

# LAKE SIDE UNION SCHOOL DISTRICT

Office of the Superintendent  
12335 Woodside Avenue  
Lakeside, California 92040  
(619) 390-2600

District Administration Center

**June 6, 2019**

Meeting Begins: 4:30 p.m.

## NOTICE OF THE SPECIAL MEETING OF THE BOARD OF TRUSTEES

### *Agenda and Notes*

#### A. CALL TO ORDER AND ROLL CALL

#### B. OPENING PROCEDURES

1. Welcome Visitors
2. The Pledge of Allegiance will be led by President Taylor.

#### C. PUBLIC COMMENTS

Public Comments – During this time, citizens are invited to address the Board of Education about any item **on** or **off** the agenda. Request to speak cards should be submitted before the start of the meeting. The Board may not take action on any item presented. The Board has policy limiting any speaker to four minutes or 20 minutes on one subject.

#### D. ITEMS OF BUSINESS

##### 1.1 Designate consent agenda items.

Note: Consent agenda items are generally routine items of business. The Board will designate those items to be approved as a whole, unless a member of the public requests consideration of an item on an individual basis. The Board will review and act on the remaining items of business.

##### 1.2 Discussion/adopt of consent agenda items.

#### BUSINESS SERVICES

- 2.1 **Approval/Ratification** is requested of the following contracts for the 2018-19 and 2019-20 school years: A) Sea World/Aquatica (ESS); B) Sea World Parks & Entertainment (ESS); C) Optimizon (BO); D) Math Transformations (TdS); E) Mark Backes/Ultra Fun Run (WG); F) Jim Huge (Supt); G) Eastern San Diego County Junior Fair (District); H) Bureau of Education & Research (TdS); I) El Capitan Stadium Association (District); and J) Broadway Typewriter dba Arey Jones Educational Solutions (Tech).

D. BOND

- 3.1 **Approval** is requested to award Bid No. 2019-01 to GEM Industrial, for the installation of shade structures at Eucalyptus Hills and Winter Gardens Elementary Schools, and authorize staff to enter into contract with \$396,000.00.
- 3.2 **Approval** is requested to award Bid No. 2019-02 to Roof Construction, for roofing replacement at Lakeside Middle School, and authorize staff to enter into contract with \$241,756.00.
- 3.3 **Approval** is requested to award Bid No. 2019-03 A&S Flooring, for carpet flooring replacement at Lakeside Farms Elementary and Lakeside Middle School, and authorize staff to enter into contract with \$418,000.00.
- 3.4 **Approval** is requested to award Bid No. 2019-04 to ITI Cabling, for video surveillance installation districtwide, and authorize staff to enter into contract with \$277,833.00.
- 3.5 **Approval** is requested to award Bid No. 2019C-01 through the CUPCCAA informal bid process to Countywide Mechanical Systems, Inc. for the replacement of thirteen (13) wall-mounted air conditioning (AC) units located at Lindo Park Elementary School in the amount of \$144,694.
- 3.6 **Approval** is requested of a contract with Ninyo & Moore for GeoTech, Material Testing and Special Inspection Services in support of the bond modernization and new construction programs not to exceed \$75,000.
- 3.7 **Approval** is requested to a contract with Hendrix California School Construction Services for Inspector of Record (IOR) Services in support of the bond modernization and new construction program not to exceed \$50,000.
- 3.8 **Approval** is requested of a Contract with Western Flooring, Inc. to refinish and repair wood floors at Lakeside Middle School not to exceed \$31,902.50.
- 3.9 **Approval** is requested of Amendment #4 to the Agreement with Eric Hall and Associates, effective July 1, 2019 to revise the scope of service to include a project manager, facilities and bond program administration and a State school facility program representative at an additional cost of \$1,800 per month for a total of \$6,600 per month.
- 3.10 **Approval** is requested of the First Amendment to the Master Agreement with Studio WC Architectural Services to add design services for two projects as listed in the scope of service, a new multipurpose facility at Tierra del Sol Middle School and modernization of the central kitchen at a cost not to exceed \$425,000.
- 3.11 **Approval** is requested of Resolution No. 2019-24, approving the Tierra del Sol Middle School multipurpose room project, making California Environmental Quality Act categorical exemption findings, approving an amendment to an agreement for architectural services and approving the expenditure of bond proceeds for the project.

D. BOND (CONTINUED)

- 3.12 **Approval** is requested of Resolution No. 2019-25, authorizing the delegation of authority to designated staff in regard to award certain contracts pursuant to California Education Code. This would expand authority to award bids and contracts to ensure contracted work continue without potential costly or unnecessary delays between board meetings.
- 3.13 **Authorization** is requested to appoint David Suter, parent representative, to fill a vacancy on the Citizens' Bond Oversight Committee (CBOC).

E. CLOSED SESSION

1. Public Employee Appointment, Principal, pursuant to Government Code §54957; and
2. Conference with Chief Labor Negotiator, Stacy Coble, regarding the California School Employees' Association, Chapter 240, pursuant to Government Code §54957.6; and
3. Public Employee Performance Evaluation, Superintendent, pursuant to Government Code §54957.

F. ADJOURNMENT

Respectfully Submitted,

Andrew S. Johnsen, Ed.D.  
Superintendent

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** June 6, 2019

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**Agenda Item:**

Approval and Ratification is requested of the contracts with outside vendors for June 2019.

**Background (Describe purpose/rationale of the agenda item):**

Approval and Ratification is requested for the attached group of contracts for 2018-19 and 2019-20 fiscal years.

**Fiscal Impact (Cost):**

See Attached

**Funding Source:**

General Fund, and Child Development Fund

**Addresses Emphasis Goal(s):**

☐ **#1:** Academic Achievement      ☐ **#2:** Social Emotional      ☐ **#3:** Physical Environments

**Recommended Action:**

- |   |  |
|---|--|
| <input type="checkbox"/> <b>Informational</b>       | <input type="checkbox"/> <b>Denial/Rejection</b>                                       |
| <input type="checkbox"/> <b>Discussion</b>          | <input checked="" type="checkbox"/> <b>Ratification</b>                                |
| <input checked="" type="checkbox"/> <b>Approval</b> | <input type="checkbox"/> <b>Explanation:</b> <a href="#">Click here to enter text.</a> |
| <input type="checkbox"/> <b>Adoption</b>            |  |

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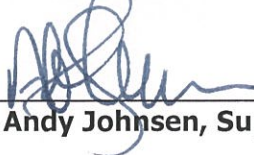
**Originating Department/School:** Business Services

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**

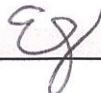


Erin Garcia, Assistant Superintendent



Dr. Andy Johnsen, Superintendent

**Reviewed by Cabinet Member**





### Contracts 2018-19

Agency Name	Description	Contract #	Dept./Site	Began	Ends	Amount (not to exceed)
Sea World/Aquatica	Special Event Agreement	V2019-112	ESS	6/26/2019	6/26/2019	\$2,440.00
Sea World Parks & Entertainment	Park Passes for ESS Field Trips	V2019-111	ESS	4/30/2019	12/31/2019	See Contract
Optimizon	Document Management Service	V2019-110	Bus Services	5/1/2019	7/1/2021	\$1,550 per month
Math Transformations	Math Consultant	I2019-52A	TDS	6/10/2019	6/10/2019	\$3,000.00
Mark Backes/Ultra Fun Run	Jog-a-Thon and Mega Party	L2019-040	WG	4/10/2019	4/10/2019	n/a
Jim Hoge	Board Governance Consultant	I2019-55	SUPT	5/9/2019	6/30/2019	NTE \$10,000
Eastern San Diego County Junior Fair	Fair Grounds	V2019-113	District	4/18/2019	6/15/2019	\$150 per day
Bureau of Education & Research	Professional Development	I2019-54	TDS	5/30/2019	5/30/2019	\$4,888.00
El Capitan Stadium Assoc.	Graduation and Promotion Ceremonies	V2019-115	District	6/11/2019	6/14/2019	\$475.00
Broadway Typewriter/Aray Jones Ed Solucitor	Tech Asset Services	V2019-116	TECH	6/24/2019	8/2/2019	NTE \$25000

# LAKE SIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** June 6, 2019

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**Agenda Item:**

Award Bid No. 2019-01 for the installation of shade structures at Eucalyptus Hills and Winter Gardens Elementary Schools and authorize staff to enter into contract with GEM Industrial Inc.

**Background (Describe purpose/rationale of the agenda item):**

A notice to invite bidders was advertised on April 29th and May 15th in the Daily Journal and on the district website. On May 29, 2019, District Facility Consultants, EH&A, and District Staff opened bids for the installation of shade structures at Eucalyptus Hills and Winter Gardens Elementary Schools. Construction is scheduled to begin by mid-June and completed in September 30, 2019.

Bids were received from two (2) qualified bidders. The bid results are as follows:

Bidder	Bid Amount
Otero Construction	\$238,250.00
GEM Industrial	\$396,000.00
LM Rasmussen	No Bid Received
SD Remodeling Inc.	No Bid Received

After the bid opening, the District was notified by Otero Construction that it had made an error in its bid and, under the Public Contract Code, requested that its bid be pulled. Although the bid amount from the second low bidder, GEM Industrial Inc., is above the Architect's estimate, the current bidding climate (contractors have full workload) and uncertainty concerning tariffs may likely result in an increase in price if this project was rebid.

Accordingly, it is recommended that the Governing Board award the bid to the lowest bidder meeting all specifications to GEM Industrial Inc. and authorize designated staff to enter into contract in the amount of \$396,000.00 for the installation of shade structures at Eucalyptus Hills and Winter Gardens Elementary Schools.

**Fiscal Impact (Cost):**

\$396,000.00

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**Addresses Emphasis Goal(s):**

☐ **#1:** Academic Achievement      ☐ **#2:** Social Emotional      ☒ **#3:** Physical Environments

**Recommended Action:**

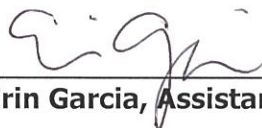
☐ **Informational**      ☐ **Denial/Rejection**  
☐ **Discussion**      ☐ **Ratification**  
☒ **Approval**      ☐ **Explanation:** [Click here to enter text.](#)  
☐ **Adoption**

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**Originating Department/School:** Business Services

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**

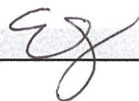


Erin Garcia, Assistant Superintendent



Dr. Andy Johnsen, Superintendent

**Reviewed by Cabinet Member**



# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** June 6, 2019

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**Agenda Item:**

Award Bid No. 2019-02 for roofing replacement at Lakeside Middle School and authorize staff to enter into contract with Roof Construction.

**Background (Describe purpose/rationale of the agenda item):**

A notice to invite bidders was advertised on April 29th and May 15th in the Daily Journal and on the district website. On May 29, 2019, District Facility Consultants, EH&A, and District Staff opened bids for roofing replacement at Lakeside Middle School. Construction is scheduled to begin by mid-June and completed prior to the start of school in August 2019.

Bids were received from four (4) qualified bidders. The bid results are as follows:

Bidder	Bid Amount
Roof Construction	\$241,756.00
A Good Roofer Inc.	\$265,500.00
Sylvester Roofing Co., Inc.	\$305,000.00
CI Roofing	\$309,914.00

It is recommended that the Governing Board award the bid to the lowest bidder meeting all specifications to Roof Construction and authorize designated staff to enter into contract in the amount of \$241,756.00 for roofing replacement at Lakeside Middle School.

**Fiscal Impact (Cost):**

\$241,756.00

**Funding Source:**

Bond Fund - Measure L, Series B

**Addresses Emphasis Goal(s):**

☐ #1: Academic Achievement      ☐ #2: Social Emotional      ☒ #3: Physical Environments

**Recommended Action:**



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☐ **Informational**

☐ **Discussion**

☒ **Approval**

☐ **Adoption**

☐ **Denial/Rejection**

☐ **Ratification**

☐ **Explanation:** [Click here to enter text.](#)

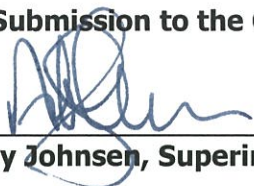
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**Originating Department/School:** Business Services

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**

  
\_\_\_\_\_  
**Erin Garcia, Assistant Superintendent**

  
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**Dr. Andy Johnsen, Superintendent**

**Reviewed by Cabinet Member** 

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** June 6, 2019

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**Agenda Item:**

Award Bid No. 2019-03 for carpet flooring replacement at Lakeside Farms Elementary and Lakeside Middle Schools and authorize staff to enter into contract with A&S Flooring.

**Background (Describe purpose/rationale of the agenda item):**

A notice to invite bidders was advertised on April 29th and May 15th in the Daily Journal and on the district website. On May 29, 2019, District Facility Consultant, EH&A and District Staff opened bids for carpet flooring replacement at Lakeside Farms Elementary and Lakeside Middle Schools. Construction is scheduled to begin by mid-June and completed prior to the start of school in August 2019.

Bids were received from two (2) qualified bidders. The bid results are as follows:

Bidder	Bid Amount
American Liberty Flooring	\$208,999.00
A&S Flooring	\$418,000.00
Allen Gabriola	No Bid Received

After the bid opening, the District was notified by American Liberty Flooring that it had made an error in its bid and under the Public Contract Code, requested that its bid be pulled. The bid amount from the second low bidder, A&S Flooring, is below the Architect's estimate and is considered fair and reasonable for the specified work.

Accordingly It is recommended that the Governing Board award the bid to the lowest bidder meeting all specifications to A&S Flooring and authorize designated staff to enter into contract in the amount of \$418,000.00 for the carpet flooring replacement at Lakeside Farms Elementary and Lakeside Middle Schools.

