



CHINO VALLEY
UNIFIED SCHOOL DISTRICT

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

BOARD OF EDUCATION AGENDA

January 21, 2021

BOARD OF EDUCATION

Donald L. Bridge
Andrew Cruz
Christina Gagnier
James Na
Joe Schaffer

Justin Rendon, Student Representative

SUPERINTENDENT

Norm Enfield, Ed.D.

5130 Riverside Drive. Chino. California 91710
www.chino.k12.ca.us

CHINO VALLEY UNIFIED SCHOOL DISTRICT
5130 Riverside Drive, Chino, CA 91710
REGULAR MEETING OF THE BOARD OF EDUCATION
5:00 p.m. - Closed Session • 6:00 p.m. - Regular Meeting
January 21, 2021

AGENDA

- The public is invited to address the Board of Education regarding items listed on the agenda. Comments on an agenda item will be accepted during consideration of that item, or prior to consideration of the item in the case of a closed session item. Persons wishing to address the Board are requested to complete and submit to the Administrative Secretary, Board of Education, a "Request to Speak" form available at the entrance to the Board room.
- In compliance with the Americans with Disabilities Act, please contact the Administrative Secretary, Board of Education, if you require modification or accommodation due to a disability.
- Agenda documents that have been distributed to members of the Board of Education less than 72 hours prior to the meeting are available for inspection at the Chino Valley Unified School District Administration Center, 5130 Riverside Drive, Chino, California, during the regular business hours of 7:30 a.m. to 4:30 p.m., Monday through Friday.
- Order of business is approximate and subject to change.

PUBLIC ADVISORY

The Chino Valley Unified School District Board of Education wishes to provide continuity of government and communication during the current pandemic. Pursuant to the March 17, 2020, Executive Order N-29-20 issued by Governor Newsom, the Board of Education strongly encourages members of the public to practice the guidelines associated with health and safety by limiting person-to-person contact that could spread the COVID-19 virus.

As such, for the public to view a live stream of the January 21 Board meeting, please visit the YouTube channel for Chino Valley Unified School District Board videos @ https://www.youtube.com/channel/UCWKinB4PTb_uskobmwBF8pw

If you would like to address the Board on an agenda item, you are encouraged to submit your comment by email to: boardsecretary@chino.k12.ca.us at the designated time. Email comments should be structured as follows:

- **State agenda item number**
- Name (Voluntary)
- Contact Information (Voluntary)
- Briefly state your written comment, and limit words to approximately 350

To give staff adequate time to process comments for consideration, please email your comments between 12:00 p.m. and 2:00 p.m. on Thursday, January 21, 2021. Comments will be shared via email with the Board of Education prior to the meeting. Only comments received by the designated timeframe on Thursday, January 21 and in accordance with Board Bylaw 9323—Meeting Conduct, will be read into the record.

The proceedings of this meeting are being recorded.

I. OPENING BUSINESS

I.A. CALL TO ORDER – 5:00 P.M.

1. Roll Call
2. Public Comment on Closed Session Items
3. Closed Session

Discussion and possible action (times are approximate):

- a. Conference with Legal Counsel Anticipated Litigation (Government Code 54594.5(c) and 54956.9(d)(2) and (e)(3)): One possible case. (Atkinson, Andelson, Loya, Ruud & Romo) (10 minutes)
- b. Conference with Legal Counsel Anticipated Litigation (Government Code 54956.9(d)(2) and (e)): One possible case. (Law Offices of Callas & Heise LLP) (10 minutes)
- c. Public Employee Discipline/Dismissal/Release (Government Code 54957): (10 minutes)
- d. Public Employee Appointment (Government Code 54957): Elementary School Principals. (10 minutes)
- e. Public Employee Performance Evaluation (Government Code 54957): Superintendent. (20 minutes)

I.B. RECONVENE TO REGULAR OPEN MEETING – 6:00 P.M.

1. Report Closed Session Action
2. Pledge of Allegiance

I.C. COMMENTS FROM STUDENT REPRESENTATIVE

I.D. COMMENTS FROM EMPLOYEE REPRESENTATIVES

I.E. COMMENTS FROM THE AUDIENCE ON ITEMS NOT ON THE AGENDA

I.F. CHANGES AND DELETIONS

II. INFORMATION

II.A. ADMINISTRATION

II.A.1. Revision Bylaws of the Board 9012—Board Member Electronic Communications

Page 13

Recommend the Board of Education receive for information the revision of Bylaws of the Board 9012—Board Member Electronic Communications.

II.A.2. Revision of Bylaws of the Board 9320—Meetings and Notices

Page 17

Recommend the Board of Education receive for information the revision of Bylaws of the Board 9320—Meetings and Notices.

II.B. BUSINESS SERVICES

II.B.1. 2019/2020 Independent Auditor’s Annual Financial Audit Report
Page 26 Recommend the Board of Education receive for information the 2019/2020 Independent Auditor’s Annual Financial Audit Report.

II.C. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT

II.C.1. Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for October Through December 2020
Page 27 Recommend the Board of Education receive for information the Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for October through December 2020.

II.D. FACILITIES, PLANNING, AND OPERATIONS

II.D.1. Measure G Financial/Performance Audit Report
Page 29 Recommend the Board of Education receive for information the Measure G Financial/Performance Audit Report.

III. ACTION

III.A. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT

III.A.1. Proclamation for National School Counseling Week, February 1–5, 2021 Motion ___ Second ___
Page 31 Preferential Vote: ___
Vote: Yes ___ No ___
Recommend the Board of Education adopt the proclamation for National School Counseling Week, February 1-5, 2021.

III.B. FACILITIES, PLANNING, AND OPERATIONS

III.B.1. Reimbursement Agreement Between the City of Chino and the Chino Valley Unified School District for Certain Chino HS Reconstruction Projects Off-Site Street, Pedestrian, and Utility Improvements Motion ___ Second ___
Page 33 Preferential Vote: ___
Vote: Yes ___ No ___
Recommend the Board of Education approve the Reimbursement Agreement between the City of Chino and the Chino Valley Unified School District for Certain Chino HS Reconstruction Project Off-Street, Pedestrian, and Utility Improvements.

III.B.2. Grant of Easement to the Monte Vista Water District—Briggs K-8

Page 113

Recommend the Board of Education approve the Grant of Easement to the Monte Vista Water District—Briggs K8.

Motion ___ Second ___
Preferential Vote: ___
Vote: Yes ___ No ___

III. CONSENT

Motion ___ Second ___
Preferential Vote: ___
Vote: Yes ___ No ___

III.A. ADMINISTRATION

III.A.1. Minutes of the December 14, 2020 Special Meeting, and December 17, 2020 Organizational Meeting

Page 119

Recommend the Board of Education approve the minutes of the December 14, 2020 special meeting, and December 17, 2020 organizational meeting.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register

Page 131

Recommend the Board of Education approve/ratify the warrant register, provided under separate cover.

III.B.2. Fundraising Activities

Page 132

Recommend the Board of Education approve/ratify the fundraising activities.

III.B.3. Donations

Page 134

Recommend the Board of Education accept the donations.

III.B.4. Legal Services

Page 136

Recommend the Board of Education approve payment for legal services to the law offices of Atkinson, Andelson, Loya, Ruud & Romo; and Margaret A. Chidester & Associates.

III.B.5. Signature Authorizations for Chino Valley Unified School District

Page 137

Recommend the Board of Education approve the signature authorizations for Chino Valley Unified School District.

III.C. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT

III.C.1. Chino Valley Unified School District 2020/2021 School Accountability Report Cards

Page 142

Recommend the Board of Education approve the Chino Valley Unified School District 2020/2021 School Accountability Report Cards.

III.C.2. Amendment to Local Agreement for Child Development Services CCTR 0193

Page 144

Recommend the Board of Education approve the amendment to Local Agreement for Child Development Services CCTR-0193.

III.C.3. 2021 Supplemental Summer Instruction Program and Special Education Extended School Year

Page 147

Recommend the Board of Education approve the 2021 Supplemental Summer Instruction Program and Special Education Extended School Year.

III.C.4. Articulation Agreement Between Mt. San Antonio College and Chino Valley Unified School District

Page 149

Recommend the Board of Education approve the Articulation Agreement between Mt. San Antonio College and Chino Valley Unified School District.

III.C.5. Resolution 2020/2021-22 Recognizing February as Career and Technical Education Month

Page 158

Recommend the Board of Education adopt Resolution 2020/2021-22 Recognizing February as Career and Technical Education Month.

III.C.6. Revision of Board Policy 5111.1 Students—District Residency

Page 161

Recommend the Board of Education approve the revision of Board Policy 5111.1 Students—District Residency.

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. Purchase Order Register

Page 166

Recommend the Board of Education approve/ratify the purchase order register, provided under separate cover.

III.D.2. Agreements for Contractor/Consultant Services

Page 167

Recommend the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.

III.D.3. Surplus/Obsolete Property

Page 170

Recommend the Board of Education declare the District property surplus/obsolete and authorize staff to sell/dispose of said property.

III.D.4. Notice of Completion for CUPCAA Project

Page 174

Recommend the Board of Education approve the Notice of Completion for CUPCAA Project.

III.D.5. Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 01)

Page 175

Recommend the Board of Education approve the Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 01).

- III.D.6. Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 02)**
Page 176
Recommend the Board of Education approve the Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 02).
- III.D.7. Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 05)**
Page 177
Recommend the Board of Education approve the Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 05).
- III.D.8. Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 08)**
Page 178
Recommend the Board of Education approve the Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 08).
- III.D.9. Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 10)**
Page 179
Recommend the Board of Education approve the Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 10).
- III.D.10. Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 18)**
Page 180
Recommend the Board of Education approve the Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 18).
- III.D.11. Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 03)**
Page 181
Recommend the Board of Completion approve the Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 03).
- III.D.12. Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 04)**
Page 185
Recommend the Board of Completion approve the Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 04).
- III.D.13. Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 06)**
Page 189
Recommend the Board of Completion approve the Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 06).
- III.D.14. Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 07)**
Page 193
Recommend the Board of Completion approve the Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 07).

- III.D.15. Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 09)**
Page 197
Recommend the Board of Completion approve the Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 09).
- III.D.16. Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 11)**
Page 201
Recommend the Board of Completion approve the Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 11).
- III.D.17. Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 12)**
Page 205
Recommend the Board of Completion approve the Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 12).
- III.D.18. Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 14)**
Page 209
Recommend the Board of Completion approve the Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 14).
- III.D.19. Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 15)**
Page 213
Recommend the Board of Completion approve the Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 15).
- III.D.20. Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 16)**
Page 217
Recommend the Board of Completion approve the Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 16).
- III.D.21. Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 17)**
Page 221
Recommend the Board of Completion approve the Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 17).
- III.D.22. Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 19)**
Page 225
Recommend the Board of Completion approve the Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 19).
- III.D.23. Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 20)**
Page 229
Recommend the Board of Completion approve the Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 20).

- III.D.24. Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Project (BP 09-05)**
Page 233
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Project (BP 09-05).
- III.D.25. Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Project (BP 10-01)**
Page 237
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Project (BP 10-01).
- III.D.26. Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Project (BP 22-01)**
Page 242
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Project (BP 22-01).
- III.D.27. Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Project (BP 32-01)**
Page 247
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Project (BP 32-01).
- III.D.28. Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 02)**
Page 252
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 02).
- III.D.29. Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 03)**
Page 256
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 03).
- III.D.30. Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 04)**
Page 260
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 04).
- III.D.31. Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 05)**
Page 264
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 05).
- III.D.32. Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 06)**
Page 268
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 06).

- III.D.33. Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 07)**
Page 272
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 07).
- III.D.34. Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 08)**
Page 276
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 08).
- III.D.35. Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 09)**
Page 280
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 09).
- III.D.36. Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 10)**
Page 284
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 10).
- III.D.37. Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 11)**
Page 288
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 11).
- III.D.38. Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 12)**
Page 292
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 12).
- III.D.39. Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 13)**
Page 296
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 13).
- III.D.40. Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 14)**
Page 300
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 14).
- III.D.41. Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 15)**
Page 304
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 15).

III.D.42. Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 16)

Page 308

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 16).

III.D.43. Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 17)

Page 312

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 17).

III.D.44. Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 18)

Page 316

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 18).

III.D.45. Request for Proposals 20-21-03, Charter Bus Services

Page 320

Recommend the Board of Education award RFP 20-21-03, Charter Bus Services to Santa Barbara Transportation Corp. dba Student Transportation of America and Bus.Com, Inc. in addition to the companies previously awarded on November 5, 2020.

III.E. HUMAN RESOURCES

III.E.1. Certificated/Classified Personnel Items

Page 322

Recommend the Board of Education approve/ratify the certificated/classified personnel items.

III.E.2. Rejection of Claim

Page 328

Recommend the Board of Education reject the claim and refer it to the District's insurance adjuster.

IV. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

V. ADJOURNMENT

Prepared by: Patricia Kaylor, Administrative Secretary, Board of Education
Date posted: January 15, 2021

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
SUBJECT: REVISION OF BYLAWS OF THE BOARD 9012—BOARD MEMBER ELECTRONIC COMMUNICATIONS

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BACKGROUND

Board policies, administrative regulations, and Bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice. Bylaws of the Board 9012—Board Member Electronic Communications is being updated to clarify that electronic communications should not be used as a means to restrict access to a public forum, that meeting locations include teleconference locations, and that the prohibition against serial meetings includes a series of communications directly or through intermediaries. Bylaw reflects NEW LAW (AB 992, 2020) which authorizes board members to engage in separate conversations or communications on social media platforms that are open and accessible to the public as long as a majority of the board does not use the platform to discuss among themselves business within the subject matter jurisdiction of the board, board members do not respond directly to any communication from other board members, and board members do not comment on or use digital icons to express reactions to communications made by other board members. Bylaw also references court decisions which clarify that a public official's social media account which includes discussion of public business may be considered a public forum from which the official cannot exclude access or comments by members of the public based on viewpoint.

New language is provided in UPPER CASE while old language to be deleted is ~~lined through~~.

Consideration of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education receive for information the revision of Bylaws of the Board 9012—Board Member Electronic Communications.

FISCAL IMPACT

None.

BOARD MEMBER ELECTRONIC COMMUNICATIONS

The Board of Education recognizes that electronic communication is an efficient and convenient way for Board members to communicate and expedite the exchange of information within the District and with members of the public. Board members shall exercise caution ~~so~~as to ensure that electronic communications are not used as a means for the Board to deliberate outside of an agendized Board meeting nor to circumvent the public's right to access records regarding District business, OR RESTRICT ACCESS TO A PUBLIC FORUM.

(cf. 1100 - Communication with the Public)
(cf. 9000 - Role of the Board)
(cf. 9322 - Agenda/meeting Materials)

A majority of the Board shall not, outside of an authorized meeting, use a series of electronic communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

(cf. 9320 - Meetings and Notices)

Examples of permissible electronic communications concerning District business include, but are not limited to, dissemination of Board meeting agendas and agenda packets, reports of activities from the Superintendent, and reminders regarding meeting times, dates, and places.

BOARD MEMBERS MAY ENGAGE IN SEPARATE CONVERSATIONS OR COMMUNICATIONS WITH MEMBERS OF THE PUBLIC ON A SOCIAL MEDIA PLATFORM TO ANSWER QUESTIONS, PROVIDE INFORMATION, OR SOLICIT INFORMATION REGARDING A MATTER THAT IS WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD, AS LONG AS A MAJORITY OF THE BOARD DOES NOT USE THE PLATFORM TO DISCUSS AMONG THEMSELVES ANY BUSINESS OF A SPECIFIC NATURE THAT IS WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD. A BOARD MEMBER IS PROHIBITED FROM RESPONDING DIRECTLY TO ANY COMMUNICATION FROM OTHER BOARD MEMBERS REGARDING MATTERS THAT ARE WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD OR USING DIGITAL ICONS (E.G., "LIKES" OR EMOJIS) TO EXPRESS REACTIONS TO COMMUNICATIONS MADE BY OTHER BOARD MEMBERS. (Government Code 54952.2)

WHENEVER A BOARD MEMBER USES A SOCIAL MEDIA PLATFORM TO COMMUNICATE WITH THE PUBLIC ABOUT DISTRICT BUSINESS OR BOARD ACTIVITIES, THE BOARD MEMBER SHALL NOT BLOCK ACCESS TO A MEMBER OF THE PUBLIC BASED ON THE VIEWPOINT EXPRESSED BY THAT INDIVIDUAL.

BOARD MEMBER ELECTRONIC COMMUNICATIONS (cont.)

~~In addition,~~ Board members may use electronic communications to discuss matters that do not pertain to District business, regardless of the number of Board members participating in the discussion.

Board members shall make every effort to ensure that their electronic communications conform to the same standards and protocols established for other forms of communication. A Board member may respond, as appropriate, to an electronic communication received from a member of the community and should make clear that his/her response does not necessarily reflect the views of the Board as a whole. Any complaint or request for information should be forwarded to the Superintendent in accordance with Board bylaws and protocols so that the issue may receive proper consideration and be handled through the appropriate District process. As appropriate, communication received from the media shall be forwarded to the designated District spokesperson.

(cf. 1112 - Media Relations)
 (cf. 1312.1 - Complaints Concerning District Employees)
 (cf. 1312.2 - Complaints Concerning Instructional Materials)
 (cf. 1312.3 - Uniform Complaint Procedures)
 (cf. 1312.4 - Williams Uniform Complaint Procedures)
 (cf. 3320 - Claims and Actions against the District)
 (cf. 9005 - Governance Standards)
 (cf. 9121 - Board President)
 (cf. 9200 - Limits of Board Member Authority)

To the extent possible, electronic communications regarding any District-related business shall be transmitted through a District-provided device or account. When any such communication is transmitted through a Board member's personal device or account, he/she shall copy the communication to a district electronic storage device for easy retrieval.

(cf. 1340 - Access to District Records)
 (cf. 3580 - District Records)

Legal Reference:EDUCATION CODE

35140 Time and place of meetings

35145 Public meetings

35145.5 Agenda; public participation; regulations

35147 Open meeting law exceptions and applications

GOVERNMENT CODE

6250-6270 California Public Records Act

11135 State programs and activities, discrimination

54950-54963 The Ralph M. Brown Act, especially:

54952.2 Meeting, defined

54953 Meetings to be open and public; attendance

BOARD MEMBER ELECTRONIC COMMUNICATIONS (cont.)

54954.2 Agenda posting requirements, board actions

COURT DECISIONS

Garnier v. Poway Unified School District, No. 17-cv-2215-W (JLB), 2019 WL 4736208 (S.D. Cal. September 26, 2019)

Knight First Amendment Institute at Columbia University v. Trump, 928 F.3d 226 (2019)

City of San Jose v. Superior Court (2017) 2 Cal.5th 608

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, rev. 2019

Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications, March 2017

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, 2003

WEBSITES

California School Boards Association: www.csba.org

California School Boards Association, GAMUT Meetings:

www.csba.org/ProductsAndServices/AllServices/GamutMeetingsPolicy

California Attorney General's Office: oag.ca.gov

Chino Valley Unified School District

Bylaw adopted: May 7, 2009

Revised: August 17, 2017

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
SUBJECT: REVISION OF BYLAWS OF THE BOARD 9320—MEETINGS AND NOTICES

=====

BACKGROUND

Board policies, administrative regulations, and Bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice. Bylaws of the Board 9320—Meetings and Notices is being updated to clarify that meeting locations include teleconference locations and reflect new law (AB 992, 2020), which authorizes board members to engage in separate conversations or communications on social media platforms that are open and accessible to the public as a long as a majority of the board does not use the platform to discuss among themselves business within the subject matter jurisdiction of the board, board members do not respond directly to any communication from other board members, and board members do not comment on or use digital icons to express reactions to communications made by other board members. The Bylaw is also updated to clarify the vote requirements for holding a closed session during an emergency meeting and for adjourning or continuing a board meeting to a later time or location.

New language is provided in UPPER CASE while old language to be deleted is ~~lined through~~.

Consideration of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education receive for information the revision of Bylaws of the Board 9320—Meetings and Notices.

FISCAL IMPACT

None.

NE:pk

MEETINGS AND NOTICES

Meetings of the Board of Education are conducted for the purpose of accomplishing District business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's Bylaws, policies, and administrative regulations.

(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9322 - Agenda/Meeting Materials
(cf. 9323 - Meeting Conduct)

A Board meeting exists whenever a majority of Board members gather at the same time and place LOCATION, INCLUDING TELECONFERENCE, to hear, discuss or deliberate, OR TAKE ACTION upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. However, an employee or District official may engage in separate conversations with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or District official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

(cf. 9012 - Board Member Electronic Communications)

In order to help ensure THE participation in the meeting by OF disabled individuals WITH DISABILITIES AT BOARD MEETINGS, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1, 54954.2)

Regular Meetings

The Board shall hold one or two regular meeting(s) each month, with the exception of July and August, which have one meeting per month. Regular meetings shall be held at 6:00 p.m. on the first and/or third Thursdays of the month at 5130 Riverside Drive, Chino, unless otherwise posted.

The Board shall adjourn its meetings no later than 9:00 p.m. A meeting may be extended to no later than 9:30 p.m. by Board action.

MEETINGS AND NOTICES (cont.)

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the District's website. (Government Code 54954.2)

(cf. 1113 - District and School Websites)

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose. (Government Code 54957.5)

(cf. 1340 - Access to District Records)

Special Meetings

Special meetings of the Board may be called by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, Assistant Superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

(cf. 2121 - Superintendent's Contract)

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice shall be received at least 24 hours before the time of the meeting. The notice also shall be posted on the district's internet website. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and place of the meeting and the business to be transacted or discussed. No other business shall be considered at these meetings. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all

MEETINGS AND NOTICES (cont.)

other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An emergency situation means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board

(cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)

2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist activity, or threatened terrorist act that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification must be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. (Government Code 54956.5) In the case of a dire emergency, the Board president shall give such notice at or near the time he/she notifies the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

Adjourned/continued Meetings

~~A majority vote by~~ The Board may adjourn/continue any regular or special meeting to a later time and place that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. (Government Code 54955)

MEETINGS AND NOTICES (cont.)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss the Board roles and relationships.

(cf. 2000 - Concepts and Roles)
(cf. 2111 - Superintendent Governance Standards)
(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9400 – Board Self-Evaluation)

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within District boundaries. Action items shall not be included on the agenda for these meetings.

Other Gatherings

Attendance by a majority of the Board members at any of the following events is not subject to state open meeting laws provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school boards
2. An open, publicized meeting organized by a person or organization other than the District to address a topic of local community concern
3. An open and noticed meeting of another body of the district
4. An open and noticed meeting of a legislative body of another local agency
5. A purely social or ceremonial occasion

MEETINGS AND NOTICES (cont.)

6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

(cf. 9130 - Board Committees)

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135., ~~including, but not limited to, religion, sex, or sexual orientation.~~ In addition, meetings shall not be held in a facility which is inaccessible to disabled persons or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

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

Meetings shall be held within District boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order, or to attend a judicial or administrative proceeding to which the District is a party
2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law
4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district
5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
6. Meet in or near a facility owned by the district but located outside the District, provided the meeting is limited to items directly related to that facility

MEETINGS AND NOTICES (cont.)

7. Visit the office of the District's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. Attend conferences on non-adversarial collective bargaining techniques
9. Interview residents of another district regarding the Board's potential employment of an applicant for superintendent of the district
10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, specified in items # 1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a place designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within District boundaries. (Government Code 54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)

All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

MEETINGS AND NOTICES (cont.)

All Board policies, administrative regulations and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.

Legal Reference:

EDUCATION CODE

- 35140 Time and place of meetings
- 35143 Annual organizational meeting, date, and notice
- 35144 Special meeting
- 35145 Public meetings
- 35145.5 Agenda; public participation; regulations
- 35146 Closed sessions in connection with a student
- 35147 Open meeting law exceptions and applications

GOVERNMENT CODE

- 3511.1 Local agency executives
- 11135 State programs and activities; prohibition of discrimination
- 54950-54963 The Ralph M. Brown Act, especially:
 - 54953 Meetings to be open and public; attendance
 - 54954 Time and place of regular meetings
 - 54954.2 Agenda posting requirements, board actions
- 54956 Special meetings; call; notice
- 54956.5 Emergency meetings

UNITED STATES CODE, TITLE 42

- 12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

- 35.160 Effective communications for individuals with disabilities
- 36.303 Auxiliary aids and services for individuals with disabilities

COURT DECISIONS

Garnier v. Poway Unified School District, No. 17-cv-2215-W (JLB), 2019 WL 4736208 (S.D. Cal. September 26, 2019)

Knight First Amendment Institute at Columbia University v. Trump, 928 F.3d 226 (2019)

Wolfe v. City of Fremont, (2006) 144 Cal.App. 4th 54433

ATTORNEY GENERAL OPINIONS

- 88 Ops.Cal.Atty.Gen. 218 (2005)
- 84 Ops.Cal.Atty.Gen. 181 (2001)
- 84 Ops.Cal.Atty.Gen. 30 (2001)
- 79 Ops.Cal.Atty.Gen. 69 (1996)
- 78 Ops.Cal.Atty.Gen. 327 (1995)

Management Resources:

CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, rev. 2019

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

The ABCs of Open Government Laws

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

Open and Public IV: A Guide to the Ralph M. Brown Act, 2nd Ed., 2010

MEETINGS AND NOTICES (cont.)

WEBSITES

California School Boards Association: www.csba.org

California School Boards Association, GAMUT Meetings:

www.csba.org/ProductsAndServices/AllServices/GamutMeetingsPolicy

California Attorney General's Office: oag.ca.gov/home

Institute for Local Government: www.ca-ilg.org

League of California Cities: <http://www.cacities.org>

Chino Valley Unified School District

Bylaw adopted: August 17, 1995

Revised: May 20, 1999

Revised: July 15, 1999

Revised: July 17, 2003

Revised: November 6, 2008

Revised: October 20, 2011

Revised: April 5, 2012

Revised: August 15, 2019

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Liz Pensick, Director, Fiscal Services
SUBJECT: 2019/2020 INDEPENDENT AUDITOR’S ANNUAL FINANCIAL AUDIT REPORT

=====
BACKGROUND

Education Code 41020 states the Governing Board of each school district must provide an annual audit of all funds under the jurisdiction and control of the District.

Education Code 41020 further requires that not later than December 15 of each year, a copy of the annual audit report for the prior year be filed with the County Superintendent of Schools, the State Department of Education, and the State Controller’s Office.

By January 31 of each year, the Board of Education must review the annual audit for the prior year at a public meeting. The Annual Audit Report has been provided under separate cover.

Consideration of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education receive for information the 2019/2020 Independent Auditor’s Annual Financial Audit Report.

FISCAL IMPACT

None.

NE:SHC:LP:lf

Chino Valley Unified School District

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DATE: January 21, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
SUBJECT: **WILLIAMS SETTLEMENT LEGISLATION QUARTERLY UNIFORM COMPLAINT REPORT SUMMARY FOR OCTOBER THROUGH DECEMBER 2020**

=====

BACKGROUND

In accordance with the Williams settlement legislation, Education Code 35186 states that the Superintendent or designee shall report summarized data on the nature and resolution of all Williams related complaints to the Board of Education and the San Bernardino County Superintendent of Schools on a quarterly basis. Williams related complaints are complaints specific to 1) insufficiency of instructional materials, 2) unsafe facilities, or 3) teacher vacancy or misassignment. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. These summaries shall be publicly reported on a quarterly basis at a regularly scheduled board meeting.

Consideration of this item supports the goals identified within the District's Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education receive for information the Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for October through December 2020.

FISCAL IMPACT

None.

NE:LF:rtr

Williams Settlement Legislation
Quarterly Uniform Complaint Report Summary
For submission to school district governing board and county office of education

District Name: Chino Valley Unified School District

Quarter covered by this report: October 2020 – December 2020

Please fill in the following table. Enter 0 in any cell that does not apply.

	Number of complaints received in quarter	Number of complaints resolved	Number of complaints unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Misassignments	0	0	0
Totals	0	0	0

Submitted by: Lea Fellows

Title: Assistant Superintendent, Curriculum, Instruction, Innovation, and Support

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: MEASURE G FINANCIAL/PERFORMANCE AUDIT REPORT

=====

BACKGROUND

On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools and Financial Accountability Act. Proposition 39 amended portions of the California Constitution to provide for the issuance of general obligation bonds by school districts, community college districts, or county offices of education, "for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of rental property for school facilities", upon approval by 55 percent of the electorate. In addition to reducing the approval threshold from two-thirds to 55 percent, Proposition 39 and the enacting legislation (AB 1908 and AB 2659) requires the following accountability measures as codified in Education Code sections 15278-15282:

1. Requires that the proceeds from the sale of the bonds be used only for the purposes specified in Article XIII A, Section 1(b)(3)(C) of the California Constitution, and not for any other purpose, including teacher and administrator salaries and other school operating expenses.
2. The school district must list the specific school facilities projects to be funded in the ballot measure, and must certify that the governing board has evaluated safety, class size reduction and information technology needs in developing the project list.
3. Requires the school district to appoint a Citizens' Oversight Committee.
4. Requires the school district to conduct an annual independent financial audit and performance audit in accordance with the Government Auditing Standards issued by the comptroller general of the United States of the bond proceeds until all of the proceeds have been expended.

5. Requires the school district to conduct an annual independent performance audit to ensure that the funds have been expended only on the specific projects listed.

The objectives of the financial/performance audit are twofold:

1. Determine whether expenditures charged to the building fund have been made in accordance with the bond project list approved by the voters through the approval of Measure G.
2. Determine whether salary transactions charged to the building fund were in support of Measure G and not for District general administration or operations.

The Board of Education must review the annual audit for the prior year at a public meeting. The Annual Audit Report has been provided under separate cover.

Consideration of this item supports the goals identified within the District's Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education receive for information the Measure G Financial/Performance Audit Report.

FISCAL IMPACT

None.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Grace Park, Ed.D., Associate Superintendent, Curriculum, Instruction, Innovation, and Support
Julian A. Rodriguez, Ed.D., Director, Secondary Curriculum and Instruction

SUBJECT: PROCLAMATION FOR NATIONAL SCHOOL COUNSELING WEEK, FEBRUARY 1 – 5, 2021

=====

BACKGROUND

National School Counseling Week, sponsored by the American School Counselor Association, will be celebrated from February 1 – 5, 2021, to focus public attention on the unique contribution professional school counselors provide within U.S. school systems. National School Counseling Week highlights the tremendous impact school counselors have in helping students achieve school success and plan for a career.

This special week provides recognition for school counselors who implement comprehensive school counseling programs.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education adopt the proclamation for National School Counseling Week, February 1 – 5, 2021.

FISCAL IMPACT

None.

NE:GP:JAR:smr

**Chino Valley Unified School District
Proclamation
National School Counseling Week
February 1 – 5, 2021**

WHEREAS, school counselors are employed in public and private schools to help students reach their full potential;

WHEREAS, school counselors are actively committed to helping students explore their abilities, strengths, interests, and talents as these traits relate to career awareness and development;

WHEREAS, school counselors help parents focus on ways to further the educational, personal, and social growth of their children;

WHEREAS, school counselors work with teachers and other educators to help students explore their potential and set realistic goals for themselves;

WHEREAS, school counselors seek to identify and utilize community resources that can enhance and complement comprehensive school counseling programs and help students become productive members of society; and

WHEREAS, comprehensive developmental school counseling programs are considered an integral part of the educational process that enables all students to achieve success in school.

NOW, THEREFORE, BE IT RESOLVED the Board of Education of the Chino Valley Unified School District does hereby proclaim February 1 – 5, 2021, as National School Counseling Week.

Norm Enfield, Ed.D., Superintendent
Secretary, Board of Education

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: January 21, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
SUBJECT: **REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF CHINO AND THE CHINO VALLEY UNIFIED SCHOOL DISTRICT FOR CERTAIN CHINO HS RECONSTRUCTION PROJECT OFF-SITE STREET, PEDESTRIAN, AND UTILITY IMPROVEMENTS**

=====

BACKGROUND

As part of the current Chino HS Reconstruction project, there are certain off-site street, pedestrian, and utility improvements that are required to be completed. These improvements will benefit the city of Chino and the neighboring Chino HS community.

The improvements will be bid by the school District and the work will be completed by contractors as awarded. The cost of the improvements will be shared by both entities. The city of Chino will reimburse the District for their share of the costs through the reimbursement agreement.

Approval of this item supports the goals identified within the District's Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Reimbursement Agreement between the City of Chino and the Chino Valley Unified School District for Certain Chino HS Reconstruction Project Off-Site Street, Pedestrian, and Utility Improvements.

FISCAL IMPACT

None.

NE:GJS:pw

REIMBURSEMENT AGREEMENT
BETWEEN
CITY OF CHINO
AND THE CHINO VALLEY UNIFIED SCHOOL DISTRICT
FOR CERTAIN CHINO HIGH SCHOOL RECONSTRUCTION PROJECT OFF-SITE
STREET, PEDESTRIAN, AND UTILITY IMPROVEMENTS

This Agreement (“AGREEMENT”) is made and entered as of this _____ day of _____, 2021, by and between the CITY OF CHINO, a California general law city, hereinafter referred to as "CITY," and the CHINO VALLEY UNIFIED SCHOOL DISTRICT, a California public school district, hereinafter referred to as "DISTRICT." The DISTRICT and CITY may be referred to herein individually as “party,” or collectively as “parties.”

RECITALS

WHEREAS, the CITY desires to complete off-site street, pedestrian, and utility improvements (“CITY PROJECT”) adjacent to the DISTRICT’s Chino High School, located at or near 5472 Park Place, Chino, California 91710, on real property identified as San Bernardino County Assessor Parcel Nos. 1015-401-01-0000, 1015-581-01-0000, 1015-591-01-0000, and 1015-591-02-0000 (“CHINO HIGH SCHOOL”); and

WHEREAS, the CITY PROJECT more specifically includes, but may not necessarily be limited to, the construction or installation of directional accessible curb ramps, pedestrian crossing access at driveways, high visibility cross walks, curb, gutter, and sidewalk replacement, street lights, pavement rehabilitation, and signing and striping, as more specifically highlighted in Exhibit 1, which is attached hereto and incorporated herein by this reference; and

WHEREAS, the DISTRICT is in the process of performing its construction of the Chino High School Reconstruction Project (“DISTRICT PROJECT”) at CHINO HIGH SCHOOL, which will include the reconstruction of the academic core of the Chino High School campus, including, but not necessarily limited to, the phased demolition of old and construction of new buildings and sports facilities, as well as the addition of a new main campus entry and drop-off/pick-up zone on the north side of the campus along Jefferson Avenue; and

WHEREAS, the parties have determined that it would be more efficient for the DISTRICT, rather than the CITY, to carry out the design and construction of the CITY PROJECT due to the nature of that project as compared to comparable work that will be performed for the DISTRICT PROJECT; and

WHEREAS, the CITY is amenable to the construction of the CITY PROJECT by the DISTRICT at the DISTRICT's cost, which cost is to be reimbursed to the DISTRICT by the CITY as provided herein; and

WHEREAS, the DISTRICT is amenable to carrying out the design and construction of the CITY PROJECT and represents that it shall cause its contractors to fully comply with all laws, ordinances, rules and regulations in the construction thereof, as provided herein; and

WHEREAS, all of the off-site construction and completed improvements included as the CITY PROJECT shall be the property of the CITY, in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, the CITY and DISTRICT agree that, in addition to the actual costs of construction, the DISTRICT shall be reimbursed by the CITY for the DISTRICT's costs associated with the design, construction management, inspection, and related permit fees and costs associated with the CITY PROJECT.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises and covenants hereinafter set forth, DO AGREE AS FOLLOWS:

AGREEMENT

SECTION 1. CITY PROJECT. The DISTRICT agrees to initiate and pursue to completion, along with its construction of the DISTRICT PROJECT, the construction of the CITY PROJECT as shown on plans and specifications the ("PLANS AND SPECIFICATIONS") incorporated by reference for the DISTRICT PROJECT, and the CITY agrees to cooperate with the DISTRICT with respect to the construction and schedules for completion of the CITY PROJECT.

SECTION 2. DESIGN AND CONSTRUCTION MANAGEMENT COSTS. In addition to any other reimbursable costs provided herein, the CITY shall reimburse the DISTRICT for the CITY's share of the costs of design of the CITY PROJECT and the construction management associated with the construction of the CITY PROJECT. Such amounts shall be based on the CITY's actual pro-rata share of the DISTRICT's design and construction management costs arising in connection with the DISTRICT's Agreement for Architectural Services (hereinafter,

“DESIGN SERVICES” and “DESIGN SERVICES AGREEMENT) with WLC Architects dated January 1, 2014, which is attached hereto as Exhibit 2 and incorporated herein by this reference, and Construction Management Services Agreement (hereinafter, “CM SERVICES” and “CM SERVICES AGREEMENT”) with Balfour Beatty Construction LLC, which is attached hereto as Exhibit 3 and incorporated herein by this reference. For both DESIGN SERVICES and CM SERVICES, the CITY’s pro-rata share (“CITY SHARE”) shall generally be based on a percentage allocation determined by comparing the actual construction costs for the CITY PROJECT, as determined in Sections 4 and 5 herein, and the total construction cost of the CITY PROJECT and DISTRICT PROJECT combined (hereinafter, “TOTAL CONSTRUCTION COST”), also determined based on the bidding and change order processes contemplated in Sections 4 and 5 herein. Reimbursement shall be determined as follows:

- (a). For DESIGN SERVICES, the CITY’s costs shall be determined based (1) on the CITY SHARE of the Architect’s Fee and Phase/Funding Schedules calculated pursuant to Article VIII(A) and Exhibit C of the DESIGN SERVICES AGREEMENT; and (2) any costs incurred pursuant to Article VIII(B) and (C) of the DESIGN SERVICES AGREEMENT attributable to the CITY PROJECT; and
- (b). For CM SERVICES, the CITY’s costs shall be determined based on (1) the CITY SHARE of the Basic Service Fee calculated in Section 4.1.1 of the CM SERVICES AGREEMENT based on the TOTAL CONSTRUCTION COST; (2) the CITY SHARE of the per month General Condition Cost calculated in Section 4.1.2 of the CM SERVICES AGREEMENT; (3) any additional compensation calculated and/or payable pursuant to Section 4.2.4 of the CM SERVICES AGREEMENT attributable to the CITY PROJECT; and (4) any inspection costs associated with the inspection of the CITY PROJECT.

SECTION 3. PLANS. The DISTRICT agrees that the CITY PROJECT shall be completed pursuant to CITY-approved PLANS AND SPECIFICATIONS. The CITY PROJECT shall be contracted by the DISTRICT together with the DISTRICT’s non-reimbursable work (i.e., the DISTRICT PROJECT) to be completed by the DISTRICT pursuant to plans prepared by the DISTRICT’s architect.

SECTION 4. BIDDING AND AWARD. The parties agree that the construction of the CITY PROJECT shall be included in the DISTRICT’s proposed DISTRICT PROJECT plans. The DISTRICT will award a construction contract, which may include the CITY PROJECT, to the

lowest responsive, responsible bidder, pursuant to its statutory obligations per Public Contract Code Section 20111 or otherwise. Upon opening of bids by the DISTRICT, the DISTRICT will submit a spreadsheet summary of the bids to the CITY for its review and written approval. The DISTRICT agrees that the bid prices received shall be subject to the review and written approval of the CITY before the DISTRICT's award of a construction contract. Should the CITY reject the bid received from the lowest responsive, responsible bidder for the DISTRICT PROJECT to complete the CITY PROJECT portions of the work, the DISTRICT may proceed with the DISTRICT PROJECT without inclusion of the CITY PROJECT. The CITY shall have a period of ten (10) business days for review of the bid prices presented in the low bidder's proposal for the CITY PROJECT, and for written approval or rejection of the bid prices. The total estimated construction cost for the CITY PROJECT is \$857,000, as shown on Exhibit 4. However, the amount to be reimbursed by the CITY shall be based on the actual construction costs. Upon transmitting the Notice to Proceed to the Contractor, the DISTRICT shall provide the CITY with one (1) original copy of the fully executed contract documents and one (1) copy of the bid form.

SECTION 5. DESIGN REVISIONS AND CHANGE ORDERS. The DISTRICT agrees that if, during design, management, or construction, the DISTRICT requests or initiates any revision to the PLANS AND SPECIFICATIONS that would increase the cost of the CITY PROJECT, such additional costs shall be borne by the DISTRICT, and shall not be reimbursed by the CITY, except for such revision(s) and cost(s) that are determined necessary to construct the CITY PROJECT and could not reasonably have been foreseen at the time bids were received; provided that DISTRICT shall be required to demonstrate the need for such additional costs to CITY before they are incurred, as provided below in this Section 5, and give the CITY an opportunity to evaluate the documentation supporting such additional costs. The cost of any such necessary and unforeseeable revisions, and the cost of any revisions requested or initiated by the CITY, shall be reimbursed by the CITY as provided herein.

The DISTRICT shall promptly furnish the CITY with copies of any proposed change orders to the DISTRICT PROJECT contract within five (5) working days of initiation of changed conditions to such contract, which change orders shall be subject to the CITY's written approval if, and to the extent, the CITY PROJECT is affected thereby. CITY will review and respond to proposed change orders affecting the CITY PROJECT within five (5) business days of receipt by CITY.

SECTION 6. REIMBURSEMENT. Within thirty (30) days following receipt from the DISTRICT of each invoice for the portion of a design, construction management, inspection, or

construction progress payment attributable to the CITY PROJECT, together with supporting documentation, the CITY shall deposit with the DISTRICT the amount of such invoice. The CITY shall also reimburse the DISTRICT for any fees and/or permits costs from service producers and/or utilities to the extent associated with and attributable to the CITY PROJECT, with such fees if applicable to the whole project to be equitably shared by the CITY based on the CITY SHARE.

SECTION 7. LAWS, ORDINANCES, RULES AND REGULATIONS. The DISTRICT shall require in its contract for the construction of the CITY PROJECT that its contractor be fully informed of and comply with all laws, ordinances, rules and regulations, including, but not limited to, all applicable requirements of the California Labor Code, prevailing wage laws, the Construction Manual, Americans with Disability Act of 1990, and the Rules and Regulations of the CITY, in connection with the construction of the CITY PROJECT.

SECTION 8. INSPECTION. The CITY shall have sole and absolute discretion as to all aspects of design and construction of the CITY PROJECT, and the CITY shall be entitled to inspect the construction of the CITY PROJECT as it deems necessary to assure compliance with the PLANS AND SPECIFICATIONS, including shop drawing review and/or material inspection thereof. The CITY shall promptly notify the DISTRICT of any portion of the work on the CITY PROJECT that appears not to conform to the PLANS AND SPECIFICATIONS. The determination of the CITY as to conformity of the CITY PROJECT with the PLANS AND SPECIFICATIONS shall be made in the CITY's sole and absolute discretion. The CITY agrees not to unreasonably withhold its approval as to such conformity. The DISTRICT shall require its contractor to construct the CITY PROJECT so that the CITY PROJECT conforms to the PLANS AND SPECIFICATIONS. The CITY be solely responsible for any costs of its own inspections of the CITY PROJECT, and shall be responsible for the CITY SHARE of any overall inspection costs performed by the DISTRICT that include the CITY PROJECT.

SECTION 9. ACCEPTANCE. The CITY agrees to accept the CITY PROJECT when the DISTRICT PROJECT, which includes the CITY PROJECT, has been completed, including any change orders approved by the CITY in writing as provided in Section 5 hereof and accepted by the DISTRICT. At the time of completion and acceptance of the CITY PROJECT, the DISTRICT agrees to furnish the CITY with "as-built" drawings.

SECTION 10. OWNERSHIP. It is mutually agreed upon between the parties hereto that notwithstanding the fact that the DISTRICT shall accomplish the design or construction of the CITY PROJECT subject to reimbursement, the CITY PROJECT to be completed hereunder,

rights-of-way, and other privileges, shall at all times be subject to the applicable rates, rules and regulations of the CITY, as modified or amended from time to time. The DISTRICT hereby disclaims any interest in the CITY PROJECT by way of this AGREEMENT, and by acceptance of the DISTRICT PROJECT, which includes the CITY PROJECT, transfers and assigns to the CITY any and all right, title, and interest it may have in the CITY PROJECT except such rights as may pre-exist this AGREEMENT. The CITY shall own, operate and maintain the CITY PROJECT following acceptance thereof.

SECTION 11. GUARANTEES. The DISTRICT agrees to cause its contractor for the CITY PROJECT to guarantee the CITY PROJECT against defects in workmanship and materials for a period of one (1) year from the date of acceptance by the CITY. It is further agreed that the DISTRICT shall assume the responsibility for causing the CITY PROJECT to be brought or restored to full compliance with the requirements of the PLANS AND SPECIFICATIONS, including any test requirements, for any portion of the CITY PROJECT which during said one (1) year period are found not to be in conformance with the PLANS AND SPECIFICATIONS. This guarantee is in addition to any and all other warranties, expressed or implied, from the DISTRICT's contractors or material manufacturers with respect to the CITY PROJECT. The guarantee and obligations under this section shall in no way be relieved by CITY inspection and/or approval of the CITY PROJECT. This section sets forth the entire agreement of the DISTRICT with respect to guarantees and warranties of the CITY PROJECT, but this section shall in no way limit any expressed or implied warranties of other persons with respect to the CITY PROJECT.

SECTION 12. INDEMNIFICATION. To the extent permitted by law, the DISTRICT shall indemnify, defend and hold the CITY, its officers, agents, and employees harmless from any claims, damages, liabilities, losses, and expenses including attorney fees for death, injury, loss, or damage to persons or property that may arise or is claimed to have arisen during construction of the CITY PROJECT and prior to acceptance by the CITY, as a result of any work or action performed by the DISTRICT or on behalf of the DISTRICT, save and except to the extent such death, injury, loss, damage or expense is determined by a court of competent jurisdiction to have been proximately caused in whole or in part by any negligence of the CITY, its officers, agents or employees, or by any act or omission for which the CITY, its officers, agents or employees are liable without fault.

To the extent permitted by law, the CITY shall indemnify, defend and hold DISTRICT, its officers, agents, and employees harmless from claims, damages, liabilities, losses, and expenses including attorney fees for death, injury, loss, or damage that may arise or is claimed to have arisen

(i) by or in connection with the denial of a Change Order or alleged extra work for the CITY PROJECT, or work to be performed in connection with the CITY PROJECT; or (ii) following CITY acceptance of the CITY PROJECT, with respect to maintenance and operation of the CITY PROJECT, save and except to the extent such death, injury, loss, damage or expense is determined by a court of competent jurisdiction to have been proximately caused in whole or in part by any negligence of the DISTRICT, its officers, agents or employees, or by any act or omission for which the DISTRICT, its officers, agents or employees are liable without fault.

SECTION 13. INSURANCE AND BONDING. The DISTRICT shall cause its contractors for the construction of the CITY PROJECT to obtain insurance coverage sufficiently broad to insure the matters set forth in this AGREEMENT and to include the CITY as an additional insured on all insurance policies that the DISTRICT requires its contractors to provide. As evidence of such insurance coverage, the DISTRICT shall, before the commencement of construction of the CITY PROJECT, provide the CITY with certificates of insurance and insurance endorsements in forms that are reasonably acceptable to the CITY. The DISTRICT shall cause its contractors for the construction of the Projects to provide sufficient payment and performance bonds to cover one hundred (100) percent of the CITY PROJECT contract value.

SECTION 14. TERMINATION. Either party shall have the right, upon written notice to the other, which shall become effective five (5) days after receipt pursuant to Section 17, to terminate this AGREEMENT at any time, subject to the provisions of this section. If at the request or direction of a party other than the DISTRICT, including the CITY, the CITY PROJECT construction is not accomplished or completed, the CITY shall remain obligated for the actual amount of any costs incurred by the DISTRICT for the items set forth in Sections 4 and 5 above to the date of termination, as well as costs associated with the termination of such work.

SECTION 15. SUCCESSORS AND ASSIGNS; INTEGRATION; AMENDMENT. This AGREEMENT shall be binding upon and inure to the benefit of the successors and assigns of the DISTRICT and the CITY. This AGREEMENT constitutes the entire agreement between the DISTRICT and the CITY and supersedes all prior understandings and agreements between the parties with respect to the subject hereof. This AGREEMENT may be modified only in writing, signed by both parties hereto.

SECTION 16. WAIVER OF CITY FEES. In exchange for the DISTRICT's entry into this AGREEMENT for the mutual benefit of both the DISTRICT and CITY, the CITY agrees to waive any fees, including, but not limited to, plan review, inspection, and/or permitting fees, that

would normally be charged by the CITY to the DISTRICT for completion of the DISTRICT PROJECT or the CITY PROJECT.

SECTION 17. NOTICE. Any notice or other written instrument required or permitted by this AGREEMENT to be given to either party shall be deemed received when (1) delivered via e-mail twenty-four (24) hours after delivery of the same, provided a copy is likewise deposited in the U.S. Mail, postage prepaid; (2) personally served; or (3) three business days after being deposited in the U.S. Mail, postage prepaid, registered or certified and addressed as follows, as applicable:

CITY:

CITY OF CHINO

Attn: _____
13220 Central Avenue
Chino, CA 91710

E-mail: _____

DISTRICT:

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Attn: Gregory J. Stachura,
Asst. Superintendent, Facilities, Planning & Operations Division
5130 Riverside Drive
Chino, CA 91710-4130
E-mail: greg_stachura@chino.k12.ca.us

In either case with Courtesy Copy to:

BALFOUR BEATTY
Attn: Robert Stewart, Senior Project Manager
1501 Quail Street, Suite 130
Newport Beach, CA 92660
E-mail: robertstewart@balfourbeattyus.com

SECTION 18. LEGAL FEES. In the event of any declaratory or other legal or equitable action instituted between the DISTRICT and the CITY in connection with this AGREEMENT, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses, including court costs and reasonable attorneys' fees.

