W-911887	006946-01 JUAREZ, ADRIANA	01/23/2024	13.30	PV240460-001	13.30	13-5310-0-0000-3700-4712-331	011724 REIMB.
W-911888	004143-02 RICOH USA INC	01/23/2024	745.34	PO240312-009	218.32	01-0000-0-0000-7300-5601-720	9032337642

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			745.34	PO240312-009	175.05	01-0000-0-0000-2700-5601-107	9032337642
			745.34	PO240312-009	176.94	01-0105-0-1310-1000-5601-105	9032337642
			745.34	PO240312-009	175.03	01-0103-0-1310-1000-5601-103	9032337642
W-911889	009175-01 UPS STORE #1604	01/23/2024	1,112.89	PV240458-001	1,112.89	21-9711-0-9645-8520-4300-103	PRINTS FOR FV
W-911890	000161-02 SAN MATEO COUNTY	01/23/2024	43,841.53	PO240288-009	10.20	01-0000-0-0000-8205-5504-107	067-202-010
			43,841.53	PO240288-010	964.56	01-0000-0-0000-8205-5504-101	047-330-020
			43,841.53	PO240288-011	27,738.65	01-0000-0-0000-8205-5504-331	056-310-140
			43,841.53	PO240288-012	6,363.20	01-0000-0-0000-8205-5504-103	036-320-020
			43,841.53	PO240288-013	3,872.43	01-0000-0-0000-8205-5504-105	056-181-010
			43,841.53	PO240288-014	968.65	01-0000-0-0000-8205-5504-211	056-182-040
			43,841.53	PO240288-015	3,913.45	01-0000-0-0000-8205-5504-211	056-182-050
			43,841.53	PO240288-016	10.39	01-0000-0-0000-8205-5504-331	056-310-150
W-911891	012068-01 ALMEDA, MICHAEL	01/23/2024	37.60	TC240060-001	37.60	01-0000-0-0000-2140-5200-790	NOV23 MILEAGE
W-911892	008938-01 AMAZON CAPITAL S	01/23/2024	30.92	PV240470-001	30.92	01-0000-0-0000-7150-4300-710	197H-796L-6DK6
W-911893	012041-01 AMY BAINTON	01/23/2024	100.00	PV240467-001	100.00	01-0105-0-1310-1000-4300-105	011024 REIMB.
W-911894	008041-01 ANGELES, ANNETTE	01/23/2024	450.00	PO240695-001	450.00	01-9664-0-0001-2140-5200-000	2024 CKC REIMB.
W-911895	012075-01 APERTURE MEDIA	01/23/2024	4,350.00	PO240658-002	4,350.00	01-6387-0-1110-1000-5800-331	1777
W-911896	009538-01 D1 SFSRA	01/23/2024	2,364.00	PO240692-001	718.00	01-9335-0-1110-4200-5800-331	1167
			2,364.00	PO240692-002	1,646.00	01-9335-0-1110-4200-5800-331	1184
W-911897	012101-01 JOSE CAMPOS	01/23/2024	83.91	PV240465-001	83.91	01-3010-0-1110-1000-4300-105	011224 REIMB.
W-911898	011547-01 LONGAKER, LISA	01/23/2024	427.88	PV240461-001	427.88	01-6387-0-1110-1000-5200-331	CTE CONF. HOTEL
W-911899	009508-01 RESOURCE SOLUTIO	01/23/2024	272.08	PO240100-019	272.08	01-8150-0-0000-8110-4300-780	27755

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W-911900	000139-01 SCHOOL SERVICES	01/23/2024	310.00	PV240468-001	310.00	01-0000-0-0000-7300-5800-720	0139988-IN
W-911901	011089-01 SF FIRE PREVENTI	01/23/2024	363.00	PO240139-001	363.00	01-8150-0-0000-8110-5603-780	9996
W-911902	005779-01 THE HOME DEPOT P	01/23/2024	470.30	PO240071-006	470.30	01-8150-0-0000-8110-4300-780	785055856
W-911903	009346-01 U S BANK CORP PA	01/23/2024	213.94	PV240462-001	213.94	01-6387-0-1110-1000-5200-331	4246 0446 6404 9
W-911904	012069-01 AYA HEALTHCARE I	01/23/2024	8,250.00	PO240418-020	4,125.00	01-6500-0-5750-1180-5800-730	3805637
			8,250.00	PO240418-019	4,125.00	01-6500-0-5750-1180-5800-730	3886655
W-911905	011939-01 ERSKINE, BRITTAN	01/23/2024	4,888.89	PO240419-004	4,888.89	01-6500-0-5750-1180-5100-730	REIMB. FOR #2636
W-911906	007476-01 ESTHER B CLARK S	01/23/2024	10,044.70	PO240588-005	5,697.00	01-6500-0-5750-1180-5100-730	123706
			10,044.70	PO240588-005	2,523.70	01-6500-0-5750-1180-5861-730	123706
			10,044.70	PO240588-005	1,824.00	01-6500-0-5750-1180-5863-730	123706
W-911907	011562-01 HOPSKIPDRIVE INC	01/23/2024	7,305.72	PO240417-006	7,305.72	01-6500-0-5750-1180-5863-730	18171
W-911908	012067-01 PIONEER HEALTHCA	01/23/2024	11,160.00	PO240414-016	3,720.00	01-6500-0-5750-1180-5867-730	32499
			11,160.00	PO240414-017	3,720.00	01-6500-0-5750-1180-5867-730	32647
			11,160.00	PO240414-018	3,720.00	01-6500-0-5750-1180-5867-730	32799
W-911909	009346-01 U S BANK CORP PA	01/23/2024	88.47	PV240471-001	44.24	01-0000-0-0000-7111-4300-750	4246 0446 2279 1
			88.47	PV240471-001	44.23	01-0000-0-0000-7112-4300-750	4246 0446 2279 1
W-912834	011589-01 A+ LIVESCAN SERV	01/25/2024	434.00	PO240227-004	84.00	01-0000-0-0000-7400-5800-750	16764
			434.00	PO240227-005	350.00	01-0000-0-0000-7400-5800-750	16838A
W-912835	008938-01 AMAZON CAPITAL S	01/25/2024	1,116.54	PO240649-001	316.49	01-0107-0-1210-2700-4300-107	1XXV-FDQJ-4JYX
			1,116.54	PO240560-001	800.05	01-0101-0-1310-1000-4300-101	19RJ-JCCP-9Q1F
W-912836	008938-02 AMAZON CAPITAL S	01/25/2024	12,492.10	PO240167-002	15.09	01-9723-0-0000-3600-4300-788	19RJ-JCCP-C4PK
			12,492.10	PO240084-007	2,607.12	01-0000-0-0000-2421-4300-790	1PR9-RHF4-CC4Y

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			12,492.10	PO240527-002	16.40	01-0105-0-1310-1000-4300-105	1GNQ-MMLJ-CCJM
			12,492.10	PO240220-004	74.93	01-0000-0-0000-7300-4300-720	13RKL-P19H-9XPY
			12,492.10	PO240348-006	57.74	01-6387-0-1110-1000-4300-331	1GMJ-3TQJ-7VJ4
			12,492.10	PO240084-008	2,538.31	01-0000-0-0000-2421-4300-790	1WYD-V1MY-6DN7
			12,492.10	PO240348-007	10.93	01-7010-0-3800-1000-4300-331	1K1V-CY36-691L
			12,492.10	PO240299-012	62.60	12-6105-0-0001-1000-4300-100	1GJP-6PTJ-C4HN
			12,492.10	PO240299-013	150.32	01-2600-0-0000-2490-4300-000	1GJP-6PTJ-C6QY
			12,492.10	PO240299-014	256.02	01-2600-0-0000-2490-4300-000	1HYW-3GL3-4CR7
			12,492.10	PO240299-015	280.20	12-6105-0-0001-1000-4300-100	197H-796L-74RR
			12,492.10	PO240132-006	2,426.21	01-8150-0-0000-8110-4300-780	1G7J-P6HL-7XT4
			12,492.10	PO240132-007	2,571.99	01-8150-0-0000-8110-4300-780	1QT1-PFYG-946W
			12,492.10	PO240132-008	1,195.80	01-8150-0-0000-8110-4300-780	1V43-DKYC-4THW
			12,492.10	PO240278-005	228.44	01-6010-0-1110-4000-4300-101	1V99-9W1W-4J4M
W-912837	009663-01 ATKINSON ANDELSO	01/25/2024	4,558.36	PV240459-001	4,558.36	01-0000-0-0000-2100-5810-730	702976
W-912838	009739-01 F.I.T. ENVIRONME	01/25/2024	9,018.00	PO240687-001	3,182.00	01-8150-0-0000-8110-5800-780	23-117
			9,018.00	PO240687-002	1,892.00	01-8150-0-0000-8110-5800-780	23-073
			9,018.00	PO240687-003	2,132.00	01-8150-0-0000-8110-5800-780	23-111
			9,018.00	PO240687-004	1,812.00	01-8150-0-0000-8110-5800-780	23-113
W-912839	000128-01 FOLLETT CONTENT	01/25/2024	152.12	PO240610-002	152.12	01-0111-0-1110-1000-4200-740-201	307014F
W-912840	012036-01 GLOBAL MODULAR I	01/25/2024	78,800.48	PO240703-001	52,380.96	21-9711-0-9634-8520-6200-101	12382
			78,800.48	PO240704-001	26,419.52	21-9711-0-9634-8520-6200-101	12383
W-912841	005903-01 ACCREDITING COMM	01/25/2024	1,190.00	PV240463-001	1,190.00	01-0000-0-0000-7300-5800-720	1318610

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W-912842	008938-01 AMAZON CAPITAL S	01/25/2024	524.00	PV240469-001	524.00	13-5310-0-0000-3700-4300-331	1KK3-4X4W-6TVL
W-912843	005837-01 BIG CREEK LUMBER	01/25/2024	143.19	PO240075-012	143.19	01-8150-0-0000-8110-4300-780	2090815
W-912844	006312-02 COUNTY OF SAN MA	01/25/2024	64,335.14	PV240464-001	64,335.14	01-0000-0-0000-7300-5810-720	011824-002
W-912845	012099-01 DARRICK EMIL	01/25/2024	106.00	PO240697-001	106.00	01-9335-0-1110-4200-5800-331	1/11/24 WRESTLIN
W-912846	009739-01 F.I.T. ENVIRONME	01/25/2024	6,610.00	PO240701-001	3,566.00	21-9711-0-9608-8520-5800-000	23-085
			6,610.00	PO240701-002	3,044.00	21-9711-0-9608-8520-5800-000	23-063
W-912847	011601-01 HMB SMOG	01/25/2024	395.09	PO240155-005	395.09	01-9723-0-0000-3600-5603-788	6406
W-912848	011927-01 JW PEPPER & SON	01/25/2024	116.00	PO240685-001	61.00	01-9547-0-1345-1000-4300-211	366004454
			116.00	PO240686-001	55.00	01-9547-0-1345-1000-4300-211	366004022
W-912849	009383-01 MILLS, HEIDI	01/25/2024	475.00	PO240694-001	475.00	01-9664-0-0001-2140-5200-000	2024 CKC REIMB.
W-912850	011738-01 POWERSCHOOL GROU	01/25/2024	17,512.00	PO240700-001	10,792.00	01-6266-0-1110-2421-5800-790	INV382971
			17,512.00	PO240699-001	6,720.00	01-0000-0-0000-2421-5800-790	INV383184
W-912851	010924-01 REISS, MARTINA	01/25/2024	109.78	PV240466-001	109.78	01-0105-0-1310-1000-4300-105	121223 REIMB.
W-912852	009508-01 RESOURCE SOLUTIO	01/25/2024	1,856.09	PO240100-020	1,856.09	01-8150-0-0000-8110-4300-780	28821
W-912853	011898-02 APPROACH LLC	01/25/2024	4,216.00	PO240082-008	4,216.00	11-6391-0-4110-2700-5100-561	4190
W-912854	011976-01 EDTHEORY LLC	01/25/2024	13,328.00	PO240470-004	13,328.00	01-6500-0-5750-1180-5867-730	6297
W-912855	012071-01 E-THERAPY	01/25/2024	9,660.00	PO240455-016	2,760.00	01-6500-0-5760-1180-5867-730	34958
			9,660.00	PO240455-017	4,140.00	01-6500-0-5760-1180-5867-730	34953
			9,660.00	PO240455-018	1,380.00	01-6500-0-5760-1180-5867-730	35219
			9,660.00	PO240455-019	1,380.00	01-6500-0-5760-1180-5867-730	35216
W-912856	011171-01 ON POINT LANGUAG	01/25/2024	1,974.50	PO240469-005	1,974.50	01-6500-0-5001-2100-5800-730	SPED/12-2023
W-912857	008523-01 THE SPEECH PATHO	01/25/2024	63,556.03	PO240468-005	31,144.03	01-6500-0-5760-1180-5867-730	INV026626

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			63,556.03	PO240468-006	32,412.00	01-6500-0-5760-1180-5867-730	INV036939
W-914275	012075-01 APERTURE MEDIA	01/30/2024	375.00	PO240709-001	375.00	01-6387-0-1110-1000-5800-331	1785
W-914276	010782-01 BENDANA, LIZETH	01/30/2024	161.30	PO240432-004	161.30	01-9665-0-1110-2140-4300-000	012024 REIMB.
W-914277	000105-04 BFI OF CA OX MTN	01/30/2024	165.73	PO240213-004	165.73	01-0000-0-0000-8205-5504-720	4227-000067203
W-914278	011429-03 FELDMAN CPR	01/30/2024	345.00	PO240717-001	345.00	01-2600-0-0000-2490-4300-000	1043
W-914279	006807-01 GRAPHICWORKS	01/30/2024	271.88	PO240715-001	271.88	01-0000-0-0000-3900-4300-760	05-16213
W-914280	008883-01 PACIFICA COMMUNI	01/30/2024	400.00	PO240297-004	400.00	01-0000-0-0000-7150-5800-710	PCTCUSD1223
W-914281	011909-01 ARCADIO'S PRODUC	01/30/2024	272.40	PO240193-019	272.40	13-5466-0-0000-3700-4710-331	281666
W-914282	008911-01 DAVID'S BAGELS	01/30/2024	132.00	PO240191-032	66.00	13-5310-0-0000-3700-4712-331	39486
			132.00	PO240191-033	66.00	13-5310-0-0000-3700-4712-331	39515
W-914283	011937-01 S.L.I.C. CO-OP	01/30/2024	250.00	PV240486-001	250.00	13-5310-0-0000-3700-5800-770	2024013
W-914284	011909-01 ARCADIO'S PRODUC	01/30/2024	280.80	PO240193-020	280.80	13-5466-0-0000-3700-4710-331	285053
W-914285	009571-01 GOLD STAR FOODS	01/30/2024	5,914.03	PV240484-001	661.95	01-0000-0-0000-3900-4300-760	6976052
			5,914.03	PV240485-001	46.69	01-0000-0-0000-3900-4300-760	6941994
			5,914.03	PO240188-077	13.70	13-5310-0-0000-3700-4711-331	6970679
			5,914.03	PO240188-077	598.41	13-5310-0-0000-3700-4710-331	6970679
			5,914.03	PO240188-078	96.84	13-5310-0-0000-3700-4710-331	6985458
			5,914.03	PO240188-079	16.44	13-5310-0-0000-3700-4711-331	6992929
			5,914.03	PO240188-080	14.36	13-5310-0-0000-3700-4710-331	6952011
			5,914.03	PO240188-081	863.54	13-5310-0-0000-3700-4712-331	6825163
			5,914.03	PO240188-082	725.97	13-5310-0-0000-3700-4710-331	6844663
			5,914.03	PO240188-082	749.01	13-5310-0-0000-3700-4712-331	6844663

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			5,914.03	PO240188-083	19.18	13-5310-0-0000-3700-4711-331	6925697
			5,914.03	PO240188-084	757.44	13-5310-0-0000-3700-4710-331	6933401
			5,914.03	PO240188-084	644.42	13-5310-0-0000-3700-4712-331	6933401
			5,914.03	PO240188-085	706.08	13-5310-0-0000-3700-4712-211	6825162
W-914286	012079-01 RESTAURANT SUPPL	01/30/2024	47,733.55	PO240506-001	47,733.55	13-5314-0-0000-3700-4400-770	421677
W-914287	004981-01 STRAW HAT PIZZA	01/30/2024	1,007.28	PO240186-016	503.64	13-5310-0-0000-3700-4710-331	38486
			1,007.28	PO240186-017	503.64	13-5310-0-0000-3700-4710-331	38487
W-914288	005163-01 SYSCO FOOD SERVI	01/30/2024	3,285.01	PO240183-030	816.32	13-5310-0-0000-3700-4712-331	650293238
			3,285.01	PO240183-030	26.99	13-5310-0-0000-3700-4710-331	650293238
			3,285.01	PO240183-030	89.69	13-5310-0-0000-3700-4790-331	650293238
			3,285.01	PO240183-030	111.40	13-5310-0-0000-3700-4712-211	650293238
			3,285.01	PO240183-031	755.31	13-5310-0-0000-3700-4712-331	650280420
			3,285.01	PO240183-031	274.91	13-5310-0-0000-3700-4710-331	650280420
			3,285.01	PO240183-031	696.06	13-5310-0-0000-3700-4790-331	650280420
			3,285.01	PO240183-031	514.33	13-5310-0-0000-3700-4712-211	650280420
W-914289	009660-01 CARRILLO CARDENA	01/30/2024	74.05	PO240711-001	74.05	01-3010-0-1110-1000-4300-331	012424 REIMB.
W-914290	009009-01 JONAIDI, SANDRA	01/30/2024	174.79	PV240483-001	174.79	01-0000-0-0000-7300-4300-720	COSTCO REFUND
W-914291	011927-01 JW PEPPER & SON	01/30/2024	63.30	PO240710-001	63.30	01-9547-0-1345-1000-4300-211	366069760
W-914292	011566-01 SPURR	01/30/2024	35,033.04	PO240214-004	1,324.67	01-0000-0-0000-8205-5502-720	133932
			35,033.04	PO240214-004	196.87	01-0000-0-0000-8205-5502-101	133932
			35,033.04	PO240214-004	111.07	01-0000-0-0000-8205-5502-103	133932
			35,033.04	PO240214-004	273.76	01-0000-0-0000-8205-5502-105	133932

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			35,033.04	PO240214-004	825.95	01-0000-0-0000-8205-5502-211	133932
			35,033.04	PO240214-004	3,314.42	01-0000-0-0000-8205-5502-331	133932
			35,033.04	PO240214-004	2,415.15	01-0000-0-8120-8120-5502-331	133932
			35,033.04	PO240214-005	884.57	01-0000-0-0000-8205-5502-720	134446
			35,033.04	PO240214-005	993.80	01-0000-0-0000-8205-5502-101	134446
			35,033.04	PO240214-005	326.37	01-0000-0-0000-8205-5502-103	134446
			35,033.04	PO240214-005	413.66	01-0000-0-0000-8205-5502-105	134446
			35,033.04	PO240214-005	971.45	01-0000-0-0000-8205-5502-211	134446
			35,033.04	PO240214-005	3,795.56	01-0000-0-0000-8205-5502-331	134446
			35,033.04	PO240214-005	3,979.55	01-0000-0-8120-8120-5502-331	134446
			35,033.04	PO240214-006	1,789.63	01-0000-0-0000-8205-5502-720	134990
			35,033.04	PO240214-006	1,279.40	01-0000-0-0000-8205-5502-101	134990
			35,033.04	PO240214-006	557.25	01-0000-0-0000-8205-5502-103	134990
			35,033.04	PO240214-006	917.41	01-0000-0-0000-8205-5502-105	134990
			35,033.04	PO240214-006	1,789.01	01-0000-0-0000-8205-5502-211	134990
			35,033.04	PO240214-006	6,946.08	01-0000-0-0000-8205-5502-331	134990
			35,033.04	PO240214-006	3,489.92	01-0000-0-8120-8120-5502-331	134990
			35,033.04	PO240214-007	(1,562.51)	01-0000-0-0000-8205-5502-720	134990
W-914293	009346-01 U S BANK CORP PA	01/30/2024	5,176.09	CM240007-001	(174.79)	01-0000-0-0000-7300-4300-720	4246 0470 0103 6
			5,176.09	PO240643-001	656.02	01-9542-0-1110-1000-4300-103	4246 0470 0103 6
			5,176.09	CM240008-001	(656.02)	01-9542-0-1110-1000-4300-103	4246 0470 0103 6
			5,176.09	PO240544-001	185.12	01-6387-0-1110-1000-4300-331	4246 0470 0103 6

WARRANT REGISTER 01/01/24-01/31/24
41 Cabrillo Unified School District **Fiscal Year: 2024**

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
			5,176.09	PO240301-005	421.26	01-2600-0-0000-2490-4300-000	4246 0470 0103 6
			5,176.09	PV240475-001	52.48	01-3060-0-7110-2490-4300-745	4246 0470 0103 6
			5,176.09	PV240476-001	45.45	01-2600-0-0000-2490-4300-000	4246 0470 0103 6
			5,176.09	PO240301-006	63.92	01-2600-0-0000-2490-4300-000	4246 0470 0103 6
			5,176.09	PV240477-001	3,133.09	01-9547-0-1210-1000-4300-211	4246 0470 0103 6
			5,176.09	PV240478-001	60.75	01-8150-0-0000-8110-4300-780	4246 0470 0103 6
			5,176.09	PV240479-001	287.23	01-8150-0-0000-8110-5800-780	4246 0470 0103 6
			5,176.09	PV240480-001	40.00	01-6500-0-5001-2100-4300-730	4246 0470 0103 6
			5,176.09	PV240481-001	99.91	01-0420-0-3350-1000-4300-420	4246 0470 0103 6
			5,176.09	PV240482-001	41.47	01-2600-0-1110-4000-4300-105	4246 0470 0103 6
			5,176.09	PO240331-003	99.91	01-0420-0-3350-1000-4300-420	4246 0470 0103 6
			5,176.09	PO240646-002	262.64	01-6010-0-1110-4000-4300-101	4246 0470 0103 6
			5,176.09	PV240472-001	45.00	01-0000-0-0000-7300-5800-720	4246 0470 0103 6
			5,176.09	PV240473-001	410.00	01-0000-0-0000-7300-4300-720	4246 0470 0103 6
			5,176.09	PV240474-001	102.65	01-0000-0-0000-7400-4300-750	4246 0470 0103 6
W-914294	011909-01 ARCADIO'S PRODUC	01/30/2024	252.60	PO240193-021	252.60	13-5466-0-0000-3700-4710-331	00286210
W-914295	008911-01 DAVID'S BAGELS	01/30/2024	108.25	PO240191-034	77.00	13-5310-0-0000-3700-4712-331	39537
			108.25	PO240191-035	31.25	13-5310-0-0000-3700-4712-331	39530
W-914296	005163-01 SYSCO FOOD SERVI	01/30/2024	1,663.59	PO240183-032	399.60	13-5310-0-0000-3700-4712-331	650307881
			1,663.59	PO240183-032	479.53	13-5310-0-0000-3700-4710-331	650307881
			1,663.59	PO240183-032	155.64	13-5310-0-0000-3700-4790-331	650307881
			1,663.59	PO240183-033	628.82	13-5310-0-0000-3700-4712-211	650307883

WARRANT REGISTER 01/01/24-01/31/24
41 Cabrillo Unified School District **Fiscal Year: 2024**

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
W-914297	010760-01 THE LUNCH MASTER	01/30/2024	40,788.00	PO240192-025	19,076.25	13-5310-0-0000-3700-4710-105	CUAH122223
			40,788.00	PO240192-026	6,269.25	13-5310-0-0000-3700-4710-101	CUEG122223
			40,788.00	PO240192-027	3,956.25	13-5310-0-0000-3700-4710-103	CUFV122223
			40,788.00	PO240192-028	1,792.50	13-5310-0-0000-3700-4710-103	CUKM122223
			40,788.00	PO240192-029	8,373.75	13-5310-0-0000-3700-4710-211	CUMC122223
			40,788.00	PO240192-030	1,320.00	13-5310-0-0000-3700-4710-211	CUPH122223
W-914298	RUTH RAFELLO	01/30/2024	2,641.44	MV240001-001	2,641.44	01-0000-0-0000-0000-9564-000	REFUND
W-914299	009062-01 ERICA KREIN	01/30/2024	475.00	PO240674-001	475.00	01-9664-0-0001-2140-5200-000	CKA CONF. REIMB.
W-914300	011939-02 ERSKINE, GEORGE	01/30/2024	1,746.92	PO240722-001	660.24	01-6500-0-5001-2100-5200-730	AUG23,23-OCT13,2
			1,746.92	PO240722-002	605.22	01-6500-0-5001-2100-5200-730	OCT16,23-DEC1,23
			1,746.92	PO240722-003	481.46	01-6500-0-5001-2100-5200-730	DEC4,23-JAN19,24
W-914301	012071-01 E-THERAPY	01/30/2024	3,450.00	PO240455-020	2,070.00	01-6500-0-5760-1180-5867-730	35524
			3,450.00	PO240455-021	1,380.00	01-6500-0-5760-1180-5867-730	35529
W-914302	007842-01 HAMADA, JULIE	01/30/2024	102.65	PV240487-001	102.65	01-0000-0-0000-7400-5800-750	SUB PERMIT REIMB
W-914303	012074-01 PUAO TE'O	01/30/2024	4,480.00	PO240467-003	4,480.00	01-6500-0-5750-1180-5800-730	10/01/23-12/31/2
W-914304	004143-02 RICOH USA INC	01/30/2024	119.67	PO240218-015	114.67	01-0000-0-0000-7300-4300-720	5068601438
			119.67	PO240218-016	5.00	01-0101-0-1310-1000-4300-101	1099096027
W-914305	012102-01 SAN MATEO ADULT	01/30/2024	140.00	PO240713-001	70.00	11-6391-0-4110-2700-5200-561	D. GAMET FEES
			140.00	PO240713-002	70.00	11-6391-0-4110-2700-5200-561	B. FELTS FEES
W-914306	011317-01 SCHAUER, MOLLY	01/30/2024	55.96	PO240720-001	55.96	01-0111-0-1110-1000-4200-740-201	012524 REIMB.
W-914307	001026-04 SCHOOL SPECIALTY	01/30/2024	6,106.51	PO240698-001	323.09	01-0211-0-1310-1000-4300-211	208133618107
			6,106.51	PO240035-005	3,017.49	01-6762-0-1110-1000-4100-740	208133564801

WARRANT REGISTER 01/01/24-01/31/24
41 Cabrillo Unified School District **Fiscal Year: 2024**

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
			6,106.51	PO240035-006	2,765.93	01-6762-0-1110-1000-4100-740	208133569846
W-914308	008767-02 SMARTSIGN	01/30/2024	305.76	PO240702-001	305.76	01-8150-0-0000-8110-4300-780	RTS-317374
W-914309	009656-01 STUDIES WEEKLY I	01/30/2024	7,042.11	PO240013-001	7,042.11	01-6300-0-1110-1000-4300-740	477387
W-914310	008758-01 AMERICAN PORTABL	01/30/2024	143.27	PO240067-007	10.93	01-8150-0-0000-8110-5603-780	105017 BAL
			143.27	PO240067-008	132.34	01-8150-0-0000-8110-5603-780	108104
W-914311	011453-01 BIGELOW, LAUREL	01/30/2024	355.00	PO240680-001	355.00	01-9664-0-0001-2140-5200-000	CKA CONF. REIMB
W-914312	011323-01 DOOLEY CORPORATI	01/30/2024	2,394.00	PO240421-005	798.00	01-6500-0-5760-1180-5800-730	8029
			2,394.00	PO240422-005	1,596.00	01-6500-0-5760-1180-5800-730	8028
W-914313	011958-01 NICOLE WALTERS	01/30/2024	2,430.00	PO240466-005	2,430.00	01-6500-0-5750-1180-5864-730	5
W-914314	000380-01 ODP BUSINESS SOL	01/30/2024	592.97	PO240670-001	499.46	01-0000-0-0000-3900-4300-760	345542090001
			592.97	PO240675-001	19.21	01-0111-0-1110-1000-4200-740-201	347756664001
			592.97	PO240679-001	74.30	01-0105-0-1310-1000-4300-105	350241065001
W-914315	007457-01 PACIFIC AUTISM L	01/30/2024	7,244.75	PO240261-008	7,244.75	01-6500-0-5750-1180-5861-730	7138521
W-914316	012067-01 PIONEER HEALTHCA	01/30/2024	3,720.00	PO240414-019	3,720.00	01-6500-0-5750-1180-5867-730	34637
W-914317	011588-02 TRAFERA LLC	01/30/2024	1,864.28	PO240619-001	1,864.28	12-6105-0-0001-1000-4300-100	I000896567

Warrant/EFT Count: 194 **Total Warrant/EFT Amount:** 1,647,508.33

CABRILLO UNIFIED SCHOOL DISTRICT

498 Kelly Avenue, Half Moon Bay, California 94019 • 650 712-7100 • Fax 650 726-0279 • www.cabrillo.k12.ca.us

SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Carmen Daniel
Kimberly Hines
Sophia Layne

MEMORANDUM

MEETING DATE: February 15, 2024
TO: Members of the Governing Board
FROM: J Jesús Contreras, Ed.D., Deputy Superintendent of Business Services
CATEGORY: Consent/Action
ITEM TITLE: Ratification of Emergency Repair Approval of the Sinkhole at HMBHS Campus

BACKGROUND INFORMATION

As a result of the winter storms, a sinkhole developed at the edge of Half Moon Bay High School (HMBHS) on the incline facing the back of the Highland Avenue neighborhood. CUSD Maintenance and Operations staff diligently attempted repairs, but the most recent storm required emergency intervention procured through a local contractor. The proposal provided by the contractor came over the $50,000 threshold authorized by the Governing Board to CUSD administrators. Thus, CUSD staff presents this proposal for Board ratification.

This emergency solution will stabilize the sinkhole until a final solution is devised during the summer. We anticipate a final solution to cost around $200,000. CUSD will bid on the work in the upcoming weeks.

FISCAL ANALYSIS

The emergency stabilization of the sinkhole will be covered with Bond funds (Fund 21).

RECOMMENDATION

Ratify emergency repair approval of the sinkhole at HMBHS.

ANDREINI BROS. INC.

Andreini Bros. Inc
151Main St.
Half Moon Bay, Ca. 94019
PH. (650) 726-2065
FAX. (650) 726-7929

PROPOSAL

PROPOSAL SUBMITTED TO		PHONE	DATE
Cabrillo Unified School District	Attn; Jaime Ricoj		02/02/24
STREET		JOB NAME	
Kelly		Explore and stabilize failed storm drain	
CITY, STATE AND ZIP CODE		JOB LOCATAION	
HMB, Ca		HMB High School Field, Lewis Foster Dr, HMB	
ARCHITECT	DATE OF PLANS		JOB PHONE
None	None		

We hereby submit specifications and estimates for:

Budget pricing to explore failed storm drain, remove concrete debris and failed section of concrete valley gutter, work includes excavation of resulting hole of debris, concrete chunks and roots, saw cut and remove damaged PCC valley gutter, slope back hole for safe observation of failed storm drain pipe. Pricing to include the following items:

1. Storm Water Pollution Protection and safety fencing. Subtotal $ 2,955.00
2. Construction access path and staging area. Subtotal $ 4,500.00
3. Demo failed concrete and clean sump hole with off haul. Subtotal $ 16,800.00
4. Expose pipe and clean excavation. Subtotal $ 6,760.00
5. Slope hole for safety and grade to drain to bottom channel. Subtotal $ 9,020.00
6. Install plastic on slopes and whatever flex pipe need for surface drainage. Subtotal $ 10,980.00

Total Price $ 51,015.00

Does not include: tree removal, stump removal, design, engineering, testing, repair of failed 30" storm drain pipe, replacement of failed concrete, irrigation or vegetation replacement, permits or bonds.

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

$ 51,015.00

Payment to be made as follows:

100% UPON COMPLETION; 1 ½% ADDED TO BILLS PAST 30 DAYS

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike Manner according to specifications submitted per standard practices. Any alteration or deviation from Above specifications involving extra costs will be executed only upon written orders, and will become An extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner will carry fire, tornado and other neccssary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature
MARIO ANDREINI
Note: this proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are Authorized to do the work as specified. Payment will be made as outlined above.

Signature [redacted]

Date of Acceptance: 2/2/2024

Signature J Jesus Contreras, CBO

CABRILLO UNIFIED SCHOOL DISTRICT

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SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Carmen Daniel
Kimberly Hines
Sophia Layne

MEMORANDUM

MEETING DATE: February 15, 2024
TO: Members of the Governing Board
FROM: J Jesús Contreras, Ed.D., Deputy Superintendent of Business Services
CATEGORY: Consent/Action
ITEM TITLE: Approval of Amendment to QKA contract for Architectural Design of Swing Space and other Services (0.5 Complex) for the El Granada Modernization Process

BACKGROUND INFORMATION

To accommodate the demolition of portables and make room for a new classroom building (Phase I) at El Granada Elementary School, it is necessary to design swing space, align portables moved within the campus, install two portables moved from Cunha Intermediate School, install restrooms, and install a new portable at the back of the school near Santiago Avenue. This area has been designated as the 0.5 Complex. Quattrocchi Kwok Architects (QKA) is charged with the task of designing, calculating, and procuring authorization from the Division of the State Architect (DSA) to design Phase I, the 0.5 Complex, and Phase II.

Staff hereby requests approval of a contract for the design of the El Granada 0.5 Complex.

FISCAL ANALYSIS

The El Granada Elementary School modernization projects will be covered with Bond funds.

RECOMMENDATION

Approval of the contract with QKA for the design of the 0.5 Complex at El Granada Elementary School.

AMENDMENT NO. 1 TO AGREEMENT FOR ARCHITECTURAL SERVICES BY AND BETWEEN CABRILLO UNIFIED SCHOOL DISTRICT AND QUATTROCCHI KWOK ARCHITECTS, INC., FOR EL GRANADA ELEMENTARY SCHOOL PROJECT

This Amendment No. 1 to the Agreement for Architectural Services ("Amendment No. 1") is made and entered into this _15th day of February, 2024 ("Effective Date") by and between Cabrillo Unified School District ("District") and Quattrocchi Kwok Architects, Inc., ("Architect") (collectively, the "Parties") as follows:

RECITALS

WHEREAS, the Parties previously entered the Agreement for Architectural Services ("Agreement"), dated August 12, 2021, for the El Granada Elementary School, Phase One – New One-Story Classroom Building and Site Development ("Phase 1"); and

WHEREAS, Architect and District subsequently agreed to Architect's letter proposals, dated September 20, 2022, and August 31, 2023, to provide architectural services for an additional phase of work at El Granada Elementary School for Pre-K Classrooms and Playgrounds Plus K-6 Playgrounds ("Phase .5").

WHEREAS, at this time, the Parties desire to amend and supplement the Agreement to formally acknowledge that Phase .5 is and has been incorporated into the Agreement.

NOW, THEREFORE, the Parties agree as follows:

TERMS

Section I. Amendment to Agreement.

1. Section 1.1.16 of the Agreement is amended and replaced with the following:

> **Project:** El Granada Elementary School Project, Phases .5 and 1, located at 400 Santiago Ave, Half Moon Bay, CA 94018.

2. Section 6.1.1.3 is added to the Agreement as follows:

> The District shall pay Architect for all Services under Phase .5 an amount not to exceed One Hundred Eighty-Six Thousand, One Hundred, and 00/100 Dollars ($186,100.00). Architect shall bill all Services under Phase .5 on a time and materials basis in accordance with the hourly rates and markup on reimbursable expenses under **Exhibit B**.

3. Section 1 of Exhibit A to the Agreement is amended and replaced with the following:

> Project Name: El Granada Elementary School, Phases .5 and 1.
>
> Phase .5 includes the Pre-K Classrooms and Playgrounds plus K-6 Playgrounds. Phase 1 includes the New One-Story Classroom Building and Site Development.

4. This Amendment supersedes Architect's letter proposals for Phase .5, dated September 20, 2022, and August 31, 2023.

Section II. All Other Provisions Reaffirmed.

All other provisions of the Agreement shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. 1 and any provision of the Agreement, the provisions of this Amendment No. 1 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to the Agreement to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the dates indicated below:

Dated: _____, 2024	Dated: _____, 2024
CABRILLO UNIFIED SCHOOL DISTRICT	QUATTROCCHI KWOK ARCHITECTS, INC.
Sign: _____	Sign: _____
Name: _____	Name: _____
Title: _____	Title: _____

CABRILLO UNIFIED SCHOOL DISTRICT

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SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Carmen Daniel
Kimberly Hines
Sophia Layne

MEMORANDUM

MEETING DATE: February 15, 2024
TO: Members of the Governing Board
FROM: J Jesús Contreras, Ed.D., Deputy Superintendent of Business Services
CATEGORY: Consent/Action
ITEM TITLE: Approval of Piggyback Contract for Farallone View and El Granada Elementary Furniture

BACKGROUND INFORMATION

To benefit from better pricing and timely availability of furniture for the modernizations at both Farallone View and El Granada Elementary schools, CUSD staff requests Board approval to piggyback on the bidding and contract for Los Rios Community College District. The quality and versatility of the furniture covered under this contract have shown their value on other renovated campuses. This approval will facilitate the timely purchasing and delivery of furniture for both the Farallone View and El Granada Elementary School modernization processes.

FISCAL ANALYSIS

The purchase of furniture for Farallone View and El Granada schools will be covered with Bond funds.

RECOMMENDATION

Approve CUSD staff to piggyback onto the Los Rios Community College District contract for the procurement of furniture to modernize Farallone View and El Granada elementary schools.

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES **DATE:** August 14, 2019

SUBJECT:	Contract Award: Districtwide Furniture & Related Services	ATTACHMENT: None	
		ENCLOSURE: None	
AGENDA ITEM:	Action Item D	TYPE OF BOARD CONSIDERATION:	
RECOMMENDED BY:	Mario Rodriguez, Vice Chancellor Finance & Administration	CONSENT/ROUTINE	
		FIRST READING	
APPROVED FOR CONSIDERATION:	Brian King, Chancellor	ACTION	X
		INFORMATION	

BACKGROUND:
The District's five-year furniture contract was awarded in 2014 and expires August 24, 2019. During the five-year contract, the District spent over $6 million to furnish new construction and replace obsolete furniture.

District Purchasing published a request for bids for a single vendor, multi-year contract to continue the standardized furniture program District wide in accordance with Ed Code 81644. This type of contract has provided: 1) uniformity and flexibility of office workstation furniture for all locations; 2) ergonomically sound equipment; 3) firm competitive pricing; 4) complete installation; and 5) significant time savings for all employees in the research and purchase of office furniture. Required services include design services and custom catalogs that are provided to District and college staff. Furniture covered under this contract includes freestanding modular furniture, wall mounted furniture, panel systems, training room furniture, lab chairs, task seating, ADA compliant desks and file cabinets.

The initial contract is for two (2) years with an option for annual renewal for up to three (3) additional years. Discount rate offered from list prices will remain firm throughout the contract. Purchases will be made on an as needed basis. Estimated annual expenditures will vary based upon the nature and timing of facilities projects.

STATUS:
The plans and specifications were publicly advertised for qualified bidders. Qualified bidders were asked to provide a lump sum bid amount. Invitations to qualify were forwarded to firms specializing in modular furniture systems. Bidders were asked to provide a firm discount rate from list pricing and specific pricing on typical workstations. A total of three (3) bids were received.

Qualified Bidder Name	Product	Single Disount	Base Bid	Alternate 1	Alternate 2	Alternate 3	Total Bid
Campbell Keller	Allsteel	64.50%	$25,228.79	$19,053.56	$10,084.84	$1,382.73	$55,749.92
MTA*	N/A	N/A	N/A	N/A	N/A	N/A	Non-Responsive
VCO*	N/A	N/A	N/A	N/A	N/A	N/A	Non-Responsive

*Non-Responsive: MTA did not include seating with Typical configurations per bid requirement and they quoted multiple discounts on base and alternate bid contrary to bid requirement.
*Non-Responsive: VCO did not bid to the requirements in the Typical configuration and specifications.

The lowest responsive, responsible bidder was determined by adding the sum of the base bid and three (3) alternates as well as thoroughly reviewing submitted bids.

RECOMMENDATION:
It is recommended that the Board of Trustees award the contract for Bid #19017 to Campbell Keller for the base bid and three (3) alternates, for a total bid amount of $55,749.92.

CONTRACT

Districtwide Furniture and Other Related Services - BID# 19017

THIS CONTRACT, made and entered into this 15 day of August, 2019 between Los Rios Community College District, a political subdivision of the State of California, hereinafter referred to as District, and Jones-Campbell Co., Inc. DBA Campbell Keller, hereinafter referred to as Contractor;

WITNESSETH:

WHEREAS, the Board of Trustees of said District heretofore caused plans and specifications for the work hereinafter mentioned to be prepared, and thereafter did approve and adopt said plans and specifications; and,

WHEREAS, the Board of Trustees of said District did cause to be noticed for the time and in the manner required by law a Notice inviting sealed bids for the performance of said work; and,

WHEREAS, Contractor, in response to such Notice, submitted to the Board of Trustees of said District within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid and proposal, and the other bids and proposals submitted in response to said Notice, the Board of Trustees of said District publicly opened and canvassed in the manner provided by law; and,

WHEREAS, Contractor was the lowest responsive responsible bidder for the performance of said work, and said Board of Trustees of said District, as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsive responsible bidder for the work and award to him/her a contract therefore.

NOW, THEREFORE, in consideration of the above, it is mutually agreed between the parties hereto as follows, to wit:

SCOPE OF WORK:

The work shall consist of, but not be limited to, **providing furniture, design, installation and additional related support services districtwide.**

TERMS AND CONDITIONS

This Contract, and the Contract Documents, consist of the Contract Documents identified in the General Terms & Conditions, Article 9, all of which are incorporated herein by reference as though set forth in full, and all of which are part of this Contract, and Contractor and District agree to comply with and fulfill all obligations, promises, covenants and conditions imposed upon each of them in the Contract Documents. All of said work done under this Contract shall be performed to the satisfaction of the Board of Trustees of said District, or its representative, who shall have the right to reject any and all materials and supplies furnished by Contractor which do not strictly comply with said plans and specifications, together with the right to require Contractor to replace any and all work furnished by Contractor which shall not either in Workmanship or material be in strict accordance with said plans and specifications.

Upon condition the Contractor faithfully performs its obligations herein, District agrees to authorize and make payment to Contractor (subject to the terms and conditions of the Contract Documents) at the:

SINGLE DISCOUNT:	Sixty-Four and 1/2 percent (specify in words)	64.5 % (specify in figures)
HOURLY DESIGN:	Seventy Five dollars per hour (specify in words)	75:00/hour (specify in figures)

IN WITNESS WHEREOF, District and Contractor have caused this Agreement to be signed as of the day and year first above written.

Mario Rodriguez
Vice Chancellor Finance and Admin
Los Rios Community College District

DISTRICT:

Los Rios Community College District
by the Board of Trustees

By: _____
(Signature of Authorized Agent)

Date: 8/16/19

CONTRACTOR:

Campbell Keller

By: _____
(Signature of Authorized Agent)

Date: 8/14/19

(If signature is by other than the sole proprietor, general partner, or corporate officers, attach an original Power of Attorney.)

AMENDMENT # 3

to the

CONTRACT

BETWEEN LOS RIOS COMMUNITY COLLEGE DISTRICT AND

JONES-CAMPBELL CO INC dba CAMPBELL KELLER

WHEREAS, Los Rios Community College District (DISTRICT) and Jones-Campbell Co., Inc dba Campbell Keller (CONTRACTOR) entered into a Contract effective August 15, 2019 (CONTRACT); and,

WHEREAS, the parties now desire to extend the services.

NOW, THEREFORE, the parties agree as follows:

1. The CONTRACT is extended to August 24, 2024.

2. All other terms and conditions of the CONTRACT shall remain in full force and effect.

IN WITNESS WHEREOF, DISTRICT, a locally governed public agency, has executed this Amendment by its Associate Vice Chancellor Finance, and CONTRACTOR has caused it to be duly executed.

Date: Feb 8, 2023 Date: Feb 1, 2023

Name: Jamie Ruggles Name: Craig Campbell

Jamie Ruggles Contractor

Interim Assoc. Vice Chancellor Finance

LOS RIOS
COMMUNITY COLLEGE DISTRICT

American River College
Cosumnes River College
Folsom Lake College
Sacramento City College

1919 Spanos Court
Sacramento, CA 95825
Phone: 916 568-3021
Fax: 916 561-0574
www.losrios.edu

August 15, 2019

Campbell Keller
ATTN: Craig Campbell
3041 65th Street, #3
Sacramento, CA 95820

VIA EMAIL: ccampbell@campbellkeller.com

Subject: Notice of Award – Bid # 19017 Districtwide Furniture & Related Services

The Los Rios Community College District Board has approved the award of a contract to Campbell Keller for the Districtwide Furniture & Related Services - Bid #19017 during the August 14, 2019 meeting.

The contract pricing shall be for the single discount off published list price at 64.5% for the single manufacturer Allsteel and for the hourly design rate of $75.00. The total bid amount of $55,749.92 used to determine the low bidder includes the workstation typical levels (base bid) plus the alternates.

The term of the contract will be for an initial term of two (2) years with the option to extend three additional one (1) year terms not to exceed five (5) years.

Please mail or deliver the following documents to my attention within 10 calendar days, preferably by 8/20/19:

- Four (4) signed copies of the Contract provided within the Project Manual.
- Insurance Certificates and Additional Insured Endorsements as described in the Project Manual, General Conditions, Article 10, pages 4-5.

After the contract is fully executed, we will contact you to set up campus visits. Thank you and please direct any questions you may have to Paula Gordon, Purchasing Supervisor at (916) 568-3149.

Sincerely,

Paula Gordon

Paula Gordon,
Purchasing Supervisor
Phone: 916-568-3149
Fax: 916-568-3145

cc: Bid File

Base Bid All Inclusive

Line 1. Discount off of published list price: 64.5 %

Line 2. Lead time from order date to installation: Can vary, usually 6 weeks

Show List Prices as follows:

Line 3. Typical 'A' *(see drawings in Special Conditions)*

	(LOW) Level One	(MEDIUM) Level Two	(HIGH) Level Three
	$ 13,166.00	$ 13,945.00	$ 14,944.00
Brand name and model of product being offered	Allsteel Terrace	Allsteel Terrace	Allsteel Terrace

Line 4. Typical 'B' *(see drawings in Special Conditions)*

	(LOW) Level One	(MEDIUM) Level Two	(HIGH) Level Three
	$ 9,450.00	$ 9,960.00	$ 9,602.00
Brand name and model of product being offered	Allsteel Cadence	Allsteel Cadence	Allsteel Cadence

Line 5. Grand Total List: $ 71,067.00
(Total each of the six typical price levels for 'A' and 'B' listed on Line 3 and Line 4)

Line 6. Grand Total Net after Discount: $ 25,228.79
(Apply the discount off of published price on Line 1 to the Grand Total List on Line 5)

Alternate 1

Line A1. Add option for laminate panels (laminate exterior, fabric interior) to Typical 'A' as shown on Line 3.

	(LOW) Level One	(MEDIUM) Level Two	(HIGH) Level Three
Alternate 1 pricing	$ 16,865.00	$ 17,644.00	$ 19,163.00
Brand name and model of product being offered	Allsteel Terrace	Allsteel Terace	Allsteel Terrace

Line A2. Grand Total List: $ 53,672.00
(Total each of the three Alternate 1 price levels for 'A' listed on Line A1)

Line A3. Grand Total Net after Discount: $ 19,053.56
(Apply the discount off of published price on Line 1 to the Grand Total List on Line A2)

Alternate 2

Line A4. Add option for laminate office furnishings to Typical 'B' Level 1 and Level 2 as shown on Line 4.