**Fiscal Impact (Cost):**

\$418,000.00

**Funding Source:**

Bond Fund - Measure L-Series B

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**Addresses Emphasis Goal(s):**

☐ **#1:** Academic Achievement      ☐ **#2:** Social Emotional      ☒ **#3:** Physical Environments

**Recommended Action:**

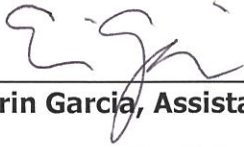
☐ **Informational**      ☐ **Denial/Rejection**  
☐ **Discussion**      ☐ **Ratification**  
☒ **Approval**      ☐ **Explanation:** [Click here to enter text.](#)  
☐ **Adoption**

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**Originating Department/School:** Business Services

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**



Erin Garcia, Assistant Superintendent



Dr. Andy Johnsen, Superintendent

**Reviewed by Cabinet Member**





# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** June 6, 2019

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**Agenda Item:**

Award Bid No. 2019-04 for video surveillance installation districtwide and authorize staff to enter into contract with ITI Cabling.

**Background (Describe purpose/rationale of the agenda item):**

A notice to invite bidders was advertised on April 29th and May 15th in the Daily Journal and on the district website. On May 29, 2019 EH&A and District Staff opened bids for video surveillance installation districtwide. Construction is scheduled to begin by mid-June and completed by September 2019.

Bids were received from three (3) qualified bidders. The bid results are as follows:

Bidder	Bid Amount
ITI Cabling	\$277,833.00
Datel Systems	\$337,000.00
Edgeworth Security Systems	\$551,825.79
AT&T	No Bid Received
Communication Wiring	No Bid Received

It is recommended that the Governing Board award the bid to the lowest bidder meeting all specifications to ITI Cabling and authorize designated staff to enter into contract in the amount of \$277,833.00 for the installation of video surveillance districtwide.

**Fiscal Impact (Cost):**

\$277,833.00

**Funding Source:**

Bond Fund - Measure L, Series B

**Addresses Emphasis Goal(s):**

☐ #1: Academic Achievement      ☐ #2: Social Emotional      ☒ #3: Physical Environments

**Recommended Action:**

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☐ **Informational**

☐ **Discussion**

☒ **Approval**

☐ **Adoption**

☐ **Denial/Rejection**

☐ **Ratification**

☐ **Explanation:** [Click here to enter text.](#)

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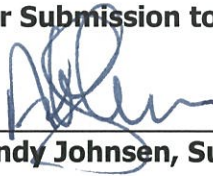
**Originating Department/School:** Business Services

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**

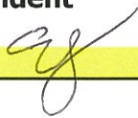


Erin Garcia, Assistant Superintendent



Dr. Andy Johnsen, Superintendent

**Reviewed by Cabinet Member**



# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** June 6, 2019

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**Agenda Item:**

Award Bid No. 2019C-01 through the CUPCCAA informal bid process for the replacement of thirteen (13) wall mounted air conditioning (AC) units located at Lindo Park Elementary School.

**Background (Describe purpose/rationale of the agenda item):**

A "notice inviting bids" was sent to vendors who have registered to be on the District's qualified vendors list for CUPCCAA. One vendor replied to the bid and submitted proposal to the District for review. Countywide Mechanical Systems, Inc. submitted the lowest bid as evidenced in the chart below. All HVAC bids include a base bid and warranty.

The bids are as follows:

Bidder	Bid Amount
Mechanical Systems, Inc.	\$144,694.00
West Coast Air	Non Responsive
Climatec	Non Responsive
Siglers	Non Responsive
Smith-Electric	Non Responsive

It is recommended that the Governing Board award the CUPCCAA informal bid to Countywide Mechanical Systems, Inc in the amount of \$144,694.00. Even though there was only one bidder, the amount of the bid is within the cost estimate and budget and is considered fair and reasonable.

**Fiscal Impact (Cost):**

\$144,694.00

**Funding Source:**

Bond Fund - Measure L-Series B

**Addresses Emphasis Goal(s):**

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☒ **#3:** Physical Environments

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**Recommended Action:**

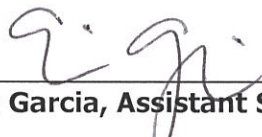
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| <input type="checkbox"/> Informational       | <input type="checkbox"/> Denial/Rejection                                       |
| <input type="checkbox"/> Discussion          | <input type="checkbox"/> Ratification   |
| <input checked="" type="checkbox"/> Approval | <input type="checkbox"/> Explanation: <a href="#">Click here to enter text.</a> |
| <input type="checkbox"/> Adoption            |   |


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**Originating Department/School:** Business Services

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**

  
\_\_\_\_\_  
Erin Garcia, Assistant Superintendent

  
\_\_\_\_\_  
Dr. Andy Johnsen, Superintendent

**Reviewed by Cabinet Member**  \_\_\_\_\_





HELPING SCHOOL DISTRICTS MEASURE UP

Attention: Karen Carlson

Date: 05/8/2019

Project: HVAC Replacement at Lindo Park ES

Bid No. 2019c-01

Countywide Mechanical Systems Inc. is pleased to submit this cost proposal for the above referenced project.

**General Scope:**

- 1) Project Management, Field Supervision, Administrative Support, Field Labor & Rental Equipment as required to complete the Scope of Work as described.
- 2) As Builds as Required.
- 3) Payment and Performance Bond
- 4) Training, Start Up and Performance Verification of Newly Installed Equipment. Startup of Units to factory specifications including Startup Documentation.
- 5) Material Handling, Daily Clean Up of Work Area.
- 6) Receipt/Storage and Delivery of Mechanical Equipment.
- 7) Trash Dumpsters/Receptacles as required to complete Scope of Work.
- 8) Tool/Material Storage Containers required to complete Scope of Work.
- 9) Prevailing Wage Rates Included (2019-1), Predetermined Increases 07/01/2019).
- 10) Hoisting Equipment Required to complete Scope of Work.

**Site Specific Scope:**

Lindo Lake Elementary School

- 1) Safe-Off/Demolition/Removal/Disposal per EPA Requirements of existing Equipment (13 Wall Mounted AC Units. Includes Disconnect of Electrical Power & Thermostat Wiring.
- 2) Installation of Equipment (13 Wall Mounted AC Units). Includes Re-Connection of Electrical Power, New Conduit as required, New Thermostat/wiring and adapter curb for new units.
- 3) Furnish/Installation of New Conduit/Seal-Tight flex for each newly installed Wall Units (13)
- 4) Provide weather proofing roofing around (2) new unit sleepers with sheet metal caps.
- 5) Provide equipment for all Material/Equipment Hoisting Activities.

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**HVACR • PLUMBING • DESIGN-BUILD • SOLAR • SERVICE**

1400 N. Johnson Ave. Suite #114 • El Cajon, CA 92020 • Phone: 619.449.9900 • Fax: 619.449.9907 • License 967998

***CountywideMS.com***



**Pricing:**

Labor and Materials Hoisting Equipment Breakout .....	\$ 34,220.00
HVAC Equipment Breakout.....	\$ 103,313.00
Add- Air Balance M6.1 Section 15950 .....	\$ 7,161.00

**Exclusions:**

1. Deferred Seismic Submittals
2. Temporary Facilities and Controls Section 01 5000
3. Smoke Detectors/Interlock Wiring.
4. Painting
5. Commissioning/3rd Party Commissioning Assistance.
6. Test and Balance of Units/Ducts.
7. Saw-Cut, Coring & X-Ray of Structure.
8. Engineering, Plans, Permits & Fees.
9. Code Upgrades to Existing Conditions.
10. Work associated with existing building deficiencies.
11. Installation of material/items not mentioned above.
12. Temporary Plumbing & HVAC Accommodations/Equipment.
13. Duct Cleaning.
14. Fire Dampers- Fire Ratings not indicated on Drawings.
15. Temporary Power Provisions, Facilities at Site to provide access to 120V/230V Receptacles for Temporary Lighting/Tools.
16. Delayed caused by local noise restrictions in the area. Preventative measures will be taken to reduce noise.

We thank you for the opportunity to submit this cost proposal. Please feel free to contact me with any question or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tim McKeveny", is written over a horizontal line.

*Tim McKeveny*

Sr. Project Manager

Countywide Mechanical Systems, Inc.

1-619-383-6008

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***CountywideMS.com***

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** June 6, 2019

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**Agenda Item:**

Award consultant contract for GeoTech, Material Testing and Special Inspection Services in support of the bond modernization and new construction program.

**Background (Describe purpose/rationale of the agenda item):**

On May 22, 2019 a request for proposal for GeoTech, Material Testing and Special Inspection Services was emailed to Ninyo and Moore and a proposal was received. These services are required by the Division of State Architect (DSA) to be provided for any DSA approved project and must be provided by a firm with a laboratory on the Division of State Architect's approval list. Ninyo and Moore meets these criteria and has performed worked for the District in the past. Contract for services will be held for one year on as needed basis.

It is recommended that the Governing Board authorize staff to execute the contract with Ninyo and Moore for GeoTech, Material Testing and Special Inspection Services to support the bond modernization and new construction program.

**Fiscal Impact (Cost):**

Services provided on an as needed basis not to exceed \$75,000.00

**Funding Source:**

Bond Fund - Measure L, Series B

**Addresses Emphasis Goal(s):**

☐ #1: Academic Achievement      ☐ #2: Social Emotional      ☒ #3: Physical Environments

**Recommended Action:**

☐ Informational      ☐ Denial/Rejection  
☐ Discussion      ☐ Ratification  
☒ Approval      ☐ Explanation: [Click here to enter text.](#)  
☐ Adoption

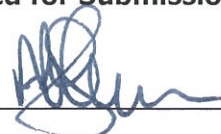
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**Originating Department/School:** Business Services

**Submitted/Recommended By:**

  
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**Approved for Submission to the Governing Board:**

  
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**Erin Garcia, Assistant Superintendent**

**Dr. Andy Johnsen, Superintendent**

**Reviewed by Cabinet Member**

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

**GEOTECHNICAL ENGINEERING**  
**AND**  
**SOILS TESTING/INSPECTION SERVICES**

THIS AGREEMENT ("Agreement") is made on this 6<sup>th</sup> day of June 2019 by and between the LAKESIDE UNION SCHOOL DISTRICT located at 12335 Woodside Avenue, Lakeside, California 92040 (hereinafter "District"), a public school district organized under the laws of the State of California, and **NINYO & MOORE** located at **5710 RUFFIN ROAD, SAN DIEGO, CA 92123** (hereinafter "Consultant").

RECITALS

WHEREAS, The consultant has experience and expertise in providing geotechnical engineering and soils testing/inspection services for District sites.

WHEREAS, The District desires that the consultant render geotechnical engineering and soils testing/inspection services for various school sites within the District;

WHEREAS, Consultant represents itself able and, for a consideration, willing to perform the services required by the District;

NOW, THEREFORE, for and in consideration of the promises hereinafter contained, the parties agree as follows:

1. AVAILABILITY OF FUNDS AND BUDGET AND FISCAL PROVISION AND TERMINATION IN THE EVENT OF NON-APPROPRIATION.
  - a. This Agreement is subject to the budget and fiscal provisions of the District, notwithstanding any other provision of this Agreement. This Agreement shall have no effect until the District has appropriated funds.
  - b. The amount of the District's obligation hereunder shall not at any time exceed the amount herein stated.
  - c. This Agreement shall terminate without penalty at the end of any fiscal year in the event funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
  - d. This section controls against any and all other provisions of this Agreement.

2. TERM OF THE AGREEMENT

The Agreement shall become effective beginning June 6, 2019 and shall terminate on or before June 30, 2020.

3. SERVICES CONSULTANT AGREES TO PERFORM

- a. Consultant shall perform geotechnical investigations services, including provision of written reports for modernization and new construction work at various school sites within the District. The services covered by this Agreement are identified in Exhibit A, and performance shall be in accordance with the California Department of General Services, Division of the State Architect, Chapter 18A, Volume 2, Part 2 of Title 24 of the Code of Regulation, and the provisions of this Agreement.
- b. A detailed level of effort proposal will be requested for the projects for which the Services are to be provided. The Consultant's Proposal shall be submitted using the Unit Pricing and Estimate Sheet attached as Exhibit B, along with supporting documentation as needed. Upon reaching a consensus with respect to the types of services and level of effort for each Project, a Service Authorization letter, with a "Not to Exceed" compensation amount will be issued by the District for the designated Services. See attached Exhibit C, Service Authorization. The actual level of effort and timing of accomplishment of the Services required will be as directed by the designated Project Manager, Construction Contract Manager, or the Project Architect. The designated level of effort and/or the authorized compensation for each Service Authorization shall not be exceeded without a written Amendment to the Service Authorization.
- c. Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.
- d. Substitution of Key Personnel. Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: Jeffrey Kent, PE, GE, Principal Engineer ("Consultant's Representative").
- e. District's Representative. The District hereby designates Erin Garcia, Assistant Superintendent of Business Services his designee, to act as its representative for the performance of this Agreement ("District's Representative") Erin Garcia, Assistant Superintendent, Business Services. District's



Representative, Todd Owens, Director of Maintenance, Operations and Transportation shall have the power to act on behalf of the District for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

- f. Consultant's Representative. Consultant hereby designates Jeffrey Kent, PE, GE, Principal Engineer or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- g. Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.
- h. Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.
- 1. Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials,

directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

4. COMPENSATION

The Consultant shall be paid at the rates listed in Exhibit B. Invoices shall be submitted monthly, by the 10<sup>th</sup> of the month for services provided in the immediately preceding month and include a breakdown of charges and records of acceptance of services performed. For hourly services, there shall be no minimum level of effort hours per service. Separate invoices shall be submitted for each Project, each Service Authorization, and Purchase Order.