SECTION 19. DEEMED APPROVAL. Any approval required to be given by either party pursuant to this AGREEMENT shall be deemed given if no response to the party's request for

such approval is received by the requesting party within fifteen (15) days following the request for such approval.

SECTION 20. SEVERABILITY. If any term, provision, covenant or condition of this AGREEMENT is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this AGREEMENT shall not be affected thereby, and each term provision, covenant or condition of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law.

SECTION 21. APPLICABLE LAW. This AGREEMENT shall be construed and enforced in accordance with the laws of the State of California.

SECTION 22. WAIVER. The waiver of any provision of this AGREEMENT by either party shall not be deemed to be a waiver of any other provision or of any preceding or subsequent breach hereunder.

SECTION 23. AUTHORITY. Each Party warrants that the individuals who have signed this AGREEMENT have the legal power, right, and authority to make this AGREEMENT and to bind each respective party.

SECTION 24. PARAGRAPH HEADINGS. The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this AGREEMENT or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.

SECTION 25. RECITALS. The parties agree that the Recitals, as set forth above, are true and correct, and shall by this reference be incorporated herein as part of the AGREEMENT.

SECTION 26. COUNTERPART EXECUTION; ELECTRONIC DELIVERY. This AGREEMENT may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this AGREEMENT may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties to the AGREEMENT have executed this AGREEMENT on the date hereinabove written.

CITY OF CHINO

By  _____
Matt Ballantyne
City Manager

Dated 1.7.21 _____

APPROVED AS TO FORM:

DocuSigned by:

By _____
Fred Galante
City Attorney,
CITY OF CHINO

Dated 1/6/2021 _____

CHINO VALLEY UNIFIED SCHOOL DISTRICT

By _____
Gregory J. Stachura
Assistant Superintendent
Facilities, Planning, and Operations

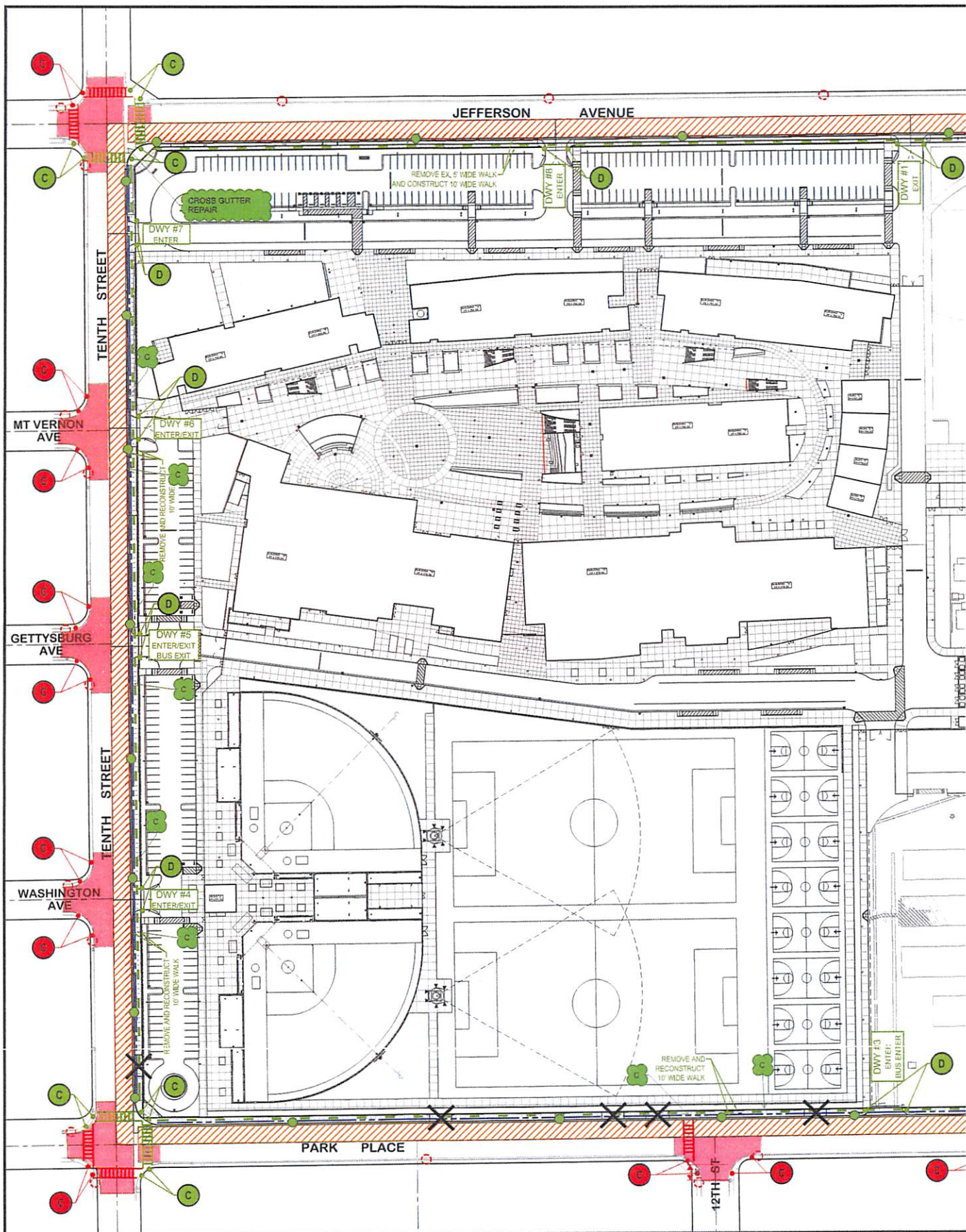
Dated _____

APPROVED AS TO FORM:

By _____
Legal Counsel

Dated _____

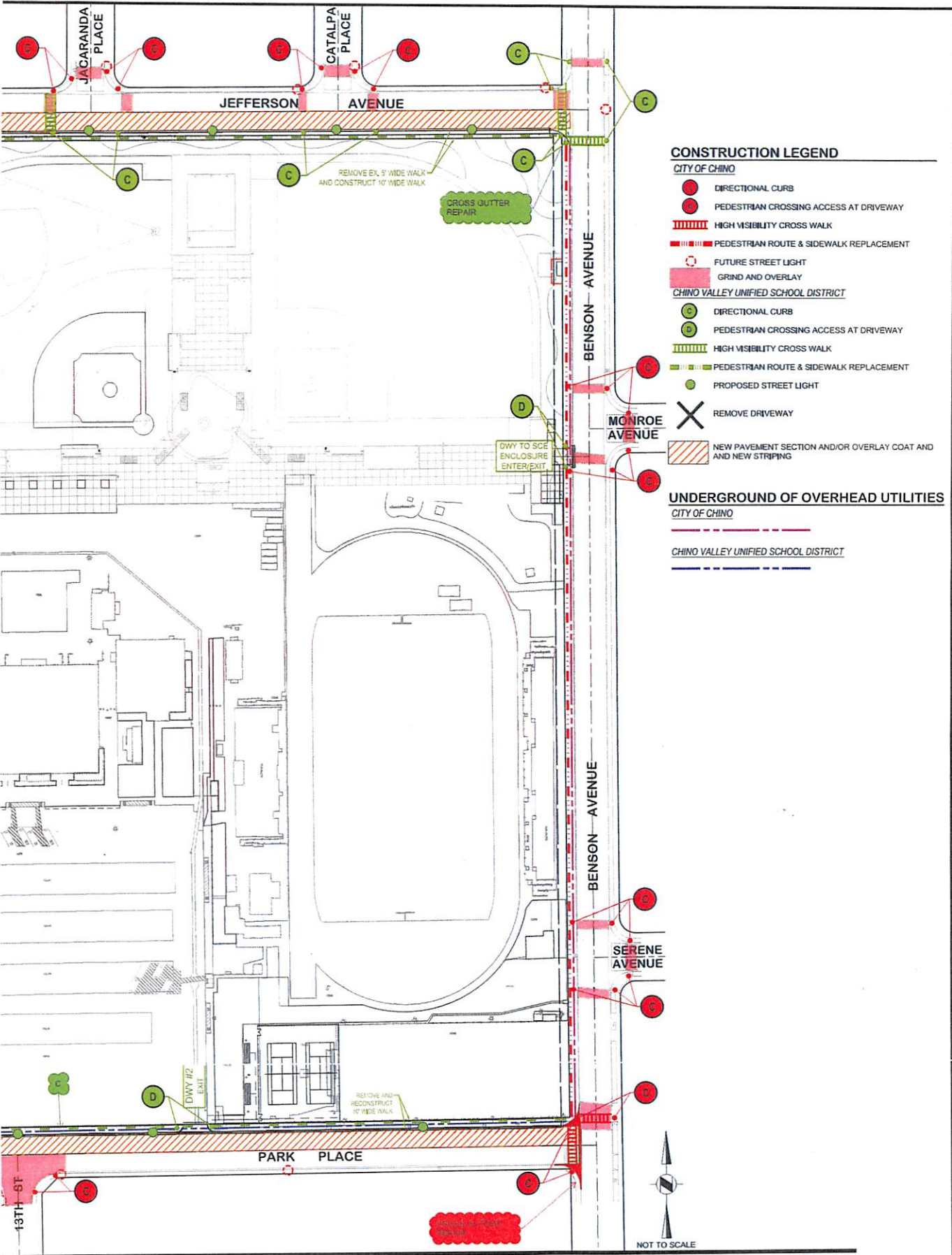
EXHIBIT 1
DEPICTION OF CITY PROJECT



CHINO HIGH SCHOOL RECONSTRUCTION

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Exhibit 1 - Reimburse



COMPREHENSIVE OFF SITE STREET IMPROVEMENT SCOPE

ment Agreement

EXHIBIT 2

**DESIGN SERVICES AGREEMENT
WITH WLC ARCHITECTS DATED JANUARY 1, 2014**

[See following pages]

EXHIBIT 2 - REIMBURSEMENT AGREEMENT

RECEIVED
CVUSD
FACILITIES/PLANNING

ORIGINAL

F-1314-010

2014 JAN 24 AM 10: 54

AGREEMENT FOR ARCHITECTURAL SERVICES

THIS AGREEMENT is made and entered into on this 1st day of January, 2014 by and between **CHINO VALLEY UNIFIED SCHOOL DISTRICT** ("Client"), and **WLC ARCHITECTS** ("Architect").

WITNESSETH:

WHEREAS, Client intends to:

Construct school facilities as delineated in each Project Authorization and to hire the Architect to perform certain architectural services in connection therewith as generally set forth herein and or particularly defined in each Project Authorization.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Architect hereby agree as follows:

I. MASTER PROJECT AND MASTER PROJECT BUDGET

A. The "**Master Project Budget**" is established as follows: As determined by the Client. Client will provide Architect with a copy of the Budget and any amendments or modifications thereof or thereto from time to time.

B. The size of the various projects and the types and quality of construction are dependent upon the funds available for the Master Project. The Architect will exercise its best judgment in determining the balance between the sizes of the different projects that comprise the Master Project, the types of construction, and the quality of construction to achieve a satisfactory solution within the Master Project Budget limitations. This Agreement will be supplemented from time to time with individual "letter agreements" which will supplement this Agreement and which will particularize and more fully describe each individual task and project to be performed pursuant to the terms of this Agreement; provided that, the Architect (and its services) shall, in each instance in which the Architect is assigned a task or project under any such "letter agreement", continue to be governed by the terms of this Agreement plus the specific additional tasks set forth and described in the "letter agreement(s)".

II. BASIC SERVICES OF THE ARCHITECT

The "Basic Services" of the Architect hereunder (including all design professionals and engineers employed as consultants by the Architect on the projects) will vary from one "letter agreement" to another and will be specifically defined by each such "letter agreement" (as per the attached Exhibit "D" Project Authorization) and by the terms of this Agreement. However, the tasks will include all services, as necessary and as agreed to for each Project as described in Exhibit A attached hereto (to the extent applicable to the particular project), and, to the extent not described in said Exhibit A, shall also include all services described in this Article II here in below (it being acknowledged and agreed that some of the services described here in below may be duplicative of the services described in Exhibit A, except that Exhibit A describes such services in greater detail):

EXHIBIT 2 - REIMBURSEMENT AGREEMENT

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A. Schematic Design Phase

1. The Architect shall review the program furnished by the Client to ascertain the requirements of each project and shall review the understanding of such requirements with the Client.
2. The Architect shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of each project for approval by the Client.
3. If directed by the Client at the time of approval of construction schemes, the preliminary and final working drawings and specifications shall be prepared so that portions of the work of the particular project may be performed under separate construction contracts, or so that the construction of certain buildings, facilities or other portions of the project may be deferred.
4. The Architect shall review the budgeted amount for each project hereunder with the Client (taking into account the Master Project Budget) and establish a tentative project construction cost ("Project Construction Cost") subject to later revision.

B. Design Development Phase (Preliminary Plans)

1. Upon approval by the Client of the services set forth in Paragraph II.A. above, the Architect shall prepare floor plans, elevations and other drawings, and shall outline specifications to fix and illustrate the size and character of the entire project in its essentials as to kinds of materials, quantities, categories of proposed work, type of structure, and such other work, as may be required.
2. The Architect shall establish a preliminary estimated Project Construction Cost for such project subject to revision at the construction document phase.
3. The Architect shall assist the Client in applying for and obtaining required approvals from applicable governmental agencies having jurisdiction.

C. Construction Document Phase (Final Plans)

1. The Architect shall prepare, from the approved design development documents, working drawings and specifications setting forth in detail and prescribing the work to be done, and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, and electrical service connected equipment. The Architect shall also prepare necessary bidding information, general conditions of the contract, and supplementary general conditions of the contract, and shall assist the Client's legal advisor in the drafting of proposal and contract forms.
2. The Architect shall assist the Client in applying for and obtaining required approvals from applicable State agencies having jurisdiction.
3. The Architect shall notify the Client whether or not there is any

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indicated adjustment in previous estimates of the Project Construction Cost arising from market fluctuations or approved changes in scope or requirements. The Architect shall be permitted to update its Project Construction Cost provided, however, that any changes be approved by the Client in writing.

D. Bid and Award Phase

1. The Architect shall participate in all pre-bid conferences and job walks for each project hereunder. If requested by the Client, the Architect shall also attend one (1) additional job walk scheduled for the benefit of the potential subcontractors of the bidders at a time and place selected by the Client. This additional job walk shall be attended at no additional cost to the Client.

2. The Architect shall reproduce the contract documents for each project hereunder in the required number, the expense being borne as provided in Article XVII hereof, and shall assist the Client in obtaining bids from contractors and in awarding the construction contracts.

3. The Architect shall receive requests from contractors for clarification of the contract documents and drawings and specifications for any project hereunder, and shall prepare the design documentation for addenda to the bid documents, which will be issued only after being approved by the Client.

4. The Architect shall, on the request of the Client, provide advice on the pre-qualification of bidders, subcontractors and suppliers and the evaluation of bids.

5. The Architect shall attend post-bid conferences and pre-construction conferences for each project hereunder.

6. The Architect shall determine the acceptability of any substitutions proposed by bidders and prepare the necessary design documentation for inclusion in addenda to the bid documents required in connection therewith, all in accordance with the procedures outlined in Exhibit A hereto. In performing this function, the Architect shall carefully follow the requirements of Section 3400 of the California Public Contract Code, which prohibits most sole-source product designations.

E. Construction Phase

1. The Architect shall provide technical direction to a full time project inspector employed by and responsible to the Client as required by applicable law. The Architect shall advise the inspector and/or contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines (record drawings) for each project, which shall be forwarded to the Client upon completion of such project. The Architect shall also obtain a Testing & Inspection Sheet (T & I Sheet) from the Division of the State Architect (DSA) showing required materials tests and inspections and shall advise the Client and the project inspector concerning employment of an independent testing laboratory required to perform the said tests and inspections.

2. The Architect will endeavor to secure compliance by contractors with the contract requirements, but the Architect does not guarantee the performance of their

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contracts.

3. The Architect shall provide general administration of the construction contracts, including unlimited periodic visits to the site as the Architect deems necessary to render architectural observation, which is distinguished from the continuous personal inspection of the project inspector; make regular reports as may be required by applicable State agencies; keep the Client informed of the progress of construction; review schedules and shop drawings for compliance with design; approve substitution of materials, equipment, and the laboratory reports thereof (provided such approvals shall be given only with the Client's prior written consent); maintain construction accounts; prepare change orders for written approval of the Client; examine contractors' applications for payment; issue certificates for payment in amounts approved by the Architect; provide a color schedule of all materials in the project for Client's review and approval; determine date of final completion; make final inspection of the project; assemble written guarantees, instruction books, diagrams, and charts required of the contractors; prepare as-built drawings on the basis of the marked plans and specifications delivered by the contractor(s); and issue the Architect's certificate of completion and final certificate for payment.

4. The Architect will provide advice to the Client on apparent deficiencies in construction following the acceptance of the work and prior to the expiration of the one year general construction contract guarantee period for each project hereunder.

F. Project Conferences

Throughout all phases of each project hereunder, the Architect and its engineers and consultants shall meet periodically with Client representatives when reasonably requested. At a minimum, these regularly scheduled meetings will include the Architect's attendance at the following events:

1. Predesign conferences on a bi-weekly basis;
2. Predesign project analysis sessions (three days);
3. Design conferences on a bi-weekly basis;
4. Attendance at a pre-bid conference and a job walk for each construction contract for any project covered by this Agreement;
5. Attendance at a pre-construction conference for each construction contract for any project covered by this Agreement;
6. Attendance at construction progress meetings on a weekly basis for each construction contract for any project covered by this Agreement;
7. Attendance at punch list (final completion) and final inspection walks as described hereafter in this Agreement;
8. The Architect shall also be responsible for scheduling and attending any and all meetings necessary to properly coordinate the design effort including, without limitation, meeting with governmental agencies, Code officials and public utilities officials. The Architect shall also schedule a minimum of five (5) meetings during design and before the commencement of

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construction to furnish design and project information to the school principal and his/her staff at each construction site.

G. Project Architect Assignment

Throughout all phases of each project hereunder, the Project Architect (the individual appointed by the Architect as the lead for the Project) shall not be changed except with consent of the District, unless the Project Architect proves to be unsatisfactory to Architect and ceases to be in his employ. If the Project Architect proves not to be satisfactory to the District, he shall be replaced by the Architect within five (5) working days, upon written notification from the District to the Architect.

As an integral part of the work (Basic Services) to be performed under all phases described above, the Architect shall, for the duration of this Agreement, continuously update and revise the construction documents and final plans to incorporate revisions in any applicable Codes or other applicable laws, rules or regulations (such as, for example, the Americans with Disabilities Act). This requirement to maintain the construction documents and final plans current and in conformance with any such code requirements or laws, rules or regulations, shall be performed at no additional charge to the Client and includes the duty to revise such documentation that was prepared in earlier phases of any project hereunder.

The Basic Services described in this Article II may be more fully and precisely described in Exhibit A attached hereto. To the extent of any conflict between the provisions of this Article II and Exhibit A, the more stringent or more comprehensive terms will govern and control.

III. EMPLOYEES AND CONSULTANTS

The Architect, as part of the Basic Services, shall furnish at the Architect's expense, the services of the engineers and consulting professionals listed in Paragraph VIII.C.3. below, properly skilled in the various aspects of the design and construction of any facilities required hereunder. The Architect shall promptly pay each such engineer and consulting professional retained in connection with the Project upon receipt of payment therefor from the Client, and in any event no later than ten (10) days after Architect's receipt from the Client of any payment for any portion of the Basic Services or Additional Services attributable to work performed by any engineer or consulting professional, Architect shall pay to such engineer or consulting professional, as applicable, the amount to which such person is entitled. The Architect shall, by appropriate agreement with each engineer and consulting professional, require each such person to make payments to its engineers and consulting professionals, if any, in a similar manner.

In advance of commencing work, the Architect shall provide a list of all consultants which the Architect intends to utilize relating to any particular project hereunder. The list shall include such information on the qualifications of the consultants as may be requested by the Client. The Client reserves the right to review the consultants proposed, and the Architect shall not retain a consultant to which the Client has a reasonable objection. Reasonable objections shall include, but not be limited to, the Client's determination (for reimbursable consultants) that the consultant's services are overpriced in relation to the prevailing market prices for such consulting services. A "reasonable objection" shall also include prior substandard performance as a subcontractor or consultant to the Client or to the Architect on previous projects for the Client, as determined by the Client's staff.

The Architect shall provide to the Client a list of proposed key project personnel of the Architect, its engineers and its consultants to be assigned to each project hereunder. This list shall include the Architect assigned to manage the construction phase of the project. This list shall include such

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information on the professional background of each of the assigned personnel as may be requested by the Client. Such key personnel shall be satisfactory to the Client and shall not be changed without the consent of the Client unless the personnel cease to be in the employ of the Architect or consultant (as applicable). The provisions of this paragraph shall also apply to assigned project personnel who join the Architect's team during the progress of any project.

IV. ADDITIONAL SERVICES OF THE ARCHITECT

The services described in Exhibit B attached hereto ("Additional Services"), if performed due to unusual circumstances and through no fault or neglect on the part of the Architect, and if they cause the Architect extra expense, shall be Additional Services and paid for by the Client as provided in Paragraph VIII.B. below. Additional Services shall be performed only after the execution by the Client of a written amendment, supplement, directive or change order to this Agreement specifically authorizing (and instructing the Architect to perform) such Additional Services.

V. THE CLIENT'S RESPONSIBILITIES

A. The Client shall provide full information as to the requirements and educational program of each project hereunder, including realistic budget limitations and scheduling.

B. If reasonably requested by the Architect and deemed reasonably necessary for the project, the Client shall furnish, or direct the Architect to procure, at Client's expense, a certified survey of each project site, including grades and lines of streets, pavements and adjoining properties; right-of-way, restrictions, easements, boundaries and contours of the building site; locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available service and utility lines, both public and private.

C. If reasonably requested by the Architect and deemed reasonably necessary for the project, the Client shall furnish, or direct the Architect to procure, at Client's expense, chemical, mechanical, or other tests required for the proper design, and borings or test pits necessary for determining subsoil conditions.

D. The Client shall furnish all inspection services.

E. The Client shall furnish, or direct the Architect to procure, at Client's expense, all easements, permits and governmental approvals directly required in connection with any project hereunder.

F. The Client shall furnish all legal advice and services required for each project hereunder.

G. The Client shall notify the Architect of administrative procedures required and name a representative authorized to act in its behalf. The Client shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of any project hereunder.

H. During any contractor's one year guarantee period for any project completed hereunder, the Client shall notify the Architect in writing of apparent deficiencies in materials or workmanship.

I. For existing schools, the District shall furnish to the Architect an ADA Assessment Study.

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- J. For existing schools, the District shall furnish to the Architect reports relative to hazardous materials/substances along with recommendations for their mitigation (if necessary for the source of construction).

VI. PROJECT CONSTRUCTION COST

A. "Project Construction Cost", as used in this Agreement, means the total cost to the Client of all work designed or specified by the Architect in connection with any project covered by this Agreement, including work covered by approved change orders and/or alternates, but excluding the following: any payments to Architect or other consultants for costs of inspections, surveys, tests and landscaping not included in the particular project.

B. The Project Construction Cost shall be the acceptable and reasonable estimate of construction costs to the Client as submitted by the Architect until such time as bids have been received, whereupon the Project Construction Cost shall be updated to equal the initial construction contract amount provided that such amount does not exceed the Master Project Budget. Any dispute between the parties with respect to the calculation or amount of the Project Construction Cost shall be resolved by the dispute resolution procedures described in Article XX below.

VII. ESTIMATE OF PROJECT CONSTRUCTION COST

Estimates of the Project Construction Cost referred to in Article VI above shall include an estimate of the period of time required from the commencement to the completion of construction and shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the Client, considering prevailing construction costs and including all work for which bids will be received. It is understood that the Project Construction Cost is affected by the labor and/or materials market as well as other conditions beyond the control of the Architect or Client. However, if the lowest bona fide bid obtained by the Client pursuant to the approved construction documents, from a responsible general contractor satisfactory to Client, exceeds the Master Project Budget (including a 10% design contingency), then the Architect shall, at its sole cost and expense, revise the construction documents, as may be required by the Client, to reduce or modify the quality or quantity, or both, of the work described in Master Project so that the Architect's revised estimate of the Project Construction Cost will not exceed the Master Project Budget.

VIII. ARCHITECT'S COMPENSATION

A. The Architect agrees to perform the professional services provided by this Agreement, and the Client agrees to pay the Architect for such services, in accordance with the schedule attached hereto as Exhibit C, with the payments to be made at the times and in the percentage amounts shown in Article IX below.

The Client shall also make such other payments for Additional Services and reimbursements as hereinafter provided. The compensation described hereunder applies on a project by project basis (as delineated in the "letter agreements") to work let under one or more construction contract(s), it being acknowledged and agreed by the parties hereto that a single project hereunder may be performed pursuant to more than one construction contract.

B. The Client further agrees to pay the Architect compensation for Additional Services due to unusual circumstances as provided by Article IV hereof, as follows:

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1. Two percent (2%) of the cost of furnishings, equipment or other articles incorporated in the construction documents by the Architect and not included in the construction contract.

2. An amount not to exceed two and one-half (2.5) times the Direct Personnel Expenses ("Direct Personnel Expenses" is defined as the direct salaries of all the Architect's personnel engaged on the project, and the portion of the cost of their mandatory and customary contribution and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits) incurred by the Architect in rendering Additional Services.

3. 110% of the direct billings of consultants utilized in connection with such Additional Services.

C. Reimbursement at cost shall be paid to the Architect for:

1. Client approved reproduction of drawings and specifications in excess of the copies provided by this Agreement as a Basic Service.

2. Fees advanced for securing approval of public authorities having jurisdiction over any project hereunder.

3. All those actual expenditures made by the Architect, its employees, or its professional consultants in the interest of any project hereunder, including, but not limited to, expenses for travel (excluding normal commuting of sixty (60) miles or less to or from the Architect's office or any project site) and living expenses in connection with any project hereunder, long distance telephone, telex, expressage, photocopies, professional consultants (other than those required for the performance of the Basic Services), and document reproduction. It is not the intent of this clause to allow the Architect to exceed the mandatory cost ceiling of this Agreement by subcontracting out work that should be performed by the Architect himself/herself as a "Basic Service". Therefore, expenses will not be reimbursed for professional consultants utilized by the Architect in the following disciplines:

- a. Civil;
- b. Mechanical (including plumbing but not fire sprinkler design)
- c. Electrical;
- d. Structural;
- e. Architectural;
- f. Landscape architectural;
- g. Food service; and
- h. Master planning and space planning.

IX. PAYMENTS TO THE ARCHITECT

A. Payments on account of the agreed compensation in Article VIII shall be made as follows:

1. Schematic Design Phase - 10% of total compensation based upon

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If the bids on all or a portion of any project hereunder are received and accepted within one year from the date of said approval, the compensation shall be adjusted to conform to the acceptable bid (Computed Cost). If bids are received after one year from the date of approval, the compensation shall not be subject to adjustment as heretofore noted and the payment during the construction phase shall be the remaining percentage of the compensation based upon the accepted construction contract, as otherwise provided in this Agreement.

2. Delayed Completion of Liquidated Damages:

The Architect's compensation shall be paid at the time and in the amount noted notwithstanding a delay in completion of any project or the reduction in the final construction cost (Computed Cost) by reason of penalties, liquidated damages or other amounts withheld from the construction contractor.

C. Payments for Additional Services provided under Article IV shall be upon the basis of one of the following:

1. Percentage of the costs as described in Paragraph VIII.B.1.: In the same manner as provided by this Agreement for work let for a single construction project.

2. Direct Personnel Expenses: Monthly, in arrears, as services are rendered and expenses incurred. Architect shall submit to the Client invoices and such other documentation as may be necessary to substantiate such Direct Personnel Expenses monthly with each request for payment.

D. Reimbursement for fees and other expenses shall be made to the Architect as incurred, but no more often than once each month. Architect shall submit to the Client invoices and such other documentation as may be necessary to substantiate such reimbursement payments with each request for reimbursement.

E. Notwithstanding anything to the contrary stated herein, the Client may at any time decline to pay the Architect, or reduce or withhold any portion of a payment otherwise due the Architect under this Agreement, if:

1. Any claims, liens or stop notices are filed in connection with any project governed by this Agreement by any person employed by the Architect in connection with the provision of services hereunder; and
2. The Architect fails to perform any portion of the services required hereunder in accordance with the terms of this Agreement.

X. ARCHITECT'S REPRESENTATIONS, WARRANTIES AND COVENANTS

A. The Architect hereby represents and warrants that (a) it is an experienced architectural and engineering firm having the skill and the legal and professional ability and the flexibility necessary to perform all of the services required of it under this Agreement, (b) it has the capabilities and

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the tentative estimated Project Construction Cost approved by Client.

Billings shall be made monthly or lump sum, in arrears, up to 10% of such total compensation, based upon work completed, as reasonably determined by the Client.

2. Design Development Phase - increase to 25% of total compensation based upon the preliminary estimated Project Construction Cost approved by Client.

Billings shall be made monthly or lump sum, in arrears, up to 25% of such total compensation, based upon work completed, as reasonably determined by the Client.

3. Construction Documents Phase:

a. Construction documents 50% complete - increase to 45% of the compensation based upon the estimated Project Construction Cost approved by Client. Billings shall be made monthly or lump sum, in arrears, up to 45% of such total compensation, based upon work completed, as reasonably determined by the Client.

b. Construction documents 100% complete, ready for review by applicable public agencies - increase to 65% of the total compensation based upon the estimated Project Construction Cost approved by Client. Progress billings shall be made monthly, in arrears, up to 65% of such total compensation, based upon work completed, as reasonably determined by the Client.

c. Construction documents approved by the Office of the State Architect, increase fee to 70% of the total compensation based upon the estimated Project Construction Cost approved by Client. Billings shall be made monthly or lump sum, in arrears, up to 70% of such total compensation, based upon work completed, as reasonably determined by the Client.

4. Construction Phase:

a. On all or that portion of a project for which documents have been reproduced and bids have been received WHICH DO NOT EXCEED THE MASTER PROJECT BUDGET, increase to 75% of total compensation adjusted to the accepted bid price (i.e., Computed Cost, as defined in Exhibit C-1 and C-2 attached hereto).

b. Subsequent billings shall be submitted monthly, in arrears, in proportion to the amount of work certified as complete, as reasonably approved by the Client.

c. Construction complete and accepted by Client - increase to 100% of the total compensation, based upon the contract price (i.e., Computed Cost, as defined in Exhibit C-1 and C-2 attached hereto), notwithstanding the Architect's services during the guarantee period as provided by Paragraph II.E.5. above.

B. Payments in the event of the following circumstances shall be made as follows:

1. Deferred Bids:

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resources necessary to perform its obligations hereunder, (c) it is familiar with all current laws, rules and regulations which may become applicable to the design and construction of any project under this Agreement (such laws, rules and regulations, include, but are not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which may be applicable to any project covered by this Agreement, and all orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on any project hereunder), (d) that it will assume full responsibility for all work prepared and furnished to the Client by its engineers and other consultants, and (e) that it has sufficient financial strength and resources to undertake and complete the architectural services provided for under this Agreement within the time allotted by the Client. The Architect further certifies and covenants that all drawings, specifications and other documents prepared by the Architect shall be prepared in accordance with and shall accurately reflect and incorporate all such applicable laws, rules and regulations in effect at the time of their preparation.

B. The Architect hereby represents, warrants and agrees that the drawings, specifications and other documents prepared by it pursuant to this Agreement shall be complete and functional for the purposes intended, and that the buildings and improvements shown thereon, if constructed in accordance with the intent established by such drawings, specifications and other documents, shall be structurally sound and each shall be a complete and properly functioning facility suitable for the purposes for which it is intended and in compliance with all applicable governmental laws, rules and regulations.

C. The Architect shall perform its services hereunder properly and in accordance with the standards of its profession. The Architect acknowledges its sole responsibility as a professional for the design of the projects covered by this Agreement and for performing certain design-related services during its construction.

XI. DEFAULT; REMEDIES

A. Default. The following events shall constitute a default of the Architect under this Agreement (each a "Default"):

1. If the Architect commences a voluntary action under any chapter of the United States Bankruptcy Code as now or hereafter in effect or if the Architect takes any equivalent or similar action by filing a petition or otherwise under any Federal or State law in effect at such time relating to bankruptcy or insolvency;
2. If a petition is filed against the Architect under any chapter of the United States Bankruptcy Code as now or hereafter in effect at the time of filing or if a petition is filed seeking any such equivalent or similar relief against the Architect under any other Federal or State law in effect at the time relating to bankruptcy or insolvency and such petition or filing is not dismissed within 60 days after being filed;
3. If the Architect makes a general assignment for the benefit of creditors;
4. If a trustee, receiver, custodian or agent of the Architect is appointed under applicable law or under contract whose appointment of authority to take charge of the property of the Architect is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Architect's creditors;

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B. Termination of Agreement.

1. This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail to substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
2. If a Default occurs, the Client may without prejudice to any other right or remedy, including its remedies under Paragraph XI.C. below, after giving the Architect seven (7) days' written notice (provided that the Agreement will automatically terminate, at the election of the Client, upon the occurrence of an event described in Paragraph XI.A.1. or 2. above without the need for such notice), terminate the Agreement or any or all services of the Architect hereunder. In the event of such termination, the Architect shall be paid its compensation for services performed in accordance with this Agreement to the date of termination, and for such other documented and verifiable costs and expenses properly incurred by the Architect in accordance with this Agreement to the date of termination, including Additional Services; provided that, the Client may offset any and all losses, damages, expenses and costs (including reasonable attorneys' fees and costs) suffered or incurred by the Client as a result of the Architect's Default.
3. If the client fails to make timely payments to the Architect commensurate with services performed and in accordance with the Agreement, such failure shall be considered substantial non-performance and cause for termination or, at the Architects option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to the suspension of services, the Architect shall give seven days notice to the Client. In the event of a suspension of services, the Architect shall have no liability to the Client for delay or damages caused the Client because of such suspension of services.

C. Other Rights and Remedies. In addition to the termination right set forth in Paragraph XI.B. above, in the event of a Default, the Client shall have (i) the right to cure the Architect's Default, at the Architect's cost and expense, and all amounts expended in connection with such cure shall accrue interest from the date incurred until repaid to the Client at the rate provided in Paragraph XI.D. immediately below, and (ii) all other rights and remedies available to it at law and in equity, including, without limitation, an action for damages. Notwithstanding anything to the contrary contained in this Agreement, if errors or omissions arising in part or wholly out of the fault or negligence of the Architect are detected in the drawings, specifications or other documents before work is in place, then the Architect shall bear the cost of any redesign required to correct such errors or omissions. If such errors or omissions are not detected until after the work is in place, the Architect shall also bear the cost of removal and replacement of any construction erroneously in placed, based on the extent of its liability therefore. In the event such errors or omissions by the Architect result in project delays, the Architect shall bear the cost of any and all damages to the extent they result from such delay.

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D. Interest on Amounts Due Client. All amounts due Client under this Agreement and not paid when due shall bear interest at the rate of ten percent (10%) per annum.

E. Client's Rights upon Termination. Should the Client terminate this Agreement and the Architect's services as provided under this Article XI, the Client will acquire all plans, specifications and drawings, including the ownership and use of all drawings, plans, specifications, documents and materials relating to all projects hereunder prepared by or in the possession of the Architect. The Architect will turn over to the Client promptly after the effective date of the termination and in good unaltered condition all original drawings, plans, specifications, documents and materials and all work performed by subcontractors and other consultants in the employ of the Architect on the projects covered by this Agreement.

XII. TERMINATION FOR CONVENIENCE

Notwithstanding anything to the contrary stated in this Agreement, the Client may terminate this Agreement for convenience at any time upon ten (10) days' prior written notice to the Architect. If the Client terminates the Agreement as provided herein, the Client, in its sole and absolute discretion, may require the Architect to complete any services required hereunder to facilitate the transfer of the Architect's responsibilities to another architect or other person. Upon such termination, the Client's total obligation to the Architect shall be limited to the payment for all services already provided by the Architect in accordance with this Agreement prior to the effective date of the termination, subject to the Client's offset rights as provided in Article XI.B. above.

The Client retains the right to terminate this Agreement if the lowest bona fide bid obtained by the Client pursuant to the approved construction documents, from a responsible general contractor satisfactory to the Client, exceeds the Master Project Budget by 10%. Upon such termination, all rights and obligations of the parties hereunder shall terminate and be of no further force or effect other than those that expressly survive such termination pursuant to the terms and provisions hereof and Client shall have no further obligations under this Agreement other than for amounts that are past-due pursuant to Article IX hereof as of the date of termination and except for the Client's obligation to make any remaining payments hereunder to the Architect necessary to compensate the Architect for approved Additional Services actually rendered and not previously paid for by the Client.

XIII. TIME SCHEDULE

Upon request, the Architect will prepare for the Client an estimated time schedule necessary to complete the contract documents and construction plans for any project hereunder, barring delays caused by conditions beyond the control of the Architect.

XIV. ACCOUNTING RECORDS OF THE ARCHITECT

Records of the Architect's Direct Personnel Expenses and reimbursable expenses pertaining to Additional Services and records of accounts between the Client and any contractor shall be kept on a generally recognized accounting basis and shall be available to the Client or his authorized representative at mutually convenient times. The Architect shall maintain such records for a period of two (2) years after the expiration or termination of this Agreement. The Client shall have a right to retain an independent certified public accountant to audit such records for time to time. In the event that any such independent audit discloses that the Direct Personnel Expenses, reimbursable expenses and/or the expenses for Additional

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Services have been overstated in the Architect's records, the Architect shall promptly reimburse the difference to the Client, and if any such expenses have been overstated by more than five percent (5%), then the Architect shall pay for the entire cost of the audit performed by the Client.

XV. INSURANCE TO BE CARRIED BY ARCHITECT

A. Insurance Requirements. The Architect shall secure and maintain, with insurance companies reasonably acceptable to the Client, the following insurance in the following minimum amounts:

1. Workers' Compensation Insurance in accordance with the provisions of the California Labor Code, adequate to protect the Architect and any person, firm or corporation employed directly or indirectly by the Architect upon or in connection with the architectural services provided for in this Agreement from claims under Workers' Compensation Acts which may arise from operations under the Agreement, whether such operations are by the Architect or by any person, firm or corporation employed directly or indirectly by the Architect upon or in connection with the architectural services provided for in this Agreement;

2. Comprehensive Bodily Injury and Property Damage Liability Insurance for combined Single Limit Bodily Injury and/or Property Damage Liability of not less than \$1,000,000 each occurrence for each project. The policy so secured and maintained shall include Contractual or Assumed Liability Insurance and Owned, Hired and Non-owned Automobiles Insurance; and shall be endorsed to provide specifically that any claim or loss shall be deemed excess and the Architect's insurance primary despite any conflicting provisions in the Architect's policy;

3. Professional Liability Insurance protecting from claims arising out of the performance of professional services caused by a negligent act, error or omission of the Architect, or act for which the Architect is legally liable, with a limit of \$1,000,000, which will remain in full force and effect for a period of five (5) years after the termination of this Agreement and the completion of Architect's services hereunder and will be so certified by the insurance company to the Client; and

The Architect shall furnish to the Client certificates of such insurance annually on each anniversary of this Agreement, signed by an authorized representative of the insurance carrier, which shall name the Client and all other indemnitied named in Article XVI hereof as additional insureds and shall be endorsed as follows: "The insurance afforded by this policy shall not be suspended, cancelled, reduced in coverage or limits or non-renewed except after thirty (30) days' written notice by certified United States mail, return receipt requested, has been given to the Client." The Client reserves the right to require complete certified copies of the required insurance policies. The Architect in signing this Agreement hereby certifies, pursuant to California Labor Code Section 1861, as follows:

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 any work under this Agreement.

The Architect shall require that all persons engaged by it in connection with the services described in this Agreement (such as engineers and other consulting professionals) maintain such insurance

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as will protect the Client and such other persons from claims as set forth above (including, without limitation, Errors and Omissions insurance in a minimum amount of \$500,000).

B. Failure to Provide Insurance. If the Architect fails to purchase and maintain any insurance required under this Article XV, the Client may declare a Default under this Agreement and pursue any remedies it may have under this Agreement, at law or in equity, and, in addition to any such rights or remedies, the Client may, but shall not be obligated to, upon five (5) days' written notice to the Architect, purchase such insurance on behalf of the Architect and shall be entitled to be reimbursed by the Architect promptly on demand, or deduct from amounts otherwise due to the Architect hereunder, the cost of such premiums. Any amounts expended by the Client hereunder shall bear interest at the rate set forth in Paragraph XLD, hereof from the date expended until repaid to the Client.

XVI. INDEMNIFICATION

A. Notwithstanding anything to the contrary contained herein, the Architect shall indemnify, defend and hold harmless the Client and its Board, officers, employees, agents and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages or expenses, including, but not limited to, attorneys' fees and costs, by reason of, arising out of or resulting from (A) the Architect's negligent performance or failure to perform any of its obligations under this Agreement, (B) any injury, sickness, disease, death or injury to person or destruction of property sustained by Architect or any person, firm, corporation or other entity employed directly or indirectly by Architect upon or in connection with the work and services provided for hereunder, (C) any injury, sickness, disease, death, or injury to person or destruction of property, including the loss of use therefrom, sustained by any person, firm, corporation or other entity and caused in whole or in part by any negligent or willful act or omission of the Architect or by anyone directly or indirectly employed by the Architect or anyone for whose acts the Architect may be liable or as a result of any defects or deficiencies in any plans, specifications, drawings or other documents prepared by the Architect, (D) the furnishing or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance under this Agreement, and (E) the failure of Architect to timely pay any architect, engineer, consultant or other person, firm, corporation or other entity employed by Architect in connection with any work or service provided under this Agreement.

B. The indemnity set forth in this Article XVI shall survive the expiration or earlier termination of this Agreement and the completion of all services by Architect hereunder.

C. Except as otherwise set forth in this Agreement, the Architect and the Client shall not be liable to each other for any delays in the performance of their respective obligations and responsibilities under this Agreement which arise from causes beyond their control and without their fault or negligence, including, but not limited to, any of the following events or occurrences: an act of God or of a public enemy, act of government, act of any quasi-governmental or publicly-regulated entity including a public utility, labor disputes, fire, flood, epidemic, quarantine restrictions, riot, strike, freight embargo, unavoidable casualties and other such causes beyond the excused party's control.

XVII. REPRODUCTION OF DOCUMENTS

A. The Architect shall provide, at no expense to the Client and in the number required, the preliminary plans and construction documents for each project hereunder for the review and approval of the Client and all applicable State agencies.

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B. The Architect shall provide copies of the construction documents for each project hereunder for bidding and construction purposes, the expense shall be borne by the Client. Deposits forfeited by bidders or others holding plans, as a result of such persons' failure to return such plans, shall be accounted for and remitted to the Client.

XVIII. OWNERSHIP OF DOCUMENTS

The plans, drawings, drawings prepared in electronic media - CAD format, specifications, estimates and other documents prepared or furnished by the Architect (and/or the Architect's independent professional engineers, architects and other consultants) pursuant to this Agreement shall be and remain the property of the Client, pursuant to Section 39119 of the California Education Code. The Client may make and retain copies for information and reference in connection with the use and occupancy of any project depicted therein; provided that, such documents are not intended or represented to be suitable for reuse by the Client or others on extensions of such project or on any projects other than the projects for which such documents were prepared.

XIX. RE-USE OF THE DOCUMENTS

A. In the event the Client ever desires, and it is mutually considered feasible, to construct all or part of another project which would be essentially identical to any project which is the subject of this Agreement, the Architect agrees to:

1. Re-use his design and the corresponding contract documents.
2. Prepare such modifications as may be dictated by topography, soils conditions, utility services, existing construction and similar conditions.
3. Perform as far as applicable all of the services provided by this Agreement.

B. Compensation for rendering the foregoing services shall be in the amount agreed upon by Client and Architect prior to the commencement of work, and shall form the basis of a separate agreement between the Client and the Architect.

C. In the event the Client reuses the Documents without the knowledge and approval of the Architect, the Architect shall be held harmless by the Client from any damages or claims resulting from such reuse.

XX. DISPUTE RESOLUTION

A. Any claim, dispute or controversy that the Architect may have regarding the performance, or any term or provision, of this Agreement including, but not limited to, claims for additional compensation, shall be submitted to the Client in writing within thirty (30) days after its occurrence (otherwise the Architect shall be deemed to have waived its rights with respect to such claim, dispute or controversy). The Client and the Architect shall attempt to negotiate a resolution of such claim, dispute or controversy and process an amendment, change order or other relevant documentation to this Agreement to implement the terms of such resolution.

B. If the claim, dispute, or controversy cannot be resolved through direct

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discussions as provided in Paragraph XX.A. above, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation in Chino, California, if possible, and otherwise in San Bernardino, California, under the American Arbitration Association ("AAA") Rules for the Real Estate Industry (including a mediation alternative) in effect on the date hereof before resorting to arbitration or litigation. Within seven (7) days after the mediation demand from either party hereunder, a mediator shall be selected by agreement of the parties. In the absence of such agreement within such seven (7) day period, a mediator (who shall be an attorney with at least twelve (12) years of real estate law or development experience, including substantial construction and public contract experience) shall be selected pursuant to the AAA rules.

C. If the dispute has not been resolved pursuant to the mediation procedure set forth above within sixty (60) days of the commencement of such procedure (which period may be extended by mutual agreement of the parties), then the dispute may be determined by binding arbitration in Chino, California, if possible, and otherwise in San Bernardino, California, under the AAA Arbitration Rules for the Real Estate Industry in effect on the date hereof. Within seven (7) days after the arbitration demand from either party hereunder, an arbitrator shall be selected by agreement of the parties. In the absence of such agreement within such seven (7) day period, an arbitrator (who shall be an attorney with at least fifteen (15) years real estate law or development experience, including substantial construction and public contract experience) shall be selected pursuant to the AAA Rules. Whether a claim is covered by this Agreement or whether the parties have the right to arbitrate the dispute shall be determined by the arbitrator. There shall be no substantive motions or discovery, except the arbitrator shall authorize such discovery as may be necessary to ensure a fair private hearing. The arbitrator shall not be bound by the rules of evidence or civil procedure, and may limit live testimony and cross-examination to that necessary to ensure a fair private hearing on material issues. The arbitrator shall hold the hearing within sixty (60) days of the initial demand for arbitration, conclude the hearing within two (2) days thereafter and issue a written decision within 14 days after such conclusion of the arbitration hearing. These time limits are not jurisdictional, and the arbitrator may for good cause permit reasonable extensions or delays. The arbitrator shall apply the substantive law of the State of California and may award injunctive relief or any other remedy available from a judge, including attorneys' fees and costs to the prevailing party, but shall not have the power to award punitive damages.

D. The Architect agrees to proceed with all services and work required under this Agreement in connection with any project hereunder pending the outcome of any claim, dispute or controversy, and the Client agrees to pay for such services and work as provided by this Agreement during such time; provided that, the Client shall be permitted to offset all amounts due to the Client from the Architect under this Agreement, or any damages or losses suffered or incurred by the Client as a result of Architect's Default hereunder, against any payments to the Architect hereunder.

E. If any dispute resolution procedures are initiated, or action is commenced, by either party against the other party, relating to or arising out of this Agreement, or the services to be provided hereunder, the prevailing party shall be entitled to recover from the other party costs as determined by the courts.

F. The terms and provisions of this Article XX shall survive the expiration or earlier termination of this Agreement and the completion of all services by Architect hereunder.

XXI. SUCCESSORS AND ASSIGNS; ASSIGNMENT

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It is mutually understood and agreed that this Agreement shall be binding upon the Client and its successors and assigns and upon the Architect, its partners, officers, employees and permitted successors, executors, administrators and assigns. Neither this Agreement, nor any monies due or to become due hereunder, may be assigned or transferred by the Architect, whether voluntarily or by law, without the consent and approval of the Client, which may be granted or withheld in the Client's sole and absolute discretion. As used herein, the term "Transferred" shall include the transfer of more than 49% of the voting stock of a corporation or the transfer of more than 49% of the equity interest in a partnership, limited liability company, joint venture or similar entity.

XXII. CONFIDENTIALITY

The Architect shall keep all information concerning any project hereunder confidential, except for communications between the Architect, the Client, contractors on any project hereunder and their independent professional engineers, architects and other consultants, subcontractors, and suppliers incident to the completion of the particular project upon which the same are employed, and except for publicity approved by the Client and in connection with filings and communications with governmental bodies having jurisdiction over the design of the particular project. This covenant of confidentiality shall survive the expiration or earlier termination of this Agreement for a period of five (5) years thereafter.