	(LOW) Level One	(MEDIUM) Level Two
Alternate 2 pricing	$ 13,962.00	$ 14,446.00
Brand name and model of product being offered	Allsteel - Terrace	Allsteel Terrace

Line A5. Grand Total List: $ 28,408.00
(Total each of the two Alternate 2 price levels for 'B' listed on Line A4)

Line A6. Grand Total Net after Discount: $ 10,084.84
(Apply the discount off of published price on Line 1 to the Grand Total List on Line A5)

Pricing shall include, design, specification, receiving, up to 30 days of warehousing, delivery, and installation.
Include with this pricing the 2D and 3D drawings of each typical and level, and the separate breakdown of each typical and level by quantity, order numbers, description and list prices for each component to constitute the entire typical. Each pricing breakdown should be totaled and match the pricing stated above.
Provide hourly fee: $ 75.00
(includes reconfiguration design, long range planning, cooperative project services)
Use of Contract by Other Agencies:
Other public agencies in the State of California may wish to procure Standard Office Furniture and related Support Services per the items and conditions as specified in this ITB. Any agency utilizing this contract would deal directly with the vendor and not through Los Rios Community College District. Please indicate if your company would be willing to extend this contract to other agencies.

_X_ Yes, length of time pricing will remain firm: 365 days

____ No

Alternate 3 Drop Ship (No Installation)

Line B1. Lead time from order date to delivery: Can vary, usually 6 weeks
(do not include prevailing wage)

Show List Prices as follows:

Line B3 Chairs:

	(TASK1 - SHORT CYLINDER - MESH) Level One	(TASK2 – AVERAGE CYLINDER - UPHOLSTERED) Level Two	(MATCHING STOOL W/FOOT REST) Level Three
Alternate B3 pricing	$ 798.00	$ 1,051.00	$ 1,340.00
Brand name and model of product being offered	Allsteel - Scout	Allsteel - Scout	Allsteel - Scout

Line B4 Ergonomics:

	(KEYBOARD PLATFORM) Level One	(MONITOR ARM) Level Two
Alternate B4 pricing	$	$ 706.00
Brand name and model of product being offered	See secondary list per addendum #1	Allsteel ZW820D

Line B5. Grand Total List: $ 3,895.00
(Total each of the five typical price levels for Chairs and Ergonomics set forth on Lines B3 and B4)

Line B6. Grand Total Net after Discount: $ 1,382.73
(Apply the discount off of published price on Line 1 to the Grand Total List on Line B5)

Pricing to include, product specification, receiving, up to 30 days of warehousing, and delivery. Include with this pricing each product catalog, order numbers, description and list prices for each item.

Use of Contract by Other Agencies:
Other public agencies in the State of California may wish to procure Standard Office Furniture and related Support Services per the items and conditions as specified in this ITB. Any agency utilizing this contract would deal directly with the vendor and not through Los Rios Community College District. Please indicate if your company would be willing to extend this contract to other agencies.

X Yes, length of time pricing will remain firm: 365 days

____ No

The bidder agrees to perform the Base Bid and all Alternates for the Grand Total Net after Discount:

Line C1. Base Bid

The bidder agrees to perform the **Base Bid** work for the Grand Total Net after Discount (Line 6):

Twenty Five Thousand two hundred twenty eight dollars & 79/100 (Specify total dollar amount in words printed or typed) Dollars $ 25,228.79 (Specify in figures)

Line C2. Alternate No. 1

Alternate laminate panels. Provide an ADDITIVE amount for the Grand Total Net after Discount (Line A3):

Nineteen Thousand, fifty three dollars and fifty six cents (Specify total dollar amount in words printed or typed) Dollars $ 19,053.56 (Specify in figures)

Line C3. Alternate No. 2

Alternate laminate office furnishing. Provide an ADDITIVE amount for the Grand Total Net after Discount (Line A6):

Ten Thousand eighty four dollars and eight four cents (Specify total dollar amount in words printed or typed) Dollars $ 10,084.84 (Specify in figures)

Line C4. Alternate No. 3

Alternate Drop Ship (No Installation). Provide an ADDITIVE amount for the Grand Total Net after Discount (Line B6):

One Thousand three hundred eighty two dollars and seventy three cents (Specify total dollar amount in words printed or typed) Dollars $ 1,382.73 (Specify in figures)

Line C5. Total Bid

Total bid amount shall include the Base Bid Grand Total Net after Discount amounts and the sum of all alternates (Line C1 plus Line C2 plus Line C3 and Line C4):

Fifty five thousand seven hundred forty nine dollars and ninety two cents (Specify total dollar amount in words printed or typed) Dollars $ 55,749.92 (Specify in figures)

The lowest responsive bid shall be determined based on the sum of the base bids, all additive and all deductive alternates.

3. The bidder—having the appropriate active license required by the State of California and having carefully read and examined the plans, specifications, and all related bidding documents as prepared by the Los Rios Community College District for the project described as: **Districtwide Furniture Bid & Related Services - BID# 19017**, as well as having performed a full and complete examination of the proposed work and all information available to bidder, and being familiar with all the conditions related to the proposed work, including the availability of materials, equipment, and labor—hereby offers to furnish all labor, materials, tools, transportation, delivery, services, equipment and taxes necessary to complete the work of the described project in accordance with the Contract Documents, and to complete all requirements

SECONDARY "NON-AWARD" MANUFACTURERS

List secondary manufacturers, product series if not the entire product offering, and single discount from the manufacturer's published list price. If pricing corresponds to existing contract, include contract name and number and whether services are included with pricing.

Name & Series:	Lead time from order to installation:	Discount from List Price:
9 to 5 Seating *	Will Vary	53.00 %
Action Laminates *	Will Vary	33.00 %
Allermuir *	Will Vary	27.00 %
Allseating *	Will Vary	40.00 %
Arcadia *	Will Vary	36.00 %
Arconas *	Will Vary	33.00 %
Artcobell *	Will Vary	45.00%
Berco *	WillVary	40.00 %
Beyond *	Will Vary	27.0 %
Bretford *	Will Vary	27.00 %
Cabott Wren *	Will Vary	33.00 %
Central Valley Casework	Will Vary	27.00 %
Chief/Legrand *	Will Vary	53.00 %
Claridge *	Will Vary	40.00 %

*Asterisk applies to manufacturers that charge additional freight based on size of order, which will be an additional charge beyond discounted price. Most manufacturers have been adding tariffs for the current China trade conflict which is also an additional charge to the discounted price, similar to fuel surcharges for large spikes in gas prices. These additional charges cannot be added after an order is placed. They are to be clearly displayed on Campbell Keller proposals, and must be agreed to by the buyer in advance of ordering.

SECONDARY "NON-AWARD" MANUFACTURERS

List secondary manufacturers, product series if not the entire product offering, and single discount from the manufacturer's published list price. If pricing corresponds to existing contract, include contract name and number and whether services are included with pricing.

Name & Series:	Lead time from order to installation:	Discount from List Price:
Clarin *	Will Vary	30.00 %
Clarus *	Will Vary	33.00 %
Community *	Will Vary	40.00 %
Creative Wood *	Will Vary	20.00 %
Custom Transitions *	Will Vary	27.00 %
DFM *	Will Vary	20.00 %
Diversified Woodcrafts *	Will Vary	50.00 %
Eagan Visual *	WillVary	33.00 %
EMU *	Will Vary	1.00 %
Encore *	Will Vary	40.00 %
Enwork *	Will Vary	53.00 %
ERG *	Will Vary	33.00 %
ESI *	Will Vary	40.00 %
Fireking *	Will Vary	33.00 %

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Name & Series:	Lead time from order to installation:	Discount from List Price:
Fleetwood *	Will Vary	27.00 %
Fomcore *	Will Vary	43.00 %
Forms+Surfaces *	Will Vary	-25.00 %
Global Industrial *	Will Vary	27.00 %
Grand Rapids *	Will Vary	33.00 %
Great Openings *	Will Vary	27.00 %
Gressco *	Will Vary	-6.00 %
Gunlocke *	WillVary	40.00 %
Haskell *	Will Vary	40.00 %
HBF *	Will Vary	33.00 %
HON *	Will Vary	46.00 %
HPL *	Will Vary	33.00 %
Humanscale *	Will Vary	46.00 %
ICF *	Will Vary	33.00 %

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Name & Series:	Lead time from order to installation:	Discount from List Price:
ISE *	Will Vary	33.00 %
Jasper Chair *	Will Vary	40.00%
Jonti-Craft *	Will Vary	20.00 %
Keilhauer *	Will Vary	33.00 %
KI *	Will Vary	35.00 %
Lakeshore *	Will Vary	-19.00 %
Leland *	Will Vary	33.00 %
Lencore *	WillVary	20.00 %
Liat (formerly Jasper Library) *	Will Vary	27.00 %
Lightcorp *	Will Vary	40.00 %
Loftwall *	Will Vary	33.00 %
Lowenstein *	Will Vary	27.00 %
Lyon *	Will Vary	27.00 %
Magnuson Group *	Will Vary	27.00 %

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Name & Series:	Lead time from order to installation:	Discount from List Price:
Mayline *	Will Vary	40.00 %
Media Technology *	Will Vary	37.00 %
Mitchell Mfg. *	Will Vary	39.00 %
Mitlite *	Will Vary	27.00 %
MTS *	Will Vary	40.00 %
National *	Will Vary	45.00 %
National Public Seating *	Will Vary	36.00 %
Nevins *	WillVary	40.00 %
Norval Nieval *	Will Vary	40.00 %
Nxtwall *	Will Vary	20.00 %
OFS *	Will Vary	45.00 %
Oklahoma Sound *	Will Vary	36.00 %
Palmer Hamilton *	Will Vary	40.00 %
Paragon *	Will Vary	27.00 %

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Name & Series:	Lead time from order to installation:	Discount from List Price:
Peter Pepper *	Will Vary	27.00 %
PhabLab *	Will Vary	20.00 %
Republic *	Will Vary	27.00 %
RFM/Reimers *	Will Vary	40.00 %
Safco *	Will Vary	33.00 %
Scholar Craft *	Will Vary	40.00 %
Screenflex *	Will Vary	1.00 %
Seating Concepts *	WillVary	27.00 %
Sit-on-it/Exemplis *	Will Vary	40.00 %
Smith Systems *	Will Vary	27.00 %
Spacesaver (Systems and Space) *	Will Vary	27.00 %
SPEC *	Will Vary	39.00 %
Special T *	Will Vary	40.00 %
Surface Works *	Will Vary	33.000 %

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Name & Series:	Lead time from order to installation:	Discount from List Price:
Swiftspace *	Will Vary	33.00 %
Tenjam *	Will Vary	45.00 %
Tropitone *	Will Vary	27.00 %
Ultrasite *	Will Vary	-2.00 %
Unika Vaev *	Will Vary	-33.00 %
Versteel *	Will Vary	33.00 %
Via *	Will Vary	33.00 %
VS *	WillVary	14.00 %
Wenger *	Will Vary	-33.00 %
Wisconsin Bench *	Will Vary	53.00 %
Workrite *	Will Vary	48.00 %
Workrite 3170-22TGB + UB317RL25 $245.44/unit	Will Vary	
	Will Vary	
	Will Vary	

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LOS RIOS COMMUNITY COLLEGE DISTRICT
1919 Spanos Court, Sacramento, CA 95825
Phone (916) 568-3071 FAX (916) 568-3145
Purchasing Department

American River College Cosumnes River College Folsom Lake College Sacramento City College

NOTICE TO BIDDERS

Districtwide Furniture and Other Related Services - BID# 19017

Notice is hereby given that the Board of Trustees of the Los Rios Community College District (District) will receive sealed bids for a lump sum contract according to the specifications prepared for Los Rios Community College District and described in general as: **Districtwide Furniture and Related Services – BID# 19017**.

The work shall consist of, but not be limited to, **providing furniture, design, installation and additional related support services districtwide.**

The Bidder shall include in the bid all labor, tools, transportation, equipment, services, incidentals, taxes and materials for a complete and working project in conformance with the Contract Documents. **Bidder must submit the Bidder (Pre) Qualification Questionnaire by Thursday, May 16, 2019 2:00 PM to the Purchasing Department via mail, email or fax using contact information below. Only approved, qualified bidders will be allowed to participate in the competitive solicitation process to submit a formal bid response. Bidder notification regarding qualification status will be available no later than Thursday May 30, 2019.**

US Mail
TO: LRCCD Board of Trustees
Attn: Purchasing Dept.
2100 Northrop Avenue, Suite 200
Sacramento, CA 95825

Hand Delivered
TO: LRCCD Board of Trustees
Attn: Purchasing Dept.
2100 Northrop Avenue, Suite 200
Sacramento, CA 95825

The estimated cost will vary by project. The prior five-year contract expenditures reached approximately **$6,000,000** with an average annual spend of $1.2M. The time allowed for completion is **determined by each project schedule.** The contract term shall be for a period of twenty-four (24) months with three (3) annual renewal options.

Work to be performed under the Contract Documents requires a California State License Board **Classification D-34, Prefabricated Equipment Contractor.**

A **mandatory** pre-bid project conference for **approved, qualified bidders** is scheduled for Tuesday, **Wednesday, June 5, 2019 at 2:00 PM.** Attendance at the pre-bid conference is **required**, as it may be the only opportunity for bidders to review the bidding documents with the District. All interested parties should report to the conference room at **Facilities Management, 3753 Bradview Drive, Sacramento, CA 95827; there is no requirement** to obtain a temporary parking pass **and you will be required to sign the visitor's log.**

Bids must be received at the Los Rios Community College District Facilities Management Office

during the business hours of 8:00 AM through 4:30 PM, Monday through Friday, holidays excepted.

US Mail
TO: LRCCD Board of Trustees
Attn: Purchasing Dept.
3753 Bradview Drive
Sacramento, CA 95827

Hand Delivered
TO: LRCCD Board of Trustees
Attn: Purchasing Dept.
3753 Bradview Drive
Sacramento, CA 95827

Bids will be accepted until **Thursday June 27, 2019 at 2:30 pm** at which time bids will be opened and read aloud at the address listed above in the Conference Room. No faxed bids will be accepted. Bids shall be submitted in a sealed envelope with the bid number, project name, and the bidder's name, license number & address clearly marked on the front of the envelope. For purposes of the bid opening, the time of day shall be as shown on the public clock located at the same office as listed above.

Each bidder must submit a bid to the District on the bid forms provided in the Contract Documents. **Valid proof of insurance equal to or exceeding the District's required amount must be submitted with the bid.**

Pursuant to section 1770, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. Independent of any other liability that may attach or be assessed, the Contractor shall forfeit, as penalty to the Los Rios Community College District, Fifty Dollars ($50.00) for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates, with Certifiable Payroll, for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.

Bona fide California licensed contractor bidders may view and secure copies of the proposed Project Manual/Specifications and Drawings from:

ARC Document Solutions
800 Broadway
Sacramento, CA 95818
Phone: 916-443-1322
Fax: 916-325-2455
WEB: www.e-arc.com/ca/sacramento

- No partial sets will be issued.
- Call for applicable charges.
- All charges are non-refundable.

Drawings and specifications may be examined at the following plan rooms:

Sacramento Builders' Exchange
1331 T Street
Sacramento, CA 95814-7107
Phone: (916) 442-8991

Sacramento Builders' Exchange
151 N. Sunrise Ave., Suite 511
Roseville, CA 95661
Phone: (916) 782-4762

Placer County Builders' Exchange
10656 Industrial Avenue, Suite 160
Roseville, CA 95678

El Dorado Builders' Exchange
3430 Robin Lane, Suite 7
Cameron Park, CA 95682

Phone: (530) 889-3953 Phone: (530) 672-2955

All inquiries regarding this bid should be directed in writing via email to Paula Gordon, Purchasing Supervisor, gordonp@losrios.edu. The Los Rios Community College District and its Board of Trustees reserve the right to rejcct any or all bids received and/or waive any minor irregularity of a bid as the public good may require. **All bids will remain subject to acceptance for 90 days after the day of the bid opening.**

Dated: April 26, 2019

LOS RIOS

COMMUNITY COLLEGE DISTRICT

INVITATION TO BID

District Wide Furniture and Related Services

BID# 19017

ISSUE DATE
April 26, 2019

DUE DATE
Prequalification Questionnaire:
May 16, 2019, 2:00 PM

Bid:
June 27, 2019, 2:00 PM

Prepared by:
Purchasing Department
Los Rios Community College District
1919 Spanos Court
Sacramento, CA 95825
(916) 568-3071

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10. Contract
11. Waste Reduction & Recycle Program
12. Bidder (Pre) Qualification Questionnaire – **Due Thursday, May 16, 2019, 2:00 PM**
13. General Terms and Conditions
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EXHIBIT A
Category Spend of Purchased Products

DRAWINGS
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Typical B, Level 2
Typical B, Level 3

Bid# 19017 District Wide Furniture and Related Services

BID TIMELINE

TASK	RESPONSIBILITY	DUE DATE
1. Advertisement Dates	District	Two consecutive Fridays: 4/26/19 and 5/3/19
2. Proposers submit Prequalification no later than	Proposer	5/16/19, 2:00pm
3. Prequalification's Review	District	5/24/19 2:00pm
4. Proposers notified if selected for bidding	District	5/29/19
5. Mandatory Prebid Conference	District/Proposers	6/5/19 2:00
6. RFI (request for information)	Proposer	6/7/19 2:00pm
7. RFI response	District	6/12/19 noon
8. Bids due	Proposer	6/27/19 2:30pm
9. Evaluation of bids	District	7/25/19 11:00am
10. Notice of intent to award	District	7/26/19
11. Present selected Proposer to the Board of Trustees for approval	District	8/14/19
12. Notice of award	District	8/15/19

NOTICE TO BIDDERS

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Notice is hereby given that the Board of Trustees of the Los Rios Community College District (District) will receive sealed bids for a lump sum contract according to the specifications prepared for Los Rios Community College District and described in general as: **Districtwide Furniture and Related Services – BID# 19017.**

The work shall consist of, but not be limited to, **providing furniture, design, installation and additional related support services districtwide.**

The Bidder shall include in the bid all labor, tools, transportation, equipment, services, incidentals, taxes and materials for a complete and working project in conformance with the Contract Documents. **Bidder must submit the Bidder (Pre) Qualification Questionnaire by Thursday, May 16, 2019 2:00 PM to the Purchasing Department via mail, email or fax using contact information below. Only approved, qualified bidders will be allowed to participate in the competitive solicitation process to submit a formal bid response. Bidder notification regarding qualification status will be available no later than Wednesday May 29, 2019.**

The estimated cost will vary by project. The prior five-year contract expenditures reached approximately **$6,000,000** with an average annual spend of $1.2M. The time allowed for completion is **determined by each project schedule.** The contract term shall be for a period of twenty-four (24) months with three (3) annual renewal options.

Work to be performed under the Contract Documents requires a California State License Board **Classification D-34, Prefabricated Equipment Contractor.**

A **mandatory** pre-bid project conference for **approved, qualified bidders** is scheduled for Tuesday, **Wednesday, June 5, 2019 at 2:00 PM.** Attendance at the pre-bid conference is **required,** as it may be the only opportunity for bidders to review the bidding documents with the District. All interested parties should report to the conference room at **Facilities Management, 3753 Bradview Drive, Sacramento, CA 95827; there is no requirement** to obtain a temporary parking pass **and you will be required to sign the visitor's log.**

Bids must be received at the Los Rios Community College District Purchasing Department during the business hours of 8:00 AM through 4:30 PM, Monday through Friday, holidays excepted.

US Mail
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Attn: Purchasing Dept.
2100 Northrop Avenue, Suite 200
Sacramento, CA 95825

Hand Delivered
TO: LRCCD Board of Trustees
Attn: Purchasing Dept.
2100 Northrop Avenue, Suite 200
Sacramento, CA 95825

Bids will be accepted until **Thursday, June 27, 2019 at 2:30 pm** at which time bids will be opened and read aloud at the address listed above in the Conference Room. No faxed bids will be accepted. Bids shall be submitted in a sealed envelope with the bid number, project name, and the bidder's name, license number & address clearly marked on the front of the envelope. For purposes of the bid opening, the time of day shall be as shown on the public clock located at the same office as listed above.

Each bidder must submit a bid to the District on the bid forms provided in the Contract

Documents. Valid proof of insurance equal to or exceeding the District's required amount must be submitted with the bid.

Pursuant to section 1770, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. Independent of any other liability that may attach or be assessed, the Contractor shall forfeit, as penalty to the Los Rios Community College District, Fifty Dollars ($50.00) for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates, with Certifiable Payroll, for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.

Bona fide California licensed contractor bidders may secure copies of the proposed Project Manual/Specifications and Drawings from:

ARC Document Solutions
800 Broadway
Sacramento, CA 95818
Phone: 916-443-1322
Fax: 916-325-2455
WEB: www.e-arc.com/ca/sacramento

- ❖ No partial sets will be issued.
- ❖ Call for applicable charges.
- ❖ All charges are non-refundable.

Drawings and specifications may be examined at the following plan rooms:

Sacramento Builders' Exchange
1331 T Street
Sacramento, CA 95814-7107
Phone: (916) 442-8991

Sacramento Builders' Exchange
151 N. Sunrise Ave., Suite 511
Roseville, CA 95661
Phone: (916) 782-4762

Placer County Builders' Exchange
10656 Industrial Avenue, Suite 160
Roseville, CA 95678
Phone: (530) 889-3953

El Dorado Builders' Exchange
3430 Robin Lane, Suite 7
Cameron Park, CA 95682
Phone: (530) 672-2955

All inquiries regarding this bid should be directed in writing to Paula Gordon, Purchasing Supervisor, Los Rios Community College District gordonp@losrios.edu. The Los Rios Community College District and its Board of Trustees reserve the right to reject any or all bids received and/or waive any minor irregularity of a bid as the public good may require. **All bids will remain subject to acceptance for 90 days after the day of the bid opening.**

Dated: June 13, 2014

INSTRUCTIONS TO BIDDERS

1. All portions of the bid form must be completed before the bid is submitted. Failure to do so may result in the bid being rejected as non-responsive. Attached to and submitted with the bid form, bidder shall provide the completed Bidder Qualifications, Non-collusion Declaration signed by bidder, Statement of Compliance, and Designation of Subcontractors-Bid Form. Failure to submit all required documents may result in the bid being rejected as non-responsive.

2. An original of the District's bid form shall be filled in and submitted as the bid. Only bids submitted on the District's Bid form will be considered. Faxed bids will not be accepted.

3. Bids and modifications received after the closing time specified in the Notice to Bidders will not be considered.

4. A **mandatory** pre-bid conference for **approved, qualified bidders** has been scheduled at Facilities Management, 3753 Bradview Drive, Sacramento, CA 95827. Due to the facts and circumstances of this particular project, the pre-bid conference may be the only opportunity to conduct the pre-bid investigation of and satisfy the pre-bid obligations set forth in these Contract Documents. If a bidder (or others) attend(s) the entirety of a scheduled pre-bid conference and need additional time to complete their investigation, bidder must notify the District in writing, via certified or registered mail, no less than two days after the pre-bid conference, to request additional time. The written request must include an estimate of the amount of additional time required by bidder.

5. Prior to submitting a bid proposal, each bidder shall examine carefully the scope of the work and the Contract Documents, and shall satisfy itself as to the character, quality, and quantity of the work or obstacles to be encountered. Bidder shall examine carefully the special project conditions for additional Bidder and Contract obligations. The submission of a bid proposal shall be conclusive evidence that the bidder has satisfied itself through bidder's own investigation as to the conditions to be encountered; the character, quality, and scope of work to be performed; the materials and equipment to be furnished; and all requirements of the Contract Documents.

6. Prior to the submission of Bids, each prospective Bidder shall fill out the Bidder (Pre) Qualification Questionnaire and submit it by the date listed in the Notice to Bidders. Only approved qualified bidders shall be allowed to submit bids. Bases for disqualification of bidders include: lack of the required license; failure to complete to the owner's satisfaction five (5) projects as a California licensed contractor performing the scope of work of the type required under this bid, four (4) of which must have an original contract price of no less than $75,000 within the past five years prior to the date of bid opening; currently (as of the date of bid opening) or within the preceding three years, having any adverse final disciplinary actions by the Contractor's State License Board, suspensions, disbarments, or similar proceedings (including stipulated agreements), restricting, limiting or prohibiting bidder from bidding or performing other contracts for any other public agency; termination of a bidder's control over a project by the owner for cause in the past five years; conviction of the bidder (or any person or entity that has a legal or equitable ownership of bidder of 10% or more) of a felony; repeated failure to complete contract within the timeframe allowed by the contract within the past seven years; a finding by a public agency or public owner the bidder has presented a false claim to a public agency or a public owner; financial statements that show the bidder is insolvent; has net assets of less than $1,500,000; or the financial statements contain findings from bidder's auditor that there are material weaknesses or significant deficiencies in the statements. Following the public opening of bids, the District may request that the apparent low bidder complete the Bidder Qualification Questionnaire included in these Contract Documents and furnish all required supporting documentation to enable the District to determine whether the apparent low bidder is qualified to perform the work described in the Contract Documents and/or is a responsible contractor.

By submission of a bid, bidder agrees to complete the Bidder Qualification Questionnaire, furnish all required attachments, sign the Bidder Qualification Questionnaire, all in strict conformance with the requirements of the Contract Documents and Bidder Qualification Questionnaire, and return to the District's Representative within ten days of District's request. If bidder fails or refuses to complete the Bidder Qualification Questionnaire, furnish all required attachments, sign the Bidder Qualification Questionnaire, or return it to the District's Representative within ten days of District's request, bidder will not be considered for award of the contract, and further, bidder agrees that the Los Rios Community College District may award the work to another bidder, call for new bids, or such other action as the District deems appropriate. In such event, the bidder shall be liable to the Los Rios Community College District for the difference between the amount of the disqualified bid and the larger amount for which the District procures the work plus all of the District's costs, damages, expenses and liabilities.

7. If for any reason the District elects to not award the contract to the apparent low bidder, the District may request in writing that the apparent second lowest bidder complete the Bidder Qualification Questionnaire and furnish all required supporting documentation to enable the District to determine whether the second low bidder is qualified to perform the work described in the Contract Documents. If for any reason the District elects to not award the contract to the apparent second lowest bidder, the District may request the third lowest bidder to complete the Bidder Qualification Questionnaire and furnish all required supporting documentation, and so on.

8. If the District receives from a bidder within the time set forth in these Contract Documents a complete Bidder Qualification Questionnaire and all required supporting documentation as required by the Contract Documents, and if the District determines that a bidder is not qualified to perform the work required by the Contract Documents, and if the District elects to not award the Contract to that bidder, the District will promptly return that bidder's bid security.

9. All Bid protests shall be filed in writing with the Purchasing Department, Los Rios Community College District, 1919 Spanos Court, Sacramento, California, 95825 by personal delivery or certified or registered mail, so that it is received by Los Rios Community College District, not later than five (5) working days after the bid opening or three (3) working days after bid submissions are made available to the public, whichever date is later.

10. The Contractor agrees to complete all of its work required in the Contract Documents, or any subsequent revisions or modifications thereto, within the time specified per project, subject to Change Orders increasing or decreasing the time specified. If the Contractor fails to complete all its obligations within the time specified in the Contract Documents, the Contractor shall pay to the District, as liquidated damages, the sum of One Hundred Dollars ($100.00) per day for each consecutive calendar day the project work remains uncompleted for the first thirty (30) days beyond the time specified in the Contract for completion. After the first thirty (30) days beyond the time specified in the Contract Documents for completion, liquidated damages will remain increase to the sum of Three Hundred Dollars ($300.00) per day for each calendar day that the project work remains uncompleted.

11. Bidder shall carefully review all plans and specifications, prior to submitting its bid, to determine if there are any discrepancies, inconsistencies, disagreements, errors or omissions therein. If any such discrepancies or apparent errors are found in the Contract Documents prior to the date of bid opening, bidders shall submit a written request for clarification to the District Purchasing Department, to which a response will be given in the form of addenda to all bidders, if time permits. Otherwise, in figuring the work, bidders shall consider that any discrepancies or conflict between Contract Documents shall be governed by Article 12, Intent of Specifications and Plans, and Article 13, Conformance with Codes and Standards, of the General Terms and Conditions. To the fullest extent permitted by Public

Contract Code section 1104 and applicable law bidder/contractor hereby waives any claim and any damages therefor arising out of or connected in any way with any claimed or actual discrepancy, disagreement, inconsistency, error or omission in the plans and specification, of any nature whatsoever, which reasonably could have been discovered by a reasonably prudent bidder upon a careful examination prior to submission of its bid. The correction of any discrepancies in, or omissions from, the drawings, specifications, or other Contract Documents, or any interpretation thereof, during the bidding period will be made only by a written addendum issued by the District. Any other interpretation or explanation of such documents will not be considered binding.

12. The Bidder's proposal shall be made on the District's Bid Form provided, with all items filled out, and properly signed. The proposal shall be signed in longhand, by the Bidder if an individual, by a member of the partnership, or by an officer of a corporation authorized to sign contracts in its behalf. If made by a corporation, the proposal shall show the name of the State under the laws of which the corporation is chartered or organized. Bidders are warned against making erasures or alterations of any kind on their proposal. Proposals which contain omissions, erasures, alterations, conditions, or additions not called for, may be rejected. The proposal shall be enclosed in a sealed envelope and shall have the following information on the outside of the envelope: the bid number, name of the Project, as it appears on the proposal, the bid closing date and time, and the name, license number and address of the bidder.

13. In accordance with California Public Contract Code, Chapter 4 (commencing with section 4100), Part 1, Division 2 (Subletting and Subcontracting Fair Practices Act), each proposal shall have listed on the form provided with the proposal: (a) the name, license and location of the place of business of each subcontractor who will perform work or labor or render service to the general contractor, in or about the scope of the work or improvement, or a subcontractor licensed by the State of California, who, under subcontract to the general contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the general contractor's total bid, and (b) the portion of the work which will be done by each subcontractor. The Bidder shall list only one subcontractor for each such portion as defined by the Bidder in Bidder's bid. If Bidder fails to specify a subcontractor for any portion of the work to be performed under this Contract in excess of one-half of one percent (0.5%) of the total bid, Bidder agrees to perform that portion itself.

14. A proposal may be withdrawn at any time prior to the hour fixed in the Notice to Bidders for the opening of bids by a written request of the bidder, filed with the District. The withdrawal of a bid will not prejudice the right of a bidder to file a new proposal within the time prescribed.

15. Proposals will be opened and read publicly at the time and place indicated in the Notice to Bidders, or as soon thereafter as is reasonable. Bidders or their representatives and others interested are invited to be present.

16. Bidder's bid shall remain valid for a minimum of ninety (90) days.

17. After the proposals have been opened and read, they will be checked for accuracy and compliance with these Contract Documents. Bid prices shall include everything necessary for the completion of service and fulfillment of the Contract, including, but not limited to, furnishing all materials, equipment, tools, bracing and supports, plant labor and services, delivery, except as maybe provided otherwise in the Contract Documents. When a price is quoted in both words and figures, the words shall prevail in case of a discrepancy. Bid prices shall include allowance for all taxes, including, but not limited to, all federal, state, and local taxes. The District expressly reserves the right to reject any and all proposals; to waive any minor irregularity in a bid; and to accept one schedule of a proposal and reject another.

18. The bidder shall be licensed under the provisions of Chapter 9, Article 5, of the Business and Professions Code of the State of California to do the type of work contemplated in the Project, and shall be skilled and regularly engaged in the general class or type of work called for under this contract.

19. More than one proposal from any individual, firm, partnership, corporation, or association, under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work will cause the rejection of all proposals in which such bidder is interested. If there is reason to believe that collusion exists among the bidders, none of the participants in such collusion will be considered. Any proposal in which the prices obviously are unbalanced may be rejected.

20. Attention is directed to the provisions of Public Contract Code section 5100, and following, concerning relief of bidders, and in particular to the requirement therein that if the bidder claims a mistake was made in bidder's bid, the bidder shall give the District written notice within five (5) days after opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

21. Upon completion of the evaluation process bidders will be notified of the intent to award a contract. Notification will be by fax or email. This notification will include the amount of contract(s) to be awarded, name of the successful vendor and date of intended award. Award of the Contract, if awarded at all, will be to the lowest responsive, responsible bidder whose proposal complies with the specified requirements. The award, if it be awarded, will be made by the District within ninety (90) days after opening of the proposals. A written agreement furnished to the successful bidder within the time for acceptance specified in the invitation to bid results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California. Contract shall not be assignable by the vendor in whole or in part without the written consent of the District.

22. Each bidder shall submit a discount figure off the published list price on line A1 of the Bid form. On line C1 and D1 of the bid form, each bidder shall submit bids for each of the three levels of products to be provided as described in the Drawings. On line E1, each bidder shall total the amounts of the six items listed on lines C1 and D1. On line F1, each bidder shall apply the discount figure off the published list price to the grand total set forth on Line E1. On line C2 and D2, each bidder shall submit bid prices for each of the six items listed. On line E2, each bidder shall total all six items from lines C2 and D2. On line F2, each bidder shall apply the discount figure off the published list price from line A1 to the grand total on Line E2. The Base bid shall be the total of line F1. The Alternate 1 bid shall be the total of Line F2. The Total Bid upon which the determination of the lowest bid shall be the sum of Line F1 and F2. The District reserves the right to include in the Contract, if a Contract is awarded, the base bid only, or the base bid plus any alternate bid or combinations of alternates bid.

23. **The successful bidder shall sign the Contract in quadruplicate on the form provided and return it, together with the Certificates of Insurance, within ten (10) days after receipt of the forms.** After signing by the District, one copy shall be returned to the Contractor. If the bidder to whom the award is made fails or refuses to sign the Contract within ten (10) calendar days from the time the Contract forms are first received by the Contractor, these Instructions to Bidders shall apply. The District may then award the Contract to the second lowest responsive responsible bidder. This will be done after the failure or refusal of the low bidder to enter into the Contract, as is convenient for the District. If the second lowest responsive responsible bidder fails or refuses to sign the Contract, then these Instructions to Bidders shall apply. The District may then award the Contract to the third lowest responsive responsible bidder and so on.

24. Contractor shall, before beginning the work, provide District with a list of all subcontractors and material suppliers that Contractor intends to use on or about the work whose contribution is in excess of five (5) percent of the total bid, including for each listed subcontractor or supplier, the amount of the subcontract, the subcontractor or material supplier's address, telephone number, facsimile number and its contractor's license number (where applicable).

BID FORM

Districtwide Furniture and Other Related Services - BID# 19017

SUBMIT BID TO:

If US Mail
TO: LRCCD Board of Trustees
Attn: Purchasing Dept.
2100 Northrop Avenue, Suite 200
Sacramento, CA 95825

If Hand Delivered
TO: LRCCD Board of Trustees
Attn: Purchasing Dept.
2100 Northrop Avenue, Suite 200
Sacramento, CA 95825

LOCATION OF BID OPENING:

Los Rios Community College District Purchasing
Purchasing Department
2100 Northrop Avenue, Suite 200
Sacramento, CA 95825

BID FROM:

_____
(Name of firm submitting Proposal)

_____
(Address)

_____
(City, State, Zip Code)

_____ _____
(Telephone) (Fax)

DATE BID SUBMITTED: _____

NOTE:

1. All portions of the bid form must be completed before the bid is submitted. Failure to do so may result in the bid being rejected as non-responsive. Attached to and submitted with this bid form, bidder must provide the completed Non-Collusion Declaration signed by bidder, Statement of Compliance, Designation of Subcontractors-Bid Form, the appropriate bid security and any other documents required by the Contract Documents. Failure to submit all required documents may result in the bid being rejected as non-responsive.

2. The bidder agrees that each addendum received and acknowledged herein shall become a part of and included in this proposal. The bidder agrees the proposal includes the following addenda (separately list each addendum received):

Addendum No. ____ Dated _____. Addendum No. ____ Dated _____.

Addendum No. ____ Dated _____. Addendum No. ____ Dated _____.

Addendum No. ____ Dated _____. Addendum No. ____ Dated _____.

Base Bid All Inclusive

Line 1. Discount off of published list price: _____%

Line 2. Lead time from order date to installation:

Show List Prices as follows:

Line 3. Typical 'A' *(see drawings in Special Conditions)*

	(LOW) Level One	(MEDIUM) Level Two	(HIGH) Level Three
	$	$	$
Brand name and model of product being offered			

Line 4. Typical 'B' *(see drawings in Special Conditions)*

	(LOW) Level One	(MEDIUM) Level Two	(HIGH) Level Three
	$	$	$
Brand name and model of product being offered			

Line 5. Grand Total List: $_____
(Total each of the six typical price levels for 'A' and 'B' listed on Line 3 and Line 4)

Line 6. Grand Total Net after Discount: $_____
(Apply the discount off of published price on Line 1 to the Grand Total List on Line 5)

Alternate 1

Line A1. Add option for laminate panels (laminate exterior, fabric interior) to Typical 'A' as shown on Line 3.

	(LOW) Level One	(MEDIUM) Level Two	(HIGH) Level Three
Alternate 1 pricing	$	$	$
Brand name and model of product being offered			

Line A2. Grand Total List: $
(Total each of the three Alternate 1 price levels for 'A' listed on Line A1)

Line A3. Grand Total Net after Discount: $
(Apply the discount off of published price on Line 1 to the Grand Total List on Line A2)

Alternate 2

Line A4. Add option for laminate office furnishings to Typical 'B' Level 1 and Level 2 as shown on Line 4.

	(LOW) Level One	(MEDIUM) Level Two
Alternate 2 pricing	$	$
Brand name and model of product being offered		

Line A5. Grand Total List: $
(Total each of the two Alternate 2 price levels for 'B' listed on Line A4)

Line A6. Grand Total Net after Discount: $
(Apply the discount off of published price on Line 1 to the Grand Total List on Line A5)

Pricing shall include, design, specification, receiving, up to 30 days of warehousing, delivery, and installation.
Include with this pricing the 2D and 3D drawings of each typical and level, and the separate breakdown of each typical and level by quantity, order numbers, description and list prices for each component to constitute the entire typical. Each pricing breakdown should be totaled and match the pricing stated above.
Provide hourly fee: $ _____
(includes reconfiguration design, long range planning, cooperative project services)
Use of Contract by Other Agencies:
Other public agencies in the State of California may wish to procure Standard Office Furniture and related Support Services per the items and conditions as specified in this ITB. Any agency utilizing this contract would deal directly with the vendor and not through Los Rios Community College District. Please indicate if your company would be willing to extend this contract to other agencies.

___ Yes, length of time pricing will remain firm: _____days

___ No

Alternate 3 Drop Ship (No Installation)

Line B1. Lead time from order date to delivery:_____
(do not include prevailing wage)

Show List Prices as follows:

Line B3 Chairs:

	(TASK1 - SHORT CYLINDER - MESH) Level One	(TASK2 – AVERAGE CYLINDER - UPHOLSTERED) Level Two	(MATCHING STOOL W/FOOT REST) Level Three
Alternate B3 pricing	$	$	$
Brand name and model of product being offered			

Line B4 Ergonomics:

	(KEYBOARD PLATFORM) Level One	(MONITOR ARM) Level Two
Alternate B4 pricing	$	$
Brand name and model of product being offered		

Line B5. Grand Total List: $_____
(Total each of the five typical price levels for Chairs and Ergonomics set forth on Lines B3 and B4)

Line B6. Grand Total Net after Discount: $_____
(Apply the discount off of published price on Line 1 to the Grand Total List on Line B5)

Pricing to include, product specification, receiving, up to 30 days of warehousing, and delivery. Include with this pricing each product catalog, order numbers, description and list prices for each item.

Use of Contract by Other Agencies:
Other public agencies in the State of California may wish to procure Standard Office Furniture and related Support Services per the items and conditions as specified in this ITB. Any agency utilizing this contract would deal directly with the vendor and not through Los Rios Community College District. Please indicate if your company would be willing to extend this contract to other agencies.

____ Yes, length of time pricing will remain firm: _____days

____ No

The bidder agrees to perform the Base Bid and all Alternates for the Grand Total Net after Discount:

Line C1. Base Bid

The bidder agrees to perform the **Base Bid** work for the Grand Total Net after Discount (Line 6):

_____ Dollars $ _____
(Specify total dollar amount in words printed or typed) (Specify in figures)

Line C2. Alternate No. 1

Alternate laminate panels. Provide an ADDITIVE amount for the Grand Total Net after Discount (Line A3):

_____ Dollars $ _____
(Specify total dollar amount in words printed or typed) (Specify in figures)

Line C3. Alternate No. 2

Alternate laminate office furnishing. Provide an ADDITIVE amount for the Grand Total Net after Discount (Line A6):

_____ Dollars $ _____
(Specify total dollar amount in words printed or typed) (Specify in figures)

Line C4. Alternate No. 3

Alternate Drop Ship (No Installation). Provide an ADDITIVE amount for the Grand Total Net after Discount (Line B6):

_____ Dollars $ _____
(Specify total dollar amount in words printed or typed) (Specify in figures)

Line C5. Total Bid

Total bid amount shall include the Base Bid Grand Total Net after Discount amounts and the sum of all alternates (Line C1 plus Line C2 plus Line C3 and Line C4):

_____ Dollars $ _____
(Specify total dollar amount in words printed or typed) (Specify in figures)

The lowest responsive bid shall be determined based on the sum of the base bids, all additive and all deductive alternates.

3. The bidder—having the appropriate active license required by the State of California and having carefully read and examined the plans, specifications, and all related bidding documents as prepared by the Los Rios Community College District for the project described as: **Districtwide Furniture Bid & Related Services - BID# 19017**, as well as having performed a full and complete examination of the proposed work and all information available to bidder, and being familiar with all the conditions related to the proposed work, including the availability of materials, equipment, and labor—hereby offers to furnish all labor, materials, tools, transportation, delivery, services, equipment and taxes necessary to complete the work of the described project in accordance with the Contract Documents, and to complete all requirements

of the Contract Documents for the sums quoted in this Bid Form. The bidder agrees that it will not withdraw its bid within ninety (90) days after the bid deadline. If the bidder is selected as the apparent lowest responsive responsible bidder, the bidder agrees, within ten (10) days after receipt of notice of selection, to sign and deliver the Contract, and to furnish the Certificates of Insurance, and other required items.

4. The bidder agrees that if the bidder is selected as the apparent lowest responsive responsible bidder and the bidder fails to sign the Contract and furnish the Certificates of Insurance, or any other required items in proper form and in proper amounts within the time limit specified in the Contract Documents, the Los Rios Community College District may award the work to another bidder or call for new bids. In such event, the bidder shall be liable to the Los Rios Community College District for the difference between the amount of the disqualified bid and the larger amount for which the District procures the work plus all of the District's costs, damages, expenses and liabilities arising from bidder's failure to sign the Contract and/or furnish the required documents.

5. The bidder, if awarded the Contract, agrees to complete all work required by these Contract Documents, in strict compliance with these Contract Documents, within **determined project schedule** of the start date specified in the Notice to Proceed/Purchase Order.

BIDDER'S FIRM

Bidder is a (circle one):

Corporation Partnership Individual Joint Venture

Other (specify): _____

Names and Titles of Key Members of Firm:
(Name of person signing the bid on behalf of the bidder and all general partners, if a partnership, must be included.)

Name of President, if a Corporation: _____
(Print or Type Name)

Name of Secretary, if a Corporation: _____
(Print or Type Name)

Corporation is organized under the laws of the State of: California _____

Contractor's License(s): _____

Name of License(s): _____

Classification(s) Number Expiration Date

(For Joint Ventures, list Joint Venture's license or licenses for all Joint Venture partners.)

By submission of this bid, bidder certifies:
I am aware of the provisions of section 3700 of the Labor Code, which requires 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 the performance of the award of this Contract.

Corporate Seal:

Name of bidder's firm: _____

Address: _____

_____

By: _____
(Signature)

_____
(Print or Type Name)

_____
(Print or Type Title)

By: _____
(Signature)

_____
(Print or Type Name)

_____
(Print or Type Title)

(If signature is by other than the sole proprietor, general partner, or corporate officers, attach an original Power of Attorney.)

The Los Rios Community College District and its Board of Trustees reserves the right to reject any or all bids received and/or waive any minor irregularity of a bid as the public good may require.

BIDDER QUALIFICATIONS

This form must be completed, signed by bidder, and submitted to Los Rios Community College District along with bidder's bid. Failure to complete, sign and submit with bidder's bid may result in bidder's bid being rejected as not responsive.

Los Rios Community College District has determined that bidders must meet the following minimum qualifications to bid the project contemplated herein:

1. Have possessed a valid, active license and be in good standing with the State Contractor's License Board, **Classification D-34** for a minimum of five (5) years.

2. Have completed, to the owner's satisfaction, no less than **five (5)** projects as a California licensed contractor performing scope of work of the type required under this bid, **four (4)** of which must have an original contract price of no less than $75,000 within the past five years prior to the date of bid opening.

3. Currently (as of the date of bid opening) or within the preceding three (3) years, not have any adverse final disciplinary actions by the Contractor's State License Board, suspensions, disbarments, or similar proceedings (including stipulated agreements), restricting, limiting or prohibiting bidder from bidding or performing other contracts for any other public agency.

I, being the _____ (**TITLE**, must be an officer of bidder) of bidder herein, declare under penalty of perjury under the laws of the State of California, that bidder meets all of the minimum criteria set forth above.

_____

Signature

_____

Print Name

_____

Title

_____

Date

NON-COLLUSION DECLARATION

"NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID"

In accordance with Public Contract Code Section 7106, the bidder shall include with its bid the following declaration signed under penalty of perjury:

"The undersigned declares:

I am the _____ **[TITLE]** of _____ **[BIDDER]**, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ **[DATE]**, at _____ **[CITY]**, _____ **[STATE]**."

_____
Bidder's Signature

_____
Bidder's Name

_____
Bidder's Title

_____
Date

STATEMENT OF COMPLIANCE

_____
(Company Name)

(hereinafter referred to as "prospective Contractor") hereby certifies, unless specifically exempted, compliance with Government Code section 12990 and California Administrative Code, Title II, Division 4, Chapter 5, in matters relating to the development, implementation, and maintenance of a nondiscrimination program. Prospective Contractor agrees not to unlawfully discriminate against any employee or applicants for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sex sexual orientation, physical and mental disabilities, or age (over forty).

I,

_____
(Name of Official)

hereby swear that I am duly authorized to legally bind the prospective Contractor to the above-described certification. I am fully aware that this certification, signed on _____ **[DATE]**, in the county of _____ **[COUNTY]**, is made under the penalty of perjury under the laws of the State of California.

_____
Signature

_____
Title

(Name of person signing the bid on behalf of the bidder and all general partners, if a partnership, must be included.)

DESIGNATION OF SUBCONTRACTORS - BID FORM

CONTRACTOR: _____

In compliance with the provisions of section 4100 through 4114, inclusive, of the Public Contract Code, and any amendments thereto, each bidder shall set forth in his or her bid, the name, license and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid and the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid. Where no subcontractor is listed for any portion of the work listed, the prime contractor represents that he/she is competent, experienced, licensed and equipped to do that portion of the work and that it will not be subcontracted.

PORTION OF WORK	NAME OF SUBCONTRACTOR	DIR REG. VERIFIED* (YES/NO)	LICENSE NUMBER	BUSINESS LOCATION

CONTRACT

Districtwide Furniture and Other Related Services - BID# 19017

THIS CONTRACT, made and entered into this _____ day of_____, 20_____ between Los Rios Community College District, a political subdivision of the State of California, hereinafter referred to as District, and _____, hereinafter referred to as Contractor;

WITNESSETH:

WHEREAS, the Board of Trustees of said District heretofore caused plans and specifications for the work hereinafter mentioned to be prepared, and thereafter did approve and adopt said plans and specifications; and,

WHEREAS, the Board of Trustees of said District did cause to be noticed for the time and in the manner required by law a Notice inviting sealed bids for the performance of said work; and,

WHEREAS, Contractor, in response to such Notice, submitted to the Board of Trustees of said District within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid and proposal, and the other bids and proposals submitted in response to said Notice, the Board of Trustees of said District publicly opened and canvassed in the manner provided by law; and,

WHEREAS, Contractor was the lowest responsive responsible bidder for the performance of said work, and said Board of Trustees of said District, as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsive responsible bidder for the work and award to him/her a contract therefore.

NOW, THEREFORE, in consideration of the above, it is mutually agreed between the parties hereto as follows, to wit:

SCOPE OF WORK:

The work shall consist of, but not be limited to, **providing furniture, design, installation and additional related support services districtwide.**

TERMS AND CONDITIONS

This Contract, and the Contract Documents, consist of the Contract Documents identified in the General Terms & Conditions, Article 9, all of which are incorporated herein by reference as though set forth in full, and all of which are part of this Contract, and Contractor and District agree to comply with and fulfill all obligations, promises, covenants and conditions imposed upon each of them in the Contract Documents. All of said work done under this Contract shall be performed to the satisfaction of the Board of Trustees of said District, or its representative, who shall have the right to reject any and all materials and supplies furnished by Contractor which do not strictly comply with said plans and specifications, together with the right to require Contractor to replace any and all work furnished by Contractor which shall not either in Workmanship or material be in strict accordance with said plans and specifications.