The Consultant shall submit the following information and documentation as part of all invoices:

1. Location (School Name)
2. Project Description (Project Name)
3. Project Number
4. Service Authorization Number
5. Purchase Order Number (Refer to the Purchase Order sent directly to the Consultant from District Purchasing Department.)
6. For task performed: date, task description, duration (if an hourly charge) and name of staff performing task.
7. For each sample tested: sample identification, description of test performed, date of sample obtained, date tested and testreport.
8. Copies of field reports for services performed at site during the invoice period. Field reports shall include date, start time, finish time, for each staff member providing service at the site.
9. Copies of test reports for tests performed at the site or in a laboratory during the invoice period.
10. Copies of draft and final reports, and other deliverables required by this Agreement.

Failure to provide the required information and documentation will cause an invoice to be deemed unacceptable. When the required information is not provided with an invoice the invoice will be returned for correction, and the documentation will be requested in writing. Processing of invoices will proceed when the required information and documentation are provided and deemed acceptable.

Payments shall be made in a reasonable time upon receipt of acceptable invoices and validation that the Services have been rendered as set forth in Article 3 of this Agreement and Exhibit A hereto. The total compensation to be paid to the Consultant under this Agreement shall not exceed \$75,000.00 per year. This amount may be increased provided there is prior written modification to this Agreement.

It shall be the responsibility of the Consultant to ensure that accumulated fees for services do not exceed the total compensation included in the Agreement. Work



performed that will cause the Agreement amount to be exceeded shall not be compensated.

5. TERMINATION

- a. It is expressly understood and agreed that in the event the Consultant or the District fails to perform its obligations under this Agreement, this Agreement shall be terminated, and all the Consultant's/District's rights hereunder ended. Termination shall be upon ten (10) days written notice to the defaulting party, in which no work will be undertaken after the date of receipt of the notice. In the event this Agreement is terminated by the District pursuant to this paragraph, the Consultant shall be paid for the Services performed up to the date of the termination.
- b. It is further understood and agreed that the District may terminate this Agreement for the District's convenience and without cause at any time by giving the Consultant thirty (30) days written notice of such termination. In such an instance, the Consultant shall be entitled to compensation for services performed up to the effective date of termination.
- c. Upon receipt of written notice that this Agreement is terminated, the Consultant will submit an invoice to the District for an amount which represents the value of the Services actually performed to the date of termination for which the Consultant has not previously been compensated and as per paragraph 4 above. Upon approval and payment of this invoice by the District, the District shall be under no further obligation to the Consultant monetarily or otherwise.

6. INDEPENDENT CONSULTANT

The Consultant shall be deemed at all times to be an independent Consultant and shall be wholly responsible for the manner in which he performs the Services required of him under the terms of this Agreement. The Consultant shall be liable for any act or acts of his own, or his agents or employees, and nothing contained herein shall be construed as creating the relationship of employer and employee between the District and the Consultant or their agents and employees.

7. MODIFICATION OF AGREEMENT

This Agreement may be amended, in writing, by mutual consent of the parties. Changes, including any increase or decrease in the total Not to Exceed compensation to be paid to the Consultant, shall only be effective upon the execution of a duly authorized written amendment to this Agreement.

8. SUBCONTRACTING

The Consultant is prohibited from subcontracting this Agreement or the Services unless such subcontracting is agreed to in writing and executed in the same manner as

this Agreement. No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party of this Agreement, and violation of this provision shall confer no rights on any party and shall be void.

9. ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION

Should any question arise as to the meaning and intent of the Agreement, the matter shall, prior to any action or resort to any other legal remedy, be referred to the Superintendent, who shall decide the true meaning and intent of the Agreement.

10. BANKRUPTCY

In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at option of the other party, this Agreement shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

11. CONSULTANT'S DEFAULT

Failure or refusal of the Consultant to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy available to the District, this contract may be terminated by the District pursuant to the terms of Section 5a herein. Such termination shall not waive any other legal remedies available to the District.

12. CONFLICT OF INTEREST

Consultant understands the following and certifies that it does not know of any facts which constitutes a violation:

- a. Consultant hereby certifies that no current Board member or employee of the LAKESIDE UNION SCHOOL DISTRICT, and no one who has been a Board member or who has been employed by the LAKESIDE UNION SCHOOL DISTRICT within the past two years, has participated in bidding, selling or promoting this contract. Furthermore, Consultant certifies that no such current or former Board member or employee has an ownership interest in this contract, nor shall any such current or former Board member or employee derive any compensation, directly or indirectly, from this contract. Consultant understands that any violation of this provision of the contract shall make the Agreement voidable by the District.
- b. Government Code of the State of California, Section 87100 et. seq. Public officials; state and local; financial interest:

No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to



influence a governmental decision in which he knows or has reason to know he has a financial interest.

13. SEVERABILITY

If any term or provision of this contract shall be found illegal or unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

14. AGREEMENT MADE IN CALIFORNIA

This Agreement shall be deemed to be made in, and shall be construed in accordance with, the laws of the State of California.

15. INDEMNIFICATION

a. With respect to claims arising under Consultant's general liability coverage, the Consultant shall indemnify and hold harmless LAKESIDE UNION SCHOOL DISTRICT, its agents and employees from and against any actions, claims damages or loss, including attorneys' fees that may arise out of Consultant's activities in the performance of its services under this Agreement.

b. The Consultant shall indemnify and save harmless the District, its officers agents, employees and members of the Board of Education from any claims, loss, damage, injury and liability of every kind, nature and description that may at any time arise for any infringement of any patent right, copyright, trade secret or any other proprietary right or trademark by any of Consultant's officers, employees or agents by use of articles or services in the performance of this Agreement.

16. INSURANCE

a. Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the District that the subconsultant has secured all insurance required under this section.

b. Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- (1) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence

form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

- (2) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.
- (3) Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to its profession. Such insurance shall be in an amount not less than \$1,000,000 per claim and shall be endorsed to include contractual liability.

c. Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

- (1) General Liability. The general liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.
- (2) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the



insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

- (3) Workers' Compensation, Employers Liability, General Liability and Automobile Liability Insurance coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

- (3) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

- d. Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VIII, licensed to do business in California, and satisfactory to the District. (California Admitted)
- f. Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

## 17. PROPRIETARY INFORMATION OF DISTRICT

The Consultant understands and agrees that, in the performance of the Services under this Agreement or in contemplation thereof, the Consultant may have access to private or confidential information which may be owned or controlled by the District and that such information may contain proprietary details, the disclosure of which to third

parties will be damaging to the District. The Consultant agrees that all information disclosed by the District to the Consultant shall be held in confidence and used only in performance of the Agreement. The Consultant shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

18. NOTICES TO THE PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered as follows:

TO THE DISTRICT:            LAKESIDE UNION SCHOOL DISTRICT  
                                        Attention: Erin Garcia  
                                        12335 Woodside Avenue  
                                        Lakeside, CA 92040

TO THE CONSULTANT:      NINYO & MOORE  
                                        Attention: Jeffrey T. Kent  
                                        5710 Ruffin Road  
                                        San Diego, CA 92123

19. WAIVER

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

20. ASSIGNMENT

It is understood and agreed that the services to be performed by the Consultant are personal in character and neither this Agreement nor any duties or obligations hereunder shall be assigned or delegated by the Consultant without the prior consent of the District.

21. OWNERSHIP OF THE RESULTS

Any interest of the Consultant in studies, reports, memoranda, computation sheets or other documents prepared by the Consultant in connection with services to be performed under this Agreement shall become the property of and will be transmitted to the District. However, the Consultant may retain and use copies for reference and as documentation of its experience and capabilities.

22. AUDIT AND INSPECTION OF RECORDS

The Consultant agrees to maintain and make available to the District accurate books and accounting records relative to its activities under this Agreement. The Consultant will permit the District to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or



personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. The Consultant shall maintain such data and records in an accessible location and condition for a period of not less than three years after final payment under this Agreement or until after final audit has been resolved, whichever is later.

23. FINGERPRINTING REQUIREMENTS

Limited Contact With Students. District Determination of Fingerprinting Requirement Application.

(a) Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving More than Limited Contact with Students.

If the District determines based on the totality of the circumstances concerning the Project that the Consultant and Consultant's employees are subject to the requirements of Education Code Section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have contact other than limited contact with pupils, by execution of the Contract, the Consultant acknowledges that Consultant is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school facility where the Consultant and/or Consultant's employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation. In accordance with Education Code Section 45125.2 the Consultant shall, at Consultant's own expense, (a) install a physical barrier to limit contact with students by Consultant and/or Consultant's employees, or (b) provide for the continuous supervision and monitoring of the Consultant and/or Consultant's employees by an employee of the Consultant who has received fingerprint clearance from the California Department of Justice, or (c) provide for the surveillance of the Consultant and Consultant's employees by a District employee.

(b) Contracts for Construction, Reconstruction Rehabilitation or Repair of a School Facility Involving Only Limited Contact With Students.

If the District determines based on the totality of the circumstances concerning the Project that the Consultant and Consultant's employees are subject to the requirements of Education Code Section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have only limited contact with pupils, by execution of the Contract, the Consultant acknowledges that Consultant is entering into a contract for the construction, reconstruction, rehabilitation or repair of a school facility involving only limited contact with students. Accordingly, the parties agree that the following conditions apply to any work performed by the Consultant and/or Consultant's employees on a school site: (1) Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Consultant and/or Consultant's employees shall inform school office

staff of their proposed activities and location at the school site; (3) Once at such location Consultant and/or Consultant's employees shall not change locations without contacting the school office; (4) Consultant and Consultant's employees shall not use student restroom facilities; and (5) If Consultant and/or Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work.

24. SECTION HEADINGS

The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

25. CALIFORNIA LABOR CODE REQUIREMENTS.

Consultant is aware of the requirements of California Labor Code Sections 1720 et seq and 1770 et seq, as well as California Code of Regulations, Title 8, Section 16000 et seq ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and Since the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. A copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement are on file at the District office 12335 Woodside Ave. Lakeside, CA 92040. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

26. EQUAL OPPORTUNITY EMPLOYMENT.

Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading demotion, transfer, recruitment or recruitment advertising, layoff or termination.

Consultant shall also comply with all relevant provisions of District's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

27. LABOR CERTIFICATION.

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in



accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

28. NO THIRD PARTY BENEFICIARIES.

There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

29. ATTORNEY'S FEES.

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

30. TIME IS OF THE ESSENCE.

Time is of the essence for each and every provision of this Agreement.

31. COOPERATION; FURTHER ACTS.

The parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

32. SAFETY.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

33. ENTIRE AGREEMENT

All of the Agreement between the parties is included herein and no warranties, expressed or implied, representations, promises, or statements have been made by either party unless endorsed herein in writing, and no change or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as this Agreement.



IN WITNESS WHEREOF the parties hereto have executed this Agreement the year and date first above written.

NINYO & MOORE

By: \_\_\_\_\_

Date: \_\_\_\_\_

LAKESIDE UNION SCHOOL DISTRICT

By: \_\_\_\_\_  
Assistant Superintendent, Business Services

DATE: \_\_\_\_\_

**Exhibit A**  
**Scope of Services**  
**Geotechnical Engineering and**  
**Soils Testing/Inspection Services**

The Scope of Work and General Requirements and Procedures are as follow:

1. Perform the services for Geotechnical Investigation Services in accordance with Title 24, California Code of Regulations and the requirements of the Division of the State Architect.
2. Assess soil materials and properties at the site with respect to their suitability for support of the proposed construction. Explore and investigate as necessary to satisfy the latest Title 24 requirements. The services include the following tasks:
  - I. Task 1 - Field Investigation: Conduct soil explorations using either hollow-stem auger or cpt equipment to investigate current geotechnical conditions. Obtain as deemed necessary ring, sleeve, and bulk samples of the soil for geotechnical laboratory analysis. Conduct field investigation activities in the presence of a geologist or engineer.
  - II. Task 2 - Laboratory Analysis: Test selected soil samples to identify the soils and evaluate engineering soil properties pertinent to the planned improvements. The laboratory testing may include, but not be limited to, tests for consolidation, expansion potential, moisture and in-place density, direct shear, and material gradations. The nature and quantity of the test may vary depending upon soil type and site uniformity.
  - III. Task 3 - Engineering and Geologic Report Preparation: Prepare the report to present field and laboratory data, an evaluation of site geology, and soil/formation properties. Present in the report recommended structure foundations and soil engineering considerations for use in site evaluation and development. Include in the report grading concepts/site preparation recommendations, allowable soil bearing strengths, lateral earth pressures (active/passive) and other soils information that would be needed by the project architect and engineers to complete their designs. Prepare the report to satisfy the most current Title 24 requirements.
  - IV. Task 4 - Specifications: Prepare specifications relative to soils work. Specifications are to include, but not be limited to, specifications for grading, for backfilling, and for soil sub grade for pavements.
  - V. Task 5 - Review of Plans: Review of plans for conformance with geotechnical recommendations. Review of plans shall include, but not be limited to, review of grading plans and foundation plans. Preparation of review comments.
3. Perform soils testing and inspection during construction in accordance with Title 24, California Code of Regulations and the requirements of the Division of the State Architect, as

required by the individual project's DSA Form SSS 103-1, latest revision, and as required or requested by the District.