XXIII. NOTICES

All notices, requests, demands, consents, instructions or other communications hereunder shall be in writing (which shall include telegram or teletype) and shall be deemed to have been given or made on (A) the day of confirmed dispatch if sent by teletype and if such day is a Business Day (otherwise on the first Business Day thereafter), (B) the day of delivery thereof to the telegraph office if sent by telegraph and if such day is a Business Day (otherwise on the first Business Day thereafter), (C) three (3) Business Days after deposit in the U.S. mail, if sent by certified mail, postage prepaid, return receipt requested, or (D) on the next Business Day if sent by overnight personal delivery, in each case addressed to the party to which such notice is requested or permitted to be given or made hereunder, at the address and/or numbers set forth underneath such party's signature line to this Agreement, or to such other address of which such party shall have notified in writing the party giving such notice. As used herein, the term "Business Days" shall mean the hours of 9:00 a.m. through 4:00 p.m. of each Monday through Friday during the term of this Agreement, excepting Saturdays, Sundays and legal holidays observed by the State of California.

XXIV. ARCHITECT NOT PARTNER, OFFICER, EMPLOYEE OR AGENT OF THE CLIENT

The Architect is an independent contractor and not a partner, joint venture, officer, employee, or agent of the Client, and the Client shall not be liable for any of the Architect's acts, omissions, liabilities or other obligations as such.

XXV. ADDITIONAL PROVISIONS

The following provisions are made a part of this Agreement and shall be given effect notwithstanding any other provision contained herein.

1. The Architect shall not perform, or receive any payment for, Additional Services as delineated in Article IV and Paragraph VIII.B. of this Agreement, without specific prior written approval of the Client.

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2. Environmental impact reports and/or similar studies are not included in this Agreement, and if required, will not be paid for with State funds.

3. Architect's compensation as shown in Paragraph VIII.A., shall be based upon the Computed Cost (as defined in Exhibit C attached hereto).

4. The furnishing of current as-built drawings of existing structures is the responsibility of the Client.

5. This Agreement and all Exhibits hereto constitute and represent the entire and integrated agreement between the Client and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and Architect.

6. If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Each and every provision of law and clause required to be inserted into this Agreement shall be deemed inserted herein and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

7. The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.

8. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof.

9. Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms and provisions hereof, and that such entity has authorized the execution of this Agreement as necessary to bind such entity to the terms and provisions hereof.

10. The term of this agreement will be from January 1, 2014 through June 30, 2017.

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The Client and the Architect hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, the Client and the Architect have executed this Agreement the day and year first written above.

"Client"

CHINO VALLEY UNIFIED SCHOOL DISTRICT

JS *1-17-14*

Gregory J. Stachura
Assistant Superintendent, Facilities, Planning, and Operations
5130 Riverside Drive
Chino, CA 91710-4130
Phone 909.628.1201 Ext. 1203

"Architect"

WLC ARCHITECTS



[Signature]

James P. DiCamillo, Architect, AIA
LEED AP
President, Principal
8163 Rochester Ave, Ste 100
Rancho Cucamonga, CA 91730-3754
Phone 909.987.0909
Fax 909.980.9980

Board Approved/Ratified, January 16, 2014

EXHIBIT 2 - REIMBURSEMENT AGREEMENT

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EXHIBIT A

SCOPE OF SERVICES

The Basic Services below to be performed by the Architect consist of professional tasks which have as their objective the design, technical documentation, agency approval, and construction administration to provide the Client with site improvements installed in a professional, structurally sound, timely and cost-effective manner. The Basic Services shall be performed in accordance with the standard of care set forth in this Agreement. The projects shall be suitable for the purposes for which the same are intended, comply with all applicable codes and laws, and completed on a timely basis within the approved construction budget. The services are described under the project phases in which they customarily occur. This order is for convenience only and does not necessarily reflect the sequence in which a service will actually be performed, or necessarily limit the projects, or any designated portion of the projects, to one of each phase. These phases may be divided to facilitate the procurement of segregated portions of the work. The Client reserves the right to designate the phasing of segregated portions of the work within the terms and conditions of this Agreement.

SERVICE REQUIRED THROUGHOUT EACH PHASE SEPARATELY DESCRIBED BELOW:

As a Basic Service, the Architect shall prepare all State paperwork required to be submitted for any project hereunder, to include, but not be limited to: preparation of all SAB forms, preparation of all Department of General Services forms and preparation of all OSA forms and reports. The duty to prepare all State paperwork includes the requirement to prepare all SAB 184 series paperwork needed to close out a State-funded project, including, without limitation, the preparation of SAB 184, 184A and 184AC.

A. SCHEMATIC DESIGN PHASE [Additional requirements over and above those prescribed by Article II of the Agreement]

1. The Architect shall assist the Client in preparing the program to ascertain the requirements of any project hereunder and shall review the understanding of such requirements with the Client.
2. The Architect shall prepare educational specifications for any school project hereunder as a Basic Service.
3. The Architect shall review the budgeted amount of each project hereunder with the Client and shall establish a tentative Project Construction Cost for such project subject to later revision, which shall be within the Master Project Budget. As a Basic Service, the Architect shall investigate the possibility of acquiring additional state funding and Federal FEMA funding eligibility for any project which could be utilized to increase the size, scope and/or configuration of such project. Potential options developed as a result of these investigations shall be presented to the Director of Purchasing for discussion and disposition.

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4. Upon written authorization from the Client to proceed and, based on the approved design narrative set forth in the applicable "letter agreement" and the project construction budget, the Architect shall prepare schematic design studies consisting of drawings and other documents illustrating the design concept, scale and relationship of any project hereunder for approval by the Client.
5. The Architect shall provide the Client periodically with copies of schematic design studies for the Client's review during the schematic design phase.
6. Documents prepared by the Architect for final schematic design phase submittal shall include drawings and a written report. The drawings shall include, but not be limited to, a proposed utilization study of the particular project site, schematic plans of all floor plan conditions, and if requested, simplified elevations indicating the fundamentals of the architectural concept. The report shall incorporate the Architect's estimate of Project Construction Cost and breakdown, as well as the schedule of the management plan. The Architect shall prepare such estimates as it deems necessary to assure itself that the project cost is within the project budget established for the particular project. Furthermore, the report shall include such discussion of design factors, if any, as are pertinent in the opinion of the Architect and outline descriptions of proposed engineered systems, construction methods, materials and work to be included in the construction contracts.
7. To be considered acceptable for final schematic design phase submittal, the documents shall contain, at a minimum (as applicable to any particular project or task within the scope of work described below):
 - a. Architectural
 - Single line drawings showing complete building layout, identifying the various major areas affected by the site growth or development, core areas and their relationships. These drawings shall also include schematic plans of all floor plan conditions and if requested, simplified elevations indicating the fundamentals of the architectural concept.
 - Schematic outline specifications including major building materials, descriptions of engineering systems with diagram plans if necessary and identification of finishes which define the design.
 - Site plan with building(s) located and overall grading plan with a minimum of 5'-0" contour lines. All major site development such as access road paving, walls and outside support buildings, structured parking facilities, and paved parking lots, if any, should be shown.
 - Gross and net area calculations separated to show conformance with the program of requirements.
 - b. Structural (Where Applicable)
 - Structural systems layout with overall dimensions and floor elevations. Work shall include identification of structural systems (pre-case, structural steel with composite

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deck, structural steel with bar joists, moment frame, etc.).

Identification of foundation requirements (fill requirements, piles, footings, etc.).

c. **Mechanical (Where Applicable)**

Work shall include block heating, ventilation and cooling load calculations, to include building skin versus internal loading.

A minimum of two (2) HVAC systems shall be identified and described which appear to be compatible with the Architect's design and which are compatible with loading conditions for life-cycle costing and comply with the Client's written specifications pertaining to HVAC systems.

Single line drawings showing locations of all mechanical equipment spaces, duct chases, and pipe chases shall be prepared.

All major mechanical equipment shall be located into allocated spaces.

d. **Electrical (Where Applicable)**

Work during this phase shall include preparation of a list of all major electrical equipment roughly scheduled to show size and capacity.

Complete preliminary one-line electrical distribution diagrams showing location of service entry, switchboards, motor control centers, panels, transformers (if any) and emergency generator (if any) shall be depicted.

8. Upon Client acceptance and approval of the schematic design, the structural bay sizes, floor elevations and exterior wall locations (building "footprint") should not be changed except by a design phase change order.

B. DESIGN DEVELOPMENT PHASE [Additional requirements over and above those prescribed by Article II of the Agreement]

1. The Architect shall prepare from the approved schematic design studies, for further approval by the Client, the design development documents consisting of drawings and other documents to fix and describe the size and character of the entire project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.
2. Design development documents prepared by the Architect shall include drawings and a written report in more detail than the schematic documents and shall take into account the Client's comments on the previous submittal. Drawings shall include dimensioned site development plan, floor plans, elevations, and one or more typical sections indicating proposed construction as may be necessary. Drawings shall also include information of major finishes as well as diagrammatic drawings illustrating fundamentals of major

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engineered systems, i.e., structural, mechanical and electrical, as may be necessary.

3. The documents for the final design development phase submittal shall consist of, as a minimum (as applicable to any particular project or site improvement task within the scope of work described below):
 - a. **Architectural**
 - Floor plans with final room locations including all openings.
 - Wall sections showing final dimensional relationships, materials and component relationships.
 - Identification of all fixed and loose equipment to be installed.
 - Finish schedule identifying all finishes (manufacturer's brochure may be acceptable if only prefabricated structures are used).
 - Well-developed door and hardware schedule showing final quantity plus type and quality levels.
 - Virtually complete site plan including grading and drainage.
 - Preliminary development of details and large scale blow-ups.
 - Legend showing all symbols used on drawings.
 - Outline specifications.
 - Reflective ceiling development including ceiling grid and all devices that penetrate ceiling (i.e., light fixtures, sprinkler heads, ceiling register or diffusers, etc.).
 - b. **Structural (Where Applicable)**
 - Plan drawings with all major structural members located and sized.
 - Outline specifications.
 - Foundation drawings.
 - c. **Mechanical. (Where Applicable)**
 - Preliminary heating and cooling load calculations for each space and major duct or pipe runs sized to interface structural.
 - Major mechanical equipment scheduled, indicating size and capacity.
 - Duct work and piping substantially located and sized.

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Devices in ceiling located.

Legend showing all symbols used on drawings.

Outline specifications.

d. Electrical (Where Applicable)

All power consuming equipment and load characteristics.

Total electric load.

Major electrical equipment (switchgear, distribution panels, emergency generator, transfer switches, UPS system, etc.) dimensioned and drawn to scale into the space allocated.

Complete preliminary site lighting design.

Outline specifications.

Lighting, power, telecommunications and office automation devices and receptacles shown in plan.

Final light fixture schedule.

Interior electrical loads estimate for systems, furniture, receptacles, light, food service equipment, and any other special use areas, etc.

C. CONSTRUCTION DOCUMENTS PHASE [FINAL PLANS] [Additional requirements over and above those prescribed by Article II of the Agreement]

1. Upon written authorization from the Client to proceed, the Architect shall prepare from the approved design development documents, working drawings and specifications setting forth in detail the requirements for the construction of the particular project. The Client will provide the conditions of the construction contract (general and any supplementary), advertisement for bids, instructions to bidders, time control specification provisions, and construction proposal forms and agreement(s) upon which the Architect shall comment and which the Architect shall incorporate into the construction documents.
2. Construction documents shall be packaged as prescribed in the management plan and completed in accordance with the schedule.
3. Detailed drawings shall cover all work included in the particular project or designated portion thereof.
4. The Architect shall provide the Client periodically with six (6) copies of in-progress construction documents during this phase. Additionally, the Architect shall submit for

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approval by the Client six (6) sets of preliminary construction documents at the stage of 50% completeness.

5. After review and approval of the 50% construction documents by the Client, the Architect

shall continue with the preparation of final construction documents and bid documents, including final specifications for all authorized work on the project. The Architect shall incorporate in those final documents the comments and any modifications and changes desired by the Client and any modifications required for compliance with all applicable codes, regulations, standards, the approved program, and prior written approvals and instructions of the Client. The Architect shall ensure that California Public Contract Code Section 3400 is strictly adhered to in preparing specifications. The resulting final construction document submittal is to be a complete, fully coordinated, integrated package, suitable for bidding distribution with required agency approvals, without any significant addenda or further clarification required. This package shall include general conditions and supplemental general conditions of the contract. The Architect shall coordinate the preparation of the bid package with the Client.

6. The Architect shall participate in such reviews and meetings as are necessary to ensure that the project design conforms to all applicable codes and all requirements of responsible agencies. The Architect shall make any changes to the construction documents which are required for issuance of all permits and legal authorizations needed to construct each particular project hereunder.

D. CONSTRUCTION PHASE [Additional requirements over and above those prescribed by Article II of the Agreement]

1. The construction phase for each portion of a project will commence with the award of the construction contract and will terminate when the final payment is made by the Client to the contractor under the construction contract for the project.
2. The Architect shall furnish with reasonable promptness all additional instructions necessary for the proper completion of the project, including, without limitation, any additional drawings, specifications or other documentation required in connection therewith. The Architect shall, at no additional cost to the District, provide all additional drawings and details deemed necessary by the Client or any contractor to properly execute the completion of the project and shall provide written outline specifications delineating the contractors' staging areas and the location of all barricades and other required construction signage and describing the required maintenance and upkeep of all barricades and other construction signage.
3. The Architect shall review, comment and approve shop drawings, samples, and other submissions of contractor(s) as well as the work performed by the contractor(s) for conformance with the design concept of the project and for compliance with the contract documents. Architect shall provide the Client with written notice of its receipt of any shop drawings, samples or other submissions promptly upon receipt of the same, and Client shall thereafter have two (2) business days after receipt of such notice to review and approve or

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disapprove such submittals. If Architect does not receive a written disapproval from Client within such two (2) business day period, then Architect may approve or disapprove the shop drawings, samples or other submissions, as applicable, in its discretion, and if Architect receives the Client's disapproval within such two (2) business day period, then Architect

shall disapprove the applicable submissions. The submittal log will be reviewed with the Client at the weekly construction meetings. This action will be deemed to provide compliance with above stated notice provisions. The review and return of submittals shall be accomplished by the Architect within ten (10) days of receipt thereof except when otherwise authorized by the Client. The return of submittals shall include the Architect's comments thereto until such submittals are finally approved by the Architect.

4. The Client will establish with the Architect procedures to be followed for review and processing of all shop drawings, catalog submissions, project reports, test reports, maintenance manuals, and other necessary documentation, as well as request for changes and applications for extensions of time.
5. The Architect shall, when requested by the Client, prepare change order documentation, including any modifications to the drawings or specifications necessitated by any change order.
6. The Architect shall render to the Client, the contractor, any subcontractor or any other person employed in connection with a project hereunder, within five (5) working days after request, interpretations of requirements of the contract documents and clarification of the contract documents. The Architect shall make all interpretations consistent with the intent of and reasonably inferable from the contract documents. The Architect's decision in matters relating to artistic effect shall be final if consistent with the intent of the contract documents.
7. Should errors, omissions or conflicts in the drawings, specifications or other contract documents by the Architect be discovered or observed by the contractor or any other person, the Architect will review such alleged errors, omissions or conflicts and, if necessary, will prepare and submit to the Client, all within five (5) working days after receiving notice thereof unless otherwise authorized by the Client, such amendments or supplementary documents and provide consultation as may be required, for which the Architect shall make no additional charges to the Client.
8. The Architect will have access to the work at any time during regular business hours and on weekends, holidays, and off-hours with prior notification and approval from the Client. To the extent possible, all site visits, observations and other activities by the Architect shall be coordinated through the construction manager, if any is assigned to the work, and otherwise through the Client
9. The Architect and its consultants (including, but not limited to, the structural, mechanical and electrical disciplines) shall make such periodic visits to the project site as may be necessary to familiarize themselves generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents. The Architect and such consultants will make a written record of each such site visit, which

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record shall include the date and time of the visit, the weather conditions on such date, a description of the condition of the project site and the Project on the date of the visit, including any concerns that the Architect or consultant may have with respect to the Project as a result of such visit, and such other information as the Architect or such consultant, as

applicable, may deem material. On the basis of such on-site observations, the Architect and its consultants shall take the appropriate steps to guard the Client against defects and deficiencies in the work of the contractor. If the Architect observes any work that does not conform to the contract documents, the Architect and its consultants shall not be required to make exhaustive or full-time on-site observations to check the quality or quantity of the work, but shall make as many observations as may be reasonably required to fulfill their obligations to the Client. The Architect shall not be responsible for construction means, methods, techniques, sequences, or procedures, or safety precautions and programs in connection with the work, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents.

10. The Architect shall order any work that does not conform with the contract documents removed, remade or replaced.
11. The Architect shall consider the claim of any contractor that another contractor's work is unsuitable for the reception of the contractor's work, and the Architect shall determine whether such work is, in fact, unsuitable. If such other contractor's work is unsuitable, the Architect shall order such other contractor to make any removal, replacement, repair, alteration or other improvement in order to correct the defect or deficiency.
12. Periodic visits of the Architect shall be not less than once weekly, timed to coincide with a weekly construction progress meeting with the contractor. Each engineering discipline shall make periodic visits at times deemed appropriate by the Architect, during the course of work applicable to its discipline. During critical work phases, each engineering discipline may be required to make periodic visits weekly, timed to coincide with a weekly construction progress meeting. The engineering disciplines shall prepare and submit a report on each visit, submitted via the Architect to the Client within three (3) working days of the visit. There shall be no limit of visits to the site by the Architect when the presence of the Architect is necessary to clarify the project drawings.
13. The Architect shall render written field reports relating to the periodic visits and observations of the project required by paragraph 12 above within five (5) working days to the Client in the form required by the Client. The Architect shall approve or disapprove any civil engineer hired by the contractor to perform field engineering services in connection with any project hereunder.
14. Based upon observations at the project site and upon the contractor's applications for payment, the Architect shall determine the amount owing to the contractor(s), pursuant to the terms of the applicable construction agreement, and shall issue certificates for payment to the Client in such amounts. The Client's representative(s) shall consult with the Architect in the determination of the amount due the contractor and the Architect shall sign the certificate of payment prior to the time it is transmitted to the Client. The Architect's signing of a certificate of payment shall constitute a representation by the Architect to the Client, based upon the Architect's observations at the project site and the data comprising

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the application for payment, that the work has progressed to the point indicated, that to the best of the Architect's knowledge, information and belief, the quality of the work appears to be in accordance with the contract documents (subject to: an evaluation of the work for conformance with the contract documents upon substantial completion; the results of any

subsequent tests required by the contract documents; minor deviations from the contract documents correctable prior to completion; and to any specific qualifications stated in the certificate for payment), and that the contractor is entitled to payment in the amount certified. By signing a certificate for payment to the Client, the Architect shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the contractor has used the monies paid on account of the construction contract price.

15. If, in accordance with its duty, the Architect advises the Client of nonconforming work as stated in paragraph 10 of this Exhibit A, the Architect shall confirm the nonconformance in writing to the Client's representative(s) within two (2) days of observation.
16. The Client's representative(s) shall have authority to condemn or reject work on behalf of the Client when in the Client's representative's or the Architect's opinion the work does not conform to the contract documents. Whenever in the Client's representative's or the Architect's reasonable opinion it is considered necessary to ensure the proper implementation of the intent of the contract documents, the Client's representative(s) shall have the authority to require special inspection or testing of any work in accordance with the provisions of the contract documents whether or not such work is fabricated, installed or completed.
17. The Architect shall obtain governing agency approval if any exceptions arise related to the design of a project or specified materials.
18. When the Client agrees that the work or portions of the work are substantially complete, the Architect and its consultants shall inspect the work or portions of the work and prepare and submit to the Client punch lists of the work of the contractor(s) which is not in conformance with the contract documents. The Client's representative(s) shall transmit such punch lists to the contractor(s). The Client may request that the Architect inspect and prepare a punch list on any portion of the work.
19. The Contractor shall prepare a set of blackline mylar or CAD disk record prints of project construction plans showing changes in the work made during the construction process, based on neatly and clearly marked-up contract drawings, prints, and other data furnished by the contractor(s) and the applicable addenda, clarifications, and change orders which occurred during the project. The Architect shall review the Contractor's as-builts prior to approving the monthly Payment Application.
20. The Architect and/or its consultants shall observe and review test data of the original operation of any equipment or system such as initial start-up testing, adjusting and balancing to make sure that all equipment and systems are properly installed and functioning in accordance with the design and specifications. The Architect and/or its consultants shall, when so requested, review any contractor's, subcontractor's or other person's request for substitutions and shall make a recommendation to the Client accepting or rejecting such proposed substitutions.

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21. The Architect shall review the contractor furnished maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection as required by the contract documents and forward all approved copies to the Client. In addition, the Architect shall conduct such observations as necessary to ensure all material and equipment warranties are in compliance with applicable specifications.
22. The Architect and its consultants shall conduct one (1) comprehensive final completion inspection per construction contract at the request of the Client and two (2) follow-up inspections to determine final completion per any construction contract. If more than one (1) final completion inspections or two (2) follow-up inspections are required, through no fault of the Architect, the additional inspections shall be deemed additional services.
23. Upon correction of the deficiency reports (punch lists), and acceptance of all other close-out submittals and certificates of the contractor, the Client and the Architect shall approve the application for final payment and the terms and provisions of paragraph 14 of this Exhibit A shall apply to the approval of any such application for final payment.
24. The Architect and its consultants shall conduct an inspection of the project ten (10) working days prior to warranty expiration, as requested by the Client, and provide to the Client a written report specifying any warranty deficiencies which may then exist.
25. When so requested, the Architect shall render decisions regarding disputes between the Client and any contractor or other person relating to the contract documents. The Architect will neither side with the District nor with any contractor or other person in any such dispute, but shall use its powers to enforce the faithful performance of the contract documents by all parties thereto.
26. The Architect shall sign and file all required DSA Quarterly Verified Reports with the Division of the State Architect (DSA). At the completion of the project and prior to final payment under this Agreement, all final verified reports must be signed and filed with the DSA, including all reports required from the Architect's consultants.

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EXHIBIT B

ADDITIONAL SERVICES

1. Services resulting from significant changes in the general scope, extent or character of any particular project or its design, including, but not limited to, changes in size, complexity of the project (including the milestone schedule, project or project and construction budget), changes in the character of construction or method of financing, and revising previously accepted studies, reports, design documents or contract documents when such revisions are due to any other cause beyond the Architect's control.
2. Services to prepare drawings and specifications for incorporation into a change order to reflect design changes required to be responsive to changed conditions, including any subsurface conditions recently discovered.
3. Services in connection with the preparation of drawings, specifications and other design documentation in connection with the preparation of additional or amended drawings, specifications and other design documentation to reflect changes in the project's scope, extent, character or requirements from its inception.
4. Services in connection with the preparation, review or assembly of maintenance manuals, warranties, guaranties and the development of systems and procedures for the control of operation and maintenance records for each project hereunder.
5. Consultation regarding replacement of work damaged by fire or other casualty during construction and furnishing services in connection with the replacement of such work.
6. Services made necessary by the default of any contractor under its construction contract with the Client or by major defects in the work by any contractor in the performance of its construction contract.
7. Providing planning surveys or alternative site evaluations.
8. Providing surveying services such as platting, mapping, subdivision agreements or recording subdivision plats.
9. Preparing to serve or serving as an expert witness for the Client in connection with any public hearing, arbitration proceeding or legal proceeding; however, preparing or serving as a fact witness for the Client or rendering testimony necessary to secure governmental approval of zoning, land use or other clearances for any project hereunder shall not constitute an additional service.
10. Providing more than one (1) complete "substantial completion (punch-list)" inspections attended by all disciplines and more than two (2) follow-up inspections to determine final completion per any single construction contract.
11. The selection by the Architect at the Client's request of moveable furniture, equipment or articles which are not included in the construction contract.

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12. Services actually performed in connection with a portion of the project that is subsequently deleted from the general scope of the project pursuant to a deductive change order or through deductive bid alternates (if not required to achieve a bid within the Project Budget).

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EXHIBIT C

ARCHITECT'S FEE AND PHASING/FUNDING SCHEDULES

(New Construction)

1. Fee Schedule.

The Architect and Owner shall use the Owner's Preliminary Construction Budget to establish an estimate of the Architect's Total Compensation based upon the following Fee Schedule:

- a. Nine percent (9%) of the first five hundred thousand dollars (\$500,000.00) of Computed Cost.
- b. Eight and one-half percent (8.5%) of the next five hundred thousand dollars (\$500,000.00) of Computed Cost.
- c. Eight percent (8%) of the next one million dollars (\$1,000,000.00) of Computed Cost.
- d. Seven percent (5%) of the next four million dollars (\$4,000,000.00) of Computed Cost.
- e. Six percent (6%) of the next four million dollars (\$4,000,000.00) of Computed Cost.
- f. Five percent (5%) of Computed Cost in excess of ten million dollars (\$10,000,000.00).
- g. Four percent (4%) of the cost of factory built portables.

For periodic payment purposes, this estimated total compensation may be adjusted upon mutual agreement of the Owner and Architect according to the Architect's Preliminary Project budget, the Architect's Updated Project Budget and the Architect's Final Estimate.

The actual total Compensation will be determined based on the actual construction costs for the Project. The term "Actual Construction Costs" shall be defined as (1) the sum of all of the contracts between the Owner and the contractors who will actually construct the Project and for whose work Architect or its consultants prepared Final Working Drawings and Specifications acceptable to the Owner; and (2) all authorized additive change orders for such contracts, so long as any such additive change orders were not made necessary by the negligent or willful acts or omissions of the Architect or its consultants; and (3) general conditions of the construction management fees for CM/multiple prime contracts, if any. The Actual Construction Costs shall not include the following: (1) compensation paid to the Architect, the Architect's consultants or other consultants hired by the Owner; (2) the costs of land or rights-of-way; (3) the costs of furnishings, equipment or other articles furnished by the Owner for the Project; (4) testing and inspection fees; (5) reimbursable costs as outlined in this Agreement or any other agreement for the Project; (6) other costs which are the responsibility of the Owner, including; and (7) all other construction management fees.

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2. PHASING/FUNDING SCHEDULE.

Progress payments towards Total Compensation shall never exceed the following percentages of Total Compensation as of the phase indicated:

Schematic Plan Phase:	Ten	percent (10%)
Design Development Phase:	Fifteen	percent (15%)
Construction Contract Documents Phase:	Forty	percent (40%)
DSA Approval Phase:	Five	percent (5%)
Bid Phase:	Five	percent (5%)
Construction Phase:	Twenty-five	percent (25%)

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EXHIBIT C

ARCHITECT'S FEE AND PHASING/FUNDING SCHEDULES

(Modernization/Reconstruction)

1. Fee Schedule.

The Architect and Owner shall use the Owner's Preliminary Construction Budget to establish an estimate of the Architect's Total Compensation based upon the following Fee Schedule:

- a) Twelve percent (12%) of the first five hundred thousand dollars (\$500,000.00) of Computed Cost.
- b) Eleven and one-half percent (11.5%) of the next five hundred thousand dollars (\$500,000.00) of Computed Cost.
- c) Eleven percent (11%) of the next one million dollars (\$1,000,000.00) of Computed Cost.
- d) Ten percent (10%) of the next four million dollars (\$4,000,000.00) of Computed Cost.
- e) Nine percent (9%) of the next four million dollars (\$4,000,000.00) of Computed Cost.
- f) Eight percent (8%) of Computed Cost in excess of ten million dollars (\$10,000,000.00).
- g) Four percent (4%) of the cost of factory built portables.

For periodic payment purposes, this estimated total compensation may be adjusted upon mutual agreement of the Owner and Architect according to the Architect's Preliminary Project budget, the Architect's Updated Project Budget and the Architect's Final Estimate.

The actual total Compensation will be determined based on the actual construction costs for the Project. The term "Actual Construction Costs" shall be defined as (1) the sum of all of the contracts between the Owner and the contractors who will actually construct the Project and for whose work Architect or its consultants prepared Final Working Drawings and Specifications acceptable to the Owner; and (2) all authorized additive change orders for such contracts, so long as any such additive change orders were not made necessary by the negligent or willful acts or omissions of the Architect or its consultants; and (3) general conditions of the construction management fees for CM/multiple prime contracts, if any. The Actual Construction Costs shall not include the following: (1) compensation paid to the Architect, the Architect's consultants or other consultants hired by the Owner; (2) the costs of land or rights-of-way; (3) the costs of furnishings, equipment or other articles furnished by the Owner for the Project; (4) testing and inspection fees; (5) reimbursable costs as outlined in this Agreement or any other agreement for the Project; (6) other costs which are the responsibility of the Owner; and (7) all other construction management fees.

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2. PHASING/FUNDING SCHEDULE.

Progress payments towards Total Compensation shall never exceed the following percentages of Total Compensation as of the phase indicated:

Schematic Plan Phase:	Ten	percent (10%)
Design Development Phase:	Fifteen	percent (15%)
Construction Contract Documents Phase:	Forty	percent (40%)
DSA Approval Phase:	Five	percent (5%)
Bid Phase:	Five	percent (5%)
Construction Phase:	Twenty-five	percent (25%)

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EXHIBIT D

PROJECT AUTHORIZATION

PROJECT AUTHORIZATION NUMBER ____

DATE: _____

This Project Authorization is issued pursuant to the Agreement Between District and Architect for Continuing Professional Services (dated April 19, 2013), by and between CHINO VALLEY UNIFIED SCHOOL DISTRICT (CLIENT) and WLC ARCHITECTS (ARCHITECT), and when fully executed, is considered as an integral part of said Agreement subject to all the provisions and conditions thereof.

The Client does hereby authorize the Architect to provide professional services on the following project:

- 1. **PROJECT NAME AND LOCATION**

- 2. **PROJECT DESCRIPTION/SCOPE**

- 3. **ARCHITECT'S SERVICES**

The Architect shall provide those services specified to be performed by the Architect. The following phases of services are authorized:

- | | |
|--------------|-----------------------------|
| ____ Phase 1 | Pre-Design |
| ____ Phase 2 | Preliminary Design |
| ____ Phase 3 | Final Design |
| ____ Phase 4 | Bidding/Negotiation |
| ____ Phase 5 | Construction Administration |
| ____ Phase 6 | Post-Construction |
| ____ Other | Planning |

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- 4. ARCHITECT'S COMPENSATION

- 5. PROJECT CONSTRUCTION BUDGET

- 6. PROJECT COMPLETION SCHEDULE

- 7. OTHER PROVISIONS

This Project Authorization No. ____ is hereby approved the Client and the Architect having executed said Authorization on _____.

Chino Valley Unified School District

WLC Architects

James P. DiCamillo, AIA
Principal

cc: Contract File

EXHIBIT 3

CM SERVICES AGREEMENT WITH BALFOUR BEATTY CONSTRUCTION LLC

[See following pages]

EXHIBIT 3 - REIMBURSEMENT AGREEMENT

CONSTRUCTION MANAGEMENT SERVICES

(For Multi-Prime Projects)

This Construction Management Services Master Agreement (“Agreement”) is made and entered into this 14th day of June 2018 by and between the Chino Valley Unified School District (hereinafter the “District”) and **Balfour Beatty Construction LLC** (hereinafter referred to as “Construction Manager”) for construction management services relating to a multi-prime construction master contract for construction of **Chino High School Reconstruction** (the “Project”).

ARTICLE 1

CONSTRUCTION MANAGER’S SERVICES AND RESPONSIBILITIES

Construction Manager represents to the District that it has the necessary license for a Construction Manager as provided for in Government Code section 4525 et seq. that it has expertise and experience in construction supervision; bid evaluation; project scheduling; cost benefit analysis; claims review and negotiation; and general management and administration of construction projects. Construction Manager further represents to the District that it is properly registered with the Department of Industrial Relations and qualified to perform public works in accordance with Labor Code sections 1725.5 and 1771.1 at all times during the term of this Agreement. Construction Manager covenants to provide its best skill and judgment in furthering the interests of the District in the management of the construction of the Project. Construction Manager agrees to furnish efficient business administration and management services and to perform in an expeditious and economical manner consistent with the interests of District. Construction Manager shall provide the following services with respect to Project.

Construction Manager agrees that in the event the District seeks State funding for the Project and the SAB adopts a policy for construction management services applicable to the New State Program (“New SAB Policy”), Construction Manager shall comply with the New SAB Policy and this Agreement shall be revised to comply with the New SAB Policy if the District is required to comply with the New SAB Policy as a condition for receiving State funding for the Project.

1.1 PRECONSTRUCTION SERVICES

1.1.1 The services to be provided during the Preconstruction Phase for the Project include, but are not limited to, providing responsible reporting, documentation, recommendations and supervision of the following services: pre-construction scheduling, review and recommendations during the design development stages from the schematic phase to the completion of working drawings, preparation of conceptual and periodic estimates, budget assessment and cost containment advice, value engineering studies and recommendations, and Construction Manager reviews.

1.1.2 Construction Management Plan. In consultation with the Architect of Record (“Architect”), the Construction Manager shall prepare a Construction Management Plan

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for the Project which shall establish the scope for the Project and the general basis for the sequence of contracting for construction of the Project. In preparation for this Construction Management plan, the Construction Manager shall evaluate the local construction market, the District's schedule and budget goals for the Project, develop various alternative approaches, and make recommendations to the District. Upon approval by the District of the Construction Management Plan for the Project, the Construction Manager shall prepare the Construction Management Plan in final form. This document shall indicate the Project's rationale and recommend the strategy for purchasing, construction, the various bid packages for Project, and a Master Project Schedule.

1.2 GENERAL SERVICES

1.2.1 Master Project Schedule. The Construction Manager shall develop a Master Project Schedule for each Project, subject to approval by the District, which shall contain key milestones to be accomplished by the participants, including milestone completion dates for the Architect's and any consultant's design activities. The Master Project Schedule shall be consistent with the schedule attached hereto as Exhibit "A" and incorporated herein. The Master Project Schedule shall contain a critical path schedule for the construction of the Project and shall provide all major elements including dates, durations, phasing, milestones, and general sequencing necessary for the completion of the Project. Completion date of The Master Project Schedule shall be mutually agreed upon by District and CM and included in the amendment of each individual project. The Construction Manager shall periodically update the Master Project Schedule for the Project and submit each update to the District for the District's approval. Based on the approved Master Project Schedule, the Construction Manager shall prepare an Outline Schedule that includes all requirements of the Project. The Outline Schedule will be issued to all bidders for the Project and will be used by the Trade Contractors to prepare their Trade Contractor Baseline Schedules and to prepare the Project Baseline Schedule.

1.2.2 Project Budget. The Construction Manager shall provide a budget based upon the amounts provided by the District pursuant to Article 2.2 ("Project Budget"). This budget shall include: the anticipated total of all of the separate contracts for the Project pursuant to Article 1.2.9 ("Construction Cost"); Construction Manager's compensation; and the General Conditions costs as provided in this Agreement. The Construction Manager shall review any Project requirements of District, the District's schedule goals, and existing budget data.

The Construction Manager shall make a report of the Project Budget to the District indicating: (1) shortfalls or surpluses in the budget, and (2) recommendations for cost reductions, value engineering, or revisions to the District's Project requirements. The Construction Manager shall consult with the Architect and the District to suggest reasonable adjustments in the scope of the Projects, if any, and to suggest alternate Bids in Construction Documents to adjust the construction costs to conform to the Project Budget.

1.2.3 Cost Management Procedures. The Construction Manager shall implement and maintain cost management procedures throughout the Preconstruction Phase for the Project. When design or programmatic changes are made and approved by the District, these changes shall be recorded and the cost effect shall be documented.

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1.2.4 Construction Management Coordination. The Construction Manager shall provide input to the District relative to means and methods of construction, duration of construction, and constructability.

1.2.5 Constructability Reviews. The Construction Manager shall review the Architect's 50% and 90% Construction Documents submissions and provide written comments on the coordination of the various disciplines, including, but not limited to, civil, structural, architectural, mechanical, electrical, HVAC, plumbing, and landscape. The Construction Manager shall perform constructability reviews of such Construction Documents utilizing a checklist type method such as Redicheck or some other form acceptable to District. The checklists shall be made available to the District. The Construction Manager shall confirm that all constructability comments and revisions agreed upon by the Construction Manager, Architect and District are incorporated into the Construction Documents prior to them being issued to bidders.

1.2.6 Cost Adjustment Sessions/ Value Engineering. The Construction Manager shall prepare for the District's approval a more detailed estimate of Construction Cost, as defined in Article 3, developed by using estimating techniques which anticipates the various elements of the Project. The Construction Manager shall update and refine this estimate at 50% and 90% completion of the Construction Documents. The Construction Manager shall advise the District and the Architect if it appears that the Construction Cost may exceed the budgeted amount for Construction Cost as set forth in the Project Budget. The Construction Manager shall make recommendations for corrective action to bring the Construction Costs within the District Budget including any proposed value engineering to reduce costs. The Construction Manager shall confirm that all approved value engineering revisions are incorporated into the Construction Documents prior to them being issued to bidders.

1.2.7 Design Review and Comments. The Construction Manager shall provide coordination between the Architect and the District on the proper flow of information for the Project. The Construction Manager shall develop written procedures for orderly communication to all Project consultants. Construction Manager shall advise on-site use and improvements. A fixed limit has been established under Article 2.2 The Construction Manager shall consult with the Architect and the District to suggest reasonable adjustments in the scope of the Project, and to suggest alternate bids in the Construction Documents to adjust the Construction Cost to the budgeted amount for Construction Cost as set forth in the Project Budget, if necessary. The Construction Manager shall not have any design or engineering responsibility or liability.

1.2.8 Assignment of Responsibility. The Construction Manager shall provide recommendations and information to the District regarding the assignment of responsibilities for safety precautions and programs; temporary Project facilities; and equipment, materials and services for common use of contractors. The Construction Manager shall verify that the requirements and assignment of responsibilities are included in the proposed contract documents.

1.2.9 Separate Contracts (Multi-Prime Contracting). The Construction Manager shall advise on the separation of the Project into separate contracts for various categories of work ("Contracts"). The Construction Manager shall advise on the method to be used for selecting trade contractors and awarding individual bids. The Construction Manager shall prepare and revise contractor prequalification documents and identify potential contractors for District approval. The

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Construction Manager shall inspect, review, revise and assure proper delivery, assembly of the Project manuals and specifications and shall manage and coordinate the development of Construction Documents with the Architect. The Construction Manager shall review drawings and specifications for the Contracts to provide that: (1) the work of the separate contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate separate Contract and there are no gaps or overlaps in the work for each Contract to fully complete the Project, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

1.2.10 Monthly Reports. With the District's assistance, Construction Manager shall provide a detailed cash flow tracking system for the Project. The system must be approved and accepted by the District. The Construction Manager shall update the cash flow spread sheet monthly or as required by the District.

1.2.11 Coordination of Relocation of District Property. If applicable, Construction Manager shall coordinate the moving, relocation, temporary housing and storing of the District's property prior to the construction phase for the Project.

1.2.12 Office of Public School Construction and Other Public Agencies. The Construction Manager, in cooperation with the District and Architect, shall assist with the coordination and processing of all necessary paperwork and close-out documents with the Office of Public School Construction ("OPSC"), Division of the State Architect ("DSA") and any other applicable public agencies.

1.2.13 Professional Consultants. The Construction Manager shall assist the District, if required, in selecting and retaining the professional services of surveyors, special consultants and testing laboratories, and coordinate their services.

1.3 PLAN CHECK AND BIDDING PHASE.

1.3.1 Bidding Procedures. The Construction Manager shall develop and expedite bidding procedures for bid document issuance, bid tracking and receipt of proposals with regard to each of the Contracts. The Construction Manager shall also take the necessary procedures to administer any prequalification of potential contractors as directed by the District and ensure that all Contracts are competitively bid when required by law.

1.3.2 Public Relations Activities. The Construction Manager shall assist the District in all public relations including, but not limited to, preparation of Project information and attending internal and public meetings as required, including site meetings. The Construction Manager shall be the point of contact for the entire community during all phases of construction in regards to any complaints, questions, safety issues, noise problems, dust problems, etc. and will notify the District in advance of taking any appropriate action that requires a public communication document or public statement.

1.3.3 Generate Bidder Interest. The Construction Manager shall develop bidder's interest in the Project and shall maintain contact with potential bidders for the Contracts on a regular basis throughout the bid period. A telephone campaign shall be conducted by Construction Manager to stimulate and maintain interest in bidding on the Project.

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1.3.4 **Bid Advertisements.** The Construction Manager shall coordinate the preparation and placement of the notices and advertisements to solicit bids for each of the Contracts as required by law in cooperation with the District.

1.3.5 **Prepare and Expedite Bid Documents Delivery.** The Construction Manager shall coordinate and expedite the preparation, assembly and delivery of bid documents and any addenda for each of the Contracts to the bidders including the following, as applicable:

- (a) Establish bid schedule by trade;
- (b) Prepare summaries of work bid packages;
- (c) Arranging for printing, binding and wrapping;
- (d) Arranging for delivery; and
- (e) Follow-up calls to the bidders.

The Construction Manager shall include the following requirements in all proposed Trade Contracts:

- (a) The following bonding requirements:
 - (i) Performance bond at 100% of the contract amount; and
 - (ii) Labor and material bond at 100% of the contract amount.
- (b) Insurance in amounts and coverage as directed by the District prior to bid.
- (c) All bonds must be provided by a California admitted surety.

1.3.6 **Pre-Bid Conference(s).** In conjunction with the Architect and District, the Construction Manager shall conduct the pre-bid conference(s). These conferences shall be a forum for the District, the Construction Manager, and Architect to present the District's Project requirements to the bidders, including prequalification requirements, as appropriate, and shall familiarize bidders with the particular Project, bid documents, management techniques and with any special systems, materials or methods.

1.3.7 **Prequalification.** The Construction Manager shall assist the District in administering any prequalification of bidders and subcontractors pursuant to Public Contract Code section 20111.5 and/or 20111.6, evaluating prequalification documents submitted by contractors and assisting in any appeals regarding a contractor's prequalification result or status.

1.3.8 **Coordination and Inquiries.** The Construction Manager shall coordinate communications related to bidder inquiries and seek resolution for the appropriate party and provide timely forwarding of such information to the bidders and District.

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1.3.9 Addenda Review. The Construction Manager shall administer the addenda process and shall provide a review of each addendum during the bid phase for time, cost, or constructability impact, and make appropriate comments or recommendations.

1.3.10 Bidding of Work. All construction work for the Project shall be competitively bid when required by law and awarded in no more than two bid phases in accordance with normal requirements for general contractors. If the Project is funded by State funds, the Construction Manager shall comply with any applicable SAB requirements. A bid phase summary shall be submitted with each bid phase package listing only the low bidders, their contract amounts, the Construction Manager's fee and General Conditions costs assigned to each bid phase, summed as a total committed cost. Construction Manager shall assist the District and Architect to ensure compliance with Education Code Section 17076.11 with respect Disabled Veteran Business Enterprise goals.

1.3.11 Bid Evaluation. The Construction Manager in cooperation with Architect shall assist the District in prequalification, the bid opening, evaluation of the bids for completeness, full responsiveness and price, including alternate prices and unit prices (if applicable), shall make a formal report to the District with regard to the potential award of a Contract, shall receive bids, prepare bids. The Construction Manager shall include a copy of the proposed Contract for each bidder recommended by the Construction Manager.

If applicable, the summary of bids shall classify all bids according to SAB cost allowance categories. When a bid includes work in more than one cost category, the summary shall assign an appropriate amount to each.

Construction Manager shall certify in writing that the Contracts contained in the submittal for the District represents all the contracts required to perform the work in the plans and specifications for the Project, and that no additional contracts are foreseen to complete the necessary work for such Project. In the event the contracts and the work deferred for the future do not represent 100% of the work, Construction Manager shall be responsible for providing all the construction management services necessary to complete the work that was not included in the initial Contract submittal at no additional cost to the District. In no event shall Construction Manager be entitled to additional compensation or general conditions costs for performing construction management services that are necessary to complete work that was not included in the initial Contracts submittal prepared by the Construction Manager.

1.3.12 Rebidding. In the event the bids exceed the Project Budget and the District authorizes rebidding of all or portions of the Project, the Construction Manager shall cooperate in revising the scope and the quality of work as required to reduce the construction costs for the Project. The Construction Manager, without additional compensation, shall cooperate with the District and Architect as necessary to bring construction costs within the Project Budget.

1.3.13 Non-interest in Project. The Construction Manager shall not be a bidder, or perform work for any bidder on any individual Contract.

1.3.14 Purchase, Delivery and Storage of Materials and Equipment. If applicable, the Construction Manager shall investigate and recommend a schedule for the District's purchase

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of materials and equipment which are a part of the Project and require long lead time procurement, and coordinate the schedule with the early preparation of portions of the contract documents. The Construction Manager shall expedite and coordinate delivery of all purchases.

If applicable, the Construction Manager shall arrange for delivery and storage, protection and security for District -purchased materials, systems and equipment which are a part of the Project, until such items are incorporated into the Project. The Construction Manager shall coordinate with or assign these activities to the appropriate contractor who is responsible for the installation of such materials, systems, and equipment.

1.3.15 Analysis of Labor. The Construction Manger shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations to minimize adverse effects of labor shortages.

1.4 CONSTRUCTION PHASE.

The Construction Phase for the Project shall commence with the award of the initial Contract and shall continue until sixty-five (65) days after the recording of a notice of completion for the Project or sixty-five (65) days after completion of the Project as defined in Public Contract Code Section 7107 whichever is earlier.

The Construction Phase consists of the coordination of all activities that are included in the construction of a particular Project. The Construction Manager shall be responsible for coordinating the work for the Project pursuant to the Outline Schedule and Project Baseline Schedule for the construction of the Project. The Construction Manager shall maintain communication with the District throughout the Construction Phase and shall provide responsible reporting and documentation prior to the contractors' pre-construction conference and shall be responsible for coordinating the site construction services provisions (general conditions items) including supervision and administration of the Project, conducting construction progress meetings, providing progress reports, processing contractors requests for information (RFI's), reviewing and recommending with the Architect the approval or disapproval of construction change documents, immediate change directives, change orders and payments to the contractors, and maintaining record keeping to assist the District in negotiations, mediation or arbitration of claims or disputes.

1.4.1 Pre-Construction Conference(s). The Construction Manager shall conduct, in conjunction with the District and the Architect, pre-construction orientation conference(s) for the benefit of the successful contractors and shall serve to orient the contractors to the various reporting procedures and site rules prior to the commencement of actual construction. The Construction Manager shall obtain the certificates of insurance and bonds from the contractors and forward such documents after approval by the Construction Manager to the District. Construction Manager shall conduct initial coordination meetings with the Trade Contractors as required to review and analyze the Contract Documents and address conflicts and clashes observed or that are otherwise determined to exist in the Contract Documents by the Construction Manager so issues can be resolved through RFI's or generated questions.

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1.4.2 **Contract Administration.** The Construction Manager, in cooperation with the Architect, shall administer the construction Contracts as set forth herein and as provided in the General Conditions of the Contacts for construction. The Construction Manager shall coordinate the preparation of construction staging areas on-site for the Project and shall coordinate the preparation of the site for construction, including, but not limited to, coordinating fencing, barricades or other items reasonably necessary for efficient construction. The Construction Manager shall also coordinate the mobilization of all contractors and shall coordinate construction sequencing.

In addition, the Construction Manager shall provide management and related services as required to coordinate work of the contractors with each other and the activities and responsibilities of the Architect and the District in order to complete the Project in accordance with the Contract Documents and this Agreement and within the Project Budget. The Construction Manager shall provide sufficient organization, qualified and experienced personnel and management to carry out the requirements of this Agreement.

The Construction Manager shall maintain a competent full-time staff at the Project site for the purpose of coordinating and providing general direction for the work and progress of the contractors.

1.4.3 **Submittal Procedures.** The Construction Manager shall establish and implement procedures with the Architect and coordinate and review shop drawing submittals, requests for information, samples, product data, change orders, payment requests, material delivery dates and other procedures; and maintain logs, files and other necessary documentation. Construction Manager shall assist the Architect and the District's inspector with confirming all contractors and subcontractors submit certified payroll records to the Labor Commissioner in accordance with Labor Code section on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner). The Construction Manager shall coordinate the dissemination of any information regarding submittals and consult with the Architect and the District if any Contractor requests interpretations of the meaning and intent of the Contract Documents, and assist in the resolution of questions which may arise.

1.4.4 **Meetings.** The Construction Manager shall coordinate and conduct preconstruction, construction and weekly job-site progress meetings with the Contractors and shall work with the Architect to ensure that the Architect records, transcribes and distributes minutes to all attendees, the District, and all other appropriate parties. The Construction Manager shall assist in the resolution of any technical construction issues.

1.4.5 **Coordination of Technical Inspection and Testing.** The Construction Manager shall coordinate with the District's certified inspector all testing required by the Architect or other third parties. If requested, the Construction Manager shall assist the District in selecting any special consultants or testing laboratories. All inspection reports shall be provided to the Construction Manager on a regular basis.