Upon condition the Contractor faithfully performs its obligations herein, District agrees to authorize and make payment to Contractor (subject to the terms and conditions of the Contract Documents) at the:

SINGLE DISCOUNT:	(specify in words)	_____% (specify in figures)
HOURLY DESIGN:	(specify in words)	_____/hour (specify in figures)

IN WITNESS WHEREOF, District and Contractor have caused this Agreement to be signed as of the day and year first above written.

DISTRICT:	CONTRACTOR:
Los Rios Community College District by the Board of Trustees	
By: _____ (Signature of Authorized Agent)	By: _____ (Signature of Authorized Agent)
Date: _____	Date: _____

(If signature is by other than the sole proprietor, general partner, or corporate officers, attach an original Power of Attorney.)

LOS RIOS COMMUNITY COLLEGE DISTRICT BOARD POLICY

Waste Reduction and Recycle Program, P-8370

Adherence to the District's Waste Reduction and Recycle Program will be required of vendors doing business with Los Rios Community College District. Specific reporting parameters developed will be provided to vendors in order to comply with this policy.

Each campus is mandated by the state to report all waste leaving the facility to include construction waste (remodels and new construction). In order to track this, the campus contact will need weight tickets showing where the waste went and the tonnage of the material.

Weight tickets will need to be given to the construction manager on the job. The construction manager turns in all tickets to the campus contact for reporting to the California Integrated Waste Management Board (CIWMB).

This work shall consist of reporting disposal and recycling of construction solid waste. For the purposes of this section, solid waste includes demolition and construction wastes, but not hazardous waste.

SOLID WASTE DISPOSAL AND RECYCLING REPORT

On the last working day of each month the Contractor shall complete and submit to the Project Manager, "Solid Waste Disposal and Recycling Report," form quantifying solid waste generated by the work performed and disposed of in Landfills or recycled. The amount and type of solid waste disposed of or recycled shall be reported in either tonnage or cubic meters.

Full compensation for preparing and submitting the "Solid Waste Disposal and Recycling Report," form shall be considered as included in the contract price for the various items of work and no additional compensation will be allowed therefore.

If you are looking for facilities that collect specific types of construction and demolition debris for reuse or recycling, there is a database available through CalRecycle: https://www.calrecycle.ca.gov/condemo.

SOLID WASTE DISPOSAL AND RECYCLING REPORT INSTRUCTIONS

FIELD	INSTRUCTIONS
Project Name	Description of the project
Type of Work	General work description (Example: demolition, AC grinding)
Bid Number	District – Assigned Project Bid Number
Reporting Period (Month and Year): From and To	Start and end dates of the reporting quarter
Contractor Name	Contractor's full name
Street Address, City, State, Zip	Contractor's street address, including city, state and zip code
Phone and Fax	Contractor's telephone and fax number
Preparer's Signature	Signature of the person who completed the report
Date Completed	Date the form was completed
Name and Location of Recycling or Disposal Facility	Full name and address of recycling or disposal facility
Type of Material	Enter one of the following code letters: A = Asphalt C = Concrete M = Metal D = Mixed Debris W = Wood or cleared vegetation O = Other (please describe)
Type of Activity	Enter one of the following activity numbers: 1 = Source-Separated Materials Recycling 2 = On-Site Reuse 3 = Mixed Debris Recycling 4 = Reuse of Salvageable Items 5 = Disposal at Landfill or Transfer Station 6 = Other (please describe)
Amount of Material taken to Landfills	Include all material disposed of that has not been recycled, reused, etc. Quantity shall be reported in tonnage or cubic meters.
Amount of Material Diverted from Landfills	Quantity shall be reported in tonnage or cubic meters. If scales are available, report tonnage. Attach legible copies of weight tickets, receipts or invoices that specifically identify the construction and demolition waste.

SOLID WASTE DISPOSAL AND RECYCLING REPORT

Project Name: _____ Bid Number: _____

Type of Work: _____

Reporting Period (Month and Year): from _____ to _____

Contractor Name:

Street Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Preparer's Signature: _____ Date Completed: _____

Name/Location of Recycling/Disposal Facility	Type of Material Enter code letter as follows: A = Asphalt C = Concrete M = Metal D = Mixed Debris W = Wood/Cleared Vegetation O = Other (describe)	Type of Activity Enter number as follows: 1 = Source-Separated Materials Recycling 2 = On-Site Reuse 3 = Mixed Debris Recycling 4 = Reuse of Salvageable Items 5 = Disposal at Landfill or Transfer Station 6 = Other (describe)	Amount of Material Taken to Landfill (in tonnage or cubic meters)	Amount of Material Diverted from Landfill (in tonnage or cubic meters)

Note: According to the California Integrated Waste Management Board guidelines, rock and soil are not recycling materials.

BIDDER (PRE) QUALIFICATION QUESTIONNAIRE

Bidder shall complete, sign and return this Bidder (Pre) Qualification Questionnaire, including all required supporting documentation, as specified in the Notice to Bidders. If bidder fails or refuses to complete the Bidder (Pre) Qualification Questionnaire, furnish all required attachments, sign the Bidder (Pre) Qualification Questionnaire, or return it to the District as specified in the Notice to Bidders for prequalification, bidder will not be on the approved qualified bidder list to participate in the competitive solicitation process to submit bid; and further, bidder agrees that the District may award the work to another bidder or call for new bids.

Bidder shall fully and completely answer each question set forth below. If necessary, attach additional sheets. Print or type each response. If your response to any question is "no" or "none," you must state "no" or "none." "Not applicable" or other similar response will not be accepted.

a. State the full legal name of the bidder.

b. State the form of the bidder's business entity. (Sole proprietorship, jointventure, partnership, corporation, or other [describe]).

c. State the name and address of each person or other legal entity that has a legal or equitable ownership of ten percent (10%) or more of the bidder. For each such person or legal entity, state that person or entity's ownership interest, title and responsibilities, if any.

d. Has any person or legal entity holding a legal or equitable ownership of ten percent (10%) or more of the bidder ever been accused of a civil violation of California Government Code section 12650, and following, (False Claims Act)? If so, describe in detail all facts, circumstances and the outcome.

e. Has any person or legal entity holding a legal or equitable ownership of ten percent (10%) or more of the bidder ever been determined by a public agency to not be a responsible bidder? If so, state the name, address and telephone number of the public agency, including the name of the agency contact person.

f. State the bidder's Contractor's State License (CSLB) Number and Department of Industrial Relations (DIR) number.

g. State the date bidder first began business.

h. State any other names that bidder has used or done business under in the past five (5) years.

i. Describe, in general, bidder's experience.

j. Has bidder failed to complete a contract in the past five years? If so, describe in detail all facts, circumstances and the outcome.

k. Has bidder's control over a project been terminated in the past five years? If so, describe in detail all facts, circumstances and the outcome.

l. For each furniture and related services project that bidder has furnished labor, services, materials or equipment in the past five years in excess of $75,000, state: the name of each project; the contract amount for each project; the name, address, email and telephone number of the owner and owner's representative, for each project; and a general description of the work performed by bidder on each project.

m. For every lawsuit or arbitration between bidder and the owner of any project, limited to such lawsuits or arbitrations initiated or completed within the past five (5) years, state the name and address of the tribunal, the matter number, the parties, a general description of the nature of the dispute, and the outcome, if any.

n. Has bidder or any owner of more than 10% of bidder ever been convicted of a felony? If so, describe in detail all facts, circumstances and the outcome, furnishing the name and address of the court in which the charge(s) were filed, including the matter name and case number.

o. Has bidder ever been accused of presenting false claims to a public agency or public owner, as such claims are defined in California Government Code section 12650, et seq, or 31 United States Code section 3729, and following? If so, describe in detail all facts, circumstances and the outcome.

p. Within the past seven (7) years, has bidder ever failed to complete a public project within the time allowed by the contract, plus written agreed upon contract time extensions? If so, state the name, address and telephone number of the owner of such project including the name of the agency's contact person, and further, describe in detail the nature of the project.

q. For each furniture and related services project that bidder is either (a) currently furnishing labor, services, materials or goods, or (b) under contract to furnish labor, services, materials or goods, state: a general description of the project; the current status of the project and bidder's work thereon; the owner's name, address, email and telephone number; the amount of bidder's contract on such project.

r. State bidder's annual gross sales for each of the last five fiscal years.

s. Bidder must furnish a current financial statement. As used herein, "current financial statement" means a balance sheet and profit and loss statement prepared and presented in a format that complies with Generally Accepted Accounting Principles (GAAP), covering a period of time that is no less than the most recent fiscal year for bidder. If bidder's most recent fiscal year ended more than six (6) months prior to the date when the Contract Documents require this Bidder (Pre) Qualification Questionnaire be completed and returned to District, then "current financial statement" shall also include an interim balance sheet and profit and loss statement covering the period of time from the end of bidder's most recent fiscal year to a period of time no greater than sixty (60) days prior to the date when the Contract Documents require this Bidder (Pre) Qualification Questionnaire be completed and returned to District.

All proprietary and other information received from you by the District will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to the District, the District shall give notice to you of any request for the disclosure of such information. You will then have five (5) days from the date you receive such notice to enter into an agreement with the District, satisfactory to legal counsel for the District, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by the District in any legal action to compel the disclosure of such information under the California Public Records Act. Failure to timely respond or enter into an acceptable agreement shall be deemed to be a waiver of any and all rights regarding the information designated "trade secret" by you, and such information will be disclosed by District pursuant to applicable procedures required by the Public Records Act. Upon the District's final review of any "trade secret" produced, it shall return them to you without retaining copies.

The following certification must be signed by an owner, general partner, or officer of bidder.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED BIDDER (PRE) QUALIFICATION QUESTIONNAIRE AND ATTACHMENTS, IF ANY, AND KNOW ITS CONTENTS, AND SAID BIDDER (PRE) QUALIFICATION QUESTIONNAIRE AND ATTACHMENTS, IF ANY, ARE TRUTHFUL, COMPLETE AND ACCURATE; AND THAT DISTRICT MAY REASONABLY RELY UPON THE CONTENTS AS BEING COMPLETE AND ACCURATE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

EXECUTED ON THE DATE INDICATED BELOW, AT THE LOCATION INDICATED BELOW.

Dated:_____

Bidder

_____

By:

_____

(Printed name of signor.)

_____

(Title of signor.)

GENERAL TERMS AND CONDITIONS

1. RESERVED

2. UNFAIR PRACTICES AND OTHER LAWS

a. Contractor will not unlawfully harass or discriminate against any employee or applicant for employment on the grounds of one or more of the following actual or perceived characteristics, or due to the association with a person or group with one or more of the following actual or perceived characteristics: ethnic group identification, race, color, sex, gender, gender identity, gender expression, pregnancy or childbirth-related condition, sexual orientation, sexual identity, religion or religious creed, age (over forty), national origin, ancestry, physical or mental disability, medical condition, political affiliation or belief, military and veteran status, or marital status. Such actions shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to one or more of the following actual or perceived characteristics, or due to the association with a person or group with one or more of the following actual or perceived characteristics: ethnic group identification, race, color, sex, gender, gender identity, gender expression, pregnancy or childbirth-related condition, sexual orientation, sexual identity, religion or religious creed, age (over forty), national origin, ancestry, physical or mental disability, medical condition, political affiliation or belief, military and veteran status, or marital status.

c. Each bidder shall by signature affirm that he is in compliance with the Civil Rights Act of 1964, Executive Orders 11246 and 11375 Department of Labor and Treasury Regulations 41CFR Chapter 60, California Fair Employment Practice Act, and any other applicable Federal and State laws and regulations relating to equal opportunity employment, including laws and regulations hereinafter enacted.

d. Contractors shall maintain and permit District access to updated employment records and information with respect to all employees directly or indirectly performing work for the District, setting forth the distribution of personnel and members of all racial

and ethnic groups by classification, including formation relating to apprentices and trainees.

e. Remedies for violation. The District reserves the right of investigation, review and public substantiation during award of contractors for goods and services. In consideration of recommendations to be made under this proposal in the event claims are made under this section, District reserves the right to revoke the award to the qualified Contractor. In addition, the District reserves the right of remedy including laws and regulations hereinafter enacted.

3. TAXES, FEES, EXPENSES AND OTHER COSTS

a. Articles sold to the District are exempt from certain Federal Excise taxes. The District will furnish an exemption certificate for these taxes.

b. The District will reimburse the Contractor for, or pay directly, all California State and local sales and use taxes applicable to the purchase or use of the items by the District.

c. No charge for delivery, drayage, express, parcel post, packing cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the District unless expressly included and itemized in the bid, subject to the provisions of this paragraph, and the paragraph below titled BONDS.

Should any shipments under this proposal be received by the District in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, Contractor on request of the District shall at Contractor's own expense assist the District in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

4. BONDS

The District reserves the right to require a supply contract bond or faithful performance bond from the Contractor in an amount not to exceed the amount of the contract. In the event a surety bond is required by the District which has not been expressly required by

the specification, the District will reimburse the Contractor, as an addition to the purchase price, in an amount not exceeding the standard premium on such bond.

5. RESERVED

6. COVENANT AGAINST GRATUITIES

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the District with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, the District shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

7. RIGHTS & REMEDIES OF DISTRICT FOR DEFAULT

In the event any item furnished by the Contractor in the performance of the contract or purchase order should fail to conform to the specifications therefore, or to the sample submitted by the Contractor with this bid, the District may reject the same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same forthwith, without expense to the District, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should the Contractor fail, neglect or refuse so to do the District shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter become due to the Contractor the difference between the price named in the contract or purchase order and the actual cost thereof to the District.

a. In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of the District to purchase in the open market and to reimbursement set for the above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or of the government.

b. In the event of the cancellation of the contract or purchase order, either in whole or in part, by the reason of the default or breach thereof by the Contractor, any

loss or damage sustained by the District in procuring any items which the Contractor therein agreed to supply shall be borne and paid for by the Contractor.

c. The rights and remedies of the District provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

8. RESERVED

9. CONTRACT DOCUMENTS

The Contract Documents consist of the Notice to Bidders; Instructions to Bidders; Bid Form; Contractor Qualifications; Non-collusion Declaration; Statement of Compliance; Designation of Subcontractors; Bidder (Pre) Qualification Questionnaire; Contract; Waste Reduction & Recycle Program; General Terms & Conditions; Special Project Conditions; Alternate Manufacturers; District Locations; specifications, and drawings prepared by Los Rios Community College District and/or Consultants; any addenda issued; Change Orders; and any other documents described as such within these Contract Documents. Only documents specifically identified as Contract Documents make up the Contract and other documents not so identified are not Contract Documents.

10. INSURANCE

a. As consideration for award of this Contract, the Contractor shall furnish a Certificate of Insurance substantiating the fact that he/she/it has taken out the insurance hereinafter set forth for the period covered by the Contract with an insurance carrier admitted to do business in California, rated no less than A:VII by A.M. Best Co., and acceptable to the District and under terms satisfactory to the District.

b. The minimum insurance coverage to be obtained by the Contractor as herein above referred to are as follows:

   i. Commercial General Liability Insurance: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; and a $3,000,000 aggregate. Any combination of General Liability, and Excess Coverage amounting to a minimum of $3,000,000 in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services Inc.'s (ISO) additional insured, Form B CG 20101001.

ii. Business Automobile Liability Policy Insurance: "Any Auto" with $1,000,000 combined single limit per accident for bodily injury and property damage.

iii. Workers' Compensation and Employers' Liability Insurance: As required by the Labor Code of the State of California, and Employers' Liability Insurance; with limits as required by the Labor Code of the State of California and Employers' Liability limits of $1,000,000 per accident.

c. Other Provisions: If the above insurance is written on a claims-made form, it shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement and continue for at least three full years following the completion of Contractor's services/work under this Agreement. Any deductibles, self-insured retentions, or changes in these items must be declared to and approved by the District. Contractor's insurance coverage shall be primary insurance with respect to the District. The Contractor's insurer shall agree to waive all right of subrogation against the District, its trustees, officers, and agents for losses arising from the work performed. Each insurance policy shall include the standard Severability of Interest, or Separation of Insured (General Liability Form CG 00 01 12 04) clause in the policy and when applicable the cross liability insurance coverage provision which specifies the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured. Any insurance or self-insurance maintained by District shall be in excess of Contractor's insurance and shall not contribute with it. Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to the District. At least fifteen (15) days prior to commencing work under this Agreement, Contractor shall provide the District with certificates of insurance and required executed endorsements, evidencing compliance with this section. On request, Contractor shall furnish copies of any and/or all of the required insurance policies.

11. PRE-PROJECT CONFERENCE

Prior to the start of each project, a conference may be called by the District or for the purpose of reviewing the program with the Contractor. At this conference, the sequence of work, methods of access to the site and schedule shall be reviewed by the Contractor and District.

12. INTENT OF SPECIFICATIONS & PLANS

It is the intent of these Contract Documents that the work performed under the Contract shall result in a complete operating system in satisfactory working condition with respect to the functional purposes of the installation, and no extra compensation will be allowed for anything omitted but fairly implied. The prices paid for the various items in the proposal shall include full compensation for furnishing all labor, materials, tools, equipment, overhead, profit, incidentals, and doing all work necessary to complete the finished product as provided in the Contract Documents.

13. CONFORMANCE WITH CODES AND STANDARDS

All work and materials shall be in full accordance with the latest adopted standards and regulations and Title 24 of the California Code of Regulations (including but not limited to the California Building Standards Administrative Code, the California Building Code, the California Electrical Code, the California Mechanical Code, the California Plumbing Code, the California Energy Code, the California Elevator Safety Construction Code, The California Fire Code and the California Reference Standards Code); Americans With Disabilities Act; and all other applicable codes, laws, or regulations. In order to ensure enhanced job safety, Contractors performing installation shall follow Cal/OSHA standards. Nothing in these Contract Documents is to be construed to permit work not conforming to these requirements. Should Contractor discover work within the Contract Documents not in conformance with these requirements, Contractor agrees to immediately notify District in writing of said nonconformance, and to not proceed with nonconforming work. When the work detailed in the Contract Documents differs from governing codes, it is understood and agreed that the Contract Sum is based upon the more costly or expensive standard.

14. SUBCONTRACTORS

Subcontracts or agreements between Contractor and any subcontractor or supplier, as well as subcontracts and purchase orders between subcontractors and suppliers of every tier, shall: (i) require each subcontractor or supplier, to the extent of the work or scope of services to be performed by the subcontractor or supplier, to be bound by the terms of the Contract Documents; and (ii) to assume all the obligations and responsibilities which Contractor, through the Contract Documents, assumes towards the District. This expressly includes, without limitation, all aspects of the Contract Documents regarding the performance of the work, the dispute resolution provisions, the indemnity and insurance provisions, and the warranties and guarantees set forth in the Contract

Documents. Nothing contained in this Article shall be construed to create any contractual relationship, express or implied, between the District and any subcontractor or supplier.

15. PAYMENTS

Contractor warrants and represents that upon submission of an invoice, all work for which invoices have been previously issued and payment has been received from District, shall be free and clear of all claims, stop notices, security interests, and encumbrances in favor of Contractor, subcontractors or other persons or firms entitled to make claims by reason of having provided labor, materials, or equipment related to the work and all work covered by that invoice for payment has been performed in strict compliance with the Contract Documents.

16. COST AND PRICING DATA

All cost and pricing data submitted by the Contractor to the District with respect to any change, prospective or completed, or any claim for extra compensation shall be a true, complete, accurate, and current representation of actual cost and pricing of the work. The District or its authorized representative may require a formal certification as to cost and pricing data submitted by the Contractor. Certification shall be in the form acceptable to District.

17. DISMISSAL OF UNSATISFACTORY EMPLOYEES

If any person employed by the Contractor, or any subcontractor, shall fail or refuse to carry out the directions of the District; or, in the opinion of the District, is incompetent, unfaithful, intemperate, or disorderly; uses threatening or abusive language to any person representing the District on the work; or is otherwise unsatisfactory, he or she shall be removed from the work immediately, and shall not again be employed on the work. Contractor shall ensure that persons who perform services on District or College property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87011. If the District, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, Contractor shall remove such person(s) immediately upon receiving notice from the District of the desire of the District for the removal of such person(s).

18. TERMINATION OF UNSATISFACTORY SUBCONTRACTS

When any portion of the work which has been subcontracted by the Contractor is not being prosecuted in a satisfactory manner, the subcontract for such work shall be terminated immediately by the Contractor upon written notice from the District, and the subcontractor shall not again be employed on the type of work in which his or her performance was unsatisfactory.

19. INDEMNIFICATION

Contractor's Performance: To the fullest extent permitted by applicable law, Contractor shall defend, indemnify, and save harmless District (including its Trustees, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives), and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever related to, arising out of, or in connection with, Contractor's operations to be performed under this Contract, including, but not limited to:

a. Personal injury (including, but not limited to, bodily injury, emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees or agents of Contractor, District, or any subcontractor, or sub-consultant, or damage to property of the District or any other person or entity, and inclusive of the Project and the work itself (including loss of use thereof), arising out of or resulting from the Contract Documents and/or the performance of the work, or, except as otherwise prescribed by applicable law, as caused or alleged to be caused in whole or in part by any negligent act or omission of Contractor or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;
b. Penalties threatened, sought, or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Contractor;
c. Alleged infringement of any patent rights, which may be brought arising out of Contractor's work;
d. Claims and liens for labor performed or materials used or furnished to be used on the job, including all incidental or consequential damages from such claims or liens;
e. Failure of Contractor to comply with the provisions of the Contract Documents relating to insurance; and

f. Any violation or infraction by Contractor of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.

The obligations set forth in this section shall not be limited by the insurance requirements set forth in these Contract Documents.

Contractor's indemnification obligations will not include indemnification for claims which arise as the result of the active negligence of District, or the sole negligence or willful misconduct of District, its agents, servants or independent contractors who are directly responsible to District, or for defects in design furnished by such persons. It is intended that this Article shall comply with California Civil Code section 2782, and following, to the extent applicable to the Contractor's obligations as set forth in this Article. If it is determined by a Court of competent jurisdiction that any aspect of this Article exceeds the restrictions or limitations under California law applicable to indemnity obligations, only that portion which exceeds the restrictions or limitations under California law shall be null and void, and all remaining indemnity obligations shall be fully enforceable to the fullest extent allowed under California law.

20. SUBCONTRACTING AND ASSIGNMENT

The performance of the Contract may not be assigned except upon written consent of the District, and no assignment shall be permitted which would relieve the original Contractor or Contractor's surety of their responsibilities under the Contract.

21. LIABILITY OF DISTRICT OFFICIALS

Neither the officers, employees, agents, nor representatives of the District, nor any of them, shall be responsible for any liability arising under this Contract, except such obligations as are specifically set forth herein.

22. CONTRACTOR NOT AN AGENT OF THE DISTRICT

The right of general supervision shall not make the Contractor an agent of the District, and the liability of the Contractor for all damages to persons or to public or private property arising from the performance of the work shall not be lessened because of such general supervision.

23. THIRD-PARTY CLAIMS

The Contractor shall be responsible for all third-party claims, and for costs or injuries incurred by a third party which result from the operations of the Contractor, or its performance under the Contract.

24. ADA STANDARDS

Contractor represents and warrants that any software/hardware/communications system/equipment (collectively "technology") provided under this Agreement adheres to the standards and/or specifications as may be set forth in the Section 508 of the Rehabilitation Act of 1973 standards guide and is fully compliant with WCAG 2.0 AA standards for accessibility and compliant with any applicable FCC regulations. Technology that will be used on a mobile device must also be navigable with VoiceOver on iOS devices in addition to meeting WCAG 2.0 level AA.

If portions of the technology or user experience are alleged to be non-compliant or non-accessible at any point, District will provide Contractor with notice of such allegation and Contractor shall use its best efforts to make the technology compliant and accessible. If a state or federal department, office or regulatory agency, or if any other third party administrative agency or organization ("Claimants"), make a claim, allegation, initiates legal or regulatory process, or if a court finds or otherwise determines that technology is non-compliant or non-accessible, Contractor shall indemnify, defend and hold harmless the District from and against any and all such claims, allegations, liabilities, damages, penalties, fees, costs (including but not limited to reasonable attorneys' fees), arising out of or related to Claimants' claims.

Contractor shall also fully indemnify District for the full cost of any user accommodation that is found to be necessary due to an identifiable lack of accessibility in the Contractor's technology. If necessary, an independent 3rd party accessibility firm using POUR standards (Perceivable, Operable, Understandable and Robust) may be used to validate the accessibility of the technology.

25. MISCELLANEOUS PROVISIONS

This Contract shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor, and to the successors in interest of District, in the same manner as if such parties had been expressly named herein.

a. This Contract shall be governed by the laws of the State of California, excluding its choice of law provisions.

b. If any one or more of the provisions contained in the Contract should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

c. This Contract constitutes the full and complete understanding of the parties, and supersedes any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract may only be modified by a written instrument signed by both parties.

SPECIAL PROJECT CONDITIONS

OVERVIEW

The Los Rios Community College District (District) is soliciting bids from Firms for a Contract to provide Standardized Office Furniture and related Support Services for the District Colleges and Facilities. All prospective bidders should become familiar with all the special project conditions required as part of this Invitation to Bid (ITB). The term of the contract will be for an initial term of two (2) years with the option to extend for three additional one (1) year periods. Under the previous five (5) year contract, the District purchased approximately $6,000,000.00 worth of furniture and equipment.

Standardized Furniture shall include three levels of each of the following:

A. Panel Systems with options for fabric and laminate
B. Modular Desking with option for laminate
C. ADA Desks
D. Training Tables
E. Training Room/Lab Chairs
F. Task Seating
G. Filing/Storage
H. Collaborative/Conference Area

The District requires consistency in finish and interchangeable components. This can only be accomplished by bidding a single manufacturer, or including more than one manufacturer with common ownership and product platform sharing capability, assuming that key finishes are uniform. The focus on a single manufacturer will simplify ordering, ensure overall compatibility, customize ergonomic and accessibility issues, streamline services (design, installation, warranty), and allow improved purchasing control throughout District Colleges and Facilities.

The required specifications and pricing requirements are divided into five sections:

1. Special Conditions
2. Bid Inclusions
3. Furniture Specifications
4. Specific Product Pricing for Catalog Items
5. General Terms and Conditions

SCOPE OF SERVICES

This contract includes a variety of work from supplying furniture for complete new buildings to fill-in needs that can be as little as a single item. Projects can involve a number of key District employees including the Vice President of Administration (VPA) for the College, a Facilities Management (FM) coordinator, Information Technology (IT) representative, a departmental dean or instructor, and/or administration personnel. The awarded Contractor will be required to understand when and who to engage for each situation.

The awarded Contractor is required to have a Project Manager attend the FM Planning Meetings at the Facility Management Office in Sacramento twice per month and as requested by District. Each time a project is under way, the awarded Contractor shall have a design professional make contact with the appropriate Vice President of Administration, a District FM representative, and the District IT representative to coordinate activities such as electrical and data wiring, access to building, and removal of existing furniture or impediments if needed. The awarded Contractor will need to also consult on a regular basis with the Vice President of Administration or Designee for each College campus to garner current policies and procedures for the campus they represent.

The awarded Contractor's account manager and design professional should have proven knowledge (either through professional certification or minimum of 5 years planning experience) of applicable building codes, compliance laws and ADA requirements with an understanding of the intended use of space and requirements to provide best application practices and offering ergonomic solutions as appropriate and within budget.

The awarded Contractor is to provide a Standards Binder, including campus typicals to each campus. The awarded Contractor is to provide a monthly project list to Los Rios Facilities Management and Purchasing. The District will provide contact information to awarded Contractor. An order summary sheet is to be provided with orders with multiple items. The District's project name shall be on the top sheet of all quotes.

I. SPECIAL CONDITIONS

This is to be considered as an all or nothing bid, bidders who do not respond to all service and product requirements will be considered as non-responsive.

1. CONTRACT STRUCTURE – For ease of management, budgeting, audit capability, and to cover all orders large or small, the District requires that the successful bidder provide one (1) uniform pricing discount that applies to **all** products from the primary manufacturer bid. **Multiple discount structures are not acceptable.** All items being offered shall have one (1) discount and resulting net price. Actual net prices and the single corresponding discount from list price for all the primary manufacturer products being offered are to be provided. Pricing shall include 1) design services, 2) product specification, 3) project management, 4) freight, 5) delivery FOB destination, and 6) installation for any and all District Colleges and Facilities. All pricing must also include 7) warehouse receiving, 8) staging, 9) assembly, 10) storage for 30 days, if necessary, 11) disposal of refuse, and 12) "add-ons" to existing configurations/reconfigurations. All quotes must have discounts listed as separate line items. Many departments throughout District Colleges and Facilities will be utilizing this established pricing for budgeting and ordering. For the process to work properly it is critical that there be no additional (hidden) costs. Include pricing quotes for:
    a. All Inclusive

b. Drop Ship
c. Cooperative Project Services

2. CONTRACT TERM – The term of the Contract shall be for a period of twenty-four (24) months from the date of the Award of Contract to the successful Bidder. The District shall have the option to annually renew this contract for a third, fourth and fifth year. Contract renewal will be at the discretion of the District based upon satisfactory performance by the Contractor and maintenance of competitive pricing in subsequent renewable year(s) following the notice to the Contractor (successful bidder) in advance of the term expiration. Cost increases may be negotiated for each additional one-year extension based on each succeeding period's current list price; however, in no event shall the increase exceed the percentage change for the comparable period in the Consumer Price Index.

   Contractor shall complete delivery for all projects initiated during the contract term with scheduled completion beyond designated contract period under the terms and conditions of the contract in effect at the time the project is initiated. The awarded contractor shall perform such projects in accordance with the contract documents.

3. PRODUCT AVAILABILITY – The entire product selection must be available for installation within 4-6 weeks of order, depending upon size of the project. Most requirements at the District Colleges are immediate.

4. SERVICES – Design Services (*) are also to be included and reflected in the cost of the product. This is to include preparing a "Project Initiation & Acceptance Form," meeting with the customer at their facility, acquiring programming information, field measuring actual facility and providing 2D and 3D CAD renderings along with pricing proposal. CAD drawings must represent actual product being proposed. Drawings must be done in AutoCAD 2015.

   AutoCAD Services shall be included in the cost of the product. The College District facility department maintains AutoCAD plans on all facilities. Successful bidder must be able to receive AutoCAD 2015 format plans via e-mail and have proven capability to return finished plans in AutoCAD 2015 to the facility department via e-mail. In the event the version of AutoCAD is upgraded the contractor shall be notified by the District and required to supply drawings in identified version no later than 60 days after notification. The awarded Contractor shall provide the District with AutoCAD 2015 project files upon request.

   The contractor will coordinate with District representatives to meet project schedules as defined at the start of project initiation. Upon project completion and acceptance the contractor shall provide final drawings.

(*) The District recognizes that such Design Services could, depending on the size and scope of a project, result in excessive demands on the Contractor's (successful bidder's) time. If such is determined, the Contractor can negotiate with the District Purchasing Office for additional verified costs/compensation for design services.

5. SAMPLES – Contractor shall, at no charge to the District or Colleges, provide actual samples upon request. A full set of finish cards shall be provided to the purchasing and facility departments.

6. ERGONOMICS – Contractor will coordinate with the District to explore industry trends, new products and support the District ergonomics program. Contractor shall provide user training for installed products to the designated District project representative. All communications must be approved by District and its designated representatives.

7. PERFORMANCE – Contractor will work closely with the District to analyze and report current College purchasing trends. At the District's discretion, the Contractor will present reports to the Colleges on an annual basis to reflect current purchasing trends.

8. WARRANTY – Product specifications and warranty information on items bid must be included in the bid response. The Bidder has the primary responsibility to submit product specific warranty as required and accepted by industry standards. The Bidder warrants all goods and services furnished hereunder will be free from liens and encumbrances; and defects in design, materials, and workmanship; and will conform in all respects to the terms of this IFB including any specifications or standards. In addition, Bidder/Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended. Products must have manufacturer warranties of a minimum of 10 years (5 years on textiles).

   The Bidder/Vendor warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor.

   Dealer/Distributors agree to assist the District in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the District. Failure to submit a minimum warranty may result in the non-award.

9. PRICING – Pricing shall be firm for the first 24-month period. Discount rates will remain the same throughout the entire contract period including renewal years. The Contractor will provide the District Purchasing Office LRCCDPurchase@losrios.edu, written notification sixty (60) days prior to any list

price increases at the time of contract renewals. This notification must be on manufacturer letterhead and state cause(s) of increase. New catalogs, with correct pricing, will be supplied by the Contractor within the same 60 day period. Provide with bid response manufacturer's published price list(s) that matches pricing provided in bid.

10. ORDERS – There is to be no minimum order for individual components and there shall be no small order fees. Shipping, handling and installation fees are to be included in order price. Vendors shall provide itemized and/or summary proposals for each project as requested by the District representative. Itemized proposals shall list each component to build the product (i.e. table, workstation, etc.) and include the grand total. Summary proposals shall list product subtotals by item (i.e. table, workstation, etc.), calculate room subtotals by location code and include the grand total. Ancilliary, non-design, non-installed items are non-exclusive to awarded Contractor.

11. PREVAILING WAGE – All labor for installation must follow current Prevailing Wage guidelines by the State of California Department of Industrial Relations. Minimum wages are determined by the category of "Modular Furniture Installer."

12. DEFLATION – Awarded Contractor shall immediately notify the District Purchasing Office LRCCDPurchase@losrios.edu, of all manufacturers' price declines and the District will receive full benefit of all such declines the effective date of the manufacturer's public announcement.

II. BID INCLUSIONS

1. Failure to submit such information may result in rejection of the bid. The following must be included in response to this Invitation to Bid:

   Return with bid:

   a. Pricing Comparison Sheets (Base & Alternate)
   b. 2D and 3D drawings of each typical
   c. Pricing of each typical with exact breakdown of quantities, model numbers, description, pricing, extended pricing and total list price of typical
   d. List of deviations or variations from the specifications requirements of this bid

2. Requirement to sign the Bid Form: pricing pages, the priced "Typical" Drawing Pages, and return with bid. Bids shall be submitted on the form provided herein and must be signed by an officer of the firm authorized to commit funds. Failure to sign the Bid Form will cause the bid to be considered non-responsive.

3. A list of not less than three (3) contracts of comparable type/complexity that

exceeds $500,000.00 in annual purchases, and a list of three (3) installed projects that consist of 50 workstations and offices, or more, which have been furnished and installed within the last twelve months. References must include:

a. Name and address of organization
b. Start and completion date of project
c. Description of project
d. Contact name, phone number and e-mail

4. Submit the following Bidder Information

a. Company profile, include staffing information
b. Indicate how long your firm has done installations of the proposed furniture
c. Whether installations of this type are handled by own forces or by a subcontractor

5. Include product specifications, color brochures, warranty information, fabric sample card.

6. Provide written account management plan that includes the step by step processes from initial contact, programming, planning and design, ordering, invoicing, project management, and installation of product. Include the qualifications (resumes) of the individuals to manage the District account needs and professional design qualification for the programming and planning stage (i.e. College degree in interior design; state certified designer).

III. FURNITURE SPECIFICATIONS

1. Bidder(s) are to bid a single product line for each typical shown which has the necessary characteristics to be combined as one integrated system or to be utilized in the ways indicated as follows:

a. Free-standing modular requirements:
   i. Modular desk units need to be designed for reversibility in reconfiguration from right to left, hutches and matching bookcases required.
   ii. Independent pedestals to be free standing or mobile as specified in the workstation typical provided.
b. Wall Mounted: Designed to be attached to wall with use of wall tracks.
c. Panel Mounted: Design to be attached to panels with use of appropriate brackets.
d. Any combination of the characteristics listed above.

Finishes, work-surface edges and component detailing must be uniform throughout all three elements. The goal is to have one matching and blending

product line that can be utilized in private offices as well as in open plan areas.

2. Minimum panel construction features for all three levels of the panel systems:

    a. Fully acoustical with "Fiberglass" core. Must meet ANSI BIFMA minimum standard of .50 NRC and 15 STC.
    b. Required panel heights: 41-43" (minimum height) Fabric Covered Acoustical.
    c. Required panel heights: 65-69" (minimum height) Fabric Covered Acoustical.
    d. Panels must have **add-on** (stackable) height capability should additional height be needed. Stackable must be load bearing to receive overheads.
    e. Panel to have optional power with a minimum of 4 circuit, 8 wire electrical.
    f. Panel must have a **5" high by 2" wide** base raceway (or equal), that can house up to 25 twisted pair data cables simultaneous to housing modular electrical components.
    g. Raceway must have base lay-in capability to avoid fishing data wiring through framework (aperture).
    h. Panels must have frame for structural integrity.

3. Additional Panel requirement for Lab applications:

    Product line must also offer a matching stack-on system (finishes and components), that offers a modular panel with frame and tiles. This application is to be utilized in facilities that dictate more flexibility with electrical and data distribution. Provide literature and description of this product.

4. Drawer pedestals, lateral files and overhead shelves (both open and closed) to be of **all metal** construction; **no** particle board or laminate plastic. Pedestals and lateral files to be locking as standard, and to have freestanding capability and finished tops as standard, and adjustable floor glides; must be constructed entirely of steel for structural integrity. Accuride ball bearing (or equal) suspension on all file drawers.

5. Work surfaces to be **high** pressure laminate **with 2 grommets** per surface. Laminate tops to have an edge trim with a minimum of 3mm PVC, a radius postform edge with high pressure laminate or vinyl t-band edge. Melamine surfaces are not acceptable.

    a. Upon request, electric table base (legs) shall be provided.

6. Body of freestanding (desk shell) furniture for all three product levels must be constructed of metal for structural integrity, no laminate or melamine body components allowed.

7. Primary Task Chair Standard must have the following minimum features with options of Mesh and Upholstered Back:

    a. High Back, 21" tall minimum (top to bottom of chair back).
    b. Minimum seat width of 21" not including arms.
    c. Multi-function asynchronous control equal to one produced by RFM that includes:
        i. Defined contoured lumbar area support
        ii. Seat Slider
        iii. Ratchet back height adjustment (3" range minimum)
        iv. Independent back angle adjustment
        v. Pneumatic height adjustment
        vi. Infinite tilt lock seat angle adjustment
        vii. Height adjustable arms
        viii. Adjustable arm width from side of chair (in and out)
        ix. Minimum 300 pound weight limit
        x. Minimum of 2 size options for cylinder (short and average)
    d. Fabric must withstand approximately 50,000 double rubs or be of equal durability. Bidder must include fabric samples with ITB response.

8. Keyboard platforms shall have the ball bearing track, one-touch adjustment, positive lockout device, and a mouse forward platform design - Workrite Pinnacle 2 arm (3170-22TGPLO) with the #317RL keyboard platform (UB317RL-25) or equal. Removal of existing keyboard platforms, if applicable, shall be included in the price of new keyboard platform installation.

    Monitor arms shall be Workrite Poise Dual-PA2000-G-B or equal and shall be provided of the same single manufacturer as the keyboard platform. Offered brands not listed above must meet or exceed product listed.

9. All furniture products to be in compliance with ANSI-BIFMA environmental testing standards and manufactured primarily in North America.

IV. SPECIFIC PRODUCT PRICING FOR CATALOG ITEMS

1. In addition to the requirement for the bid prices(s)/cost(s) to be submitted as detailed above for offered catalog items, Bidder(s) shall also submit a bid price on the District's "Typical" work stations identified (and attached) as: District Typical A and B, Level 1 through Level 3. The bid price submitted on each of these pages is to be based on the bidder's offered "actual net prices and corresponding discount from list price."

2. Bidder shall provide a list of secondary "Non-Award" manufacturers and the corresponding discount from the manufacturer's list price. These are product lines the bidder may want to offer to fulfill specialized needs. The resulting net price shall be turn-key and include all of the services as required for the primary

manufacturer, including initial contact, programming, planning and design, ordering, project management, freight, and installation of product. If pricing corresponds to an existing contract, include contract name, number and whether services are included with pricing.

3. Bidder shall utilize District eligible cooperative contracts to fulfill contract and specialized needs. The resulting price shall be tum-key and include all of the services as required for the primary manufacturer, including initial contact, programming, planning and design, ordering coordination, project management, freight, and installation of product if not requested as drop ship. Such proposals shall reflect the cooperative contract awarded pricing and include itemized line for awarded contractor's design services fee to include turn-key fulfillment per project.

V. PRICING COMPARISON

To avoid hidden charges, and for ease of budgeting, ordering, auditing, and coordination, the Los Rios Community College District seeks a single percentage discount off the manufacturer's list price **(multiple discount structures are unacceptable and will render the bid nonresponsive)**.

1. **All Inclusive:** Provide one (1) guaranteed discount off of the manufacturer's list price that includes all services such as programming, design and planning, project management, meeting requirements, freight, warehouse receiving, delivery and installation. The discount shall apply to entire families of product giving the District at least one option in each of the product range categories listed below. These can be from one manufacturer, or from a group of products that have common ownership with product platform and finish sharing. Items needed to complete a work area/office, classroom, or computer lab. A complete range of finish options including multiple fabric colors and patterns, paints, and laminates, shall be offered.

    a. The discount should apply to a product range from one manufacturer that includes the following:
        i. Systems furniture as previously stated.
        ii. Freestanding modular desk, files and storage in metal, wood and laminate plastic.
        iii. Task, management and guest seating.
        iv. Tables and chairs for training, multi-purpose use, classroom and cafeteria.
        v. Common area lounge and break out furniture.
        vi. Outdoor furniture if offered.
        vii. Accessories such as keyboard platforms, foot rests, flexible lighting, paper management, and monitor arms.

2. **Drop Ship** – Provide one (1) guaranteed discount off of the manufacturer's list

price that includes all services such as programming, design and planning, project management, meeting requirements, freight, warehouse receiving and F.O.B. Destination delivery – NO INSTALLATION. The discount shall apply to entire families of product giving the District at least one option in each of the product range categories listed below. These can be from one manufacturer, or from a group of products that have common ownership with product platform and finish sharing. Items needed to complete a work area/office, classroom, or computer lab. A complete range of finish options, including multiple fabric colors and patterns, paints, and laminates, shall be offered.

a. The discount should apply to a product range from one manufacturer that includes the following:
   i. Files and storage in metal, wood and laminate plastic.
   ii. Task, stools, management, and guest seating.
   iii. Tables and chairs for training, multi-purpose use, classroom and cafeteria.
   iv. Common area lounge and break out furniture.
   v. Outdoor furniture if offered.
   vi. Accessories such as keyboard platforms, foot rests, flexible lighting, paper management, and monitor arms.

3. **Cooperative Project Services** – Provide hourly rate of "add-on" services based on cost of cooperative-contract furniture to include but not limited to space planning, programming, call-backs as needed for technical assistance, ordering, and project management. The installation of product under cooperative project services shall be the prevailing wage rate and documentation shall be submitted to the Owner for confirmation.

   Both "add-on" services and installation shall be itemized on proposed quotes and final invoices to show the contract hourly rate/design hours and number of installation hours. Proposed hourly rate shall become effective when projects request the utilization of eligible cooperative contracts.

SECONDARY "NON-AWARD" MANUFACTURERS

List secondary manufacturers, product series if not the entire product offering, and single discount from the manufacturer's published list price. If pricing corresponds to existing contract, include contract name and number and whether services are included with pricing.

Name & Series:	Lead time from order to installation:	Discount from List Price:

DISTRICT LOCATIONS

The participating District Colleges and Facilities requiring furniture and services are as follows:

LOCATION NAME	LOCATION STREET	LOCATION ZIP
American River College	4700 College Oak Drive	Sacramento, CA 95841
Cosumnes River College	8401 Center Parkway	Sacramento, CA 95823
Davis Center & Davis II	1720 Jade Street, UC Davis Village	Davis, CA 95616
District Office	1919 Spanos Court	Sacramento, CA 95825
El Dorado Center	6699 Campus Drive	Placerville, CA 95667
Elk Grove Center	10051 Big Horn Boulevard	Elk Grove, CA 95757
Ethan Way Center	1410 Ethan Way	Sacramento, CA 95825
Facilities Management	3753 Bradview Drive	Sacramento, CA 95827
Folsom Lake College	10 College Parkway	Folsom, CA 95630
McClellan Center (SRPSTC)	5146 Arnold Avenue	McClellan, CA 95652
Natomas Ed. Center	2421 Del Paso Road	Sacramento, CA 95835
Rancho Cordova Center	10259 Folsom Boulevard	Rancho Cordova, A 95670
Sacramento City College	3835 Freeport Blvd.	Sacramento, CA 95822
SCC Aeronautics	5803/5808 Price Avenue	McClellan, CA 95652
West Sacramento Center	1115 West Capitol Avenue	West Sacramento, CA 95691

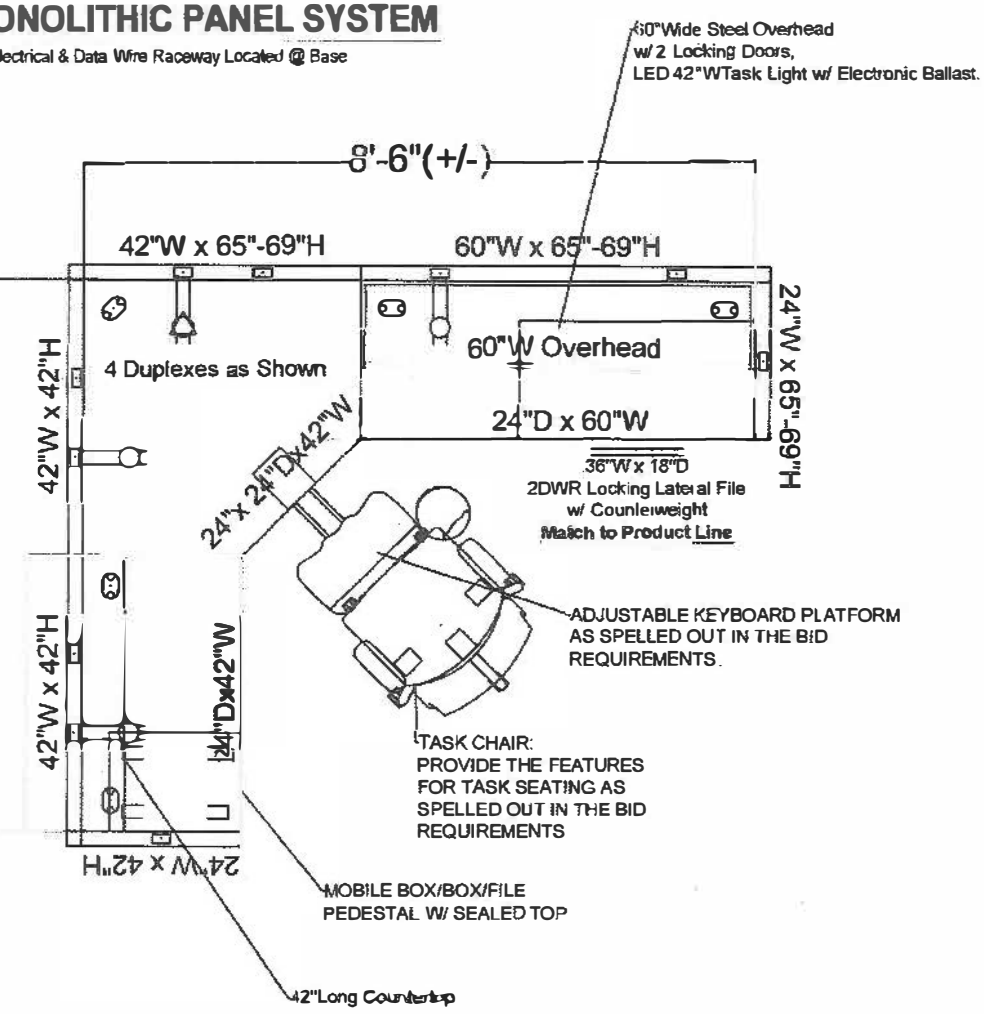
EXHIBIT A
Category Spend for Purchased Items

DRAWINGS

Beginning on next page.