\*\*\* End of Scope of Services\*\*\*

## Exhibit B

### Unit Pricing Geotechnical Engineering and Soils Testing/Inspection Services

#### Schedule of Fees

##### Hourly Charges for Personnel

##### Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist .....	\$ 178	Senior
Engineer/Geologist/Environmental Scientist .....	\$ 168	
Senior Project Engineer/Geologist/Environmental Scientist .....	\$ 163	
Project Engineer/Geologist/Environmental Scientist .....	\$ 156	
Senior Staff Engineer/Geologist/Environmental Scientist .....	\$ 142	
Staff Engineer/Geologist/Environmental Scientist .....	\$ 126	GIS Analyst
.....	\$ 116	
Technical Illustrator/CAD Operator .....	\$ 116	

##### Field Staff

Nondestructive Examination Technician (UT, MT, LP) .....	\$ 102	Supervisory
Technician .....	\$ 102	
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing) .....	\$ 102	Senior
Technician .....	\$ 102	
Technician .....	\$ 102	

##### Administrative Staff

Information .....		
Specialist .....	\$68	
Geotechnical/Environmental/Laboratory Assistant .....	\$68	Data Processor
.....	\$ 68	

#### Other Charges

Concrete Coring Equipment (includes technician) .....	\$ 160/hr	
Anchor Load Test Equipment (includes technician) .....	\$97/hr	Inclinometer
.....	\$40/hr	
Hand Auger Equipment\$ 150/day .....		
Rebar Locator (Pachometer) .....	\$30/hr	
Vapor Emission Kit .....	\$40/kit	
Nuclear Density Gauge .....	\$15/hr	
X-Ray Fluorescence .....		\$ 450/day
PID/FID .....		\$ 140/day
Air Sampling Pump .....	\$ 45/day	
Field Vehicle .....	\$12/hr	
Direct Expenses .....		Cost plus 15%
Special equipment charges will be provided upon request.		

#### NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, Sundays or on holidays. Lead time for any requested service is 24 hours.



## Schedule of Fees for Laboratory Testing

### SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation – Time Rate, D 2435, CT 219	\$ 200
Direct Shear – Remolded, D 3080	\$ 350
Direct Shear – Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175

Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170

Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 422, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175

Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375

Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 422, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D., D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250

Unconfined Compression, D 2166, T 208	\$ 180
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### MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200

### REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
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### CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

### ASPHALT

Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyratory Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

### AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleaness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475

Fireproofing Density Test, UBC 7-6	\$ 90	Sand Equivalent, T 176, CT 217	\$ 125
Hardness Test, Rockwell, A 370	\$ 80	Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
High Strength Bolt, Nut & Washer Conformance,		Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	145
per assembly, A 325	\$ 150		\$
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175	Sodium Sulfate Soundness, C 88	\$ 450
Pre-Stress Strand (7 wire), A 416	\$ 170	Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75	Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 90		
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80		
		<b>ROOFING</b>	
		Roofing Tile Absorption, (set of 5), C 67	\$ 250
		Roofing Tile Strength Test, (set of 5), C 67	\$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate. Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.



Geotechnical & Environmental Sciences Consultants

May 23, 2019  
Proposal No. 02-01769

Lakeside Union School District  
c/o Ms. Tina Cullors  
Eric Hall & Associates  
5245 Avenida Encinas, Suite A  
Carlsbad, California 92008

Subject: Proposal for Annual On-Call Services  
Geotechnical, Special Inspection, and Materials Testing Services  
Lakeside Union School District  
Lakeside, California

Dear Ms. Cullors:

In accordance with your request, we are pleased to submit this proposal to provide geotechnical observation, special inspection, and materials testing services for the Lakeside Union School District. Based on our correspondence with you, we understand that the District is seeking a proposal from Ninyo & Moore to provide the noted services through an annual on-call contract. We anticipate that these services would be associated with the construction phases of various types of project. Furthermore, we anticipate that our services would be approved through project specific Task Orders.

## **PROPOSED SCOPE OF SERVICES**

Based upon our understanding of the requested services, we anticipate that the geotechnical observation, special inspection, and materials testing scope of services relating to the annual on-call services may include some or all of the following:

### **Coordination and Quality Control**

- Providing project coordination, technical support, and management services including the review of geotechnical reports, plans, specifications, distribution of test reports and dailies, and work scheduling.
- Regularly distributing test and inspection reports to the project team including the Project Inspector, Division of the State Architect (DSA) Field Representative, Structural Engineer, Architect, and Construction Manager through DSA Box website and in accordance with Title 24.
- Attending pre-construction and project meetings, as requested.



## Geotechnical Quality Assurance (Compaction Testing)

- Providing field observation and compaction testing services during earthwork operations including fill placement, subgrade preparation, trench and wall backfill, aggregate base placement, and pavement placement.
- Performing field observation and compaction testing services during asphalt concrete (AC) placement.
- Performing geotechnical laboratory testing on the materials used during the earthwork operations, including soils classification, sieve analysis, sand equivalent, expansion/consolidation potential, shear strength, corrosivity potential, R-value, and modified Proctor density relationships. Other geotechnical laboratory tests may be performed, as appropriate.
- Performing laboratory testing on the materials used during AC paving operations, including Hveem stability and unit weight as well as gradation and oil content by extraction, as appropriate.
- Performing geologic/engineering field services to observe shallow foundation excavations
- Performing geologic/engineering field services to observe drilling operations associated with the construction of pier foundations.
- Preparing daily field reports and memoranda to document the earthwork operations observed and the results of the field density testing.
- Reviewing for and preparing Geotechnical Verified Reports (DSA 293) for submittal to the Project Inspector, project team, and DSA as required for proper DSA 152 closeout.

## Materials Testing and Field Inspection

- Providing field technician services for sampling and labeling (red tagging) of construction materials such as reinforcing steel, concrete masonry units, high strength bolt assemblies, and cement.
- Providing American Concrete Institute (ACI) technician services for batch plant inspection during production of structural concrete and masonry grout including checking mix design, monitoring batch weights, sampling aggregates, and preparing batch plant inspection records.
- Providing ACI technician services for sampling and testing of fresh structural concrete, including testing for slump, temperature, air-content, unit weight, and casting of cylinders, as appropriate.
- Providing field (coring) technician services for core sampling of concrete masonry unit walls including cutting core, labeling, documenting, and transporting samples to our laboratory.



- Performing load and torque testing of post-installed anchors such as epoxy anchors and expansion bolts as well as pull testing of ceiling and splay wires.
- Performing non-destructive (ultra-sonic and/or magnetic particle) testing of critical welds.
- Preparing daily field reports to document the materials sampled and the field tests performed.
- Performing conformance laboratory testing on reinforcing steel, concrete masonry units, and high strength bolt assemblies as well as compressive strength testing of concrete, mortar, concrete masonry units, masonry prisms, and grout specimens along with shear bond testing of masonry wall cores.
- Reviewing for and preparing Final Laboratory Verified Reports (DSA 291) for submittal to the Project Inspector, project team, and DSA as required for proper DSA 152 closeout.

### **Specialty Inspection Services**

- Performing special inspection services during placement of reinforced concrete, if requested by the Project Inspector.
- Performing special inspection services during masonry unit layup and grouting.
- Performing special inspection services during fabrication shop welding, field welding, and field high-strength bolting operations.
- Performing special inspection services during application of fireproofing materials.
- Performing special inspection services during installation of post-installed anchors.
- Preparing daily field reports to document the items inspected.
- Reviewing for and preparing Final Laboratory Verified Reports (DSA 291) for submittal to the Project Inspector, project team, and DSA as required for proper DSA 152 closeout to address the special inspections performed.

### **FEES**

We anticipate that our services for this annual on-call contract will be subject to Prevailing Wages under Determination Year 2018-1D. Our geotechnical observation, special inspection, and materials testing services will be provided on a time-and-materials basis accrued in accordance with the attached Schedule of Fees.

If our proposal meets your approval, please forward your contract documents for execution. We appreciate the opportunity to submit this proposal and look forward to working with you as your on-call consultant.

Respectfully submitted,

**NINYO & MOORE**

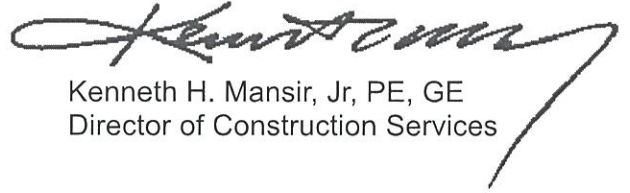


Jeffrey T. Kent, PE, GE  
Principal Engineer

JTK/KHM/gg

Attachment: Schedule of Fees

Distribution: (1) Addressee (via e-mail)



Kenneth H. Mansir, Jr, PE, GE  
Director of Construction Services

## Schedule of Fees for Laboratory Testing

### SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
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Durability Index, CT 229	\$ 175
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Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 422, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
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pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 422, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
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Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D, D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
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Brick Modulus of Rupture, C 67	\$ 50
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Concrete Block Conformance Package, C 90	\$ 500
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Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
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Superpave, Gyration Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
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Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

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Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
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Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

### ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.  
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.



# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** June 6, 2019

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**Agenda Item:**

Award consultant contract for Inspector of Record (IOR) Services in support of the bond modernization and new construction program.

**Background (Describe purpose/rationale of the agenda item):**

On May 22, 2019 a request for Inspector of Record (IOR) Inspection Services was emailed to Hendrix California School Construction Services and a proposal was received. These services are required by the Division of State Architect (DSA) to be provided for any DSA approved project and must be provided by a firm that is State of California certified. Hendrix Services meets these requirements and has worked for the District in the past. IOR services certify that the work shown on DSA approved plans meets the DSA and the California Building Codes standards. Contract for services will be held for one year on an as needed basis.

It is recommended that the Governing Board authorize staff to execute the contract with Hendrix California School Construction Services for Inspector of Record services to support the bond modernization and new construction program.

**Fiscal Impact (Cost):**

These services will be provided on an as needed basis not to exceed \$50,000.00

**Funding Source:**

Bond Fund - Measure L-Series B

**Addresses Emphasis Goal(s):**

☐ **#1:** Academic Achievement      ☐ **#2:** Social Emotional      ☒ **#3:** Physical Environments

**Recommended Action:**

<input type="checkbox"/> <b>Informational</b>	<input type="checkbox"/> <b>Denial/Rejection</b>
<input type="checkbox"/> <b>Discussion</b>	<input type="checkbox"/> <b>Ratification</b>
<input checked="" type="checkbox"/> <b>Approval</b>	<input type="checkbox"/> <b>Explanation:</b> <a href="#">Click here to enter text.</a>
<input type="checkbox"/> <b>Adoption</b>	

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**Originating Department/School:** Business Services

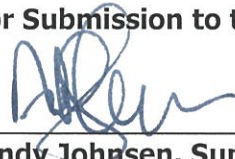
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**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**



**Erin Garcia, Assistant Superintendent**



**Dr. Andy Johnsen, Superintendent**

**Reviewed by Cabinet Member**



May 23, 2019

Tina Cullors  
Eric Hall & Associates  
5245 Avenida Encinas, Suite A  
Carsbad, CA. 92008

Ms. Cullors:

RE: Lakeside School District annual IOR services

In response to our phone conversation and e-mail of May 22, 2019, I propose to provide project inspection services to certify the work shown on the DSA approved plans that meets the DSA documents and the California Building Codes and is inspected to DSA standards and the approved documents beginning on or about July 1, 2019, utilizing 1 inspector for a price not to exceed \$90.00 per hour or \$720.00 per 8 hour day on an as need basis through June 30, 2020.

All work will be inspected per plans provided by the District and the pricing will be based on the construction time and days as required for each individual project. Any additional time based on unexpected delays of time created for any reason that will delay the contractor will be billed at the same hourly rate until completion.

Hendrix California School Construction Services has not reviewed any drawings and the proposal is based strictly on the conversations and e-mails referenced above. In the event the contractor does not complete their work within the time frame identified, the following hourly rates for the extended time will apply, Inspection \$90.00 per hour.

Additional services, if any, will be by mutual agreement, Hendrix California School Construction will bill for services rendered at the completion of each month specifying number of hours worked and the rate charged for that month in each category with payment due within 30 days and all checks are to be made payable to: L. L. Hendrix.

Thank you for your interest in our services



L. L. "Don" Hendrix, JD.  
Principal



**DSA CERTIFIED PROJECT INSPECTOR  
AND PLANS AND SPECIFICATIONS COMPLIANCE INSPECTION SERVICES**

THIS AGREEMENT ("Agreement") is made on this 6<sup>th</sup> day of June, 2019, by and between the LAKESIDE UNION SCHOOL DISTRICT located at 12335 Woodside Avenue, Lakeside, California 92040 (hereinafter "District"), a public school district organized under the laws of the State of California, and HENDRIX CALIFORNIA SCHOOL CONSTRUCTION SERVICES, located at BOX 26, SANTA YSABEL, CA 92070 (hereinafter "Consultant").

**RECITALS**

WHEREAS, The Consultant has experience and expertise in providing Division of State Architect (DSA) Certified Project Inspector and Plans and Specification Compliance Inspection Services for construction projects;

WHEREAS, The District desires that the Consultant provide DSA Project Inspector and Plans and Specifications Compliance Inspection Services for construction projects at various school sites within the District;

WHEREAS, Consultant represents itself able and, for a consideration, willing to perform the services required by the District;

NOW, THEREFORE, for and in consideration of the promises hereinafter contained, the parties agree as follows:

1. AVAILABILITY OF FUNDS AND BUDGET AND FISCAL PROVISION AND TERMINATION IN THE EVENT OF NON-APPROPRIATION.
  - a. This agreement is subject to the budget and fiscal provisions of the District, notwithstanding any other provision of this Agreement. This Agreement shall have no effect until the District has appropriated funds.
  - b. The amount of the District's obligation hereunder shall not at any time exceed the amount herein stated.
  - c. This agreement shall terminate without penalty at the end of any fiscal year in the event funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
  - d. This section controls against any and all other provisions of this Agreement.