1.4.5.1 The Construction Manager shall verify that the Project Inspector has the appropriate amount of Project Inspection Cards (Form DSA 152) that are needed for the inspection and completion of the entire Project prior to the commencement of any work by any

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Trade Contractor on the Project. The Construction Manager shall immediately inform the District and the Architect if the Project Inspector does not have the requisite Project Inspection Cards needed for the inspection and completion of the Project. The Construction Manager shall review the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103) for the Project prior to the commencement of any work on the Project in order to become familiar with the all testing and inspections that are required for the completion of the Project.

1.4.5.2 The Construction Manager shall meet with the Architect, Project Inspector, District, Trade Contractors, Laboratory of Record and Special Inspectors as needed throughout the completion of the Project to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

1.4.5.3 The Construction Manager shall coordinate with all Trade Contractors to ensure timely requests for inspections are made and that the requirements related to the DSA's Inspection Card Process and Form DSA 152 are being met for the Project. The Construction Manager shall notify the District, in writing, when delays or impacts to the Project Schedule are being caused by a party not complying with DSA's Inspection Card requirements and Form DSA 152. The Construction Manager shall establish a procedure to verify that the Architect, Architect's Consultants, Project Inspector, Laboratory of Record and Trades Contractors are performing services in compliance with the "Construction Oversight Process Procedure" required by the California Code of Regulations, Title 24 and as further described in the DSA's PR 13-01 and 13-02. As part of the procedure established under this section, Construction Manager must be able to verify that all interim verified reports and verified reports are being submitted to the DSA by the responsible parties in a timely manner. As part of the monthly reporting process, Construction Manager shall notify the Owner when the Architect, Architect's Consultants, Project Inspector, Laboratory of Record or Contractor have failed to comply with the Construction Oversight Process Procedure and must inform the Owner of the impact such failure(s) will have upon the Project and its schedule.

1.4.5.4 Any references to the DSA requirements, DSA forms, documents, manuals applicable to the Project shall be deemed to include and incorporate any revisions or updates thereto.

1.4.6 Construction Observation. The Construction Manager shall assist the District's inspector in observing that the materials and equipment being incorporated into the work are handled, stored and installed properly and adequately and are in compliance with the contract documents for the Project. The Construction Manager shall report to the District regarding the status of such activity. The Construction Manager shall endeavor to guard against defects and deficiencies and shall advise the District of any deviations, defects or deficiencies the Construction Manager observes in the work. The Construction Manager's observation duties shall include reasonable diligence to discover work that is not in compliance with the contract documents. These observations shall not, however, cause the Construction Manager to be responsible for those duties and responsibilities which belong to the District's inspector.

1.4.7 Non-Conforming Work. The Construction Manger shall, in conjunction with the District's inspector, review contractor's recommendations for corrective action on observed non-conforming work. The Construction Manager shall make recommendations to the

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District, the Architect and Project Inspector in instances where the Construction Manager observes work that, in its opinion, is defective or not in conformance with the contract documents. The Construction Manager shall assist the Project Inspector in observing the Contractor's work to verify that all authorized changes are properly incorporated in the Project. The Construction Manager shall report to the District regarding the status of such activity and provide a written record of the same.

1.4.8 Exercise of Contract Prerogatives. The Construction Manager shall advise the District and make recommendations to the District for exercising the District's Contract prerogatives, such as giving the Contractor notice to accelerate the progress when the schedule goals are in jeopardy due to Contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve Contract compliance.

1.4.9 Implementation of Project Baseline Schedule. The Construction Manager shall prepare and implement a Project Baseline Schedule based on the input and Trade Contractor Baseline Schedules provided by the Trade Contractors. The Project Baseline Schedule (or Schedule Update) prepared by the Construction Manager shall then constitute the schedule to be used by Trade Contractors, separate contractors, and the District until subsequently revised. The Project Baseline Schedule shall incorporate the Outline Schedule from the Master Project Schedule and shall note durations that will not be adequate or should be shortened based on the reviews of the Trade Contractors. Any modifications to the Outline Schedule shall be reviewed with all other applicable Trade Contractor Baseline Schedules and incorporated into the Construction Manager's Project Baseline Schedule for the entire Project. Construction Manager shall regularly update and maintain the Project Baseline Schedule incorporating the activities of Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of products requiring long lead time procurement. The Project Baseline Schedule shall include the District's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update, reissue and distribute the Project Baseline Schedule as required to show current conditions and revisions required by the actual experience and to incorporate Trade Contractor updates. The Construction manager shall notify the District when a Trade Contractor fails to participate in the coordination process of the Project Baseline Schedule or otherwise fails to provide a Trade Contractor Baseline Schedule related to its scope of Work for use by the Construction Manager.

1.4.10 Safety Programs. To the extent required by OSHA or any other public agency, Construction Manager shall obtain each Contractor's safety programs and monitor their implementation along with any necessary safety meetings. Construction Manager shall ensure that such safety programs are submitted to the District.

1.4.11 Endorsements of Insurance, Performance/Payment Bonds. The Construction Manager shall receive and review Endorsements of Insurance, Performance/Payment Bonds from the Contractors and forward them to the District with a copy to the Architect prior to commencement of any work by such contractors. Construction Manager shall inform the District of any noted deficiencies in insurance, or bonds submitted.

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1.4.12 Changes in Construction Cost. The Construction Manager shall revise and refine the approved estimate of Construction Cost, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed.

The Construction Manager shall provide regular monitoring of the approved estimate of Construction Cost, showing actual costs for activities in progress and estimates for uncompleted tasks. The Construction Manager shall identify variances between actual and budgeted or estimated costs and advise the District and the Architect whenever the Project's costs appear to be exceeding budgets or estimates.

1.4.13 Construction Progress Review. The Construction Manager shall keep a daily log containing a record of weather, the Contractors working on the site, number of workers, work accomplished, problems encountered, and other relevant data or such additional data as the District may require. The Construction Manager shall make the log available to the District upon request. The Construction Manager shall prepare and distribute the construction schedule updates to the Project Baseline Schedule on a monthly basis to maintain the Project Baseline Schedule. After an evaluation of the actual progress as observed by the Construction Manager, scheduled activities shall be assigned percentage-complete values. The report shall reflect actual progress as compared to scheduled progress and note any variances. The Construction Manager shall identify problems encountered in accomplishing the work and recommend appropriate action to the District to resolve these problems with a minimum effect on the timely completion of the Project. If requested by the District, the Construction Manager shall assist the Contractor(s) in preparing a recovery schedule. The recovery schedule shall reflect the corrective action costs (if any) and efforts to be undertaken by the contractor(s) to recapture lost time. This recovery schedule shall be distributed to the Contractor(s), the District, Architect and other appropriate parties.

1.4.14 Maintain On-Site Records. The Construction Manager shall develop and implement a comprehensive document management program. The Construction Manager shall maintain at the Project site, on a current basis: a record copy of all Contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings; product data; samples; submittals; purchases; materials; equipment; applicable handbooks; Titles 21 and 24 of the California Code of Regulations; the California Uniform Building Code; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Contracts. The Construction Manager shall maintain records in duplicate, of principal building layout lines, elevations for the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer, if necessary. The Construction Manager shall make all records available to the District. At the completion of the Project, the Construction Manager shall deliver all such records to the Architect, so the Architect may complete the record as-built drawings.

1.4.15 Schedule of Values and Processing of Payments. The Construction Manager shall review and approve each Contractor's schedule of values for each of the activities included in that Contractor's schedule of events. The Construction Manager shall develop and maintain a master schedule of values. The Construction Manager shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments. As part of the evaluation of progress payments, the Construction Manager shall review all "as-built" documents and ensure that the Contractor's "as-built" documents are updated and

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current. The Construction Manager shall review with the Architect and make recommendations to the District pertaining to payments to the Contractors.

1.4.16 Changes to the DSA Approved Construction Documents. After the Project has been let, all changes to the DSA approved Construction Documents shall be made by means of a Construction Change Document ("CCD") prepared by the Architect in conjunction with the Construction Manager. The Construction Manager shall review all CCD's related to the Project to determine which changes affect the Structural, Access or Fire & Life Safety (collectively "SAFLS") portions of the Project and ensure that such changes are documented and implemented through a written CCD-Category A (Form DSA 140). The Construction Manager shall verify that all CCD-Category A's are submitted to the DSA by the Architect with all supporting documentation and data and that such CCD's are approved by the DSA before work commences on the Project related to such CCD's. The Construction Manager shall verify that the District has reviewed and approved of all CCD-Category A's before they are submitted to the DSA by the Architect for review and approval. All other changes to the DSA approved Construction Documents not involving SAFLS portions of the Project are not required to be submitted to the DSA unless the DSA specifically requires such changes to be submitted to the DSA in the form of a written CCD-Category B (Form DSA 140) inclusive of all supporting documentation and data. The Construction Manager shall verify that all CCD-Category B's are submitted to the DSA by the Architect with all supporting documentation and data and that such CCD's are approved by the DSA before work commences on the Project related to such CCD's. Changes that are not determined by the Architect and/or DSA to require documentation through an approved CCD-Category A or CCD-Category B shall be documented by the Architect and Construction Manager through an alternative CCD form or other document approved by the District. The Construction Manager shall evaluate Trade Contractors' proposal costs and make a formal recommendation to the District regarding the acceptance of any proposals for a Change Order. The Construction Manager shall assist the Architect with the preparation and issuance of any Immediate Change Directives ("ICD"), as directed by the District, to complete work that is necessary due to a Trade Contractor's failure to complete the Project in accordance with the DSA approved Construction Documents. An ICD is a written order prepared by the Architect and signed by the District and the Architect directing a change in the work where the work must proceed immediately and stating a proposed basis for adjustment, if any, in a Trade Contractor's Contract sum or Contract Time, or both. The Construction Manager shall ensure that the Project Inspector is provided with a copy of each ICD and shall coordinate the inspection of the applicable work under any ICD pursuant to such ICD.

1.4.17 Negotiations of Change Order Costs and Time Extensions. All changes to the DSA approved Construction Documents, whether set forth in a CCD, ICD or any other document approved by the District, shall be incorporated into Change Orders prepared by the Construction Manager in conjunction with the Architect for the District's approval. Each Change Order shall identify: (1) the description of the change in the work; (2) the amount of the adjustment to the Trade Contractor's Contract sum, if any; and (3) the extent of the adjustment in the Trade Contractor's Contract Time, if any. The Construction Manager shall prepare Change Orders, with supporting documentation and data, for the District's review in accordance with the Construction Documents. The Construction Manager shall assist the District and the Architect representative in negotiating any CCD/Change Order costs and time extensions. The Construction Manager shall

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evaluate and make written recommendations regarding Trade Contractors' proposals for possible CCD's and/or Change Orders.

1.4.18 Change Order Reports. The Construction Manager shall not issue instructions contrary to the Contract between the District and a Trade Contractor, or between the District and Architect. The Construction Manager shall ensure that all changes to the Contract between the District and a Trade Contractor are documented by an approved CCD, ICD, or other document approved and executed by the District. Any communication between the Construction Manager and the Trade Contractors shall not in any way be construed as binding on the District, or releasing the Trade Contractors from fulfillment of any of the terms of the Contract between the District and such Trade Contractors. For the Project, the Construction Manager shall prepare and distribute change order reports on a monthly basis throughout the Construction Phase. This report shall provide information pertaining to proposed and executed CCD's, ICD's and change orders and their effect on the Contract price and Project Baseline Schedule as of the date of the report.

1.4.19 Contractor Claims. The Construction Manager shall be given copies of all notices of claims by Contractors against the District for any alleged cause. The Construction Manager, jointly with Architect, shall perform evaluation of the contents of the claim within twenty-five (25) days, and make recommendations to the District. If requested by the District, the Construction Manager shall prepare estimates based on any alleged cause of claims submitted by the Contractor(s) and shall prepare alternate estimates based on varying scenarios of the claim cause. These estimates shall be transferred to the District and shall be used in claim rulings and negotiations. If requested by the District, the Construction Manager shall analyze the claims for extension of time and prepare an impact evaluation report which reflects the actual impact to the Project Baseline Schedule. The report shall also provide a narrative including a recommendation for action to the District. If requested by the District, the Construction Manager shall negotiate claims with the Contractor(s) on behalf of the District. The Construction Manager shall make a written recommendation to the District concerning settlement or other appropriate action. Excepting those claims of which the Construction Manager is responsible, Construction Manager's obligations pursuant to this Paragraph shall cease upon completion of the Project as defined in Article 1.4 of this Agreement.

1.4.20 Project Status Reports. The Construction Manager shall prepare and distribute monthly a Project Status Report. The Construction Manager shall ensure that the Verified Reports required by Title 24 of the California Code of Regulations be completed quarterly by the contractors for the Project.

1.4.21 Equipment Instruction Manuals, Warranties and Releases. The Construction Manager shall obtain all written material such as operations and maintenance manuals, warranties, affidavits, releases, bonds, waivers and guarantees for all equipment installed in the Project. All such materials, including equipment instruction material, keys and documents shall be reviewed and delivered to appropriate District personnel.

1.4.22 Completion of Contracts and Project. When the Construction Manager considers a Contractor's work or a designated portion thereof complete, the Construction Manager shall prepare for the Architect a list of incomplete or unsatisfactory items ("Punch-list") and a

EXHIBIT 3 - REIMBURSEMENT AGREEMENT

schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections.

The Construction Manager shall coordinate the correction and completion of the work. The Construction Manager shall assist the Architect in determining when the Project or a designated portion thereof is substantially complete and finally complete. The Construction Manager shall prepare a summary of the status of the work of each contractor, listing changes in the previously issued Punch-list and recommending the times within which contractors shall complete the uncompleted items on the Punch-list.

1.4.23 As-Built Documents. The Construction Manager shall perform coordination, supervisory and expediting functions in connection with the contractor's obligation to provide "as-built" documents and make recommendations for adequate withholding of retention in the event that a contractor fails to provide acceptable "as-built" documents.

1.4.24 Training Sessions. The Construction Manager shall coordinate and schedule training sessions, if necessary, for the District's personnel and shall require that the Contractor's obligation in providing this training is fulfilled.

1.4.25 Recommendations to District. The Construction Manager shall endeavor to achieve satisfactory performance from each Contractor. The Construction Manager shall recommend courses of action to the District when requirements of a Contract are not being fulfilled, and the nonperforming party shall not take satisfactory corrective action.

1.4.26 Accounting Records. The Construction Manager shall establish and administer an appropriate Project accounting system in conjunction with the District and shall maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

1.4.27 Permits. The Construction Manager shall assist the District in obtaining all necessary permits for the Project, including without limitation, building, grading, and occupancy permits. This task may encompass accompanying governmental officials (Fire Marshal, DSA, Health Department, etc.) during inspections, assisting in preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing and other necessary and reasonable activities.

1.4.28 Initial Start-up and Testing. With the Architect and the District's maintenance personnel, the Construction Manager shall observe the Contractors' proper installation of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing for the Project. The Construction Manager shall coordinate and assist the District in the move-in for the Project.

1.4.29 Interim and Final Verified Reports. The Construction Manager shall coordinate with the Project Inspector, Architect, the Architect's Consultants, Special Inspector(s), Laboratory of Record and any other engineers on the Project to verify that all verified reports are timely submitted to the DSA and the District throughout the completion of the Project and prior to the Project Inspector's approval and sign off of any of the following sections on all the Project

EXHIBIT 3 - REIMBURSEMENT AGREEMENT

Inspection Cards (Form DSA 152) required for the construction of the Project: (1) Initial Site Work; (2) Foundation; (3) Vertical Framing; (4) Horizontal Framing; (5) Appurtenances; (6) Non-Building Site Structures; (7) Finish Site Work; (8) Other Work; or (9) Final.

1.4.30 Final Completion and Project Report. The Construction Manager, in conjunction with the Architect and the District's Project Inspector, shall at the conclusion of all corrective action of Punch-list items, make a final comprehensive review of the Project, make a report to the District which indicates whether the Construction Manager and the Architect find the work performed acceptable under the DSA approved Construction Documents and the relevant Project data, and make recommendations as to final payment and the approval of a Notice of Completion for the Project. At the conclusion the Project, the Construction Manager shall prepare final accounting and close-out reports of all above indicated report systems. These reports shall summarize, for historical purposes, any items which are not self-explanatory.

1.4.31 Assessment of Liquidated Damages. Construction Manager shall advise the District on the Liquidated Damages that shall be assessed against any Trade Contractor for failure to comply with the Baseline Schedule or Schedule Updates, failure to meet Milestones or the Contract Time and failure to timely complete the correction of all Punch-list items. Construction Manager shall immediately notify the District when Liquidated Damages become applicable on account of a Trade Contractor's failure to perform so the District and Construction Manager can notify the Trade Contractor that the Liquidated Damages period has commenced.

1.5 TIME.

1.5.1 The Construction Manager shall perform the services set forth in this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Projects.

1.5.2 In the event the construction time requirements set forth in Article 1.1.2 of this Agreement are exceeded, and the delay is caused by the Construction Manager, the Construction Manager's fee shall be reduced by an amount of \$1,000.00 per calendar day as liquidated damages, but not as a penalty, starting from the scheduled construction completion date for the Project until construction is substantially complete.

1.5.3 Construction Manager shall be entitled to an extension of time for the time of completion and shall not be subject to a claim for liquidated damages for delays which may arise due to an Act of God as defined in Public Contract Code section 7105 if the act of God affects the governmental agency from which approvals are necessary for completion of the Project, but Construction Manager shall have no claim for any other compensation for such delay. Should the schedule for the Project be extended due to an act of God as discussed above, the Construction Manager's performance contract shall be extended and the Construction Manager shall be compensated for this extension under the provisions of Article 4.2.4 of this Agreement.

EXHIBIT 3 - REIMBURSEMENT AGREEMENT

ARTICLE 2 **THE DISTRICT'S RESPONSIBILITIES**

2.1 The District shall provide full information regarding the requirements of the Project including the District's objectives, constraints and criteria.

2.2 Prior to the commencement of the Preconstruction Phase for the Project, the District shall provide a financial plan and budget to be utilized by Construction Manager as set forth in Article 1.1.3 of this Agreement.

2.3 The District shall designate a representative ("District Representative") to act on the District's behalf with respect to each Project. The District, or the District Representative, if authorized, shall render decisions promptly to avoid unreasonable delay in the progress of the Construction Manager's services.

2.4 The District shall furnish tests, inspections and reports as required by law or the contract documents.

2.5 The services, information and reports required by Articles 2.1 through 2.4, inclusive, shall be furnished at District's expense.

2.6 If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the contract documents, prompt notice thereof shall be given by the District to the Construction Manager.

2.7 The District reserves the right to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project. The Construction Manager shall notify the District within ten (10) days of actual knowledge of the District's intent to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project, if any such independent action shall in any way compromise the Construction Manager's ability to meet the Construction Manager's responsibilities under this Agreement.

2.8 The District shall retain an Architect whose services, duties and responsibilities are described in the Agreement between the District and the Architect. The terms and conditions of the District-Architect agreement shall be furnished to the Construction Manager.

ARTICLE 3 **CONSTRUCTION COST AND PROJECT BUDGET**

3.1 The Construction Cost of the Project shall be the total of the final contract sums of all of separate contracts of contractors for the Project and shall not exceed the budgeted amount for the Construction Cost as set forth in the Project Budget.

3.2 Construction Cost shall not include the compensation of Construction Manager, the Architect and other consultants, general conditions, the cost of land, rights-of-way and other costs which are the responsibility of the District as provided in Article 2 hereof, inclusive.

EXHIBIT 3 - REIMBURSEMENT AGREEMENT

3.3 The Project Budget has been established under Article 2.2 hereof by the allowance for construction. Construction Manager shall consult with the Architect and the District to suggest reasonable adjustments in the scope of the Project, and to suggest alternate bids in the Construction Documents to adjust the construction Project costs so that it does not exceed the Project Budget.

3.4 If the fixed limit of Construction Cost as set forth in the Project Budget is exceeded by the sum of the lowest figures from bona fide bids, the District shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding of the Project or portions of the Project within a reasonable time, (3) cooperate in revising the scope and the quality of the work as required to reduce the Construction Cost or (4) reject all bids and abandon the Project. In the case of items (2) and (3), Construction Manager, without additional compensation, shall cooperate with the District and Architect as necessary, including providing services as set forth in Article I, to bring the Construction Cost within the fixed limit of the Project Budget.

3.5 With the District's assistance, Construction Manager shall provide, on a monthly basis, a detailed cash flow tracking system for the Project. The system must be approved and accepted by the District. The Construction Manager shall update the cash flow spread sheet monthly or as required by the District.

Construction Manager shall provide for the District's review and acceptance, a monthly report for the Project. This report shall show the status for the Project that is under construction pertaining to this contract. With the District's assistance, the Construction Manager shall provide all construction related agenda items. Examples: change orders, notices to proceed, notice of completion, authorization to bid, award of contracts, etc.

ARTICLE 4 BASIS OF COMPENSATION AND PAYMENT

The District shall compensate Construction Manager for the services required hereunder, as follows:

4.1 BASIC SERVICES FEE.

4.1.1 The stipulated Not-to-Exceed Fee, for each project, that shall be paid to the Construction Manager for providing all the services set forth in Article 1 shall be established per project, per the sliding scale below.

<u>Project Construction Value</u>	<u>Basic Services Fee</u>
\$1 - \$500,000	9.00%
\$501,000 - \$1,000,000	7.00%
\$1,000,001 - \$4,000,000	6.00%
\$4,000,001 - \$10,000,000	5.00%

EXHIBIT 3 - REIMBURSEMENT AGREEMENT

\$10,000,001 - \$20,000,000	4.50%
\$20,000,001 - \$35,000,000	4.25%
\$35,000,001 - \$75,000,000	4.00%

4.1.2 GENERAL CONDITIONS COSTS

General Conditions, for each project, as described in Article 5 shall be reimbursed at cost in accordance with Article 5 per the sliding scale below:

<u>Project Construction Value</u>	<u>General Conditions</u>
\$1 - \$500,000	\$40,000/month
\$501,000 - \$1,000,000	\$48,000/month
\$1,000,001 - \$4,000,000	\$64,000/month
\$4,000,001 - \$10,000,000	\$73,000/month
\$10,000,001 - \$20,000,000	\$86,000/month
\$20,000,001 - \$35,000,000	\$110,000/month
\$35,000,001 - \$75,000,000	\$125,000/month

Fee and General Condition's sliding scale are exclusive of Pre-Construction Services and shall be negotiated on a project by project basis.

4.2 PAYMENT

4.2.1 BASIC COMPENSATION PAYMENT:

4.2.1.1 Pre-Construction Invoicing. Construction Manager shall invoice up to 35% of the Basic Services for the services set forth in Article 1 based on the actual level of completion, from the time the Construction Manager begins work on the Project to the commencement of the Construction Phase time the contractor is selected by the District.

4.2.1.2 Construction Invoices. Construction Manager shall invoice up to 60% of the Basic Services Fee based on the actual level of completion during the Construction Phase.

4.2.1.3 Project Retention. Construction Manager shall invoice 5% of the Basic Services Fee 35 days after the District files the last Notice of Completion for the Project.

4.2.2 GENERAL CONDITIONS PAYMENT

EXHIBIT 3 - REIMBURSEMENT AGREEMENT

Construction Manager shall invoice General Conditions costs monthly during the duration of the construction work. All General Condition costs must be supported by an invoice, receipt, an employee time sheet, or other acceptable documentation.

4.2.3 PAYMENT OF INVOICES.

The District shall make payments to Construction Manager within thirty (30) days of receipt of the appropriate and approved invoice from Construction Manager.

4.2.4 ADDITIONAL COMPENSATION.

Construction Manager shall not be entitled to additional compensation unless there are unusual and unanticipated circumstances and only when approved in writing by the District, in advance of such services being provided. If the Construction Manager shall claim compensation for any damage sustained by reason of the acts of the District or its agents, Construction Manager shall, within ten (10) days after sustaining of such damage, submit to the District a written statement of the damage sustained. On or before the 15th day of the month succeeding that in which such damage shall have been sustained, the Construction Manager shall file with the District an itemized statement of the details and amount of such damage in accordance with this Article, and unless such statement is submitted, any claims by Construction Manager shall be forfeited and invalidated and Construction Manager shall not be entitled to consideration for payment on account of any such damage. In the event extra compensation is approved, extra compensation shall be computed at cost plus ten percent (10%) of billings to Construction Manager by Construction Manager's consultants and for other costs incurred by the Construction Manager and at the following hourly rates for Construction Manager's employees:

Project Executive	\$225.00
Senior Project Manager	\$210.00
Project Manager	\$170.00
Project Engineer	\$120.00
Project Accountant	\$75.00
Superintendent	\$195.00
Cost Engineer (Estimator)	\$150.00

ARTICLE 5 GENERAL CONDITIONS

Construction Manager shall provide the General Conditions for each Project. General Conditions of the Project are defined as those generic support activities which must be in place to support all construction aspects of the Project. These include the following:

CATEGORY:

EST. TOTAL:

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Supervision	Included_
Job Site Clerk (part time as required)	Included_
Temporary trailer & storage container	Included_
Temporary barricades and fences	In Trades_
Temporary toilets	In Trades_
Telephones, pay phone & facsimile machine	Included_
Temporary utilities	In Trades_
CPM Schedule	Included_
As-built documents/field office equipment and supplies	Included_
Engineering and staking	In Trades_
Clean-up	In Trades_
Truck expenses/travel/subsidence	Included_
Security	In Trades_
 TOTAL ESTIMATED COSTS	 Per Sliding Scale_

All General Condition items and services shall be billed at their actual cost, and the Construction Manager shall take all reasonable steps necessary to obtain the most competitive prices available for these items. If Construction Manager desires to be reimbursed for any other General Conditions costs not specifically set forth in this Article, prior to the commencement of the Construction Phase, Construction Manager shall submit a list of these General Condition items to the District for the District’s approval. The cost of any additional items shall not be reimbursable unless advance written authorization is provided by the District to Construction Manager to obtain the item.

ARTICLE 6
TERMINATION, ABANDONMENT OR SUSPENSION OF WORK

6.1 TERMINATION OF CONSTRUCTION MANAGER’S SERVICES FOR CAUSE.

The District may give seven (7) days written notice to Construction Manager of District’s intent to terminate the Construction Manager’s services under this Agreement for failure to satisfactorily perform or provide prompt, efficient or thorough service or Construction Manager’s failure to complete its services or otherwise comply with the terms of this Agreement. If after the expiration of such seven (7) days, Construction Manager fails to cure the performance as set forth in the District’s notice of intent to terminate the Construction Manager’s services, District may issue a notice of termination. At that time, Construction Manager’s services shall be terminated as set forth in District’s notice. In the event of termination due to a breach of this Agreement by Construction Manager, the compensation due Construction Manager upon termination shall be reduced by the amount of damages and liquidated damages sustained by District due to such breach.

In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with

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Article 6.3 below, and Construction Manager shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Construction Manager.

6.2 ABANDONMENT OF PROJECT.

The District has the absolute discretion to suspend or abandon all or any portion of the work on a Project and may do so upon fourteen (14) days written notice to the Construction Manager. Upon notice of suspension or abandonment, Construction Manager shall immediately discontinue any further action on the Project. If the entire work to be performed on the Project is abandoned, the parties shall each be relieved of the remaining executory obligations of the Agreement, as it relates to the Project, but shall not be relieved of any obligations arising prior to said abandonment. In the event the District abandons or suspends the work on the Project, there shall be due and payable within thirty (30) days following such abandonment or suspension compensation for all approved services performed and all approved expenses incurred pursuant to this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the Construction Manager for approved extra services.

6.3 TERMINATION WITHOUT CAUSE (FOR CONVENIENCE).

The District shall also have the right in its absolute discretion to terminate this Agreement in the event the District is not satisfied with the working relationship with Construction Manager or without cause following fourteen (14) days prior written notice from the District to Construction Manager. In the event that District chooses to terminate this Agreement for convenience or without cause, Construction Manager shall be compensated for all approved services performed and all approved expenses incurred pursuant to this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the termination for convenience plus any sums due the Construction Manager for approved extra services. In addition to the compensation described above, Construction Manager shall also be reimbursed for reasonable termination costs through the payment of (1) 3% of the Construction Management Fees incurred to date if less than 50% of the Construction Management Fees have been paid; or (2) 3% of the remaining Construction Management Fees if more than 50% of the Construction Management Fees have been paid. This payment is agreed to compensate Construction Manager for any damages resulting from early termination and is consideration for entry into this termination for convenience clause.

6.4 CONTINUANCE OF WORK.

In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Construction Manager agrees to continue the work diligently to completion.

6.5 DELIVERY OF DOCUMENTS.

Upon any termination, abandonment or suspension, Construction Manager shall deliver to District all documents, files, reports, etc. (regardless of medium or format) related to the Project

EXHIBIT 3 - REIMBURSEMENT AGREEMENT

within ten (10) days of such termination, abandonment or suspension. Failure to comply with this requirement shall be deemed a material breach of this Agreement.

ARTICLE 7 **INDEMNIFICATION**

7.1 To the fullest extent permitted by law, Construction Manager agrees to indemnify, defend and hold the District entirely harmless from all liability arising out of:

(a) **Workers Compensation and Employers Liability.** Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Construction Manager's employees or Construction Manager's sub-consultant's employees arising out of Construction Manager's work under this Agreement. The Construction Manager, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and

(b) **General Liability.** Liability for damages is limited to the extent of its fault and neglegency, for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the District, or any person, firm or corporation employed by the Construction Manager or the District upon or in connection with this Agreement or the Project, except for liability resulting from the negligence, or willful misconduct of the District, its officers, employees, agents or independent consultants who are directly employed by the District. The Construction Manager, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and

(c) **Professional Liability.** Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Construction Manager, or any person, firm or corporation employed by the Construction Manager, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Construction Management Services, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the District. Notwithstanding anything in this Agreement to the contrary, Construction Manager shall have no design or engineering responsibility or liability.

7.2 The indemnity requirements described in this Article 7 is intended to apply during the period of Construction Manager's performance under this Agreement and shall survive the expiration or termination of this Agreement.

7.3 Notwithstanding anything in this Agreement to the contrary, neither party will have any liability to the other for any consequential, special or indirect damages arising from any cause

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or under any theory of liability.

ARTICLE 8 SUCCESSORS AND ASSIGNS

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that the Construction Manager shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the District. Any attempted assignment without such consent shall be invalid.

ARTICLE 9 APPLICABLE LAW

This Agreement shall be governed by the laws of the State of California, however, in the event that the District receives any state funding for the Project from the SAB, this Agreement shall also be governed by any applicable laws and/or regulations relating to such state funding from the SAB ("Applicable Law"). To the extent that there is any inconsistency between this Agreement and the Applicable Law, or this Agreement omits any requirement of the Applicable Law, the language of the Applicable Law, in effect on the date of the execution of this Agreement, shall prevail.

ARTICLE 10 CONSTRUCTION MANAGER NOT AN OFFICER OR EMPLOYEE OF DISTRICT

While engaged in carrying out and complying with the terms and conditions of this Agreement, the Construction Manager is an independent contractor and not an officer or employee of the District.

ARTICLE 11 INSURANCE

11.1 The Construction Manager shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to the District which will protect Construction Manager and the District from claims which may arise out of or result from Construction Manager's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

(a) The Construction Manager shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California in an amount not less than One Million Dollars (\$1,000,000).

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(b) Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage
4. Products/completed operations; and
5. Personal injury.

(c) Professional liability insurance, including contractual liability, with limits of \$1,000,000, per occurrence. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least two (2) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation.

11.2 Each policy of insurance required in (b) above shall name the District and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Construction Manager hereunder, such policy is primary and any insurance carried by the District is excess and non-contributory with such primary insurance; shall state that no less than thirty (30) days' written notice shall be given to the District prior to cancellation; and, shall waive all rights of subrogation. Construction Manager shall notify the District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Construction Manager shall deliver to the District certificates of insurance as evidence of compliance with the requirements herein. In the event Construction Manager fails to secure or maintain any policy of insurance required hereby, the District may, at its sole discretion, secure such policy of insurance in the name of an for the account of Construction Manager, and in such event Construction Manager shall reimburse the District upon demand for the costs thereof.

EXHIBIT 3 - REIMBURSEMENT AGREEMENT


ARTICLE 12
EXTENT OF AGREEMENT

12.1 This Agreement represents the entire and integrated agreement between the District and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and the Construction Manager.

The parties, through their authorized representatives, have executed this Agreement as of the day and year first written above.

CONSTRUCTION MANAGER:


Balfour Beatty Construction LLC

By: 

Brian H. Cahill
President, California Division

DISTRICT:

Chino Valley Unified School District

By: 

Gregory J. Stachura
Assistant Superintendent
Facilities, Planning, and Operations

EXHIBIT 4

TOTAL ESTIMATED CONSTRUCTION COST FOR THE CITY PROJECT

The engineering cost estimate for each party's responsible share for the CHINO HIGH SCHOOL offsite improvements for construction as well as architectural design and construction management services are described as follows:

	City	District	Total
Engineering Cost Estimate for			
Construction of Offsite Improvements	\$ 857,000	\$ 5,061,368	\$ 5,918,368
Estimated Design Costs	\$ 90,000	\$ 445,000	\$ 535,000
Estimated Construction Management	\$ 180,000	\$ 852,918	\$ 1,032,918
Estimated Total	\$ 1,127,000	\$ 6,359,286	\$ 7,486,286

Once the DISTRICT opens bids for the CITY PROJECT and DISTRICT PROJECT, DISTRICT shall provide copies of such bids to CITY and the exact cost will be ascertained and adjusted according to the terms of this Agreement.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
SUBJECT: GRANT OF EASEMENT TO THE MONTE VISTA WATER DISTRICT – BRIGGS K-8

=====

BACKGROUND

Grant of easement to the Monte Vista Water District (MVWD) is required for pipelines, appurtenances, and other municipal purposes on the Briggs K-8 school site, specifically for water facility purposes.

The easement will convey the onsite water facilities, more specifically the fire service line, which serves the entire campus, including the new science building, to MVWD.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Grant of Easement to the Monte Vista Water District – Briggs K-8.

FISCAL IMPACT

None.

NE:GJS:pw

EXHIBIT "C"

Grant of Easement form

RECORDING REQUESTED BY:
Monte Vista Water District

WHEN RECORDED, MAIL TO:

Monte Vista Water District
Attn: General Manager
10575 Central Avenue, Post Office Box 71
Montclair, CA 91763

THIS SPACE FOR RECORDER'S USE ONLY

FREE GOVERNMENT RECORDING PURSUANT
TO GOVERNMENT CODE SEC. 6103 AND 27383
AND EXEMPT FROM TAX PURSUANT TO
REVENUE AND TAX CODE SEC. 11922

GRANT OF EASEMENT

Access to Water Facilities

1. For valuable consideration, , receipt of which is hereby acknowledged, CHINO VALLEY UNIFIED SCHOOL DISTRICT ("Grantor"), hereby grants to the MONTE VISTA WATER DISTRICT, a local public agency organized and operating pursuant to Division 12 of the California Water Code (section 30000 et seq.) ("Grantee"), an easement in, over, upon, under and across the lands hereinafter described, to access, inspect, operate, repair, maintain, replace, remove, alter, and use a pipeline or pipelines together with braces, connections, fastenings, communication cables and other appliances and fixtures in connection therewith or appurtenant thereto, for water service purposes, and for ingress and egress in connection with the exercise of any of the foregoing rights.

2. The property subject to this easement is located in the County of San Bernardino, State of California, and is legally described **in Exhibit "1"** and depicted in the Onsite Facilities Plans attached to the Agreement as **Exhibit "B"**. Grantor and Grantee acknowledge and agree that the use of this Grant of Easement is subject to the attached Agreement by and between Grantor and Grantee dated January 22, 2021, the terms and conditions of which are incorporated herein by this reference.

3. This grant shall carry with it the right to mark the location of said easement by suitable markers set and maintained in the ground at locations which shall not interfere with such reasonable use as Grantor shall make of the land within limits of said easement.

4. Grantee shall also have the right to use as much of the Grantor's land adjacent to said easement as may be reasonably necessary during the construction and installation of said pipeline or pipelines for proper access to the Onsite Facilities.

5. Grantor shall not increase or decrease, or permit to be increased or decreased, the now existing ground elevations of said easement without the prior written consent of the Grantee. Grantor reserves the right to full use and enjoyment of the burdened land, except for the purposes herein granted, provided that such use and enjoyment shall not hinder, conflict or interfere with the exercise of the Grantee's right hereunder, and that no excavation, building, structure or obstructions shall be constructed on the easement land.

6. The pipelines and other appurtenances shall at all times remain the property of the Grantee notwithstanding the same may be annexed or affixed to the freehold, and shall at any time and from time to time be removable, in whole or in part, by the Grantee, its successors and assigns. In the event the Grantee permanently abandons the pipelines, the Grantee, at its option, may leave the Onsite Facilities and its appurtenances in place and shall execute and record a reconveyance and release of this grant.

7. Grantee shall have the further right to retain Onsite Facilities in and at its/their existing location(s) and depth(s), i.e., the location and depth thereof at any time after the date hereof, without being required by Grantor to relocate or lower said pipeline(s) in connection with any surface or subsurface work or improvement; provided that Grantor may require Grantee to relocate or lower its said pipeline(s) to another location or depth on said property which is compatible with both Grantee's operations under Division 12 of the Water Code and the purpose of this easement, if Grantor pays the entire cost thereof of such relocation or lowering; provided further that, if Grantor so requires the relocation of said pipeline(s) to a location outside said easement, which is compatible with both Grantee's operations under Division 12 of the Water Code and the purpose of this easement, Grantor shall, at its cost, provide to Grantee another easement for said pipeline(s) of the same dimensions as said easement and containing the same terms and conditions as are herein provided.

8. To have and to hold the above described rights and easement granted unto the Grantee, its successors and assigns, for as long as the Grantee desires to exercise the same, and the Grantee may assign the rights and easement herein granted, either in whole or in part, subject to the terms of this grant.

9. This instrument shall be binding upon and inure to the benefit of the successors and assigns of the Grantor.

10. Counterpart signature pages may be attached hereto for purposes of recording.

WITNESS (my) (our) hand(s) the date following our signatures below: (If a corporation, the corporate seal shall be affixed near the signatures of the duly authorized officers) (ALL SIGNATURES SHALL BE NOTARIZED).

Chino Valley Unified School District
Grantor

By _____

Date

Name: Gregory J. Stachura

Title: Assistant Superintendent, Facilities, Planning & Operations

By _____

Date

Name:

Title:

CERTIFICATE OF ACCEPTANCE

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

This is to certify that the interest in real property conveyed by the GRANT OF EASEMENT dated January 22, 2021, from Chino Valley Unified School District to Monte Vista Water District, a public corporation and/or governmental agency (“Grantee”), is hereby accepted as authorized by Section 31040 of the California Water Code and Grantee consents to recordation thereof by its duly authorized officer.

Approved as to Form:
Kidman Gagen Law, LLP

MONTE VISTA WATER DISTRICT

Andrew B. Gagen
General Counsel

Justin Scott-Coe, Ph.D.
General Manager

Date

Date

Exhibit “1” to the Grant of Easement

The land referred to herein below is situated in the City of Chino, in the County of San Bernardino, State of California, and is described as follows:

"Lot 46, Section 33, Township 1 South, Range 8 West, San Bernardino Meridian, according to map showing subdivision of part of Rancho Ana Del Chino, in the County of San Bernardino, State of California, as per map recorded in Book 6 of Maps, Page 15, records of said county, said portion being a strip of land 20.00 feet wide, 33.00 feet from centerline of Roswell Ave. by 58.00 long from southernmost property line".

CHINO VALLEY UNIFIED SCHOOL DISTRICT
SPECIAL MEETING OF THE BOARD OF EDUCATION
December 14, 2020

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 4:00 P.M.

1. Roll Call

Superintendent Enfield administered the oath of office to Donald L. Bridge. President Schaffer called to order the special meeting of the Board of Education, Tuesday, December 14, 2020, at 4:00 p.m. with Bridge, Cruz, Na, and Schaffer present in the Board room; and Gagnier present via Zoom.

Administrative Personnel

Norm Enfield, Ed.D., Superintendent
Sandra H. Chen, Associate Superintendent, Business Services
Grace Park, Ed.D., Associate Superintendent, CIIS
Lea Fellows, Assistant Superintendent, CIIS
Richard Rideout, Assistant Superintendent, Human Resources
Gregory J. Stachura, Assistant Supt., Facilities, Planning, & Operations

I.B. COMMENTS FROM THE AUDIENCE ON ITEMS ON THE AGENDA

None.

II. ACTION

II.A. BUSINESS SERVICES

II.A.1. 2020/2021 First Interim Financial Report

Moved (Na) seconded (Gagnier) carried unanimously (5-0) with Bridge, Cruz, Gagnier, Schaffer, and Gagnier voting yes to approve the 2020/2021 First Interim Financial Report, and authorize the President of the Board of Education and the Superintendent to sign the positive Certification of Financial Condition for the current and two subsequent fiscal years.

II.A.2. 2020/2021 Local Control Funding Formula Budget Overview Action for Parents

Moved (Gagnier) seconded (Na) carried unanimously (5-0) with Bridge, Cruz, Gagnier, Schaffer, and Gagnier voting yes to approve the 2020/2021 Local Control Funding Formula Budget Overview Action for Parents.

III. ADJOURNMENT

President Schaffer adjourned the special meeting of the Board of Education at 4:03 p.m.

Joe Schaffer, President

Donald L. Bridge, Clerk

CHINO VALLEY UNIFIED SCHOOL DISTRICT
ORGANIZATIONAL MEETING OF THE BOARD OF EDUCATION
December 17, 2020

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 4:00 P.M.

1. Roll Call

President Schaffer called to order the organizational meeting of the Board of Education, Thursday, December 17, 2020, at 4:00 p.m. with Bridge, Cruz, Na, and Schaffer present in the Board room; and Gagnier present via Zoom. Closed session was not recorded.

Administrative Personnel

Norm Enfield, Ed.D., Superintendent

Sandra H. Chen, Associate Superintendent, Business Services

Grace Park, Ed.D., Associate Superintendent, CIIS

Lea Fellows, Assistant Superintendent, CIIS

Richard Rideout, Assistant Superintendent, Human Resources

Gregory J. Stachura, Assistant Supt., Facilities, Planning, and Operations

2. Public Comment on Closed Session Items

None.

3. Closed Session

President Schaffer adjourned to closed session at 4:00 p.m. regarding conference with legal counsel anticipated litigation; student readmission matters; conference with labor negotiators: A.C.T. and CSEA; and public employee discipline/dismissal/release; public employee appointment: junior high school principal; and public employee performance evaluation: Superintendent. For the record, student readmission case 19/20-18 was deleted from the agenda.

I.B. RECONVENE TO REGULAR OPEN MEETING – 6:00 P.M.

1. Report Closed Session Action

President Schaffer reconvened the organizational meeting of the Board of Education at 6:00 p.m. with Bridge, Cruz, Na, and Schaffer present in the Board room, and Gagnier present via Zoom. The Board met in closed session from 4:00 p.m. to 5:23 p.m. regarding conference with legal counsel anticipated litigation; student readmission matters; conference with labor

negotiators: A.C.T. and CSEA; and public employee discipline/dismissal/release; public employee appointment: junior high school principal; and public employee performance evaluation: Superintendent. The Board of Education took the following actions: voted to appoint Ashley Barnett as principal of Woodcrest JHS effective January 6, 2021, by a unanimous vote of 5-0 with Bridge, Cruz, Gagnier, Na, and Schaffer voting yes; and accepted the Resignation Agreement and General Release between the District and Certificated Employee No. 25553. Pursuant to the terms of the agreement, Certificated Employee No. 25553 resigned effective December 17, 2020, by a unanimous vote of 5-0 with Bridge, Cruz, Gagnier, Na, and Schaffer voting yes.

2. Pledge of Allegiance

Don Bridge led the Pledge of Allegiance.

I.C. OATH OF OFFICE FOR BOARD MEMBERS

Superior Court Judge Mark Peterson administered the oath of office to Andrew Cruz and James Na, and Senator Connie Leyva administered the oath of office to Donald L. Bridge.

Andrew Cruz recognized his sisters for influencing him and making him who he is; James Na thanked Chino Valley residents, teachers, and staff members for giving him their vote of confidence; and Don Bridge thanked Senator Leyva for administering the oath of office to him, thanked the community for electing him; congratulated Mr. Cruz and Mr. Na; spoke about the record number of votes reported by the county registrar; acknowledged other candidates who ran for school Board; thanked his campaign team and supporters/endorsers; thanked Irene Hernandez-Blair for her eight years of service; acknowledged his family for their love and support; and said he looks forward to working with his fellow Board members on various challenges.

I.D. PRESENTATION

1. Boys Republic: Della Robbia Wreath Presentation

President Schaffer announced that due to COVID the presentation was omitted.

I.E. ORGANIZATION OF BOARD

Election of Officers/Representatives

1. Election of President

Christina Gagnier nominated Joe Schaffer as president. There were no other nominations, and Joe Schaffer was elected as president by roll call vote with Bridge, Cruz, Gagnier, Na, and Schaffer voting yes.

2. Election of Vice President

James Na nominated Andrew Cruz, and Christina Gagnier nominated herself as vice president. There were no other nominations. A roll call vote was taken for Andrew Cruz: Bridge, Gagnier, and Schaffer voted no, and Cruz and Na voted yes. Nomination for Cruz failed. A roll call vote was taken for Christina Gagnier: Bridge, Gagnier, and Schaffer voted yes, and Cruz and Na voted no. Christina Gagnier was elected as vice president.

3. Election of Clerk

Christina Gagnier nominated James Na as clerk – Mr. Na declined. James Na nominated Don Bridge. There were no other nominations, and Don Bridge was elected as clerk by roll call vote with Bridge, Cruz, Gagnier, Na, and Schaffer voting yes.

Appointment of Superintendent as Secretary to the Board

Moved (Na) seconded (Bridge) carried unanimously (5-0) to appoint Superintendent Enfield as Secretary to the Board by roll call vote with Bridge, Cruz, Gagnier, Na, and Schaffer voting yes. President Schaffer requested student representative's vote. Student representative voted yes.

4. Election of Board Liaison–City of Chino

Andrew Cruz volunteered to serve as Board liaison to the city of Chino. There were no other volunteers or nominations, and Andrew Cruz was elected.

5. Election of Board Liaison–City of Chino Hills

Don Bridge volunteered to serve as Board liaison to the city of Chino Hills. There were no other volunteers or nominations, and Don Bridge was elected.

6. Election of Board Liaison–City of Ontario

James Na volunteered to serve as Board liaison to the city of Ontario. There were no other volunteers or nominations, and James Na was elected.

7. Election of Board Liaison–Chino Valley Independent Fire District

Don Bridge volunteered to serve as Board liaison to the Chino Valley Independent Fire District. There were no other volunteers or nominations, and Don Bridge was elected.

8. Election of Representative–County Committee on School District Organization

Joe Schaffer volunteered to serve as Board representative to the County Committee on School District Organization. There were no other volunteers or nominations, and Joe Schaffer was elected.

9. Election of Representative–Chino Hills Parks and Recreation Commission
Joe Schaffer volunteered to serve as Board representative to the Chino Hills Parks and Recreation Commission. There were no other volunteers or nominations, and Joe Schaffer was elected.
10. Election of Two Representatives–Joint Meeting with the City of Chino
James Na and Christina Gagnier volunteered to serve as representatives to the joint meeting with the city of Chino. There were no other volunteers or nominations, and James Na and Christina Gagnier were elected.
11. Election of Two Representatives–Joint Meeting with the City of Chino Hills
James Na and Christina Gagnier volunteered to serve as representatives to the joint meeting with the city of Chino Hills. There were no other volunteers or nominations, and James Na and Christina Gagnier were elected.
12. Election of Representative–Chamber of the Chino Valley
Christina Gagnier volunteered to serve as representative to the Chamber of the Chino Valley. There were no other volunteers or nominations, and Christina Gagnier was elected.

I.F. BOARD PRESIDENT’S PRESENTATION

President Schaffer noted that Item I.F. would be handled administratively.

I.G. COMMENTS FROM STUDENT REPRESENTATIVE

Justin Rendon provided a summary of virtual activities that have helped students remain connected during the pandemic.

I.H. COMMENTS FROM EMPLOYEE REPRESENTATIVES

Barbara Bearden, CHAMP President, congratulated Board members Andrew Cruz, James Na, and Don Bridge on their election; said CHAMP members donated over \$1,000.00 in gift cards to benefit the HOPE center; said ACSA Region 12 honored Dr. Kim Cabrera, principal of Don Lugo HS, as secondary principal of the year, Trevor Carenzo, assistant principal of Wickman ES, as co-administrator of the year for 2020; acknowledged CVUSD administrators who have moved on to other positions with other agencies; said CHAMP presented Don Jones with a retirement gift; congratulated Ashley Barnett on her appointment as assistant principal at Woodcrest JHS; and extended holiday wishes.

Brenda Walker, A.C.T. President, congratulated Board members on their elections and congratulated members on being elected to positions on the Board; spoke about the pandemic concerns and especially those related to small cohort special education classes; asked the Board to be mindful of the COVID case reports and consider them in making future decisions; and extended holiday wishes.