ONOLITHIC PANEL SYSTEM

lectrical & Data Wire Raceway Located @ Base



Must meet ANSI BIFMA testing standards with a minimum of 10 year warranty. (5 years on textiles)

Minimum Requirements for Bidding this Typical:

- Steel frame panel, 2" or wider, acoustical with fiberglass core.
- Minimum panel heights of 42" & 65"
- Maximum panel heights of 43" & 69"
- Panel to have 3 hole knockout in Base Raceway Kickplate to allow for Data acc
- Pricing to include electrified raceway with four (4) duplex outlets spaced as sh
- Minimum 8-wire, 4-circuit electrical system.
- All panel base raceways must be capable of housing a minimum of 25 each da with an electrical system.
- Overheads, pedestals & lateral files to be heavy duty steel construction.
- Ball-bearing slide suspensions on all file drawers and overhead doors.
- Pedestals, laterals & overheads to have removable/changeable lock cores.
- Lateral file and pedestal to have necessary counterweight.
- Keyboard platform as noted in bid specification including attached wristpad & Platform to have adjustable mechanism: In/Out, Up/Down, Swivel & Tilting.
- Worksurfaces to be a minimum of 1-1/8"thick with "High Pressure" laminate a trim.
- Rectangular surfaces to be priced with two (2) grommets (right & left).
- Corner surface to be priced with corner grommet.
- Counter top to be high-pressure laminate.
- LED Task light to have electronic ballast.
- Panel configuration have 90-degree full corner trim.
- Workstation pricing to include all necessary hardware for complete and prope
- Include task chair from the same manufacturer per bid specifications.
- In bid response, provide 2D & 3D CAD drawings showing workstation as specif
- Provide complete list of product specified including:
  - Quantities
  - Model numbers
  - Description
  - Unit list price
  - Extended list price,
  - Total list price for entire workstation.
- Apply single (1) uniform discount (no multiple discounts) applied to total and s resulting total price.
- Resulting NET price to include all services as outlined in bid, including design, s field verification, order processing, tracking, receiving, delivery and installation
- Provide pricing option for panel w/ fabric interior, laminate exterior.

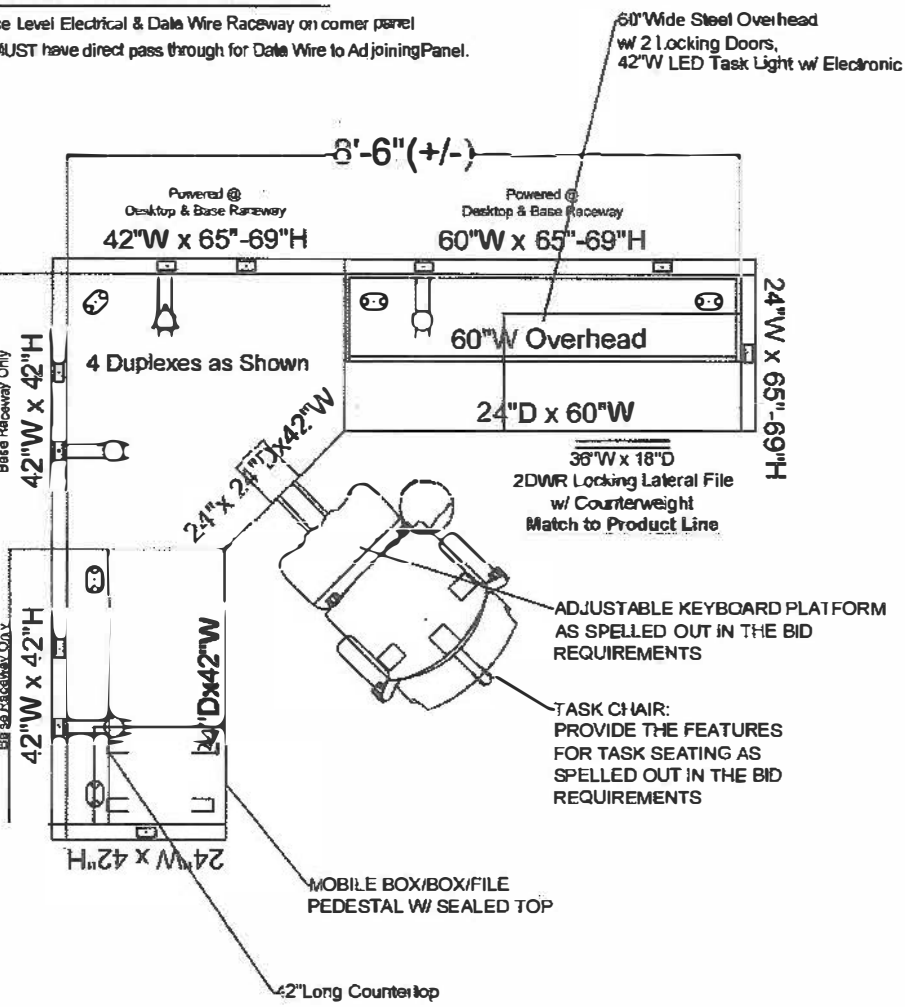
OS RIOS

LRCCD-FURNITURE STANDARDS COMPARISON
TYPICAL A, LEVEL 1
MONOLITHIC PANEL SYSTEM
w/ Electrical & Data Wire Raceway Located @ Base

DATE	01.30.18
DRAWN	
CHECKED	
QUAL	
SHEET	1 OF 1
SCALE	NTS

THIC PANEL SYSTEM

e Level Electrical & Data Wire Raceway on corner panel
MUST have direct pass through for Data Wire to Adjoining Panel.



Must meet ANSI BIFMA testing standards with a minimum of 10 year warranty. (5 years on textiles)

Minimum Requirements for Bidding this Typical:

- Steel frame panel, 2" or wider, acoustical with fiberglass core.
- Minimum panel heights of 42" & 65"
- Maximum panel heightsof 43" & 69"
- Panel to have 3 hole knockout in Base Raceway Kickplate to allow for Data access
- Pricing to include electrified base raceway with two (2) duplex outlets spaced as s electrified base and desktop raceway with two (2) duplex outlets spaced as show
- Minimum 8-wire, 4-circuit electrical system.
- All panel raceway must be capable of housing a minimum of 25 each data cables electrical system.
- Overheads, pedestals & lateral files to be heavy duty steel construction.
- Lateral file and pedestal to have necessary counterweight.
- Ball-bearing slide suspensions on all file drawers and overhead doors.
- Pedestals, laterals & overheads to have removable/changeable lock cores.
- Keyboard platform as noted in bid specification including attached wristpad & mo Platform to have adjustable mechanism: In/Out, Up/Down, Swivel & Tilting.
- Worksurfaces to be a minimum of 1-1/8" thick with "High Pressure" laminate and edge trim resistant to chipping.
- Rectangular surfaces to be priced with two (2) grommets (right & left).
- Corner surface to be priced with corner grommet.
- Counter top to be high pressure laminate.
- LED Task light to have electronic ballast.
- Panel configuration have 90-degree full corner trim.
- Workstation pricing to include all necessary hardware for complete and proper as
- Include task chair from the same manufacturer per bid specifications.
- In bid response, provide 2D & 3D CAD drawings showing workstation as specified.
- Provide complete list of product specified including:
  - Quantities
  - Model numbers
  - Description
  - Unit list price
  - Extended list price,
  - Total list price for entire workstation.
- Apply single (1) uniform discount (no multiple discounts) applied to total and sho resulting total price.
- Resulting NET price to include all services as outlined in bid, including design, spe field verification, order processing, tracking, receiving, delivery and installation.
- Provide pricing option for panel w/ fabric interior, laminate exterior.

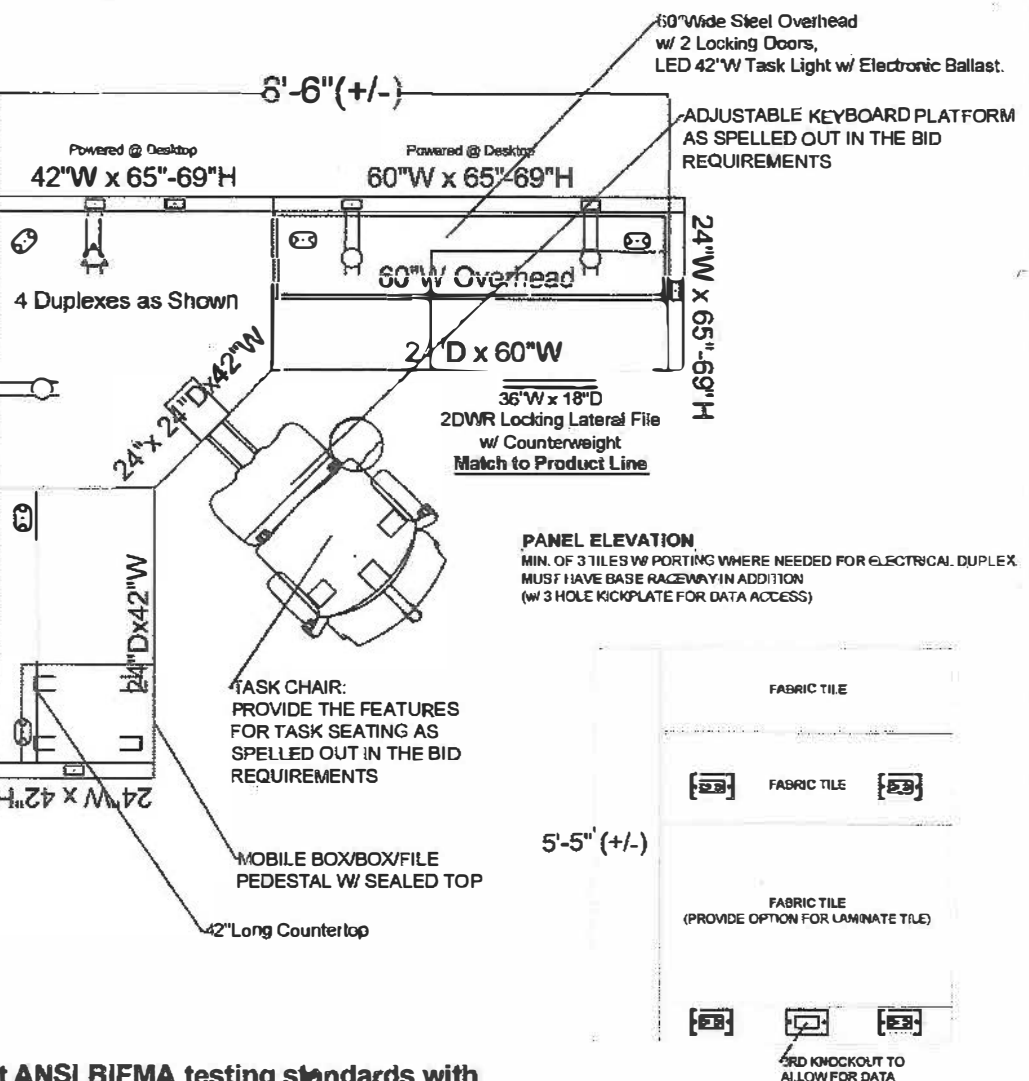
OS RIOS

LRCCD-FURNITURE STANDARDS COMPARISON
TYPICAL A, LEVEL 2
MONOLITHIC PANEL SYSTEM
w/ Desktop and Base Level Electrical & Data Wire Raceway on corner panel
Desktop Raceway MUST have direct pass through for Data Wire to Adjoining Panel.

DRAWN DATE: 04.03.19
SHEET NUMBER: 1 OF 1
SCALE: NTS

EL FRAME & TILE PANEL SYSTEM w/ STACKING CAPABILITY

9") to have three tiles per side.
-43") to have two tiles per side.



PANEL ELEVATION
MIN. OF 3 TILES W/ PORTING WHERE NEEDED FOR ELECTRICAL DUPLEX
MUST HAVE BASE RACEWAY IN ADDITION
(w/ 3 HOLE KICKPLATE FOR DATA ACCESS)

t ANSI BIFMA testing standards with
m of 10 year warranty.
n textiles)

Minimum Requirements for Bidding this Typical:

- Steel frame panel 2-1/2" or wider.
- Panel tiles to be fabric covered with fiberglass core for acoustic sound abs
- Minimum panel heights of 42" & 65"
- Maximum panel heights of 43" & 69"
- Panel to have 3 hole knockout in Base Raceway Kickplate to allow for Data
- Powered raceway to be at desktop with duplex outlets where shown.
- Panels to have base raceway that can accommodate future electrical and/
- Minimum 8-wire, 4-circuit electrical system.
- Panel base raceway must house a minimum of 25 each data cables along w
- Overheads, pedestals & lateral files to be heavy duty steel construction.
- Ball-bearing slide suspensions on all file drawers and overhead doors.
- Pedestals, laterals & overheads to have removable/changeable lock cores.
- Lateral file and pedestal to have necessary counterweight.
- Keyboard platform as noted in bid specification including attached wristpa Platform to have adjustable mechanism: In/Out, Up/Down, Swivel & Tilting
- Worksurfaces to be a minimum of 1-1/8" thick with "High Pressure" lamina edge trim resistant to chipping.
- Rectangular surfaces to be priced with two (2) grommets (right & left).
- Corner surface to be priced with corner grommet.
- Counter top to be high-pressure laminate.
- LED Task light to have electronic ballast.
- Panel configuration have 90-degree full corner trim.
- Workstation pricing to include all necessary hardware for complete and pr
- Include task chair from the same manufacturer per bid specifications.
- In bid response, provide 2D & 3D CAD drawings showing workstation as sp
- Provide complete list of product specified including:
  - Quantities
  - Model numbers
  - Description
  - Unit list price
  - Extended list price,
  - Total list price for entire workstation.
- Apply single (1) uniform discount (no multiple discounts) applied to total a resulting total price.
- Resulting NET price to include all services as outlined in bid, including desig field verification, order processing, tracking, receiving, delivery and installa
- Provide pricing option for Interior/Exterior Bottom Laminate Tile

OS RIOS

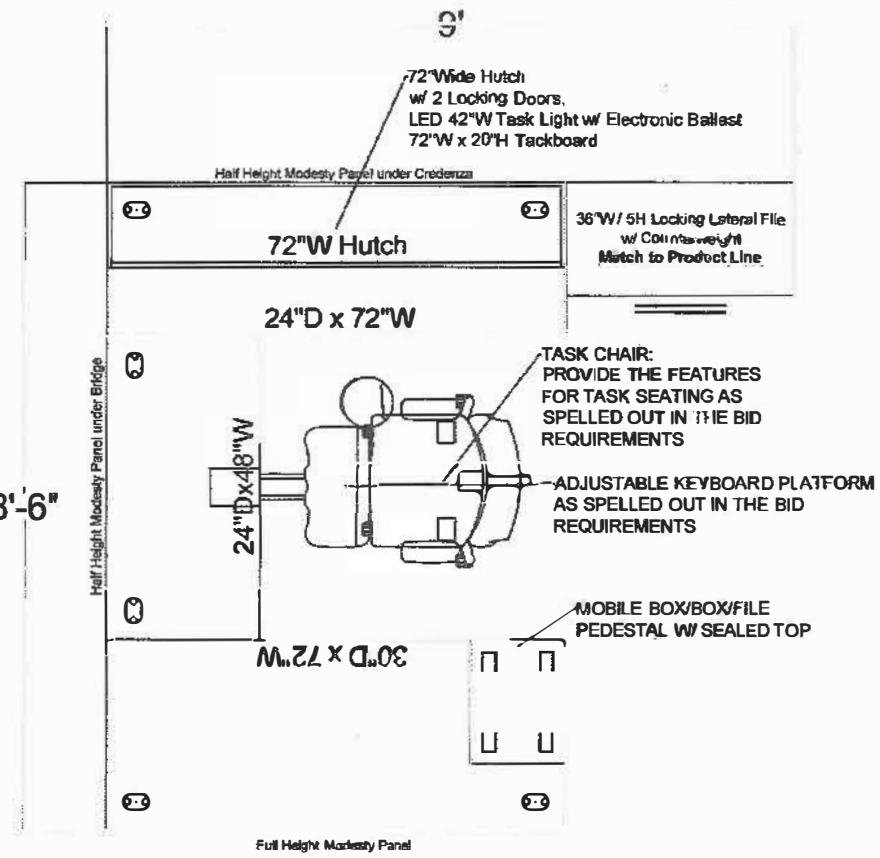
LRCCD-FURNITURE STANDARDS COMPARISON
TYPICAL A, LEVEL 3
Top Level Frame & Tile Panel System w/ stacking capability.
Taller Panels (65"-69") to have three tiles per side.
Shorter Panels (42"-43") to have two tiles per side.

DRAWN DATE:	04.03.19
PLANNER:	
CAMPUS APPROVAL:	
DATE:	
SHEET NUMBER:	1 OF 1
SCALE:	NTS

REVISIONS
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BASE LEVEL DESKING ARRANGEMENT

Product Series to Match Typical A, Level 1



Minimum Requirements for Bidding this Typical:

- Body of desk units to be modular steel construction with separately specified componer such as end panels, modesty panel, etc., that can be re-utilized in multiple configuratio
- Worksurfaces to be a minimum of 1-1/8" thick with "High Pressure" laminate and durab edge trim resistant to chipping.
- Rectangular surfaces to be priced with two (2) grommets (right & left).
- Corner surface to be priced with corner grommet.
- LED Task light to have electronic ballast.
- Hutches, Overheads, pedestals & lateral files to be heavy duty steel construction.
- Ball-bearing slide suspensions on all file drawers and overhead doors.
- Pedestals, laterals & overheads to have removable/changeable lock cores.
- Lateral file and pedestal to have necessary counterweight.
- Stack-on hutch with locking doors, task light (electronic ballast), and tackboard.
- Hutch height to provide a minimum of 20" of clearance between bottom of shelf and d
- Keyboard platform as noted in bid specification including attached wristpad & mousepa Platform to have adjustable mechanism: In/Out, Up/Down, Swivel & Tilting.
- Workstation pricing to include all necessary hardware for complete and proper assemb
- Include task chair from the same manufacturer per bid specifications.
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  - Model numbers
  - Description
  - Unit list price
  - Extended list price
  - Total list price for entire workstation.
- Apply single (1) uniform discount (no multiple discounts) applied to total and show net resulting total price.
- Resulting NET price to include all services as outlined in bid, including design, specificat field verification, order processing, tracking, receiving, delivery and installation.

Must meet ANSI BIFMA testing standards with a minimum of 10 year warranty. (5 years on textiles)

OS RIOS

LRCCD-FURNITURE STANDARDS COMPARISON
TYPICAL B, LEVEL 1
BASE LEVEL DESKING ARRANGEMENT
Product Series to Match Typical A, Level 1.

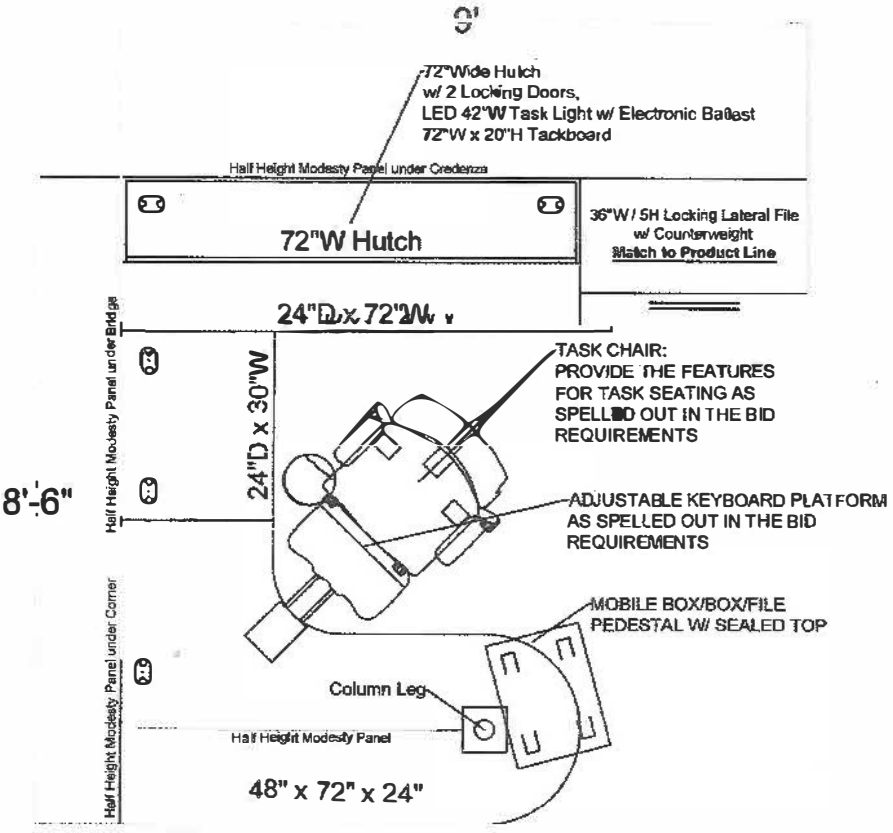
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1 OF 1

NTS

BASE LEVEL DESKING ARRANGEMENT

Product Series to Match Typical A, Level 1



Minimum Requirements for Bidding this Typical:

- Body of desk units to be modular steel construction with separately specified com such as end panels, modesty panel, etc., that can be re-utilized in multiple config
- Worksurfaces to be a minimum of 1-1/8" thick with "High Pressure" laminate and edge trim resistant to chipping.
- Rectangular surfaces to be priced with two (2) grommets (right & left).
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- In bid response, provide 2D & 3D CAD drawings showing workstation as specified
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  - Quantities
  - Model numbers
  - Description
  - Unit list price
  - Extended list price
  - Total list price for entire workstation.
- Apply single (1) uniform discount (no multiple discounts) applied to total and sho resulting total price.
- Resulting NET price to include all services as outlined in bid, including design, spec field verification, order processing, tracking, receiving, delivery and installation.

Must meet ANSI BIFMA testing standards with a minimum of 10 year warranty. (5 years on textiles)

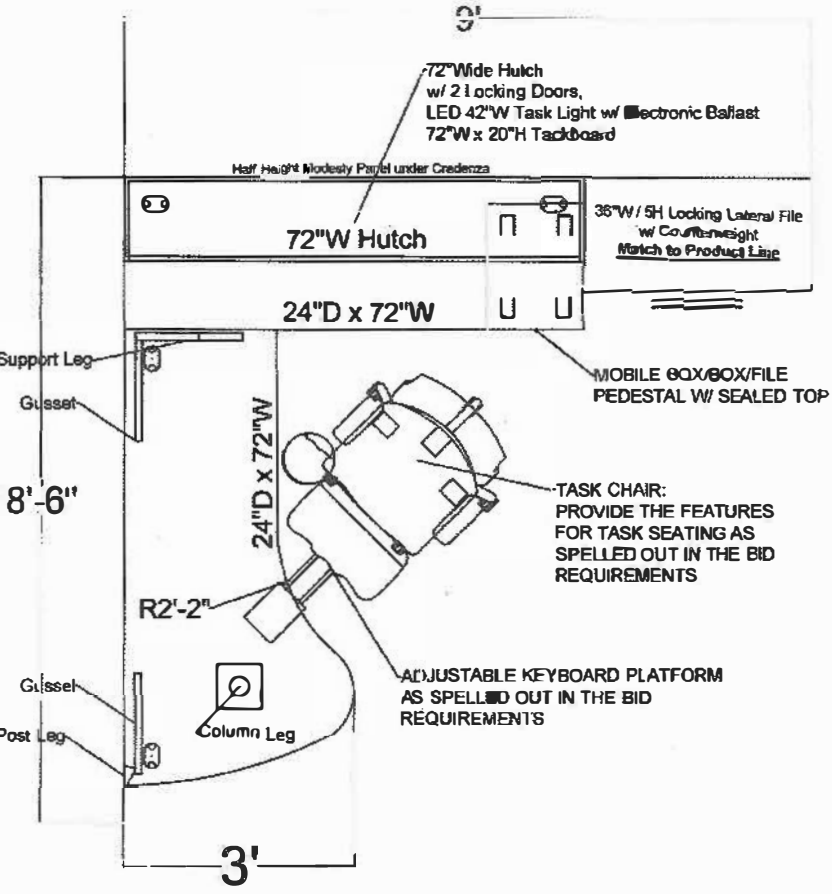
OS RIOS

LRCCD-FURNITURE STANDARDS COMPARISON
TYPICAL B, LEVEL 2
BASE LEVEL DESKING ARRANGEMENT
Product Series to Match Typical A, Level 1.

DRAWN DATE: 01.30.19
1 OF 1
SCALE: NTS

BASE LEVEL DESKING ARRANGEMENT

Product Series to Match Typical A, Level 1



Must meet ANSI BIFMA testing standards with a minimum of 10 year warranty. (5 years on textiles)

Minimum Requirements for Bidding this Typical:

- Body of desk units to be modular steel construction with separately specified compon such as end panels, modesty panel, etc., that can be re-utilized in multiple configurat
- Worksurfaces to be a minimum of 1-1/8" thick with "High Pressure" laminate and du edge trim resistant to chipping.
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- Corner surface to be priced with corner grommet.
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- In bid response, provide 2D & 3D CAD drawings showing workstation as specified.
- Provide complete list of product specified including:
  - Quantities
  - Model numbers
  - Description
  - Unit list price
  - Extended list price
  - Total list price for entire workstation.
- Apply single (1) uniform discount (no multiple discounts) applied to total and show n resulting total price.
- Resulting NET price to include all services as outlined in bid, including design, specific field verification, order processing, tracking, receiving, delivery and installation.

OS RIOS

LRCCD-FURNITURE STANDARDS COMPARISON
TYPICAL B, LEVEL 3
BASE LEVEL DESKING ARRANGEMENT
Product Series to Match Typical A, Level 1.

Issue Date	01.30.19
Planner	
Drawn By	
Chkd	
Sheet # of #	1 OF 1
Scale	NTS

Revisions	
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THE SACRAMENTO
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770 L St., Suite 950
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SACRAMENTO CA 95825-3981

Proof of Publication
(C.C.P. §2015.5)

State of California)
County of Sacramento)

Bid: 19017

Blanket PO #B1099593

I am a citizen of the United States; I am over the age of 18 years. I am the principal clerk of THE SACRAMENTO GAZETTE, a community newspaper printed and published in the English language, and adjudged to be a Newspaper of General Circulation for the City and County of Sacramento by the Sacramento County Superior Court on August 12, 1997. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of THE SACRAMENTO GAZETTE and not in any supplement thereof on the following date(s), to wit:

04-26-19
05-03-19

Executed on: **05-03-19**
at Sacramento, California

I certify under penalty of perjury that the foregoing is true and correct:

David A. Fong

THE SACRAMENTO GAZETTE
(916) 567-9654

NOTICE TO BIDDERS
BID #19017

Notice is hereby given that tha Board of Truslees of the Los Rios Community College District, County of Sacramento, State of California, will receive up to and not later than 2:30 PM, Thursday June 27, 2019 sealed bids from qualified proposers for the project described as Districtwide Furniture & Related Services - Bid # 19017. Prequalification questionnaire must be submitted no later than 2:00 PM, Thursday May 16, 2019. The mandatory pre-bid conference for qualified proposers is scheduled for Wednesday, June 5, 2019 at 2 PM.

Faxed bids will not be accepted. Bids shall be publicly opened at the LRCCD Facilities Management Office, 3753 Bradview Drive, Sacramento, CA 95827 in the Facilities Management Conference Room, on the above stated date at the time indicated.

The work shall consist of, but is not limited to, providing furniture, design, installation and additional related support services for District Colleges and Facilities.

All inquiries regarding this bid should be directed in writing to Paula Gordon, Purchasing Supervisor, LRCCD Purchasing Department, gordonp@losrios.edu.

Ad#: 87699 — 04-26-19 05-03-19

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GAZETTE MEDIA CO., LLC

CABRILLO UNIFIED SCHOOL DISTRICT

498 Kelly Avenue, Half Moon Bay, California 94019 • 650 712-7100 • Fax 650 726-0279 • www.cabrillo.k12.ca.us

SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Carmen Daniel
Kimberly Hines
Sophia Layne

MEMORANDUM

MEETING DATE: February 15, 2024
TO: Members of the Governing Board
FROM: J Jesús Contreras, Ed.D., Deputy Superintendent of Business Services
CATEGORY: Consent/Action
ITEM TITLE: Awarding of Bids for Hatch Elementary Security Fencing and Early Education Center Upgrades

BACKGROUND INFORMATION

With approval from the Division of the State Architect (DSA) of the Hatch Elementary security fencing and other projects at the Early Learning Center located at the South edge of the Hatch Elementary campus, CUSD staff have solicited and received bids on the projects. CUSD staff hereby request the awarding of the projects to the lower bidders as follows:

1. Hatch Security Fencing: AAA Fence Co - $209,418
2. Hatch Early Education Center Projects: Schreder & Brandt Mfg. Inc - $729,000

Please refer to the attached bid information matrices.

FISCAL ANALYSIS

The Hatch security fencing, the alignment of portables, and the installation of platforms to support the education of our students with disabilities will be financed through grants and will be supplemented with Bond funds.

RECOMMENDATION

Approve lower bids for the projects as presented.

Hatch Security Fence Bids

Bidder	Base Bid
AAA Fence Company Inc.	$ 209,418
Dryco	$ 260,520
Silicon Valley Paving	$ 270,000
Rodan Builders	$ 443,700
CR Fence dba Humboldt	$ 628,000

Hatch Early Education Center Projects

Bidder	Base Bid
Schreder & Brandt Mfg. Inc	$ 729,000
Rodan Builders Inc.	$ 948,800
CWS Construction Group	$ 985,485
Pro-Ex Construction inc.	$ 1,689,000

AGREEMENT FOR CONSTRUCTION SERVICES- Hatch Security Fences

AGREEMENT NUMBER 2024-24-1 Hatch Security Fences

THIS CONTRACT is made and entered into this **16th day of February, 2024**, by and between **AAA Fencing Inc.** ("Contractor") and **Cabrillo Unified School District** ("Contract").

1. The Contractor shall furnish to the District for a total price of **Two Hundred Nine Thousand Four Hundred Eighteen Dollars** ($209,418) ("Contract Price"), the following services ("Work"):

   - **Installation of Perimeter Security Fences**

   Work shall be completed within **Seventy-five (75)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed on **February 19th, 2024**.
   It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the Drawings and Specifications and submission of all documents required by the Division of the State Architect ("DSA") for close-out of the Project, under the direction and supervision of, and subject to the approval of the Inspector of Record, the District or its authorized representative. The critical perimeter ornamental fencing and gates are **required to complete by 4/21/2014 with Close-out documents completed by April 30, 2014.**

2. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of One Thousand, Five Hundred Dollars ($1,500) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

3. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

4. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

__X__ Notice to Bidders
__X__ Instructions to Bidders
__X__ Bid Form and Proposal
__X__ Bid Bond
__X__ Non-Collusion Declaration
____ Designated Subcontractors List
__X__ Prevailing Wage Certification
__X__ Workers' Compensation Certification
__X__ Criminal Background Investigation / Fingerprinting Certification
__X__ Drug-Free Workplace Certification
__X__ Tobacco-Free Environment Certification
__X__ Asbestos & Other Hazardous Materials Certification
_X__ Lead-Product(s) Certification
_____ Registered Subcontractor List
__X__ Insurance Certificates and Endorsements
__X__ Performance Bond
__X__ Payment Bond
__X__ Specifications
__X__ Plans
____ Special Conditions
__X__ Exhibit "A" ("Scope of Work")

5. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.

6. Payment for the Work shall be made in accordance with the Terms and Conditions.

7. The Design Professional in General Responsible Charge for the Project is QKA Architects, the construction manager on the Project is Rinaldo Veseliza ("Construction Manager"), and the project inspector on the Project is **CSI** ("Project Inspector"). Contractor hereby acknowledges that the Architect, the Construction Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

8. Inspection and acceptance of the Work shall be performed by Construction Manager.

9. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid,

return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

District

Cabrillo Unified School District
ATTN: Jesus Contreras
498 Kelly Street,
Half Moon Bay, CA 94019
Phone:
Fax: 650-638-8447
E-Mail: contrerasj@Cabrillo.k12.ca.us

Contractor

Name: AAA Fence Company Inc.
ATTN: Forrest Williams
2746 Scott Blvd. Santa Clara, CA 95050
Phone: 408-200-1720
Fax 408-970-8680
E-Mail forrest@aaafenceco.com

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

10. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.

11. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

12. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20___

Cabrillo Unified School District

Signature: _____

Print Name: Jesus Contreras

Print Title: Deputy Superintendent of Business Affairs

Address: 498 Kelly Ave.
Half Moon Bay, CA 94019

Telephone: 650-376-4429

Facsimile: 650-638-8447

E-Mail: contrerasj@cabrillo.k12.ca.us

Dated: 2/1, 2024

Contractor: AAA Fence Company Inc.

Signature: _____

Print Name: Forrest Williams

Print Title: General Manager

License No.: 522762

Registration No.: 1000002526

Address: 2746 Scott Blvd., Santa Clara, CA 905050

Telephone: 408-200-1720

Facsimile: 409-970-8680

E-Mail: forrest@aaafenceco.com

Information regarding Contractor:

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_X_ Corporation, State: California
____ Limited Liability Company
____ Other: _____

_77 0154030:
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

TERMS AND CONDITIONS TO CONTRACT

1. NOTICE TO PROCEED: District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. STANDARD OF CARE: Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.

3. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

4. PERMITS, LICENSES AND REGISTRATION: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

5. PROJECT INSPECTION CARD: Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.

6. NOTIFICATION: Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or current version) to the Project Inspector. Forms are available on the DSA's website at: http://www.dgs.ca.gov/dsa/Forms.aspx.

7. LABOR, MATERIALS AND EQUIPMENT: Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

8. SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.

9. INDEPENDENT CONTRACTOR: Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Consultant's employees.

10. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

11. WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a

subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

12. SUBCONTRACTORS: Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

13. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. [RESERVED]

15. [RESERVED]

16. LEAD-BASED PAINT: Pursuant to the Lead-Safe Schools Protection Act (Education Code section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.

17. [RESERVED]

18. CLEAN UP: Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

19. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

20. FORCE MAJEURE: "Force Majeure" means any event or circumstance unknown at the time of contracting that is beyond the parties' control and makes performance of the contract impractical or impossible. The Party seeking to have its performance obligation(s) excused must demonstrate that there was such an insuperable interference occurring without the party's intervention as could not have been prevented by the exercise of prudence, diligence, and care, by providing prompt notice to the other Party, including full particulars of such event, of its inability to perform its obligations due to such event, following commencement of the claiming Party's inability to so perform its obligations. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or facilities by the government. Force Majeure shall not be based on a Party's financial inability to perform under this Agreement unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder.

21. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.

22. NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS: Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act or omission of the District, Architect, Construction Manager, Project Inspector, or DSA or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

23. DISTRICT'S RIGHT TO PERFORM WORK: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) otherwise due to Contractor.

24. ACCESS TO WORK: District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

25. OCCUPANCY: District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

26. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

27. CHANGE IN SCOPE OF WORK: Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

28. INDEMNIFICATION:

28.1. To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, damages, injuries, losses, expenses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from, in whole or in part, the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnltees' and/or Architect's liability.

28.2. Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case, without impacting Contractor's obligation to provide an immediate and ongoing defense of the Indemnified Parties, the Contractor's defense obligation shall be retroactively reduced by the proportion of the Indemnitees' and/or Architect's liability. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

28.3. Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

28.4. If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.

28.5. The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

28.6. The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

29. PAYMENT BOND AND PERFORMANCE BOND: Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

30. CONTRACTOR'S INSURANCE:

30.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 2,000,000
General Aggregate	$ 4,000,000
Automobile Liability Insurance - Any Auto	
Combined Single Limit	$ 1,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

30.1.1. Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

30.1.2. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

31. **Proof of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

31.1.1. A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

31.1.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

31.1.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

31.1.4. All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

31.1.5. An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

31.1.6. An endorsement stating that there shall be a waiver of any subrogation.

31.1.7. Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

31.2. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

32. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

33. CONFIDENTIALITY: The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

34. LIMITATION OF DISTRICT LIABILITY: District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

35. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

36. COVID-19 SAFETY REQUIREMENTS: Contractor shall, at its cost, timely comply with all applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic protocols.

37. LABOR CODE REQUIREMENTS: Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7. The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

37.1. Registration: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

37.2. Registered Subcontractor List: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

37.3. Certified Payroll Records: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR

System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, and within ten (10) days of any request by the District or Labor Commissioner at http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

37.4. Labor Compliance: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

38. ANTI-DISCRIMINATION: Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

39. [RESERVED]

40. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

41. CONTRACTOR CLAIMS: In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract, (B) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work, including the disputed work, during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.

42. ATTORNEY FEES/COSTS: Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

43. TERMINATION: If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to

perform the Work of the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed including, without limitation, Contractor's and its subcontractor(s)' mobilization and/or demobilization costs, that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. In the event termination for cause is determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

44. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

45. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

46. CALCULATION OF TIME: For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

47. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.

48. BINDING CONTRACT: This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

49. DISTRICT WAIVER: District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

50. CAPTIONS AND INTERPRETATIONS: Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

51. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

52. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

53. ENTIRE CONTRACT: This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

54. NO ORAL MODIFICATIONS: No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

EXHIBIT "A"

SCOPE OF WORK

Consultant's entire Proposal is **not** made part of this Agreement.

The Scope of Work includes the following projects

1. Hatch Elementary School- **Security Fence ONLY** on the Approved DSA documents 01-121184 by QKA Architects, dated 10-20-23

DOCUMENT 00 45 46.05

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: **_Hatch Security Fencing 2024-24-1** between Cabrillo Unified School District ("District") and **AAA Fence Company Inc.**("Contractor")

Contractor hereby certifies that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations, ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

1. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

2. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.

3. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

4. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing New Hazardous Material will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

5. Contractor has read and understood the document titled, "Hazardous Materials Procedures & Requirements" and shall comply with all the provisions outlined therein.

6. Contractor certifies that it is knowledgeable of, and shall comply with, all laws applicable to the Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work.

Date: 2/1/2024

Proper Name of Contractor: AAA Fence Co., Inc.

Signature: _____

Print Name: Forrest Williams

Title: General Manager

END OF DOCUMENT

DOCUMENT 00 45 46.04

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: **_Hatch Security Fencing 2024-24-1** between the Cabrillo Unified School District ("District") and **AAA Fencing Company, Inc.**_("Contractor")

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Project site.

Date: 2/1/2024

Proper Name of Contractor: AAA Fence Co., Inc.

Signature: _____

Print Name: Forrest Williams

Title: General Manager

END OF DOCUMENT

DOCUMENT 00 45 46.01

PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: **Hatch Security Fencing 2024-24-1** between the Cabrillo Unified School District ("District") and **AAA Fence Company Inc.** ("Contractor").

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

I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Date: 2/1/2024

Proper Name of Contractor: AAA Fence Co., Inc.

Signature: _____

Print Name: Forrest Williams

Title: General Manager

END OF DOCUMENT

DOCUMENT 00 45 26

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: **Hatch Security Fencing 2024-24-1** between the Cabrillo Unified School District ("District") and **AAA Fencing Company Inc.** ("Contractor")

Labor Code section 3700, in relevant part, 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 by one or more insurers duly authorized to write compensation insurance in this state; and/or
>
> b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, 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 employees.

I am aware of the provisions of section 3700 of the Labor Code 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 the performance of the Work of this Contract.

Date: 2/1/2024

Proper Name of Contractor: AAA Fence Co., Inc.

Signature: _____

Print Name: Forrest Williams

Title: General Manager

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

DOCUMENT 00 45 19

NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

The undersigned declares:

I am the General Manager of **AAA Fence company, Inc.**, the party making the foregoing bid.

[Title] [Name of Firm]

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 2/12024 [Date],

at Santa Clara [City], CA [State].

Date: 2/1/2024

Proper Name of Bidder: AAA Fence Co., Inc.

Signature: _____

Print Name: Forrest Williams

Title: General Manager

END OF DOCUMENT

DOCUMENT 00 45 46.09

DRUG AND ALCOHOL-FREE SCHOOLS CERTIFICATION

PROJECT/CONTRACT NO.: **Hatch Security Fencing 2024-24-1** between the Cabrillo Unified School District ("District") and **AAA Fence Company Inc.** ("Contractor")

Pursuant to, without limitation, District Board policies, all District sites, including the Project site, are drug and alcohol-free schools. Possession, use, or dale of drugs and alcohol is prohibited at any time in district-owned or leased buildings, on district property, and in district vehicles unless otherwise permitted by law.

I acknowledge that I am aware of the District's policy regarding drug and alcohol-free schools, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to possess, use or sell:

1. Any substance which may not lawfully be possessed, used, or sold in California.
2. Cannabis or cannabis products (Health and Safety Code, § 11362.3; 21 USC §§ 812, 844).
3. Alcohol beverages, unless approved by the Superintendent or designee for limited purposes specified in Business and Professions Code section 25608.

Date: 2/1/2024

Proper Name of Contractor: AAA Fence Co., Inc.

Signature: _____

Print Name: Forrest Williams

Title: General Manager

END OF DOCUMENT

DOCUMENT 00 45 46.08

CRIMINAL BACKGROUND INVESTIGATION/ FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: **_Hatch Security Fencing 2024-24-1** between the Cabrillo Unified School District ("District") and **AAA Fence Company Inc.** Contractor")

The undersigned does hereby certify to the District that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions (check all that apply):

☐ Pursuant to Education Code section 45125.2(a), Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees, Subcontractors or suppliers and District pupils at all times; and/or

☒ Pursuant to Education Code section 45125.2(a), Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' or suppliers' employees is:

Name: __Ernie Zamora_____

Title: ____Operations Manager_____

NOTE: If Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

☐ Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.

☐ The Work on the Contract is either (i) at an unoccupied school site and no employee of Contractor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Contractor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

☐ The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;" and/or

☐ The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 2/1/2024

Proper Name of Contractor: AAA Fence Co., Inc.

Signature: _____

Print Name: Forrest Williams

Title: General Manager

[CONTINUED ON NEXT PAGE]

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: Apolonio Alfaro Flores/AAA Fence Co., Inc.

Name/Company: Juan Alfaro Flores/AAA Fence Co., Inc.

Name/Company: Omar Benitez Estrada/AAA Fence Co., Inc.

Name/Company: Angel Gamboa/AAA Fence Co., Inc.

Name/Company: Jose Gamboa/AAA Fence Co., Inc.

Name/Company: Ismael Guevara Cardiel/AAA Fence Co., Inc.

Name/Company: Daniel Martinez-Alfaro/AAA Fence Co., Inc

Name/Company: Jesus Miranda/AAA Fence Co., Inc.

Name/Company: Carlos Morales-Arteaga/AAA Fence Co., Inc.

Name/Company: Alejandro Sanchez-Gallegos/AAA Fence Co., Inc.

Name/Company: Gilbert Zamora/AAA Fence Co., Inc.

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

END OF DOCUMENT

DOCUMENT 00 45 46.06

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: **Hatch Security Fencing 2024-24-1** the Cabrillo Unified School District ("District") and **AAA Fence Company , Inc.** ("Contractor").

This certification provides notice to the Contractor that:

(1) Contractor's work may disturb lead-containing building materials.

(2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.

(3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburses when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated work includes, but is not limited to, the following:

a. Demolition or salvage of structures where lead or materials containing lead are present;

b. Removal or encapsulation of materials containing lead;

c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;

d. Installation of products containing lead;

e. Lead contamination/emergency cleanup;

f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and

g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.

3. **Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. **Contractor's Liability**

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;

2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: 2/1/2024

Proper Name of Contractor: AAA Fence Co., Inc.

Signature: _____

Print Name: Forrest Williams

Title: General Manager

END OF DOCUMENT

AGREEMENT FOR CONSTRUCTION SERVICES

AGREEMENT NUMBER 2024-31-1
Hatch Early Education Center Modular Addition

THIS CONTRACT is made and entered into this **Sixteenth day of February, 2024**, by and between **Schreder & Brandt Mfg., Inc.** ("Contractor") and Cabrillo Unified School District ("Contract").

1. The Contractor shall furnish to the District for a total price of **Seven Hundred Twenty Nine Thousand Dollars** ($729,000) ("Contract Price"), the following services ("Services"):

    - **Site preparation and Installation of 48x40 Modular Building**
    - **Verification and Inspection of existing K7 Building**
    - **Supervision for Landscaping and Installation of playground equipment**
    - **Supervision for Installation of TMP platforms**

2. Contractor shall perform the Work at each site listed above ("Site"). The Project is the scope of Work performed at the Site.

3. Work shall be completed within Ninety (90) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

    It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect ("DSA") for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of One Thousand, Five Hundred Dollars ($1,500) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

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6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

__X_ Notice to Bidders
__X_ Instructions to Bidders
__X_ Bid Form and Proposal
__X_ Bid Bond
__X_ Non-Collusion Declaration
__X_ Designated Subcontractors List
__X_ Prevailing Wage Certification
__X_ Workers' Compensation Certification
__X_ Criminal Background Investigation / Fingerprinting Certification
__X_ Drug-Free Workplace Certification
__X_ Tobacco-Free Environment Certification
__X _Asbestos & Other Hazardous Materials Certification
_X__ Lead-Product(s) Certification
__X_ Registered Subcontractor List
__X_ Insurance Certificates and Endorsements
__X_ Performance Bond
__X_ Payment Bond
__X_ Specifications
__X_ Plans
_____ Special Conditions
__X_ Exhibit "A" ("Scope of Work")

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.

8. Payment for the Work shall be made in accordance with the Terms and Conditions.

9. The Design Professional In General Responsible Charge for the Project is QKA Architects, the construction manager on the Project is Cabrillo Unified School District ("Construction Manager"), and the Inspector of Record is **TBD** ("Project Inspector"). Contractor hereby acknowledges that the Architect, the Construction Manager, the Inspector of Record, and the Division of the State Architect have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

10. Inspection and acceptance of the Work shall be performed by Construction Manager.

11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid,

return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

District	**Contractor**
Cabrillo Unified School District ATTN: Jesus Contreras 498 Kelly Street, Half Moon Bay, CA 94019 Fax: 650-638-8447 Eml: contrerasj@Cabrillo.k12.ca.us	Name: _____ ATTN: _____ [ADDRESS] [FAX] [EMAIL]

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.

13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20___	Dated: _____, 20___
Cabrillo Unified School District	**Contractor**: _____
Signature: _____	Signature: _____
Print Name: Jesus Contreras	Print Name: _____
Print Title: Deputy Superintendent of Business Services	Print Title: _____
	License No.: _____
Address: 498 Kelly Ave.	Registration No.: _____
Half Moon Bay, CA 94019	Address: _____
Telephone: 650-3764429	Telephone: _____
Facsimile: 650-638-8447	Facsimile: _____
E-Mail: contrerasj@cabrillo.k12.ca.us	E-Mail: _____

Information regarding Contractor:

Type of Business Entity:
_____ Individual
_____ Sole Proprietorship
_____ Partnership
_____ Limited Partnership
_____ Corporation, State: _____
_____ Limited Liability Company
_____ Other: _____

_____:
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

TERMS AND CONDITIONS TO CONTRACT

1. NOTICE TO PROCEED: District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. STANDARD OF CARE: Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.

3. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

4. PERMITS, LICENSES AND REGISTRATION: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

5. PROJECT INSPECTION CARD: Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.

6. NOTIFICATION: Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or current version) to the Project Inspector. Forms are available on the DSA's website at: http://www.dgs.ca.gov/dsa/Forms.aspx.

7. LABOR, MATERIALS AND EQUIPMENT: Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

8. SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.

9. INDEPENDENT CONTRACTOR: Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Consultant's employees.

10. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

11. WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a

subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

12. SUBCONTRACTORS: Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

13. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. [RESERVED]

15. [RESERVED]

16. LEAD-BASED PAINT: Pursuant to the Lead-Safe Schools Protection Act (Education Code section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.

17. [RESERVED]

18. CLEAN UP: Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

19. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

20. FORCE MAJEURE: "Force Majeure" means any event or circumstance unknown at the time of contracting that is beyond the parties' control and makes performance of the contract impractical or impossible. The Party seeking to have its performance obligation(s) excused must demonstrate that there was such an insuperable interference occurring without the party's intervention as could not have been prevented by the exercise of prudence, diligence, and care, by providing prompt notice to the other Party, including full particulars of such event, of its inability to perform its obligations due to such event, following commencement of the claiming Party's inability to so perform its obligations. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or facilities by the government. Force Majeure shall not be based on a Party's financial inability to perform under this Agreement unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder.

21. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.

22. NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS: Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act or omission of the District, Architect, Construction Manager, Project Inspector, or DSA or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

23. DISTRICT'S RIGHT TO PERFORM WORK: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) otherwise due to Contractor.

24. ACCESS TO WORK: District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

25. OCCUPANCY: District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

26. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

27. CHANGE IN SCOPE OF WORK: Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

28. INDEMNIFICATION:

28.1. To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, damages, injuries, losses, expenses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from, in whole or in part, the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability.

28.2. Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case, without impacting Contractor's obligation to provide an immediate and ongoing defense of the Indemnified Parties, the Contractor's defense obligation shall be retroactively reduced by the proportion of the Indemnitees' and/or Architect's liability. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

28.3. Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

28.4. If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.

28.5. The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

28.6. The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

29. PAYMENT BOND AND PERFORMANCE BOND: Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

30. CONTRACTOR'S INSURANCE:

30.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 2,000,000
General Aggregate	$ 4,000,000
Automobile Liability Insurance - Any Auto	
Combined Single Limit	$ 1,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

30.1.1. Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

30.1.2. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

31. **Proof of Insurance**.The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

31.1.1. A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

31.1.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

31.1.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

31.1.4. All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

31.1.5. An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

31.1.6. An endorsement stating that there shall be a waiver of any subrogation.

31.1.7. Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

31.2. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

32. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

33. CONFIDENTIALITY: The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

34. LIMITATION OF DISTRICT LIABILITY: District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

35. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

36. COVID-19 SAFETY REQUIREMENTS: Contractor shall, at its cost, timely comply with all applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic protocols.

37. LABOR CODE REQUIREMENTS: Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7. The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

37.1. Registration: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

37.2. Registered Subcontractor List: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

37.3. Certified Payroll Records: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR

System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, and within ten (10) days of any request by the District or Labor Commissioner at http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

37.4. Labor Compliance: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

38. ANTI-DISCRIMINATION: Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

39. [RESERVED]

40. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

41. CONTRACTOR CLAIMS: In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract, (B) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work, including the disputed work, during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.

42. ATTORNEY FEES/COSTS: Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

43. TERMINATION: If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to

perform the Work of the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed including, without limitation, Contractor's and its subcontractor(s)' mobilization and/or demobilization costs, that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. In the event termination for cause is determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

44. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

45. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

46. CALCULATION OF TIME: For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

47. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.

48. BINDING CONTRACT: This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

49. DISTRICT WAIVER: District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

50. CAPTIONS AND INTERPRETATIONS: Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

51. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

52. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

53. ENTIRE CONTRACT: This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

54. NO ORAL MODIFICATIONS: No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

EXHIBIT "A"

SCOPE OF WORK

Consultant's entire Proposal is **not** made part of this Agreement.

The Scope of Work includes the following projects:

1. **1CUSD Hatch Early Education Building Site -** Preparation of the site pad and utilities for the relocation of Mobile Modular 48x40 from stock pile by QKA Architects (Building App.# 01-121184) to the Hatch campus. The building site is out of the way from other school functions and will allow for continuous site work to completion. The 48x40 Building will be delivered by owner under separate contract with Mobile Modular and hooked up to utilities.
2. **The Existing Modular** 24x40 building on site will be inspected and painted with a new ramp attached. Fire Alarm system will be hooked up to the existing main system in adjacent buildings
3. **Existing Early Education Center-** New ramps supplied by Owner, Furnished by TMP, will replace existing ramps under GC supervision. The work will be sequential to allow classrooms to be used throughout the process without disruption to classes
4. **Landscaping and Playground equipment** on the QKA set of documents by the Landscape Architect and Equipment Vendor under contractor's supervision

CABRILLO UNIFIED SCHOOL DISTRICT

498 Kelly Avenue, Half Moon Bay, California 94019 • 650 712-7100 • Fax 650 726-0279 • www.cabrillo.k12.ca.us

SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Carmen Daniel
Kimberly Hines
Sophia Layne

MEMORANDUM

MEETING DATE: February 15, 2024
TO: Members of the Governing Board
FROM: Bianca Forrester, M.A. Ed., Director of Personnel and Pupil Services
CATEGORY: Consent/Action
ITEM TITLE: Approval of Service Agreement Contract with Leadership Associates to Conduct a Superintendent Search

BACKGROUND INFORMATION

Dr. Sean McPhetridge, CUSD's current superintendent, has submitted his resignation letter effective July 12, 2024. At the direction of Board President Kim Hines, district staff contacted Leadership Associates to provide a proposal to lead the search process for recruiting, interviewing, and hiring a new superintendent.

Attached is a description of the services provided by Leadership Associates along with a service agreement that describes the process for hiring the district's next superintendent. Leadership Associates has a long record of extensive experience in this regard and has led numerous superintendent search processes for many districts.

FISCAL ANALYSIS

There is a cost of $24,500 that will be assigned to the general fund for this process.

RECOMMENDATION

Staff recommend approval of the service agreement contract with Leadership Associates to conduct a superintendent search and hiring process.

LEADERSHIP ASSOCIATES
California's Premier Executive Search & Leadership Development Firm

449 W. Foothill Blvd., #427
Glendora, CA 91741
(916) 520-4951
www.leadershipassociates.org

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SENT VIA EMAIL

February 15, 2024

Kimberly Hines, Board President
Cabrillo Unified School District
498 Kelly Avenue
Half Moon Bay, CA 94019

Dear President Hines and Cabrillo Unified School District Board of Trustees:

Leadership Associates is pleased to submit a proposal to partner with you to select a new superintendent. As Lead Search partners for Leadership Associates, we will personally work with you on the search for your new superintendent.

Our firm has worked with a wide variety of school districts throughout California since our founding in 1996. Since that time, Leadership Associates has completed more than 650 executive searches, with the majority being superintendent searches, for California school boards. More than 85% of the superintendents selected have remained in their positions for more than five years.

Our intentionality to support the diverse student population in California is reflected in our recruitment efforts. We work diligently to ensure the candidate pool includes candidates that have a proven track record of experience in culturally proficient practices that have proven successful in addressing educational equity gaps. In fact, this past year, 63% of the individuals selected by school boards where Leadership Associates led the search were women or persons of color. This approach is made possible through the extensive network of our diverse partners who have expertise leading school systems through an equity lens. We believe this deep commitment has been the key factor contributing to our unparalleled successful placement of high-quality superintendent candidates across the state. We will dedicate ourselves to ensuring you have the finest and most diverse pool of candidates from which to select to serve as your new superintendent.

Our work includes partnering with Boards in several similar and/or nearby districts such as San Mateo Union High School District, San Bruno Park School District, Mill Valley School District, as well as Cabrillo Unified School District. We know the Bay Area well and have an extensive reach throughout your region and the state that will allow us to recruit the strongest pool of candidates for your consideration. We have a strong record of success in helping districts find superintendents who meet the profile developed by the Board with extensive engagement from staff, parent leaders and community led by Leadership Associates.

Through our years of experience, we have come to understand and respect the uniqueness of each board and district. While there are similarities among districts, we believe that each district has a unique culture that is important to respect and understand. There are many good superintendent candidates but only some will be the right match for your school district. It is our job and our commitment to you to find those candidates that best match your ideals and beliefs as a district.

We would welcome the opportunity to partner with the Board to discuss the search process, including options for staff and community input, an overview of the potential candidate pool, timeline, and the importance of maintaining a confidential process. We also want to obtain from the Board and subsequently from staff, parents and community groups' perspectives on District strengths and challenges as well as the desired qualities and characteristics of the new superintendent. Once this is done, we will prepare a summary report for the Board, develop a position description for Board review, and begin recruiting and vetting candidates who will be an excellent fit for you to choose from to serve as your next superintendent.

If our firm is selected, Jacki Horejs and I will be the lead consultants actively involved with this search. We are very experienced in this field and are also former superintendents with many years of experience. In addition, to ensure the widest possible pool of qualified candidates, all partners who are located in various geographical regions of the state will actively support and assist with the search. Profiles of each partner are provided in the Qualification Statement of our proposal. We will use our extensive leadership network at the state and national level to help find the best candidates for this exciting, challenging, and rewarding position.

We look forward to having an opportunity to discuss the search with you and address any questions you may have. We realize how important it is for the Board to have a relationship with its search firm that is based on trust and respect. We will be fully committed to you and will provide the Board with high quality candidates who are a good match for the special community that is the Cabrillo Unified School District.

Respectfully,

Peggy Lynch, Ed.D.
Lead Consultant
Leadership Associates

Jacki Horejs, Ed.D.
Lead Consultant
Leadership Associates

LEADERSHIP ASSOCIATES
California's Premier Executive Search & Leadership Development Firm

SUPERINTENDENT SEARCH PROCESS FLOW CHART

Note: ***Blue italicized text*** indicates Board Participation

Phase 1 Initial Meeting with Board	• ***Review search process*** • ***Discuss collectively with the Board:*** ○ *Characteristics desired in new Superintendent* ○ *District strengths and challenges* ○ *Community / staff input process* ○ *Online survey* ○ *Search Protocols and Agreements* • ***Finalize timeline***
Phase 2 Community and Staff Input	• Meet with individuals and groups per Board's request to solicit input: ○ Characteristics desired in new Superintendent ○ District strengths and challenges • Post online survey following Board approval • Present survey results to board members
Phase 3 Position Description	• Develop Position Description using: ○ Input received ○ Description of District and community ○ Key search dates / timelines • ***Board reviews and approves draft*** • Posted on Leadership Associates website, District website, and provided to candidates
Phase 4 Advertising, Recruitment, Reference Checking	• Advertise in trade publication(s) • Actively recruit • Conduct reference and database checks on all potential candidates • Conduct individual interviews with all potential finalists
Phase 5 Selection of Finalists	• ***Meet with Board to review all applicants*** • ***Discussion and determination of top candidates*** • ***Board determines finalists to interview*** • ***Review of interview process and preparation of interview questions***
Phase 6 Final Interviews	• ***Board conducts interviews with assistance from Leadership Associates*** • ***Board selects finalist*** • Consultants inform all candidates of outcome
Phases 7, 8 & 9 Validation Process Contract Offer Public Approval of New Superintendent after New Superintendent is Signed	• ***Board conducts a validation process prior to official contract offer*** • ***Work with Board and finalist as needed to develop final parameters for contract and to prepare press release*** • ***Board takes public action at a regularly scheduled meeting to employ new Superintendent*** • Leadership Associates will provide and review Board and Community input with new Superintendent • Leadership Associates will provide follow-up services as desired

LEADERSHIP ASSOCIATES
California's Premier Executive Search & Leadership Development Firm

PROPOSED TIMELINE

(Flexible based on Board direction)

Cabrillo Unified School District Superintendent Search

Note: *Blue italicized text* indicates Board Participation

FEBRUARY 2024	February 15	*Board approves agreement to conduct search*
FEBRUARY/MARCH 2024 Community Engagement	Week of February 26 (Special Mtg)	*Initial Meeting with the Board; Board determines characteristics, skills & qualities desired in new superintendent; publicly announces timeline and procedures (Open and Closed Session; approx 3 hrs total)*
	March 4-13, 2024	Online survey dates
	Early March	Consultants confer with staff and community designated by the Board to receive input
MARCH 2024 Advertisement and Recruitment	March	Consultants identify potential candidates; Development and posting of recruitment materials and Position Description
	Month 11 and 18	Advertising and active recruitment; Ad appears in EdCal, (Two consecutive publications)
	March 29, 5:00 PM	**Deadline for applications**
APRIL 2024 Interviews and Selection	Early April	Consultants complete comprehensive reference and background checks on applicants
	Week of April 15 (Special Mtg)	*Board confers with consultants, reviews all applications and selects candidates to be interviewed (Closed Session; approx 3 hours)*
	April 27, 2024 (Special Mtg)	*Board interviews candidates; selects finalist(s) (Closed Session; all-day meeting)*
MAY/JUNE 2024 Contract Approval	Early May	*Board completes the validation process of the leading candidate and makes final determination*
	June	*Board approves superintendent contract at a **regularly scheduled** board meeting*
JULY 2024 Start Date	July 1, 2024 (as mutually agreed)	New superintendent begins



PARTNER QUALIFICATIONS

QUALIFICATIONS OF LEAD CONSULTANTS

Peggy Lynch, Ed.D. – Partner

Peggy served as Superintendent for San Dieguito Union High School District in San Diego County until her retirement in April 2008. She also served as Superintendent of the Brea Olinda Unified School District in North Orange County for seven years, part of her nearly 14 years serving as a superintendent. Peggy has experience conducting executive searches since 2009 and has facilitated or assisted in the facilitation of more than 60 executive searches. She received her doctorate from the University of La Verne, her Master's Degree from Fullerton and her Bachelor's Degree from Parsons College in Iowa. Peggy chaired the ACSA Orange County and San Diego County Superintendents, was chair of the ACSA Superintendents' Symposium and ACSA's State Annual Conference. Peggy has received recognition from various organizations, including Southern California Women in Educational Management, Stanford University School of Engineering and the PTA. She has also co-authored several books, including *Effective Superintendent-School Board Practices; The Superintendent's Planner, A Monthly Guide and Reflective Journal;* and *Eight at the Top: A View Inside Public Education.*

Jacqueline Horejs, Ed.D. – Partner

Dr. Horejs is a seasoned educational professional with a firm belief that leadership matters for student, school, and district success. Her professional experiences over 40 years in education have provided her with a multi-faceted skill set and understanding of the needs of educational leadership. Dr. Horejs successfully served nine years as the Superintendent of Union School District, in San Jose, CA. Prior to serving as Superintendent, she worked as the Director of Instructional Services at the County Office and the Regional Director for the Statewide System of School Support, and later as the Assistant Superintendent for Educational Services in Gilroy Unified School District. In those roles she has led initiatives for organizational alignment, strategic planning, community engagement, multi-tiered systems for student support, and school improvement. She has served as the Interim Director of the Preliminary Administrative Credential Program at the Santa Clara County Office of Education and is currently a coach and instructor in the Tier 2 Clear Administrative Credential Program. She holds a Bachelor of Arts Degree from the University of Illinois, a Masters in Educational Administration from San Jose State, and a Doctorate in Educational Leadership from USC. Since retiring in 2015, she has been conducting Executive Searches, facilitating Governance Workshops and Superintendent Evaluations, and coaching Superintendents and other administrators.

LEADERSHIP ASSOCIATES
California's Premier Executive Search & Leadership Development Firm

FEE AND SUMMARY OF SERVICES

CABRILLO UNIFIED SCHOOL DISTRICT
SUPERINTENDENT SEARCH

TOTAL FEE TO CONDUCT SEARCH: $24,500 (all-inclusive)

This fee includes:

- All expenses incurred by consultants
- All meetings with the Board
- Development and posting of the position description announcing the position
- Cost of advertising in EdCal (Two consecutive publications)
- Acceptance of applications and responding to all inquiries regarding the position
- Recruitment of candidates and extensive background checks
- Gathering of community and staff input and providing Board with a written report, including online survey
- Coordination of logistics of the search:
  - scheduling appointments
  - notification of unsuccessful candidates
  - scheduling community visit
- Assisting in the development of interview questions and supporting the Board with the interview process
- Assisting the Board's administrative assistant throughout the process with templates, online posting updates and sample agenda language
- Acting as an advisor to the Board of Education
- Assisting the new superintendent and Board through transition and community verification visit, if conducted

GUARANTEE

- Should the superintendent leave within one year, Leadership Associates will conduct a search targeted at identifying specific qualified candidates at no cost except for advertising costs and direct expenses provided the Board majority has remained the same and the Board has established first year annual goals for the superintendent.

SERVICES AGREEMENT

LEADERSHIP ASSOCIATES
www.leadershipassociates.org
449 W. Foothill Blvd., #427
Glendora, CA 91741
(916) 520-4951

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made this **15th day of February 2024** between **LEADERSHIP ASSOCIATES**, hereinafter called the Contractor, and **CABRILLO UNIFIED SCHOOL DISTRICT,** hereinafter called the District.

The Contractor agrees to perform services for the District as follows:

The Contractor will conduct a Superintendent search, as delineated in the summary of services.

The District agrees to pay the Contractor **TWENTY-FOUR THOUSAND FIVE HUNDRED DOLLARS ($24,500)** for services provided. Payment is to take place in two increments: **(1) $12,250** upon completion of educational partner input, and **(2), $12,250** upon selection of a finalist. The Contractor will submit invoices to the District for each of the payment increments. Payments are due within 30 days of receipt of invoice.

Remittance payable/forwarded to: **Leadership Associates**
Attn: Betty Hall
449 W. Foothill Blvd., #427
Glendora, CA 91741

The Contractor is to perform the above services beginning February 15, 2024.

Contractor agrees to hold harmless and indemnify the District, its officers, agents, and employees with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of person or damage to, destruction, loss, or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder.

It is expressly understood and agreed to by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid District. Either party may terminate this agreement by providing the other party with ten (10) days written notice. Upon such termination, fees will be determined on a pro rata basis.

Leadership Associates does not participate in a California public pension system. Leadership Associates and the District understand that the work/services provided should not be considered creditable toward the STRS earnings limit as the work is not normally performed by employees of the District and requires less than 24 months (496 business days). REF. CA Education Code § 26135.7 (2014)

CONTRACTOR:	DISTRICT:
LEADERSHIP ASSOCIATES	CABRILLO UNIFIED SCHOOL DISTRICT
Taxpayer ID#: 68-038 3653	
By: _____	By: _____
Name: Betty Hall	Name: _____
Dept: Fiscal Services	Title: _____
Date: _____	Date: _____

CABRILLO UNIFIED SCHOOL DISTRICT

498 Kelly Avenue, Half Moon Bay, California 94019 • 650 712-7100 • Fax 650 726-0279 • www.cabrillo.k12.ca.us

SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Carmen Daniel
Kimberly Hines
Sophia Layne

MEMORANDUM

MEETING DATE: February 15, 2024
TO: Members of the Governing Board
FROM: Sean McPhetridge, Ed.D., Superintendent
CATEGORY: Consent/Action
ITEM TITLE: Approval of Regular and Special Governing Board Meetings Minutes

BACKGROUND INFORMATION

The Governing Board routinely reviews and approves minutes from all regular meetings and special sessions.

REPORT/PROPOSAL

The unadopted minutes of the January 18, 2024, Regular Board Meeting and the January 27, 2023, Special Board Meeting are included in this Board packet for consideration.

FISCAL ANALYSIS

There is no financial impact to the General Fund.

RECOMMENDATION

Staff recommends approval of Regular and Special Governing Board meeting minutes as submitted.

Regular Governing Board Meeting

(Unadopted) Meeting Minutes

CABRILLO UNIFIED SCHOOL DISTRICT

Thursday, January 18, 2024 • Public Session: 6:00 p.m.

Cunha Intermediate School • 600 Church Street, Half Moon Bay, California 94019

Video Recording on Pacific Coast TV YouTube Channel:

https://www.youtube.com/playlist?list=PLFUunuheJ0ZVRqCNQQy7IC-5fv3KEKlPr

1. OPENING BUSINESS

a. Call Public Session to Order

President Hines called the meeting to order at 6:02 p.m.

b. Roll Call / Quorum

Board Members Present:	Kimberly Hines, President Carmen Daniel, Vice President – Arrived at 6:08 p.m. Lizet Cortes, Clerk – Arrived at 6:05 p.m. Mary Beth Alexander, Member Sophia Layne, Member
Student Board Member Present:	Catalina Gonzalez-Johnston – Left the meeting at 9:35 p.m.
Administrators Present:	Sean McPhetridge, Ed.D., Superintendent Leticia Bhatia, Ed.D., Deputy Superintendent of Educational Services J Jesús Contreras, Ed.D., Deputy Superintendent of Business Services

c. Pledge of Allegiance

Student Board Member Catalina Gonzalez-Johnston led the Pledge of Allegiance.

2. APPROVAL OF AGENDA

Member Layne made a motion to approve the agenda as presented. Motion seconded by Member Alexander.

Motion (01) passed by a 3-0 vote, with Student Board Member Gonzalez-Johnston voting aye.

3. RECOGNITIONS

a. Proclamation Honoring Albert (Al) Adreveno as a Catalyst for Community Change

Board President Hines and Superintendent McPhetridge presented a Board Proclamation honoring Mr. Al Adreveno's contributions to the Coastside community. Then, Mr. Al Adreveno provided an overview of the history surrounding the Bond dedicated to the construction of Half Moon Bay High School.

The Board received one (1) comment card on this item:

Mike Alifano provided a comment on Mr. Adreveno's recognition.

At 6:14 p.m., President Hines requested a 7-minute recess for pictures and refreshments. President Hines reconvened at 6:21 p.m.

5. COMMUNICATIONS

a. Public Comments

The Board President informed the public that due to the number of comment cards, public comments would be reduced from 3 to 2 minutes.

The Board heard comments from the following community members who spoke in support of teachers and salary increases:

Austin Yeakley, Jennifer Perez, Kristi Gillis, Doug Foster, Coral Myers, Lillian Whitemore, Catrine Brown, Nicole Riley, Atlas McGovern, Clare Conlon, Martina Mooney, Brian Banks, Jill Pavliscak, Sarah Prentice, Roman Grabowski, Rosemarie Williamann, Zeb Mahmood, Miles Eoff, Chris Meyers, Thomas Catalano, Rio Forchini, Abby Foster, Colin Travis, Emma Sandel, Zyana Hernandez, Lisa Longaker, John William Parsons, Efrain Virgen, Tom Longaker, Patty Clavijo, Broghan Reilly, Jaime Dioli, and Jaya Miller.

The Board received twenty-eight (28) comments for nonagendized topics via the Google Public Comment Request form. To read the full public comments, please follow the link provided below:

https://drive.google.com/file/d/1UzpoHxQYQUah1qa4ObbKyC8lWqeTstkc/view?usp=sharing

b. Employee Organizations Report

CUTA Representatives

CUTA Co-President Tom Cox addressed previous reports to the board, urged the board to address and fix issues, emphasized the need for a place where teachers want to come back to work, and discussed CUTA-related matters.

CSEA Representatives

CSEA President Holly Lynne reported on the functions of CSEA members, their impact and contribution to the schools and students, and wage negotiations.

c. Board Members Report

President Kimberly Hines forwent her report.

Member Mary Beth Alexander addressed teachers' compensation, agreed with meeting points, and discussed concerns about salary differences. She touched on structural racism, compared district funding, and touched on the topic of cost savings. Member Alexander concluded by congratulating Student Board Member Catalina Gonzalez-Johnston's induction into the San Mateo County Women's Hall of Fame and expressed hope for fair negotiations between unions and the district.

Member Sophia Layne referred to posters about school public funding and acknowledged Student Board Member Catalina Gonzalez-Johnston and Jenny Walter from CoastPride for their Hall of Fame recognition. Layne concluded by inviting the public to the One-Year Farmworker Remembrance Ceremony on January 21, 2024.

Member Carmen Daniel expressed gratitude to the public for attending the meeting. Member Daniel assured that the Board is listening and doing its best.

Member Lizet thanked Latino families for attending the meeting and supporting teachers and students. She invited them to reach out to her if they feel more comfortable communicating in Spanish.

d. Student Board Member Report

Student Board Member Catalina Gonzalez-Johnston provided updates on the latest school events and activities and expressed her support for teachers.

e. Superintendent Report

Superintendent Dr. Sean McPhetridge thanked speakers for their comments, reassured that the district is actively listening and taking notes, and encouraged participation in ongoing conversations. He addressed comments about neighboring districts' comparisons, discussed per-pupil funding differences, and reiterated the commitment to bargaining in good faith with CSEA and CUTA.

At 8:14 p.m., President Hines requested a 10-minute recess. President Hines reconvened at 8:25 p.m.

6. CONSENT AGENDA

a. Half Moon a. Adoption of Proclamation Declaring February 2024 as African American History Month
b. Approval of Certificated Personnel Report
c. Approval of Classified Personnel Report
d. Approval of New Community Schools Family Advocate Specialist Job Description
e. Approval of Updated Teacher on Special Assignment (TOSA), English Language Development and Teacher on Special Assignment (TOSA), Spanish Immersion Reading Intervention Job Descriptions
f. Approval of Donations to Cabrillo Unified School District
g. Approval of Warrant Register Report Processed
h. Approval of Purchase of Deck Connecting Platforms and Ramps for Hatch Elementary Early Learning Center
i. Enrollment Report
j. Approval of Quarterly Report on Williams Uniform Complaints (Education Code §35186)
k. Approval of Regular and Special Governing Board Meetings Minutes

The Board received one (1) comment via the Google Public Comment Request form related to this agenda item. To read the full public comment, please follow the link provided below:

https://drive.google.com/file/d/1UzpoHxQYQUah1qa4ObbKyC8lWqeTstkc/view?usp=sharing

Motion made by Member Alexander that the Consent Agenda be approved as presented. Motion seconded by Member Daniel.

ROLLCALL VOTE
Kimberly Hines, President – Aye
Carmen Daniel, Vice President – Aye
Lizet Cortes, Clerk – Aye
Mary Beth Alexander, Member – Aye
Sophia Layne, Member – Aye

PREFERENTIAL VOTE
Catalina Gonzalez-Johnston, Student Board Member – Aye

Motion (02) passed by a 5-0 vote.

7. GENERAL BUSINESS

a. Half Moon Bay High School Site Board Presentation

Half Moon Bay High School Principal Andy Boysen presented an update on Half Moon Bay High School programs, services, and goals.

b. CUSD Strategic Plan Approval

At 9:47 p.m., Member Layne made a motion to extend the 10:00 p.m. curfew to no later than 12:00 a.m. Motion seconded by Member Daniel.

Motion (03) passed by a 4-0 vote, with Member Lizet Cortes voting nay and Student Board Member Gonzalez-Johnston voting aye.

Member Layne made a motion to table Item 5f Nutrition Services Department Updates to the February 15, 2024 Board Meeting. Motion seconded by President Hines.

Motion (04) passed by a 5-0 vote, with Student Board Member Gonzalez-Johnston voting aye.

Member Alexander motioned to approve the CUSD Strategic Plan with the proposed amendments. Motion seconded by Member Layne.

Motion (05) passed by a 5-0 vote, with Student Board Member Gonzalez-Johnston voting aye.

c. Staffing Review Update

Director of Personnel and Pupil Services Bianca Forrester presented updates regarding staffing, healthcare costs, and progress regarding HR recommendations made by FCMAT.

The Board received three (3) comments related to this agenda item via the Google Public Comment Request form. To read the full public comment, please follow the link provided below:

https://drive.google.com/file/d/1UzpoHxQYQUah1qa4ObbKyC8lWqeTstkc/view?usp=sharing

d. Approval of Independent Audit Report for Year Ending June 30, 2023

Member Layne motioned to approve the presented CUSD Independent Audit Report for the Year Ending June 30, 2023. Motion seconded by Member Daniel.

Motion (06) passed by a 5-0 vote
Catalina Gonzalez-Johnston, Student Board Member – Absent

At 10:46 p.m., President Hines requested a 5-minute recess. President Hines reconvened at 10:51 p.m.

e. Cabrillo Unified School District Fiscal Update and San Mateo County Office of Education Fiscal Oversight

Deputy Superintendent of Business Services J Jesús Contreras presented a fiscal update and the steps the district is taking toward fiscal stabilization.

f. Nutrition Services Department Updates

The Nutrition Services Department Updates presentation was postponed to the February 15, 2024 meeting.

g. Hatch Elementary Security Fencing and Family Engagement Update

Deputy Superintendent of Business Services J Jesús Contreras provided an overview of the Hatch campus fencing and the Early Learning Center portables projects.

Member Layne motioned to switch the order of Items 5h and 5i. Motion seconded by President Hines.

i. Adoption of Resolution No. 02-2024 for the Provisions of Governmental Accounting Standards Board (GASB) No. 96

Member Layne motioned to approve adopting Resolution No. 02-2024 for the Provisions of Governmental Accounting Standards Board (GASB) No. 96 as presented. Motion seconded by Member Alexander.

ROLLCALL VOTE
Kimberly Hines, President – Aye
Carmen Daniel, Vice President – Aye

Lizet Cortes, Clerk – Aye
Mary Beth Alexander, Member – Aye
Sophia Layne, Member – Aye

PREFERENTIAL VOTE
Catalina Gonzalez-Johnston, Student Board Member – Absent

Motion (07) passed by a 5-0 vote

h. El Granada Elementary School Modernization Update

Deputy Superintendent of Business Services J Jesús Contreras presented updated information related to the location and design of the trash enclosures.

8. ADJOURNMENT OF THE MEETING

Member Alexander motioned to adjourn the January 18, 2024, Board Meeting at 11:58 p.m. Motion was seconded by Member Daniel.

Motion (08) passed by a 5-0 vote
Catalina Gonzalez-Johnston, Student Board Member – Absent

Minutes prepared by Rosibel Acosta, Administrative Assistant to the Superintendent

Minutes presented by Sean McPhetridge, Ed.D., Secretary to the Governing Board

Certified by:

_____ _____
Lizet Cortes Date
Clerk to the Governing Board

Special Governing Board Meeting Closed Session

(Unadopted) Meeting Minutes

CABRILLO UNIFIED SCHOOL DISTRICT

Saturday, January 27, 2024 • 9:30 a.m.

Cabrillo Unified School District Board Room, 498 Kelly Avenue, Half Moon Bay, California 94019

1. OPENING BUSINESS

a. Call Public Session to Order

President Hines called the meeting to order at 9:30 a.m.

b. Roll Call / Quorum

Board Members Present:	Kimberly Hines, President Carmen Daniel, Vice President Mary Beth Alexander, Member Lizet Cortes, Clerk Sophia Layne, Member
Administrators Present:	Sean McPhetridge, Ed.D., Superintendent

c. Pledge of Allegiance

President Hines led the Pledge of Allegiance.

2. APPROVAL OF AGENDA

Member Layne motioned to approve the agenda as presented. Motion seconded by Member Alexander.

Motion (09) passed by a 5-0 vote

3. CLOSED SESSION

a. Identification of Closed Session Topics of Discussion

b. Public Comments on Closed Session Topics

None.

c. Adjourn to Closed Session – 9:35 a.m.

Board Members met privately for Closed Session. Any action taken during Closed Session is reported out under "Closed Session Action Report."

1. Conference with Legal Counsel - Pending Litigation (Government Code § 54956.9(d)(2)

One case: Student / Cabrillo Unified School District (student name withheld to protect confidentiality)

2. **Conference with Labor Negotiators (Government Code §54957.6)**

   - **District-designated representatives:** Dr. Sean McPhetridge, Superintendent
   - **Employee organizations:** Cabrillo Unified Teachers Association, California School Employees Association Chapter 485, and Unrepresented

3. **Public Employee Performance Evaluation (Government Code §54957)**

   - Title: Superintendent

c. Reconvene to Open Session

1. Superintendent Dr. McPhetridge reported the following action in Closed Session:

   Item number 3.c.1

   A majority of the board voted 5 to 0 to approve a compromise agreement with parents of a student to resolve potential and threatened claims against the District in exchange for approximately $91,000.00 in funding for a student's private placement and compensatory education for the 2023-24 through 2026-2027 school years.

   Motion by Member Cortes. Second by Member Daniel.

   Motion (09) passed by a 5-0 vote.

8. ADJOURNMENT OF THE MEETING

Member Daniel motioned to adjourn the January 27, 2024, Special Board Meeting at 1:00 p.m. The Motion was seconded by Member Layne.

Motion (10) passed by a 5-0 vote.

Minutes prepared by Rosibel Acosta, Administrative Assistant to the Superintendent

Minutes presented by Sean McPhetridge, Ed.D., Secretary to the Governing Board

Certified by:

_____ _____

Lizet Cortes
Clerk to the Governing Board

Date

CABRILLO UNIFIED SCHOOL DISTRICT

498 Kelly Avenue, Half Moon Bay, California 94019 • 650 712-7100 • Fax 650 726-0279 • www.cabrillo.k12.ca.us

SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Carmen Daniel
Kimberly Hines
Sophia Layne

MEMORANDUM

MEETING DATE: February 15, 2024
TO: Members of the Governing Board
FROM: Leticia Bhatia, Ed.D., Deputy Superintendent of Educational Services
Dr. Ashley Waggle, Principal, Alvin S. Hatch Elementary School
CATEGORY: Presentation
ITEM TITLE: Alvin S. Hatch Elementary School Presentation

BACKGROUND INFORMATION

Alvin S. Hatch Elementary School's principal, Dr. Ashley Waggle, will provide an overview of site-based programs and services unique to the school.

FISCAL ANALYSIS

There is no financial impact on the General Fund.

RECOMMENDATION

This item is presented for information only.

CABRILLO UNIFIED SCHOOL DISTRICT

Every Student, Every Day!

Alvin S. Hatch Elementary School

Governing Board Meeting

February 15, 2024

School Overview

Hatch Elementary School is located in Half Moon Bay near Highway 1 and just a short walk from the beach. We are fortunate to house two educational programs:

- Hatch Elementary School has a Two-Way Bilingual Spanish Dual Language Immersion Program and a Traditional English Program supporting about 550 students in TK-5th grade.
- We have tremendous support from our community partners, and together we strive to make Hatch Elementary School a student-focused and dynamic place of learning.



Hatch Demographics

Total Enrollment: 542 students

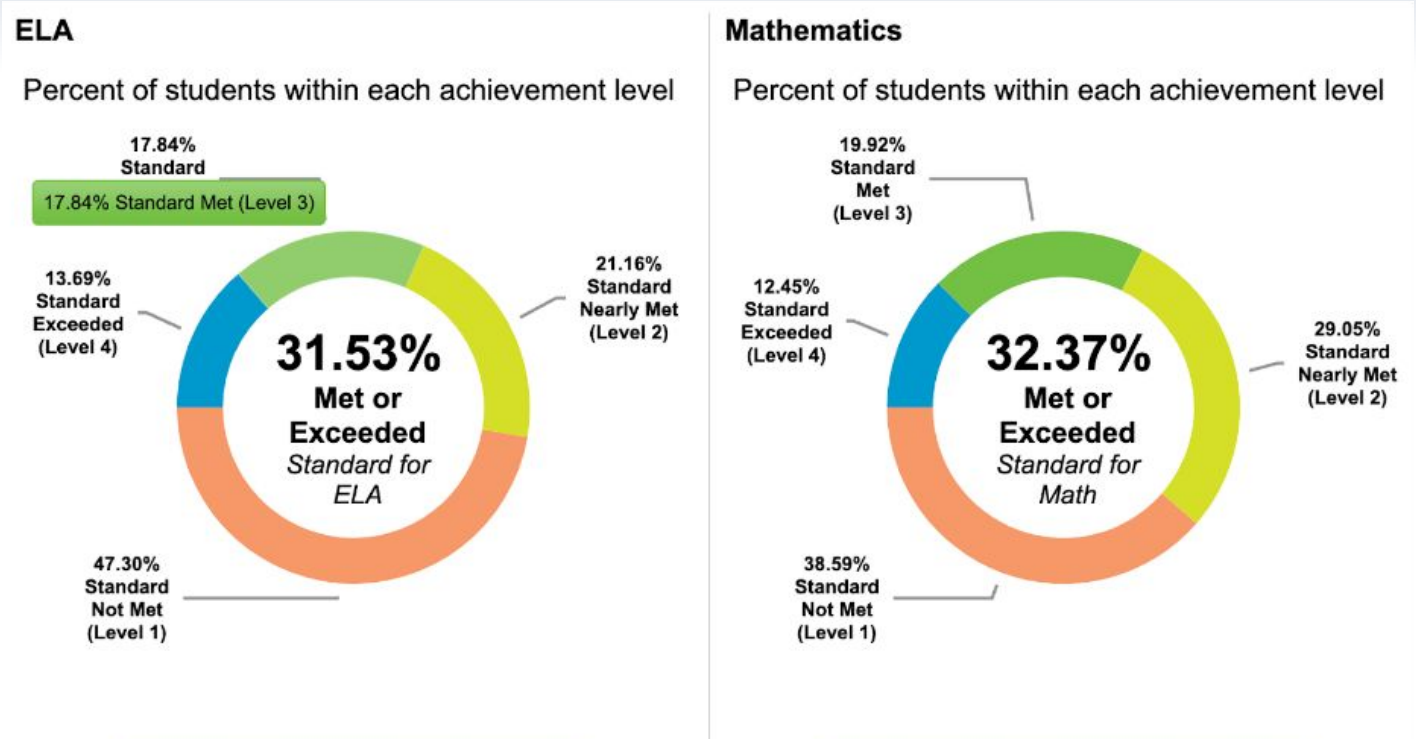
Student Subgroup	#	%
Hispanic	344	63.47%
White	166	30.63%
Multiple Subgroups & Missing Subgroup	20	3.69%
Filipino	5	.92%
Asian	5	.92%
Black	1	.18%
American Indian	1	.18%

(according to CALPADS 2022-2023)

Who Attends Hatch?

STUDENT GROUP			
ENGLISH LEARNERS	39.7%	FOSTER YOUTH	0%
HOMELESS	0.4%	MIGRANT	6.6%
SOCIOECONOMICALLY DISADVANTAGED	49.1%	STUDENT WITH DISABILITIES	10.9%

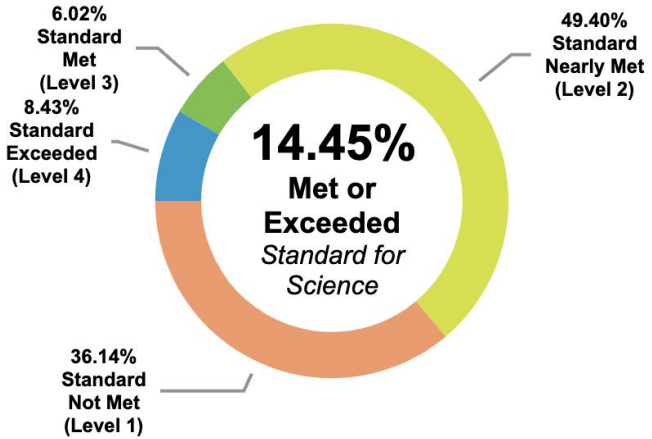
Academic Performance CAASPP Data, 2022-23



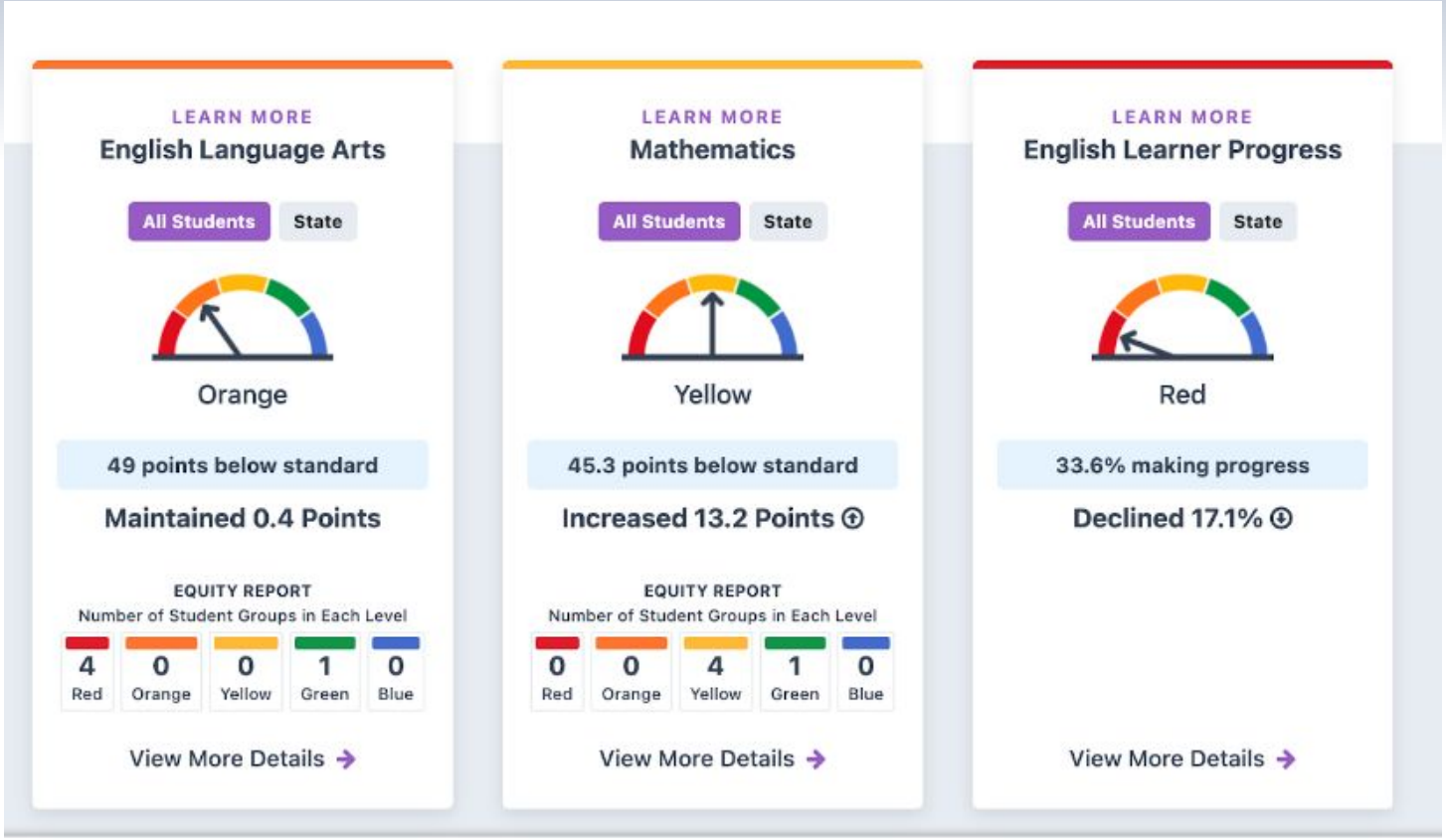
Science Academic Performance CAASPP, 2022-23

Science

Percent of students within each achievement level



Academic Performance
CA Dashboard, 2022-23

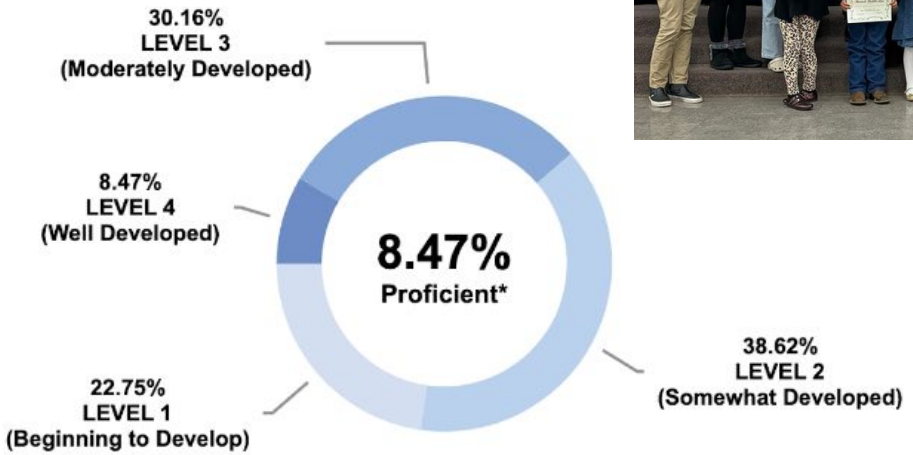


Academic Performance ELPAC, 2022-23



English Language Proficiency for Summative ELPAC

Percent of students within each performance level



*The State Board of Education approved the use of the ELPAC Overall Performance Well Developed as one of the proficiency criteria for reclassification.

Enrichment Learning Opportunities

- Biliteracy Recognition for promoting 5th
- Kinder Movement & 4/5 PE
- The HEAL Project & Junior Land Stewards
- Music for Minors
- Art in Action
- Jr. Sheriff's Activity League
- 5th Grade Science Class
- Amity Interns & Spanish Professors
- Eagle Club & Workshop



Educational & Cultural Celebrations

- Read-a-thon
- Book Fair
- Author's Visit
- SIPA Fiesta & PTO Fall Festival
- Oceans Weeks
- Halloween Parade
- Chicago Symphony & SF Opera
- Talent Show





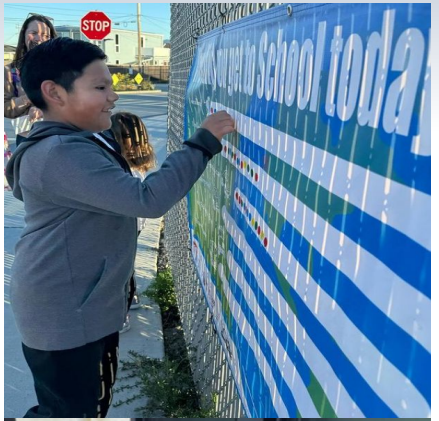
Glows and Grows

Glows:

- Reading assessments of all TK-3 students for the first time this year on Amplify, MClass:
  - Kindergarten BOY: 13% proficient
  - 1st grade BOY: 30% proficient
  - 2nd grade BOY: 33% proficient
  - 3rd grade BOY: 41% proficient
- Grades 4 and 5 are now being assessed for Reading Interventions
- Involvement of CVM (Children's Voice Movement) in community and campus advocacy

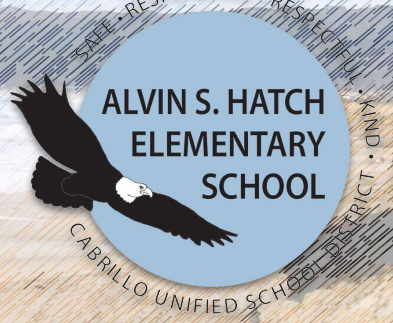
Grows:

- Improving tiered instructional strategies, mental health counseling, and behavioral supports to meet the needs of all students





Questions?



Thank you!

CUSD CABRILLO UNIFIED SCHOOL DISTRICT
Every Student, Every Day!

CABRILLO UNIFIED SCHOOL DISTRICT

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SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
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Kimberly Hines
Sophia Layne

MEMORANDUM

MEETING DATE: February 15, 2024
TO: Members of the Governing Board
FROM: J Jesús Contreras, Ed.D., Deputy Superintendent of Business Services
Stephanie Modena, Nutrition Services Coordinator
CATEGORY: Presentation
ITEM TITLE: Nutrition Services Department Updates

BACKGROUND INFORMATION

The Cabrillo Unified School District (CUSD) Nutrition Services Department is committed to providing good nourishment and education for all our children. CUSD is committed to dedicating the necessary resources to provide access to nutritious meals to all our children so that they may grow, develop, learn, and thrive. Our Nutrition Services Coordinator will present the goals, operation, and ongoing initiatives to ensure both good nourishment and access for all children. The presentation will discuss the proposed future initiatives to ensure access to nutritious food in the post-pandemic era. This planning now includes the adaptation and integration of Half Moon Bay High School facilities to serve as a central kitchen for food service production and delivery.

FISCAL ANALYSIS

To meet our children's access and nutrition goals, there has been a need to partially subsidize the operation of the CUSD Nutrition Services Department via annual contributions.

RECOMMENDATION

Receive the CUSD Nutrition Services Updates presentation.

CABRILLO UNIFIED SCHOOL DISTRICT

Every Student, Every Day!

Food Service Updates

2023-24 School Year

Stephanie Modena, Nutrition Services Coordinator

Governing Board Meeting

February 15, 2024

Summer 2023 Updates

Last summer we held summer school programs at Hatch and Cunha. At each site our students were offered a free Breakfast and/or Lunch per day under the Summer Food Service Program.



K-8 Lunch Vendor

The LunchMaster has agreed to continue to serve our school community again for the 2023-24 school year as our current vendor for K-8 school meals.



California Universal Meal Program
-Assembly Bill 130

We still have Free Breakfast and Free Lunch for each student this school year.

California was the first state to pass this through the Legislature, but many others are now following.

Adult meals are not free, and they cost $3.00 for Breakfast and $5.00 for Lunch.



Meals Apps Do More for Schools

More than a Meal

The free/reduced priced meal program has many benefits!



School Funding
Increased funding to support students



Summer Camp
Families may qualify for summer camp scholarships



Internet Access
Discount on home internet costs



School Meals
Varied menu of free, healthy school meals



College App Fees
Discount on fees associated with applying to college



SAT, ACT, AP Fees
Discount on fees for academic tests

Applications

- Applications can be found online at https://www.myschoolapps.com/
- Parents need to apply each school year. You can re-apply for benefits if your income changes anytime during the school year.
- Even though with Universal Free meals everyone is eligible (regardless of income eligibility), it is still very important that all families fill out our Free/Reduced application.
- Cal Pads reports shows students who are eligible through Cal Fresh, CalWORKs, and Medi-Cal.
- Student status is kept confidential.