2. TERM OF THE AGREEMENT

The agreement shall become effective beginning June 06, 2019 and shall terminate on or before June 30, 2020.

3. SERVICES CONSULTANT AGREES TO PERFORM

a. Consultant shall perform DSA Certified Project Inspector and Plans and Specifications Compliance Inspection Services for modernization and new construction work at various school sites within the District. The services covered by this Agreement are identified in Exhibit A.

b. A detailed level of effort proposal will be requested for the projects for which services are to be provided. The Consultant's Proposal shall be submitted using the Unit Pricing and Estimate Sheet attached as Exhibit B, along with supporting documentation as needed. Upon reaching a consensus with respect to the types of services and level of effort for each tasking, a Work/Services Authorization letter, with a "Not to Exceed" compensation amount, will be issued by the District for the designated services. (See attached Exhibit C, sample of Work/Services Authorization letter.) The actual level of effort and timing of accomplishment of the services required will be as directed by the designated Project Manager or Construction Contract Manager. The designated level of effort and/or the authorized compensation for each Work/Services Authorization shall not be exceeded without a written Amendment to the Work/Services Authorization.

c. Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

d. Substitution of Key Personnel. Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: Don Hendrix (DSA Inspector).

e. District's Representative. The District hereby designates Erin Garcia, Assistant Superintendent, Business Services and her designee Todd Owens, Director of Maintenance, Operations and Transportation to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on



behalf of the District for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than the District's Representative or her designee.

f. Consultant's Representative. Consultant hereby designates Don Hendrix, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

g. Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

h. Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub-consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and sub-consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be reemployed to perform any of the Services or to work on the Project.

i. Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and



without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers,

employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

4. COMPENSATION

The Consultant shall be paid at the rates listed in Exhibit B. Invoices shall be submitted monthly, by the 10<sup>th</sup> of the month for services provided in the immediately preceding month and include a breakdown of charges and records of services performed. For hourly services, there shall be no minimum level of effort hours per service. Separate invoices shall be submitted for each Project, Work/Services Authorization, and Purchase Order.

The Consultant shall submit the following information and documentation as part of all invoices:

- a. Location (School Name)
- b. Project Description (Project Name)
- c. Project Number
- d. Work/Services Authorization Number
- e. Purchase Order Number (Refer to the Purchase Order sent directly to the Consultant from the District Purchasing Department.)
- f. Copies of daily reports for services performed at site during the invoice period. Reports shall include date, start time and finish time, work being performed by contractors and the number of personnel performing work in each trade.

Failure to provide the required information and documentation will cause an invoice to be deemed unacceptable. When required information is not provided the invoice will be returned for correction and the documentation will be requested in writing. Processing of invoices will proceed when the required information and documentation are provided and are acceptable.

Payments shall be made in a reasonable time upon receipt of acceptable invoices and validation that the services have been rendered as set forth in Article 3 of this Agreement and Exhibit A attached hereto. The total compensation to be paid to the Consultant under this Agreement shall not exceed Fifty Thousand Dollars (\$50,000) per 12-month period. This amount may be increased provided there is prior written modification to this Agreement.

It shall be the responsibility of the Consultant to ensure that accumulated fees for services do not exceed the total compensation included in the Agreement. Work performed that will cause the Agreement amount to be exceeded shall not be compensated.

5. TERMINATION

a. It is expressly understood and agreed that in the event the Consultant or the District fails to perform its obligations under this Agreement, this Agreement shall be terminated, and all the Consultant's/District's rights hereunder ended. Termination shall be upon ten (10) days written notice to the defaulting party, and no work will be undertaken after the date of receipt of the notice. In the event this Agreement is terminated by the District pursuant to this paragraph, the Consultant shall be paid for services performed up to the date of the termination.

b. It is further understood and agreed that the District may terminate this agreement for the District's convenience and without cause at any time by giving the Consultant thirty (30) days written notice of such termination. In such an instance, the Consultant shall be entitled to compensation for services performed up to the effective date of termination.

c. Upon receipt of written notice that this Agreement is terminated, the Consultant will submit an invoice to the District for an amount which represents the value of services actually performed to the date of termination for which the Consultant has not previously been compensated and as per paragraph 4 above. Upon approval and payment of this invoice by the District, the District shall be under no further obligation to the Consultant monetarily or otherwise.

6. INDEPENDENT CONSULTANT

The Consultant shall be deemed at all times to be an independent Consultant and shall be wholly responsible for the manner in which he performs the service required of him under the terms of this Agreement. The Consultant shall be liable for any act or acts of his own, or his agents or employees, and nothing contained herein shall be construed as creating the relationship of employer and employee between the District and the Consultant or their agents and employees.

7. MODIFICATION OF AGREEMENT

This Agreement may be amended in writing by mutual consent of the parties. Changes, including any increase or decrease in the total not to exceed compensation to be paid to the Consultant, shall only be effective upon the execution of a duly authorized written amendment to this Agreement.

8. SUBCONTRACTING

The Consultant is prohibited from subcontracting this Agreement or services unless such subcontracting is agreed to in writing and executed in the same manner as this Agreement. No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party of this Agreement, and violation of this provision shall confer no rights on any party and shall be void.



9. ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION

Should any question arise as to the meaning and intent of the Agreement, the matter shall, prior to any action or resort to any other legal remedy, be referred to the District's Superintendent, who shall decide the true meaning and intent of the Agreement.

10. BANKRUPTCY

In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at option of the other party, this Agreement shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

11. CONSULTANT'S DEFAULT

Failure or refusal of the Consultant to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy available to the District, this contract may be terminated by the District pursuant to the terms of Section 5a herein. Such termination shall not waive any other legal remedies available to the District.

12. CONFLICT OF INTEREST

Consultant understands the following and certifies that it does not know of any facts which constitutes a violation:

a. Consultant hereby certifies that no current Board of Education member or employee of the LAKESIDE UNION SCHOOL DISTRICT, and no one who has been a Board of Education member or who has been employed by the LAKESIDE UNION SCHOOL DISTRICT within the past two years, has participated in bidding, selling or promoting this contract. Furthermore, Consultant certifies that no such current or former Board of Education member or employee has an ownership interest in this contract, nor shall any such current or former Board of Education member or employee derive any compensation, directly or indirectly, from this contract. Consultant understands that any violation of this provision of the contract shall make the agreement voidable by the District.

b. Government Code of the State of California, Section 87100 et. seq. Public officials; state and local; financial interest:

No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a

financial interest.

13. SEVERABILITY

If any term or provision of this contract shall be found illegal or unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

14. AGREEMENT MADE IN CALIFORNIA

This Agreement shall be deemed to be made in, and shall be construed in accordance with, the laws of the State of California.

15. INDEMNIFICATION

The Consultant shall defend, indemnify and hold harmless the District, its Board, officers and employees of the District, and representatives or agents of the District to include the Program Manager, the Project Architect and their employees and consultants from and against all claims, costs, lawsuits and damage arising out of the negligent acts, errors or omissions of the Consultant to all persons, corporations, and partnerships including but not limited to employees of the Consultant and heirs of employees of the Consultant and employees and heirs of employees of the District arising out of and in the course of the performance of this Agreement. This liability shall not lie in instance where the damages are caused by the sole negligence or intentional tort of the District or its employees.

16. INSURANCE

a. Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any sub-consultant to commence work on any subcontract until it has provided evidence satisfactory to the District that the sub-consultant has secured all insurance required under this section.

b. Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or sub-consultants. Consultant shall also require all of its sub-consultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad



as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

- (2) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.
- (3) Professional Liability. Consultant shall procure and maintain and require its sub-consultants to procure and maintain for a period of five (5) years following completion of the Project errors and omissions liability insurance appropriate to its profession. Such insurance shall be in an amount not less than \$1,000,000 per claim and shall be endorsed to include contractual liability. Note: Contractual liability may be endorsed under the GCL policy, per LUSD insurance administrator (5.26.15)

e. Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

- (1) General Liability. The general liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.



- (2) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.
- (3) General Liability, Auto Liability, and Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.
- (4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

- f. Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such

insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

- g. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VIII, licensed to do business in California, and satisfactory to the District.
- h. Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the District if requested. All certificates and

endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

17. PROPRIETARY INFORMATION OF DISTRICT

The Consultant understands and agrees that, in the performance of the work of services under this Agreement or in contemplation thereof, the Consultant may have access to private or confidential information which may be owned or controlled by the District and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District. The Consultant agrees that all information disclosed by the District to the Consultant shall be held in confidence and used only in performance of the Agreement. The Consultant shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

18. NOTICES TO THE PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered as follows:

TO THE DISTRICT:            LAKESIDE UNION SCHOOL DISTRICT  
  
  Attention: Erin Garcia, Assistant Superintendent  
  
  12335 Woodside Avenue  
  
  Lakeside, CA 92040

TO THE CONSULTANT:    HENDRIX California School Construction Services  
  
  Attention: Don Hendrix  
  
  Box 26  
  
  Santa Ysabel, CA 92070-0026

19. WAIVER

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

20. ASSIGNMENT

It is understood and agreed that the services to be performed by the Consultant are personal in character and neither this agreement nor any duties or obligations hereunder shall be assigned or delegated by the Consultant without the prior consent of the District.



21. OWNERSHIP OF THE RESULTS

Any interest of the Consultant in studies, reports, memoranda, computation sheets or other documents prepared by the Consultant in connection with services to be performed under this Agreement shall become the property of and will be transmitted to the District. However, the Consultant may retain and use copies for reference and as documentation of its experience and capabilities.

22. AUDIT AND INSPECTION OF RECORDS

The Consultant agrees to maintain and make available to the District accurate books and accounting records relative to its activities under this Agreement. The Consultant will permit the District to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. The Consultant shall maintain such data and records in an accessible location and condition for a period of not less than three years after final payment under this Agreement or until after final audit has been resolved, whichever is later.

23. FINGERPRINTING REQUIREMENTS

Limited Contact With Students. District Determination of Fingerprinting Requirement Application.

a. Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving More than Limited Contact with Students.

If the District determines based on the totality of the circumstances concerning the Project that the Consultant and Consultant's employees are subject to the requirements of Education Code Section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have contact other than limited contact with pupils, by execution of the Contract, the Consultants acknowledges that Consultant is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school facility where the Consultant and/or Consultants' employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation. In accordance with Education Code Section 45125.2 the Consultant shall, at Consultant's own expense, (a) install a physical barrier to limit contact with students by Consultant and/or Consultant's employees, or (b) provide for the continuous supervision and monitoring of the Consultant and/or Consultant's employees by an employee of the Consultant who has received fingerprint clearance from the California Department of Justice, or (c) provide for the surveillance of the Consultant and Consultant's employees by a District employee.



b. Contracts for Construction, Reconstruction Rehabilitation or Repair of a School Facility Involving Only Limited Contact With Students.

If the District determines based on the totality of the circumstances concerning the Project that the Consultant and Consultant's employees are subject to the requirements of Education Code Section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have only limited contact with pupils, by execution of the Contract, the Consultant acknowledges that Consultant is entering into a contract for the construction, reconstruction, rehabilitation or repair of a school facility involving only limited contact with students. Accordingly, the parties agree that the following conditions apply to any work performed by the Consultant and/or Consultant's employees on a school site: (1) Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Consultant and/or Consultant's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location Consultant and/or Consultant's employees shall not change locations without contacting the school office; (4) Consultant and Consultant's employees shall not use student restroom facilities; and (5) If Consultant and/or Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work.

24. SECTION HEADINGS

The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

25. CALIFORNIA LABOR CODE REQUIREMENTS

Consultant is aware of the requirements of California Labor Code Sections 1720 et. seq. and 1770 et. seq., as well as California Code of Regulations, Title 8, Section 16000 et. seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. The Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. A copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement are 12335 Woodside Avenue, Lakeside, CA 92040. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims.

The above obligations include compliance with all of the Department of Industrial Relations' (DIR) contractor registration requirements set forth in Labor Code Section 1725.5, and 1771.1. Consultant shall also ensure compliance with these requirements by all of its subcontractors or sub-consultants at all times. Consultant shall provide written evidence of compliance with the DIR registration requirements by all such subcontractors/sub-consultants upon request by the District. All such public works shall also be subject to prevailing wage compliance monitoring and enforcement by the DIR, including but not limited to submission of certified payrolls as required by DIR. \_

26. EQUAL OPPORTUNITY EMPLOYMENT.

- a. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any sub-consultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of District's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

27. LABOR CERTIFICATION.

- a. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

28. NO THIRD-PARTY BENEFICIARIES.

- a. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

29. ATTORNEY'S FEES.

- a. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

30. TIME IS OF THE ESSENCE.

- a. Time is of the essence for each and every provision of this Agreement.