I.I. COMMENTS FROM THE AUDIENCE ON ITEMS NOT ON THE AGENDA

S.A., Kevin Butscher, Robert McKellip, Michelle Savage, Steve Young, Carr Schott, Audrey Han, Kimberly Ruiz, Anna Rivers, Gabriela Jilek, Michael Partida, Scott Rosen submitted email comments related to COVID-19 and school reopening options; and Tim Edmonson submitted an email comment regarding playground equipment.

I.J. CHANGES AND DELETIONS

The following changes/deletions were read into the record: Item III.C.1., Student Readmission Cases, case 19/20-18 was pulled from the agenda; and Item III.E.1., Certificated/Classified Personnel Items, under Appointment, Extra Duty Activities, deleted the name Katherine Deal. There were no further changes/deletions.

II. ACTION

II.A. ADMINISTRATION

II.A.1. 2021/2022 Board Meeting Calendar

Moved (Na) seconded (Gagnier) carried unanimously (5-0) with Bridge, Cruz, Gagnier, Na, and Schaffer voting yes to approve the 2021/2022 Board meeting calendar. Student representative voted yes.

II.A.2. Nominations for California School Boards Association Delegate Assembly

Moved (Schaffer) seconded (Cruz) carried unanimously (5-0) with Bridge, Cruz, Gagnier, Na, and Schaffer voting yes to nominate Andrew Cruz to the California School Boards Association Delegate Assembly. Student representative voted yes.

III. CONSENT

Christina Gagnier pulled for separate action Item III.D.18. Moved (Na) seconded (Gagnier) carried unanimously (5-0) to approve the consent items, as amended. Student representative voted yes.

III.A. ADMINISTRATION**III.A.1. Minutes of the Regular Meeting of November 19, 2020**

Approved the minutes of the regular meeting of November 19, 2020.

III.A.2. Resolution 2020/2021-19 Board Compensation for Irene Hernandez-Blair for November 19, 2020 Missed Meeting

Adopted Resolution 2020/2021-19 Board compensation for Irene Hernandez-Blair for November 19, 2020 missed meeting.

III.B. BUSINESS SERVICES**III.B.1. Warrant Register**

Approved/ratified the warrant register.

III.B.2. Fundraising Activities

Approved/ratified the fundraising activities.

III.B.3. Donations

Accepted the donations.

III.B.4. Legal Services

Approved payment for legal services to the law offices of Atkinson, Andelson, Loya, Ruud & Romo; Margaret A. Chidester & Associates; and The Tao Firm.

III.C. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT**III.C.1. Student Readmission Cases 18/19-31, 19/20-18, 19/20-20, and 19/20-36**

Recommend the Board of Education approve student readmission cases 18/19-31, 19/20-20, and 19/20-36; and case 19/20-18 was deleted from the agenda.

III.D. FACILITIES, PLANNING, AND OPERATIONS**III.D.1. Purchase Order Register**

Approved/ratified the purchase order register.

III.D.2. Agreements for Contractor/Consultant Services

Approved/ratified the Agreements for Contractor/Consultant Services.

- III.D.3. **Surplus/Obsolete Property**
Declared the District property surplus/obsolete and authorized staff to sell/dispose of said property.
- III.D.4. **Bid 20-21-06F, Dickson ES Playground Equipment and Marshall ES Fitness Equipment Installation**
Awarded Bid 20-21-06F, Dickson ES Playground Equipment and Marshall ES Fitness Equipment Installation, to NextGen Construction.
- III.D.5. **Bid 20-21-07F Alternative Education Center and Don Lugo HS Asphalt Replacement**
Awarded Bid 20-21-07F, Alternative Education Center and Don Lugo HS Asphalt Replacement, to Premier Paving, Inc.
- III.D.6. **Notice of Completion for CUPCCAA Projects**
Approved the Notice of Completion for CUPCCAA Projects.
- III.D.7. **Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Projects (BP 02-01)**
Approved the Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Projects (BP 02-01).
- III.D.8. **Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Projects (BP 05-01)**
Approved the Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Projects (BP 05-01).
- III.D.9. **Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Projects (BP 06-01)**
Approved the Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Projects (BP 06-01).
- III.D.10. **Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Projects (BP 06-02)**
Approved the Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Projects (BP 06-02).
- III.D.11. **Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Projects (BP 07-01)**
Approved the Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Projects (BP 07-01).
- III.D.12. **Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Projects (BP 09-01)**
Approved the Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Projects (BP 09-01).

- III.D.13. Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Projects (BP 09-02)**
Approved the Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Projects (BP 09-02).
- III.D.14. Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Projects (BP 09-04)**
Approved the Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Projects (BP 09-04).
- III.D.15. Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Projects (BP 11-01)**
Approved the Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Projects (BP 11-01).
- III.D.16. Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Projects (BP 26-01)**
Approved the Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Projects (BP 26-01).
- III.D.17. Change Order and Notice of Completion for Bid 19-20-15F, Briggs K-8 New Science Building—Grading/Earthwork**
Approved the Change Order and Notice of Completion and Notice of Completion for Bid 19-20-15F, Briggs K-8 New Science Building—Grading/Earthwork.
- III.D.18. Resolutions 2020/2021-20 and 2020/2021-21 for Authorization to Utilize Piggyback Contracts**
Moved (Na) seconded (Cruz) motion carried (4-0, Gagnier recused herself) to adopt Resolutions 2020/2021-20 and 2020/2021-21 for Authorization to Utilize Piggyback Contracts. Student representative voted yes.
- III.D.19. Chino Unified School District Capital Facilities Corporation—Designation of New Trustee**
Designated Donald L. Bridge to serve as trustee on the Board of the Chino Unified School District Capital Facilities Corporation.
- III.D.20. Chino Unified School District Land Acquisition Corporation—Designation of New Director**
Designated Donald L. Bridge to serve as director on the Chino Unified School District Land Acquisition Corporation.
- III.E. HUMAN RESOURCES**
- III.E.1. Certificated/Classified Personnel Items**
Approved/ratified the certificated/classified personnel items, as amended.

IV. INFORMATION**IV.A. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT****IV.A.1. Revision of Board Policy and Administrative Regulation 5111.1 Students–District Residency**

Received for information the revision of Board Policy and Administrative Regulation 5111.1 Students–District Residency.

IV.A.2. San Bernardino County Superintendent of Schools Williams Settlement Fiscal Year 2019/2020 Annual Report

Received for information the San Bernardino County Superintendent of Schools Williams Settlement Fiscal Year 2019/2020 Annual Report.

V. COMMUNICATIONS**BOARD MEMBERS AND SUPERINTENDENT**

Andrew Cruz said he attended Chino HS awards renaissance and Christmas parade; spoke about the vaccine being available soon; spoke about the oath of office he took and that it is ultimately about our children; said he would like an action item on the next agenda to bring back the rotation (policy) for officers because every member has a right to be president; requested a resolution stating words to the effect that Chino Valley Unified School District has no plans to make the COVID vaccine mandatory for students and staff because parents need to know which Board members will decide whether it will be mandatory or not; read a statement from a coach regarding what students learn through competitive sports; spoke about the oath of office he took and what it means to him; and spoke about deception and that we need full facts to know what happened in the American election process.

James Na said he attended the Chino HS drive-through rally; spoke about the state trying it's best to control the virus, but it is not working; said he would like Superintendent Enfield to consult with legal counsel regarding opening up public schools because we need to fight back; spoke about the harm that COVID-19 has caused at different levels; said the District needs to prepare itself for our kids' sake and not wait for state mandates and green light because they are not dependable; thanked and acknowledged the parents who rallied tonight for schools to reopen; and wished everyone a merry Christmas.

Don Bridge said that he made most of his remarks earlier, but wanted to thank the city of Chino for last Saturday's drive-through parade at Ayala HS.

Christina Gagnier thanked students and parents for voicing their concerns regarding policies related to the reopening of schools; thanked Senator Leyva and Judge Peterson for administering the oaths of office, and congratulated the newly elected and reelected Board members; acknowledged the absence of the Della Robbia wreath presentation due to COVID restrictions; said she wants to make sure it is clear to everyone what is going on and what is allowed, said she doesn't believe many of the policies coming down from the state are making sense particularly in Chino Valley for small business; said she doesn't appreciate the constant rules changing; spoke about the jurisdiction of the Board – said the Board has no jurisdiction to make any decision with regard to vaccines; urged the community to communicate their concerns with state representatives; spoke about her frustration with changing tiers and spoke about waivers; spoke about Assembly Bill 10 about getting students back to school; spoke about what the Board can and cannot do regarding the present situation, what is prudent, and to whom the community should reach out; and wished happy holidays and peace and joy to the community.

Superintendent Enfield congratulated Don Bridge on his election; congratulated James Na and Andrew Cruz on their reelection; and extended holiday greetings.

President Schaffer acknowledged Boys Republic for the wreath; congratulated newly elected Board member Don Bridge, and reelected members James Na and Andrew Cruz; spoke about the Chino drive-through parade; reported that the CVUSD representative holds the vice president seat on Baldy View ROP for the next two years, and Chino Hills Parks and Recreation selected a new chair and vice chair; and extended holiday wishes.

VI. ADJOURNMENT

President Schaffer adjourned the organizational meeting of the Board of Education at 7:33 p.m.

Joes Schaffer, President

Donald L. Bridge, Clerk

Recorded by: Patricia Kaylor, Administrative Secretary, Board of Education

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Liz Pensick, Director, Fiscal Services
SUBJECT: WARRANT REGISTER

=====

BACKGROUND

Education Code 42650 requires the Board to approve and/or ratify all designated payment of expenses of the District. These payments are made in the form of warrants, and the warrant (check) form is approved by the County Superintendent.

All items listed are within previously budgeted amounts. There is no fiscal impact beyond currently available appropriations.

Approval of this item supports the goals identified within the District's Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve/ratify the warrant register, provided under separate cover.

FISCAL IMPACT

\$18,223,397.84 to all District funding sources.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Liz Pensick, Director, Fiscal Services
SUBJECT: FUNDRAISING ACTIVITIES

=====

BACKGROUND

Board Policy 3452 Business and Noninstructional Operations – Student Activity Funds and Board Policy 1230 Community Relations – School Connected Organizations require that fundraising activities be submitted to the Board of Education for approval. All on-campus fundraising activities are subject to CVUSD reopening guidelines.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve/ratify the fundraising activities.

FISCAL IMPACT

None.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT
January 21, 2021

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Eagle Canyon ES</u>		
PTSA	Think N Local Take-Out	2/1/21 - 2/14/21
<u>Townsend JHS</u>		
PTSA	Chipotle Take-Out Night	2/15/21
<u>Ayala HS</u>		
Key Club	Off Campus Candy Grams	2/1/21 - 2/28/21
Vex Robotics	Chipotle Take-Out Night	1/26/21

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Liz Pensick, Director, Fiscal Services
SUBJECT: DONATIONS

=====

BACKGROUND

Board Policy 3290 Business and Noninstructional Operations - Gifts, Grants, and Bequests states the Board of Education may accept any bequest or gift of money or property on behalf of the District. All gifts, grants, and bequests shall become property of the District. Use of the gift shall not be impaired by restrictions or conditions imposed by the donor. Approximate values are determined by the donor.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education accept the donations.

FISCAL IMPACT

Any cost for repairs of donated equipment will be a site expense.

NE:SHC:LP:if

CHINO VALLEY UNIFIED SCHOOL DISTRICT
January 21, 2021

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>HOPE Program/Care Closet</u>		
Yvonne Avalos	Gift Cards	\$150.00
Chino Valley Fire Foundation	Gift Cards	\$5,500.00
Kyle Coates	Gift Cards	\$100.00
Richard & Rhonda Fellows	Cash	\$500.00
Wayne Joseph	Gift Cards	\$600.00
Susan Stack	Gift Cards	\$250.00
Terri Trembly	Gift Cards	\$200.00
<u>Canyon Hills JHS</u>		
Good Shepherd Presbyterian Church	Cash	\$1,000.00
<u>Woodcrest JHS</u>		
Don & Brenda Jones	Cash	\$1,000.00
<u>Don Lugo HS</u>		
Ronald & Carmen Sinsabaugh	Cash	\$200.00

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Our Motto:
 Student Achievement • Safe Schools • Positive School Climate
 Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
 Liz Pensick, Director, Fiscal Services

SUBJECT: LEGAL SERVICES

BACKGROUND

The following law firms provide services to the Chino Valley Unified School District and have submitted their invoices. The current invoice amounts, along with the fiscal year-to-date totals for each individual law firm, are listed below.

FIRM	MONTH	INVOICE AMOUNTS	2020/2021 YEAR-TO-DATE
Atkinson, Andelson, Loya, Ruud & Romo	November 2020	\$ 11,746.76	\$ 76,124.09
Margaret A. Chidester & Associates	November 2020	\$ 43,747.00	\$ 86,622.50
The Tao Firm	October 2020	* \$ 2,100.00	\$ 18,016.25
	Total	\$ 55,493.76	\$180,762.84

*Revised Invoice

Approval of this item supports the goals identified within the District's Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve payment for legal services to the law offices of Atkinson, Andelson, Loya, Ruud & Romo; and Margaret A. Chidester & Associates.

FISCAL IMPACT

\$55,493.76 to the General Fund.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
SUBJECT: SIGNATURE AUTHORIZATIONS FOR CHINO VALLEY UNIFIED SCHOOL DISTRICT

=====

BACKGROUND

Signature authorization items are routinely brought to the Board for approval based on changes in the organization. Signature authorization allows employees and Board members to perform designated functions in the course of their assigned duties. Approval of the list authorizes designated employees and Board members specific signature authority.

This updated signature list removes signature authorization for Irene Hernandez Blair, Clerk, Board of Education; and adds signature authorization for Donald L. Bridge, Clerk, Board of Education.

Approval of this item supports the goals identified within the District's Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the signature authorizations for Chino Valley Unified School District.

FISCAL IMPACT

None.

NE:SHC:lf

**CHINO VALLEY UNIFIED SCHOOL DISTRICT
 AUTHORIZED SIGNATURE LIST
 January 21, 2021**

In accordance with provisions of legal codes for the State of California, the Board of Education of the Chino Valley Unified School District hereby delegates authority to sign documents on their behalf, subject to the conditions noted below.

No contract signed pursuant to this delegation shall be valid until such approval has been granted by the governing body of this school district. The duration of this delegation shall extend until revoked or amended.

DOCUMENTS	NAMES
Certificated Notice of Employment**	Norm Enfield Richard Rideout Eric Dahlstrom Isabel Brenes
Classified Notice of Employment**	Norm Enfield Richard Rideout Eric Dahlstrom Isabel Brenes
Notice of Intent Not to Re-Employ	Norm Enfield Richard Rideout Eric Dahlstrom Isabel Brenes
Notice of Employment – Youth Work Experience**	Norm Enfield Lea Fellows Grace Park Luke Hackney Julian Rodriguez
Temporary Teaching Credentials and Credential Applications	Norm Enfield Richard Rideout Eric Dahlstrom Isabel Brenes
Statements of Need	Norm Enfield Richard Rideout Eric Dahlstrom Isabel Brenes
Inter District and Intra District Attendance Agreements	Norm Enfield Sandra H. Chen Lea Fellows Grace Park Richard Rideout Stephanie Johnson
Claim of Plaintiff Statements	Norm Enfield Sandra H. Chen Richard Rideout Greg Stachura Whitney Fields

DOCUMENTS	NAMES
Small Claims Court Representatives**	Norm Enfield Sandra H. Chen Richard Rideout Eric Dahlstrom Isabel Brenes Whitney Fields
Forms/Report/Claims for Workers' Compensation Risk Management	Norm Enfield Sandra H. Chen Richard Rideout Eric Dahlstrom Isabel Brenes Whitney Fields
Payroll Orders	Norm Enfield Sandra H. Chen Liz Pensick Lisandra Maldonado
Payroll Connected District Orders	Norm Enfield Sandra H. Chen Liz Pensick Lisandra Maldonado
Custodian of Revolving Cash Fund for the General Fund*	Norm Enfield Sandra H. Chen (custodian) Liz Pensick Richard Rideout Greg Stachura Lisandra Maldonado
District Orders for Employee Mileage Reimbursement and Transportation Reports	Norm Enfield Sandra H. Chen Liz Pensick
Purchase Orders**	Norm Enfield Sandra H. Chen Lea Fellows Grace Park Richard Rideout Greg Stachura Anna G. Hamilton Liz Pensick Lisandra Maldonado
All Other Special Projects Applications and Report Documents	Norm Enfield Sandra H. Chen Lea Fellows Grace Park Richard Rideout Greg Stachura Beverly Beemer Liz Pensick

DOCUMENTS	NAMES
Special Projects Funding Applications, Funding Certifications	Norm Enfield Sandra H. Chen Lea Fellows Grace Park Greg Stachura Beverly Beemer
Miscellaneous Receipts Checking Account*	Norm Enfield Sandra H. Chen Liz Pensick Lisandra Maldonado
Forms, Reports, Checks for Nutrition Service Cafeteria Account*	Sandra H. Chen Liz Pensick Lisandra Maldonado Javier Quirarte
Briggs Fundamental Associated Student Body*	Norm Enfield Sandra H. Chen Lea Fellows Grace Park Liz Pensick Lisandra Maldonado
Buena Vista HS Associated Student Body*	Norm Enfield Sandra H. Chen Lea Fellows Grace Park Liz Pensick Lisandra Maldonado
Cal Aero Preserve Academy Associated Student Body*	Norm Enfield Sandra H. Chen Lea Fellows Grace Park Liz Pensick Lisandra Maldonado
Canyon Hills JHS Associated Student Body*	Norm Enfield Sandra H. Chen Lea Fellows Grace Park Liz Pensick Lisandra Maldonado
Magnolia JHS Associated Student Body*	Norm Enfield Sandra H. Chen Lea Fellows Grace Park Liz Pensick Lisandra Maldonado
Ramona JHS Associated Student Body*	Norm Enfield Sandra H. Chen Lea Fellows Grace Park Liz Pensick Lisandra Maldonado
Townsend JHS Associated Student Body*	Norm Enfield Sandra H. Chen Lea Fellows Grace Park Liz Pensick Lisandra Maldonado

DOCUMENTS	NAMES
Woodcrest JHS Associated Student Body*	Norm Enfield Sandra H. Chen Lea Fellows Grace Park Liz Pensick Lisandra Maldonado
Elementary Student Bodies*	Norm Enfield Sandra H. Chen Lea Fellows Grace Park Liz Pensick Lisandra Maldonado
Travel Advances	Norm Enfield Sandra H. Chen
Housing Construction Impact Reports	Norm Enfield Sandra H. Chen Greg Stachura Beverly Beemer
District Orders, Contracts and in Lieu of Transportation Payments**	Norm Enfield Sandra H. Chen Lea Fellows Grace Park Richard Rideout Greg Stachura Anna G. Hamilton Liz Pensick
Approval of the Release of Commercial Warrants as Payments to Vendors**	Norm Enfield Sandra H. Chen Greg Stachura Beverly Beemer Liz Pensick Lisandra Maldonado
Bank Documents	Sandra H. Chen Liz Pensick
Electronic Signature Key Authorization	Sandra H. Chen Anna G. Hamilton Liz Pensick Lisandra Maldonado
Budget and Expenditure Transfers or Adjustments**	Norm Enfield Sandra H. Chen Greg Stachura Beverly Beemer Liz Pensick
Necessary School Facilities Program Documents (State Allocation Board)	Norm Enfield Sandra H. Chen Greg Stachura Beverly Beemer
Certification of Board of Education Minutes	Norm Enfield Joe Schaffer—(President) Donald L. Bridge—(Clerk)*** Irene Hernandez Blair—(Clerk)

- * Requires more than one signature
- ** Requires separate Board action
- *** Name added

Chino Valley Unified School
District Our Motto:
Student Achievement • Safe Schools • Positive School
Climate Humility • Civility • Service

DATE: January 21, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
SUBJECT: CHINO VALLEY UNIFIED SCHOOL DISTRICT 2020/2021 SCHOOL ACCOUNTABILITY REPORT CARDS

=====

BACKGROUND

Every school in California is required by state law to publish a School Accountability Report Card (SARC), by February 1 of each year. The SARC contains information about the condition and performance of each California public school. Additionally, data reported in the Local Control and Accountability Plan is to be consistent with data reported in the SARC.

The SARC generally begins with a profile that provides background information about the school and its students. The profile summarizes the school's mission, goals, and accomplishments. State law requires that the SARC contains all of the following:

- Demographics
- School safety and climate for learning information
- Facilities inspection results
- Academic data
- Class size
- Teacher and staff information
- Curriculum and instruction descriptions
- Postsecondary preparation information
- Fiscal and expenditure data
- Types of services

State law encourages schools to make a concerted effort to notify parents of the purpose of the SARC. Specifically, schools are required to notify all parents about the availability of the SARC and instructions about how the SARC can be obtained both through the internet and on paper. It is also required that if a sufficient number of the school's enrolled students speak a single primary language other than English, state law requires that the SARC be made available to parents in the appropriate language. The SARC for each school site is provided under separate cover.

Approval of this item supports the goals identified within the District's Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Chino Valley Unified School District 2020/2021 School Accountability Report Cards.

FISCAL IMPACT

None.

NE:LF:rtr

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Sherri Johnson, Psy.D., Director, Health Services/Child Development
SUBJECT: AMENDMENT TO LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES CCTR-0193

=====
BACKGROUND

The Local Agreement for Child Development Services represents the annual contract with the California Department of Education (CDE) to provide state-subsidized general child care to low income families in the Chino Valley Unified School District. The Board approved the CCTR-0193 agreement at its June 18, 2020 meeting. The program award CCTR-0193 funds general child care and development services to programs located at the Buena Vista Infant/Toddler Center, Liberty Fun Club, and Newman Fun Club. It is being amended to reflect two revisions: an increase to the Maximum Reimbursable Amount of \$638,786.00 to \$642,269.00; and an increase in service requirements to minimum Child Days of Enrollment from 12,894.0 to 12,965.0 to reflect enrollment data submitted to the state by the Child Development program.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the amendment to Local Agreement for Child Development Services CCTR-0193.

FISCAL IMPACT

An additional award of \$3,483.00 to the Child Development program.

NE:LF:SJ:rtr



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 20 - 21

Amendment 01

DATE: July 01, 2020

CONTRACT NUMBER: CCTR-0193

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 36-06767-00-0

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

Family Fee Credit

CONTRACTOR'S NAME: CHINO VALLEY UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2020 designated as number CCTR-0193 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$638,786.00 and inserting \$642,269.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be \$49.54. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 12,894.0 and inserting 12,965.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 246. (No Change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING	
TITLE Contract Manager		ADDRESS	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 3,483	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 638,786	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 642,269	ITEM See Attached	CHAPTER	STATUTE FISCAL YEAR
OBJECT OF EXPENDITURE (CODE AND TITLE) 702			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. January 21, 2021		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 3,483	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 138,712	(OPTIONAL USE)0656 13609-6767	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 142,195	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 63,765	(OPTIONAL USE)0656 15136-6767	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 63,765	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 436,309	(OPTIONAL USE)0656 23254-6767			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 436,309	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Grace Park, Ed.D., Associate Superintendent, Curriculum, Instruction, Innovation, and Support
Preston R. Carr, Ed.D., Director, Alternative Education
Anne Ingulsrud, Director, Special Education

SUBJECT: 2021 SUPPLEMENTAL SUMMER INSTRUCTION PROGRAM AND SPECIAL EDUCATION EXTENDED SCHOOL YEAR

=====

BACKGROUND

The Board of Education recognizes that summer school provides valuable opportunities for students to improve their skills and make academic progress. The District's summer school program may be used to provide supplemental instruction for students failing to meet academic requirements in accordance with the law, board policy, and administrative regulation.

Supplemental Summer Instruction Program

High School <i>*Priority to seniors</i>	June 7 – June 22, 2021 June 24 – July 12, 2021	Monday – Friday	7:30 a.m. – 11:45 a.m.
Continuation High School	June 7 – June 22, 2021 June 24 – July 12, 2021	Monday – Friday	7:30 a.m. – 11:45 a.m.

Special Education Extended School Year

Elementary	June 3 – June 30, 2021	Monday – Friday	8:00 a.m. – 12:15 p.m.
Junior High	June 3 – June 30, 2021	Monday – Friday	Period 1, 7:30 a.m. – 9:30 a.m. Period 2, 9:45 a.m. – 11:45 a.m.
High School	June 7 – July 12, 2021	Monday – Friday	Period 1, 7:30 a.m. – 9:30 a.m. Period 2, 9:45 a.m. – 11:45 a.m.

Approval of this item supports the goals identified within the District's Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the 2021 Supplemental Summer Instruction Program and Special Education Extended School Year.

FISCAL IMPACT

Supplemental Summer Instruction Program and Special Education Extended School Year are funded by the State.

NE:GP:PRC:Al:eb

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Grace Park, Ed.D., Associate Superintendent, Curriculum, Instruction, Innovation, and Support
Julian A. Rodriguez, Ed.D., Director, Secondary Curriculum and Instruction

SUBJECT: ARTICULATION AGREEMENT BETWEEN MT. SAN ANTONIO COLLEGE AND CHINO VALLEY UNIFIED SCHOOL DISTRICT

=====
BACKGROUND

This Articulation Agreement sets forth the terms for a systematic process by which the Chino Valley Unified School District and Mt. San Antonio College will enable students to move from one program or course to the next educational level, minimizing duplication of efforts and reducing educational costs.

Course articulation is based upon achievement of competencies through a course, or courses, as defined in the agreement, which specifies the conditions that allow the college to award articulated college credit at the completion of the student's high school articulated course. Students enrolled in the following Chino Valley Unified School District courses may qualify for articulation credit during the 2020/2021 academic year (Course ID-Course name): 5716-American Sign Language 1; 5798-American Sign Language 2; 5799-American Sign Language 3 Honors; 5789-American Sign Language 4 Honors; 5U06-Agriculture and Soil Chemistry; 5404-Agriculture Biology; and 5745-Nursery/Greenhouse Management.

Approval of this item supports the goals identified within the District's Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Articulation Agreement between Mt. San Antonio College and Chino Valley Unified School District.

FISCAL IMPACT

None.

NE:GP:JAR:lar



Mt. SAC Career Pathways Office
1100 North Grand Avenue
Walnut, California 91789



2 + 2 Articulation Agreement

2021

1.) **Mt. San Antonio College and** Chino-Valley U.S.D.
High School District • Regional Occupational Program • Adult Education – Please identify the agency FUNDING the course.

2.) **High School • Regional Occupational Program (ROP) • Adult Education Course:**

Authorized Instructors (3 Maximum– PLEASE PRINT) 1) Natalie Cooney
Ayala High School 2) Jennifer Reese
Location 3) _____

3.) **Mt. San Antonio College agrees to provide students qualified under the terms of this Articulation Agreement:**
College Credit by Exam

<u>ASL 1</u>	<u>10</u>	<u>SIGN 101 American Sign Language 1</u>	<u>4</u>
High School - ROP - Adult Ed Course Name	Credits	Mt. SAC - Course Title	Units
<u>ASL 2</u>	<u>10</u>	<u>SIGN 102 American Sign Language 2</u>	<u>4</u>
High School - ROP - Adult Ed Course Name	Credits	Mt. SAC - Course Title	Units
_____ High School - ROP - Adult Ed Course Name	Credits	_____ Mt. SAC - Course Title	_____ Units
_____ High School - ROP - Adult Ed Course Name	Credits	_____ Mt. SAC - Course Title	_____ Units
_____ High School - ROP - Adult Ed Course Name	Credits	_____ Mt. SAC - Course Title	_____ Units

Additional Requirements or Notes:

4.) **It is the responsibility of the Instructor(s) named to inform students of this Articulation process and all student requests for Articulation must be submitted at the completion of all courses identified on this document.**

This agreement is valid for the school year 2020-21 **only.**

Any curriculum changes at either institution involving the courses named in this document shall require this agreement to be renegotiated.

5.) **To be completed by Mt. San Antonio College**

College Professor	<u>Irene Robles</u> Irene Robles (Nov 17, 2020 13:11 PST)	<u>Nov 17, 2020</u> Date
Department Chair	<u>Ann Walker</u> Ann Walker (Nov 21, 2020 17:30 PST)	<u>Nov 21, 2020</u> Date
Division Dean	<u>Karelyn Hoover</u> Karelyn Hoover (Nov 22, 2020 14:13 PST)	<u>Nov 22, 2020</u> Date
Mt. SAC Articulation Officer	<u>Marie Lyra</u> Marie Lyra (Dec 2, 2020 14:07 PST)	<u>Dec 2, 2020</u> Date

6.) **To be completed by the High School District • Regional Occupational Program (ROP) • Adult Education department**

Instructor	<u>Natalie Cooney</u> Natalie Cooney (Nov 17, 2020 13:17 PST)	<u>Nov 17, 2020</u> Date
Authorized Administrator	<u>Jennifer N Reese</u> Jennifer N Reese (Nov 19, 2020 09:25 PST)	<u>Nov 22, 2020</u> Date



Mt. SAC Career Pathways Office
1100 North Grand Avenue
Walnut, California 91789

2 + 2 Articulation Agreement

2021

1.) **Mt. San Antonio College and** Chino-Valley U.S.D.
High School District • Regional Occupational Program • Adult Education – Please identify the agency FUNDING the course.

2.) **High School • Regional Occupational Program (ROP) • Adult Education Course:**

Authorized Instructors (3 Maximum- PLEASE PRINT)	1) <u>Natalie Cooney</u>
<u>Ayala High School</u>	2) <u>Jennifer Reese</u>
Location	3) _____

3.) **Mt. San Antonio College agrees to provide students qualified under the terms of this Articulation Agreement:**
College Credit by Exam

<u>ASL 1</u>	10	<u>SIGN 101 American Sign Language 1</u>	4
High School - ROP - Adult Ed Course Name	Credits	Mt. SAC - Course Title	Units
<u>ASL 2</u>	10	<u>SIGN 102 American Sign Language 2</u>	4
High School - ROP - Adult Ed Course Name	Credits	Mt. SAC - Course Title	Units
<u>ASL 3</u>	10	<u>SIGN 103 American Sign Language 3</u>	4
High School - ROP - Adult Ed Course Name	Credits	Mt. SAC - Course Title	Units
_____	Credits	_____	Units
High School - ROP - Adult Ed Course Name	Credits	Mt. SAC - Course Title	Units
_____	Credits	_____	Units
High School - ROP - Adult Ed Course Name	Credits	Mt. SAC - Course Title	Units

Additional Requirements or Notes:

4.) **It is the responsibility of the Instructor(s) named to inform students of this Articulation process and all student requests for Articulation must be submitted at the completion of all courses identified on this document.**

This agreement is valid for the school year 2020-21 **only.**

Any curriculum changes at either institution involving the courses named in this document shall require this agreement to be renegotiated.

5.) **To be completed by Mt. San Antonio College**

College Professor	<u>Irene Robles</u> <small>Irene Robles (Nov 17, 2020 13:11 PST)</small> <i>(Please sign with red or blue ink)</i>	<u>Nov 17, 2020</u> <small>Date</small>
Department Chair	<u>Ann Walker</u> <small>Ann Walker (Nov 21, 2020 17:30 PST)</small> <i>(Please sign with red or blue ink)</i>	<u>Nov 21, 2020</u> <small>Date</small>
Division Dean	<u>Karelyn Hoover</u> <small>Karelyn Hoover (Nov 22, 2020 14:13 PST)</small> <i>(Please sign with red or blue ink)</i>	<u>Nov 22, 2020</u> <small>Date</small>
Mt. SAC Articulation Officer	<u>Marie Lira</u> <small>Marie Lira (Dec 2, 2020 14:07 PST)</small> <i>(Please sign with red or blue ink)</i>	<u>Dec 2, 2020</u> <small>Date</small>

6.) **To be completed by the High School District • Regional Occupational Program (ROP) • Adult Education department**

Instructor	<u>Natalie Cooney</u> <small>Natalie Cooney (Nov 17, 2020 13:17 PST)</small> <i>(Please sign with red or blue ink)</i>	<u>Nov 17, 2020</u> <small>Date</small>
Authorized Administrator	<u>Jennifer N Reese</u> <small>Jennifer N Reese (Nov 19, 2020 09:25 PST)</small> <i>(Please sign with red or blue ink)</i>	<u>Nov 22, 2020</u> <small>Date</small>



Mt. SAC Career Pathways Office
1100 North Grand Avenue
Walnut, California 91789



2 + 2 Articulation Agreement

2021

1.) **Mt. San Antonio College and** Chino-Valley U.S.D.
High School District • Regional Occupational Program • Adult Education – Please identify the agency FUNDING the course.

2.) **High School • Regional Occupational Program (ROP) • Adult Education Course:**

Authorized Instructors (3 Maximum- PLEASE PRINT) 1) Natalie Cooney
Ayala High School 2) Jennifer Reese
Location 3) _____

3.) **Mt. San Antonio College agrees to provide students qualified under the terms of this Articulation Agreement:**
College Credit by Exam

<u>ASL 1</u>	<u>10</u>	<u>SIGN 101 American Sign Language 1</u>	<u>4</u>
High School - ROP - Adult Ed Course Name	Credits	Mt. SAC - Course Title	Units
<u>ASL 2</u>	<u>10</u>	<u>SIGN 102 American Sign Language 2</u>	<u>4</u>
High School - ROP - Adult Ed Course Name	Credits	Mt. SAC - Course Title	Units
<u>ASL 3</u>	<u>10</u>	<u>SIGN 103 American Sign Language 3</u>	<u>4</u>
High School - ROP - Adult Ed Course Name	Credits	Mt. SAC - Course Title	Units
<u>ASL 4</u>	<u>10</u>	<u>SIGN 104 American Sign Language 4</u>	<u>4</u>
High School - ROP - Adult Ed Course Name	Credits	Mt. SAC - Course Title	Units
<u>High School - ROP - Adult Ed Course Name</u>	<u>Credits</u>	<u>Mt. SAC - Course Title</u>	<u>Units</u>

Additional Requirements or Notes:

4.) **It is the responsibility of the Instructor(s) named to inform students of this Articulation process and all student requests for Articulation must be submitted at the completion of all courses identified on this document.**

This agreement is valid for the school year 2020-21 **only.**

Any curriculum changes at either institution involving the courses named in this document shall require this agreement to be renegotiated.

5.) **To be completed by Mt. San Antonio College**

College Professor	<u>Irene Robles</u> <small>Irene Robles (Nov 17, 2020 13:11 PST)</small>	<u>Nov 17, 2020</u> <small>Date</small>
Department Chair	<u>Ann Walker</u> <small>Ann Walker (Nov 21, 2020 17:30 PST)</small>	<u>Nov 21, 2020</u> <small>Date</small>
Division Dean	<u>Karelyn Hoover</u> <small>Karelyn Hoover (Nov 22, 2020 14:13 PST)</small>	<u>Nov 22, 2020</u> <small>Date</small>
Mt. SAC Articulation Office	<u>Marie Vera</u> <small>Marie Vera (Dec 2, 2020 14:07 PST)</small>	<u>Dec 2, 2020</u> <small>Date</small>

6.) **To be completed by the High School District • Regional Occupational Program (ROP) • Adult Education department**

Instructor	<u>Natalie Cooney</u> <small>Natalie Cooney (Nov 17, 2020 13:17 PST)</small>	<u>Jennifer N Reese</u> <small>Jennifer N Reese (Nov 19, 2020 09:25 PST)</small>	<u>Nov 17, 2020</u> <small>Date</small>
Authorized Administrator	<u>_____</u> <small>(Please sign with red or blue ink)</small>		<u>Nov 22, 2020</u> <small>Date</small>



Mt. SAC Career Pathways Office
1100 North Grand Avenue
Walnut, California 91789



2 + 2 Articulation Agreement

2021

1.) **Mt. San Antonio College and** Chino-Valley U.S.D.
High School District • Regional Occupational Program • Adult Education – Please identify the agency FUNDING the course.

2.) **High School • Regional Occupational Program (ROP) • Adult Education Course:**

Authorized Instructors (3 Maximum– PLEASE PRINT) 1) Margot Cienik

Don A. Lugo High School 2) _____
Location 3) _____

3.) **Mt. San Antonio College agrees to provide students qualified under the terms of this Articulation Agreement:**
College Credit by Exam

<u>ASL 1</u>	<u>10</u>	<u>SIGN 101 American Sign Language 1</u>	<u>4</u>
High School - ROP - Adult Ed Course Name	Credits	Mt. SAC - Course Title	Units
<u>ASL 2</u>	<u>10</u>	<u>SIGN 102 American Sign Language 2</u>	<u>4</u>
High School - ROP - Adult Ed Course Name	Credits	Mt. SAC - Course Title	Units
_____	Credits	_____	Units
High School - ROP - Adult Ed Course Name	Credits	Mt. SAC - Course Title	Units
_____	Credits	_____	Units
High School - ROP - Adult Ed Course Name	Credits	Mt. SAC - Course Title	Units

Additional Requirements or Notes:

4.) **It is the responsibility of the Instructor(s) named to inform students of this Articulation process and all student requests for Articulation must be submitted at the completion of all courses identified on this document.**

This agreement is valid for the school year 2020-21 **only.**

Any curriculum changes at either institution involving the courses named in this document shall require this agreement to be renegotiated.

5.) **To be completed by Mt. San Antonio College**

College Professor	<u>Irene Robles</u> <small>Irene Robles (Nov 17, 2020 13:12 PST)</small>	<u>Nov 17, 2020</u>
	<small>(Please sign with red or blue ink)</small>	<small>Date</small>
Department Chair	<u>Ann Walker</u> <small>Ann Walker (Nov 21, 2020 17:30 PST)</small>	<u>Nov 21, 2020</u>
	<small>(Please sign with red or blue ink)</small>	<small>Date</small>
Division Dean	<u>Karelyn Hoover</u> <small>Karelyn Hoover (Nov 22, 2020 14:15 PST)</small>	<u>Nov 22, 2020</u>
	<small>(Please sign with red or blue ink)</small>	<small>Date</small>
Mt. SAC Articulation Officer	<u>Marie Tira</u> <small>Marie Tira (Dec 2, 2020 14:07 PST)</small>	<u>Dec 2, 2020</u>
	<small>(Please sign with red or blue ink)</small>	<small>Date</small>

6.) **To be completed by the High School District • Regional Occupational Program (ROP) • Adult Education department**

Instructor	<u>Margo Cienik</u> <small>Margo Cienik (Nov 18, 2020 15:02 PST)</small>	<u>Nov 18, 2020</u>
	<small>(Please sign with red or blue ink)</small>	<small>Date</small>
Authorized Administrator	<u>[Signature]</u>	<u>Nov 22, 2020</u>
	<small>(Please sign with red or blue ink)</small>	<small>Date</small>



2 + 2 Articulation Agreement

2021

1.) **Mt. San Antonio College and** Chino-Valley U.S.D.
High School District • Regional Occupational Program • Adult Education – Please identify the agency FUNDING the course.

2.) **High School • Regional Occupational Program (ROP) • Adult Education Course:**

Authorized Instructors (3 Maximum- PLEASE PRINT) 1) Margot Cienik
Don A. Lugo High School 2) _____
Location 3) _____

3.) **Mt. San Antonio College agrees to provide students qualified under the terms of this Articulation Agreement:**
College Credit by Exam

<u>ASL 1</u>	<u>10</u>
High School - ROP - Adult Ed Course Name	Credits
<u>ASL 2</u>	<u>10</u>
High School - ROP - Adult Ed Course Name	Credits
<u>ASL 3</u>	<u>10</u>
High School - ROP - Adult Ed Course Name	Credits
_____	_____
High School - ROP - Adult Ed Course Name	Credits
_____	_____
High School - ROP - Adult Ed Course Name	Credits

<u>SIGN 101 American Sign Language 1</u>	<u>4</u>
Mt. SAC - Course Title	Units
<u>SIGN 102 American Sign Language 2</u>	<u>4</u>
Mt. SAC - Course Title	Units
<u>SIGN 103 American Sign Language 3</u>	<u>4</u>
Mt. SAC - Course Title	Units
_____	_____
Mt. SAC - Course Title	Units
_____	_____
Mt. SAC - Course Title	Units

Additional Requirements or Notes:

4.) **It is the responsibility of the Instructor(s) named to inform students of this Articulation process and all student requests for Articulation must be submitted at the completion of all courses identified on this document.**

This agreement is valid for the school year 2020-21 **only.**

Any curriculum changes at either institution involving the courses named in this document shall require this agreement to be renegotiated.

5.) **To be completed by Mt. San Antonio College**

College Professor	<u>Irene Robles</u> <small>Irene Robles (Nov 17, 2020 13:12 PST)</small>	<u>Nov 17, 2020</u> <small>Date</small>
	<small>(Please sign with red or blue ink)</small>	
Department Chair	<u>Ann Walker</u> <small>Ann Walker (Nov 21, 2020 17:30 PST)</small>	<u>Nov 21, 2020</u> <small>Date</small>
	<small>(Please sign with red or blue ink)</small>	
Division Dean	<u>Karelyn Hoover</u> <small>Karelyn Hoover (Nov 22, 2020 14:15 PST)</small>	<u>Nov 22, 2020</u> <small>Date</small>
	<small>(Please sign with red or blue ink)</small>	
Mt. SAC Articulation Officer	<u>Marie Tira</u> <small>Marie Tira (Dec 2, 2020 14:07 PST)</small>	<u>Dec 2, 2020</u> <small>Date</small>
	<small>(Please sign with red or blue ink)</small>	

6.) **To be completed by the High School District • Regional Occupational Program (ROP) • Adult Education department**

Instructor	<u>Margo Cienik</u> <small>Margo Cienik (Nov 18, 2020 15:02 PST)</small>	<u>Nov 18, 2020</u> <small>Date</small>
	<small>(Please sign with red or blue ink)</small>	
Authorized Administrator	<u>[Signature]</u>	<u>Nov 22, 2020</u> <small>Date</small>
	<small>(Please sign with red or blue ink)</small>	



Mt. SAC Career Pathways Office
1100 North Grand Avenue
Walnut, California 91789



2 + 2 Articulation Agreement

2021

1.) **Mt. San Antonio College and** Chino-Valley U.S.D.
High School District • Regional Occupational Program • Adult Education – Please identify the agency FUNDING the course.

2.) **High School • Regional Occupational Program (ROP) • Adult Education Course:**

Authorized Instructors (3 Maximum– PLEASE PRINT) 1) Margot Cienik
Don A. Lugo High School 2) _____
Location 3) _____

3.) **Mt. San Antonio College agrees to provide students qualified under the terms of this Articulation Agreement:**
College Credit by Exam

<u>ASL 1</u>	<u>10</u>	<u>SIGN 101 American Sign Language 1</u>	<u>4</u>
High School - ROP - Adult Ed Course Name	Credits	Mt. SAC - Course Title	Units
<u>ASL 2</u>	<u>10</u>	<u>SIGN 102 American Sign Language 2</u>	<u>4</u>
High School - ROP - Adult Ed Course Name	Credits	Mt. SAC - Course Title	Units
<u>ASL 3</u>	<u>10</u>	<u>SIGN 103 American Sign Language 3</u>	<u>4</u>
High School - ROP - Adult Ed Course Name	Credits	Mt. SAC - Course Title	Units
<u>ASL 4</u>	<u>10</u>	<u>SIGN 104 American Sign Language 4</u>	<u>4</u>
High School - ROP - Adult Ed Course Name	Credits	Mt. SAC - Course Title	Units
<u>High School - ROP - Adult Ed Course Name</u>	<u>Credits</u>	<u>Mt. SAC - Course Title</u>	<u>Units</u>

Additional Requirements or Notes:

4.) **It is the responsibility of the Instructor(s) named to inform students of this Articulation process and all student requests for Articulation must be submitted at the completion of all courses identified on this document.**

This agreement is valid for the school year 2020-21 **only.**

Any curriculum changes at either institution involving the courses named in this document shall require this agreement to be renegotiated.

5.) **To be completed by Mt. San Antonio College**

College Professor	<u>Irene Robles</u> <small>Irene Robles (Nov 17, 2020 13:12 PST)</small> <i>(Please sign with red or blue ink)</i>	<u>Nov 17, 2020</u> <small>Date</small>
Department Chair	<u>Ann Walker</u> <small>Ann Walker (Nov 21, 2020 17:30 PST)</small> <i>(Please sign with red or blue ink)</i>	<u>Nov 21, 2020</u> <small>Date</small>
Division Dean	<u>Karelyn Hoover</u> <small>Karelyn Hoover (Nov 22, 2020 14:15 PST)</small> <i>(Please sign with red or blue ink)</i>	<u>Nov 22, 2020</u> <small>Date</small>
Mt. SAC Articulation Officer	<u>Marie Lora</u> <small>Marie Lora (Dec 2, 2020 14:07 PST)</small> <i>(Please sign with red or blue ink)</i>	<u>Dec 2, 2020</u> <small>Date</small>

6.) **To be completed by the High School District • Regional Occupational Program (ROP) • Adult Education department**

Instructor	<u>Margo Cienik</u> <small>Margo Cienik (Nov 18, 2020 15:02 PST)</small> <i>(Please sign with red or blue ink)</i>	<u>Nov 18, 2020</u> <small>Date</small>
Authorized Administrator	<u>[Signature]</u> <i>(Please sign with red or blue ink)</i>	<u>Nov 22, 2020</u> <small>Date</small>



Mt. SAC Career Pathways Office
1100 North Grand Avenue
Walnut, California 91789



2 + 2 Articulation Agreement

2021

1.) **Mt. San Antonio College and** Chino-Valley U.S.D.
High School District • Regional Occupational Program • Adult Education – Please identify the agency FUNDING the course.

2.) **High School • Regional Occupational Program (ROP) • Adult Education Course:**

Authorized Instructors (3 Maximum- PLEASE PRINT) 1) Alyssa Berry
Don A. Lugo High School 2) Mary Jane Ashley
Location 3) _____

3.) **Mt. San Antonio College agrees to provide students qualified under the terms of this Articulation Agreement:**
College Credit by Exam

<u>Agriculture Soil Chemistry</u>	<u>10</u>	<u>AGOR 1 Horticultural Science</u>	<u>3</u>
High School - ROP - Adult Ed Course Name	Credits	Mt. SAC - Course Title	Units
<u>Agriculture Biology</u>	<u>10</u>	_____	_____
High School - ROP - Adult Ed Course Name	Credits	Mt. SAC - Course Title	Units
_____	_____	_____	_____
High School - ROP - Adult Ed Course Name	Credits	Mt. SAC - Course Title	Units
_____	_____	_____	_____
High School - ROP - Adult Ed Course Name	Credits	Mt. SAC - Course Title	Units
_____	_____	_____	_____
High School - ROP - Adult Ed Course Name	Credits	Mt. SAC - Course Title	Units

Additional Requirements or Notes:

4.) **It is the responsibility of the Instructor(s) named to inform students of this Articulation process and all student requests for Articulation must be submitted at the completion of all courses identified on this document.**

This agreement is valid for the school year 2020-21 **only.**
Any curriculum changes at either institution involving the courses named in this document shall require this agreement to be renegotiated.

5.) **To be completed by Mt. San Antonio College**

College Professor	<u>Jennifer L. Hernandez</u> <small>(Please sign with red or blue ink)</small>	<u>Oct 26, 2020</u> <small>Date</small>
Department Chair	<u>Brian Scott</u> <small>Brian Scott (Oct 27, 2020 12:30 PDT)</small> <small>(Please sign with red or blue ink)</small>	<u>Oct 27, 2020</u> <small>Date</small>
Division Dean	<u>Matthew Ludd</u> <small>Matthew Ludd (Oct 27, 2020 15:06 PDT)</small> <small>(Please sign with red or blue ink)</small>	<u>Oct 27, 2020</u> <small>Date</small>
Mt. SAC Articulation Officer	<u>Maria Lopez</u> <small>Maria Lopez (Oct 27, 2020 14:42 PST)</small> <small>(Please sign with red or blue ink)</small>	<u>Dec 2, 2020</u> <small>Date</small>

6.) **To be completed by the High School District • Regional Occupational Program (ROP) • Adult Education department**

Instructor	<u>Alyssa Berry</u> <small>(Please sign with red or blue ink)</small>	<u>Oct 27, 2020</u> <small>Date</small>
Authorized Administrator	<u>Jane Smith</u> <small>(Please sign with red or blue ink)</small>	<u>Nov 9, 2020</u> <small>Date</small>



Mt. SAC Career Pathways Office
1100 North Grand Avenue
Walnut, California 91789



2 + 2 Articulation Agreement

2021

1.) **Mt. San Antonio College and** Chino-Valley U.S.D.
High School District • Regional Occupational Program • Adult Education – Please identify the agency FUNDING the course.

2.) **High School • Regional Occupational Program (ROP) • Adult Education Course:**

Authorized Instructors (3 Maximum- PLEASE PRINT) 1) Alyssa Berry

Don A. Lugo High School

Location

2) _____

3) _____

3.) **Mt. San Antonio College agrees to provide students qualified under the terms of this Articulation Agreement:**
College Credit by Exam

Nursery/Greenhouse Management 10
High School - ROP - Adult Ed Course Name Credits

Agriculture Biology 10
High School - ROP - Adult Ed Course Name Credits

High School - ROP - Adult Ed Course Name Credits

High School - ROP - Adult Ed Course Name Credits

High School - ROP - Adult Ed Course Name Credits

AGOR 1 Horticultural Science 3
Mt. SAC - Course Title Units

Mt. SAC - Course Title Units

Mt. SAC - Course Title Units

Mt. SAC - Course Title Units

Mt. SAC - Course Title Units

Additional Requirements or Notes:

4.) **It is the responsibility of the Instructor(s) named to inform students of this Articulation process and all student requests for Articulation must be submitted at the completion of all courses identified on this document.**

This agreement is valid for the school year 2020-21 **only.**

Any curriculum changes at either institution involving the courses named in this document shall require this agreement to be renegotiated.