Free & Reduced Information Eligibility Guidelines

INCOME ELIGIBILITY GUIDELINES

Effective from July 1, 2023 to June 30, 2024

HOUSEHOLD SIZE	FEDERAL POVERTY GUIDELINES	REDUCED PRICE MEALS - 185 %					FREE MEALS - 130 %				
	ANNUAL	ANNUAL	MONTHLY	TWICE PER MONTH	EVERY TWO WEEKS	WEEKLY	ANNUAL	MONTHLY	TWICE PER MONTH	EVERY TWO WEEKS	WE
48 CONTIGUOUS STATES, DISTRICT OF COLUMBIA, GUAM, AND TERRITORIES											
1	14,580	26,973	2,248	1,124	1,038	519	18,954	1,580	790	729	
2	19,720	36,482	3,041	1,521	1,404	702	25,636	2,137	1,069	986	
3	24,860	45,991	3,833	1,917	1,769	885	32,318	2,694	1,347	1,243	
4	30,000	55,500	4,625	2,313	2,135	1,068	39,000	3,250	1,625	1,500	
5	35,140	65,009	5,418	2,709	2,501	1,251	45,682	3,807	1,904	1,757	
6	40,280	74,518	6,210	3,105	2,867	1,434	52,364	4,364	2,182	2,014	
7	45,420	84,027	7,003	3,502	3,232	1,616	59,046	4,921	2,461	2,271	
8	50,560	93,536	7,795	3,898	3,598	1,799	65,728	5,478	2,739	2,528	
For each add'l family member, add	5,140	9,509	793	397	366	183	6,682	557	279	257	

Example: A household of 4 with an income of $39,000 or less will be eligible for free meals, and a family of 4 with an income of $55,500 or less will be eligible for reduced meals.

Some funding that CUSD has applied for and that has been awarded for the Food Service Department include the following below:

- Kitchen and Infrastructure Funds (KIT Funds)
- Supply Chain Funds (SCA Funds)
- Equipment Assistance Grant (EAG Funds)

What is a Reimbursable Meal?

- A reimbursable breakfast consists of 2 ounce grain serving and must contain a portion of fruit and/or a milk.
- A reimbursable lunch consists of meat/meat alternative, a grain, and also must contain a fruit and/or vegetable and a milk.
- Some photos of a reimbursable meals looks like:







Factors That Affect Our Program

- Field trips where lunches from home are encouraged
- Class parties or PTO functions
- Open campus lunch at the high school
- Students missing days or leaving early
- Increase in food costs
- Increase in supplies cost
- Increased costs in repairs to equipment

2023-24 Department Goals

- Central Kitchen planning is ongoing.
- We aim to reduce our “food miles” through conscientious efforts to increase use of local products instead of relying on outside vendors.
- Creating recipes using student-run teams and tastings.
- Hosting student-run taste tests of new foods items.
- Increasing our Free/Reduced Meal per-site percentage.
- Capturing more students to participate with school meals.

Developing a Central Kitchen

We have begun working with architects for the development and design plan for our vision of a Central Kitchen which would be located at Half Moon Bay High School.

We plan to use our grant funds to procure equipment for the Central Kitchen site.

Our goal of the Central Kitchen is to provide healthy, well-balanced meals for all guests, while ensuring the highest standards of food safety and quality.

Having a Central Kitchen for CUSD will help us to:

- Improve meal consistency and quality that we can provide to the whole district, rolled out in phases over time as capacity is created to do so.
- Increase food production and decrease reliance on non-local vendors.
- Reduce food waste through bulk production as well as reduce our plastic waste.
- Build more opportunities for partnership with local Coastside producers.

Acknowledgments

- CUSD “Lunch Ladies” (Food Service Staff) who lovingly do their jobs each day, smiling and greeting students by name
- Administrators and staff at the sites who support the meal programs
- Staff at the District Office who help in many different ways
- Maintenance and custodial staff who help us keep equipment in working order and who also help us clean our kitchens
- CUSD School Board members for their support of feeding the students of the district
- Students who make it all worthwhile and who give us memories to last a lifetime



Questions?

Stephanie Modena

Food Service Coordinator

650-240-3249

Paolis@cabrillo.k12.ca.us

"We can't make kids smarter, but with improved nutrition and physical activity, we can put a better student in the chair."

Thank you!

CABRILLO UNIFIED SCHOOL DISTRICT

498 Kelly Avenue, Half Moon Bay, California 94019 • 650 712-7100 • Fax 650 726-0279 • www.cabrillo.k12.ca.us

SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Carmen Daniel
Kimberly Hines
Sophia Layne

MEMORANDUM

MEETING DATE: February 15, 2024
TO: Members of the Governing Board
FROM: Leticia Bhatia, Ed.D., Deputy Superintendent of Educational Services
CATEGORY: Presentation
ITEM TITLE: 2023-24 LCAP Mid-Year Monitoring Report and Key Performance Indicator Update

BACKGROUND INFORMATION

Annually, the California Department of Education provides data through the California School Dashboard that goes beyond test scores alone and gives a complete picture of how school districts are meeting the needs of all students. The Dashboard data is shared in this report to provide the Board of Education, our staff, and the community with meaningful information on individual schools and district progress so we continue to make informed decisions about how to improve student learning for all. Currently, these goals and improvement measures are anchored in our Local Control and Accountability Plan (LCAP), our School Wide Plans for Student Achievement, and our professional learning activities that have been planned throughout the year.

The purpose of this report to the CUSD Governing Board is to highlight our problems of practice, reflecting flat performance over time. In using our data, we can pinpoint specific areas for improvement and make needed adjustments to our LCAP, site plans, and professional learning focus to support the implementation of promising practices for all.

As part of the California Data Dashboard release, the CDE identified school districts that are eligible for differentiated assistance. California Department of Education (CDE) has determined that Cabrillo Unified School District is identified for Differentiated Assistance for 2024-25:

1. English Learners - Priority 4. Pupil Achievement and Priority 8. Outcomes to a Broad Course of Study
2. Hispanic Students - Priority 4 Pupil Achievement and Priority 5. Pupil Engagement
3. Homeless Students - Priority 4 Pupil Achievement and Priority 5. Pupil Engagement
4. Socio-economically disadvantaged - Priority 4 Pupil Achievement and Priority 5. Pupil Engagement
5. Students with disabilities - Priority 6 School Climate and Priority 8 Outcomes to a Broad Course of Study

This identification of Differentiated Assistance will provide the opportunity for the District to partner with SMCOE on building strategic initiatives to address our student performance and build stronger systems of support for all.

Through the ongoing work of the District's Multi-Tiered Systems of Support, this report will share key highlights of the work for 2024-2025 and our guiding principles as we plan for our work to improve student achievement moving forward. The District will work collaboratively across departments to ensure that the instructional work is aligned with goals and that appropriate resources can be identified and allocated as needed. The report will spotlight the data, its effects, and the District's imperative to align systems of support for all students and continue building stronger foundational instruction through:

- Integrate Strategic plan into our LCAP
- Prioritize areas of GROWTH
- ELA/ELD/MATH Academic Interventions
- English Learners
- Socio-Economically Disadvantaged
- Hispanic/Latino/Latinx
- Students with Special Needs

- Chronic Absenteeism
- Increased staff by providing 3 .2 FTE for intervention
- 24-25 increasing from .6 to 1.0 ELD FTE
- Cycles of Inquiry using Dibels 8 reading data
- Professional Development on the Science of Reading
- Analyze local data and benchmarks by school site
- Engage in Cycles of Inquiry both at the district and at school sites
- Analyze and Redefine Intervention Programs to support areas of need
- Focus on data from our Local dashboard
- LCAP Presentation April - June
- Ongoing professional Development focused on CORE Curriculum Adoptions
- Expand on the Be-Glad training

FISCAL ANALYSIS

There is no financial impact to the General Fund.

RECOMMENDATION

This item is presented for information only as per Board Policy.

CABRILLO UNIFIED SCHOOL DISTRICT

Every Student, Every Day!

2023-24 LCAP Mid-Year Monitoring Report and Key Performance Indicator Update

Governing Board Meeting

February 15, 2024

Agenda

1. CUSD Goals
2. LCAP Overview
3. CA Dashboard Overview
4. Differentiated Assistance
5. Next Steps

1. CUSD Goals

Strategic Plan Goals Integration to the LCAP

Academic Improvement

College and Career: Improve College and Career readiness and attainment for all students

Early Literacy: Expand early literacy efforts for broader academic readiness

Culturally Responsive Classrooms: Promote meaningful, relevant, and respectful instruction for all students

Equity Focus

Improved Achievement for At-Promise Students: Increase academic outcomes using best practice instruction

Fair Practices For All Students: Provide equitable and inclusive access to district programs and pathways

Safe School Environment: Promote positive, safe, and welcoming campuses that engage all learners

Whole Child

Layers of Support: Continue student wellness strategies and monitor student outcome data to support the needs of the whole child

Social Emotional Support: Provide services that promote social emotional learning, mental health, and emotional support for students

Family Engagement and Support: Provide culturally competent resources to families by strengthening community partnerships

District Sustainability

Environmental Sustainability: Build on Green Ribbon work for environmental literacy, optimized facilities, and efficient use of resources

Fiscal Sustainability: Align, augment, and monitor fiscal resources to ensure financial stability

Employee Sustainability: Create systems to recruit, retain, and support highly qualified and diverse staff

CUSD Strategic Plan Goals

2. LCAP Overview

The LCAP "THROUGH LINE"



33 CUSD LCAP METRICS

- It is important to look at the LCAP as a whole.
- The LCAP is composed of different sections.
- The sections are interrelated. The document is greater than the sum of its parts.

3. CA Dashboard Overview

CUSD Student Population



2023-24 CUSD Student Population decreased by 2%

2022-23 Student Population

Status Level Chart Color Codes



Schools and districts with high school graduates will receive a Status Level (as shown in the image below), ranging from Very Low to Very High, for College/Career Readiness, which is reflective of what students achieved in high school up until the 2022–23 school year and does not compare against prior year data.



Mathematics (LCAP Priority 4)

2022-23 CUSD Data

All Students

All Students | State



Yellow

62 points below standard

Increased 3.8 Points

Number of Students: 1,314

Student Group Details

All Student Groups by Performance Level

11 Total Student Groups

Red	Orange	Yellow
English Learners	Socioeconomically Disadvantaged	No Student Groups
Hispanic	Students with Disabilities	
Homeless		

Green	Blue	No Performance Color
Two or More Races	No Student Groups	African American
White		Asian
		Filipino
		Pacific Islander

Mathematics (LCAP Priority 4)

2022-23 CUSD Data per School Site

Name	Color	Status Level	Change Level from 2021-22 Data
Cabrillo Unified	Yellow	Low	Increased
Pilarcitos HS	None	*	*
HMBHS	Yellow	Low	Increased Significantly
Hatch Elementary	Yellow	Low	Increased
El Granada Elementary	Yellow	Low	Increased
Farallone View Elementary	Green	High	Increased
Kings Mountain Elementary	None	Very High	Maintained
Cunha Intermediate	Orange	Low	Maintained

Farallone View and Kings Mountain Elementary Schools continue to perform at High or Very High levels. All other schools are performing at the Low status level.

English Language Arts (LCAP Priority 4)

2022-23 CUSD Data

All Students

All Students | State

Orange

31.9 points below standard

Declined 10.2 Points

Number of Students: 1,320

All Student Groups by Performance Level

11 Total Student Groups

Red	Orange	Yellow
English Learners	Students with Disabilities	No Student Groups
Hispanic		
Homeless		
Socioeconomically Disadvantaged		

Green	Blue	No Performance Color
White	Two or More Races	African American
		Asian
		Filipino
		Pacific Islander

English Language Arts (LCAP Priority 4)

2022-23 CUSD Data per School Site

Name	Color	Status Level	Change Level
Cabrillo Unified	Orange	Low	Declined
Pilarcitos HS	None	*	*
HMBHS	Orange	Low	Declined Significantly
Hatch Elementary	Orange	Low	Maintained
El Granada Elementary	Orange	Low	Declined
Farallone View Elementary		High	Increased Significantly
Kings Mountain Elementary	None	Very High	Increased
Cunha Intermediate	Orange	Low	Declined

Farallone View and Kings Mountain Elementary Schools are performing at High or Very High levels. All other schools are performing at the Low status level and declined.

English Learner Progress (LCAP Priority 4)

2022-23 CUSD Data

Name	Color	Status Level	Change Level	EL Students Progressing a Level Based on the Summative ELPAC	EL Students Maintaining a Level Other than 4 Based on the Summative ELPAC
Cabrillo Unified		Low	Declined Significantly	137	123
Pilarcitos HS	None	*	*	*	*
HMBHS		Very Low	Decline	17	26
Hatch Elementary		Very Low	Declined Significantly	50	50
El Granada Elementary		Low	Declined Significantly	20	24
Farallone View Elementary	None	*	*	*	*
Kings Mountain Elementary	None	*	*	*	*
Cunha Intermediate		High	Increased	43	21

We have declined in 3 Title I Elementary schools schools and increased at Cunha Middle School. Districtwide we had 137 (27%) students progressing a level based on Summative ELPAC.

Suspension (LCAP Priority 6)

2022-23 CUSD Data

All Students

All Students | State



Orange

2.7% suspended at least one day

Increased 0.7%

Number of Students: 2,808

Student Group Details

All Student Groups by Performance Level

11 Total Student Groups



Red

Homeless

Students with Disabilities



Orange

English Learners

Hispanic

Socioeconomically Disadvantaged



Yellow

No Student Groups



Green

Two or More Races



Blue

Asian

White



No Performance Color

African American

Filipino

Pacific Islander

Graduation (LCAP Priority 5)

2022-23 CUSD Data

All Students

All Students | State



Orange

86.2% graduated

Declined 1.4%

Number of Students: 275

Student Group Details

All Student Groups by Performance Level

11 Total Student Groups



Red

No Student Groups



Orange

Hispanic

Socioeconomically Disadvantaged

Students with Disabilities

White



Yellow

No Student Groups



Green

No Student Groups



Blue

No Student Groups



No Performance Color

African American

Asian

English Learners

Filipino

Homeless

Our overall graduation rate for Hispanic, Socioeconomically Disadvantaged, Students with Disabilities, and White students are at the Medium status level. Students with disabilities went from a low status to medium level.

Chronic Absenteeism (LCAP Priority 5)

2022-23 CUSD Data

All Students

All Students | State



Red

23.7% chronically absent

Increased 1.3%

Number of Students: 1,689

Student Group Details

All Student Groups by Performance Level

11 Total Student Groups



Red

- Hispanic
- Homeless
- Socioeconomically Disadvantaged
- White



Orange

- English Learners
- Two or More Races
- Students with Disabilities



Yellow

No Student Groups



Green

No Student Groups



Blue

No Student Groups



No Performance Color

- African American
- Asian
- Filipino
- Pacific Islander

Chronic Absenteeism (LCAP Priority 5)

2022-23 CUSD Data

Name	Color	Status Level	Change Level	Current Chronic Absenteeism Rate	Current Number of Students Chronically Absent	Current Number of Eligible Students	Prior Chronic Absenteeism Rate	Prior Number of Students Chronically Absent	Prior Number of Eligible Students
Cabrillo Unified		Very High	Increased	23.70%	401	1,689	22.50%	392	1,745
Alvin S. Hatch Elementary		Very High	Increased Significantly	28.70%	157	547	23.80%	130	546
El Granada Elementary	Orange	Very High	Declined	22.90%	75	328	25.80%	82	318
Farallone View Elementary		High	Increased Significantly	18.30%	31	169	14.50%	25	172
Kings Mountain Elementary		Very High	Increased	33.30%	18	54	16.40%	10	61
Manuel F. Cunha Intermediate	Orange	Very High	Declined	20.70%	122	589	22.40%	146	651

All schools have a High or Very High Status of Chronic Absenteeism with at-promise subgroup data having a higher level of absenteeism. Cycles of Inquiry will be conducted and goals developed to reduce our absenteeism rates.

4. Differentiated Assistance

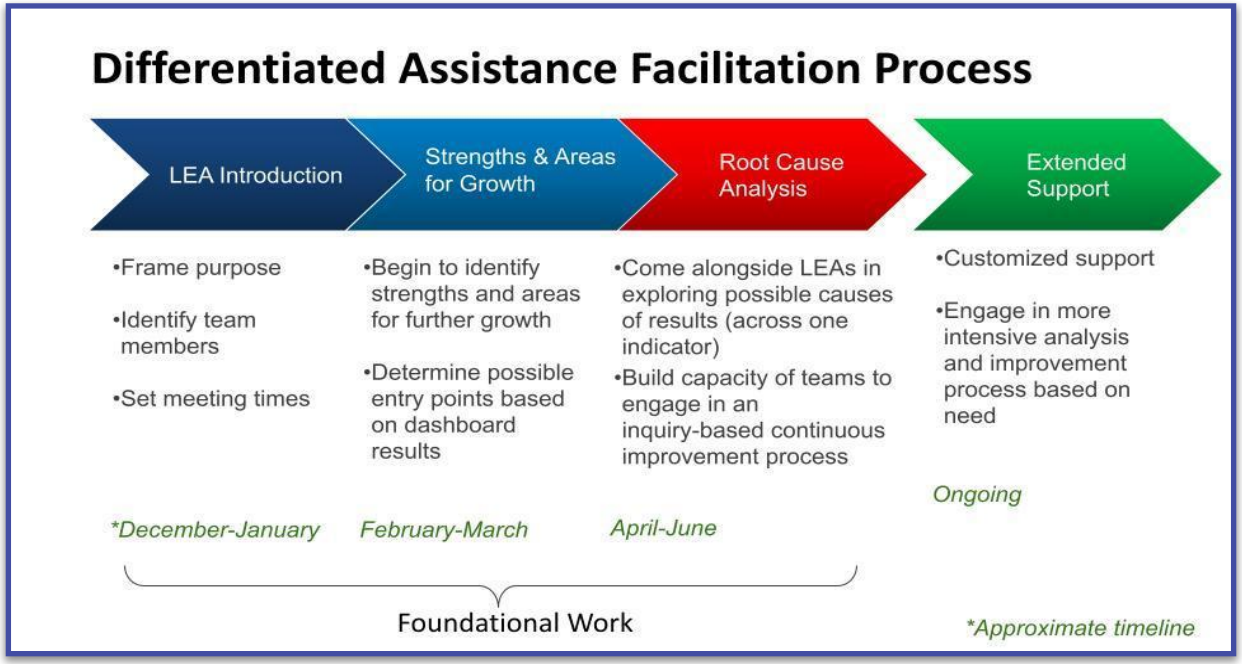
Differentiated Assistance at Cabrillo Unified

California Department of Education (CDE) has determined that **Cabrillo Unified School District is identified for Differentiated Assistance for 2024-25:**

Student Group	Criteria
English Learners	Priority 4: Math /ELA Priority 8: Low Status on CCI (College Readiness)
Hispanic Students	Priority 4: Math /ELA Priority 5: Chronic Absenteeism
Homeless Students	Priority 4: Math /ELA Priority 5: Chronic Absenteeism
Socioeconomically Disadvantaged	Priority 4: Math /ELA Priority 5:Chronic Absenteeism
Students with Disabilities	Priority 6: Suspension Rates Priority 8: Low Status on CCI (College Readiness)

Differentiated Assistance

SMCOE DA Supports: DA supports span 2 years automatically as of 2024-25 School year.



Budget Overview

Monitoring Goals, Actions, and Resources for the 2023-24 Local Control and Accountability Plan (LCAP) PDF

LCAP Goals	Total Funds Budgeted	Mid-Year Expenditures
Goal 1 **Student Achievement** **(Academic & Social Emotional)**	$34,174,562	$22,041,853
Goal 2 **At Promise Students**	$2,123,784	$991,243
Goal 3 **Student & Parent Engagement** **(Academic & Social-Emotional)**	$330,877	$231,453
Goal 4 **Social Emotional**	$1,372,943	$993,722
Goal 5 **ELA/ELD, Mathematics, and Suspension**	$1,353,297	$791,765

5. Next Steps

Next Steps

- ★ Integrate Strategic Plan into our LCAP
- ★ Prioritize areas of GROWTH
  - ELA/ELD/MATH Academic Interventions
  - English Learners
  - Socio-Economically Disadvantaged
  - Hispanic/Latino/Latinx
  - Students with Special Needs
- ★ Chronic Absenteeism
- ★ Increased staff by providing 3 .2 FTEs for intervention
- ★ 24-25 increasing from .6 to 1.0 ELD FTE
- ★ Cycles of Inquiry using Dibels 8 Data
- ★ Professional Development on the Science of Reading
- ★ Analyze local data and benchmarks by school site
- ★ Engage in Cycles of Inquiry both at the district and at school sites
- ★ Analyze and Redefine Intervention Programs to support areas of need
- ★ Focus on data from our Local Dashboard
- ★ LCAP Presentation April - June
- ★ Ongoing professional development focused on CORE Curriculum Adoptions
- ★ Expand on the Be-Glad training

Questions?

Thank you!

Appendix & Resources

Community Resources

Flyers for Parents (and Those New to the Dashboard)

- Getting to Know the California School Dashboard(PDF)
- Getting to Know the Dashboard State Measures(PDF)
- How Dashboard Colors are Determined(PDF)
- How to View Performance of a School or District on the Dashboard(PDF)
- Exploring the Equity Report(PDF)
- How to Compare Schools on the Dashboard(PDF)
- Getting to Know the Local Measures(PDF)
- Information on Local Measures for Parents(PDF)

Translated flyers are available on the Translations Tab of the Dashboard Resources web page.

Additional Resources

School Dashboard Additional Reports and Data

State Indicator Flyers

- What Data Will Be Used for the 2023 Dashboard?(PDF)
- Academic Indicators(PDF)
  - **English Learner Students in the Academic Indicators** (Coming in January 2024)
  - Information on the Participation Rate(PDF)
    - **Translated Versions of Information on the Participation Rate Flyer** (Coming in January 2024)
- Chronic Absenteeism Indicator(PDF)
- College/Career Indicator(PDF)
- English Learner Progress Indicator(PDF)
  - Alternate English Language Proficiency Assessments for California (ELPAC) Results in the English Learner Progress Indicator(PDF)
  - English Language Proficiency Assessments for California (ELPAC) Participation Rate(PDF)
- Graduation Rate(PDF)
- Suspension Rate(PDF)

Monitoring Goals, Actions, and Resources for the 2023-24 Local Control and Accountability Plan (LCAP)

This template is intended for internal monitoring purposes only. The 2023-24 LCAP template and instructions should be consulted when completing required documents.

(6) (A) The superintendent of the school district shall present a report on the annual update to the local control and accountability plan and the local control funding formula budget overview for parents on or before February 28 of each year at a regularly scheduled meeting of the governing board of the school district. (B) The report shall include both of the following: (i) All available midyear outcome data related to metrics identified in the current year's local control and accountability plan. (ii) All available midyear expenditure and implementation data on all actions identified in the current year's local control and accountability plan.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Cabrillo Unified School District	Sean McPhetridge Superintendent	mcphetridges@cabrillo.k12.ca.us (650) 712-7100

Goal 1

Goal Description
Student Achievement (Academic & Social-Emotional) **BROAD GOAL**

The metrics and actions within this goal will ensure we maintain high-quality staff, define a district-wide implementation of academic content and performance standards, provide opportunities for all students to access courses, and support the social-emotional needs of our students and families. These areas will be evaluated on a regular basis to ensure maintenance of progress and metrics and actions will be reevaluated as necessary to determine if there is a need to evaluate a priority to a broad or focus goal.

LCAP Priorities:

Priority 1: Appropriate teacher assignment, sufficient instructional materials, and facilities in good repair

Priority 2: Implementation of academic content and performance standards adopted by SBE

Priority 7: Course Access

Priority 8: Other Pupil Outcomes

Expected Annual Measurable Objectives

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
% of students proficient in English Language Arts - Lexia Assessment (NOTE: This assessment was used in lieu of CAASPP due to COVID-19 Pandemic) Source: Lexia Local	2020-2021 ALL STUDENTS 3rd - 56% 4th - 50% 5th - 54% 6th - 62% 7th - 65% 8th - 74% 11th - 87% ENGLISH ONLY 3rd - 51% 4th - 49% 5th - 50% 6th - 57% 7th - 65% 8th - 74% 11th - 87% ENGLISH LEARNERS 3rd - 6% 4th - 2% 5th - 24% 6th - 41% 7th - 0%	2021-2022 ALL STUDENTS 3rd - 45% 4th - 24% 5th - 42% 6th - 38% 7th - 39% 8th - 40% 11th - 49% ENGLISH ONLY 3rd - 62% 4th - 43% 5th - 55% 6th -59% 7th - 55% 8th - 50% 11th - 69% ENGLISH LEARNERS 3rd - 15% 4th - 0% 5th - 11% 6th - 4%	2022-2023 ALL STUDENTS 3rd - 33% 4th - 37% 5th - 35% 6th - 27% 7th - 45% 8th - 50% 11th - 55% ENGLISH ONLY 3rd - 41% 4th - 52% 5th - 63% 6th - 29% 7th - 61% 8th - 60% 11th - 71% ENGLISH LEARNERS 3rd - 3% 4th - 3% 5th - 0% 6th - 0%	Lexia Learning discontinued the Rapid Assessment for the 2023-2024. In the meantime, we are sharing our CAASPP results since they will be a focal metric in our new LCAP. ALL STUDENTS 3rd - 44% 4th - 44% 5th - 43% 6th - 32% 7th - 40% 8th - 42% 11th - 41% ENGLISH ONLY 3rd - 63% 4th - 60% 5th - 64% 6th - 46% 7th - 59% 8th - 50% 11th -56%	2023-2024 ALL STUDENTS 3rd - 66% 4th - 60% 5th - 64% 6th - 72% 7th - 75% 8th - 84% 11th - 97% ENGLISH ONLY 3rd - 61% 4th - 59% 5th - 60% 6th - 67% 7th - 75% 8th - 84% 11th - 97% ENGLISH LEARNERS 3rd - 16% 4th - 12% 5th - 34% 6th - 51%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
	8th - 0% 9th - 0% SPECIAL EDUCATION 3rd - 4% 4th 1% 5th - 14% 6th - 10% 7th - 4% 8th - 1% 11th - 4% WHITE 3rd - 19% 4th - 17% 5th - 11% 6th - 25% 7th - 25% 8th - 36% 11th - 33% HISPANIC LATINO 3rd - 6% 4th - 4% 5th - 4% 6th - 6% 7th - 12% 8th - 7% 9th - 25% SOCIOECONOMICALLY DISADVANTAGED 3rd - 23% 4th - 8% 5th - 10% 6th - 24% 7th - 24% 8th - 15% 11th - 50%	7th - 5% 8th - 0% 11th - 11% SPECIAL EDUCATION 3rd - 37% 4th - 4% 5th - 25% 6th - 4% 7th - 0% 8th - 13% 11th - 4% WHITE 3rd - 68% 4th - 53% 5th - 59% 6th - 61% 7th - 65% 8th - 49% 11th - 67% HISPANIC LATINO 3rd - 16% 4th - 10% 5th - 26% 6th - 21% 7th - 21% 8th - 27% 11th - 32% SOCIOECONOMICALLY DISADVANTAGED 3rd - 16% 4th - 6% 5th - 23% 6th - 20% 7th - 22% 8th - 27% 11th - 26%	7th - 17% 8th - 0% 11th -8% SPECIAL EDUCATION 3rd - 0% 4th - 10% 5th - 0% 6th - 0% 7th - 33% 8th - 17% 11th -5% WHITE 3rd - 45% 4th - 55% 5th - 62% 6th - 11% 7th - 66% 8th - 72% 11th - 75% HISPANIC LATINO 3rd - 19% 4th - 17% 5th - 14% 6th - 23% 7th - 24% 8th - 32% 11th - 34% SOCIOECONOMICALLY DISADVANTAGED 3rd - 0% 4th - 3% 5th - 0% 6th - 0% 7th - 10% 8th - 7% 11th - 1%	ENGLISH LEARNERS 3rd - 3% 4th - 10% 5th - 9% 6th - 3% 7th - 0% 8th - 0% 11th - 6% SPECIAL EDUCATION 3rd - 6% 4th - 11% 5th - 10% 6th - 14% 7th - 7% 8th - 5% 11th - 5% WHITE 3rd - 71% 4th - 64% 5th - 63% 6th - 52% 7th - 67% 8th - 60% 11th -70% HISPANIC LATINO 3rd - 31% 4th - 35% 5th - 36% 6th - 19% 7th - 25% 8th - 48% 11th - 24% SOCIOECONOMICALLY DISADVANTAGED 3rd - 16% 4th - 24% 5th - 30% 6th - 26% 7th - 26% 8th - 26%	7th - 10% 8th - 10% 9th - 10% SPECIAL EDUCATION 3rd - 14% 4th 11% 5th - 24% 6th - 20% 7th - 14% 8th - 11% 11th - 14% WHITE 3rd - 29% 4th - 27% 5th - 21% 6th - 35% 7th - 35% 8th - 46% 11th - 43% HISPANIC LATINO 3rd - 16% 4th - 14% 5th - 14% 6th - 16% 7th - 22% 8th - 17% 9th - 35% SOCIOECONOMICALLY DISADVANTAGED 3rd - 43% 4th - 18% 5th - 20% 6th - 34% 7th - 34% 8th - 25% 11th - 60%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
				11th -22%	
% of students proficient in Mathematics - 3rd - 5th (Local Math Benchmark) Source: CUSD Local Data 2021-2022	2020-2021 ALL STUDENTS 3rd - 74% 4th - 64% 5th - 72% 6th - 38% 7th - 43% 8th - 71% 11th - 57% ENGLISH ONLY 3rd - 54% 4th - 51% 5th - 49% 6th - 28% 7th - 40% 8th - 64% 11th - 76% ENGLISH LEARNERS 3rd - 8% 4th - 1% 5th - 11% 6th - 3% 7th - 0% 8th - 0% 9th - 0% SPECIAL EDUCATION 3rd - 0% 4th - 0% 5th - 0% 6th - 0% 7th - 0% 8th - 0% 11th - 1% WHITE 3rd - 41% 4th - 38% 5th - 41% 6th - 22%	2021-2022 ALL STUDENTS 3rd - 35% 4th - 10% 5th - 20% 6th - 64% 7th - 49% 8th - 46% 11th - 54% ENGLISH ONLY 3rd - 42% 4th - 19% 5th - 33% 6th - 73% 7th - 53% 8th - 56% 11% - 71% ENGLISH LEARNERS 3rd - 18% 4th - 0% 5th - 2% 6th - 39% 7th - 20% 8th - 16% 11% - 20% SPECIAL EDUCATION 3rd - 22% 4th - 0% 5th - 13% 6th - 255 7th - 0% 8th - 21% 11th - 0% WHITE 3rd - 43% 4th - 20% 5th - 38%	2022-2023 ALL STUDENTS 3rd - 32% 4th - 38% 5th - 25% 6th - 67% 7th - 47% 8th - 31% 11th - 65% ENGLISH ONLY 3rd - 48% 4th - 47% 5th - 30% 6th - 78% 7th - 54% 8th - 40% 11th -61% ENGLISH LEARNERS 3rd - 11% 4th - 14% 5th - 12% 6th - 43% 7th - 30% 8th - 19% 11th -0% SPECIAL EDUCATION 3rd - 0% 4th - 40% 5th - 0% 6th - 60% 7th - 22% 8th - 0% 11th - 67% WHITE 3rd - 38% 4th - 46% 5th - 35%	Lexia Learning discontinued the Rapid Assessment for the 2023-2024. In the meantime, we are sharing our CAASPP Math results since they will be a focal metric in our new LCAP. ALL STUDENTS 3rd - 45% 4th - 46% 5th - 31% 6th - 27% 7th - 31% 8th - 20% 11th - 26% ENGLISH ONLY 3rd - 59% 4th - 60% 5th - 54% 6th - 41% 7th - 50% 8th - 27% 11th -40% ENGLISH LEARNERS 3rd - 15% 4th - 12% 5th - 0% 6th - 0% 7th - 0% 8th - 0% 11th - 6% SPECIAL EDUCATION 3rd - 22% 4th - 23% 5th - 15% 6th - 11% 7th - 4% 8th - 0%	2023-2024 LL STUDENTS 3rd - 84% 4th - 74% 5th - 82% 6th - 48% 7th - 53% 8th - 81% 11th - 67% ENGLISH ONLY 3rd - 64% 4th - 61% 5th - 59% 6th - 38% 7th - 50% 8th - 74% 11th - 86% ENGLISH LEARNERS 3rd - 18% 4th - 11% 5th - 11% 6th - 13% 7th - 10% 8th - 10% 9th - 10% SPECIAL EDUCATION 3rd - 10% 4th - 10% 5th - 10% 6th - 10% 7th - 10% 8th - 10% 11th - 11% WHITE 3rd - 51% 4th - 48% 5th - 51%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
	7th - 30% 8th - 57% 11th - 40% HISPANIC-LATINO 3rd - 28% 4th - 21% 5th - 21% 6th - 12% 7th - 9% 8th - 8% 9th - 70% SOCIOECONOMICALLY DISADVANTAGED 3rd - 12% 4th - 27% 5th - 14% 6th - 52% 7th - 6% 8th - 6% 11th - 14%	6th - 73% 7th - 54% 8th - 60% 11th -76% HISPANIC LATINO 3rd - 28% 4th - 4% 5th - 6% 6th - 55% 7th - 39% 8th - 28% 11th - 36% SOCIOECONOMICALLY DISADVANTAGED 3rd - 22% 4th - 37% 5th - 24% 6th - 62% 7th - 16% 8th - 16% 11% - 24%	6th - 79% 7th - 51% 8th - 57% 11th - 60% HISPANIC LATINO 3rd - 23% 4th - 22% 5th - 19% 6th - 55% 7th - 42% 8th - 21% 11th - 67% SOCIOECONOMICALLY DISADVANTAGED 3rd - 9% 4th - 27% 5th - 20% 6th - 53% 7th - 41% 8th - 22% 11th - 65%	11th - 6% WHITE 3rd - 68% 4th - 63% 5th - 61% 6th -46% 7th - 59% 8th - 35% 11th -46% HISPANIC LATINO 3rd -12% 4th -33% 5th -14% 6th -19% 7th -28% 8th - 15% 11th -16% SOCIOECONOMICALLY DISADVANTAGED 3rd - 28% 4th - 32% 5th -13 % 6th -13 % 7th - 14% 8th - 7% 11th -11%	6th - 32% 7th - 40% 8th - 67% 11th - 50% HISPANIC-LATINO 3rd - 38% 4th - 31% 5th - 31% 6th - 22% 7th - 19% 8th - 18% 9th - 80% SOCIOECONOMICALLY DISADVANTAGED 3rd - 22% 4th - 37% 5th - 24% 6th - 62% 7th - 16% 8th - 16% 11th - 24%
Maintain Highly Qualified Staff Source: CUSD Local Data	2020-2021 100% Highly Qualified Staff	2021-2022 97% Highly Qualified Staff	2022-2023 99% Highly Qualified Staff	97%	2023-2024 Maintain 100% Highly Qualified Staff
Support for new CUSD Teachers: Teacher Induction Program Source: CUSD Local Data	2020-2021 100% New Teachers participate in the Teacher Induction Program	2021-2022 100% New Teachers participate in the Teacher Induction Program	2022-2023 100% New Teachers participate in the Teacher Induction Program	100%	2023-2024 Maintain 100% participation of new teacher enrollment in the Teacher Induction Program

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
Staff Professional Development Source: CUSD Local Data	2020-2021 CUSD Certificated Staff participate in 6 professional development opportunities	2021-2022 CUSD Certificated Staff participate in 7 professional development opportunities	2022-2023 CUSD Certificated Staff participate in 7 professional development opportunities	Data will be updated June 2024 to account for accurate metrics since data is still being collected	2023-2024 CUSD Certificated Staff participate in 10 professional development opportunities
% of Student Proficiency in Science Source: CAASPP / CDE DataQuest	2020-2021 30 % Proficient or Above in the California Science Test (CAST)	2021-2022 33.43% Proficient or Above in the California Science Test (CAST)	2022-2023 31.5% Proficient or Above in the California Science Test (CAST)	5th grade - 28% 8th grade - 24% 12th grade - 21%	2023-2024 40% Proficient or Above in the California Science Test (CAST)
Science Professional Development Source: CUSD Local Data	2020-2021 8 Yearly Science Collaboration Meetings	2021-2022 8 Yearly Science Collaboration Meetings	2022-2023 8 Yearly Science Collaboration Meetings	8 yearly Science Collaboration Meetings	2023-2024 Maintain 8 Yearly Science Collaboration Meetings
AVID Program Student Applications into post-secondary schools Source: CUSD Local Data	2020-2021 35% of AVID students enrolled into post-secondary schools	2021-2022 100% of AVID students enrolled into post-secondary schools	2022-2023 100% of AVID students enrolled into post-secondary schools	Data will be updated June 2024	2023-2024 80% of AVID students enroll into post-secondary schools
Career Technical Education Pathways Source: CUSD Local Data	2020-2021 3 CTE Pathways (agriculture, construction, and broadcasting)	2021-2022 3.5 CTE Pathways | 3 full pathways (agriculture, construction and building trades) and .5 pathway (computer science)	2022-2023 3 CTE Pathways | 3 full pathways (agriculture, construction and building trades)	3 CTE pathways	2023-2024 4 CTE Pathways (agriculture, construction, computer science, and broadcasting)
Credit Recovery Source: CUSD Local Data	2020-2021 1 Credit Recovery Professional Development for Teachers	2021-2022 1 Credit Recovery Professional Development for Teachers	2022-2023 1 Credit Recovery Professional Development for Teachers	1	2023-2024 3 Credit Recovery Professional Development for Teachers
Early College Access Source: CUSD Local Data	2020-2021	2021-2022	2022-2023	Data will be upated June 2024 to account for accurate metrics since data is still being collected	2023-2024

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
	0 Early College Access Courses or Dual-Enrollment Course	0 Early College Access Courses or Dual Enrollment Course	31 Early College Access Courses or Dual Enrollment Course		3 Early College Access Courses or Dual-Enrollment Course
Special Education Supports Source: CUSD Local Data	2020-2021 6 Special Education Professional Development Opportunities for Staff	2021-2022 6 Special Education Professional Development Opportunities for Staff	2022-2023 14 Special Education Professional Development Opportunities for Staff	14	2023-2024 10 Special Education Professional Development Opportunities for Staff
Retention of Highly Qualified Staff Source: CUSD Local Data	2020-2021 85% Highly Qualified Staff Retention	2021-2022 90% Highly Qualified Staff Retention	2022-2023 99% Highly Qualified Staff Retention	88%	2023-2024 95% Highly Qualified Staff Retention

Actions & Measuring and Reporting Results

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
1.1	**Highly Qualified Staff** Instruction from appropriately qualified and certificated teachers and classified staff. Retention of highly qualified district and school site administration. Ensure that salaries are competitive with neighboring districts to attract and retain certificated staff and ensure assignments are appropriate to certification.	No	Partially Implemented	See metrics above		$29,470,904.00	$19,362,195.00
1.2	**New Teacher Induction Program** New teachers will receive support through the New Teacher Induction program.	No	Fully Implemented	See metrics above		$72,750.00	$72,750.00

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
1.3	**Increased Professional Development (All Students)** Professional development will be provided to faculty: *Multi-Tiered System of Support *Social-Emotional Learning *Cultural Proficiency *Comprehension Across Content Areas Universal Design for Learning *Mathematics Professional Development (TK-12) *English Language Arts / ELD Standards and instructional strategies *VAPA Professional Development *K-12 Science teachers K-12 focused on Next Generation Science Standards *Integration of technology into the curriculum *Gathering and analyzing student performance data, including formative and summative assessment.	Yes	Partially Implemented	See metrics above		$11,376.00	$1,933.00
1.4	**Increased Professional Development (At-Promise Students)** Professional development will be provided to faculty: *Multi-Tiered System of Support *Social-Emotional Learning *Cultural Proficiency *Comprehension Across Content Areas Universal Design for Learning	Yes	Partially Implemented	See metrics above		$30,000.00	$759.00

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	*Mathematics Professional Development (TK-12) *English Language Arts / ELD Standards and instructional strategies *VAPA Professional Development *K-12 Science teachers K-12 focused on Next Generation Science Standards *Integration of technology into the curriculum *Gathering and analyzing student performance data, including formative and summative assessment.						
1.5	**NGSS Instruction - Elementary** Maintain Fifth Grade District Science teacher.	No	Partially Implemented	See metrics above		$121,554.00	$75,339.00
1.6	**NGSS Support** Provide cross-district collaboration time for Next Generation Science Standards.	No	Partially Implemented	See metrics above		$10,100.00	$2,728.00
1.7	**AVID Program** Provide our AVID Program in grades 9th-12th for the purpose of developing a pipeline to support college readiness (AVID Sections, AVID Professional Development, AVID Tutoring)	Yes		See metrics above		$100,000.00	$29,796.00

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
1.8	**Career Technical Education Program** Continue developing CTE pathways in agriculture, construction, and broadcasting.	No		See metrics above		$109,190.00	$138,305.00
1.9	**Credit Recovery** Provide technology-enhanced Credit Recovery and A-G course requirements.	Yes	Partially Implemented	See metrics above		$75,000.00	$15,605.00
1.10	**Early College Access (At-Promise Students)** Continue with Early College course development.	Yes	Planned	See metrics above		$10,000.00	$0
1.11	**Special Education Services** Students with disabilities who receive Special Education services will be taught by highly qualified teachers, in the Least Restrictive Environment, using the grade-level curriculum with appropriate accommodations according to their Individualized Education Programs (IEPs). *Students with IEPs will have academic goals aligned with state standards	No	Partially Implemented	See metrics above		$3,419,322.00	$1,956,116.00

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	*Students' IEPs will be reviewed no less than annually, with goals and services updated as reflected by revised IEPs. Baselines will be quantifiable and goals will be aligned with the Common Core standards. *General Education teachers and Education Specialists will collaborate to plan and develop instructional strategies in order to meet the needs of diverse learners, including students with IEPs, within the Least Restrictive Environment. *General Education teachers and Education Specialists will participate in professional learning together to develop the capacity to ensure students with IEPs have access to grade-level instructional curriculum, data-based decision making, standard aligned goals, and ongoing progress monitoring for students with IEPs. *Professional learning will be provided to teachers and paraprofessionals in co-teaching/collaborative instructional models and specialized instruction in order to provide access for students with IEPs to the curriculum in the General Education classroom. *Increase inclusive program options for students with disabilities with Autism Spectrum Disorder and mental health disabilities by developing a comprehensive						

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	continuum of services and supports to effectively serve students in the school district.						
1.12	**Intervention Services** Intervention Services	No	Partially Implemented	See metrics above		$410,083.00	$169,480.00
1.13	**Health Services** Health Services	No	Partially Implemented	See metrics above		$334,283.00	$216,847.00

Goal 2

Goal Description
At-Promise Students **BROAD GOAL** **There shall be a particular focus on increasing academic achievement for our at-promise students, including English Learners, Special Education, Hispanic/Latinx students, and Socio-Economic Disadvantaged.** **LCAP Priorities:** **Priority 4: Pupil Achievement** **Priority 5: Pupil Engagement**

Expected Annual Measurable Objectives

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
Percent of students taking the SAT Source: CDE DataQuest	2020-2021 CUSD: 31%	2021-2022 CUSD: 39%	2022-2023 CUSD: 28%	Data will be updated June 2024 to account for accurate metrics since data is still being collected	2023-2024 CUSD: 61%
Percent Completion of Students Meeting Graduation Requirement Source: CDE DataQuest	2020-2021 CUSD: 89.3% White: 92.8% Hispanic or Latino: 86.3%	2021-2022 CUSD: 90% White: 93.6% Hispanic or Latino: 86.1%	2022-2023 CUSD: 87% White: 91% Hispanic or Latino: 90%	Data will be updated June 2024 to account for accurate metrics since data is still being collected	2023-2024 CUSD: 95.3% White: 98.8% Hispanic or Latino: 96.3%
Graduates meetings UC/CSU Requirements Source: CDE DataQuest	2020-2021 CUSD: 36% White: 49% Hispanic or Latino: 24%	2021-2022 Due to a shift in staff, CUSD did not upload this data. Our team will need to calculate this data manually and the data will uploaded once available.	2022-2023 CUSD: 56% White: 71% Hispanic or Latino: 41%	Data will be updated June 2024 to account for accurate metrics since data is still being collected	2023-2024 CUSD: 46% White: 59% Hispanic or Latino: 34%
Percent of students who have passed an AP exam with score of 4 or higher Source: CDE DataQuest	2020-2021 59% of seniors with score of 4 or higher (171 out of 290)	2021-2022 24% of seniors with score of 4 or higher (59 out of 246)	2022-2023 66% of seniors with score of 4 or higher	Data will be updated June 2024 to account for accurate metrics since data is still being collected	2023-2024 69% of seniors with score of 4 or higher
Percentage of AVID students who apply to post-secondary education Source: CUSD Local Reports	2020-2021 35% AVID students apply to post-secondary education	2021-2022 100% AVID students applied to post-secondary education	2022-2023 100% AVID students applied to post-secondary education	Data will be updated June 2024 to account for accurate metrics since data is still being collected	2023-2024 85% students will apply to post-secondary education
English Language Arts district-wide aligned curriculum (Elementary) Source: CUSD Local Reports	2020-2021 0 alignment of English Language Arts district-wide curriculum (Elementary)	2021-2022 1 aligned English Language Arts district-wide curriculum	2022-2023 1 aligned English Language Arts district-wide curriculum	1 aligned English Language Arts district-wide curriculum	2023-2024 Maintain English Language Arts district-wide aligned curriculum

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
English Language Development district-wide aligned curriculum (Elementary) Source: CUSD Local Reports	2020-2021 0 alignment of English Language Development district-wide curriculum (Elementary)	2021-2022 1 aligned English Language Development district-wide curriculum	2022-2023 1 aligned English Language Development district-wide curriculum	1 aligned English Language Development district-wide curriculum	2023-2024 Maintain English Language Development district-wide curriculum
District Wide benchmark assessments (English Language Arts, English Language Development, and Mathematics) Source: CUSD Local Reports	2020-2021 1 District-wide English Language Arts Assessment (Elementary & Secondary) 1 District-wide English Language Development Assessment (Secondary) 0 District-wide English Language Development Assessment (Elementary) 1 District-wide Mathematics Assessment (Secondary) 0 District-wide Mathematics Assessment (Elementary)	2021-2022 1 District-wide English Language Arts Assessment (Elementary & Secondary) 1 District-wide English Language Development Assessment (Secondary) 0 District-wide English Language Development Assessment (Elementary) 1 District-wide Mathematics Assessment (Secondary) 1 District-wide Mathematics Assessment (Elementary)	2022-2023 1 District-wide English Language Arts Assessment (Elementary & Secondary) 1 District-wide English Language Development Assessment (Secondary) 0 District-wide English Language Development Assessment (Elementary) 1 District-wide Mathematics Assessment (Secondary) 1 District-wide Mathematics Assessment (Elementary)	2023-2024. 1 District-wide English Language Arts Assessment (Elementary & Secondary) 1 District-wide English Language Development Assessment (Secondary) 1 District-wide English Language Development Assessment (Elementary) 1 District-wide Mathematics Assessment (Secondary) 1 District-wide Mathematics Assessment (Elementary)	2023-2024 Maintain the following district-wide benchmarks: 1 District-wide English Language Arts Assessment (Elementary & Secondary) 1 District-wide English Language Development Assessment (Secondary) 1 District-wide Mathematics Assessment (Secondary) Adopt the following district-wide benchmarks: 1 District-wide English Language Development Assessment (Elementary) 1 District-wide Mathematics Assessment (Elementary)
Universal TK-2 Literacy Screener Source: CUSD Local Reports	2020-2021 0 District Wide Grade Level Data Meetings	2021-2022 0 District Wide Grade Level Data Meetings	2022-2023 1 District Wide Grade Level Data Meetings	2023-2024 2 District Wide Grade Level Data Meetings to February 2024, the last meeting will be held in April 2024.	2023-2024 3 District Wide Grade Level Data Meetings

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
Percent of Students achieving Level 4 on the English Language Proficiency for California (ELPAC) Summative Source: CDE Data | CAASPP/ELPAC Website	2020-2021 16.4% Proficient	2021-2022 13.5% Proficient	2022-2023 16.33% Proficient	14.59% Proficient	2023-2024 26.4% Proficient
Dual Immersion Language Preschool Source: CUSD Local Reports	2020-2021 0 Dual Immersion Language Preschools	2021-2022 0 Dual Immersion Language Preschools	2022-2023 1 Dual Immersion Language Preschools	0 Dual Immersion Language Preschool	2023-2024 Maintain 1 Dual Immersion Language Preschool
Big Lift (Early Literacy Initiative) Collaborative Source: Big Lift Collaborative Meeting Calendar	2020-2021 9 Big Lift Collaborative Meetings	2021-2022 9 Big Lift Collaborative Meetings	2022-2023 8 Big Lift Collaborative meetings	7 Big Lift Collaborative meeting as of February 2024	2023-2024 Maintain 9 Big Lift Collaborative Meetings
Technology Enhanced Curriculum Source: CUSD Local Reports	2020-2021 4 Technology Enhanced Curriculum to support Literacy	2021-2022 4 Technology Enhanced Curriculum to support Literacy	2022-2023 4 Technology Enhanced Curriculum to support Literacy	4 Technology Enhanced Curriculum to support Literacy	2023-2024 Maintain 4 Technology Enhanced Curriculum to support Literacy
Dyslexia Professional Development to Staff Source: CUSD Local Reports	2020-2021 1 District wide Dyslexia Professional Development	2021-2022 0 District wide Dyslexia Professional Development	2022-2023 1 District Wide Dyslexia Professional Development	2023 -2024 0 District Wide Dyslexia Professional Development	2023-2024 Provide 3 Dyslexia Professional Development
Districtwide Student Attendance Source: Infinite Campus (CUSD Student Information System)	2020-2021 95% Districtwide Attendance	2021-2022 91.62% Districtwide Attendance	2022-2023 91.7%(as of 1/26/2023) Districtwide Attendance	98.8%	2023-2024 Increase Districtwide attendance by 3%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
Students with Disabilities ELA/ELD Local Benchmark Source:	2020-2021 No Metric	2021-2022 (New Metric) SPECIAL EDUCATION 3rd - 37% 4th - 4% 5th - 25% 6th - 4% 7th - 0% 8th - 13% 11th - 4%	2022-2023 SPECIAL EDUCATION 3rd - 0 4th - 10% 5th - 0 6th - 0 7th -33% 8th - 17% 11th -5%	Data will be updated June 2024 to account for accurate metrics since data is still being collected	2023-2024 SPECIAL EDUCATION 3rd - 14% 4th 11% 5th - 24% 6th - 20% 7th - 14% 8th - 11% 11th - 14%

Actions & Measuring and Reporting Results

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
2.1	**District-wide Literacy Supports** Increased Literacy Services, including expansion of our Library program in order to increase access and support for our at-promise students.	No	Partially Implemented	See metric data above.		$100,000.00	$122,931.00
2.2	**English Language Development district-wide aligned curriculum** English Language Development aligned curriculum and instructional materials.	Yes	Partially Implemented	See metric data above.		$60,000.00	$0
2.3	**MTSS Implementation: District Wide formative and summative assessments** Assessment with district adopted formative reading, writing, and mathematics assessment to be administered three times a year.	No	Partially Implemented	See metric data above.		$100,000.00	$29,000.00

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	Frequent formative assessments will be given and results will be analyzed to determine instructional strategies for student learning and interventions, as needed.						
2.4	**PreK-12th Expanded Supports and Programs** PreK-12th Expanded supports to increase capacity to provide selected students, including English Learners, Socio-Economically Disadvantaged, and Foster Youth, with access to a well-rounded education, improve conditions for student learning, and improve use of technology to improve the academic achievement and digital literacy of all students.	Yes	Partially Implemented	See metric data above.		$150,000.00	$15,633.00
2.5	**Grades TK-3 reduced ratio of 24-to-1** Continuing class sizes in Grades TK-3 at a reduced ratio of 24-to-1 as opposed to the district norm of 34-to-1 allowing for intensive small group instruction in English Language Development and literacy.	No	Partially Implemented	See metric data above.		$500,000.00	$250,000.00
2.6	**Spanish Courses** Spanish classes offered in Intermediate and High School to	No	Partially Implemented	See metric data above.		$403,563.00	$206,923.00

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	enhance language acquisition and literacy for English Language Learners.						
2.7	**Dual Immersion Preschool** Provide dual language preschool for eligible Migrant and at-risk students.	No	Not Implementing	See data above.		$100,000.00	$0
2.8	**Big Lift (Early Literacy Initiative) Collaborative** Facilitate Big Lift Collaborative to continue to align Preschool through Grade 3 literacy, improve family engagement strategies, and develop community partnerships.	No	Partially Implemented			$2,000.00	$640.00
2.9	**English Language Development Interventions & Curriculum** English Language Development Interventions & Curriculum Supports	Yes	Partially Implemented	See metric data above.		$110,000.00	$55,000.00
2.10	**Technology Enhanced Curriculum** Technology-enhanced reading intervention curriculum will be available to students from Transitional Kindergarten through High School.	Yes	Partially Implemented	See metric data above.		$33,221.00	$30,645.00

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
2.11	**Dyslexia Intervention and Common Core Aligned Materials** Intervention and Common Core-aligned materials will be provided to support students with dyslexia.	No	Partially Implemented	See metric data above.		$15,000.00	$5,471.00
2.12	**English Language Development Secondary Sections** Cunha and Half Moon Bay High School will have dedicated sections of English Language Development	Yes	Partially Implemented	See metric data above.		$250,000.00	$125,000.00
2.13	**English Language Development Specialists** English Language Development Specialists to support English Learners	Yes	Partially Implemented	See metric data above.		$300,000.00	$150,000.00

Goal 3

Goal Description
Student & Parent Engagement (Academic & Social-Emotional) **MAINTENANCE OF PROGRESS GOAL**

The metrics and actions within this goal will be implemented to ensure that the progress made within Parent Involvement (LCAP Priority 3) goal will be maintained over the coming three years. These areas will be evaluated on a regular basis to ensure maintenance of progress and metrics and actions will be reevaluated as necessary to determine if there is a need to evaluate a priority to a broad or focus goal.