31. COOPERATION; FURTHER ACTS.

- a. The parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

32. SAFETY.

- a. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and sub-consultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

33. ENTIRE AGREEMENT

- a. All of the Agreement between the parties is included herein and no warranties, expressed or implied, representations, promises, or statements have been made by either party unless endorsed herein in writing, and no change or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as this agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the year and date first above written:

HENDRIX California School  
Construction Services

By: \_\_\_\_\_  
Don Hendrix  
President

LAKESIDE UNION SCHOOL DISTRICT

By: \_\_\_\_\_  
Erin Garcia, Assistant Superintendent  
Business Services

Consultant's DIR Registration #  
  
\_\_\_\_\_



Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### Scope of Work

#### DSA Certified Project Inspector and Plans and Specifications Compliance Inspection Services

The Scope of Work and General Requirements and Procedures are as follow:

1. Perform the services of Project Inspector in accordance with California Building Standards Administration (Title 24, Part 1), Sections 4-211, 4-333, 4-334, 4-336, 4-337, 4-342 & 4-343, and California Education Code, Sections 17309 & 81141, which include:
  - a. Personal monitoring of the work performed by the construction contractor or contractors for the project. The work to be monitored shall include all structural and non-structural portions of the work, including but not limited to electrical, mechanical, plumbing, millwork, doors, windows and other architectural work.
  - b. Submission of the Semi-Monthly Reports, Verified Reports, and other required reports.
  - c. Maintenance of files, records, and other documents at the Project worksite
  - d. Oversight of the Special Inspections and Sampling and Testing of Materials and Work-in-Place.
2. Develop and implement an inspection plan for monitoring construction contractor's work and verifying compliance with the quality and workmanship standards specified in the Construction Contract Plans and Specifications. The scope of this service includes inspection to determine compliance with all contract drawings and specification requirements, whether or not code compliance related, including compliance with approved submittals and Architect Supplemental Instructions. The inspection plan shall be coordinated with the contractor's construction schedule.
3. Schedule and coordinate the Special Inspections and Testing required to be performed for the work by other firms under contract with the District. Verify the completion of the required Special Inspections and Testing and collect and distribute all Special Inspection and Testing reports to the Construction Contract Manager, the Architect, and the required files. Maintain a log of Special Inspections and Testing by recording, at a minimum information pertaining to type of service, date and time performed, and the results.
4. Prepare daily Inspection Reports for the work. The daily Inspection Reports shall record all applicable information indicated on the special form, shall be completed no later than the following workday, and copies shall be provided to the

Construction Contract Manager for the District and Contractor and the Architect. The daily Inspection Reports shall be prepared electronically using the District provided Project Management software, Prolog Manager. (Refer to sample "Inspector's Daily Report".)

5. Prepare and issue to the Construction Contractors, as required, written Notices of Non-Compliance. The Form shall be completed, provided to the Contractor, and copies distributed to the Construction Contract Manager and the Architect. A log of Non-Compliance Notices issued, and actions completed for correction shall be monitored and records maintained by the Project Inspector. The Notices of Non-Compliance and the Tracking Log shall be prepared and maintained electronically using the District provided Project Management software, Prolog Manager. (Refer to sample "Notices of Non-Compliance".)

The services and documentation specified in paragraphs 3, 4, and 5 shall include that required for Quality Assurance of all work defined by the construction contract plans and specifications, in addition to that required by Title 24 and DSA Project Inspector roles and responsibilities.

16. Review and make recommendations to the Construction Contract Manager regarding acceptability of Construction Contractor's progress Payment Requests.
17. Review at least monthly and make recommendations regarding suitability, the Construction Contractor prepared and maintained mark-up of drawings and specifications representing "as-built" conditions and approved changes.
18. The Project Inspector will provide all the required "tools of the trade", including a computer configured for interfacing with the District provided Project Management software, Prolog Manager. The District will provide office space with utilities, office furniture and furnishings, land-line telephone service, internet connection (to connect to Prolog Manager) and access to fax and copying equipment.
19. Attend and participate in construction contract work Progress meetings and other specially called meetings as requested by the LUSD Project Manager, Construction Contract Manager and/or Architect.
20. The services shall be performed at the hourly billing rates included in Exhibit B.
21. Invoices and statements shall designate "inspection" or "testing" for each line item when appropriate.
22. Invoices and statements shall be addressed and sent to:  
Aimee McReynolds  
Account Clerk III



## EXHIBIT B

### *Unit Pricing & Estimate Sheet*

#### DSA Certified Project Inspector and Plans and Specifications Compliance Inspection Services

Services Description	Rate	Estimated Hours	Estimated Amount
Class 1 DSA Certified Inspector	\$		
Class 2 DSA Certified Inspector	\$		
Class 3/4 DSA Certified Inspector	\$		
Project Administrative Assistant	\$		
DSA Approved Assistant Inspector Services	\$		
Non-DSA Inspector Services	\$		
Mileage Reimbursement Fee for Travel among multiple LUSD sites for assigned projects*	\$		

#### Notes:

1. Travel time shall not be charged to the District.
2. Escalation for Multi-Year Contracts:

Fees and unit prices listed in the Unit Pricing & Estimate Sheet shall be adjusted yearly according to the U.S. City Average, 12 Months Percent Change, Unadjusted, All Items Consumer Price Index for All Urban Consumers (CPI-U), for the base period 1982-84 = 100 available from the Bureau of Labor Statistics, U.S. Department of Labor ([www.bls.gov/cpi/](http://www.bls.gov/cpi/)).

The base contract fees and unit prices shall be in effect from the date this agreement was made, as shown in the first paragraph of the agreement, for one year. Following the first year, yearly adjustments for escalation of the CPI shall be made using the CPI value for the month the contract was made. No adjustment will be made should the CPI-U be equal to or less than zero.

\* Shall be based on the current IRS standard mileage rate

## EXHIBIT C

### IOR INFORMATION

### WORK/SERVICES AUTHORIZATION

Authorization No. LUSD Project No., Dated XXXX

For

Agreement: DSA Project Inspector and Plans and Specifications Compliance Inspection Services	Agreement No.: LUSD Project No.
Issued to: IOR FIRM	
Project Description: Description	Location: Name of School
LUSD Project No: XXX-XXX	
DSA File No. XX-XX	DSA Application No. 04-XXXXXX

Please accept this Work/Services Authorization (W/SA) as Notice to Proceed with the following scope of services for the Project identified above.

The monetary amount of this W/SA is not to exceed \_\_\_\_\_ Dollars (\$XXX.00) and is based on the level of effort and specific services itemized in the attached Exhibit B, Unit Pricing & Estimate Sheet.

This W/SA is provided to you pursuant to Article 3 of the Agreement identified above, and the services shall be accomplished in accordance with all the terms and conditions of the Agreement and the attached Exhibit A, Scope of Services.

LAKESIDE UNION SCHOOL DISTRICT

\_\_\_\_\_  
Erin Garcia  
Assistant Superintendent of Business

Date: \_\_\_\_\_

Attachments:      Exhibit A: Scope of Work  
                         Exhibit B: Unit Pricing and Estimate Sheet

**INSPECTOR'S DAILY REPORT (sample)**

LUSD Bond Construction Program Mgmt. Group			Date:
Project Title:			
Project No.		Contract No.:	DSA Application No.:
Report No.:			
Contractor:		PM/Supt.:	
Weather:			
Temp. Range:		Weather Effects:	
Contract Time		Visitors to Project Site:	
Days Elapsed		Materials Rec'd:	
Days Remaining		Meetings Held:	
Contractor Work Force			
No. of Workers	Employer	Trade	Location & Description of Work Performance Observed:
Special Inspections/Tests Performed			Location/Element of Work
			Non-Compliance Notices
Inspector's Remarks:			
Inspector Signature/Date			



## NOTICE OF NON-COMPLIANCE (sample)

LUSD Bond Construction Program Mgmt. Group		Date:	
Project Title:			
Project No.	Contract No.:	DSA Application No.:	
Notice No.:		Contractor:	PM/Supt.:
Contract Requirement & Description of Non-Compliance:			
		Project Inspector Signature	
Contractor's Response:			
		Contractor's Signature / Date	
Architect's Review/Approval of Proposed Corrective Action:			
		Architect's Signature / Date	
Verification that Non-Conforming Condition has been corrected:			
Project Inspector / Date		Const. Project Manager / Date	

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** June 6, 2019

---

**Agenda Item:**

Authorize Staff to enter into contract with Western Flooring Inc. to refinish and repair wood floors at Lakeside Middle School.

**Background (Describe purpose/rationale of the agenda item):**

Under the Public Contract Code school districts are authorized to negotiate small purchase contracts under \$60,000.00. We received one quote to refinish and repair hard wood floors at Lakeside Middle School in the amount of \$31,902.50.

It is recommended that the Governing Board authorize Staff to enter into a contract with Western Flooring in the amount of \$31,902.50. The amount of the bid is within the cost estimate and budget and is considered fair and reasonable.

**Fiscal Impact (Cost):**

\$31,902.50

**Funding Source:**

Bond Fund - Measure L, Series B

**Addresses Emphasis Goal(s):**

☐ #1: Academic Achievement      ☐ #2: Social Emotional      ☒ #3: Physical Environments

**Recommended Action:**

☐ Informational      ☐ Denial/Rejection  
☐ Discussion      ☐ Ratification  
☒ Approval      ☐ Explanation: [Click here to enter text.](#)  
☐ Adoption

---

**Originating Department/School:** Business Services

**Submitted/Recommended By:**

  
Erin Garcia, Assistant Superintendent

**Approved for Submission to the Governing Board:**

  
Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member 

# Western Flooring, Inc.

P.O. Box 323, Pine Valley, CA 91962

Ph: 858-560-5557 Fax: 858-560-5558

Lic. 790953

## PROPOSAL & CONTRACT

DIR#1000003175

<b>To:</b> Lakeside Union School District 12335 Woodside Ave. Lakeside, Ca. 92040
--

<b>Job Name:</b> Lakeside Middle School 11833 Woodside Ave. Lakeside, Ca. 92040
--

DATE:			
5/29/19	Scope of work		
Quantity	Description	Unit Price	Amount
6750sf	Sand maple flooring in classrooms 14-20 and storage rooms to bare wood using standard MFMA practices and apply one coat of Bona DTS sealer. Abrade seal coat with 150 grit screens, clean dust and debris from floor and apply three coats of Bona Traffic, satin water based polyurethane.		
6750sf	Labor	\$2.00	\$13,500.00
6750sf	Finish materials	\$1.75	\$11,812.50
50hrs	Remove and reset classroom furniture.	\$75.00	\$3,750.00
<i>Price includes prevailing wage rates</i>			
<i>Price excludes: Attendance office. Flooring replacement. Base or base shoe.</i>			
Sub Total:			\$29,062.50
Freight/Delivery Charge:			\$0.00
Total bid amount:			\$29,062.50
Alt #1	Repair 40sf of wood floor in Attendance offices and sand and finish wood floor as described in scope of work above.		Add \$2840.00 to total bid amount.

Acceptance of Price(Sign Here):

**Note:** The proposal amount above is a discounted cash price. Should payment be made with a Visa or MasterCard a 3% fee will be added to the total due.

Services rendered are due and payable upon completion of work. Western Flooring, Inc. reserves the right to charge late fees on all unpaid balances after 30 days from completion of work.

Items not specifically mentioned above are considered to be expressly excluded. Additional items will be considered as extras to the above scope of work, thus necessitating a price adjustment. In some cases, projects may be invoiced for work completed or materials delivered and are due & payable upon receipt.

### WARNING

DRILLING, SAWING, SANDING OR MACHINING WOOD PRODUCTS GENERATES WOOD DUST, A SUBSTANCE KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER. AVOID INHALING WOOD DUST OR USE A DUST MASK OR OTHER SAFEGUARDS FOR PERSONAL PROTECTION.---CALIFORNIA HEALTH AND SAFETY CODE SECTION 25249.6



# Western Flooring, Inc.

P.O. Box 323, Pine Valley, CA 91962

Ph: 858-560-5557 Fax: 858-560-5558

Lic. 790953

## Warranties and exclusions:

We agree to repair or replace, or cause to be repaired or replaced, any or all of our work which may prove to be defective in workmanship within a one year period from the completion date. Problems resulting from ordinary wear and tear and unusual abuse or neglect are exempted from warranty. If a dispute arises as a result of this proposal, prevailing party shall be awarded reasonable attorney's fees. Western Flooring, Inc. will not be liable for movement of wood flooring (i.e. cupping or cracking) due to excessive or diminished humidity levels. Western Flooring will not be liable for sanding through veneer when sanding engineered floors. Western Flooring does not guarantee color matching. Unless otherwise stated, there is no warranty offered on the process of screening and re-finishing wood floors. Any changes requested by customer after installation will be billed to customer on a time and materials basis. Price assumes one mobilization; if jobsite is not ready when scheduled and materials and/or labor are delivered to site, a \$300.00 trip charge will be charged per mobilization. All work to be completed in a workmanlike manner according to standard practices. All agreements contingent upon strikes, accidents or delays beyond our control.

It is hereby mutually agreed that Western Flooring Inc. shall not be held responsible or liable for any monetary loss, damages or inconveniences from underlying moisture emissions not detected at the time of installation, efforts have been made to detect such a problem and are therefore not warranted.

No two floor boards will be identical. Variations in appearance are completely normal. Hardwood flooring is a beautiful product of nature, which is characterized by distinctive variations in grain and color. These variations in color and grain should not be seen as flaws, but embraced as nature showcases its beauty and uniqueness. Hardwood Floorings are manufactured according to accepted industry standards, which permit a defect tolerance of 5%. Color variations, graining ranges & moisture affect wood flooring, and controlled environment should be maintained (60 to 80f and 35 to 50rh respectfully) before, during and after the installation of wood flooring. Flooring inspectors recommend inspecting the floor from a standing position in normal lighting to identify irregularities.

Respectfully Submitted by:



Duane Johnson, President

By signing below, I acknowledge that I accept, understand and received the all of the terms and conditions of this proposal.

---

Name and Title

Today's Date

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** June 6, 2019

---

**Agenda Item:**

Approval is requested of Amendment #4 to the Agreement with Eric Hall and Associates.

**Background (Describe purpose/rationale of the agenda item):**

Approval is requested of an amended agreement with Eric Hall and Associates (EH&A) effective July 1, 2019 to revise EH&A's scope of service to include a project manager, facilities and bond program administration and a State School Facility program representative. The amended agreement will increase the monthly amount from \$4,800 a month to \$6,600 a month with an additional day of support each month.