5.) **To be completed by Mt. San Antonio College**

College Professor

Jennifer L. Hernandez

Oct 26, 2020

(Please sign with red or blue ink)

Date

Department Chair

Brian Scott

Oct 27, 2020

(Please sign with red or blue ink)

Date

Division Dean

Matthew Judd

Oct 27, 2020

(Please sign with red or blue ink)

Date

Mt. SAC Articulation Officer

Maria Lora

Dec 2, 2020

(Please sign with red or blue ink)

Date

6.) **To be completed by the High School District • Regional Occupational Program (ROP) • Adult Education department**

Instructor

Alyssa Berry

Oct 27, 2020

(Please sign with red or blue ink)

Date

Authorized Administrator

Juanita

Nov 9, 2020

(Please sign with red or blue ink)

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Grace Park, Ed.D., Associate Superintendent, Curriculum, Instruction, Innovation, and Support
Julian A. Rodriguez, Ed.D., Director, Secondary Curriculum and Instruction

SUBJECT: RESOLUTION 2020/2021-22 RECOGNIZING FEBRUARY AS CAREER AND TECHNICAL EDUCATION MONTH

=====

BACKGROUND

Career and Technical Education (CTE) is a program of study that involves a multiyear sequence of courses that integrates core academic with technical and occupational knowledge. Skills attained from this program will empower students to choose a meaningful and sustainable career by providing a pathway to postsecondary education and careers.

Career and Technical Education Month is a public awareness campaign that takes place each February to celebrate the value of CTE and the achievements and accomplishments of CTE programs across the country.

Approval of this item supports the goals identified within the District's Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2020/2021-22 Recognizing February as Career and Technical Education Month.

FISCAL IMPACT

None.

NE:GP:JAR:smr

**Chino Valley Unified School District
Resolution 2020/2021-22
Recognizing February as
Career and Technical Education Month**

WHEREAS, the month of February has been designated Career and Technical Education Month by the Association for Career and Technical Education; and

WHEREAS, career and technical education helps students form career goals and provides them with pathways, and opportunities to gain the academic, technical and employability skills necessary for true “Career Readiness”; and

WHEREAS, leaders from business and industry nationwide report increasing challenges related to addressing the skills gap and connecting qualified professionals with available careers in critical and growing CTE-related fields, including healthcare, energy, advanced manufacturing and information technology; and

WHEREAS, career and technical education students experience meaningful, real-world problem solving and applications, emerging technologies, and opportunities to interface with experts through business and industry partnerships; and

WHEREAS, career and technical education is part of the backbone of workforce and economic development, fostering productivity in business and industry and contributes to America’s leadership in the globally competitive marketplace; and

WHEREAS, career and technical education prepares students for fulfilling careers by offering integrated programs of study that link secondary and postsecondary education and lead to the attainment of industry-recognized credentials; and

WHEREAS, career and technical education offers individuals lifelong opportunities to learn new skills, which provide them with career choices and advancement opportunities; and

WHEREAS, cooperative efforts between career and technical educators, business, and industry stimulate growth and vitality in the local economy; and

WHEREAS, CTE programs of Chino Valley Unified School District offers rigor, relevance, and relationships that engage students in career path preparation and options for employment, industry recognized credentials and post-secondary education;

NOW, THEREFORE, BE IT RESOLVED the Board hereby finds, determines, and declares February 2021 as Career and Technical Education Month and urges residents to become familiar with the services and benefits offered by career and technical education programs.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 21st day of January 2021 by the following vote:

Bridge: _____
Cruz: _____
Gagnier: _____
Na: _____
Schaffer: _____

I, Norm Enfield, Ed.D., Secretary of the Chino Valley Unified School District Board of Education, do hereby certify that the foregoing is a full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in the office of said Board.

Norm Enfield, Ed.D., Superintendent
Secretary, Board of Education

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Stephanie Johnson, Director, Student Support Services
SUBJECT: REVISION OF BOARD POLICY 5111.1 STUDENTS – DISTRICT RESIDENCY

=====

BACKGROUND

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current District practice. Board Policy 5111.1 Students – District Residency is being updated to reflect new law which prohibits districts from collecting information or documents regarding the citizenship or immigration status of students or their family members. This item was presented to the Board on December 17, 2020, as information.

New language is provided in UPPER CASE while old language to be deleted is ~~lined through~~.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the revision of Board Policy 5111.1 Students – District Residency.

FISCAL IMPACT

None.

NE:LF:SJ:rtr

DISTRICT RESIDENCY

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

(cf. 5116 - School Attendance Boundaries)

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

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

(cf. 5145.6 - Parental Notifications)

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

(cf. 5111 - Admission)

(cf. 5125 - Student Records)

When establishing a student's residency for enrollment purposes, the Superintendent or designee shall not inquire into ~~a student's~~ THE citizenship or immigration status OF STUDENTS OR THEIR FAMILY MEMBERS.

(cf. 5145.13 - Response to Immigration Enforcement)

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

Investigation of Residency

When the Superintendent or designee reasonably believes that a student's parent/guardian has provided false or unreliable evidence of residency, he/she may make reasonable efforts to determine that the student meets District residency requirements.

An investigation may be initiated when the Superintendent or designee is able to identify specific, articulable facts supporting the belief that the parent/guardian has provided false or unreliable evidence of residency. (Education Code 48204.1, 48204.2)

DISTRICT RESIDENCY (cont.)

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

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

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

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

Appeal of Enrollment Denial

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

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

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

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

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

DISTRICT RESIDENCY (cont.)

The Board's decision shall be final.

Enrollment not requiring District Residency

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

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

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

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

(cf. 6178.2 - Regional Occupational Center/Program)

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination
234.7 Student protections relating to immigration and citizenship status
35160.5 Intradistrict open enrollment
35351 Assignment of students to particular schools
46600-46611 Interdistrict attendance permits
48050-48054 Nonresidents
48200-48208 Compulsory education law, especially:
48204 Residency requirements
48204.1-48204.4 Evidence of residency
48300-48317 Student attendance alternatives, school district of choice program
48350-48361 Open Enrollment Act transfers
48645.5 Former juvenile court school students, enrollment
48852.7 Education of homeless students; immediate enrollment
48853.5 Education of foster youth; immediate enrollment
48980 Notifications at beginning of term
52317 Regional occupational program, admission of persons including nonresidents

FAMILY CODE

6550-6552 Caregivers

GOVERNMENT CODE

6205-6210 Confidentiality of residence for victims of domestic violence

CODE OF REGULATIONS, TITLE 5

432 Retention of student records

UNITED STATES CODE, TITLE 8

1229c Immigration and Nationality Act

DISTRICT RESIDENCY (cont.)

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

COURT DECISIONS

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

Plyler v. Doe, 457 U.S. 202 (1982)

Management Resources:

CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS

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

Legal Guidance Regarding International Student Exchange Placement Organizations, April 2014

CALIFORNIA ATTORNEY GENERAL'S OFFICE PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

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

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

Fact Sheet: Information on the Rights of All Children to Enroll in School, May 8, 2014

Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents, May 8, 2014

WEBSITES

California School Boards Association: www.csba.org

California Department of Education: www.cde.ca.gov

California Office of the Attorney General: oag.ca.gov

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

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

U.S. Department of Justice: www.justice.gov

Chino Valley Unified School District

Policy adopted: March 17, 2016

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
Anna G. Hamilton, Director, Purchasing

SUBJECT: PURCHASE ORDER REGISTER

=====

BACKGROUND

Board Policy 3310 Business and Noninstructional Operations – Purchasing requires approval/ratification of purchase orders by the Board of Education. A purchase order is a legal contract between a district and vendor, containing a description of each item listed and/or a statement to the effect that supplies, equipment or services furnished herewith shall be in accordance with specifications and conditions.

Purchase orders represent a commitment of funds. No item on this register will be processed unless within budgeted funds. The actual payment for the services or materials is made with a warrant (check) and reported on the warrant register report.

Approval of this item supports the goals identified within the District's Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve/ratify the purchase order register, provided under separate cover.

FISCAL IMPACT

\$1,711,377.03 to all District funding sources.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
Anna G. Hamilton, Director, Purchasing

SUBJECT: AGREEMENTS FOR CONTRACTOR/CONSULTANT SERVICES

=====

BACKGROUND

All contracts between the District and outside agencies shall conform to standards required by law and shall be prepared under the direction of the Superintendent or designee. To be valid or to constitute an enforceable obligation against the District, all contracts must be approved and/or ratified by the Board of Education.

Approval of this item supports the goals identified within the District's Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.

FISCAL IMPACT

As indicated.

NE:GJS:AGH:pw

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
F-2021-050 Brandon Petrunio & Associates, Inc. To provide architectural landscape services for Townsend JHS - Phase 2. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: December 1, 2020 - June 30, 2021	Contract amount: \$64,965.00 Funding source: General Fund
F-2021-051 Mijac Alarm. To provide District-wide fire and security alarm monitoring service. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2020 - June 30, 2021	Contract amount: Per rate sheet Funding source: General Fund

MASTER CONTRACTS	FISCAL IMPACT
MC-2021-028 The Physics Classroom LLC. To provide concept builder subscription. Submitted by: Ayala HS Duration of Agreement: January 22, 2021 - June 30, 2024	Contract amount: Per invoice Funding source: Various
MC-2021-029 Motivating Systems, LLC dba PBIS Rewards. To provide annual site license for PBIS. Submitted by: Walnut ES Duration of Agreement: January 22, 2021 - June 30, 2024	Contract amount: Per invoice Funding source: Various

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
CIIS-2021-063 Pediatric Therapy Services, LLC dba The Stepping Stones Group. To provide speech/language pathology, Board Certified Behavior Analyst, psychologists, LVN/school nurse, translation services, and instructional aides. Submitted by: Special Education/Health Services Duration of Agreement: July 1, 2020 - June 30, 2021 Original Agreement Board Approved: July 16, 2020	Contract amount: increase contract amount from \$350,000.00 to \$407,000.00 for additional services needed for Board Certified Behavior Analyst and Registered Nurse services. Funding source: Change from Special Education to Various
F-1920-028 Placeworks. To provide Phase I and/or preliminary environmental assessment for Preserve School #2. Submitted by: Facilities, Planning, and Operations Duration of Agreement: August 16, 2019 - June 30, 2021 Original Agreement Board Approved: August 15, 2019	Contract amount: increase contract amount from \$25,195.00 to \$31,795.00 Funding source: Various
F-1920-029 Placeworks. To provide California Environmental Quality ACT, addendum, Mitigated Negative Declaration, and the Title 5 CDE reports for Preserve School #2. Submitted by: Facilities, Planning, and Operations Duration of Agreement: August 16, 2019 - June 30, 2021 Original Agreement Board Approved: August 15, 2019	Contract amount: increase contract amount from \$50,252.00 to \$68,727.00 Funding source: Various
F-2021-038 Time & Alarm Systems. To provide software and support for the security alarm system. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2020 - June 30, 2021 Original Board Approval Date: August 20, 2020	Contract amount: increase contract amount from \$1,225.00 to \$2,425.00 to add additional licenses and support. Funding source: General Fund

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
<p>RFP 17-18-10 Herff Jones. To provide yearbook services to Ayala HS and Chino Hills HS. Submitted by: Purchasing Duration of Agreement: July 1, 2018 - June 30, 2021 Original Agreement Board Approved: May 17, 2018</p>	<p>Extend contract through June 30, 2022, for Ayala HS and Chino Hills HS as per contract.</p> <p>Contract amount: \$163,063.00</p> <p>Funding Source: ASB/USB/PFA/PTA/Boosters</p>

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: SURPLUS/OBSOLETE PROPERTY

=====

BACKGROUND

The Board of Education recognizes that the District may own personal property which is unusable, obsolete, or no longer needed by the District. The Superintendent or designee shall arrange for the sale or disposal of District personal property in accordance with Board policy and the requirements of Education Code 17545.

Lists of surplus items are emailed to the Facilities/Planning Department to be placed on an upcoming Board agenda. After Board approval, items may be picked up by District warehouse or a liquidation company for public auction. Items not picked up for public auction may be sold through a private sale, donated to charitable organization, or disposed of in the local public dump in accordance with Education Code Section 17546.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education declare the District property surplus/obsolete and authorize staff to sell/dispose of said property.

FISCAL IMPACT

Increase to the General Fund from proceeds of sale.

NE:GJS:pw

**CHINO VALLEY UNIFIED SCHOOL DISTRICT
SURPLUS/OBSOLETE PROPERTY**

January 21, 2021

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Projector	Epson	288889	Cortez ES
Printer	HP	317DCI317PAP01	Country Springs ES
Printer	HP	317GPD01317plab2901	Country Springs ES
Ink Cartridges (6)			Country Springs ES
Printer	HP	19209	Dickson ES
Projector	Aver Media	24426	Dickson ES
Printer	Xerox	19209	Dickson ES
Chromebook	Dell	54786	Dickson ES
Chromebook	Dell	54787	Dickson ES
Chromebook	Dell	24774	Dickson ES
Chromebook	Dell	24762	Dickson ES
Chromebook	Dell	54771	Dickson ES
Chromebook	Dell	54761	Dickson ES
Chromebook	Dell	54782	Dickson ES
Chromebook	Dell	54755	Dickson ES
Chromebook	Dell	54765	Dickson ES
Chromebook	Dell	54790	Dickson ES
Vending Machine	NAMA Listed	75016094237	Dickson ES
Computer	Dell	47791	Townsend JHS
Computer	Dell	47822	Townsend JHS
Computer	Dell	47919	Townsend JHS
Computer	Dell	47913	Townsend JHS
Computer	Dell	47815	Townsend JHS
Computer	Dell	47788	Townsend JHS
Computer	Dell	47806	Townsend JHS
Computer	Dell	47823	Townsend JHS
Computer	Dell	47899	Townsend JHS
Computer	Dell	47907	Townsend JHS
Computer	Dell	47900	Townsend JHS
Computer	Dell	47784	Townsend JHS
Computer	Dell	47922	Townsend JHS
Computer	Dell	47920	Townsend JHS
Computer	Dell	47916	Townsend JHS
Computer	Dell	47748	Townsend JHS
Computer	Dell	47915	Townsend JHS
Computer	Dell	47909	Townsend JHS
Computer	Dell	23891	Townsend JHS
Computer	Dell	25027	Townsend JHS
Computer	Dell	47734	Townsend JHS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer	Dell	47910	Townsend JHS
Computer	Dell	47904	Townsend JHS
Computer	Dell	47778	Townsend JHS
Computer	Dell	47736	Townsend JHS
Computer	Dell	47903	Townsend JHS
Computers (10)	Dell		Townsend JHS
Computer	Dell	56839	Woodcrest JHS
Computer	Dell	39389	Woodcrest JHS
Computer	Dell	39272	Woodcrest JHS
Computer	Dell	39341	Woodcrest JHS
Computer	Dell	56852	Woodcrest JHS
Computer	Dell	39360	Woodcrest JHS
Computer	Dell	39299	Woodcrest JHS
Computer	Dell	39282	Woodcrest JHS
Computer	Dell	56835	Woodcrest JHS
Computer	Dell	39303	Woodcrest JHS
Computer	Dell	39340	Woodcrest JHS
Computer	Dell	39413	Woodcrest JHS
Computer	Dell	56819	Woodcrest JHS
Computer	Dell	39288	Woodcrest JHS
Computer	Dell	39362	Woodcrest JHS
Computer	Dell	39290	Woodcrest JHS
Computer	Dell	39273	Woodcrest JHS
Computer	Dell	39293	Woodcrest JHS
Computer	Dell	39200	Woodcrest JHS
Computer	Dell	39396	Woodcrest JHS
Computer	Dell	39281	Woodcrest JHS
Computer	Dell	44097	Woodcrest JHS
Computer	Dell	39388	Woodcrest JHS
Computer	Dell	394344	Woodcrest JHS
Computer	Dell	39400	Woodcrest JHS
Computer	Dell	39200	Woodcrest JHS
Computer	Dell	393355	Woodcrest JHS
Computer	Dell	5ST0692	Woodcrest JHS
Computer	Dell	5ZT0692	Woodcrest JHS
Computer	Dell	5RT0692	Woodcrest JHS
Computer	Dell	6LT0692	Woodcrest JHS
Computer	Dell	6LT0692	Woodcrest JHS
Computer	Dell	5YT0692	Woodcrest JHS
Computer	Dell	5MT0692	Woodcrest JHS
Computer	Dell	67VO692	Woodcrest JHS
Computer	Dell	63V0692	Woodcrest JHS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer	Dell	5LT0692	Woodcrest JHS
Computer	Dell	61V0692	Woodcrest JHS
Computer	Dell	63T0692	Woodcrest JHS
Computer	Dell	5WT0692	Woodcrest JHS
Computer	Dell	5TT0692	Woodcrest JHS
Computer	Dell	6MT0692	Woodcrest JHS
Computer	Dell	6PT0692	Woodcrest JHS
Computer	Dell	5VT0692	Woodcrest JHS
Computer	Dell	62V0692	Woodcrest JHS
Computer	Dell	67T0692	Woodcrest JHS
Computer	Dell	64T0692	Woodcrest JHS
Computer	Dell	59T0692	Woodcrest JHS
Computer	Dell	65T0692	Woodcrest JHS
Computer	Dell	6OT0692	Woodcrest JHS
Computer	Dell	6PT0692	Woodcrest JHS
Computer	Dell	6ST0692	Woodcrest JHS
Computer	Dell	67T0692	Woodcrest JHS
Computer	Dell	64T0692	Woodcrest JHS
Computer	Dell	39386	Woodcrest JHS
Computer	Dell	39314	Woodcrest JHS
Computer	Dell	39397	Woodcrest JHS
Computer	Dell	46113	Woodcrest JHS
Computer	Dell	39289	Woodcrest JHS
Computer	Dell	39275	Woodcrest JHS
Computer	Dell	39276	Woodcrest JHS
Computer	Dell	39277	Woodcrest JHS
Computer	Dell	39224	Woodcrest JHS
Computer	Dell	39300	Woodcrest JHS
Computer	Dell	39317	Woodcrest JHS
Computer	Dell	39404	Woodcrest JHS
Computer	Dell	39373	Woodcrest JHS
Computer	Dell	44053	Woodcrest JHS
Computer	Dell	47097	Woodcrest JHS
Computer	Dell	56632	Woodcrest JHS
Computer	Dell	44040	Woodcrest JHS
Computer	Dell	44027	Woodcrest JHS

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: NOTICE OF COMPLETION FOR CUPCCAA PROJECT

=====

BACKGROUND

On May 9, 2013, the Board of Education adopted Resolution 2012/2013-71, Adoption of California Uniform Public Construction Cost Accounting Act (CUPCCAA). Per Public Contract Code 22030, the adoption of CUPCCAA allows the use of alternate bidding procedures for projects under \$175,000.00, while still ensuring the District receives the lowest pricing possible from responsible vendors and contractors. Utilizing CUPCCAA, the District has completed the project listed below.

CUPCCAA Project	Project Description	Contractor	Original Quotation	Change Order	Total	Funding Source
CC2021-08	Dickey ES Pest Control	EarlyBird Extermination, Inc.	\$18,000.00	N/A	\$18,000.00	01

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Jonathan Campbell, Project Manager; and Martin Silveira, Director, Maintenance, Operations, and Construction.

Staff recommends approval of the Notice of Completion for this project.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Notice of Completion for CUPCCAA Project.

FISCAL IMPACT

\$18,000.00 to General Fund 01.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: NOTICE OF COMPLETION FOR BID 18-19-08F, AYALA HS NEW SCIENCE BUILDING (BP 01)

=====

BACKGROUND

On November 15, 2018, the Board of Education awarded Bid 18-19-08F, Ayala HS New Science Building (BP 01) to Lee and Stires, Inc. All contracted work was completed on November 13, 2020. Contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$364,400.00	(\$55,756.24)	\$308,643.76	\$15,432.19

Documentation indicating satisfactory completion and compliance with specification has been obtained from school site administrator; Ken Burr, DSA Inspector; Jim DiCamillo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 01).

FISCAL IMPACT

None.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
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DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: NOTICE OF COMPLETION FOR BID 18-19-08F, AYALA HS NEW SCIENCE BUILDING (BP 02)

=====

BACKGROUND

On November 15, 2018, the Board of Education awarded Bid 18-19-08F, Ayala HS New Science Building (BP 02) to Bravo Concrete Construction Services, Inc. All contracted work was completed on November 13, 2020. Contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$1,362,000.00	(\$49,510.67)	\$1,312,489.33	\$65,624.47

Documentation indicating satisfactory completion and compliance with specification has been obtained from school site administrator; Ken Burr, DSA Inspector; Jim DiCamillo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 02).

FISCAL IMPACT

None.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: NOTICE OF COMPLETION FOR BID 18-19-08F, AYALA HS NEW SCIENCE BUILDING (BP 05)

=====

BACKGROUND

On November 15, 2018, the Board of Education awarded Bid 18-19-08F, Ayala HS New Science Building (BP 05) to Tomahawk Builders, Inc. All contracted work was completed on October 27, 2020. Contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$1,840,777.00	\$29,059.26	\$1,869,836.26	\$93,491.81

Documentation indicating satisfactory completion and compliance with specification has been obtained from school site administrator; Ken Burr, DSA Inspector; Jim DiCamillo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 05).

FISCAL IMPACT

None.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: NOTICE OF COMPLETION FOR BID 18-19-08F, AYALA HS NEW SCIENCE BUILDING (BP 08)

=====

BACKGROUND

On November 15, 2018, the Board of Education awarded Bid 18-19-08F, Ayala HS New Science Building (BP 08) to United Contractors. All contracted work was completed on November 5, 2020. Contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$230,000.00	\$1,364.00	\$231,364.00	\$11,568.20

Documentation indicating satisfactory completion and compliance with specification has been obtained from school site administrator; Ken Burr, DSA Inspector; Jim DiCamillo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 08).

FISCAL IMPACT

None.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: NOTICE OF COMPLETION FOR BID 18-19-08F, AYALA HS NEW SCIENCE BUILDING (BP 10)

=====

BACKGROUND

On November 15, 2018, the Board of Education awarded Bid 18-19-08F, Ayala HS New Science Building (BP 10) to E & R Glass, Inc. All contracted work was completed on August 3, 2020. Contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$48,900.00	(\$5,300.00)	\$43,600.00	\$2,180.00

Documentation indicating satisfactory completion and compliance with specification has been obtained from school site administrator; Ken Burr, DSA Inspector; Jim DiCamillo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 10).

FISCAL IMPACT

None.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: NOTICE OF COMPLETION FOR BID 18-19-08F, AYALA HS NEW SCIENCE BUILDING (BP 18)

=====

BACKGROUND

On November 15, 2018, the Board of Education awarded Bid 18-19-08F, Ayala HS New Science Building (BP 18) to Empyrean Plumbing. All contracted work was completed on December 2, 2020. Contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$1,544,485.00	\$101,554.00	\$1,646,039.00	\$82,301.95

Documentation indicating satisfactory completion and compliance with specification has been obtained from school site administrator; Ken Burr, DSA Inspector; Jim DiCamillo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 18).

FISCAL IMPACT

None.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: January 21, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 18-19-08F, AYALA HS NEW SCIENCE BUILDING (BP 03)

=====

BACKGROUND

On November 15, 2018, the Board of Education awarded Bid 18-19-08F, Ayala HS New Science Building (BP 03) to Kretschmar & Smith, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Kretschmar & Smith, Inc.	(\$2,700.00)
	Bid Amount:	\$126,420.00
	Revised Total Project Amount:	\$123,720.00
	Retention Amount:	\$6,186.00

The change order results in a net decrease of \$2,700.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on December 2, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: school site administrator; Ken Burr, DSA Inspector; Jim DiCamillo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

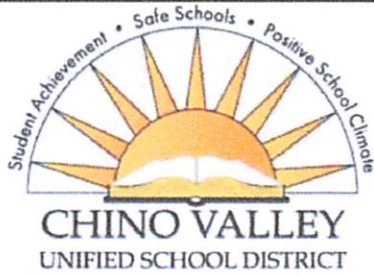
RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 03).

FISCAL IMPACT

(\$2,700.00) to Building Fund 21.

NE:GJS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division

5130 Riverside Drive

Chino, CA 91710

Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 8/10/2020 BID #: 18-19-08F CHANGE ORDER: 001

PROJECT: Ayala High School New Science / Lab Building

DSA APPLICATION #: 04-117359 DSA FILE #: 36-H3

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: BP 03 – Kretschmar & Smith, Inc.

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:




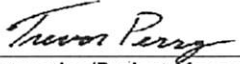



ITEM NO. 1:	Description:	Remaining Unused Allowance credited back to CVUSD
	Reason:	Unused Allowances
	Document Ref:	SOV Remaining Allowance Amount line items 10-11 and column H
	Requested by:	District
	Change in Contract Sum:	<2,700> / DEDUCT
	Time Extension:	0 Calendar days

END OF CHANGE ORDER NO. 001 ITEMS

CONTRACT SUMMARY

The original contract amount was:	<u>\$126,420.00</u>
Previously approved change order amount(s):	<u><\$0.00></u>
The contract amount will be increased/decreased by this Change Order:	<u><2,700></u>
The new contract amount including this change order will be:	<u>\$ 123,720.00</u>
The original contract completion date:	<u>01/03/2020</u>
The contract time will be increased/decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>01/03/2020</u>

APPROVED BY:

 Contractor (K&S Masonry)	Andrew Kretschmar / President	12/03/2020
 Architect (WLC Architects)	Jim DiCamillo / President, Architect, AIA LEED AP	12/03/2020
 DSA Inspector of Record (Knowland Construction Services)	Ken Burr / DSA Inspector	12/03/2020
 Construction/Project Manager (Balfour Beatty)	Trevor Perry / Project Manager	12/02/2020
 CVUSD Construction Coordinator	Sam Sousa / Construction Coordinator, Facilities, Planning & Operations	12/16/20
 Director, M.O.C.	Martin Silveira / Director of Maintenance, Operations and Construction	
 Owner (authorized agent)	Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department	12/16/20

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 18-19-08F, AYALA HS NEW SCIENCE BUILDING (BP 04)

=====

BACKGROUND

On November 15, 2018, the Board of Education awarded Bid 18-19-08F, Ayala HS New Science Building (BP 04) to Vulcan Steel Company. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Vulcan Steel Company	(\$12,760.53)
	Bid Amount:	\$1,174,066.00
	Revised Total Project Amount:	\$1,161,305.47
	Retention Amount:	\$58,065.27

The change order results in a net decrease of \$12,760.53 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on October 27, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: school site administrator; Ken Burr, DSA Inspector; Jim DiCamillo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

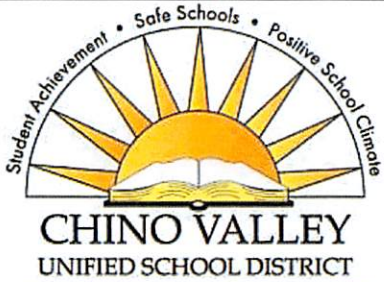
RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 04).

FISCAL IMPACT

(\$12,760.53) to Building Fund 21.

NE:GJS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division
 5130 Riverside Drive
 Chino, CA 91710
 Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 8/10/2020 BID #: 18-19-08F CHANGE ORDER: 001

PROJECT: Ayala High School New Science / Lab Building

DSA APPLICATION #: 04-117359 DSA FILE #: 36-H3

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: BP 04 – Vulcan Steel Company

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

ITEM NO. 1:	Description:	Remaining Unused Allowance credited back to CVUSD
	Reason:	Unused Allowances
	Document Ref:	SOV Remaining Allowance Amount line items 4 – 6, and 8 on column H
	Requested by:	District
	Change in Contract Sum:	<\$12,760.53> / DEDUCT
	Time Extension:	0 Calendar days

END OF CHANGE ORDER NO. 001 ITEMS

CONTRACT SUMMARY

The original contract amount was:	<u>\$1,174,066.00</u>
Previously approved change order amount(s):	<u><\$0.00></u>
The contract amount will be increased/decreased by this Change Order:	<u><\$12,760.53></u>
The new contract amount including this change order will be:	<u>\$1,161,305.47</u>
The original contract completion date:	<u>01/03/2020</u>
The contract time will be increased/decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>07/24/2020</u>

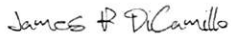
APPROVED BY:



Contractor (Vulcan Steel)

Ben Hopper / Project Manager
Print Name / Title

12/01/2020
Date



Architect (WLC Architects)

Jim DiCamillo / President, Architect, AIA LEED AP
Print Name / Title

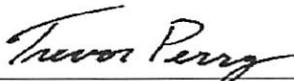
12/01/2020
Date



DSA Inspector of Record
(Knowland Construction Services)

Ken Burr / DSA Inspector
Print Name / Title

10/28/2020
Date



Construction/Project Manager
(Balfour Beatty)

Trevor Perry / Project Manager
Print Name / Title

10/27/2020
Date



CVUSD Construction Coordinator

Sam Sousa / Construction Coordinator, Facilities,
Planning & Operations
Print Name / Title

11/12/20
Date

Martin Silveira / Director of Maintenance, Operations

Director, M.O.C.

Print Name / Title

Date



Owner (authorized agent)

Gregory Stachura / Assistant Superintendent, Facilities,
Planning & Operations Department
Print Name / Title

12/15/20
Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 18-19-08F, AYALA HS NEW SCIENCE BUILDING (BP 06)

=====

BACKGROUND

On November 15, 2018, the Board of Education awarded Bid 18-19-08F, Ayala HS New Science Building (BP 06) to Sierra Lathing Company, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Sierra Lathing Company, Inc.	(\$2,136.95)
	Bid Amount:	\$1,181,029.00
	Revised Total Project Amount:	\$1,178,892.05
	Retention Amount:	\$58,944.60

The change order results in a net decrease of \$2,136.95 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on October 29, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: school site administrator; Ken Burr, DSA Inspector; Jim DiCamillo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

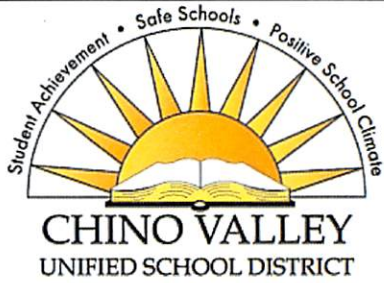
RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 06).

FISCAL IMPACT

(\$2,136.95) to Building Fund 21.

NE:GJS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division
 5130 Riverside Drive
 Chino, CA 91710

Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 10/27/2020 BID #: 18-19-08F CHANGE ORDER: 001

PROJECT: Ayala High School New Science / Lab Building

DSA APPLICATION #: 04-117359 DSA FILE #: 36-H3

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: BP 06 – Sierra Lathing Company, Inc.

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

ITEM NO. 1:	Description:	Remaining Unused Allowance credited back to CVUSD
	Reason:	Unused Allowances
	Document Ref:	SOV Remaining Allowance Amount line item 6 and column H
	Requested by:	District
	Change in Contract Sum:	<\$2,136.95> / DEDUCT
	Time Extension:	0 Calendar days


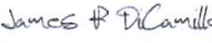

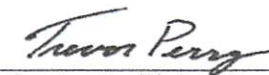

END OF CHANGE ORDER NO. 001 ITEMS

CONTRACT SUMMARY

The original contract amount was:	<u>\$1,181,029.00</u>
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be increased/decreased by this Change Order:	<u><\$2,136.95></u>
The new contract amount including this change order will be:	<u>\$1,178,892.05</u>
The original contract completion date:	<u>01/03/2020</u>
The contract time will be increased/decreased by days:	<u>0</u>

The date of completion as a result of this Change Order is: 01/03/2020

APPROVED BY:

 Contractor (Sierra Lath)	Ray Lytle, Vice President Print Name / Title	10/29/2020 Date
 Architect (WLC Architects)	Jim DiCamillo / President, Architect, AIA LEED AP Print Name / Title	10/29/2020 Date
 DSA Inspector of Record (Knowland Construction Services)	Ken Burr / DSA Inspector Print Name / Title	10/29/2020 Date
 Construction/Project Manager (Balfour Beatty)	Trevor Perry / Project Manager Print Name / Title	10/29/20 Date
CVUSD Construction Coordinator	Sam Sousa / Construction Coordinator, Facilities, Planning & Operations Print Name / Title	Date
Director, M.O.C.	Martin Silveira / Director of Maintenance, Operations and Construction Print Name / Title	Date
 Owner (authorized agent)	Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department Print Name / Title	12/18/20 Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 18-19-08F, AYALA HS NEW SCIENCE BUILDING (BP 07)

=====

BACKGROUND

On November 15, 2018, the Board of Education awarded Bid 18-19-08F, Ayala HS New Science Building (BP 07) to Letner Roofing Company. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Letner Roofing Company	(\$17,182.00)
	Bid Amount:	\$590,295.00
	Revised Total Project Amount:	\$573,113.00
	Retention Amount:	\$28,655.65

The change order results in a net decrease of \$17,182.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on December 2, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: school site administrator; Ken Burr, DSA Inspector; Jim DiCamillo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

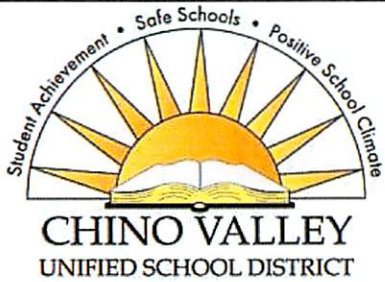
RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 07).

FISCAL IMPACT

(\$17,182.00) to Building Fund 21.

NE:GJS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division
 5130 Riverside Drive
 Chino, CA 91710
 Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 12/2/2020 BID #: 18-19-08F CHANGE ORDER: 001

PROJECT: Ayala High School New Science / Lab Building

DSA APPLICATION #: 04-117359 DSA FILE #: 36-H3

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: BP 07 – Letner Roofing

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

ITEM NO. 1:	Description:	Remaining Unused Allowance credited back to CVUSD
	Reason:	Unused Allowances
	Document Ref:	SOV Remaining Allowance Amount line items 10 through 12, column H
	Requested by:	District
	Change in Contract Sum:	<\$17,182.00> / DEDUCT
	Time Extension:	0 Calendar days

END OF CHANGE ORDER NO. 001 ITEMS

CONTRACT SUMMARY

The original contract amount was:	<u>\$590,295.00</u>
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be increased/decreased by this Change Order:	<u><\$17,182.00></u>
The new contract amount including this change order will be:	<u>\$573,113.00</u>
The original contract completion date:	<u>01/03/2020</u>
The contract time will be increased/decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>01/03/2020</u>

APPROVED BY:



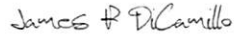
Contractor (RVH Constructors)

German Gonzales / Assistant Vice President

Print Name / Title

12/02/2020

Date



Architect (WLC Architects)

Jim DiCamillo / President, Architect, AIA LEED AP

Print Name / Title

12/03/2020

Date



DSA Inspector of Record
(Knowland Construction Services)

Ken Burr / DSA Inspector

Print Name / Title

12/02/2020

Date



Construction/Project Manager
(Balfour Beatty)

Trevor Perry / Project Manager

Print Name / Title

12/02/2020

Date



CVUSD Construction Coordinator

Sam Sousa / Construction Coordinator, Maintenance,
Operations & Construction

Print Name / Title

12/11/20
Date

Martin Silveira / Director of Maintenance, Operations

Director, M.O.C.

Print Name / Title

Date



Owner (authorized agent)

Gregory Stachura / Assistant Superintendent, Facilities,
Planning & Operations Department

Print Name / Title

12/15/20
Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 18-19-08F, AYALA HS NEW SCIENCE BUILDING (BP 09)

=====

BACKGROUND

On November 15, 2018, the Board of Education awarded Bid 18-19-08F, Ayala HS New Science Building (BP 09) to Construction Hardware. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
2	Construction Hardware	(\$10,461.61)
	Previously Approved Change Orders:	\$8,424.86
	Bid Amount:	\$148,800.00
	Revised Total Project Amount:	\$146,763.25
	Retention Amount:	\$7,338.16

The change order results in a net decrease of \$10,461.61 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on November 5, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: school site administrator; Ken Burr, DSA Inspector; Jim DiCamillo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 09).

FISCAL IMPACT

(\$10,461.61) to Building Fund 21.

NE:GJS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division
 5130 Riverside Drive
 Chino, CA 91710

Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 11/05/20 BID #: 18-19-08F CHANGE ORDER: 002

PROJECT: Ayala High School New Science / Lab Building

DSA APPLICATION #: 04-117359 DSA FILE #: 36-H3

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: Construction Hardware (BP 09)

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

ITEM NO. 1:	Description:	Return Unused Allowance credited back to CVUSD
	Reason:	Unused Allowances
	Document Ref:	SOV Column H, Lines 7 through 9
	Requested by:	CVUSD
	Change in Contract Sum:	<\$10,461.61> / DEDUCT
	Time Extension:	0 Calendar days

END OF CHANGE ORDER NO. 002 ITEMS

CONTRACT SUMMARY

The original contract amount was:	<u>\$148,800.00</u>
Previously approved change order amount(s):	<u>\$8,424.86</u>
The contract amount will be increased/decreased by this Change Order:	<u><\$10,461.61></u>
The new contract amount including this change order will be:	<u>\$146,763.25</u>
The original contract completion date:	<u>01/03/20</u>
The contract time will be increased/decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>07/24/20</u>

APPROVED BY:

CJ Castillo

Contractor (Construction Hardware)

CJ Castillo / Accounts / Contract Manager

Print Name / Title

11/06/2020

Date

James DiCamillo

Architect (WLC Architects)

Jim DiCamillo / President, Architect, AIA LEED AP

Print Name / Title

11/06/2020

Date

Ken Burr

DSA Inspector of Record
(Knowland Construction Services)

Ken Burr / DSA Inspector

Print Name / Title

11/06/2020

Date

Trevor Perry

Construction/Project Manager
(Balfour Beatty)

Trevor Perry / Project Manager

Print Name / Title

11/5/2020

Date

Sam Sousa

CVUSD Construction Coordinator

Sam Sousa / Construction Coordinator, Facilities,
Planning & Operations

Print Name / Title

12/16/20
Date

Martin Silveira / Director of Maintenance, Operations
and Construction

Print Name / Title

Date

Director, M.O.C.

Gregory Stachura

Gregory Stachura

Owner (authorized agent)

Gregory Stachura / Assistant Superintendent, Facilities,
Planning & Operations Department

Print Name / Title

12/16/20
Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 18-19-08F, AYALA HS NEW SCIENCE BUILDING (BP 11)

=====

BACKGROUND

On November 15, 2018, the Board of Education awarded Bid 18-19-08F, Ayala HS New Science Building (BP 11) to Floored Tile & Stone. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Floored Tile & Stone	(\$7,119.00)
	Bid Amount:	\$125,000.00
	Revised Total Project Amount:	\$117,881.00
	Retention Amount:	\$5,894.05

The change order results in a net decrease of \$7,119.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on November 5, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: school site administrator; Ken Burr, DSA Inspector; Jim DiCamillo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

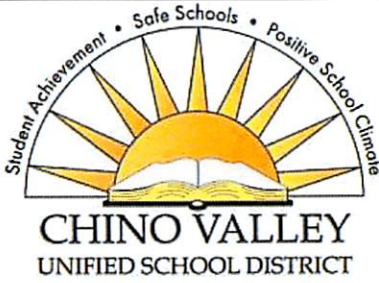
RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 11).

FISCAL IMPACT

(\$7,119.00) to Building Fund 21.

NE:GJS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division
 5130 Riverside Drive
 Chino, CA 91710

Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 11/05/20 BID #: 18-19-08F CHANGE ORDER: 001

PROJECT: Ayala High School New Science / Lab Building

DSA APPLICATION #: 04-117359 DSA FILE #: 36-H3

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: Floored Tile & Stone (BP 11)

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

ITEM NO. 1:	Description:	Return Unused Allowance credited back to CVUSD
	Reason:	Unused Allowances
	Document Ref:	SOV Column H, Lines 4 through 6
	Requested by:	CVUSD
	Change in Contract Sum:	<\$7,119.00> / DEDUCT
	Time Extension:	0 Calendar days

END OF CHANGE ORDER NO. 001 ITEMS

CONTRACT SUMMARY

The original contract amount was:	<u>\$125,000.00</u>
Previously approved change order amount(s):	<u>N/A</u>
The contract amount will be increased/decreased by this Change Order:	<u><\$7,119.00></u>
The new contract amount including this change order will be:	<u>\$117,881.00</u>
The original contract completion date:	<u>01/03/20</u>
The contract time will be increased/decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>07/24/20</u>

APPROVED BY:

Greg Zwerner

Contractor (Construction Hardware)

Greg Zwerner / Principal

Print Name / Title

11/06/2020

Date

James DiCamillo

Architect (WLC Architects)

Jim DiCamillo / President, Architect, AIA LEED AP

Print Name / Title

11/06/2020

Date

Ken Burr

DSA Inspector of Record
(Knowland Construction Services)

Ken Burr / DSA Inspector

Print Name / Title

11/06/2020

Date

Trevor Perry

Construction/Project Manager
(Balfour Beatty)

Trevor Perry / Project Manager

Print Name / Title

11/05/2020

Date

Sam Sousa

CVUSD Construction Coordinator

Sam Sousa / Construction Coordinator, Facilities,
Planning & Operations

Print Name / Title

12/11/20

Date

Martin Silveira / Director of Maintenance, Operations

Director, M.O.C.

Print Name / Title

Date

Gregory Stachura

Owner (authorized agent)

Gregory Stachura / Assistant Superintendent, Facilities,
Planning & Operations Department

Print Name / Title

12/15/20

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 18-19-08F, AYALA HS NEW SCIENCE BUILDING (BP 12)

=====

BACKGROUND

On November 15, 2018, the Board of Education awarded Bid 18-19-08F, Ayala HS New Science Building (BP 12) to South Coast Acoustical Interiors, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	South Coast Acoustical Interiors, Inc.	(\$5,651.25)
	Bid Amount:	\$118,580.00
	Revised Total Project Amount:	\$112,928.75
	Retention Amount:	\$5,646.44

The change order results in a net decrease of \$5,651.25 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on November 5, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: school site administrator; Ken Burr, DSA Inspector; Jim DiCamillo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

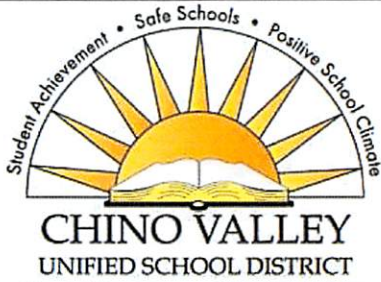
RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 12).

FISCAL IMPACT

(\$5,651.25) to Building Fund 21.

NE:GJS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division
5130 Riverside Drive
Chino, CA 91710

Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 10/12/2020 BID #: 18-19-08F CHANGE ORDER: 001

PROJECT: Ayala High School New Science / Lab Building

DSA APPLICATION #: 04-117359 DSA FILE #: 36-H3

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: BP 12 – South Coast Acoustical Interiors, Inc.

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:


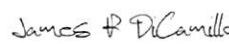

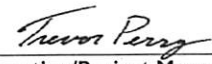


ITEM NO. 1:	Description:	Remaining Unused Allowance credited back to CVUSD
	Reason:	Unused Allowances
	Document Ref:	SOV Remaining Allowance Amount line items 2 through 5 in column H
	Requested by:	District
	Change in Contract Sum:	<\$5,651.25> / DEDUCT
	Time Extension:	0 Calendar days

END OF CHANGE ORDER NO. 001 ITEMS

CONTRACT SUMMARY

The original contract amount was:	_____	\$118,580.00 ✓
Previously approved change order amount(s):	_____	\$0.00 ✓
The contract amount will be increased/decreased by this Change Order:	_____	<\$5,651.25> ✓
The new contract amount including this change order will be:	_____	\$112,928.75 ✓
The original contract completion date:	_____	01/03/2020
The contract time will be increased/decreased by days:	_____	0
The date of completion as a result of this Change Order is:	_____	07/24/2020

APPROVED BY:

 _____ Contractor (South Coast Acoustical)	AJ Ortega / PM _____ Print Name / Title	10/12/2020 _____ Date
 _____ Architect (WLC Architects)	Jim DiCamillo / President, Architect, AIA LEED AP _____ Print Name / Title	10/12/2020 _____ Date
 _____ DSA Inspector of Record (Knowland Construction Services)	Ken Burr / DSA Inspector _____ Print Name / Title	10/12/2020 _____ Date
 _____ Construction/Project Manager (Balfour Beatty)	Trevor Perry / Project Manager _____ Print Name / Title	10/12/2020 _____ Date
 _____ CVUSD Construction Coordinator	Sam Sousa / Construction Coordinator, Facilities, Planning & Operations _____ Print Name / Title	12/11/20 _____ Date
_____ Director, M.O.C.	Martin Silveira / Director of Maintenance, Operations _____ Print Name / Title	_____ _____ Date
 _____ Owner (authorized agent)	Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department _____ Print Name / Title	12/15/20 _____ Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 18-19-08F, AYALA HS NEW SCIENCE BUILDING (BP 14)

=====

BACKGROUND

On November 15, 2018, the Board of Education awarded Bid 18-19-08F, Ayala HS New Science Building (BP 14) to Cramer Painting, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Cramer Painting, Inc.	(\$9,257.22)
	Bid Amount:	\$144,900.00
	Revised Total Project Amount:	\$135,642.78
	Retention Amount:	\$6,782.14

The change order results in a net decrease of \$9,257.22 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on November 16, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: school site administrator; Ken Burr, DSA Inspector; Jim DiCamillo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

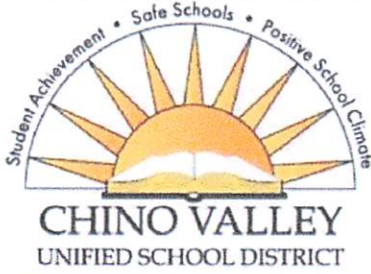
RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 14).

FISCAL IMPACT

(\$9,257.22) to Building Fund 21.

NE:GJS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division

5130 Riverside Drive

Chino, CA 91710

Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 11/13/2020 BID #: 18-19-08F CHANGE ORDER: 001

PROJECT: Ayala High School New Science / Lab Building

DSA APPLICATION #: 04-117359 DSA FILE #: 36-H3

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: BP 14 – Cramer Painting

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

ITEM NO. 1:	Description:	Remaining Unused Allowance credited back to CVUSD
	Reason:	Unused Allowances
	Document Ref:	SOV Remaining Allowance Amount line item 6, column H
	Requested by:	District
	Change in Contract Sum:	<\$9,257.22> / DEDUCT
	Time Extension:	0 Calendar days

END OF CHANGE ORDER NO. 001 ITEMS

CONTRACT SUMMARY

The original contract amount was:	<u>\$144,900.00</u>
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be increased/decreased by this Change Order:	<u><\$9,257.22></u>
The new contract amount including this change order will be:	<u>\$135,642.78</u>
The original contract completion date:	<u>01/03/2020</u>
The contract time will be increased/decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>01/03/2020</u>

APPROVED BY:

Change Order No. 001

Steven L Cramer

Contractor (Cramer Painting)

Steve Cramer/ President

Print Name / Title

12/02/2020

Date

James R DiCamillo

Architect (WLC Architects)

Jim DiCamillo / President, Architect, AIA LEED AP

Print Name / Title

12/02/2020

Date

Ken Burr

DSA Inspector of Record
(Knowland Construction Services)

Ken Burr / DSA Inspector

Print Name / Title

12/02/2020

Date

Trevor Perry

Construction/Project Manager
(Balfour Beatty)

Trevor Perry / Project Manager

Print Name / Title

11/16/2020

Date

Sam Sousa

CVUSD Construction Coordinator

Sam Sousa / Construction Coordinator, Maintenance,
Operations & Construction

Print Name / Title

12/16/20

Date

Martin Silveira / Director of Maintenance, Operations
and Construction

Print Name / Title

Date

Director, M.O.C.

Gregory Stachura

Owner (authorized agent)

Gregory Stachura / Assistant Superintendent, Facilities,
Planning & Operations Department

Print Name / Title

12/16/20

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 18-19-08F, AYALA HS NEW SCIENCE BUILDING (BP 15)

=====

BACKGROUND

On November 15, 2018, the Board of Education awarded Bid 18-19-08F, Ayala HS New Science Building (BP 15) to RVH Constructors, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	RVH Constructors, Inc.	(\$5,373.91)
	Bid Amount:	\$214,500.00
	Revised Total Project Amount:	\$209,126.09
	Retention Amount:	\$10,456.30

The change order results in a net decrease of \$5,373.91 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on December 2, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: school site administrator; Ken Burr, DSA Inspector; Jim DiCamillo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

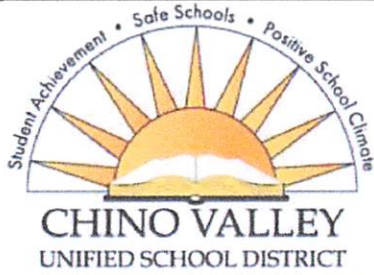
RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 15).