LCFF Priorities:

Priority 3: Parental Involvement and Family Engagement

Expected Annual Measurable Objectives

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
Panorama Survey Results Source: Panorama Survey	2020-2021 500 parents participated in our 2020-2021 Panorama Family Survey.	2021-2022 403 parents participated in our 2020-2021 Panorama Family Survey (20% decrease)	2022-2023 320 parent participated in our 2022-2023 Panorama Family Survey	Data will be updated June 2024 to account for accurate metrics since data is still being collected	2023-2024 Increase 10% from baseline
Parent Participation Source: Panorama Survey	2020-2021 Barriers to Engagement - 80% answered favorably School Climate - decrease by 64% answered favorably Family Engagement - 22% answered favorably	2021-2022 Barriers to Engagement - decrease by 3% School Climate - decrease by 6% Family Engagement - increase by 4%	2022-2023 Barriers to Engagement - decrease by 0 School Climate - decrease by 0 Family Engagement - increase by 1%	Data will be updated June 2024 to account for accurate metrics since data is still being collected	2023-2024 Increase 10% from baseline
Student Engagement through Summer School Interventions Source: Summer School Attendance Data	2020-2021 Results will be entered for baseline after final enrollment is calculated after summer 2021. At this time it is an estimated 425 students.	2021-2022 Final enrollment for SS 2022 estimated at 425 students	2022-2023 Final enrollment for SS 2023 estimated at: 797	Data will be updated June 2024 to account for accurate metrics since data is still being collected	2023-2024 Serve 550 students in need of academic and/or social interventions
Student after-school/before school Interventions and Tutoring	2020-2021 200 students served through small group or 1 to	2021-2022 25 students	2022-2023 133 students	Data will be updated June 2024 to account for accurate metrics since data is still being collected	2023-2024 Serve a total of 600 students through small

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
Source: Intervention Attendance Data	1 after-school/before school interventions to selected at-promise students				group or 1 to 1 after-school/before school interventions to selected at-promise students
Community & Parent Engagement Committees Source: Attendance Data	2020-2021 Community Meetings through specific roundtable input from *Latino/x Roundtable *LGBTQ Roundtable *PTO Alliance *Secondary Health and Wellness Committees *SEL Parent Meetings	2021-2022 Minimum of 10 participants	2022-2023 Attendance for the following committees Community Meetings through specific roundtable input from *Latino/x Roundtable (8 average participants out of 25 members) *LGBTQ Roundtable (0) *PTO Alliance (52 average participants out of 40 members) *Secondary Health and Wellness Committees (10 average participants out of 28 Members) *SEL Parent Meetings (8 average participants out of 20 members) * DELAC (20 average participants out of 491 EL Families invited)	Data will be updated June 2024 to account for accurate metrics since data is still being collected	2023-2024 Minimum participation of 20
Family & Student Case Management Source: Migrant Education Case Management Meeting Logs	2020-2021 100% of Migrant Education Students have 1 to 1 Student Case Management	2021-2022 100% of Migrant Education Students have 1 to 1 Student Case Management	2022-2023 100% of Migrant Education Students have 1 to 1 Student Case Management	Data will be updated June 2024 to account for accurate metrics since data is still being collected	2023-2024 Maintain 100% of Migrant Education Students with 1 to 1 Student Case Management

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
					Utilize the Migrant Education Case Management System with our English Learner Students utilizing components of our COST meetings

Actions & Measuring and Reporting Results

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
3.1	**Summer School Interventions** Summer intervention programs for target students to support elementary, middle, credit recovery, and A-G course requirements.	Yes	Planned	Data will be updated June 2024 once Summer School opens.		$155,877.00	$24,345.00
3.2	**Interventions and Tutoring** Interventions and Tutoring (After school, before school, and Saturdays/extended breaks)	Yes	Partially Implemented	See metric data above.		$150,000.00	$204,196.00
3.3	**Community & Parent Engagement Committees** Latinx Roundtable, LGBTQ Roundtable, Secondary Health and Wellness Committees, PTO Alliance, SEL Parent Meetings	No	Partially Implemented	See metric data above.		$20,000.00	$2,502.00

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
3.4	**Family & Student Case Management** Family & student case management to support families with local resources and "connecting a system of resources" for our families with our district and our local community.	Yes	Partially Implemented	See metric data above.		$5,000.00	$410.00

Goal 4

Goal Description
Social-Emotional Goal **FOCUS GOAL** **Increase the implementation of a positive climate framework to increase student wellbeing and student academic achievement while decreasing chronic absenteeism, discipline referrals, suspensions, and expulsions.** **LCAP Priorities:** **Priority 6: School Climate**

Expected Annual Measurable Objectives

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
Counseling Supports for Families Source: CUSD local data 2020-2021	2020-2021 6 Family Engagement SEL Nights	2021-2022 8 Family Engagement SEL Nights	2022-2023 8 Family Engagement SEL Nights	12	2023-2024 9 Family Engagement SEL Nights

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
Site Parent Engagement Events Source: CUSD local data	2020-2021 2 Site Parent Engagement Events	2021-2022 2 Site Parent Engagement Events	2022-2023 8 Site Parent Engagement Events	Data will be updated June 2024 to account for accurate metrics since data is still being collected	2023-2024 5 Site Parent Engagement Events
Site Community Liaison Trainings Source: CUSD local data1	2020-2021 4 Community Liaison Trainings	2021-2022 6 Community Liaison Trainings	2022-2023 9 Community Liaison Trainings	Data will be updated June 2024 to account for accurate metrics since data is still being collected	2023-2024 10 Community Liaison Trainings
Translations Services Source: CUSD local data	2020-2021 0 trainings on best practices for translation and interpretation at the site	2021-2022 1 training on best practices for translation and interpretation at the site	2022-2023 1 training on best practices for translation and interpretation at the site	Data will be updated June 2024 to account for accurate metrics since data is still being collected	2023-2024 3 trainings to site staff & community liaisons regarding tools and practices for translation and interpretation
Improved Facilities Source: FIT Report	2020-2021 FIT Report 2 sites with a rating of overall Good or above	2021-2022 2 sites with a rating of overall Good or above	2022-2023 2 sites with a rating of overall Good or above	Data will be updated June 2024 to account for accurate metrics since data is still being collected	2023-2024 FIT Report 4 sites with a rating of Good or above

Actions & Measuring and Reporting Results

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
4.1	**Counseling Supports** Increased Counseling supports for students and their families to support at-promise students in both SEL and academic supports.	Yes	Partially Implemented	See metric data above.		$70,000.00	$100,910.00

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
4.2	**Family Engagement Supports** Increased Family Engagement Supports *English Learner Family Engagement outreach *Title I Site Community Liaison *District Community Liaison *Sites will implement at least 4 parent engagement events to discuss tailored to site-identified parent needs. *Implementing District-wide protocols and procedures to communicate with families in a timely manner regarding student progress, ways to support student learning at home, and critical information about the school. *Provide training for liaisons to improve targeted outreach to families to increase parent engagement and to improve interpretation and translation skills, especially for meetings with specific education-related vocabulary.	Yes	Partially Implemented	See metric data above.		$280,000.00	$116,615.00
4.3	**Translation Services** Provide oral interpretation and written translation services.	Yes	Partially Implemented	See metric data above.		$75,000.00	$5,000.00
4.4	**Improved School Facilities** School facilities are maintained and in good repair.	No	Partially Implemented	See metric data above.		$613,943.00	$306,971.00

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
4.5	**Secondary Counseling Services** Provide academic counseling to high school students to ensure completion of graduation requirements for at-risk students. Provide credit recovery curriculum to at-risk students. On-going mandatory student/parent conferences with site administration for at-risk students and families transitioning from elementary to middle school (5-6) and middle school to high school (8-9).	Yes	Partially Implemented	See metric data above.		$259,000.00	$194,613.00
4.6	**Multi Tiered Systems of Supports** Further develop areas of support for the Social-Emotional Development of our students *Classroom workshops for students (mindfulness, relational aggression, empowerment groups etc) *Teacher/staff climate consultation *Teacher wellness groups *Teacher wellness PD for administrators *COST Meetings *SST framework and handbook (CCEIS) *SST coaching and PD (CCEIS) *Wellness Fairs *Family engagement seminars *PBIS PD - Framework implementation T1, T2 and T3 *PSW framework implemented (T3) (CCEIS)	No	Partially Implemented	See metric data above.		$75,000.00	$37,500.00

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures

Goal 5

Goal Description
ELA/ELD, Mathematics, and Suspension **FOCUS GOAL** **Based on CUSD's identification for differentiated assistance, we will engage in the development of a local system and engage in a root cause analysis to ensure we improve the academic performance of ELA/ELD and mathematics and decrease the suspension rate of all students, with a particular focus on Hispanic/Latinx, English Learners, and Socio-Economically Disadvantaged students.** **LCAP Priorities** **Priority 4: Pupil Achievement**

Expected Annual Measurable Objectives

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
% of students proficient in English Language Arts - Lexia Assessment (NOTE: This assessment was used in lieu of CAASPP due to COVID-19 Pandemic) Source: Lexia Reporting System	2020-2021 ALL STUDENTS 3rd - 56% 4th - 50% 5th - 54% 6th - 62% 7th - 65% 8th - 74% 11th - 87% ENGLISH ONLY 3rd - 51% 4th - 49% 5th - 50% 6th - 57% 7th - 65% 8th - 74% 11th - 87% ENGLISH LEARNERS 3rd - 6% 4th - 2% 5th - 24%	2021-2022 ALL STUDENTS 3rd - 45% 4th - 24% 5th - 42% 6th - 38% 7th - 39% 8th - 40% 11th - 49% ENGLISH ONLY 3rd - 62% 4th - 43% 5th - 55% 6th -59% 7th - 55% 8th - 50% 11th - 69% ENGLISH LEARNERS 3rd - 15% 4th - 0%	2022-2023 ALL STUDENTS 3rd - 33% 4th - 37% 5th - 35% 6th - 27% 7th - 45% 8th - 50% 11th - 55% ENGLISH ONLY 3rd - 41% 4th - 52% 5th - 63% 6th -29% 7th - 61% 8th - 60% 11th -71% ENGLISH LEARNERS 3rd - 3% 4th - 3%	Data will be updated June 2024 to account for accurate metrics since data is still being collected	2023-2024 ALL STUDENTS 3rd - 66% 4th - 60% 5th - 64% 6th - 72% 7th - 75% 8th - 84% 11th - 97% ENGLISH ONLY 3rd - 61% 4th - 59% 5th - 60% 6th - 67% 7th - 75% 8th - 84% 11th - 97% ENGLISH LEARNERS 3rd - 16% 4th - 12%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
	6th - 41% 7th - 0% 8th - 0% 9th - 0% SPECIAL EDUCATION 3rd - 4% 4th 1% 5th - 14% 6th - 10% 7th - 4% 8th - 1% 11th - 4% WHITE 3rd - 19% 4th - 17% 5th - 11% 6th - 25% 7th - 25% 8th - 36% 11th - 33% HISPANIC LATINO 3rd - 6% 4th - 4% 5th - 4% 6th - 6% 7th - 12% 8th - 7% 9th - 25% SOCIOECONOMICALLY DISADVANTAGED 3rd - 23% 4th - 8% 5th - 10% 6th - 24% 7th - 24% 8th - 15% 11th - 50%	5th - 11% 6th - 4% 7th - 5% 8th - 0% 11th - 11% SPECIAL EDUCATION 3rd - 37% 4th - 4% 5th - 25% 6th - 4% 7th - 0% 8th - 13% 11th - 4% WHITE 3rd - 68% 4th - 53% 5th - 59% 6th - 61% 7th - 65% 8th - 49% 11th - 67% HISPANIC LATINO 3rd - 16% 4th - 10% 5th - 26% 6th - 21% 7th - 21% 8th - 27% 11th - 32% SOCIOECONOMICALLY DISADVANTAGED 3rd - 16% 4th - 6% 5th - 23% 6th - 20% 7th - 22% 8th - 27% 11th - 26%	5th - 0% 6th - 0% 7th - 17% 8th - 0% 11th - 8% SPECIAL EDUCATION 3rd -0% 4th - 10% 5th - 0% 6th - 0% 7th - 33% 8th - 17% 11th - 5% WHITE 3rd - 45% 4th - 55% 5th - 62% 6th - 11% 7th - 66% 8th - 72% 11th - 75% HISPANIC LATINO 3rd - 19% 4th - 17% 5th - 14% 6th - 23% 7th - 24% 8th - 32% 11th - 34% SOCIOECONOMICALLY DISADVANTAGED 3rd - 0% 4th - 3% 5th - 0% 6th - 0% 7th - 10% 8th - 7% 11th - 1%		5th - 34% 6th - 51% 7th - 10% 8th - 10% 9th - 10% SPECIAL EDUCATION 3rd - 14% 4th 11% 5th - 24% 6th - 20% 7th - 14% 8th - 11% 11th - 14% WHITE 3rd - 29% 4th - 27% 5th - 21% 6th - 35% 7th - 35% 8th - 46% 11th - 43% HISPANIC LATINO 3rd - 16% 4th - 14% 5th - 14% 6th - 16% 7th - 22% 8th - 17% 9th - 35% SOCIOECONOMICALLY DISADVANTAGED 3rd - 43% 4th - 18% 5th - 20% 6th - 34% 7th - 34% 8th - 25% 11th - 60%
English Language Proficiency Assessment	2020-2021	2021-2022	2022-2023	Data will be updated June 2024 to account for	2023-2024

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
for California (ELPAC) Summative Results Source: CDE CAASPP/ELPAC Website	16.4% Percent of students achieved a Level 4 on the English Language Proficiency for California (ELPAC) Summative	13.5% Percent of students achieved a Level 4 on the English Language Proficiency for California (ELPAC) Summative	15.57 % Percent of students achieved a Level 4 on the English Language Proficiency for California (ELPAC) Summative	accurate metrics since data is still being collected	26.4% Percent of Students achieving Level 4 on the English Language Proficiency for California (ELPAC) Summative Source: CAASPP 2018-2019
VAPA and STEM Services Source: CUSD local data	2020-2021 1 District Wide VAPA & STEM After-school Enrichment Supports @ Middle School	2021-2022 1 District Wide VAPA & STEM After-school Enrichment Supports @ Middle School	2022-2023 2 District Wide VAPA & STEM After-school Enrichment Supports @ Middle School	Data will be updated June 2024 to account for accurate metrics since data is still being collected	2023-2024 3 District Wide VAPA & STEM After-school Enrichment Supports @ Elementary, Middle, and High School
Percent Completion of Students Meeting Graduation Requirement Source: CDE	2020-2021 CUSD: 89.3% White: 92.8% Hispanic or Latino: 86.3%	2021-2022 CUSD: 90% White: 93.6% Hispanic or Latino: 86.1%	2022-2023 CUSD: 90% White: 91% Hispanic or Latino: 90%	Data will be updated June 2024 to account for accurate metrics since data is still being collected	2023-2024 CUSD: 95.3% White: 98.8% Hispanic or Latino: 96.3%
Percent of Students achieving Level 4 on the English Language Proficiency for California (ELPAC) Summative Source: CAASPP	2020-2021 16.4% Proficient	2021-2022 13.51% Proficient	2022-2023 ???% Proficient Pending official data results. Once posted by CDE, this data will be updated.	Data will be updated June 2024 to account for accurate metrics since data is still being collected	2023-2024 26.4% Proficient
Suspension Data Source: Local District Data	2020-2021 Not Measured	2021-2022 (New Metric - Baseline) 82 total suspensions Male 82% Female 18%	2022-2023 97 total suspensions Male 70% Female 30%	Data will be updated June 2024 to account for accurate metrics since data is still being collected	2023-2024 (New Metric - Baseline) 50 total suspensions Male 50% Female 50%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
		White 24% Hispanic 67% Asian 1% Black 6% Other 1% SPED 23% EO 38% ELL 26% FEP 37%	White 16% Hispanic 79% Asian 1% Black 0% Other 3% SPED 23% EO 46% ELL 23% FEP 31%		White 50% Hispanic 50% SPED 10% EO 15% ELL 15% FEP 15%

Actions & Measuring and Reporting Results

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
5.1	**Continue Implementation of our Multi Tiered Systems of Support (MTSS) to support our at-promise groups of students** Develop and implement a Tier 1, Tier 2, and Tier 3 Intervention model	Yes	Partially Implemented	See above metric data.		$855,051.00	$427,526.00
5.2	**Elementary Reading Intervention Teachers** Elementary students reading below grade level will receive targeted, small group, pull-out reading intervention instruction by certificated reading teachers. (4.6 Full-Time Equivalent)	Yes	Partially Implemented	See above metric data.		$348,246.00	$194,018.00

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
5.3	**Increased during school and after school enrichment services** Increased Enrichment Services for our at-promise students *Visual Arts and Performing Arts Services *Science Technology Engineering Art Mathematics Services	Yes	Partially Implemented	See above metric data.		$150,000.00	$170,221.00

CABRILLO UNIFIED SCHOOL DISTRICT

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SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Carmen Daniel
Kimberly Hines
Sophia Layne

MEMORANDUM

MEETING DATE: February 15, 2024
TO: Members of the Governing Board
FROM: J Jesús Contreras, Ed.D., Deputy Superintendent of Business Services
Jennifer Marsh, Fiscal Director
CATEGORY: Presentation/Information
ITEM TITLE: CUSD Fiscal Update and San Mateo County Office of Education Fiscal Oversight

BACKGROUND INFORMATION

To ensure fiscal solvency, Cabrillo Unified School District (CUSD) is being monitored by the San Mateo County Office of Education (SMCOE). It is required for CUSD to assess its deficit spending and implement measures to maintain fiscal sustainability.

SMCOE will continue monitoring CUSD reductions and savings for the current year (2023-24) and two out-years (2024-25 and 2025-26). SMCOE expects that staffing of CUSD schools will be commensurate with CUSD's declining enrollment for the 2024-25 and 2025-26 school years.

As required, CUSD will continue to agendize this standing monthly fiscal update item at each regularly scheduled meeting of the CUSD Governing Board.

FISCAL ANALYSIS

The impact of the implementation of the reductions and fiscal planning will improve the status of the General Fund.

RECOMMENDATION

Receive and comment on the CUSD Fiscal Update as presented.

CABRILLO UNIFIED SCHOOL DISTRICT

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Cabrillo Unified School District
Fiscal Update

J Jesús Contreras, Ed.D., Deputy Superintendent of Business Services

Jennifer Marsh, Fiscal Director

February 15, 2024

Governor's Budget 2024-25

On January 10, 2024, the 2024-25 California Budget was published.

Key issues include:

- Budget deficit is significant (debates about $37 B vs. $68 B)
- Governor aims to maintain funding for existing ongoing programs
- The COLA is projected to be only 0.76%
- There is a need to manage ongoing cost escalations
- There is a need to adjust to declining enrollment
- There is always a real risk the the May Revision (revised budget) will be worse than what was presented as January Projections

Governor's Budget 2024-25 (continued)

COLA Assumptions:

	23-24	24-25	25-26	26-27	27-28	28-29
COLA	8.22%	0.76%	2.73%	3.11%	3.17%	3.24%

Governor's Budget 2024-25 (continued)

SCHOOL EMPLOYER PENSION COSTS					
CalSTRS			CalPERS		
Fiscal Year	Contribution Rate		Fiscal Year	Contribution Rate	
2021-22	16.92% (-2.18)		2021-22	22.91% (-2.16)	
2022-23	19.10%		2022-23	25.37%	
2023-24	19.10%		2023-24	26.68%	
2024-25	19.10%		2024-25	27.80%	
2025-26	19.10%		2025-26	28.50%	
			2026-27	28.90%	

Governor's Budget 2024-25 (continued)

The K-12 Omnibus Trailer Bill was released by Department of Finance.

- Amends the Learning Recovery and Emergency Block Grant
- Provides clarification around attendance recovery

The Legislative Analyst's Office (LAO) released the report "Key Fiscal and Policy Issues Facing California."

Fiscal Solvency Monitoring

- The San Mateo County Office of Education (SMCOE) will continue active monitoring of the steps taken ahead for Cabrillo Unified School District (CUSD) fiscal recovery.
- CUSD continues to focus on:
  - Reducing Deficit Spending
  - Identifying Savings and Reductions
  - Position Control and Internal Controls

CUSD Steps Toward Fiscal Health

- CUSD's CBO and Business Services staff are continuing to meet with the Budget Advisory Committee (BAC) to brainstorm how to improve the efficiency of our expenditures.
- CUSD will continue its work on implementing CUSD's multi-year *Fiscal Stabilization Plan (2023-24, 2024-25, and 2025-26).*
- As required, CUSD will continue to have a standing Fiscal Update item at every regularly scheduled Governing Board meeting.

CUSD Compared to Other County Districts

For many years people have asked why salaries are lower here than in other local districts. Sadly it is the case CUSD is funded at a lower level than almost all districts in the County. Because of lower per-pupil funding received by CUSD, that means there is less to spend on programs, services, and salaries. This is the root cause of the funding problem here.

According to recent 2023 county district funding data from this SMCOE Equity Index tool, CUSD is provided around $7000 less in per-pupil funding than the county district average. If funded at the same per-pupil funding level as another local unified (PK-12) district like South San Francisco Unified, CUSD would receive almost $10 million more as a district. And if funded at average county funding level, CUSD would get almost $20 million more.

CUSD is funded at the bottom of San Mateo County districts at just $15,100 per student while the average San Mateo County district per-pupil funding is approximately $22,500. Because CUSD doesn't receive the same level of funding as others, we cannot compete with salaries and services higher funded districts provide. That is the simple math of it all.

CUSD Compared to Other County Districts

- CUSD receives less funding per student than any other unified school district in San Mateo County.
- CUSD receives less funding per student than all but three other school districts in San Mateo County.
- CUSD receives just two-thirds of average County funding per student (~$15K vs. ~$23K per student).
- CUSD and lower funded districts like Pacifica receive approximately one-third the funding per student as our wealthiest San Mateo County neighbor (Woodside Elementary gets almost $42K per student).

Income inequality is a reality in the County and on the Coastside generally, and this includes our schools. With around 2700 students, Cabrillo USD would be receiving more than $20M additional funding per year if we actually received the average per-pupil funding received in San Mateo County public school districts (i.e., an additional $7500 per student per year), or an increase of over 50% of our current funding levels. A lower tax base means less funding for us as a “flipper” or “poor Basic Aid” district in San Mateo County. It is crucial for the Coastside public to understand this is why we have lower salaries and fewer services.

CUSD Compared to Other County Districts

Below are charts of 2023 per-pupil funding in all San Mateo County public school districts. Other unified (PK-12) public school districts are highlighted below for comparison and ease of viewing.

Woodside Elementary	$41,733
Portola Valley Elementary	$39,706
La Honda Pescadero Unified	$36,852
Las Lomitas Elementary	$32,348
Ravenswood Elementary	$30,536
Hillsborough Elementary	$28,626
Brisbane Elementary	$27,668
Sequoia Union High	$26,120
Menlo Park Elementary	$25,736
San Mateo Union High	$21,142
Jefferson Union High	$19,656

South San Francisco Unified	$18,616
Redwood City Elementary	$18,153
Bayshore Elementary	$17,877
San Mateo Foster City	$16,282
San Bruno Elementary	$16,252
San Carlos Elementary	$16,179
Belmont Redwood Shores	$15,705
Jefferson Elementary	$15,108
Cabrillo Unified	$15,101
Burlingame Elementary	$13,803
Millbrae Elementary	$13,745
Pacifica Elementary	$12,694

Bottom line: if Cabrillo was funded like other unified districts, then we could offer programs and salaries like those districts.

Questions?

Thank you!

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MEMORANDUM

MEETING DATE: February 15, 2024
TO: Members of the Governing Board
FROM: J Jesús Contreras, Ed.D., Deputy Superintendent of Business Services
CATEGORY: Presentation/Information
ITEM TITLE: El Granada Elementary School Modernization Update

BACKGROUND INFORMATION

At its December 14, 2023 Board meeting, staff presented to the Board the architectural design discussions related to the El Granada Elementary parking lot lighting and the studies underway for the El Granada compactor and waste management facilities. On January 25, 2024, CUSD staff conducted the first Community Engagement meeting for the modernization of El Granada Elementary School. The El Granada Modernization Team comprised of the Design Team (architects), Builder/Contractor, and CUSD staff provided information and procured feedback to continue the introductions of modifications to the design to address the perspectives of neighbors, regulatory agencies, and legal requirements that will ultimately result on the procurement of a Coastal Development Permit (CDP) that will hopefully allow us to start construction by May of 2024.

FISCAL ANALYSIS

El Granada Modernization will be covered with CUSD Bond funds and will not affect the CUSD General Fund.

RECOMMENDATION

Receive updates related to the El Granada Modernization and CDP.

CABRILLO UNIFIED SCHOOL DISTRICT

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El Granada Modernization: Update

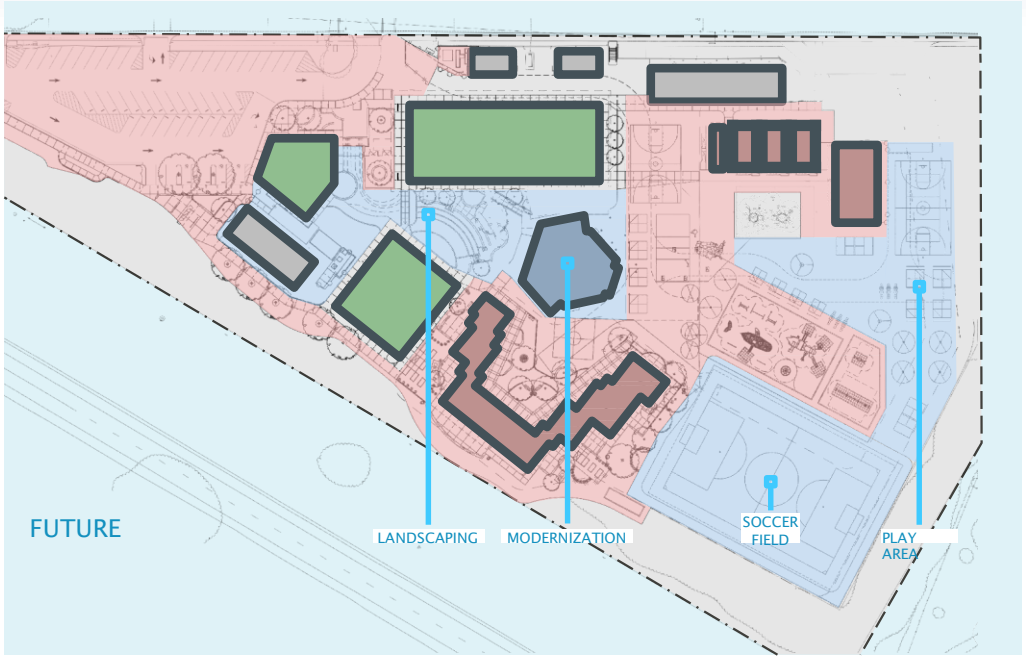
J Jesús Contreras, Ed.D., Deputy Superintendent of Business Services

Governing Board Meeting

February 15, 2024

CAMPUS SITE PLAN - FUTURE

EL GRANADA ELEMENTARY SCHOOL | PHASES I, II & FUTURE



Community Engagement Forum (1/25/2024)

- Purpose: Inform the El Granada Community and invite feedback on the School Modernization Process
- Phase 1: New classroom building and procurement of swing space (.5 Complex)
- Phase 2 : Modernization of Buildings A, D, K, and M
- Potential Future Projects (Fields)

Egress and Parking Lot Lighting

Options discussed at the Community Forum included:

1. Parking Lot Lighting & Egress Lighting on Time Clock (Current Design)

2. Installation of Low Light Bollards for the Required Egress Lighting

Egress and Parking Lot Lighting (continued)

- Egress Path of Travel: The 10 foot tall egress walkway lighting currently in the approved design will be replaced with low light, code-compliant bollards.
- Parking Lot Lighting: The Design Team was asked to revise parking lot lighting to meet the minimum allowable IEC standard of care levels to share with the community to help formulate a decision on lighting.
- Overflow light levels from existing poles and existing building-mounted fixtures will be studied to determine how and where this other lighting can help lower parking lot light lumens.

Coastal Development Permit (CDP) #2 Option

Staff have inquired and have heard that the County of San Mateo is open to allowing the separation of the parking lot issues from the CDP #1 to allow the start of construction by May 2024 as envisioned by the District.

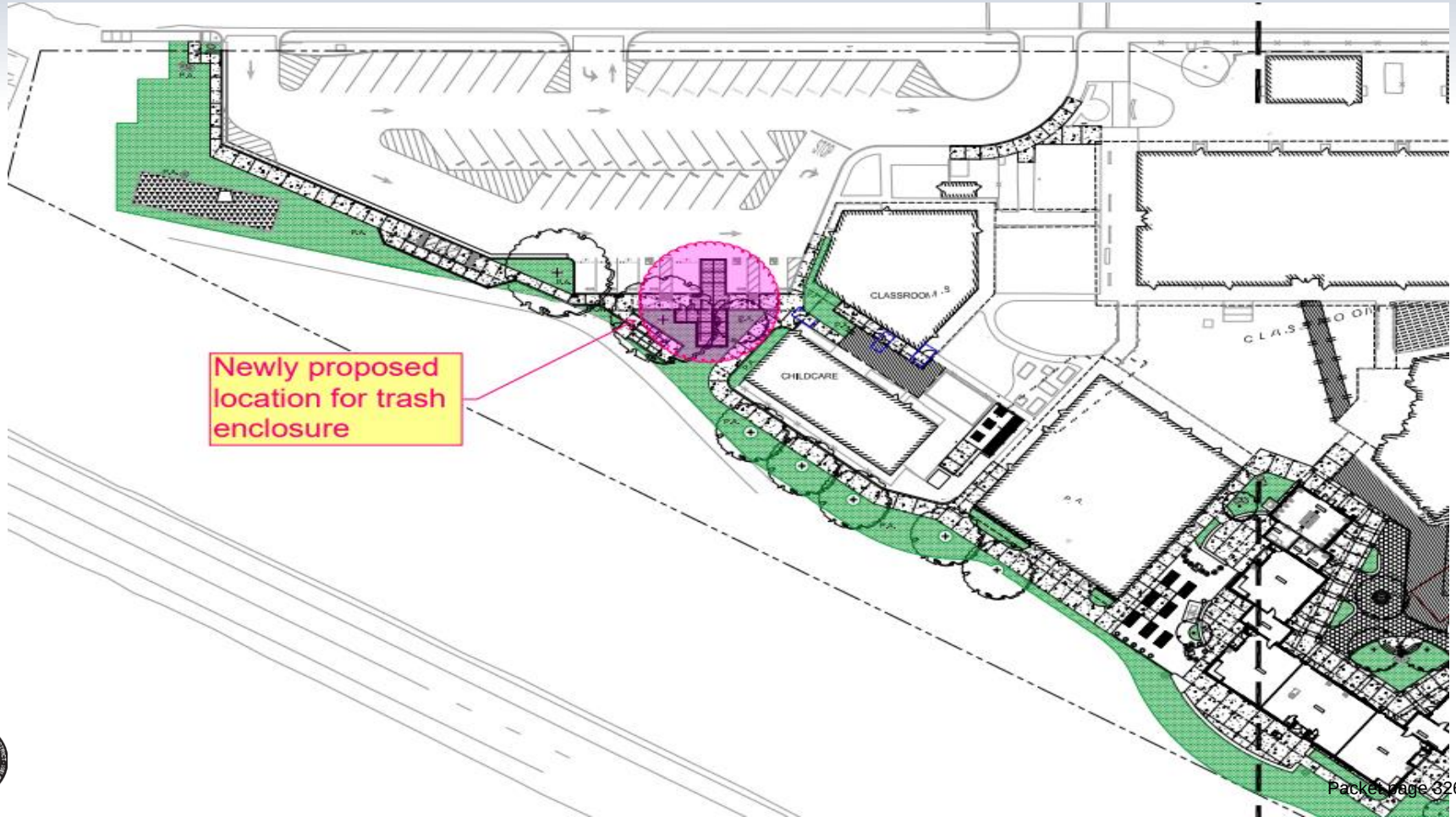
Procurement of a second CDP for parking lights only will require:

- Submission of CDP #2 application in the Fall of 2024
- Six to eight months of review
- Hearing (April 2025)
- Expected decision by early May 2025

Coastal Development Permit (CDP) #1 Update

- A Coastal Development Permit (CDP) is needed to start construction on this particular modernization project.
- Only ~75 of over 1000 California public school districts must comply with this requirement because of coastal locations.
- County of San Mateo has routed El Granada Modernization project for review and approval to all pertinent agencies: Coastal Commission, Midcoast Community Council, Geotech, Drainage, Department of Public Works, Sewer, Water, and Fire.
- Most agencies commented; CUSD staff is responding as needed.

New Location Under Design for Submission to the Division of the State Architect (DSA)



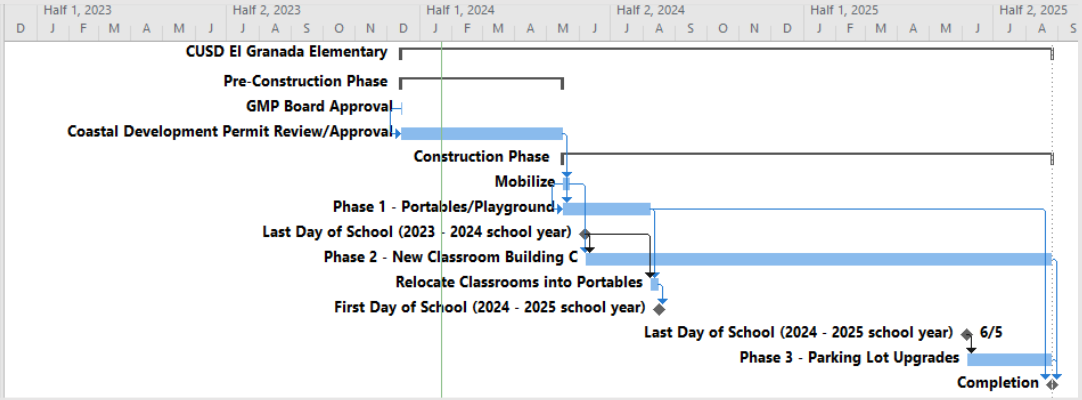
PHASE I CONSTRUCTION TIMELINE & SEQUENCE

Task	Duration	Timeline
Portables/Playground (0.5 Complex)	2.5 Months	May 2024 – August 2024
New Classroom Building C	14 Months	June 2024 – August 2025
Parking Lot Upgrades	2 Months	June 2025 – August 2025
Completion of Phase 1	----------	August 2025

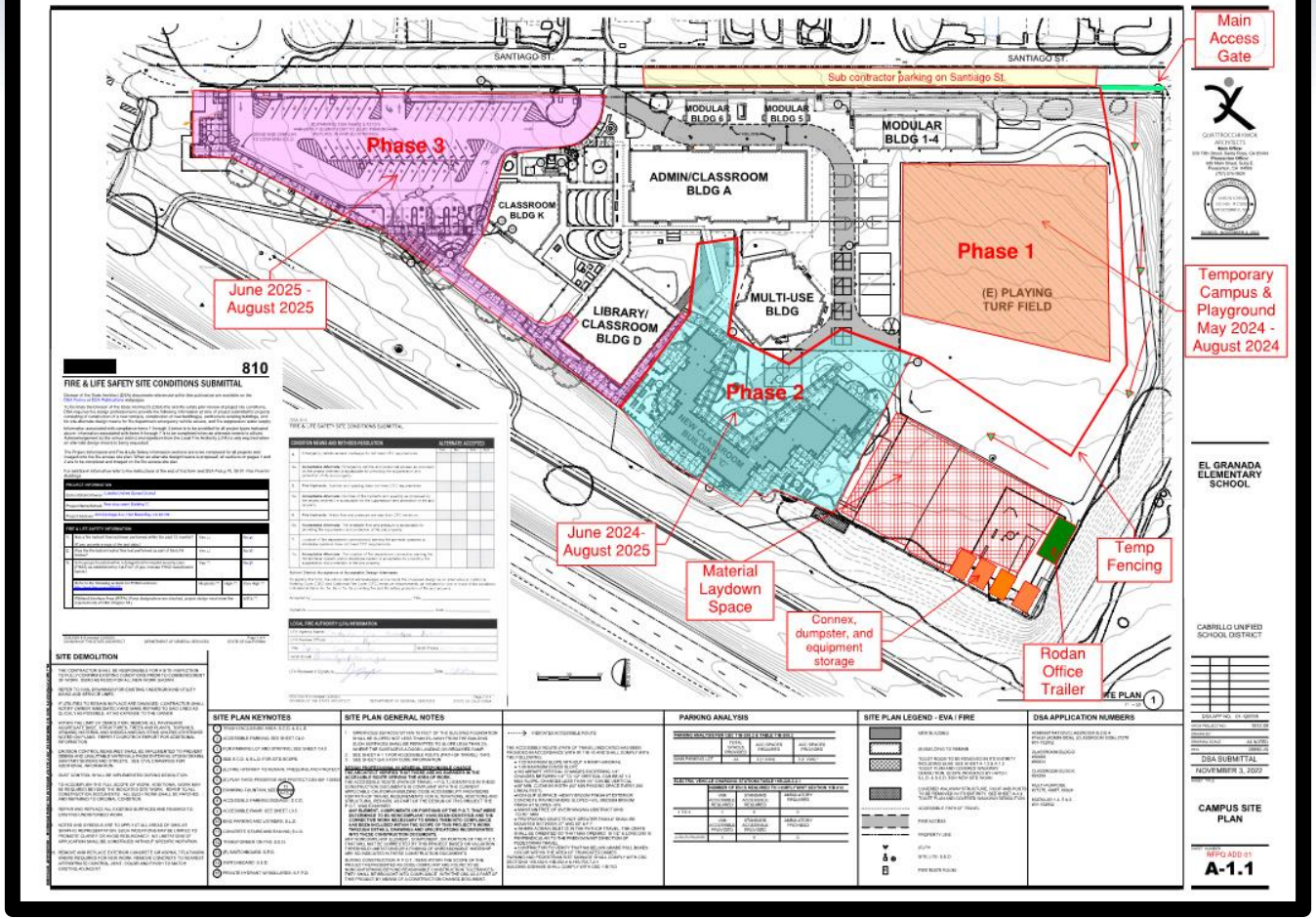
Note: It is of the utmost importance to work on Phase 1 this Summer (2024) (while students are out of school).

CONSTRUCTION SEQUENCE

Task Name	Duration	Start	Finish
CUSD El Granada Elementary	**443 days**	**Thu 12/14/23**	**Mon 8/25/25**
Pre-Construction Phase	**110 days**	**Thu 12/14/23**	**Wed 5/15/24**
GMP Board Approval	1 day	Thu 12/14/23	Thu 12/14/23
Coastal Development Permit Review/Approval	110 days	Thu 12/14/23	Wed 5/15/24
Construction Phase	**333 days**	**Thu 5/16/24**	**Mon 8/25/25**
Mobilize	5 days	Thu 5/16/24	Wed 5/22/24
Phase 1 - Portables/Playground	60 days	Thu 5/16/24	Wed 8/7/24
Last Day of School (2023 - 2024 school year)	1 day	Thu 6/6/24	Thu 6/6/24
Phase 2 - New Classroom Building C	317 days	Fri 6/7/24	Mon 8/25/25
Relocate Classrooms into Portables	5 days	Thu 8/8/24	Wed 8/14/24
First Day of School (2024 - 2025 school year)	1 day	Thu 8/15/24	Thu 8/15/24
Last Day of School (2024 - 2025 school year)	1 day	Thu 6/5/25	Thu 6/5/25
Phase 3 - Parking Lot Upgrades	57 days	Fri 6/6/25	Mon 8/25/25
Completion	0 days	Mon 8/25/25	Mon 8/25/25



PHASING PLAN



CUSD Bond Program Legal Authority

- Governing Board: Approves Project Designs and Cost
- Superintendent: Ensures/Facilitates that CUSD Staff Executes Projects
- CUSD Staff: Facilitates meaningful consultation with school and neighborhood communities
- Citizens Oversight Committee: Ensures that Bond Proceeds are spent only on projects listed in the *Bond Project List*
- Independent Annual Financial Audit: Ensures that Bond Proceeds are spent on authorized projects

Questions?

Thank you!

CABRILLO UNIFIED SCHOOL DISTRICT

498 Kelly Avenue, Half Moon Bay, California 94019 • 650 712-7100 • Fax 650 726-0279 • www.cabrillo.k12.ca.us

SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Carmen Daniel
Kimberly Hines
Sophia Layne

MEMORANDUM

MEETING DATE: February 15, 2024
TO: Members of the Governing Board
FROM: J Jesús Contreras, Ed.D., Deputy Superintendent of Business Services
CATEGORY: Action
ITEM TITLE: Approval of Contract with QKA Architects for El Granada Phase 2 Modernization

BACKGROUND INFORMATION

The Quattrocchi Kwok Architects firm (QKA) has partnered with the Cabrillo Unified School District (CUSD) for the modernization of El Granada Elementary School. At its April 2021 Board meeting, the Cabrillo Unified School District (CUSD) Governing Board approved concepts and plans (Phase I) for the modernization of El Granada Elementary. At its June 10, 2021, Governing Board meeting, the Board approved updated design recommendations. At its November 10, 2022, Board meeting, the Board approved updates to the El Granada modernization project. At its October 12, 2023 Board meeting, the Board received updated information regarding Phase II of the El Granada modernization. Staff hereby presents for consideration of approval a contract with QKA for Phase II of the now-integrated El Granada modernization project.

FISCAL ANALYSIS

The CUSD Bond Program is financed with Bond funds managed through Fund 21.

RECOMMENDATION

Approval of the contract with QKA for Phase II of the modernization of El Granada Elementary School.

AGREEMENT FOR ARCHITECTURAL SERVICES

CABRILLO UNIFIED SCHOOL DISTRICT

WITH

QUATTROCCHI KWOK ARCHITECTS, INC.