**Fiscal Impact (Cost):**

Additional \$1,800 a month for a total of \$6,600 monthly

**Funding Source:**

Bond

**Addresses Emphasis Goal(s):**

☐ #1: Academic Achievement

☐ #2: Social Emotional

☒ #3: Physical Environments

**Recommended Action:**

☐ Informational

☐ Denial/Rejection

☐ Discussion

☒ Ratification

☒ Approval

☐ Explanation: [Click here to enter text.](#)

☐ Adoption

---

**Originating Department/School:** Business Services

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**

  
Erin Garcia, Assistant Superintendent

  
Dr. Andy Johnsen, Superintendent

**Reviewed by Cabinet Member** 



HELPING SCHOOL DISTRICTS MEASURE UP

***Professional Services Agreement  
Lakeside Union School District  
Facilities Support Services***

***Amendment #4***

This amendment revises the Professional Services Agreement dated January 20, 2017 and amended on May 17, 2018 between Eric Hall & Associates (EH&A) and the Lakeside Union School District (District). This amendment is effective July 1, 2019 and includes an additional scope of services and work plan and a corresponding change in compensation.

EH&A proposes to continue to assist the district in managing its facility program and to provide support and guidance in the Measure L Bond program. Guidance and support shall include project management, budget and calendar development and management, program administration and liaison services as well as funding approvals from the State. EH&A will also coordinate with local agencies in the areas of communications and compliance.

**The scope of services shall be revised to include the following:**

***1. Project Manager and Owners Representative:***

*Serve as the District's representative with contractors, consultants, architects and State Agencies. Support the District and the efficient management and allocation of resources in the following areas:*

- a. Develop a scope of work for each project
- b. Request proposals and negotiate fees with each architect
- c. Coordinate the design effort with each school site
- d. Serve as the point of contact for school site personnel during design and construction
- e. Attend all design review meetings and answer for all design questions
- f. Review and recommend approval of all architect invoices
- g. Ensure architects stay on schedule and within budget
- h. Serve as the point of contact for all contractors during construction for RFI's and change orders
- i. Attend all weekly planning and construction meetings
- j. Review and recommend approval of all contractor invoices
- k. Coordinate with inspectors and review weekly and monthly reports/approve invoices





***Compensation and Payment Terms***

Compensation for EH&A shall be on a flat fee contract price based upon the amount of time and number of days necessary to perform the expanded scope of services and work plan as identified.

Compensation for EH&A shall be amended from \$4,800 for 3 days a month EH&A support to a contract price of \$6,600 per month for 4 days a month of EH&A support.

The amended contract price is based upon a daily rate of \$1,650 per day and includes the time of all EH&A Associates and travel and expense as required for EH&A to perform the scope of services.

FOR THE CONSULTANT:

Eric J. Hall  
President  
Eric Hall & Associates  
April 24, 2019

FOR THE DISTRICT:

Erin Garcia  
Assistant Superintendent, Business Services  
Lakeside Union School District  
Date \_\_\_\_\_

# LAKE SIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** June 6, 2019

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**Agenda Item:**

Approval is requested of the First Amendment to the Master Agreement with Studio WC Architectural Services

**Background (Describe purpose/rationale of the agenda item):**

Approval is requested to enter into agreement labeled as "First Amendment to the Master Agreement" with Studio WC Architectural Services to add design services for two projects as listed in the Scope of Service (attached), a new Multipurpose Facility at Tierra Del Sol and Modernization of the Central Kitchen.

**Fiscal Impact (Cost):**

Not to Exceed \$425,000

**Funding Source:**

Bond

**Addresses Emphasis Goal(s):**

☐ #1: Academic Achievement      ☐ #2: Social Emotional      ☒ #3: Physical Environments

**Recommended Action:**

<input type="checkbox"/> Informational	<input type="checkbox"/> Denial/Rejection
<input type="checkbox"/> Discussion	<input checked="" type="checkbox"/> Ratification
<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Explanation: <a href="#">Click here to enter text.</a>
<input type="checkbox"/> Adoption	

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**Originating Department/School:** Business Services

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**

  
Erin Garcia, Assistant Superintendent

  
Dr. Andy Johnsen, Superintendent

**Reviewed by Cabinet Member** 

**FIRST AMENDMENT TO  
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES**

THIS FIRST AMENDMENT ("First Amendment") is made and entered into this sixth day of June, 2019, by and between the **LAKESIDE UNION SCHOOL DISTRICT**, (hereinafter referred to as the "District"), and **StudioWC** (hereinafter referred to as "Architect").

**RECITALS**

**WHEREAS**, on or about **February 14, 2019**, the District and Architect entered into a Master Agreement For Architectural Services (the "Agreement") with Architect for provision of architectural services on the District-Wide Bond Program (collectively, the "Project"), with work to be assigned to Architect upon mutual written amendment to the Agreement as specific architectural work for specific components of the Project; and

**WHEREAS**, the District has now identified the need for architectural services pursuant to the Agreement for the following component(s) of the Project: **CONSTRUCT NEW MULTI-PURPOSE FACILITY at Tierra Del Sol Middle School and MODERNIZE CENTRAL KITCHEN WITH NEW DESIGN**; and

**WHEREAS**, the Agreement permits the District and Architect to amend the terms and conditions of the Agreement upon mutual written agreement of the Parties; and

**WHEREAS**, the District and Architect now desire to amend the Agreement to explicitly memorialize the mutually agreed upon scope of work and fee for Architect to provide design services for the component(s) of the Project identified above.

**AGREEMENT**

**NOW, THEREFORE**, in good and valuable consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Amendment Terms.

1. The Agreement is hereby amended as follows:
  - a. The Parties have agreed that the scope of work for the design services for the assigned component(s) of the Project shall be as described in **Exhibit "A"** to this Amendment. Except as expressly detailed and/or set forth in **Exhibit "A,"** all such design services shall at all times be fully compliant with all terms and conditions of the original Agreement, including, but not limited to the standard requirements for design services set forth therein.
  - b. The Architect's compensation shall be a flat not-to-exceed fee of Four-Hundred and Twenty-Five Thousand Dollars (\$425,000.00).
2. This First Amendment shall only be effective upon the execution by both the District and Architect.



3. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. This First Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the original Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have, by their duly authorized representatives, executed this First Amendment to the Agreement for Architectural Services, as of the month, day and year first above written.

**LAKESIDE UNION SCHOOL DISTRICT**

**STUDIO WC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **CONSTRUCT NEW MULTIPURPOSE FACILITY AT TIERRA DEL SOL ES**

The scope of work for this project is to provide full design and construction administrative services to replace an existing undersized Multi-purpose room with a new facility that will accommodate instruction for Physical Education, Band, Drama, Theater, and be used for assemblies and additional food service capabilities.

#### **MODERNIZE CENTRAL KITCHEN**

The scope of work for this project is to take a new equipment design prepared by Orness Design Group and provide a facility design, cost estimate and phasing plan for modernizing of the district Central Kitchen. All work to be completed within the District allocated budget.

# LAKE SIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** June 6, 2019

---

**Agenda Item:**

Approval of Resolution No. 2019-24 regarding the Bond project of the Tierra Del Sol Multipurpose Room.

**Background (Describe purpose/rationale of the agenda item):**

Approval is requested of the attached Resolution No. 2019-24 approving the Tierra Del Sol Multipurpose Room project to replace the existing structure with a new facility that will better accommodate Lakeside students. The resolution also establishes California Environmental Quality Act (CEQA) Categorical Exemption findings, which the District has determined the project is exempt from findings and therefore the project will not have a significant effect on the environment. The District will file a notice of exemption after the approval of the attached resolution. Lastly, the resolution seeks approval of the amendment to the Architectural Agreement regarding the Tierra Del Sol project (separate board item).

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

Bond

**Addresses Emphasis Goal(s):**

☐ **#1:** Academic Achievement      ☐ **#2:** Social Emotional      ☒ **#3:** Physical Environments

**Recommended Action:**

<input type="checkbox"/> <b>Informational</b>	<input type="checkbox"/> <b>Denial/Rejection</b>
<input type="checkbox"/> <b>Discussion</b>	<input checked="" type="checkbox"/> <b>Ratification</b>
<input checked="" type="checkbox"/> <b>Approval</b>	<input type="checkbox"/> <b>Explanation:</b> <a href="#">Click here to enter text.</a>
<input type="checkbox"/> <b>Adoption</b>	

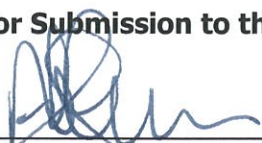
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**Originating Department/School:** Business Services

**Submitted/Recommended By:**

  
\_\_\_\_\_  
**Erin Garcia, Assistant Superintendent**

**Approved for Submission to the Governing Board:**

  
\_\_\_\_\_  
**Dr. Andy Johnsen, Superintendent**

**Reviewed by Cabinet Member** 



**RESOLUTION NO. 2019-24**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE LAKESIDE UNION SCHOOL DISTRICT APPROVING THE TIERRA DEL SOL MIDDLE SCHOOL MULTIPURPOSE ROOM PROJECT, MAKING CALIFORNIA ENVIRONMENTAL QUALITY ACT CATEGORICAL EXEMPTION FINDINGS, APPROVING AN AMENDMENT TO AN AGREEMENT FOR ARCHITECTURAL SERVICES AND APPROVING THE EXPENDITURE OF BOND PROCEEDS FOR THE PROJECT**

**WHEREAS**, the Lakeside Union School District ("District") is a school district duly created, established and authorized to exercise its powers under and pursuant to the California Constitution and Education Code section 35000 *et seq.*; and

**WHEREAS**, the District proposes the construction of a new multi-purpose room at the Tierra del Sol Middle School located at 96111 Petite Lane, Lakeside, California 92040 ("Project"); and

**WHEREAS**, the proposed Project contemplates the replacement of an existing undersized multi-purpose room with a new facility that will accommodate instruction for physical education, band, drama, theatre, and be used for assemblies and additional food service capabilities (the "Scope of Work"); and

**WHEREAS**, under the requirements of the California Environmental Quality Act ("CEQA") the District is the lead agency that must consider the potential environmental effects of the proposed Project before approving the Project; and

**WHEREAS**, the Guidelines for CEQA, California Code of Regulations Title 14, Chapter 13 ("State CEQA Guidelines"), exempt certain projects from further CEQA evaluation, including projects consisting of: minor additions to existing schools ("Class 14 Exemption" - 14 Cal. Code Regs. § 15314), and the proposed Project's Scope of Work demonstrates that the Project is categorically exempt under this exemption as further described in the Notice of Exemption attached hereto as Exhibit "A";

**WHEREAS**, the District has considered whether the Project is subject to any of the exceptions to categorical exemptions set forth in State CEQA Guidelines section 15300.2; and

**WHEREAS**, the District has determined that the Project is not subject to any of the exceptions to exemption set forth in State CEQA Guidelines section 15300.2; and

**WHEREAS**, the District has considered whether the Project may have a significant effect on the environment; and

**WHEREAS**, the District has concluded, through its own independent review and analysis of the Project, that the Project will not have a significant effect on the environment; and

**WHEREAS**, the District approved an Agreement for Architectural Services dated February 14, 2019 (the "Architect's Agreement") with Studio WC ("Architect") and now desires to enter into an amendment to the Architect's Agreement (the "First Amendment") to authorize the Architect to commence the design services necessary to prepare plans and specifications for

the Scope of Work for the Project described herein and in accordance with the requirements of the Education Code and the Division of the State Architect; and

**WHEREAS**, the District and the Architect have negotiated and agreed on this scope of services and the corresponding not to exceed fee for such design services as set forth in the First Amendment attached hereto as Exhibit "B;" and

**WHEREAS**, in order to pay for the costs associated with the design and construction of the Project, the District intends to utilize general obligation bond funds from Measure L which was approved by the voters on November 4, 2014, and which authorized the District to issue \$31 million in general obligation bonds (the "Authorization") to modernize, replace, renovate, construct, equip, furnish, rebuild, and improve the District's educational facilities, including but not limited to the Project and its Scope of Work; and

**WHEREAS**, on November 15, 2018, the District issued its General Obligation Bonds, 2014 Election, Series B in the principal amount of \$15,000,000 (the "2018 Bonds") pursuant the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code, a resolution adopted on September 13, 2018 and the Authorization and

**WHEREAS**, the District now desires to formally authorize the use of proceeds from the 2018 Bonds to pay for the design and construction costs associated with the Project and its Scope of Work; and.

**NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE LAKESIDE UNION SCHOOL DISTRICT HEREBY RESOLVES AND FINDS THE FOLLOWING:**

1. Recitals. The recitals set forth above are true and correct.
2. Finding of No Significant Environmental Impact. The District has considered whether the Project may have a significant effect on the environment and has concluded, after reviewing the Project through its own independent review and analysis, that the Project will not have a significant effect on the environment.
3. Finding of Categorical Exemption. The Project is categorically exempt from further CEQA review under a Class 14 categorical exemption (State CEQA Guidelines, § 15314) which categorically exempts minor additions to existing school sites that do not increase existing student capacity by 25% or 10 classrooms whichever is less. Here the Project does not expand classroom space or student capacity at all and instead creates additional support space to expand/enhance existing educational programs through the new multi-purpose room improvements planned as part of the Project.



4. Finding of No Exception to Categorical Exemption. None of the exceptions to use of a categorical exemption identified in State CEQA Guidelines section 15300.2 are present. Specifically, the Project will not impact a particularly sensitive environment, will not result in significant cumulative impacts, does not involve unusual circumstances that present a reasonable possibility of a significant effect, does not result in damage to scenic highways, is not on a parcel identified as a hazardous waste site, and will not cause a substantial adverse change in the significance of a historical resource.