FISCAL IMPACT

(\$5,373.91) to Building Fund 21.

NE:GJS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division

5130 Riverside Drive

Chino, CA 91710

Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 11/13/2020 BID #: 18-19-08F CHANGE ORDER: 001

PROJECT: Ayala High School New Science / Lab Building

DSA APPLICATION #: 04-117359 DSA FILE #: 36-H3

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: BP 17 - RVH Constructors

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

ITEM NO. 1:	Description:	Remaining Unused Allowance credited back to CVUSD
	Reason:	Unused Allowances
	Document Ref:	SOV Remaining Allowance Amount line item 6, column H
	Requested by:	District
	Change in Contract Sum:	<\$5,373.91> / DEDUCT
	Time Extension:	0 Calendar days

END OF CHANGE ORDER NO. 001 ITEMS

CONTRACT SUMMARY

The original contract amount was:	<u>\$214,500.00</u>
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be increased/decreased by this Change Order:	<u><\$5,373.91></u>
The new contract amount including this change order will be:	<u>\$209,126.09</u>
The original contract completion date:	<u>01/03/2020</u>
The contract time will be increased/decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>01/03/2020</u>

APPROVED BY:

Change Order No. 001

Blake Van Hensbergen

Blake Van Hensbergen/ President

12/02/2020

Contractor (RVH Constructors)

Print Name / Title

Date

James P DiCamillo

Jim DiCamillo / President, Architect, AIA LEED AP

12/02/2020

Architect (WLC Architects)

Print Name / Title

Date



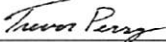
Ken Burr / DSA Inspector

12/02/2020

DSA Inspector of Record
(Knowland Construction Services)

Print Name / Title

Date



Trevor Perry / Project Manager

12/02/2020

Construction/Project Manager
(Balfour Beatty)

Print Name / Title

Date



Sam Sousa / Construction Coordinator, Maintenance,
Operations & Construction

12/16/20
Date

CVUSD Construction Coordinator

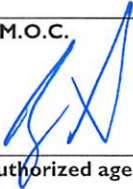
Print Name / Title

Martin Silveira / Director of Maintenance, Operations
and Construction

Date

Director, M.O.C.

Print Name / Title



Gregory Stachura / Assistant Superintendent, Facilities,
Planning & Operations Department

12/16/20
Date

Owner (authorized agent)

Print Name / Title

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 18-19-08F, AYALA HS NEW SCIENCE BUILDING (BP 16)

=====

BACKGROUND

On November 15, 2018, the Board of Education awarded Bid 18-19-08F, Ayala HS New Science Building (BP 16) to Stolo Cabinets, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
3	Stolo Cabinets, Inc.	(\$22,530.00)
	Previously Approved Change Orders:	\$28,874.00
	Bid Amount:	\$1,045,664.00
	Revised Total Project Amount:	\$1,052,008.00
	Retention Amount:	\$52,600.40

The change order results in a net decrease of \$22,530.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on November 17, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: school site administrator; Ken Burr, DSA Inspector; Jim DiCamillo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

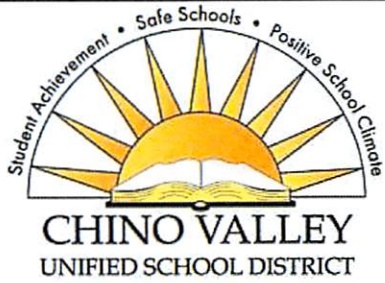
RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 16).

FISCAL IMPACT

(\$22,530.00) to Building Fund 21.

NE:GJS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division
 5130 Riverside Drive
 Chino, CA 91710

Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 9/12/2020 BID #: 18-19-08F CHANGE ORDER: 003

PROJECT: Ayala High School New Science / Lab Building

DSA APPLICATION #: 04-117359 DSA FILE #: _____

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: Stolo Cabinets (BP #16)

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

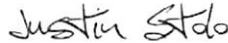


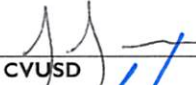


ITEM NO. 1:	Description:	Return unused portions of allowance
	Reason:	Unused allowance
	Document Ref:	Pay application, Column H, Lines 3, 4 & 21
	Requested by:	District
	Change in Contract Sum:	<\$22,530> / DEDUCT
	Time Extension:	0 Calendar days

END OF CHANGE ORDER NO. 003 ITEMS

CONTRACT SUMMARY

The original contract amount was:	<u>\$1,045,664.00</u>
Previously approved change order amount(s):	<u>\$28,874.00</u>
The contract amount will be increased/decreased by this Change Order:	<u><\$22,530.00></u>
The new contract amount including this change order will be:	<u>\$1,052,008.00</u>
The original contract completion date:	<u>01/03/20</u>
The contract time will be increased/decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>07/04/20</u>

APPROVED BY:

 Contractor (Stolo Cabinets)	Justin Stolo / VP Print Name / Title	11/25/2020 Date
 DSA Inspector of Record (Knowland Construction Services)	Ken Burr / DSA Inspector Print Name / Title	11/26/2020 Date
 Construction Manager (Balfour Beatty)	Trevor Perry / Project Manager Print Name / Title	11/17/2020 Date
 CVUSD	Sam Sousa / Construction Coordinator, Maintenance, Operations & Construction Print Name / Title	12/11/20 Date
 Owner (authorized agent)	Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department Print Name / Title	12/15/20 Date
 Architect (WLC Architects)	Jim DiCamillo / President, Architect, AIA LEED AP Print Name / Title	11/27/2020 Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 18-19-08F, AYALA HS NEW SCIENCE BUILDING (BP 17)

=====

BACKGROUND

On November 15, 2018, the Board of Education awarded Bid 18-19-08F, Ayala HS New Science Building (BP 17) to Kincaid Industries, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Kincaid Industries, Inc.	(\$9,669.00)
	Bid Amount:	\$194,000.00
	Revised Total Project Amount:	\$184,331.00
	Retention Amount:	\$9,216.55

The change order results in a net decrease of \$9,669.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on November 5, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: school site administrator; Ken Burr, DSA Inspector; Jim DiCamillo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

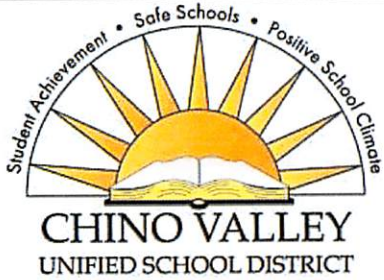
RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 17).

FISCAL IMPACT

(\$9,669.00) to Building Fund 21.

NE:GJS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division

5130 Riverside Drive

Chino, CA 91710

Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 8/14/2020 BID #: 18-19-08F CHANGE ORDER: 001

PROJECT: Ayala High School New Science / Lab Building

DSA APPLICATION #: 04-117359 DSA FILE #: 36-H3

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: BP 17 – Kincaid Industries

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:




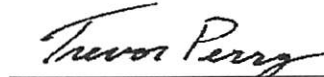



ITEM NO. 1: Description: Remaining Unused Allowance credited back to CVUSD
Reason: Unused Allowances
Document Ref: SOV Remaining Allowance Amount line items 11-13, column H
Requested by: CVUSD
Change in Contract Sum: <\$9,669.00> / DEDUCT
Time Extension: 0 Calendar days

END OF CHANGE ORDER NO. 001 ITEMS

CONTRACT SUMMARY

The original contract amount was: \$194,000.00
Previously approved change order amount(s): \$0.00
The contract amount will be increased/decreased by this Change Order: <\$9,669.00>
The new contract amount including this change order will be: \$184,331.00
The original contract completion date: 01/03/2020
The contract time will be increased/decreased by days: 0
The date of completion as a result of this Change Order is: 01/03/2020

APPROVED BY:

 Contractor (Kincaid Industries)	Mike Hillenbrand / Project Manager Print Name / Title	12/02/2020 Date
 Architect (WLC Architects)	Jim DiCamillo / President, Architect, AIA LEED AP Print Name / Title	12/02/2020 Date
 DSA Inspector of Record (Knowland Construction Services)	Ken Burr / DSA Inspector Print Name / Title	12/02/2020 Date
 Construction/Project Manager (Balfour Beatty)	Trevor Perry / Project Manager Print Name / Title	10/27/2020 Date
 CVUSD Construction Coordinator	Sam Sousa / Construction Coordinator, Facilities, Planning & Operations Print Name / Title	12/11/20 Date
Director, M.O.C.	Martin Silveira / Director of Maintenance, Operations Print Name / Title	Date
 Owner (authorized agent)	 Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department Print Name / Title	12/15/20 Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 18-19-08F, AYALA HS NEW SCIENCE BUILDING (BP 19)

=====

BACKGROUND

On November 15, 2018, the Board of Education awarded Bid 18-19-08F, Ayala HS New Science Building (BP 19) to Coutts Heating and Cooling, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Coutts Heating and Cooling, Inc.	(\$3,984.00)
	Bid Amount:	\$1,077,000.00
	Revised Total Project Amount:	\$1,073,016.00
	Retention Amount:	\$53,650.80

The change order results in a net decrease of \$3,984.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on August 3, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: school site administrator; Ken Burr, DSA Inspector; Jim DiCamillo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 19).

FISCAL IMPACT

(\$3,984.00) to Building Fund 21.

NE:GJS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division
 5130 Riverside Drive
 Chino, CA 91710
 Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 8/13/2020 BID #: 18-19-08F CHANGE ORDER: 001

PROJECT: Ayala High School New Science / Lab Building

DSA APPLICATION #: 04-117359 DSA FILE #: 36-H3

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: BP 19 – Coutts Heating and Cooling

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

ITEM NO. 1:	Description:	Remaining Unused Allowance credited back to CVUSD
	Reason:	Unused Allowances
	Document Ref:	SOV Remaining Amount line item 6 & 7, column H
	Requested by:	CVUSD
	Change in Contract Sum:	<\$3,984.00> / DEDUCT
	Time Extension:	0 Calendar days

END OF CHANGE ORDER NO. 001 ITEMS

CONTRACT SUMMARY

The original contract amount was:	<u>\$1,077,000.00</u>
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be increased/decreased by this Change Order:	<u><\$3,984.00></u>
The new contract amount including this change order will be:	<u>\$1,073,016.00</u>
The original contract completion date:	<u>01/03/2020</u>
The contract time will be increased/decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>01/03/2020</u>

APPROVED BY:

Stanley J. O'Neill

Stanley J O'Neill /PM

11/12/2020

Contractor
(Couts Heating and Cooling)

Print Name / Title

Date

James R DiCamillo

Jim DiCamillo / President, Architect, AIA LEED AP

11/16/2020

Architect (WLC Architects)

Print Name / Title

Date

Ken Burr

Ken Burr / DSA Inspector

11/12/2020

DSA Inspector of Record
(Knowland Construction Services)

Print Name / Title

Date

Trevor Perry

Trevor Perry / Project Manager

10/27/2020

Construction/Project Manager
(Balfour Beatty)

Print Name / Title

Date

CVUSD Construction Coordinator

Sam Sousa / Construction Coordinator, Facilities,
Planning & Operations

Date

Print Name / Title

Martin Silveira / Director of Maintenance, Operations

Director, M.O.C.

Print Name / Title

Date

Owner (authorized agent)

Gregory Stachura / Assistant Superintendent, Facilities,
Planning & Operations Department

12/15/20

Print Name / Title

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 18-19-08F, AYALA HS NEW SCIENCE BUILDING (BP 20)

=====

BACKGROUND

On November 15, 2018, the Board of Education awarded Bid 18-19-08F, Ayala HS New Science Building (BP 20) to Southern California West Coast Electric, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
3	Southern California West Coast Electric, Inc.	(\$18,583.26)
	Previously Approved Contracts:	\$6,888.45
	Bid Amount:	\$1,975,355.00
	Revised Total Project Amount:	\$1,963,660.19
	Retention Amount:	\$98,183.00

The change order results in a net decrease of \$18,583.26 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on December 2, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: school site administrator; Ken Burr, DSA Inspector; Jim DiCamillo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 18-19-08F, Ayala HS New Science Building (BP 20).

FISCAL IMPACT

(\$18,583.26) to Building Fund 21.

NE:GJS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division

5130 Riverside Drive

Chino, CA 91710

Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 08/12/2020 BID #: 18-19-08F CHANGE ORDER: 003

PROJECT: Ayala High School New Science / Lab Building

DSA APPLICATION #: 04-117359 DSA FILE #: 36-H3

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: Southern California West Coast Electric (BP #20)

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

ITEM NO. 1: Description: Credit for Owner Furnished Contractor Installed Viewsonics and Wall Mount Installation
Reason: CUVSD confirmed they will perform this scope of work and will be Owner Furnished Owner Installed
Document Ref: Change Order Request No. 30
Requested by: CVUSD
Change in Contract Sum: <\$1,544.92> / DEDUCT
Time Extension: 0 Calendar days

ITEM NO. 2: Description: Remaining Unused Allowance credited back to CVUSD
Reason: Unused Allowances
Document Ref: SOV Line items 5-10, Column H
Requested by: CVUSD
Change in Contract Sum: <\$17,038.34> / DEDUCT
Time Extension: 0 Calendar days

END OF CHANGE ORDER NO. 003 ITEMS

CONTRACT SUMMARY

The original contract amount was:	<u>\$1,975,355.00</u>	✓
Previously approved change order amount(s):	<u>\$6,888.45</u>	✓
The contract amount will be increased/decreased by this Change Order:	<u><\$18,583.26></u>	✓
The new contract amount including this change order will be:	<u>\$1,963,660.19</u>	✓
The original contract completion date:	<u>07/24/20</u>	
The contract time will be increased/decreased by days:	<u>0</u>	
The date of completion as a result of this Change Order is:	<u>07/24/20</u>	

APPROVED BY:

 <hr/> Contractor (Southern California West Coast Electric)	<hr/> Cory Lee / Project Manager Print Name / Title	<hr/> 12/03/2020 Date
 <hr/> Architect (WLC Architects)	<hr/> Jim DiCamillo / President, Architect, AIA LEED AP Print Name / Title	<hr/> 12/03/2020 Date
 <hr/> DSA Inspector of Record (Knowland Construction Services)	<hr/> Ken Burr / DSA Inspector Print Name / Title	<hr/> 12/03/2020 Date
 <hr/> Construction/Project Manager (Balfour Beatty)	<hr/> Trevor Perry / Project Manager Print Name / Title	<hr/> 12/2/2020 Date
 <hr/> CVUSD Construction Coordinator	<hr/> Sam Sousa / Construction Coordinator, Facilities, Planning & Operations Print Name / Title	<hr/> 12/16/20 Date
<hr/> Director, M.O.C.	<hr/> Martin Silveira / Director of Maintenance, Operations and Construction Print Name / Title	<hr/> Date
 <hr/> Owner (authorized agent)	 <hr/> Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department Print Name / Title	<hr/> 12/16/20 Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 19-20-01F, COUNTRY SPRINGS ES AND ROLLING RIDGE ES ALTERATION PROJECT (BP 09-05)

=====

BACKGROUND

On July 18, 2019, the Board of Education awarded Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Project (BP 09-05) to AJ Fistes, Inc. All contracted work was completed on October 31, 2020. Contract summary is provided below.

Change Order	Contractor	Amount
1-Country Springs ES	AJ Fistes, Inc.	(\$17,540.00)
	Bid Amount:	\$138,880.00
	Revised Total Project Amount:	\$121,340.00
	Retention Amount:	\$6,067.00

Change Order	Contractor	Amount
1-Rolling Ridge ES	AJ Fistes, Inc.	(\$18,493.00)
	Bid Amount:	\$133,720.00
	Revised Total Project Amount:	\$115,227.00
	Retention Amount:	\$5,761.35

The change order results in a net decrease of \$36,033.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on October 31, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: Jim Volivitch, DSA Inspector; James DiCamillo, Architect/Engineer; Hung Truong, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District's Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Project (BP 09-05).

FISCAL IMPACT

(\$36,033.00) to Building Fund 21.

NE:GJS:pw



Chino Valley Unified School District
Facilities, Planning, and Operations Division

CHANGE ORDER

Date: 12/01/2020 BID/ CUPCAA #: 19-20-01F Change Order #: 001
 Project Title: Country Springs & Rolling Ridge Elementary School Modernization Projects – Alterations
 Owner: Chino Valley Unified School District DSA Application #: #A04-117356 / #A04-117357 DSA File #: #36-11
 Architect: WLC Architects Inc. Contractor: AJ Fistes Corporation (BP 09-05)

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

ITEM NO. 1: Description: Country Springs ES - Reconcile Unused Unforeseen Conditions Allowance
 Reason: Credit for the unforeseen conditions allowance not used on the project.
 Document Ref: Change Order Request No. C-022 (PCO No. C-244)
 Requested by: District
 Change in Contract Sum: (\$17,540) / DEDUCT JF
 Time Extension: 0 Calendar Days

ITEM NO. 2: Description: Rolling Ridge ES - Reconcile Unused Unforeseen Conditions Allowance
 Reason: Credit for the unforeseen conditions allowance not used on the project.
 Document Ref: Change Order Request No. R-023 (PCO No. C-242)
 Requested by: District
 Change in Contract Sum: (\$18,493) / DEDUCT JF
 Time Extension: 0 Calendar Days

PROJECT SUMMARY





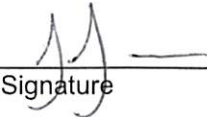
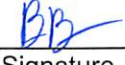

Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Country Spring ES	\$138,880.00	\$0.00	(\$17,540.00)	\$121,340.00
Rolling Ridge ES	\$133,720.00	\$0.00	(\$18,493.00)	\$115,227.00
Totals:	\$272,600.00	\$0.00	(\$36,033.00)	\$236,567.00 <input checked="" type="checkbox"/> JF

CONTRACT SUMMARY

The original contract amount was: \$272,600.00
 Previously approved change order amount(s): \$0.00
 The contract amount will be ~~increased~~/decreased by this Change Order: (\$36,033.00)
 The new contract amount including this change order will be: \$236,567.00

The original contract completion date: 08/07/2020
 The contract time will be increased/decreased by days: 0 Days
 The date of completion as a result of this Change Order is: 08/07/2020

APPROVED BY:

Jake Fistes <hr/> Contractor – AJ Fistes Corporation	DocuSigned by:  18E95B1CDE2F40A... <hr/> Signature	12/02/2020 14:31 PST <hr/> Date
Jim Volivitch Knowland Construction Services DSA Inspector of Record (if applicable)	DocuSigned by:  8A30BDF5C8064F9... <hr/> Signature	12/02/2020 18:22 PST <hr/> Date
Jim DiCamillo President Architect / Engineer (if applicable)	DocuSigned by:  896EFF2E3A634DB... <hr/> Signature	12/02/2020 14:51 PST <hr/> Date
Hung Truong CW Driver Construction/Project Manager	DocuSigned by:  DB919CAC3A0446B... <hr/> Signature	12/02/2020 16:22 PST <hr/> Date
_____ Authorized Department Head (if applicable)	_____ Signature	_____ Date
_____ Director, Technology (if applicable)	_____ Signature	_____ Date
Samuel Sousa CVUSD Project Manager	 <hr/> Signature	_____ Date 12/14/20
Martin Silveira Director, Maintenance, Operations & Construction (if applicable)	_____ Signature	_____ Date
Beverly Beemer Director, Planning (if applicable)	 <hr/> Signature	_____ Date 12/15/2020
Greg Stachura Owner (Authorized Agent)	 <hr/> Signature	_____ Date 12/15/20

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 19-20-01F, COUNTRY SPRINGS ES AND ROLLING RIDGE ES ALTERATION PROJECT (BP 10-01)

=====

BACKGROUND

On July 18, 2019, the Board of Education awarded Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Project (BP 10-01) to Patriot Contracting & Engineering, Inc. All contracted work was completed on October 31, 2020. Contract summary is provided below.

Change Order	Contractor	Amount
1-Country Springs ES	Patriot Contracting & Engineering, Inc.	\$6,384.00
	Bid Amount:	\$708,000.00
	Revised Total Project Amount:	\$714,384.00
	Retention Amount:	\$35,719.20

Change Order	Contractor	Amount
1-Rolling Ridge ES	Patriot Contracting & Engineering, Inc.	\$699.00
	Bid Amount:	\$708,000.00
	Revised Total Project Amount:	\$708,699.00
	Retention Amount:	\$35,434.95

The change order results in a net increase of \$7,083.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on October 31, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: Jim Volivitch, DSA Inspector; James DiCamillo, Architect/Engineer; Hung Truong, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District's Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Project (BP 10-01).

FISCAL IMPACT

\$7,083.00 to Building Fund 21.

NE:GJS:pw



Chino Valley Unified School District
Facilities, Planning, and Operations Division

CHANGE ORDER

Date: 12/01/2020 BID/ CUPCAA #: 19-20-01F Change Order #: 001
 Project Title: Country Springs & Rolling Ridge Elementary School Modernization Projects – Alterations
 Owner: Chino Valley Unified School District DSA Application #: #A04-117356 / #A04-117357 DSA File #: #36-11
 Architect: WLC Architects Inc. Contractor: Patriot Contracting & Engineering (BP 10-01)

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

ITEM NO. 1: Description: Country Springs ES - Additional Tack Panels in Lieu of Upper Cabinet Fascia Panels
 Reason: Cost is for labor and material to furnish and install additional tack panels in lieu of upper cabinet fascia panels.
 Document Ref: Change Order Request No. C-015 (PCO No. C-145)
 Requested by: District
 Change in Contract Sum: \$8,896.00 / ADD
 Time Extension: 0 Calendar Days

ITEM NO. 2: Description: Country Springs ES - Reconcile Unused Unforeseen Conditions Allowance
 Reason: Reconcile with a credit the unused portion of unforeseen conditions allowance not utilized on the project.
 Document Ref: Change Order Request No. C-026 (PCO No. C-249)
 Requested by: District
 Change in Contract Sum: (\$2,512.00) / DEDUCT
 Time Extension: 0 Calendar Days

ITEM NO. 3: Description: Rolling Ridge ES - Additional Tack Panels in Lieu of Upper Cabinet Fascia Panels
 Reason: Cost is for labor and material to furnish and install additional tack panels in lieu of upper cabinet fascia panels.
 Document Ref: Change Order Request No. R-018 (PCO No. R-107)
 Requested by: District
 Change in Contract Sum: \$8,896.00 / ADD
 Time Extension: 0 Calendar Days

ITEM NO. 4: Description: Rolling Ridge ES - Reconcile Unused Unforeseen Conditions Allowance
 Reason: Reconcile with a credit the unused portion of unforeseen conditions allowance not utilized on the project.
 Document Ref: Change Order Request No. R-025 (PCO No. R-249)
 Requested by: District
 Change in Contract Sum: (\$8,197.00) / DEDUCT ⁰⁰ _{RU}
 Time Extension: 0 Calendar Days

PROJECT SUMMARY

Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Country Spring ES	\$708,000.00	\$0.00	\$6,384.00	\$714,384.00
Rolling Ridge ES	\$708,000.00	\$0.00	\$699.00	\$708,699.00
Totals:	\$1,416,000.00	\$0.00	\$7,083.00	\$1,423,083.00

CONTRACT SUMMARY

The original contract amount was: \$1,416,000.00
 Previously approved change order amount(s): \$0.00
 The contract amount will be **increased** by this Change Order: \$7,083.00
 The new contract amount including this change order will be: \$1,423,083.00

The original contract completion date: 08/07/2020
 The contract time will be increased/decreased by days: 0 Days
 The date of completion as a result of this Change Order is: 08/07/2020

APPROVED BY:

Rich Wolfinger <hr/> Contractor – Patriot Contracting & Engineering	DocuSigned by:  E77B68124116489...	12/02/2020 12:24 PST <hr/> Date
Jim Volivitch Knowland Construction Services DSA Inspector of Record (if applicable)	DocuSigned by:  8A30BDF5C6064F9...	12/02/2020 13:00 PST <hr/> Date
Jim DiCamillo President Architect / Engineer (if applicable)	DocuSigned by:  896FFF2E3A634DB...	12/02/2020 13:03 PST <hr/> Date

Hung Truong
CW Driver

Construction/Project Manager

DocuSigned by:

Hung Truong

DB919CAC3A0446B...

Signature

12/02/2020 | 16:23 PST

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

Samuel Sousa

CVUSD Project Manager

SS

Signature

12/14/20

Date

Martin Silveira

Director, Maintenance, Operations &
Construction (if applicable)

Signature

Date

Beverly Beemer

Director, Planning (if applicable)

BB

Signature

12/15/2020

Date

Greg Stachura

Owner (Authorized Agent)

GS

Signature

12/15/20

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 19-20-01F, COUNTRY SPRINGS ES AND ROLLING RIDGE ES ALTERATION PROJECT (BP 22-01)

=====

BACKGROUND

On July 18, 2019, the Board of Education awarded Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Project (BP 22-01) to Verne’s Plumbing, Inc. All contracted work was completed on October 31, 2020. Contract summary is provided below.

Change Order	Contractor	Amount
2-Country Springs ES	Verne’s Plumbing, Inc.	(\$5,627.00)
	Previously Approved Change Orders:	\$31,629.00
	Bid Amount:	\$615,500.00
	Revised Total Project Amount:	\$641,502.00
	Retention Amount:	\$32,075.10

Change Order	Contractor	Amount
2-Rolling Ridge ES	Verne’s Plumbing, Inc.	(\$10,163.00)
	Previously Approved Change Orders:	\$61,548.00
	Bid Amount:	\$635,500.00
	Revised Total Project Amount:	\$686,885.00
	Retention Amount:	\$34,344.25

The change order results in a net decrease of \$15,790.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on October 31, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: Jim Volivitch, DSA Inspector; James DiCamillo, Architect/Engineer; Hung Truong, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District's Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Project (BP 22-01).

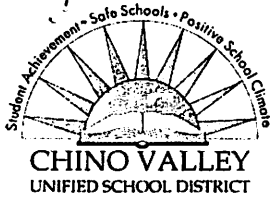
FISCAL IMPACT

(\$15,790.00) to Building Fund 21.

NE:GJS:pw

Chino Valley Unified School District
Facilities, Planning, and Operations Division

CHANGE ORDER



Date: 12/01/2020 BID/ CUPCAA #: 19-20-01F Change Order #: 002
 Project Title: Country Springs & Rolling Ridge Elementary School Modernization Projects – Alterations
 Owner: Chino Valley Unified School District DSA Application #: #A04-117356 / #A04-117357 DSA File #: #36-11
 Architect: WLC Architects Inc. Contractor: Verne's Plumbing, Inc. (BP 22-01)

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

ITEM NO. 1:	Description: Reason: Document Ref: Requested by: Change in Contract Sum: Time Extension:	Country Springs ES - RFI#082 Bldg B Computer Lab Water Heater Credit for deleted water heater per RFI#082. Change Order Request No. C-017 (PCO No. C-063) District (\$1,444) / DEDUCT <input type="checkbox"/> ^{TV} 0 Calendar Days
ITEM NO. 2:	Description: Reason: Document Ref: Requested by: Change in Contract Sum: Time Extension:	Country Springs ES - Reconcile Unused Unforeseen Conditions Allowance Credit for the unforeseen conditions allowance not used on the project. Change Order Request No. C-018 (PCO No. C-239) District (\$4,183) / DEDUCT <input type="checkbox"/> ^{TV} 0 Calendar Days
ITEM NO. 3:	Description: Reason: Document Ref: Requested by: Change in Contract Sum: Time Extension:	Rolling Ridge ES - RFI#074 Bldg B Computer Lab Water Heater Credit for deleted water heater per RFI#074. Change Order Request No. R-016 (PCO No. R-060) District (\$1,444) / DEDUCT <input type="checkbox"/> ^{TV} 0 Calendar Days
ITEM NO. 4:	Description: Reason: Document Ref: Requested by: Change in Contract Sum: Time Extension:	Rolling Ridge ES - Reconcile Unused Unforeseen Conditions Allowance Credit for the unforeseen conditions allowance not used on the project. Change Order Request No. R-017 (PCO No. R-236) District (\$8,719) / DEDUCT <input type="checkbox"/> ^{TV} 0 Calendar Days

PROJECT SUMMARY

Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Country Spring ES	\$615,500.00	\$31,629.00	(\$5,627.00)	\$641,502.00
Rolling Ridge ES	\$635,500.00	\$61,548.00	(\$10,163.00)	\$686,885.00
Totals:	\$1,251,000.00	\$93,177.00	(\$15,790.00)	\$1,328,387.00

CONTRACT SUMMARY

The original contract amount was: \$1,251,000.00

Previously approved change order amount(s): \$93,177.00

The contract amount will be **decreased** by this Change Order: (\$15,790.00)

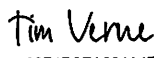


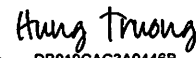
The new contract amount including this change order will be: \$1,328,387.00

The original contract completion date: 08/07/2020

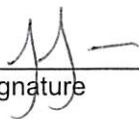
The contract time will be increased/decreased by days: 0 Days

The date of completion as a result of this Change Order is: 08/07/2020

APPROVED BY:

Tim Verne <hr/> Contractor – Verne's Plumbing, Inc.	DocuSigned by:  <small>92E4CEA284A472</small> Signature	12/04/2020 06:28 PST <hr/> Date
Jim Volivitch Knowland Construction Services DSA Inspector of Record (if applicable)	DocuSigned by:  <small>8A30BDE5C6064E9</small> Signature	12/04/2020 07:58 PST <hr/> Date
Jim DiCamillo President Architect / Engineer (if applicable)	DocuSigned by:  <small>898FFF2E3A634DB...</small> Signature	12/04/2020 06:53 PST <hr/> Date
Hung Truong CW Driver Construction/Project Manager	DocuSigned by:  <small>DB819CAC3A0446B</small> Signature	12/04/2020 08:52 PST <hr/> Date
_____ Authorized Department Head (if applicable)	_____ Signature	_____ Date
_____ Director, Technology (if applicable)	_____ Signature	_____ Date

Samuel Sousa
CVUSD Project Manager


Signature

12/14/20
Date

Martin Silveira
Director, Maintenance, Operations &
Construction (if applicable)

Signature

Date

Beverly Beemer
Director, Planning (if applicable)


Signature

12/15/2020
Date

Greg Stachura
Owner (Authorized Agent)


Signature

12/15/20
Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 19-20-01F, COUNTRY SPRINGS ES AND ROLLING RIDGE ES ALTERATION PROJECT (BP 32-01)

=====

BACKGROUND

On July 18, 2019, the Board of Education awarded Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Project (BP 32-01) to Sean Malek Engineering and Construction. All contracted work was completed on October 31, 2020. Contract summary is provided below.

Change Order	Contractor	Amount
1-Country Springs ES	Sean Malek Engineering and Construction	\$33,155.00
	Bid Amount:	\$289,500.00
	Revised Total Project Amount:	\$322,655.00
	Retention Amount:	\$16,132.75

Change Order	Contractor	Amount
1-Rolling Ridge ES	Sean Malek Engineering and Construction	\$7,109.00
	Bid Amount:	\$249,500.00
	Revised Total Project Amount:	\$256,609.00
	Retention Amount:	\$12,830.45

The change order results in a net increase of \$40,264.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on October 31, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: Jim Volivitch, DSA Inspector; James DiCamillo, Architect/Engineer; Hung Truong, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District's Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Project (BP 32-01).

FISCAL IMPACT

\$40,264.00 to Building Fund 21.

NE:GJS:pw



Chino Valley Unified School District
Facilities, Planning, and Operations Division

CHANGE ORDER

Date: 12/01/2020 BID/ CUPCAA #: 19-20-01F Change Order #: 001
 Project Title: Country Springs & Rolling Ridge Elementary School Modernization Projects – Alterations
 Owner: Chino Valley Unified School District DSA Application #: #A04-117356 / #A04-117357 DSA File #: #36-11
 Architect: WLC Architects Inc. Contractor: Sean Malek Engineering and Construction (BP 32-01)

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

- ITEM NO. 1:** Description: Country Springs ES - Transfer Unused Unforeseen Conditions Allowance to Rolling Ridge ES
 Reason: Transfer the unused unforeseen conditions allowance from Country Springs ES to Rolling Ridge ES.
 Document Ref: Change Order Request No. C-024 (PCO No. C-236)
 Requested by: District
 Change in Contract Sum: (\$7,109) / DEDUCT SM
 Time Extension: 0 Calendar Days
- ITEM NO. 2:** Description: Country Springs ES - Reconcile Unused Unforeseen Conditions Allowance
 Reason: Reconcile with a credit the unused portion of unforeseen conditions allowance not utilized on the project.
 Document Ref: Change Order Request No. C-025 (PCO No. C-237)
 Requested by: District
 Change in Contract Sum: (\$12,907) / DEDUCT SM
 Time Extension: 0 Calendar Days
- ITEM NO. 3:** Description: Country Springs ES - Additional Gravel Removal & Soil Import at Interim Housing
 Reason: Labor and material associated with additional 2" of gravel base removal & earthwork at entire Interim Housing area and asphalt lane. Thickness of base designated on the bid exhibit at time of bid was 2" less and required additional soil and earthwork to bring the area back to align with the existing grades.
 Document Ref: Change Order Request No. C-023 (PCO No. C-147)
 Requested by: District
 Change in Contract Sum: \$53,171 / ADD SM
 Time Extension: 0 Calendar Days

ITEM NO. 4: Rolling Ridge ES - Transfer Unused Unforeseen Conditions Allowance from Country Springs ES
 Description: Springs ES
 Reason: Transfer the unused unforeseen conditions allowance from Country Springs ES to Rolling Ridge ES.
 Document Ref: Change Order Request No. R-024 (PCO No. R-234)
 Requested by: District
 Change in Contract Sum: \$7,109 / ADD SM
 Time Extension: 0 Calendar Days

PROJECT SUMMARY

Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Country Spring ES	\$289,500.00	\$0.00	\$33,155.00	\$322,655.00
Rolling Ridge ES	\$249,500.00	\$0.00	\$7,109.00	\$256,609.00
Totals:	\$539,000.00	\$0.00	\$40,264.00	\$579,264.00 SM

CONTRACT SUMMARY

The original contract amount was: \$539,000.00

Previously approved change order amount(s): \$0.00

The contract amount will be **increased/decreased** by this Change Order: \$40,264.00




The new contract amount including this change order will be: \$579,264.00

The original contract completion date: 08/07/2020

The contract time will be increased/decreased by days: 0 Days

The date of completion as a result of this Change Order is: 08/07/2020

APPROVED BY:

Sean Malek <hr/> Contractor – Sean Malek Engineering and Construction	DocuSigned by:  E66C4445E64346F	12/01/2020 13:13 PST <hr/> Date
Jim Volivitch Knowland Construction Services DSA Inspector of Record (if applicable)	DocuSigned by:  8A30BDF5C8084F9	12/01/2020 14:45 PST <hr/> Date
Jim DiCamillo President Architect / Engineer (if applicable)	DocuSigned by:  886FFF2E3A634DB	12/01/2020 13:13 PST <hr/> Date

Hung Truong
CW Driver
Construction/Project Manager

DocuSigned by:
Hung Truong
DB919CAC3A0446B
Signature

12/01/2020 | 15:47 PST
Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

Samuel Sousa
CVUSD Project Manager

SS
Signature

12/14/20
Date

Martin Silveira
Director, Maintenance, Operations &
Construction (if applicable)

Signature

Date

Beverly Beemer
Director, Planning (if applicable)

BB
Signature

12/14/2020
Date

Greg Stachura
Owner (Authorized Agent)

GS
Signature

12/15/20
Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR
BID 19-20-18F, BRIGGS K-8 NEW SCIENCE BUILDING (BP 02)**

=====

BACKGROUND

On October 17, 2019, the Board of Education awarded Bid 19-20-18F, Briggs K-8 New Science Building (BP 02) to Inland Building Construction Co., Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Inland Building Construction Co., Inc.	(\$71,445.54)
	Bid Amount:	\$1,413,000.00
	Revised Total Project Amount:	\$1,341,554.46
	Retention Amount:	\$67,077.72

The change order results in a net decrease of \$71,445.54 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on November 24, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: school site administrator; Maher Labib, DSA Inspector; James DiCamillo, Architect/Engineer; James R. Flath, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 02).

FISCAL IMPACT

(\$71,445.54) to Building Fund 21.

NE:GJS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division

5130 Riverside Drive

Chino, CA 91710

Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 12-01-2020 BID #: 19 - 20 - 18F CHANGE ORDER: 001

PROJECT: Briggs – K-8 New Science Building

DSA APPLICATION #: 04 - 117961 DSA FILE #: 36 - 11

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: Inland Building Construction Companies, Inc. (BP 02)

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

ITEM NO. 1:	Description:	Final Cost Summary
	Reason:	Contractor's work is complete
	Document Ref:	Change Order Request No. 001 – Summary Attached
	Requested by:	Chino Valley Unified School District
	Change in Contract Sum:	-\$71,445.54 - DEDUCT
	Time Extension:	0 Calendar days

END OF CHANGE ORDER NO. 001 ITEMS

CONTRACT SUMMARY

The original contract amount was:	<u>\$1,413,000.00</u>
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be increased/decreased by this Change Order:	<u>\$-71,445.54</u>
The new contract amount including this change order will be:	<u>\$1,341,554.46</u>
The original contract completion date:	<u>07/31/2020</u>
The contract time will be increased/decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>07/31/2020</u>

APPROVED BY:

Kyle Geer IBCCI - Authorized Signer	 <small>SignNow e-signature ID: d105422ea6... 12/01/2020 18:53:01 UTC</small> Contractor's Signature	12/01/2020 Date
Jim DiCamillo WLC Architects	 <small>SignNow e-signature ID: c613c006d6... 12/01/2020 19:33:18 UTC</small> Jim DiCamillo / President, Architect, AIA LEED AP	12/01/2020 Date
Maher Labib DSA Inspector of Record	 <small>SignNow e-signature ID: 61956d550b... 12/01/2020 17:41:43 UTC</small> Maher Labib / DSA Inspector	12/01/2020 Date
James Flath Construction/Project Manager	 <small>SignNow e-signature ID: 7d954ea399... 12/01/2020 17:41:43 UTC</small> James Flath / Project Manager - Balfour Beatty Const.	12/01/2020 Date
Sam Sousa CVUSD Construction Coordinator	 Sam Sousa / CVUSD Construction Coordinator	12/3/20 Date
Beverly Beamer CVUSD Project Manager	 Beverly Beamer / CVUSD Project Manager	12/7/2020 Date
Gregory Stachura Owner (Authorized Agent)	 Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department	12/7/2020 Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR
BID 19-20-18F, BRIGGS K-8 NEW SCIENCE BUILDING (BP 03)**

=====

BACKGROUND

On October 3, 2019, the Board of Education awarded Bid 19-20-18F, Briggs K-8 New Science Building (BP 03) to KCB Towers, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	KCB Towers, Inc.	(\$63,831.22)
	Bid Amount:	\$707,950.00
	Revised Total Project Amount:	\$644,118.78
	Retention Amount:	\$32,205.94

The change order results in a net decrease of \$63,831.22 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on November 24, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: school site administrator; Maher Labib, DSA Inspector; James DiCamillo, Architect/Engineer; James R. Flath, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

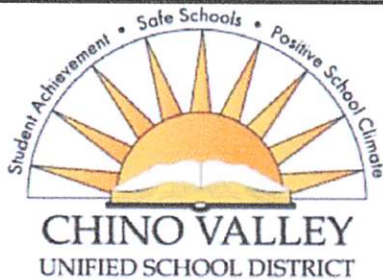
RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 03).

FISCAL IMPACT

(\$63,831.22) to Building Fund 21.

NE:GJS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division

5130 Riverside Drive

Chino, CA 91710

Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 12-08-2020 BID #: 19 - 20 - 18F CHANGE ORDER: 001

PROJECT: Briggs – K-8 New Science Building

DSA APPLICATION #: 04 - 117961 DSA FILE #: 36 - 11

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: KCB Towers Inc. (BP 03)

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

ITEM NO. 1:	Description:	Final Cost Summary
	Reason:	Contractor's work is complete
	Document Ref:	Change Order Request No. 001 – Summary Attached
	Requested by:	Chino Valley Unified School District
	Change in Contract Sum:	-\$63,831.22 - DEDUCT
	Time Extension:	0 Calendar days

END OF CHANGE ORDER NO. 001 ITEMS

CONTRACT SUMMARY

The original contract amount was:	<u>777,950.00</u>	↗
Previously approved change order amount(s):	<u>\$0.00</u>	↗
The contract amount will be increased/decreased by this Change Order:	<u>\$-63,831.22</u>	↗
The new contract amount including this change order will be:	<u>\$644,118.78</u>	↗
The original contract completion date:	<u>07/31/2020</u>	
The contract time will be increased/decreased by days:	<u>0</u>	
The date of completion as a result of this Change Order is:	<u>07/31/2020</u>	

APPROVED BY:

<u>Michael Bogh</u> KCB Towers - Authorized Signer	 SignNow e-signature ID: 1a5ca8f9fc... Contractor's Signature	<u>12/08/2020</u> Date
<u>Jim DiCamillo</u> WLC Architects	 SignNow e-signature ID: e5c041acce... 12/08/2020 19:53:17 UTC Jim DiCamillo / President, Architect, AIA LEED AP	<u>12/08/2020</u> Date
<u>Maher Labib</u> DSA Inspector of Record	 SignNow e-signature ID: 6a78ded7d4... Maher Labib / DSA Inspector	<u>12/08/2020</u> Date
<u>James Flath</u> Construction/Project Manager	 SignNow e-signature ID: fc79937a13... 12/08/2020 16:46:45 UTC James Flath / Project Manager – Balfour Beatty Const.	<u>12/08/2020</u> Date
<u>Sam Sousa</u> CVUSD Construction Coordinator	 Sam Sousa / CVUSD Construction Coordinator	<u>12/11/20</u> Date
<u>Beverly Beemer</u> CVUSD Project Manager	 Beverly Beemer / CVUSD Project Manager	<u>12/15/2020</u> Date
<u>Gregory Stachura</u> Owner (Authorized Agent)	 Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department	<u>12/15/20</u> Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 19-20-18F, BRIGGS K-8 NEW SCIENCE BUILDING (BP 04)

=====

BACKGROUND

On October 17, 2019, the Board of Education awarded Bid 19-20-18F, Briggs K-8 New Science Building (BP 04) to Tomahawk Builders, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Tomahawk Builders, Inc.	(\$22,500.06)
	Bid Amount:	\$939,000.00
	Revised Total Project Amount:	\$916,499.94
	Retention Amount:	\$45,825.00

The change order results in a net decrease of \$22,500.06 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on November 24, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: school site administrator; Maher Labib, DSA Inspector; James DiCamillo, Architect/Engineer; James R. Flath, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 04).

FISCAL IMPACT

(\$22,500.06) to Building Fund 21.

NE:GJS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division
 5130 Riverside Drive
 Chino, CA 91710
 Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 12-02-2020 BID #: 19 - 20 - 18F CHANGE ORDER: 001

PROJECT: Briggs – K-8 New Science Building

DSA APPLICATION #: 04 - 117961 DSA FILE #: 36 - 11

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: Tomahawk Builders Inc. (BP 04)

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

ITEM NO. 1:	Description:	Final Cost Summary
	Reason:	Contractor's work is complete
	Document Ref:	Change Order Request No. 001 – Summary Attached
	Requested by:	Chino Valley Unified School District
	Change in Contract Sum:	-\$ 22,500.06 - DEDUCT
	Time Extension:	0 Calendar days

END OF CHANGE ORDER NO. 001 ITEMS


CONTRACT SUMMARY

The original contract amount was:	<u>\$939,000.00</u>
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be increased/decreased by this Change Order:	<u>\$-22,500.06</u>
The new contract amount including this change order will be:	<u>\$916,499.94</u>
The original contract completion date:	<u>07/31/2020</u>
The contract time will be increased/decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>07/31/2020</u>

APPROVED BY:

Tom Sommers
Owner

SignNow e-signature ID: 9ffed10fe...
12/03/2020 01:06:09 UTC
Contractor's Signature
12/02/2020
Date

Jim DiCamillo
WLC Architects

SignNow e-signature ID: 8b580f5400...
12/03/2020 18:32:18 UTC
Jim DiCamillo / President, Architect, AIA LEED AP
12/03/2020
Date

Maher Labib
DSA Inspector of Record


SignNow e-signature ID: 30150cb6df...
12/02/2020 16:03:03 UTC
Maher Labib / DSA Inspector
12/02/2020
Date

James Flath
Construction/Project Manager

SignNow e-signature ID: c1b81e77da...
12/03/2020 01:03:25 UTC
James Flath / Project Manager - Balfour Beatty Const.
12/02/2020
Date

Sam Sousa
CVUSD Construction Coordinator

Sam Sousa / CVUSD Construction Coordinator
12/3/20
Date

Beverly Beamer
CVUSD Project Manager

Beverly Beamer / CVUSD Project Manager
12/7/2020
Date

Gregory Stachura
Owner (Authorized Agent)

Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department
12/7/2020
Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR
BID 19-20-18F, BRIGGS K-8 NEW SCIENCE BUILDING (BP 05)**

=====

BACKGROUND

On October 17, 2019, the Board of Education awarded Bid 19-20-18F, Briggs K-8 New Science Building (BP 05) to Stolo Cabinets, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Stolo Cabinets, Inc.	(\$17,574.40)
	Bid Amount:	\$185,340.00
	Revised Total Project Amount:	\$167,765.60
	Retention Amount:	\$8,388.28

The change order results in a net decrease of \$17,574.40 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on November 24, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: school site administrator; Maher Labib, DSA Inspector; James DiCamillo, Architect/Engineer; James R. Flath, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 05).

FISCAL IMPACT

(\$17,574.40) to Building Fund 21.

NE:GJS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division

5130 Riverside Drive

Chino, CA 91710

Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 12-01-2020 BID #: 19 - 20 - 18F CHANGE ORDER: 001

PROJECT: Briggs – K-8 New Science Building

DSA APPLICATION #: 04 - 117961 DSA FILE #: 36 - 11

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: Stolo Cabinets, Inc. (BP 05)

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

ITEM NO. 1:	Description:	Final Cost Summary
	Reason:	Contractor's work is complete
	Document Ref:	Change Order Request No. 001 – Summary Attached
	Requested by:	Chino Valley Unified School District
	Change in Contract Sum:	-\$17,574.40 - DEDUCT
	Time Extension:	0 Calendar days

END OF CHANGE ORDER NO. 001 ITEMS

CONTRACT SUMMARY

The original contract amount was:	<u>\$185,340.00</u>
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be increased/decreased by this Change Order:	<u>\$-17,574.40</u>
The new contract amount including this change order will be:	<u>\$167,765.60</u>
The original contract completion date:	<u>07/31/2020</u>
The contract time will be increased/decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>07/31/2020</u>

APPROVED BY:

Justin Stolo Stolo Cabinets - Authorized Signer	 SignNow e-signature ID: bd1036f556... 12/01/2020 19:40:36 UTC Contractor's Signature	12/01/2020 Date
Jim DiCamillo WLC Architects	 SignNow e-signature ID: d48971e392... 12/01/2020 19:46:50 UTC Jim DiCamillo / President, Architect, AIA LEED AP	12/01/2020 Date
Maher Labib DSA Inspector of Record	 SignNow e-signature ID: 8d48056384 12/01/2020 19:46:50 UTC Maher Labib / DSA Inspector	12/01/2020 Date
James Flath Construction/Project Manager	 SignNow e-signature ID: e78d8b53dc... 12/01/2020 19:16:58 UTC James Flath / Project Manager - Balfour Beatty Const.	12/01/2020 Date
Sam Sousa CVUSD Construction Coordinator	 Sam Sousa / CVUSD Construction Coordinator	12/3/20 Date
Beverly Beamer CVUSD Project Manager	 Beverly Beamer / CVUSD Project Manager	12/7/2020 Date
Gregory Stachura Owner (Authorized Agent)	 Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department	12/7/2020 Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR
BID 19-20-18F, BRIGGS K-8 NEW SCIENCE BUILDING (BP 06)**

=====

BACKGROUND

On October 17, 2019, the Board of Education awarded Bid 19-20-18F, Briggs K-8 New Science Building (BP 06) to Caston, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Caston, Inc.	(\$34,880.00)
	Bid Amount:	\$658,585.00
	Revised Total Project Amount:	\$623,705.00
	Retention Amount:	\$31,185.25

The change order results in a net decrease of \$34,880.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on November 24, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: school site administrator; Maher Labib, DSA Inspector; James DiCamillo, Architect/Engineer; James R. Flath, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

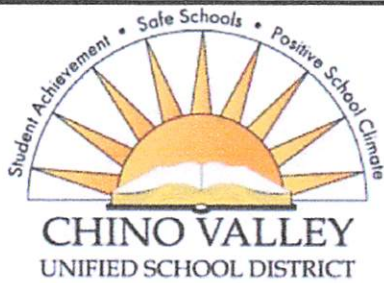
RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 06).

FISCAL IMPACT

(\$34,880.00) to Building Fund 21.