FOR

EL GRANADA ELEMENTARY SCHOOL, PHASE TWO – MODERNIZATION AND SITE DEVELOPMENT

February 15, 2024

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of February 15_, 2024, between the Cabrillo Unified School District, a California public school district, ("District") and Quattrocchi Kwok Architects, Inc., ("Architect") (collectively "Parties"), for the following project ("Project"):

EL GRANADA ELEMENTARY SCHOOL, PHASE TWO – MODERNIZATION AND SITE DEVELOPMENT

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:

1.1.1. **Agreement**: The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference. The Agreement supersedes Architect's letter proposal for the Project, dated June 21, 2023.

1.1.2. **Architect**: The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.

1.1.3. **As-Built Drawings ("As-Builts")**: Any document prepared and submitted by District's Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.

1.1.4. **Bid Set**: The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.

1.1.5. **Conforming Set**: The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

1.1.6. **Construction Budget**: The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.

1.1.7. **Construction Change Documents ("CCD")**: The documentation of changes to the DSA-approved construction documents.

1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect's Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.

1.1.9. **Construction Manager**: The District's representative on the Project if the District retains a construction manager, project manager, or owner's representative.

1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.

1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.

1.1.12. **District**: The Cabrillo Unified School District.

1.1.13. **DSA**: The Division of the State Architect.

1.1.14. **Extra Services**: District-authorized services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in Architect's Fee.

1.1.15. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.

1.1.16. **Project**: El Granada Elementary School, Phase Two – Modernization and Site Development at 400 Santiago Avenue, Half Moon Bay, CA 94019.

1.1.17. **Record Drawings**: A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.

1.1.18. **Service(s)**: All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the

Agreement, and that are necessary for the design and completion of the Project.

1.1.19. **Visually Verify**: To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

2.1. Architect shall render the Services described in **Exhibit "A**,**"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C**.**"**

2.2. Architect shall provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by California law.

2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.

2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements for the discharge of storm water to surface waters from its construction and land disturbance activities where the project disturbs one (1) or more acres of land and is not part of a larger common plan of development or sale, the project disturbs one acre or more of land, or the project disturbs less than one (1) acre of land but is part of a larger common plan of development or sale, or where the District engages in maintenance (e.g., fueling, cleaning, repairing) or transportation activities.

2.4.1. Architect shall provide the design for the same, without limitation:

2.4.1.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

2.4.1.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations.

2.4.2. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.

2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Services under this Agreement. Consultants not included in the percentage of construction fee schedule and separately invoiced include Landscape Architect, Fire Protection Engineer, Food Service and Acoustical Engineer. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.

2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.

2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA

requirements, including without limitation, all the requirements included and/or referenced in the following forms, bulletins ("BU"), interpretations of regulations ("IR"), policies ("PL"), or procedures ("PR"):

2.7.1.1. DSA IR A-6, Construction Change Document Submittal and Approval Process.

2.7.1.2. DSA IR A-18, Use of Construction Documents Prepared by Other Professionals.

2.7.1.3. DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.

2.7.1.4. DSA PR 07-01: Pre-Check Approval Process.

2.7.1.5. DSA PR 07-02: Over-The-Counter Review of Projects Using Pre-Check Approved Design.

2.7.1.6. DSA PR 18-04.BB18: Electronic Plan Review for Design Professionals of Record Using Bluebeam 2018.

2.7.1.7. DSA PR 18-09.BB18: Electronic Plan Review for Over-the-Counter ("OTC") Projects Using Bluebeam 2018.

2.7.1.8. Form DSA PR 13-01, Construction Oversight Process.

2.7.1.8.1. Each of Architect's duties as provided in the DIR Construction Oversight Process shall be performed timely so as not to result in any delay to the Project.

2.7.1.9. Form DSA PR 13-02, Project Certification Process.

2.7.2. Notwithstanding the DSA forms, BUs, IRs, PLs, or PRs referenced anywhere in this Agreement, each of which is current as of the Effective Date, all Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission, for all projects submitted to DSA. Architect, and its Consultants, if any, shall comply with the EPR process and related DSA procedures, including, without limitation, DSA PR 18-04.BB18 and DSA PR 18-09.BB18, and any subsequent or replacement procedures relating to the EPR process promulgated by DSA. Any reference herein to a particular DIR form, BU, IR, PL, or PR, shall mean and include the then-current DIR form, BU, IR, PL, or PR, respectively, and, to the extent that the EPR process has superceded such form or paper submission process, the EPR process then in effect shall control.

2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related

to the Project including review by regulatory agencies having jurisdiction over the Project.

2.9. Architect shall direct and monitor the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.

2.10. Architect shall give efficient supervision to Services, using its best skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions.

2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.

2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:

2.13.1. Ground contamination or hazardous material analysis.

2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.

2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work

with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.

2.13.4. Historical significance report.

2.13.5. Soils investigation.

2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**

Article 3. Architect Staff

3.1. Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.

3.2. Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: Aaron Jobson

Project Director: Lyanne Schuster

Project Architect(s): To Be Determined

Major Consultants:

Electrical: O'Mahony & Myer Electrical Engineer

Mechanical: Costa Engineers

Structural: ZFA Structural Engineers

Civil: HMH Civil Engineers

Landscape Architect: ANLA Associate, Inc.

Acoustical: Bill Dohn

3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.

3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.

3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.

3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A**,**"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C**.**"** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or its Consultant(s)' reasonable control.

Article 5. Construction Cost Budget

5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A**,**"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.

5.2. Architect shall complete all Services as described in **Exhibit "A**,**"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.

5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:

5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.

5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.

5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.

5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.

5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:

5.4.1. The lowest responsive base bid received is in excess of ten percent (10%) of the Construction Cost Budget; or

5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or

5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

5.4.4. If the lowest responsive base bid exceeds Construction Cost Budget by less than ten percent (10%) and District chooses to require revising the Project scope and quality to reduce the construction cost, Architect's services to make such revisions shall be compensated as Extra Services, so long as the revision is not due to Architect's error or "no-value added" omission as defined below in section 6.4.

Article 6. Fee and Method of Payment

6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount not to exceed One Million, Six Hundred Ninety-Six Thousand, Three Hundred, and 00/100 Dollars ($1,696,300.00) ("Fee"):

6.1.1. The Fee shall be based on a graduated percentage fee:

- 12% for the first $500,000 of Computed Cost
- 11.5% for the second $500,000 of Computed Cost
- 11% for the next $1 million of Computed Cost
- 10% for the next $4 million of Computed Cost
- 9% for the next $4 million of Computed Cost
- 8% in excess of $10 million of Computed Cost

6.1.1.1. "Computed Cost" is the Construction Cost Budget until such time as bids have been received, whereupon it

shall be the total award from the initial construction contract, until the final reconciliation of the actual construction costs, including approved contract change orders, subject to section 6.4 below.

6.1.1.2. Each phase of work for new construction at El Granada Elementary School will be let as a separate construction contract and shall not be considered part of the Computed Cost for purposes of determining the Fee under this Agreement.

6.1.2. Consultants not included in the above percentage of construction fee schedule and separately invoiced include Landscape Architect and Acoustical Engineer. These Consultant services shall be compensated at direct cost plus five percent (5%).

6.1.3. Reimbursable items – printing, plotting, mileage, and shipping – shall be compensated at direct cost plus five percent (5%).

6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**

6.3. Architect shall bill for performance of Services under this Agreement in accordance with **Exhibit "D."**

6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or "no-value added" omissions (i.e. where there is an "error" that does not add value to the project or costs more than the work otherwise would have). Where an omission adds value to a project, and the owner did not pay for the omitted work the first time, the percentage fee is based on 85% of the change order cost.

6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**

6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.

6.7. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for direct damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care under California law for architects performing similar work for California school districts in or around the same geographic area as the District.

Article 7. Payment for Extra Services or Changes

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership of Data

8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.

8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.

8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District all drawings in DWG format. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.

8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.

8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request the following items (hereinafter "Instruments of

Service"), which the District shall have the right to utilize in any way permitted by statute:

8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.

8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.

8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.

8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.

8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.

8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

Article 9. Termination of Contract

9.1. If District at any time reasonably believes that Architect is or may be in default under this Agreement, District may in its sole discretion notify Architect of this fact and request written assurances from Architect of performance of Services and a written plan from Architect to remedy any potential default under the terms this Agreement that the District may advise Architect of in writing. Architect shall, within ten (10) days of District's request, deliver a written cure plan that meets the requirements of the District's request for assurances. Architect's failure to provide such written assurances of performance and the required written plan, within ten (10) days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.

9.2. If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if

Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions that caused the District to terminate the Agreement.

9.3. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination.

9.4. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.

9.5. Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.

9.6. If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.

9.7. If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than one (1) year, Architect may terminate this Agreement by giving written notice.

Article 10. Indemnity/Architect Liability

10.1. To the furthest extent permitted by California law, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out

of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, subcontractors, consultants, or agents, including without limitation the payment of all consequential damages. Architect also has the duty to defend the Indemnified Parties from all Claims at Architect's own expense, including attorneys' fees and costs; however, in no event shall the cost to defend charged to the Architect exceed the proportionate percentage of Architect's fault as determined by a court of competent jurisdiction. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. If a Claim arises out of, or relates in any way to the Services provided under this Agreement, upon the District's or the Architect's request, the District and the Architect agree to undertake good faith measures to allow the Architect to assist the District in resolving the dispute or litigation. The Architect's assistance, described as "Mandatory Assistance" in Exhibit A, Section B.4, shall be provided at Architect's own expense and excluded from any reimbursement calculation. At the commencement of the Mandatory Assistance Phase, District and Architect shall also in good faith as to the scope and extent of further assistance, including a joint defense agreement. During the Mandatory Assistance Phase, each Party shall be responsible for their own attorneys' fees and costs incurred; however, each Party reserves its rights pursuant to Civil Code section 2782.8.

10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Architect's obligation pursuant to Article 10.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein, subject to Civil Code section 2782.8. Architect's obligation to defend or to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Architect proposes to defend the Indemnified Parties.

10.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect from amounts owing to Architect.

Article 11. Fingerprinting

Pursuant to Education Code section 45125.2, the District has determined on the basis of scope of Services in this Agreement, that Architect, its Consultants and their employees will have only limited contact with pupils. Architect shall promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).

Article 12. Responsibilities of the District

12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.

12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.

12.3. Unless the District and Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.

Article 13. Liability of District

13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

14.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical or mental disability, sex, or sexual orientation of such person.

14.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

Article 15. Insurance

15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**

15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

Article 18. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void. If an assignment is approved, this Agreement shall be binding on the successors and assign of the parties.

Article 19. Law, Venue

19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of

the clauses of this Agreement shall be determined and governed by the laws of the State of California.

19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

20.1. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.

20.2. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Architect shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Architect's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Architect submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

20.3. Pending resolution of the dispute, Architect agrees it will neither rescind the Agreement nor stop the performance of the Services.

Article 21. Tolling of Claims

Architect agrees to toll all statutes of limitations for District's assertion of claims against Architect that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving Architect's work, until the Contractors' or subcontractors' claims are finally resolved.

Article 22. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 23. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 24. Employment Status

24.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.

24.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.

24.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.

24.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).

24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the

foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees of Consultants was not an employee.

24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 25. Certificate of Architect

25.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.

25.2. Architect certifies that it is aware of the provisions of the California Labor Code that 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 it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.

25.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Architect is performing Services as part of a "public works" or "maintenance" project, and since the total compensation is one thousand dollars ($1,000) or more, the Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws, if applicable to Architect and its Consultants' professional services to be provided under this Agreement.

Article 26. Cost Disclosure - Documents and Written Reports

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars ($5,000).

Article 27. Notice & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:

Cabrillo Unified School District
498 Kelly Avenue
Half Moon Bay, CA 94109
ATTN: Chief Business Officer
EMAIL: contrerasj@cabrillo.k12.ca.us

Architect:

Quattrocchi Kwok Architects, Inc.
636 Fifth Street
Santa Rosa, CA 95404
ATTN: Aaron Jobson
EMAIL: aaronj@qka.com

With a Copy to:
Dannis Woliver Kelley
200 California Street, Suite 400
San Francisco, CA 94111
ATTN: Deidree Sakai, Esq.

Any notice personally given shall be effective upon receipt. Any notice sent by electronic mail shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

Article 28. Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises ("DVBEs") of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the "Act"). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, Architect, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount(s) intended to be paid to DVBEs in conjunction with the contract, and documentation demonstrating Architect's good faith efforts to meet these goals.

Article 29. District's Right to Audit

29.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

29.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.

29.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

29.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.

29.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.

29.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 30. Other Provisions

30.1. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

Article 31. Exhibits "A" through **"E"** attached hereto are hereby incorporated by this reference and made a part of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

CABRILLO UNIFIED SCHOOL DISTRICT

Date: _____, 2024

By: _____

Title: _____

QUATTROCCHI KWOK ARCHITECTS, INC.

Date: _____, 2024

By: _____

Title: _____

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

A. SCOPE OF PROJECT

1. Project Name: El Granada Elementary School, Phase Two - Modernization and Site Development as indicated in Master Plan, dated March 2021, and Annotated Master Plan Update, dated April 2023.

   Phase Two includes:

   - Modernization of approximately 12,000 SF one-story classroom and administration building;
   - Modernization of approximately 3,400 SF one-story library and classroom building;
   - Modernization of approximately 3,554 SF one-story kindergarten building;
   - Minor modernization of approximately 4,928 SF one-story multipurpose building;
   - Covered Outdoor area of approximately 2000 SF;
   - Adjacent site and courtyard paving and landscaping for classroom access and student gathering; and
   - Accessible ramp and improvements to an existing stair for additional site access from Santiago Avenue.

2. Construction Cost Budget: Seventeen Million Dollars ($17,000,000).

B. BASIC SERVICES

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.

2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing

such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.

3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,

   a. As-builts;

   b. Physical characteristics;

   c. Legal limitations and utility locations for the Project site(s);

   d. Written legal description(s) of the Project site(s);

   e. Grades and lines of streets, alleys, pavements, and adjoining property and structures;

   f. Adjacent drainage;

   g. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);

   h. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;

   i. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;

   j. Surveys, reports, as-built drawings, record drawings; and

   k. Subsoil data, chemical data, and other data logs of borings.

   Architect shall Visually Verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

   If Architect determines that the information or documentation the District provides is insufficient for purposes of design, or if Architect requires: a topographical survey; a geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, then, at the soonest possible time after Architect has become aware that this additional information is needed, the Architect shall request that the District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

4. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

C. EXCLUSIONS AND ASSUMPTIONS

The following items are excluded from Architect's Services under this Agreement as follows:

None.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

D. PRE-DESIGN AND START-UP SERVICES

1. Project Initiation

Upon final execution of the Agreement with the District, Architect shall:

a. Within the first week following execution of the Agreement, review the proposed Schedule of Services set forth in **Exhibit "C"** to the Agreement and prepare a detailed scope of work list and work plan for documentation to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for review and approval by the District and by all regulatory agencies and additional definition of deliverables.

b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2. Development of Architectural Program

Architect shall prepare for the District's review of an architectural program as follows:

a. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.

b. Review DSA codes pertaining to the proposed Project design.

c. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.

d. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.

e. Administer Project as required to coordinate work with the District and among Consultants.

f. Develop District standards for facilities and construction, including but not limited to designation of any material, product, thing or service by specific brand or trade name pursuant to Public Contract Code section 3400, subdivision (c).

3. **Construction Cost Budget**

a. Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget within the parameters of the Construction Budget established by the District for the Project. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural program as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:

(i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be approved by the District and its representatives.

(ii) Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute ("CSI") categories for buildings being modernized.

(iii) Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.

(iv) Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.

(v) One week prior to submittal of documents, Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

(vi) Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

b. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

4. **Presentation**

If requested, Architect, along with any involved consultant(s), shall present and review with the District and, if directed, with the District's Governing Board, the summary and detail of work involved in this Phase, including two-dimensional renderings of any proposed facility suitable for public presentation.

5. **Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District an electronic copy of the following items produced in this Phase:

a. Architectural Program (include comparison between developed program and "model" program, include narrative explaining any substantial deviations);

b. Site Plan;

c. revised Construction Cost Budget;

d. Schedule of Services;

e. meeting Reports/Minutes from the Kick-off and other meetings; and

f. renderings, if requested by District.

6. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

E. SCHEMATIC DESIGN PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.

2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

3. **Architectural**

    a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

    b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.

    c. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.

    d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.

    e. Identify code requirements, include occupancy classification(s) and type of construction.

4. **Structural**

    a. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists) with preliminary sizing identified.

    b. Identify foundation systems (including fill requirements, piles, caissons, spread footings) with preliminary sizing identified.

5. **Mechanical**

    a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.

b. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.

c. Show selected system on drawings as follows:

(i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.

(ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.

(iii) Schematic piping.

(iv) Temperature control zoning.

d. Provide design criteria to include the intent base of design for the Project.

e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

6. **Electrical**

a. Calculate overall approximate electrical loads.

b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.

c. Show system(s) selected on drawings as follows:

(i) Single line drawing(s) showing major distribution system.

(ii) Location and preliminary sizing of all major electrical systems and components including:

(A) Load centers.
(B) Main panels.
(C) Switch gear.

d. Provide design criteria to include the intent base of design for the Project.

e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

7. **Civil**

a. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.

b. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.

c. Coordinate finish floor elevations with architectural site plan.

8. **Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" and "Division 1" documents) as part of its Services under the Agreement.

9. **Construction Cost Budget**

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.

   (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.

c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

e. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

10. **Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

a. Construction Cost Budget as prepared for this Phase;

b. meeting reports/minutes;

c. Schematic Design Package with alternatives;

d. statement indicating changes made to the Architectural Program and Schedule; and

e. copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

11. **Presentation**

a. Architect shall present and review with the District the detailed Schematic Design.

b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

12. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

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F. DESIGN DEVELOPMENT PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of services:

1. **Architectural**

   a. Scaled, dimensioned floor plans with final room locations including all openings.

   b. 1/8" scale building sections showing dimensional relationships, materials and component relationships.

   c. Exterior elevations of all proposed new buildings, existing buildings to be renovated and all architectural elements of the Project.

   d. Identification of all fixed equipment to be installed in Project.

   e. Interior finishes identified and located within the rooms of all buildings.

   f. Site plan completely drawn with beginning notes and dimensions including grading and paving.

   g. Preliminary development of details and large scale blow-ups.

   h. Legend showing all symbols used on drawings.

   i. Floor plans identifying all fixed and major movable equipment and furniture.

   j. Further refinement of Outline Specifications for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.

   k. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:

      (i) Light fixtures.

      (ii) Ceiling registers or diffusers.

      (iii) Access Panels.

2. **Structural**

   a. Structural drawings with all major members located and sized.

   b. Establish final building and floor elevations.

   c. Preliminary specifications.

d. Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components.

e. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

3. **Mechanical**

a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.

b. Major mechanical equipment should be scheduled indicating size and capacity.

c. Ductwork and piping should be substantially located and sized.

d. Plumbing plans for the Project shall indicate numbers and locations of fixtures and be in conformance with the code-mandated fixture count requirements of the Project.

e. Devices in ceiling should be located.

f. Legend showing all symbols used on drawings.

g. More developed Outline Specifications indicating quality level and manufacture.

h. Control Systems identified.

i. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

4. **Electrical**

a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.

b. All major electrical equipment should be scheduled indicating size and capacity.

c. Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low-voltage system includes fire alarm system, security system, clock and public address system, bell system, voice-data system, and telecom/technology system.

d. Legend showing all symbols used on drawings.

e. More developed and detailed Outline Specifications indicating quality level and manufacture.

f. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

5. **Civil**

a. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.

b. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

6. **Bid Documents**

Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" documents and "Division 1" documents) as part of its Services under the Agreement.

7. **Construction Cost Budget**

a. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:

(i) Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, Contractor's mark-ups, and general conditions shall be listed separately.

(ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

(iii) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

b. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

8. **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

a. Design Development drawing set from all professional disciplines necessary to deliver the Project;

b. Specifications;

c. revised Construction Cost Budget; and

d. DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

9. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

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G. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work. All Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission.

1. **Construction Documents ("CD") 50% Stage:**

   a. **General**

   Verify lead times and availability of all Project equipment, materials, and supplies and ensure that all of these will be available to the Contractor in a timely fashion so as not to delay the Project.

   b. **Architectural**

   (i) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.

   (ii) Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.

   (iii) Architectural details and large blow-ups started.

   (iv) Well-developed finish, door, and hardware schedules.

   (v) Site utility plans started.

   (vi) Fixed equipment details and identification started.

   (vii) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

   c. **Structural**

   (i) Structural floor plans and sections with detailing well advanced.

   (ii) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.

   (iii) Completed cover sheet with general notes, symbols and legends.

   d. **Mechanical**

   (i) Mechanical calculations virtually completed with all piping and ductwork sized.

   (ii) Large scale mechanical details started.

(iii) Mechanical schedule for equipment substantially developed.

(iv) Complete design of Energy Management System ("EMS").

e. **Electrical**

(i) Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.

(ii) Distribution information on all power consuming equipment; lighting and device branch wiring development well started.

(iii) All electrical equipment schedules started.

(iv) Special system components approximately located on plans.

(v) Complete design of low-voltage system. Low-voltage system includes fire alarm system, security system, clock and public address system, voice-data system, and telecom/technology system.

f. **Civil**

All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents.

g. **Construction Cost Budget**

(i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by Project Bid Packages, if more than one.

(ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

(iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

(iv) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than five percent (5%) in the cost estimates.

h. **Specifications**

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment,

workmanship, quality and performance criteria required for the construction of the Project.

(i) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

(A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or

(B) The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400.

(ii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

(iii) Specifications shall be in CSI format.

i. **Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

(i) working drawings;

(ii) Specifications;

(iii) statement of requirements for testing and inspection of service for compliance with Contract Documents and applicable codes; and

(iv) statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

2. **Construction Documents – 100% / Completion Stage:**

a. **Architectural**

(i) Completed site plan.

(ii) Completed floor plans, elevations, and sections.

(iii) Architectural details and large blow-ups completed.

(iv) Finish, door, and hardware schedules completed, including all details.

(v) Site utility plans completed.

(vi) Fixed equipment details and identification completed.

(vii) Reflected ceiling plans completed.

b. **Structural**

(i) Structural floor plans and sections with detailing completed.

(ii) Structural calculations completed.

c. **Mechanical**

(i) Large scale mechanical details complete.

(ii) Mechanical schedules for equipment completed.

(iii) Completed electrical schematic for environmental cooling and exhaust equipment.

(iv) Complete energy conservation calculations and report.

d. **Electrical**

(i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

(ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

(iii) All electrical equipment schedules completed.

(iv) Special system components plans completed.

(v) Electrical load calculations completed.

e. **Civil**

All site plans, site utilities, parking and roadway systems completed.

f. **Construction Cost Budget**

(i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the fifty percent (50%) Construction Documents Phase revisions to the Construction Cost Budget.

(ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

(iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time,

Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

(iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

g. **Specifications**

(i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

(ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

(A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or

(B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.

(iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

(iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.

(v) Coordination of the Specifications with specifications developed by other disciplines.

(vi) Specifications shall be in CSI format.

h. **Constructability Review**

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

i. **Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

(i) working drawings;

(ii) Specifications;

(iii) engineering calculations;

(iv) Construction Cost Budgets;

(v) statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

(vi) DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and

(vii) statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

3. **Construction Documents Final Back-Check Stage:**

a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.

b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:

(i) Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/Consultant's State license stamp.

(ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.

c. Architect shall update and refine the Consultants' completed Contract Documents.

d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

4. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

H. BIDDING PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.

2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.

3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.

4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.

5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.

6. Attend bid opening.

7. Coordinate with Consultants.

8. Respond to District and potential bidder questions and clarifications.

9. Deliverables and Number of Copies

   Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

   a. meeting report/minutes from the kick-off meeting;

   b. meeting report/minutes from the pre-bid site walk; and

   c. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

I. CONSTRUCTION CONTRACT ADMINISTRATION PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Construction Contract Administration Phase services for the District as follows:

1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.

2. **Construction Oversight and Project Certification Process**

   a. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).

   b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.

   c. Prior to commencement of construction, Architect shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.

   d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.

   e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Architect or engineer or their qualified representative to observe construction.

   f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.

   g. Architect shall respond to DSA field trip notes as necessary.

   h. Architect shall submit an interim Verified Report (form DSA 6-AE or more current version) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.

   i. Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.

j. Architect shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Architect are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

3. **Change Orders**

a. Architect shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.

b. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Architect, which shall be provided at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

4. **Submittals**

a. Architect shall review and approve or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

b. Architect shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.

c. Architect's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of Contractor(s), while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This twenty-one (21)-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.

5. **RFIs.** During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response.

This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.

6. **Notices of Deficient Work**. On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall timely notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Architect may observe. However, Architect shall not be a guarantor of the Contractor's performance.

7. **As-Built Drawings.** Architect shall review and evaluate for District the Contractor(s)' documentation of the actual construction performed during the Project that the Contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor(s) on a Conforming Set.

8. **Record Drawings.** Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in .pdf format only – CADD and/or BIM drawings are not required, and it shall be a condition precedent to the District's approval of Architect's final payment. Architect may insert the following notice on the Record Drawings:

   > These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.

9. **O&M Manuals and Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.

10. **Start-up.** Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.

11. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

12. **Deliverables and Number of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

a. meeting report/minutes from the kick-off meeting;

b. observation reports; and

c. weekly meeting reports.

13. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

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J. CLOSE OUT PHASE

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:

   a. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.

   b. Architect shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.

   c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.

   d. Architect shall respond to the DSA "90-day" letter.

   e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.

   f. Architect shall prepare a set of Record Drawings for the Project, as required by the District.

   g. Architect shall review and prepare a package of all warranty and O&M documentation.

   h. Architect shall organize electronic files, plans and prepare a Project binder.

   i. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.

2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.

3. **Deliverables and Number of Copies**

   a. punch list; and

   b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of the District.

4. **Meetings**

   During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

K. MEETINGS / SITE VISITS / WORKSHOPS

1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below. Architect shall chair, conduct and take minutes of all coordination meetings with its Consultant(s) during the entire design phase. Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings.

2. **General Meeting, Site Visit, and Workshop Requirements**

   a. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or Contractors, as applicable.

   b. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.

   c. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.

   d. Each meeting may last up to a full day (eight (8) hours) and shall be held at the District office or at the Project site, unless otherwise indicated.

3. **Meetings During Project Initiation Phase**

   a. Within the first week following execution of the Agreement, Architect shall participate in one (1) Project kick-off meeting to determine the Project intent, scope, budget and timetable, which shall encompass the following:

      (i) Architect, its appropriate consultant(s), and District staff, shall attend the meeting.

      (ii) The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.

      (iii) During this meeting, Architect shall:

         (A) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.

         (B) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.

         (C) Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

(D) Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.

4. **Initial Site Visits**

   a. Architect shall visit the Project site to complete a visual inventory and documentation of the existing conditions.

5. **Meetings During Architectural Program**

   a. Architect shall conduct site visit/meeting(s) with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.

   b. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

6. **Meetings During Schematic Design Phase**

   a. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct design workshop(s) with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment ("CADD"). The District may, at its discretion, allow Architect to proceed with this meeting without using CADD. This workshop shall be ongoing and may include several meetings and shall not be concluded until each attendee has indicated his or her acceptance with the Architect's preliminary design. This workshop shall include the following:

      (i) Architect shall designate its team member duties and responsibilities.

      (ii) Architect and District shall review District goals and expectations.

      (iii) District shall provide input and requirements.

      (iv) Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.

      (v) Prepare and/or revise the scope of work list and general work plan from the Pre-Design Phase, for documentation in a computer-generated Project schedule.

      (vi) Establish methods to facilitate the communication and coordination efforts for the Project.

   b. Architect shall participate in meeting(s) as requested by District.

7. **Meetings During Design Development Phase**

   a. At the time designated for completion of the Design Development package, Architect shall conduct meeting(s), per package or submittal, with the District to review the following:

      (i) Present the Design Development package for review and comment to proceed with preparation of final plans and specification.

      (ii) Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.

   b. **Value Engineering Workshop**

      (i) Architect shall conduct value engineering workshop(s), as requested by the District, which shall include all of Architect's Consultant(s), the District, and the Construction Manager during the Design Development Phase. This workshop shall be ongoing and may include several meetings.

8. **Meetings During Construction Documents Phase**

   a. Prior to beginning work on the fifty percent (50%) design package, Architect shall conduct meeting(s), per package or submittal, with the District to revise the Design Development package and receive comments.

   b. At the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct meeting(s), per package or submittal, with the District to review the following:

      (i) Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specifications.

      (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

   c. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct meeting(s), per package or submittal, with the District to review the following:

      (i) Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specifications.

      (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

9. **Meetings During Bidding Phase**

   a. Attend and take part in meeting(s), per package or submittal, with all potential bidders, District staff, and Construction Manager.

b. Conduct kick-off meeting(s) with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

10. **Meetings During Construction Administration Phase (weekly Project meetings until entire Project is complete)**

    a. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the Contract Documents and to monitor the progress of the construction of the Project.

    b. Conduct weekly Project meetings with District staff to review with District staff the progress of the work. Architect agrees to attend weekly Project meetings, at no additional cost to the District, until the work of the Project is complete.

    c. Architect shall ensure that Consultant(s) visit the site in conformance with their agreement(s) and that Consultant agreements shall reference District requirements for Construction Phase services.

11. **Governing Board Meetings**

    Architect acknowledges that the District's Governing Board must approve all designs. Architect shall, at the District's direction, attend District Governing Board meeting(s) and present the Architect's design to the District's Governing Board for review and approval.

END OF EXHIBIT

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

A. Providing services as directed by the District that are not part of the Basic Services of this Agreement, or otherwise included within **Exhibit "A."**

B. Providing deliverables or other items in excess of the number indicated in **Exhibit "A**." Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A**,**"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.

C. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.

D. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.

E. Providing services made necessary by the default of Contractor(s).

F. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.

G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.

H. The following rates, which include overhead, administrative cost, and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

Job Title	**Hourly Rate**
Principal:	$240
Project Manager/Associate Director:	$225
Project Architect/Designer:	$220
Job Captain:	$210
Construction Administration Project Manager:	$220
Assistant Construction Administration Project Manager:	$200
Interior Designer:	$220
CADD/Drafting/BIM Modeler:	$195
Construction Administration Project Coordinator:	$185
Clerical:	$135
Consultants:	105% consultants' billed hourly rates

I. The mark-up on any approved reimbursable expenses – printing, plotting, mileage, and shipping – of Extra Services shall not exceed five percent (5%).

J. **Format and Content of Invoices** (Extra Services Only)

Architect acknowledges that the District requires Architect's invoices to include detailed explanations of the Services performed. For example, a six hour charge for "RFIs and CORs" is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	0.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	0.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

END OF EXHIBIT

EXHIBIT "C"

SCHEDULE OF SERVICES

A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Services on a monthly basis and deliver two (2) hard copies and one (1) electronic copy to the District along with the monthly billing.

B. Architect shall complete Services required under the Development of Architectural Program section within **TBD calendar days** after written authorization from the District to proceed.

C. Architect shall complete Services required under the Schematic Design Phase within **TBD calendar days** after written authorization from District to proceed.

D. Architect shall complete Services required under the Design Development Phase within **TBD calendar days** after receipt of a written authorization from District to proceed.

E. Architect shall complete Services required under Construction Documents Phase within **TBD calendar days** after written authorization from District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with DSA review the Construction Documents back-check stage.

1. 50% Submittal Package **TBD calendar days**
2. 100% Submittal Package **TBD calendar days**
3. Final Contract Documents after Final Back-Check Stage **TBD calendar days**

F. The durations stated above include the review periods of **TBD calendar days** required by the District.

G. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

END OF EXHIBIT

EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A**,**"** or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit "B**,**"** there shall be no payment for extra costs or expenses.

2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.

3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	**Phase Amount**
Pre-Design/Architectural Program Development Phase	In SD Phase
Schematic Design Phase	12.5%
Design Development Phase	17.5%
Construction Documents Phase-Submittal to DSA	35%
Approval by DSA	5%
Bidding Phase	2%
Construction Contract Administration Phase	23%
Close Out Phase, including punch list, M&O Documents, and receipt of DSA Close Out, including DSA approval of the final set of Record Drawings	5%
TOTAL BASE COMPENSATION	**100%**

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.

2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).

3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.

4. Upon receipt and approval of Architect's invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

   a. **Pre- Design/Architectural Program Development Phase:**

      Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.

   b. **For Schematic Design Phase:**

      Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

   c. **For Design Development Phase:**

      Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

   d. **For Construction Documents Phase:**

      Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

   e. **For Bidding Phase:**

      Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's award of the bid.

   f. **For Construction Contract Administration Phase:**

      Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's notice of completion.

   g. **For Close Out:**

      Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this Phase.

END OF EXHIBIT

EXHIBIT "E"

INSURANCE REQUIREMENTS

A. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.

B. Minimum Scope and Limits of Insurance: Coverage shall be at least as broad as the following scopes and limits:

1. **Commercial General Liability.** Five million dollars ($5,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Commercial Automobile Liability, Any Auto**. Four million dollars ($4,000,000) per accident for bodily injury and property damage.

3. **Workers' Compensation Liability**. For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy. Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

4. **Employers' Liability**. For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars ($1,000,000) per occurrence. Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

5. **Professional Liability**. This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for Three Million Dollars ($3,000,000) aggregate limit subject to no more than Seventy-Five Thousand Dollars ($75,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.

C. The District reserves the right to modify the limits and coverages described herein.

D. Deductibles and Self-Insured Retention: Architect shall inform the District in writing if any deductibles or self-insured retention exceeds seventy-five thousand dollars ($75,000). At the option of the District, either:

1. The District can accept the higher deductible;

2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or

3. Architect shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

F. Acceptability of Insurers: Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:

1. Accept the lower rating; or

2. Require Architect to procure insurance from another insurer.

G. Verification of Coverage: Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:

1. Certificates of insurance showing maintenance of the required insurance coverages; and

2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.

END OF EXHIBIT

CABRILLO UNIFIED SCHOOL DISTRICT

498 Kelly Avenue, Half Moon Bay, California 94019 • 650 712-7100 • Fax 650 726-0279 • www.cabrillo.k12.ca.us

SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Carmen Daniel
Kimberly Hines
Sophia Layne

MEMORANDUM

MEETING DATE: February 15, 2024
TO: Members of the Governing Board
FROM: Sean McPhetridge, Ed.D., Superintendent
CATEGORY: Action
ITEM TITLE: Selection of CSBA Delegates Assembly on Ballot for San Mateo County Sub-region 5-B

BACKGROUND INFORMATION

The California School Boards Association conducts annual elections in various regions to elect representatives to its State Delegate Assembly. The Cabrillo Unified School District is located in Sub-region 5-B (San Mateo County), and there are three candidates seeking to become delegates who will then serve two-year terms beginning April 1, 2024 - March 31, 2026. The candidates are listed below.

- Chelsea Bonini (San Mateo COE) (Incumbent)
- Sophia Layne (Cabrillo USD) (Incumbent)
- Patricia Murray (South San Francisco USD) (Incumbent)

REPORT/PROPOSAL

The Board may vote for up to three candidates, the number of seats to be filled in San Mateo County Sub-region 5-B. A copy of the ballot and the candidate's biographical sketches are included in this packet.

FISCAL ANALYSIS

There is no financial impact to the General Fund.

RECOMMENDATION

Select CSBA Delegates Assembly on Ballot for San Mateo County Sub-region 5-B.

csba

REQUIRES BOARD ACTION

January 31, 2024
MEMORANDUM

To: CSBA Member Boards and Even-numbered County Board Presidents and Superintendents
From: Albert Gonzalez, CSBA President
Re: 2024 Ballot for CSBA Delegate Assembly — **U.S. Postmark Deadline is Fri. March 15**

Enclosed is the ballot material for election to CSBA's Delegate Assembly from your region or subregion. It consists of: 1) the ballot (on red paper) listing the candidates, the reverse side of which contains the names of ALL current members of the Delegate Assembly from your region or subregion; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, provided is a copy of the ballot on white paper to include with your board agenda. **Only the ballot on red paper is to be completed and returned to CSBA. It must be postmarked by the U.S. Post Office on or before Friday, March 15, 2024.**

Your Board may vote for up to the number of seats to be filled in the region or subregion as indicated on the ballot. For example, if there are three seats up for election, the Board may vote for up to three candidates. However, your Board may cast no more than one vote for any one candidate. The ballot also contains a provision for write-in candidates; their name and district or county office must be clearly printed in the space provided.

The ballot must be signed by the Board President, Board Clerk, or Superintendent as a designee of the board, and returned in the enclosed envelope; if the envelope is misplaced, you may use your district's or county office's stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot). If there is a tie vote, a run-off election will be held, and ballots will need to be postmarked on or before April 30. Results will be published by May 11, 2024.

For County Boards of Education Only:

Per Standing Rule 52, in regions with more than one county, each county board of education has one vote to elect the county board member who represents the county board(s) in the region in the Delegate Assembly. One-county regions will appoint the county Delegate. Your county board may vote for only one candidate to fill the Delegate position representing the county boards within your region. Enclosed is the ballot material for election to CSBA's Delegate Assembly of the county board representative from

your region. It consists of 1) the ballot (on GREEN paper) listing the candidates, the reverse side of which contains the name of the current member of the Delegate Assembly representing the county boards in your region; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, also provided is a copy of the ballot on white paper to include with your board agenda. **Only the ballot on GREEN paper is to be completed and returned to CSBA. Like the ballot on red paper for the other Delegate seats in your region, it must be postmarked by the U.S. Post Office on or before Friday, March 15, 2024.**

The ballot on GREEN paper must be signed by the Board President, Board Clerk, or by the County Superintendent, as a designee of the board, and returned in the enclosed envelope. If the envelope is misplaced, you may use your county office's stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region number on the bottom left corner of the envelope (this number appears at the top of the ballot). If there is a tie vote, a run-off election will be held, and ballots will need to be postmarked by May 1. The results for the county board seat in each region will also be published by May 11, 2024.

All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2024 – March 31, 2026. The next meeting of the Delegate Assembly takes place on Saturday, May 19 and Sunday, May 20, 2024. Please do not hesitate to contact the Executive Office at nominations@csba.org should you have any questions.

Encs: Ballot on red paper and watermarked "copy" of ballot on white paper
Ballot on green paper and watermarked "copy" of ballot on white paper
List of all current Delegates on reverse side of ballot
Candidate(s)' required Biographical Sketch Forms and optional resumes
CSBA-addressed envelope to send back ballots

REQUIRES BOARD ACTION

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **FRIDAY, MARCH 15, 2024**. Only ONE Ballot per Board. Be sure to mark your vote "✕" in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2024 DELEGATE ASSEMBLY BALLOT
SUBREGION 5-B
(San Mateo County)

Number of seats: 3 (Vote for no more than 3 candidates)

Delegates will serve two-year terms beginning April 1, 2024 - March 31, 2026

**denotes incumbent*

☐ Chelsea Bonini (San Mateo COE)*

☐ Sophia Layne (Cabrillo USD)*

☐ Patricia Murray (South San Francisco USD)*

Provision for Write-in Candidate Name *School District*

Signature of Superintendent or Board Clerk *Title*

School District Name *Date of Board Action*

See reverse side for list of all current Delegates in your Region.

COPY

REGION 5 – 10 Delegates (7 elected/3 appointed◈)

Director: Alisa MacAvoy (Redwood City ESD)

Below is a list of all elected or appointed Delegates from this Region.

Subregion 5-A (San Francisco)

Vacant (San Francisco County USD)◈, appointed term expires 2024
Vacant (San Francisco County USD)◈, appointed term expires 2025
Vacant (San Francisco County USD)◈, appointed term expires 2025

Subregion 5-B (San Mateo)

Chelsea Bonini (San Mateo COE), term expires 2024
Heather Hopkins (Las Lomitas ESD), term expires 2025
Gregory Land (San Mateo Union HSD), term expires 2025
Sophia Layne (Cabrillo USD), term expires 2024
Patricia Murray (South San Francisco USD), term expires 2024
Kalimah Salahuddin (Jefferson Union HSD), term expires 2025

County Delegate:

Beverly Gerard (San Mateo COE), term expires 2025

Counties

San Francisco (Subregion A)
San Mateo (Subregion B)

COPY

Delegate Assembly
Biographical Sketch Form for 2024 Election

csba California School Boards Association

Deadline: Sunday, January 7, 2024 | No late submissions accepted

This form is required. An optional, one-page, single-sided, résumé may also be submitted. Do not state "see résumé." Do not re-type this form. Please submit completed form via e-mail to nominations@csba.org by no later than 11:59 p.m. on January 7, 2024. Forms may also be submitted via mail, to CSBA's Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2024. **It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline.**

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Chelsea M Bonini **Date:** 1/15/24

Name: Chelsea Bonini **CSBA Region & subregion #:** 5B

District or COE: San Mateo County Office of Education **Years on board:** 3

Profession: Attorney / Educator **Contact Number (☒ Cell ☐ Home ☐ Bus.):** 415-531-0508

Primary E-mail: cbonini@smcoe.org

Are you an incumbent Delegate? ☒ Yes ☐ No **If yes, year you became Delegate:** 2023 (appointed)

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

Im interested in continuing to serve as a delgate in Region 5B to provide valuable input on key issues as well as representation in my role as a County trustee and a former SMFCSD trustee. As an educator, attorney, County commissioner and education advocate I bring a multi-faceted perspective to discussions held at Delegate Assembly. I am involved, organized and always seeking input from others.

Please describe your activities and involvement on your local board, community, and/or CSBA.

On my County Board, I currently serve as Board President as well as on various subcommittees and liaison roles, including legislative, policy, SELPA, SMCSBA and more. Locally for SMCSBA, I am our Board's rep. and participate in planning events and advocacy efforts, including our 2024 Legislative Brunch + Dinner Mtg. in March 2024.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The current challenge for CSBA is to manage the integration of CCBE into its general program and member offerings following an abrupt decision to disband CCBE in Dec. 2023. This is an important upcoming process and ALL boards (Counties and LEAs) need to remain involved and be kept up-to-date on this. Other challenges include ensuring that a focus on better outcomes for all students (incl. SPED + SoP eligible students) remain a focus rather than constant focus on "encroachment."

View results

Respondent

30 Anonymous

13:06
Time to complete

1. I have been... *

- ○ Appointed
- ◉ Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected *

Sophia Layne

3. Full name *

Sophia Layne

4. Region/subregion *

5A

5. Name of District or COE *

Cabrillo Unified School District

6. Years on board *

7

7. Profession

Former biopharmaceutical director

8. Contact number *

415-846-1213

9. Primary email address *

sophia@willowisp.net

10. Are you an incumbent Delegate? *

- (●) Yes
- ( ) No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. *

It continues to be an honor to serve school districts in Region 5, as well as TK-12 public school students across California as a member of CSBA's Delegate Assembly. In addition to actively participating in twice-yearly delegate meetings to help continually refine CSBA's legislative platform, elect CSBA leadership, and ensuring CSBA activities effectively serve board members across our State, I have been selected to serve a second year as a member of the Legislative Committee, which similarly helps staff determine organizational sponsorship and positions on the slew of bills proposed in the Legislature each year. As a strategic thinker and tireless advocate for equity and excellence, it would be an honor to continue serving in this role!

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

I have been actively engaged on my local school board since 2016 -- through fiscal challenges, the COVID pandemic, various parcel tax and bond measure proposals, and now our first-ever student-centered strategic plan and workforce housing explorations, I believe collaborative leadership across our governance teams, with our partner agencies and non-profits, and perhaps most importantly, with families and students themselves, is key to improving outcomes over the years and generations to come.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

The vast majority of school board members take on these roles with the best intentions to help students succeed. While this can be very challenging given the realities of our logistical structures and political climates, CSBA is the primary source for keeping us informed, trained, and professionally aligned as we seek to make improvements both in our own individual districts as well as our colleagues' across California.

Delegate Assembly
Biographical Sketch Form for 2024 Election

csba
California School Boards Association

Deadline: Sunday, January 7, 2024 | No late submissions accepted

This form is required. An optional, one-page, single-sided, résumé may also be submitted. Do not state "see résumé." Do not re-type this form. Please submit completed form via e-mail to nominations@csba.org by no later than 11:59 p.m. on January 7, 2024. Forms may also be submitted via mail, to CSBA's Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2024. **It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline.**

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Patricia (Pat) Murray Date: 1/7/2024

Name: Patricia (Pat) Murray CSBA Region & subregion #: 5-B

District or COE: South San Francisco Unified School District Years on board: 7 years

Profession: Retired Contact Number (X Cell ☐ Home ☐ Bus.): (650) 291-5262

Primary E-mail: pmurray@ssfusd.org

Are you an incumbent Delegate? X Yes ☐ No If yes, year you became Delegate: 2023

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am humbly asking for your vote to serve you for another term as a delegate in Region 5-B. It has been a valuable (and much appreciated) experience, collaborating with other delegates from throughout the state to create a policy platform born of our shared values and diverse experiences.

I have also appreciated sharing the experiences, needs and concerns of my region and learning the same from others. This collaboration makes all of us and our Boards better.

I initially ran for the School Board to make sure that all students had an opportunity to succeed. The data in our district (and throughout the country) showed that some students outperform others based on whether English was their first language or what their race, ethnicity, socio-economic background and gender were. When we can determine ahead of time who will be successful in school, there's a problem. I will advocate for policies and policy changes that will improve the education that all California children receive while keeping equity as a focus.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have been on the SSFUSD Board of Trustees since 2016. I have served as trustee, clerk, vice president and president. I currently serve on our Policies Committee, and our Facilities Committee. I represent our Board (as a listener) on our Equity Committee made up of staff, community members and students.

I have been quite active in my community in South San Francisco, maintaining a strong relationship and constant communication with members of our city council. I have also represented our School District on the General Plan Committee, the District/City Sub-committee and as a commissioner on the SSF Commission on Racial and Social Equity.

I participated on a committee advocating for a more representative curriculum and endorsed changes to California's Ethnic Studies Model Curriculum.

I was on the $436m Measure T School Improvement Bond Committee that passed in November 2022.

I have attended every CSBA Educational Conference and Trade Show since 2016 and have enjoyed the many offerings, including the Orientation for New Trustees, Board President's Workshop, and the Legal Symposium. I was part of the Kent Awards Committee during the pandemic (which planned a virtual ceremony covering 2 years.) I

cont.

completed my Masters in Governance (MIG) in 2017. Our District works closely with CSBA and I attend our Board Workshops and Board Evaluations every 6 months.

As a delegate, I am a representative with the San Mateo School Board Association. Currently, I am on the planning committee for the SMCSBA Legislative Brunch.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The biggest challenge that governing boards are facing now is dealing with the aftermath of an international pandemic.

Although the pandemic is over, its impact on education can be felt everywhere. Both students and staff are trying to find a new, better, norm. Our students are behind academically, with some communities being impacted more than others. Attendance and graduation rates have plummeted. Social-emotional growth was delayed because of Distance Learning and lack of in-person contact. Depression and anxiety were on the rise before Covid, but mental health issues have been catapulted into a whole new realm.

I believe CSBA can help governing boards in a number of ways: They can provide updated, equitable policies. They can provide support with advocacy at the state legislative level for additional funds and grants to help mitigate the aftermath of Covid. They can provide Best Practices and classes on how to handle our new "issues".

I believe that CSBA is in a unique position to work with state legislators and governing boards to improve the challenges facing education in California. I would like to be a part of these changes.

CABRILLO UNIFIED SCHOOL DISTRICT

498 Kelly Avenue, Half Moon Bay, California 94019 • 650 712-7100 • Fax 650 726-0279 • www.cabrillo.k12.ca.us

SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Carmen Daniel
Kimberly Hines
Sophia Layne

MEMORANDUM

MEETING DATE: February 15, 2024
TO: Members of the Governing Board
FROM: Kimberly Hines, Board President
Sean McPhetridge, Ed.D., Superintendent
CATEGORY: Discussion
ITEM TITLE: Productive Governing Board Meeting Practices

BACKGROUND INFORMATION

The purpose of this agenda item is for the Governing Board to discuss ways to improve board meeting processes in terms of keeping meetings efficient enough to provide information while allowing the Board sufficient time to conduct the business of the District.

REPORT/PROPOSAL

Members of the Governing Board will be able to discuss their thoughts on productive meeting practices.

FISCAL ANALYSIS

There is no financial impact to the General Fund.

RECOMMENDATION

This is not an action item and is presented solely for the purpose of providing time for Board discussion.