NE:GJS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT
 Facilities, Planning and Operations Division
 5130 Riverside Drive
 Chino, CA 91710
 Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 12-07-2020 BID #: 19 - 20 - 18F CHANGE ORDER: 001
 PROJECT: Briggs – K-8 New Science Building
 DSA APPLICATION #: 04 - 117961 DSA FILE #: 36 - 11
 OWNER: Chino Valley Unified School District
 ARCHITECT: WLC Architects CONTRACTOR: Caston Inc. (BP 06)

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

ITEM NO. 1:	Description:	Final Cost Summary
	Reason:	Contractor's work is complete
	Document Ref:	Change Order Request No. 001 – Summary Attached
	Requested by:	Chino Valley Unified School District
	Change in Contract Sum:	-\$34,880.00 - DEDUCT
	Time Extension:	0 Calendar days

END OF CHANGE ORDER NO. 001 ITEMS

CONTRACT SUMMARY

The original contract amount was:	<u>\$658,585.00</u>
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be increased /decreased by this Change Order:	<u>\$-34,880.00</u>
The new contract amount including this change order will be:	<u>\$623,705.00</u>
The original contract completion date:	<u>07/31/2020</u>
The contract time will be increased /decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>07/31/2020</u>

APPROVED BY:

Greg Malachowski
Caston Inc. - Authorized Signer



SignNow e-signature ID: 54f80eaff9...
12/07/2020 10:40:55 UTC
Contractor's Signature

12/07/2020

Date

Jim DiCamillo
WLC Architects



SignNow e-signature ID: 41429911a1...
12/08/2020 13:12:37 UTC

Jim DiCamillo / President, Architect, AIA LEED AP

12/08/2020

Date

Maher Labib
DSA Inspector of Record



SignNow e-signature ID: f677a35dab...
12/07/2020 20:58:21 UTC
Maher Labib / DSA Inspector

12/07/2020

Date

James Flath
Construction/Project Manager



SignNow e-signature ID: 0ad9a06783...
12/07/2020 18:03:15 UTC

James Flath / Project Manager - Balfour Beatty Const.

12/07/2020

Date

Sam Sousa
CVUSD Construction Coordinator



Sam Sousa / CVUSD Construction Coordinator

12/11/20

Date

Beverly Beemer
CVUSD Project Manager



Beverly Beemer / CVUSD Project Manager

12/15/2020

Date

Gregory Stachura
Owner (Authorized Agent)



**Gregory Stachura / Assistant Superintendent, Facilities,
Planning & Operations Department**

12/15/20

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR
BID 19-20-18F, BRIGGS K-8 NEW SCIENCE BUILDING (BP 07)**

=====

BACKGROUND

On October 17, 2019, the Board of Education awarded Bid 19-20-18F, Briggs K-8 New Science Building (BP 07) to United Contractors. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	United Contractors	(\$14,875.84)
	Bid Amount:	\$226,000.00
	Revised Total Project Amount:	\$211,124.16
	Retention Amount:	\$10,556.21

The change order results in a net decrease of \$14,875.84 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on November 24, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: school site administrator; Maher Labib, DSA Inspector; James DiCamillo, Architect/Engineer; James R. Flath, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 07).

FISCAL IMPACT

(\$14,875.84) to Building Fund 21.

NE:GJS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division
 5130 Riverside Drive
 Chino, CA 91710
 Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 12-01-2020 BID #: 19 - 20 - 18F CHANGE ORDER: 001

PROJECT: Briggs – K-8 New Science Building

DSA APPLICATION #: 04 - 117961 DSA FILE #: 36 - 11

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: Risher Sutherland Inc. DBA United Contractors (BP 07)

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

ITEM NO. 1:	Description:	Final Cost Summary
	Reason:	Contractor's work is complete
	Document Ref:	Change Order Request No. 001 – Summary Attached
	Requested by:	Chino Valley Unified School District
	Change in Contract Sum:	-\$14,875.84 - DEDUCT
	Time Extension:	0 Calendar days

END OF CHANGE ORDER NO. 001 ITEMS

CONTRACT SUMMARY

The original contract amount was:	<u>\$226,000.00</u>
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be increased/decreased by this Change Order:	<u>\$-14,875.84</u>
The new contract amount including this change order will be:	<u>\$211,124.16</u>
The original contract completion date:	<u>07/31/2020</u>
The contract time will be increased/decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>07/31/2020</u>

APPROVED BY:

Jon Christiansen United - Authorized Signer	 SignNow e-signature ID: a6d4380335... Contractor's Signature	12/02/2020 Date
Jim DiCamillo WLC Architects	 SignNow e-signature ID: 71c42caa4d... 12/02/2020 16:01:31 UTC Jim DiCamillo / President, Architect, AIA LEED AP	12/02/2020 Date
Maher Labib DSA Inspector of Record	 SignNow e-signature ID: 4c109f9b15... Maher Labib / DSA Inspector	12/02/2020 Date
James Flath Construction/Project Manager	 SignNow e-signature ID: c50494850a... 12/01/2020 23:24:38 UTC James Flath / Project Manager - Balfour Beatty Const.	12/01/2020 Date
Sam Sousa CVUSD Construction Coordinator	 Sam Sousa / CVUSD Construction Coordinator	12/3/20 Date
Beverly Beamer CVUSD Project Manager	 Beverly Beamer / CVUSD Project Manager	12/8/2020 Date
Gregory Stachura Owner (Authorized Agent)	 Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department	12/7/2020 Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 19-20-18F, BRIGGS K-8 NEW SCIENCE BUILDING (BP 08)

=====

BACKGROUND

On October 17, 2019, the Board of Education awarded Bid 19-20-18F, Briggs K-8 New Science Building (BP 08) to Letner Roofing Co. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Letner Roofing Co.	(\$12,333.00)
	Bid Amount:	\$394,300.00
	Revised Total Project Amount:	\$381,967.00
	Retention Amount:	\$19,098.35

The change order results in a net decrease of \$12,333.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on November 24, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: school site administrator; Maher Labib, DSA Inspector; James DiCamillo, Architect/Engineer; James R. Flath, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 08).

FISCAL IMPACT

(\$12,333.00) to Building Fund 21.

NE:GJS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division
 5130 Riverside Drive
 Chino, CA 91710
 Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 12-01-2020 BID #: 19 - 20 - 18F CHANGE ORDER: 001

PROJECT: Briggs – K-8 New Science Building

DSA APPLICATION #: 04 - 117961 DSA FILE #: 36 - 11

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: Danny Letner Inc. DBA Letner Roofing Co. (BP 08)

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

ITEM NO. 1:	Description:	Final Cost Summary
	Reason:	Contractor's work is complete
	Document Ref:	Change Order Request No. 001 – Summary Attached
	Requested by:	Chino Valley Unified School District
	Change in Contract Sum:	-\$12,333.00 - DEDUCT
	Time Extension:	0 Calendar days

END OF CHANGE ORDER NO. 001 ITEMS

CONTRACT SUMMARY

The original contract amount was:	<u>\$394,300.00</u>
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be increased/decreased by this Change Order:	<u>\$-12,333.00</u>
The new contract amount including this change order will be:	<u>\$381,967.00</u>
The original contract completion date:	<u>07/31/2020</u>
The contract time will be increased/decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>07/31/2020</u>

APPROVED BY:

German Gonzalez Letner Roofing - Authorized Signer	 SignNow e-signature ID: 97764e0eef... Contractor's Signature	12/02/2020 Date
Jim DiCamillo WLC Architects	 SignNow e-signature ID: ed420c5039... 12/02/2020 18:28:29 UTC Jim DiCamillo / President, Architect, AIA LEED AP	12/02/2020 Date
Maher Labib DSA Inspector of Record	 SignNow e-signature ID: 266a12e1e3... 12/02/2020 17:57:53 UTC Maher Labib / DSA Inspector	12/02/2020 Date
James Flath Construction/Project Manager	 SignNow e-signature ID: e5bc25b645... 12/01/2020 23:16:13 UTC James Flath / Project Manager - Balfour Beatty Const.	12/01/2020 Date
Sam Sousa CVUSD Construction Coordinator	 Sam Sousa / CVUSD Construction Coordinator	12/3/20 Date
Beverly Beamer CVUSD Project Manager	 Beverly Beamer / CVUSD Project Manager	12/7/2020 Date
Gregory Stachura Owner (Authorized Agent)	 Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department	12/7/2020 Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 19-20-18F, BRIGGS K-8 NEW SCIENCE BUILDING (BP 09)

=====

BACKGROUND

On October 17, 2019, the Board of Education awarded Bid 19-20-18F, Briggs K-8 New Science Building (BP 09) to Star Hardware, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Star Hardware, Inc.	(\$14,254.48)
	Bid Amount:	\$117,900.00
	Revised Total Project Amount:	\$103,645.52
	Retention Amount:	\$5,182.28

The change order results in a net decrease of \$14,254.48 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on November 24, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: school site administrator; Maher Labib, DSA Inspector; James DiCamillo, Architect/Engineer; James R. Flath, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 09).

FISCAL IMPACT

(\$14,254.48) to Building Fund 21.

NE:GJS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division
 5130 Riverside Drive
 Chino, CA 91710
 Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 12-02-2020 BID #: 19 - 20 - 18F CHANGE ORDER: 001

PROJECT: Briggs – K-8 New Science Building

DSA APPLICATION #: 04 - 117961 DSA FILE #: 36 - 11

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: Star Hardware Inc. (BP 09)

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:


ITEM NO. 1:	Description:	Final Cost Summary
	Reason:	Contractor's work is complete
	Document Ref:	Change Order Request No. 001 – Summary Attached
	Requested by:	Chino Valley Unified School District
	Change in Contract Sum:	-\$14,254.48 - DEDUCT
	Time Extension:	0 Calendar days

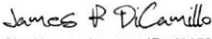
END OF CHANGE ORDER NO. 001 ITEMS

CONTRACT SUMMARY

The original contract amount was:	<u>\$117,900.00</u>
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be increased/decreased by this Change Order:	<u>\$-14,254.48</u>
The new contract amount including this change order will be:	<u>\$103,645.52</u>
The original contract completion date:	<u>07/31/2020</u>
The contract time will be increased/decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>07/31/2020</u>

APPROVED BY:

Cindy Cruz  12/02/2020
Star Hardware - Authorized Signer SignNow e-signature ID: 2c1d40facf...
Contractor's Signature **Date**

Jim DiCamillo  12/02/2020
WLC Architects SignNow e-signature ID: d1156c99e4...
12/03/2020 00:16:11 UTC
Jim DiCamillo / President, Architect, AIA LEED AP **Date**

Maher Labib  12/02/2020
DSA Inspector of Record SignNow e-signature ID: e5066f84de...
Maher Labib / DSA Inspector **Date**

James Flath  12/02/2020
Construction/Project Manager SignNow e-signature ID: 002f573860...
12/02/2020 23:18:28 UTC
James Flath / Project Manager - Balfour Beatty Const. **Date**

Sam Sousa  12/3/20
CVUSD Construction Coordinator **Sam Sousa / CVUSD Construction Coordinator** **Date**

Beverly Beamer  12/7/2020
CVUSD Project Manager **Beverly Beamer / CVUSD Project Manager** **Date**

Gregory Stachura  12/7/2020
Owner (Authorized Agent) **Gregory Stachura / Assistant Superintendent, Facilities,
Planning & Operations Department** **Date**

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 19-20-18F, BRIGGS K-8 NEW SCIENCE BUILDING (BP 10)

=====

BACKGROUND

On October 17, 2019, the Board of Education awarded Bid 19-20-18F, Briggs K-8 New Science Building (BP 10) to McKernan, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	McKernan, Inc.	(\$10,171.90)
	Bid Amount:	\$272,100.00
	Revised Total Project Amount:	\$261,928.10
	Retention Amount:	\$13,096.41

The change order results in a net decrease of \$10,171.90 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on November 24, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: school site administrator; Maher Labib, DSA Inspector; James DiCamillo, Architect/Engineer; James R. Flath, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 10).

FISCAL IMPACT

(\$10,171.90) to Building Fund 21.

NE:GJS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division
 5130 Riverside Drive
 Chino, CA 91710
 Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 12-04-2020 BID #: 19 - 20 - 18F CHANGE ORDER: 001

PROJECT: Briggs – K-8 New Science Building

DSA APPLICATION #: 04 - 117961 DSA FILE #: 36 - 11

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: McKernan Inc. (BP 10)

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

ITEM NO. 1:	Description:	Final Cost Summary
	Reason:	Contractor's work is complete
	Document Ref:	Change Order Request No. 001 – Summary Attached
	Requested by:	Chino Valley Unified School District
	Change in Contract Sum:	-\$10,171.90 - DEDUCT
	Time Extension:	0 Calendar days

END OF CHANGE ORDER NO. 001 ITEMS

CONTRACT SUMMARY

The original contract amount was:	<u>\$272,100.00</u>
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be increased/decreased by this Change Order:	<u>\$-10,171.90</u>
The new contract amount including this change order will be:	<u>\$261,928.10</u>
The original contract completion date:	<u>07/31/2020</u>
The contract time will be increased/decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>07/31/2020</u>

APPROVED BY:

Bryan McKernan McKernan Inc. - Authorized Signer	 SignNow e-signature ID: 2b9f0c691c... 12/04/2020 15:14:37 UTC Contractor's Signature	12/04/2020 Date
Jim DiCamillo WLC Architects	 SignNow e-signature ID: df5cec57c2... 12/04/2020 17:26:16 UTC Jim DiCamillo / President, Architect, AIA LEED AP	12/04/2020 Date
Maher Labib DSA Inspector of Record	 SignNow e-signature ID: d87b9b774a... 12/04/2020 15:13:33 UTC Maher Labib / DSA Inspector	12/04/2020 Date
James Flath Construction/Project Manager	 SignNow e-signature ID: aa6707fb7... 12/04/2020 15:12:48 UTC James Flath / Project Manager - Balfour Beatty Const.	12/04/2020 Date
Sam Sousa CVUSD Construction Coordinator	 Sam Sousa / CVUSD Construction Coordinator	12/4/20 Date
Beverly Beamer CVUSD Project Manager	 Beverly Beamer / CVUSD Project Manager	12/3/2020 Date
Gregory Stachura Owner (Authorized Agent)	 Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department	12/8/2020 Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR
BID 19-20-18F, BRIGGS K-8 NEW SCIENCE BUILDING (BP 11)**

=====

BACKGROUND

On October 17, 2019, the Board of Education awarded Bid 19-20-18F, Briggs K-8 New Science Building (BP 11) to Riccardi Floor Covering, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Riccardi Floor Covering, Inc.	\$2,534.00
	Bid Amount:	\$27,500.00
	Revised Total Project Amount:	\$30,034.00
	Retention Amount:	\$1,501.70

The change order results in a net increase of \$2,534.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on November 24, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: school site administrator; Maher Labib, DSA Inspector; James DiCamillo, Architect/Engineer; James R. Flath, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 11).

FISCAL IMPACT

\$2,534.00 to Building Fund 21.

NE:GJS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division
 5130 Riverside Drive
 Chino, CA 91710
 Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 12-03-2020 BID #: 19 - 20 -18F CHANGE ORDER: 001

PROJECT: Briggs – K-8 New Science Building

DSA APPLICATION #: 04 - 117961 DSA FILE #: 36 - 11

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: Riccardi Floor Covering Inc. (BP 11)

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

ITEM NO. 1:	Description:	Final Cost Summary
	Reason:	Contractor's work is complete
	Document Ref:	Change Order Request No. 001 – Summary Attached
	Requested by:	Chino Valley Unified School District
	Change in Contract Sum:	\$2,534.00 / ADD
	Time Extension:	0 Calendar days

END OF CHANGE ORDER NO. 001 ITEMS

CONTRACT SUMMARY

The original contract amount was:	<u>\$27,500.00</u>
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be increased/decreased by this Change Order:	<u>\$2,534.00</u>
The new contract amount including this change order will be:	<u>\$30,034.00</u>
The original contract completion date:	<u>07/31/2020</u>
The contract time will be increased/decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>07/31/2020</u>

APPROVED BY:

John Riccardi

Riccardi Floor Covering - Owner



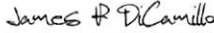
SignNow e-signature ID: bd553d741f...
Contractor's Signature

12/03/2020

Date

Jim DiCamillo

WLC Architects



SignNow e-signature ID: 1118e5cebb...
12/03/2020 21:58:37 UTC

Jim DiCamillo / President, Architect, AIA LEED AP

12/03/2020

Date

Maher Labib

DSA Inspector of Record



SignNow e-signature ID: f31de5ac33...
12/03/2020 21:00:05 UTC

Maher Labib / DSA Inspector

12/03/2020

Date

James Flath

Construction/Project Manager



SignNow e-signature ID: 0ae8c4f10e...
12/03/2020 20:07:08 UTC

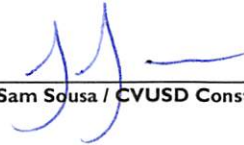
James Flath / Project Manager - Balfour Beatty Const.

12/03/2020

Date

Sam Sousa

CVUSD Construction Coordinator



Sam Sousa / CVUSD Construction Coordinator

12/4/20

Date

Beverly Beamer

CVUSD Project Manager



Beverly Beamer / CVUSD Project Manager

12/3/2020

Date

Gregory Stachura

Owner (Authorized Agent)



Gregory Stachura / Assistant Superintendent, Facilities,
Planning & Operations Department

12/8/2020

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR
BID 19-20-18F, BRIGGS K-8 NEW SCIENCE BUILDING (BP 12)**

=====

BACKGROUND

On October 17, 2019, the Board of Education awarded Bid 19-20-18F, Briggs K-8 New Science Building (BP 12) to Cramer Painting, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Cramer Painting, Inc.	(\$17,923.83)
	Bid Amount:	\$116,500.00
	Revised Total Project Amount:	\$98,576.17
	Retention Amount:	\$4,928.81

The change order results in a net decrease of \$17,923.83 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on November 24, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: school site administrator; Maher Labib, DSA Inspector; James DiCamillo, Architect/Engineer; James R. Flath, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 12).

FISCAL IMPACT

(\$17,923.83) to Building Fund 21.

NE:GJS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division
 5130 Riverside Drive
 Chino, CA 91710
 Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 12-01-2020 BID #: 19 - 20 - 18F CHANGE ORDER: 001

PROJECT: Briggs – K-8 New Science Building

DSA APPLICATION #: 04 - 117961 DSA FILE #: 36 - 11

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: Cramer Painting Inc. (BP 12)

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

ITEM NO. 1:	Description:	Final Cost Summary
	Reason:	Contractor's work is complete
	Document Ref:	Change Order Request No. 001 – Summary Attached
	Requested by:	Chino Valley Unified School District
	Change in Contract Sum:	-\$17,923.83 - DEDUCT
	Time Extension:	0 Calendar days

END OF CHANGE ORDER NO. 001 ITEMS

CONTRACT SUMMARY

The original contract amount was:	<u>116,500.00</u>
Previously approved change order amount(s):	<u>0.00</u>
The contract amount will be increased/decreased by this Change Order:	<u>\$-17,923.83</u>
The new contract amount including this change order will be:	<u>\$98,576.17</u>
The original contract completion date:	<u>07/31/2020</u>
The contract time will be increased/decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>07/31/2020</u>

APPROVED BY:

Steve Cramer

Cramer Painting - Authorized Signer



SignNow e-signature ID: f2eafbb7e2...


12/02/2020 21:26:16 UTC
Contractor's Signature

12/02/2020

Date

Jim DiCamillo

WLC Architects



SignNow e-signature ID: 398cb8f803...
12/02/2020 21:37:57 UTC

Jim DiCamillo / President, Architect, AIA LEED AP

12/02/2020

Date

Maher Labib

DSA Inspector of Record



SignNow e-signature ID: d5c3bf8202...
12/02/2020 00:10:27 UTC
Maher Labib / DSA Inspector

12/02/2020

Date

James Flath

Construction/Project Manager



SignNow e-signature ID: 20a20ab191...
12/02/2020 00:10:27 UTC

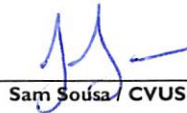
James Flath / Project Manager - Balfour Beatty Const.

12/01/2020

Date

Sam Sousa

CVUSD Construction Coordinator



Sam Sousa / CVUSD Construction Coordinator

12/3/20

Date

Beverly Beamer

CVUSD Project Manager



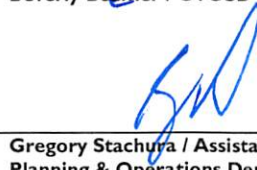
Beverly Beamer / CVUSD Project Manager

12/7/2020

Date

Gregory Stachura

Owner (Authorized Agent)



Gregory Stachura / Assistant Superintendent, Facilities,
Planning & Operations Department

12/7/2020

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 19-20-18F, BRIGGS K-8 NEW SCIENCE BUILDING (BP 13)

=====

BACKGROUND

On October 17, 2019, the Board of Education awarded Bid 19-20-18F, Briggs K-8 New Science Building (BP 13) to RVH Constructors, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	RVH Constructors, Inc.	(\$72,138.70)
	Bid Amount:	\$294,000.00
	Revised Total Project Amount:	\$221,861.30
	Retention Amount:	\$11,093.07

The change order results in a net decrease of \$72,138.70 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on November 25, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: school site administrator; Maher Labib, DSA Inspector; James DiCamillo, Architect/Engineer; James R. Flath, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 13).

FISCAL IMPACT

(\$72,138.70) to Building Fund 21.

NE:GJS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division

5130 Riverside Drive

Chino, CA 91710

Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 11-25-2020 BID #: 19 - 20 - 18F CHANGE ORDER: 001

PROJECT: Briggs – K-8 New Science Building

DSA APPLICATION #: 04 - 117961 DSA FILE #: 36 - 11

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: RVH Constructors, Inc. (BP 13)

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

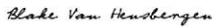
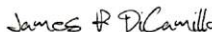


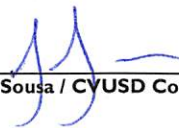


ITEM NO. 1:	Description:	Final Cost Summary
	Reason:	Contractor's work is complete
	Document Ref:	Change Order Request No. 001 – Summary Attached
	Requested by:	Chino Valley Unified School District
	Change in Contract Sum:	-\$72,138.70 - DEDUCT
	Time Extension:	0 Calendar days

END OF CHANGE ORDER NO. 001 ITEMS

CONTRACT SUMMARY

The original contract amount was:	<u>\$294,000.00</u>
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be increased/decreased by this Change Order:	<u>\$-72,138.70</u>
The new contract amount including this change order will be:	<u>\$221,861.30</u>
The original contract completion date:	<u>07/31/2020</u>
The contract time will be increased/decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>07/31/2020</u>

APPROVED BY:

Blake Van Hensbergen RVH Constructors - Authorized Signer	 SignNow e-signature ID: b37e6af2c9... 11/30/2020 17:34:54 UTC	11/30/2020
	Contractor's Signature	Date
Jim DiCamillo WLC Architects	 SignNow e-signature ID: 5bd5318ad6... 11/30/2020 17:52:54 UTC	11/30/2020
	Jim DiCamillo / President, Architect, AIA LEED AP	Date
Maher Labib DSA Inspector of Record	 SignNow e-signature ID: 3492821a74... 11/30/2020 17:00:00 UTC	11/30/2020
	Maher Labib / DSA Inspector	Date
James Flath Construction/Project Manager	 SignNow e-signature ID: 6f5cd6c2f6... 11/25/2020 10:47:47 UTC	11/25/2020
	James Flath / Project Manager - Balfour Beatty Const.	Date
Sam Sousa CVUSD Construction Coordinator	 Sam Sousa / CVUSD Construction Coordinator	12/3/20
		Date
Beverly Beamer CVUSD Project Manager	 Beverly Beamer / CVUSD Project Manager	12/7/2020
		Date
Gregory Stachura Owner (Authorized Agent)	 Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department	12/7/2020
		Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 19-20-18F, BRIGGS K-8 NEW SCIENCE BUILDING (BP 14)

=====

BACKGROUND

On October 3, 2019, the Board of Education awarded Bid 19-20-18F, Briggs K-8 New Science Building (BP 14) to Valley Pipeline Services, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
2	Valley Pipeline Services, Inc.	\$3,210.00
	Previously Approved Change Orders:	\$94,895.00
	Bid Amount:	\$324,000.00
	Revised Total Project Amount:	\$422,105.00
	Retention Amount:	\$21,105.25

The change order results in a net increase of \$3,210.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on November 24, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: school site administrator; Maher Labib, DSA Inspector; James DiCamillo, Architect/Engineer; James R. Flath, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 14).

FISCAL IMPACT

\$3,210.00 to Building Fund 21.

NE:GJS:pw

APPROVED BY:

Steve Vatter Valley Pipeline – Authorized Signer	 SignNow e-signature ID: 7c63469d06... 12/03/2020 00:35:36 UTC	12/02/2020
	Contractor's Signature	Date
Jim DiCamillo WLC Architects	 SignNow e-signature ID: b498f0275b... 12/03/2020 17:08:59 UTC	12/03/2020
	Jim DiCamillo / President, Architect, AIA LEED AP	Date
Maher Labib DSA Inspector of Record	 SignNow e-signature ID: 12c621ae02... 12/02/2020 17:08:59 UTC	12/02/2020
	Maher Labib / DSA Inspector	Date
James Flath Construction/Project Manager	 SignNow e-signature ID: c0b79f1c12... 12/02/2020 23:05:43 UTC	12/02/2020
	James Flath / Project Manager – Balfour Beatty Const.	Date
Sam Sousa CVUSD Construction Coordinator	 Sam Sousa / CVUSD Construction Coordinator	12/3/20 Date
Beverly Beamer CVUSD Project Manager	 Beverly Beamer / CVUSD Project Manager	12/7/2020 Date
Gregory Stachura Owner (Authorized Agent)	 Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department	12/7/2020 Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR
BID 19-20-18F, BRIGGS K-8 NEW SCIENCE BUILDING (BP 15)**

=====

BACKGROUND

On October 17, 2019, the Board of Education awarded Bid 19-20-18F, Briggs K-8 New Science Building (BP 15) to Continental Plumbing, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Continental Plumbing, Inc.	(\$24,909.00)
	Bid Amount:	\$399,225.00
	Revised Total Project Amount:	\$374,316.00
	Retention Amount:	\$18,715.80

The change order results in a net decrease of \$24,909.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on November 24, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: school site administrator; Maher Labib, DSA Inspector; James DiCamillo, Architect/Engineer; James R. Flath, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

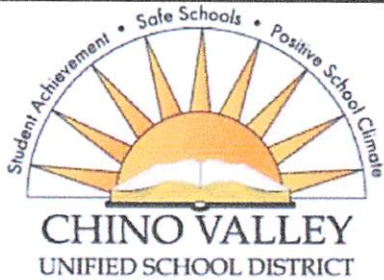
RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 15).

FISCAL IMPACT

(\$24,909.00) to Building Fund 21.

NE:GJS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division

5130 Riverside Drive

Chino, CA 91710

Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 12-07-2020 BID #: 19 - 20 - 18F CHANGE ORDER: 001

PROJECT: Briggs – K-8 New Science Building

DSA APPLICATION #: 04 - 117961 DSA FILE #: 36 - 11

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: Continental Plumbing Inc. (BP 15)

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

ITEM NO. 1:	Description:	Final Cost Summary
	Reason:	Contractor's work is complete
	Document Ref:	Change Order Request No. 001 – Summary Attached
	Requested by:	Chino Valley Unified School District
	Change in Contract Sum:	-\$24,909.00 - DEDUCT
	Time Extension:	0 Calendar days


END OF CHANGE ORDER NO. 001 ITEMS

CONTRACT SUMMARY

The original contract amount was:	<u>\$399,225.00</u>
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be increased /decreased by this Change Order:	<u>-\$24,909.00</u>
The new contract amount including this change order will be:	<u>\$374,316.00</u>
The original contract completion date:	<u>07/31/2020</u>
The contract time will be increased /decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>07/31/2020</u>

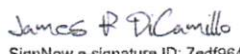
APPROVED BY:

Nathan Buckley
Continental - Authorized Signer


SignNow e-signature ID: 56201167b9...
12/07/2020 13:03:51 UTC
Contractor's Signature

12/07/2020
Date

Jim DiCamillo
WLC Architects


SignNow e-signature ID: 7edf9647da...
12/08/2020 13:11:41 UTC
Jim DiCamillo / President, Architect, AIA LEED AP

12/08/2020
Date

Maher Labib
DSA Inspector of Record


SignNow e-signature ID: c1cb59a2c1...
12/07/2020 13:15:40 UTC
Maher Labib / DSA Inspector

12/07/2020
Date

James Flath
Construction/Project Manager


SignNow e-signature ID: 4f1867fe4f...
12/07/2020 20:42:31 UTC
James Flath / Project Manager - Balfour Beatty Const.


12/07/2020
Date

Sam Sousa
CVUSD Construction Coordinator


Sam Sousa / CVUSD Construction Coordinator

12/11/20
Date

Beverly Beamer
CVUSD Project Manager


Beverly Beamer / CVUSD Project Manager

12/15/2020
Date

Gregory Stachura
Owner (Authorized Agent)


Gregory Stachura / Assistant Superintendent, Facilities,
Planning & Operations Department

12/15/20
Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR
BID 19-20-18F, BRIGGS K-8 NEW SCIENCE BUILDING (BP 16)**

=====

BACKGROUND

On October 17, 2019, the Board of Education awarded Bid 19-20-18F, Briggs K-8 New Science Building (BP 16) to Daart Engineering Co., Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Daart Engineering Co., Inc.	(\$14,170.60)
	Bid Amount:	\$121,300.00
	Revised Total Project Amount:	\$107,129.40
	Retention Amount:	\$5,356.47

The change order results in a net decrease of \$14,170.60 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on November 25, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: school site administrator; Maher Labib, DSA Inspector; James DiCamillo, Architect/Engineer; James R. Flath, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 16).

FISCAL IMPACT

(\$14,170.60) to Building Fund 21.

NE:GJS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT
 Facilities, Planning and Operations Division
 5130 Riverside Drive
 Chino, CA 91710
 Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 11-25-2020 BID #: 19 - 20 - 18F CHANGE ORDER: 001

PROJECT: Briggs – K-8 New Science Building

DSA APPLICATION #: 04 - 117961 DSA FILE #: 36 - 11

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: Daart Engineering Company Inc. (BP 16)

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

ITEM NO. 1:	Description:	Final Cost Summary
	Reason:	Contractor's work is complete
	Document Ref:	Change Order Request No. 001 – Summary Attached
	Requested by:	Chino Valley Unified School District
	Change in Contract Sum:	-\$14,170.60 - DEDUCT
	Time Extension:	0 Calendar days

END OF CHANGE ORDER NO. 001 ITEMS

CONTRACT SUMMARY

The original contract amount was:	<u>\$121,300.00</u>
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be increased/decreased by this Change Order:	<u>\$-14,170.60</u>
The new contract amount including this change order will be:	<u>\$107,129.40</u>
The original contract completion date:	<u>07/31/2020</u>
The contract time will be increased/decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>07/31/2020</u>

APPROVED BY:

Timothy Cantwell

Daart Engineering - Authorized Signer



SignNow e-signature ID: b81ab4e282...
11/25/2020 15:03:12 UTC
Contractor's Signature

11/25/2020

Date

Jim DiCamillo

WLC Architects



SignNow e-signature ID: 57a4b17e3e...
11/27/2020 15:03:12 UTC

Jim DiCamillo / President, Architect, AIA LEED AP

11/27/2020

Date

Maher Labib

DSA Inspector of Record



SignNow e-signature ID: 97d110b622...
11/25/2020 15:03:12 UTC
Maher Labib, DSA Inspector

11/25/2020

Date

James Flath

Construction/Project Manager



SignNow e-signature ID: ac8b83206a...
11/25/2020 23:28:01 UTC

James Flath / Project Manager - Balfour Betty Const.

11/25/2020

Date

Sam Sousa

CVUSD Construction Coordinator



Sam Sousa / CVUSD Construction Coordinator

12/3/20

Date

Beverly Beemer

CVUSD Project Manager



Beverly Beemer / CVUSD Project Manager

12/7/2020

Date

Gregory Stachura

Owner (Authorized Agent)



**Gregory Stachura / Assistant Superintendent, Facilities,
Planning & Operations Department**

12/7/2020

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 19-20-18F, BRIGGS K-8 NEW SCIENCE BUILDING (BP 17)

=====

BACKGROUND

On October 17, 2019, the Board of Education awarded Bid 19-20-18F, Briggs K-8 New Science Building (BP 17) to All Star Air Systems, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	All Star Air Systems, Inc.	(\$19,894.56)
	Bid Amount:	\$504,000.00
	Revised Total Project Amount:	\$484,105.44
	Retention Amount:	\$24,205.27

The change order results in a net decrease of \$19,894.56 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on November 24, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: school site administrator; Maher Labib, DSA Inspector; James DiCamillo, Architect/Engineer; James R. Flath, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 17).

FISCAL IMPACT

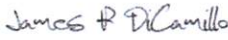
(\$19,894.56) to Building Fund 21.

NE:GJS:pw

APPROVED BY:

Jack Dresser
Owner

SignNow e-signature ID: 9948ab643f...
Contractor's Signature
12/09/2020
Date

Jim DiCamillo
WLC Architects

SignNow e-signature ID: 72bae54fc6...
12/09/2020 21:39:23 UTC
Jim DiCamillo / President, Architect, AIA LEED AP
12/09/2020
Date

Maher Labib
DSA Inspector of Record

SignNow e-signature ID: 0f893692ab...
12/09/2020 21:31:57 UTC
Maher Labib / DSA Inspector
12/09/2020
Date

James Flath
Construction/Project Manager

SignNow e-signature ID: 3a504179ad...
12/09/2020 19:19:20 UTC
James Flath / Project Manager – Balfour Beatty Const.
12/09/2020
Date

Sam Sousa
CVUSD Construction Coordinator

Sam Sousa / CVUSD Construction Coordinator
12/11/20
Date

Beverly Beemer
CVUSD Project Manager

Beverly Beemer / CVUSD Project Manager
12/15/2020
Date

Gregory Stachura
Owner (Authorized Agent)

Gregory Stachura / Assistant Superintendent, Facilities,
Planning & Operations Department
12/15/20
Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR
BID 19-20-18F, BRIGGS K-8 NEW SCIENCE BUILDING (BP 18)**

=====

BACKGROUND

On October 3, 2019, the Board of Education awarded Bid 19-20-18F, Briggs K-8 New Science Building (BP 18) to Rancho Pacific Electric Construction, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Rancho Pacific Electric Construction, Inc.	(\$82,040.24)
	Bid Amount:	\$1,219,700.00
	Revised Total Project Amount:	\$1,137,659.76
	Retention Amount:	\$56,882.99

The change order results in a net decrease of \$82,040.24 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on November 25, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: school site administrator; Maher Labib, DSA Inspector; James DiCamillo, Architect/Engineer; James R. Flath, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-18F, Briggs K-8 New Science Building (BP 18).

FISCAL IMPACT

(\$82,040.24) to Building Fund 21.

NE:GJS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division

5130 Riverside Drive

Chino, CA 91710

Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 11-25-2020 BID #: 19 - 20 18F CHANGE ORDER: 001

PROJECT: Briggs – K-8 New Science Building

DSA APPLICATION #: 04 - 117961 DSA FILE #: 36 - 11

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: Rancho Pacific Electric Construction Inc. (BP 18)

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

ITEM NO. 1:	Description:	Final Cost Summary
	Reason:	Contractor's work is complete
	Document Ref:	Change Order Request No. 001 – Summary Attached
	Requested by:	Chino Valley Unified School District
	Change in Contract Sum:	-\$82,040.24 - DEDUCT
	Time Extension:	0 Calendar days

END OF CHANGE ORDER NO. 001 ITEMS

CONTRACT SUMMARY

The original contract amount was:	<u>\$1,219,700.00</u>
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be increased/decreased by this Change Order:	<u>-\$82,040.24</u>
The new contract amount including this change order will be:	<u>\$1,137,659.76</u>
The original contract completion date:	<u>07/31/2020</u>
The contract time will be increased/decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>07/31/2020</u>

APPROVED BY:

Steve Robinson RPE – Authorized Signer	 SignNow e-signature ID: 3e4924ff67... 11/30/2020 15:03:40 UTC	11/30/2020
	Contractor's Signature	Date
Jim DiCamillo WLC Architects - Print Name	 SignNow e-signature ID: adc1e99b1e... 11/30/2020 15:17:31 UTC	11/30/2020
	Jim DiCamillo / President, Architect, AIA LEED AP	Date
Maher Labib DSA Inspector of Record - Print Name	 SignNow e-signature ID: b0115f3334... 11/30/2020 15:17:50 UTC	11/30/2020
	Maher Labib / DSA Inspector	Date
James Flath Construction/Project Manager	 SignNow e-signature ID: 570bc64aa0... 11/25/2020 19:16:58 UTC	11/25/2020
	James Flath / Project Manager – Balfour Beatty Const.	Date
Sam Sousa CVUSD Construction Coordinator	 Sam Sousa / CVUSD Construction Coordinator	12/3/20 Date
Beverly Beamer CVUSD Project Manager	 Beverly Beamer / CVUSD Project Manager	12/7/2020 Date
Gregory Stachura Owner (Authorized Agent)	 Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department	12/7/2020 Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
Anna G. Hamilton, Director, Purchasing
SUBJECT: REQUEST FOR PROPOSALS 20-21-03, CHARTER BUS SERVICES

=====
BACKGROUND

The Request for Proposals (RFP) process requires vendors to submit proposals within a framework created to fit the District’s unique needs. The District is able to customize the services to be purchased on specific needs, receive better responses, screen vendors more effectively, and ultimately receive a better product or solution for less money.

RFP 20-21-03, Charter Bus Services was published in the Inland Valley Daily Bulletin on August 13, 2020, and August 20, 2020. Proposals were submitted at 10:00 a.m. on September 22, 2020. Proposals were received from eleven (11) companies, nine (9) companies were initially awarded and two (2) more are being recommended:

Contractor	Bus Type	Hourly Rate
Santa Barbara Transportation Corp. dba Student Transportation of America	School/Recliner	\$85.00
Bus.Com, Inc.	School/Recliner	\$73.00 - \$125.00

The basic scope of work for this RFP is for charter bus services. Charter bus services are utilized throughout the District and require timely pickup and delivery of students and staff to functions within Chino Valley Unified School District, as well as throughout the state when requested. The District required proposers with knowledge and experience in charter business services for schools.

The criteria used to evaluate the RFP’s were cost, 50%; specifications, 30%; additional information, 15%; and responsiveness to RFQ/P, 5%.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education award RFP 20-21-03, Charter Bus Services to Santa Barbara Transportation Corp. dba Student Transportation of America and Bus.Com, Inc. in addition to the companies previously awarded on November 5, 2020.

FISCAL IMPACT

Expenditures will exceed \$500,000.00 annually to various budgets.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: January 21, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources
Isabel Brenes, Director, Human Resources
Eric Dahlstrom, Ed.D., Director, Human Resources
SUBJECT: CERTIFICATED/CLASSIFIED PERSONNEL ITEMS

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BACKGROUND

Board approval of personnel transactions is required by Board Bylaw 9324 Bylaws of the Board - Minutes and Recordings and Education Code 35163. Included are new hires based on need, which includes replacements, growth, and/or class size reduction.

Approval of this item supports the goals identified within the District's Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve/ratify the certificated/classified personnel items.

FISCAL IMPACT

All personnel assignments are within the approved staffing ratio for the appropriate school year budget.

NE:RR:IB:ED:mcm

CERTIFICATED PERSONNEL

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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CERTIFICATED MANAGEMENT PERSONNEL FOR THE 2020/2021 SCHOOL YEAR

RESIGNATION

ESCALANTE, Diana	Principal – ES	Marshall ES	01/03/2021
HINKLE, Christine	Principal – ES	Oak Ridge ES	12/31/2020

HIRED AT THE APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2020/2021 SCHOOL YEAR

GUZMAN, Cynthia	English Teacher	Townsend JHS	01/06/2021
MARTINEZ, Kyle	Band Teacher	Ayala HS	01/13/2021
HERRERA, Christina	SAI Teacher	Special Education	12/14/2020

RESIGNATION

DAVIS, Jonathon	Secondary Teacher	Chino HS	12/17/2020
MARTINEZ, Debra	Lead Nurse	Health Services	12/31/2020

RETIREMENT

O'KEEFE, Martha (32 Years of Service)	Counselor	Ayala HS	02/01/2021
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APPOINTMENT - EXTRA DUTY

VAN EMBRICQS, Alexandra	Girls Basketball (B)	Chino HS	01/22/2021
BLAKEY, Katherine (NBM)	Band (B)	Chino Hills HS	01/22/2021

APPOINTMENT - EXTRA DUTY - ACTIVITIES

MARTINEZ, Kyle	Assistant Band Director	Ayala HS	1/13/2021
TOTAL:			\$918.72

APPOINTMENT OF CERTIFICATED SUBSTITUTES EFFECTIVE JULY 1, 2020, THROUGH JUNE 30, 2021

HOLLINS, Pamela

CLASSIFIED PERSONNEL

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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CLASSIFIED MANAGEMENT PERSONNEL FOR THE 2020/2021 SCHOOL YEAR**LEAVE OF ABSENCE**

ENRIQUEZ, Allison	Occupational Therapist (SELPA/GF)	Special Education	03/02/2021 through 07/01/2021
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RESIGNATION

DAVIES, Jayson	Occupational Therapist (SELPA/GF)	Special Education	01/15/2021
WESTBERRY, Christen	Behavioral Health Counselor (SELPA/GF)	Special Education	01/19/2021

HIRED AT THE APPROPRIATE PLACEMENT ON THE CLASSIFIED SALARY SCHEDULE**APPOINTMENT**

MARTIN, Martha	Bilingual Typist Clerk I (C)	Cortez ES	01/22/2021
TODOROVITCH, Floricel	School Community Liaison (C)	Cortez ES	01/22/2021
AMBRIZ, Briana	IA/Elementary (C)	Dickson ES	TBD
CRUZ, Brianda	IA/Special Education (SELPA/GF)	Ayala HS	01/22/2021
LOA, Sydney	IA/Special Education (SELPA/GF)	Ayala HS	01/22/2021
RODRIGUEZ, Carlos	Custodian I (GF)	Chino HS	01/22/2021
CASASOLA, Gabrielle	Payroll Clerk III (GF)	Business Services	01/22/2021
DIAZ, Ashley	Licensed Vocational Nurse	Health Services	01/25/2021
SERRANO LOPEZ, Francisca	Bus Driver (GF)	Transportation	01/22/2021

PROMOTION

FREGOSO, Phoebe	FROM: IA/Special Education (SELPA/GF) 5 hrs./181 work days TO: Elementary Library/Media Center Assistant (GF) 6 hrs./195 work days	Butterfield Ranch ES Dickson ES	TBD
CAMPOS, Celeste	FROM: Elementary Library/Media Center Assistant (GF) 3.5 hrs./150 contract days TO: School Secretary I (GF) 8 hrs./215 work days	Rhodes ES Rolling Ridge ES	01/22/2021

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
MUNOZ, Veronica	FROM: Typist Clerk II (GF) 8 hrs./201 work days TO: School Secretary I (GF) 8 hrs./215 work days	Ayala HS Townsend JHS	01/22/2021
MELO, Vanessa	FROM: Payroll Clerk III (GF) 8 hrs./261 contract days TO: Fringe Benefits Technician (GF) 8 hrs./261 contract days	Business Services Business Services	01/22/2021
GONZALES, Nicholas	FROM: Network Support Technician (GF) 8 hrs./261 contract days TO: Network Technician (GF) 8 hrs./261 contract days	Technology Technology	01/22/2021

CHANGE IN ASSIGNMENT

SOLORZANO, Veronica	FROM: Playground Supervisor (GF) 1.5 hrs./180 work days TO: Health Technician (GF) 5.5 hrs./185 work days	Cortez ES Rolling Ridge ES	01/25/2021
HERNANDEZ, Cheryl	FROM: IA/Special Education (SELPA/GF) 3 hrs./181 work days TO: IA/Special Education (SELPA/GF) 5 hrs./181 work days	Eagle Canyon ES Special Education	01/22/2021
WOLF, Tamatha	FROM: Playground Supervisor (GF) 1.5 hrs./180 work days TO: IA/Special Education (SELPA/GF) 3.5 hrs./181 work days	Glenmeade ES Ayala HS	01/22/2021
ESSLINGER, Samantha	FROM: IA/Special Education (SELPA/GF) 3.5 hrs./181 work days TO: IA/Special Education (SELPA/GF) 5 hrs./181 work days	Chino HS Chino HS	01/22/2021

LEAVE OF ABSENCE

LESURE, Toinyetta	Nutrition Services Assistant I (NS)	Cortez ES	01/21/2021 through 02/28/2021
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CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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LEAVE OF ABSENCE (cont.)

BABEY, Jessica	Child Care Specialist (GF)	Hidden Trails ES	01/06/2021 through 05/05/2021
BUENO, Xochitl	Custodian I (GF)	Newman ES	10/03/2020 through 01/15/2021
CASILLAS, Sylvia	IA/Special Education/SH (SELPA/GF)	Rolling Ridge ES	01/06/2021 through 02/01/2021
RODINO, Valerie	Child Care Specialist (CDF)	Newman FC	01/13/2021 through 02/28/2021
LOPEZ, Carolina	Playground Supervisor (GF)	Oak Ridge ES	01/01/2021 through 02/07/2021
HAHM, Wendy	Playground Supervisor (GF)	Rolling Ridge ES	01/06/2021 through 06/30/2021
ANDERSON, Emily	Playground Supervisor (GF)	Briggs K-8	01/02/2021 through 06/30/2021
SEPULVEDA, Norma	Nutrition Services Assistant II (NS)	Chino HS	01/06/2021 through 03/26/2021
ALARCON, Yolanda	Nutrition Services Assistant I (NS)	Chino Hills HS	01/05/2021 through 06/30/2021

CLOSING OF OFFICIAL RECORDS

MUNOZ, Lorraine	Bus Driver (GF)	Transportation	01/01/2021
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CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>RESIGNATION</u>			
BROWN, Jennifer	Nutrition Services Manager I (NS)	Briggs K-8	01/20/2021
PADILLA, Stephanie	Health Technician (GF)	Marshall ES	01/05/2021
GUTIERREZ, Arthur	Playground Supervisor (GF)	Magnolia JHS	01/05/2021
GHADERI, Mariam	Behavior Intervention Aide (SELPA/GF)	Special Education	01/02/2021

RETIREMENT

COOPER, Kelli (13 Years of Service)	Typist Clerk II (GF)	Don Lugo HS	04/09/2021
ETCHART Jr., Alfred (24 Years of Service)	Maintenance III - Crafts Specialist (GF)	Maintenance	12/30/2020

APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2020, THROUGH JUNE 30, 2021

MEJIA CASTRO, Jenette

(504)	= Federal Law for Individuals with Handicaps	(SOAR)	= Students on a Rise
(ACE)	= Ace Driving School	(SPEC)	= Spectrum Schools
(ABG)	= Adult Education Block Grant	(SS)	= Summer School
(ASB)	= Associated Student Body	(SWAS)	= School within a School
(ASF)	= Adult School Funded	(VA)	= Virtual Academy
(ATE)	= Alternative to Expulsion	(WIA)	= Workforce Investment Act
(B)	= Booster Club		
(BTSA)	= Beginning Teacher Support & Assessment		
(C)	= Categorically Funded		
(CAHSEE)	= California High School Exit Exam		
(CC)	= Children's Center (Marshall)		
(CDF)	= Child Development Fund		
(CSR)	= Class Size Reduction		
(CVLA)	= Chino Valley Learning Academy		
(CWY)	= Cal Works Youth		
(E-rate)	= Discount Reimbursements for Telecom.		
(G)	= Grant Funded		
(GF)	= General Fund		
(HBE)	= Home Base Education		
(MM)	= Measure M – Fund 21		
(MAA)	= Medi-Cal Administrative Activities		
(MH)	= Mental Health – Special Ed.		
(NBM)	= Non-Bargaining Member		
(ND)	= Neglected and Delinquent		
(NS)	= Nutrition Services Budget		
(OPPR)	= Opportunity Program		
(PFA)	= Parent Faculty Association		
(R)	= Restricted		
(ROP)	= Regional Occupation Program		
(SAT)	= Saturday School		
(SB813)	= Medi-Cal Admin. Activities Entity Fund		
(SELPA)	= Special Education Local Plan Area		

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: January 21, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources
Whitney Fields, Director, Risk Management and Human Resources
SUBJECT: REJECTION OF CLAIM

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BACKGROUND

Claim 20-12-24 was submitted on December 17, 2020, by Wilbur & Associate, on behalf of Safeco Insurance and Yanling Tang. Claimant alleges damages to her vehicle after a District employee side swiped the vehicle while pulling into the parking lot at Cal Aero K-8. Claimant seeks unspecified damages and seeks a settlement demand that lies within the jurisdiction of the Superior Court.

The Board is requested to reject claims against the District to allow insurance carriers to investigate the claims and make recommendations regarding the dispositions.

Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education reject the claim and refer it to the District’s insurance adjuster.

FISCAL IMPACT

Unknown at present.

NE:RR:WF:lag