5. Notice of Exemption. The District Superintendent or his designee is hereby authorized and directed to file and/or record a Notice of Exemption from CEQA, in substantially the form attached hereto as Exhibit "A," with any and all appropriate public agencies or entities.

6. Approval of Amendment to Architectural Agreement for Project. The District Superintendent or his designee is hereby authorized and directed to take all other actions necessary to execute and deliver the First Amendment to the Architect's Agreement for the architect to commence work on preparation of the plan and specifications of the Project for the not to exceed price set forth in the First Amendment attached hereto as Exhibit "B."

7. Approval of Expenditure of 2018 Bond Proceeds for Project. The District further approves the Project and the Scope of Work set forth herein and hereby formally authorizes the expenditure of the 2018 Bond proceeds for the Project. The District issues such approval in conformance with all applicable laws, including, but not limited to section 15284 of the California Education Code and shall be considered validly authorized in accordance with California Code of Civil Procedure section 860 et seq.

8. Authority to Take All Actions Necessary. The District Superintendent or his/her designee is hereby authorized and directed to take all other actions necessary to give effect to and comply with the terms and intent of this Resolution.

9. Effect. This Resolution shall take effect immediately upon its passage.

The foregoing Resolution was duly passed and adopted at a meeting of the Board held on \_\_\_\_\_, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**BOARD OF TRUSTEES OF THE LAKESIDE UNION  
SCHOOL DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_



Title: \_\_\_\_\_  
of the Lakeside Union School District

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board

EXHIBIT A  
NOTICE OF EXEMPTION

**NOTICE OF EXEMPTION**

<b>TO:</b> County Clerk for the County of San Diego 1600 Pacific Highway, Suite 260 San Diego, CA 92101	<b>FROM:</b> Lakeside Union School District 12335 Woodside Avenue Lakeside, CA 92040
---	--

1.	Project Title:	1 Tierra Del Sol Middle School Multipurpose Room Project ("Project")
2.	Project Applicant:	1 N/A .
3.	Project Location — Identify street address and cross streets or attach a map showing project site:	1 Tierra Del Sol Middle School 1 9611 Petite Lane 1 Lakeside, CA 92040
4.	Project Location — City:	1 Lakeside
	(a) Project Location — County:	1 San Diego
5.	Project Description:	1 The proposed Project contemplates the replacement of an existing undersized multi-purpose room with a new multi-purpose room facility that will accommodate instruction for physical education, band, drama, theatre, and be used for assemblies and additional food service capabilities
6.	Name of Public Agency approving project:	1 Lakeside Union School District
7.	Name of Agency undertaking the project:	1 Lakeside Union School District
8.	Exempt status:	Categorically exempt
	Applicable categorical exemption(s):	1 State CEQA Guidelines, § 15314 [Minor Additions to Existing Schools]
9.	Reason why project was exempt:	1 State CEQA Guidelines section 15314. That section categorically exempts minor additions to existing school sites that do not increase existing student capacity by 25% or 10 classrooms which ever is less. Here the Project does not expand classroom space or student capacity at all and instead creates additional support space to expand/enhance existing educational programs.
0.	Responsible Agency Contact Person:	1 Erin Garcia, Assisstant Superintendent Business Services •
	Telephone:	1 (619) 390-2640 .

Signature: Erin Garcia Date: \_\_\_\_\_ Title: Assistant Supt.

Signed by Lead Agency  
Date Received for Filing: \_\_\_\_\_

(Clerk Stamp Here)

\_\_\_\_\_  
Notice of Exemption





**EXHIBIT B**

**FIRST AMENDMENT TO MASTER AGREEMENT  
STUDIO WC ARCHITECTURAL SERVICES**

**FIRST AMENDMENT TO  
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES**

THIS FIRST AMENDMENT ("First Amendment") is made and entered into this sixth day of June, 2019, by and between the **LAKESIDE UNION SCHOOL DISTRICT**, (hereinafter referred to as the "District"), and **StudioWC** (hereinafter referred to as "Architect").

**RECITALS**

**WHEREAS**, on or about February 14, 2019, the District and Architect entered into a Master Agreement For Architectural Services (the "Agreement") with Architect for provision of architectural services on the District-Wide Bond Program (collectively, the "Project"), with work to be assigned to Architect upon mutual written amendment to the Agreement as specific architectural work for specific components of the Project; and

**WHEREAS**, the District has now identified the need for architectural services pursuant to the Agreement for the following component(s) of the Project: **CONSTRUCT NEW MULTI-PURPOSE FACILITY at Tierra Del Sol Middle School and MODERNIZE CENTRAL KITCHEN WITH NEW DESIGN**; and

**WHEREAS**, the Agreement permits the District and Architect to amend the terms and conditions of the Agreement upon mutual written agreement of the Parties; and

**WHEREAS**, the District and Architect now desire to amend the Agreement to explicitly memorialize the mutually agreed upon scope of work and fee for Architect to provide design services for the component(s) of the Project identified above.

**AGREEMENT**

**NOW, THEREFORE**, in good and valuable consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Amendment Terms.

1. The Agreement is hereby amended as follows:
  - a. The Parties have agreed that the scope of work for the design services for the assigned component(s) of the Project shall be as described in **Exhibit "A"** to this Amendment. Except as expressly detailed and/or set forth in **Exhibit "A,"** all such design services shall at all times be fully compliant with all terms and conditions of the original Agreement, including, but not limited to the standard requirements for design services set forth therein.
  - b. The Architect's compensation shall be a flat not-to-exceed fee of Four-Hundred and Twenty-Five Thousand Dollars (\$425,000.00).
2. This First Amendment shall only be effective upon the execution by both the District and Architect.



3. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. This First Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the original Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have, by their duly authorized representatives, executed this First Amendment to the Agreement for Architectural Services, as of the month, day and year first above written.

**LAKESIDE UNION SCHOOL DISTRICT**

**STUDIO WC**

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

## EXHIBIT A

### SCOPE OF SERVICES

#### CONSTRUCT NEW MULTIPURPOSE FACILITY AT TIERRA DEL SOL ES

The scope of work for this project is to provide full design and construction administrative services to replace an existing undersized Multi-purpose room with a new facility that will accommodate instruction for Physical Education, Band, Drama, Theater, and be used for assemblies and additional food service capabilities.

#### MODERNIZE CENTRAL KITCHEN

The scope of work for this project is to take a new equipment design prepared by Orness Design Group and provide a facility design, cost estimate and phasing plan for modernizing of the district Central Kitchen. All work to be completed within the District allocated budget.

# LAKESIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** June 6, 2019

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**Agenda Item:**

Approval is requested of Resolution No. 2019-25 to allow designated staff authority to award contracts pursuant to California Education Code.

**Background (Describe purpose/rationale of the agenda item):**

Pursuant to Education Code 17604, 17605, 35161 the Governing Board is authorized to delegate authority to the Superintendent and Assistant Superintendent of Business Services an expanded authority to award bids and contracts according to the attached resolution. The District seeks approval of the attached Resolution No. 2019-25 to ensure that contracts and contracted work will continue without potential costly or unnecessary delays between board meetings.

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

All funds

**Addresses Emphasis Goal(s):**

☐ **#1:** Academic Achievement      ☐ **#2:** Social Emotional      ☒ **#3:** Physical Environments

**Recommended Action:**

- |   |  |
|---|--|
| <input type="checkbox"/> <b>Informational</b>       | <input type="checkbox"/> <b>Denial/Rejection</b>                       |
| <input type="checkbox"/> <b>Discussion</b>          | <input type="checkbox"/> <b>Ratification</b>                           |
| <input checked="" type="checkbox"/> <b>Approval</b> | <input type="checkbox"/> <b>Explanation:</b> Click here to enter text. |
| <input type="checkbox"/> <b>Adoption</b>            |  |

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**Originating Department/School:** Business Services

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**

\_\_\_\_\_  
Erin Garcia, Assistant Superintendent

  
\_\_\_\_\_  
Dr. Andy Johnsen, Superintendent

**Reviewed by Cabinet Member** \_\_\_\_\_



**LAKESIDE UNION SCHOOL DISTRICT**

**RESOLUTION NO. 2019-25**

**DELEGATION OF AUTHORITY IN REGARD TO AWARD OF CERTAIN CONTRACTS  
PURSUANT TO CALIFORNIA EDUCATION CODE**

**WHEREAS**, Education Code Sections 17604, 17605, and 35161 generally authorize the governing board ("Board") of the Lakeside Union School District ("District") to delegate to any officer or employee of the District any power or duty delegated to the District or the Board by law, although the Board retains responsibility over the performance of the powers or duties so delegated; and

**WHEREAS**, from time to time, the District's Board meeting schedule does not allow the Board to promptly consider and approve the award of certain contracts and/or changes to such contracts after they have been awarded; and

**WHEREAS**, by having immediate delegated authority, designated District staff can ensure that contracts and contracted work will be able to continue without potentially costly or unnecessary delays, and without requiring the calling of a special Board meeting;

**WHEREAS**, accordingly, the Board desires to delegate contracting authority to certain staff members pursuant to this Resolution in accordance with applicable law; and

**WHEREAS**, this delegation of authority shall be consistent with Public Contract Code Section 22000 et seq. known as the California Uniform Public Construction Cost Accounting Act ("CUPCAA") for public works projects and Public Contract Code Section 20111(a) for equipment, materials, supplies and non-construction; and,

**WHEREAS**, the Board desires to explicitly delegate to District staff certain authority in regard to the bidding and contracting for public works projects subject to CUPCAA up to the formal bid limit of \$200,000 in order to allow for the more timely and efficient procurement of such public works projects that are less than CUPCAA formal bid threshold; and

**WHEREAS**, the Board desires to explicitly delegate to District staff certain authority in regard to the bidding and contracting for up to the formal bid limit of \$92,600, as may be adjusted from time to time, pursuant to Public Contract Code Section 20111 (a) for equipment, materials, supplies and non-construction in order to allow for the more timely and efficient procurement of such contracts; and

**WHEREAS**, the Board further desires to explicitly delegate to District staff certain authority in regard to the contracting for professional services not otherwise subject to statutory bid limits at the thresholds established below; and

**WHEREAS**, all contracts awarded pursuant to the delegated authority set forth in this Resolution shall be reviewed and ratified by the Board within sixty (60) days in accordance with Education Code sections 17604 and 17605.

**THEREFORE**, the Board does hereby determine, resolve, and order as follows:

**Section 1.** The foregoing recitals are true and correct.

**Section 2.** The Board hereby delegates the authority and discretion to the Superintendent and Assistant Superintendent of Business Services to act as follows with regard to construction/public works projects: (i) informally bid, award, and execute public works contracts up to \$200,000 pursuant to the California Uniform Public Construction Cost Accounting Act (CUPCAA); (ii) review and, as appropriate, approve plans and specifications for any such public projects for purposes of seeking such informal bids based on such plans and specifications; (iii) issue appropriate solicitations and/or calls for such informal bids as required pursuant CUPCAA; (iv) reject all bids received in connection with such an informal CUPCAA solicitation if rejection is determined by District staff to be in the best interests of the District; (v) re-call and re-advertise for bids for any such informal bid for which previous bids were rejected in accordance with the authority hereby delegated; and (vi) take such other action as may be reasonably necessary to accomplish those tasks delegated pursuant to this Section which are subject to subsequent review by the Board.

**Section 3.** The Board hereby delegates the authority and discretion to the Superintendent and Assistant Superintendent of Business Services to review and, as appropriate, approve and executed change orders for construction of any such CUPCAA public project awarded pursuant to this Resolution not exceeding ten percent (10%) of the original contract amount; and provided that all such change orders approved pursuant to this Section are also subject to subsequent review and ratification by the Board as described herein.

**Section 4.** The Board hereby delegates the authority and discretion to the Superintendent and Assistant Superintendent of Business Services to informally solicit and execute contracts for up to the formal bid limit of \$92,600, as may be adjusted from time to time, pursuant to Public Contract Code Section 20111 (a), for equipment, materials, supplies and non-construction in order to allow for the more timely and efficient procurement of such contracts, and also subject to subsequent review and ratification by the Board as described herein.

**Section 5.** The Board hereby delegates the authority and discretion to the Superintendent and Assistant Superintendent of Business Services to informally solicit and execute contracts for professional services up to \$35,000 for the Assistant Superintendent and \$50,000 for the Superintendent, and also subject to subsequent review and ratification by the Board as described herein.

**Section 6.** The Board does not hereby delegate the authority for initial award of any contracts for construction of any of public project subject to CUPCAA which exceeds \$175,000, which authority is expressly reserved by the Board.

**Section 7.** The Superintendent and/or Assistant Superintendent of Business Services shall report to the Board at each regularly-scheduled Board meeting with a summary of the authority exercised pursuant to this Resolution since the last prior meeting of the Board for review and ratification in accordance with Education Code sections 17604 and 17605.

**Section 8.** This Resolution shall take effect immediately and shall remain in effect until rescinded by the Board.

**PASSED AND ADOPTED** on \_\_\_\_\_, 2019, by the following vote:

AYES:



NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA)

COUNTY OF LOS SAN DIEGO)

This is to certify that the foregoing document is a true copy of the Resolution of the Governing Board of the Lakeside Union School District of San Diego County.

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Clerk of the Board of Education



# LAKE SIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** June 6, 2019

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**Agenda Item:**

Appoint returning member to fill vacancy on the Citizens' Bond Oversight Committee (CBOC).

**Background (Describe purpose/rationale of the agenda item):**

The District recommends that the Board of Trustees appoint the following member:

Name:	*Position:	Term Length:	Term Expiration:
David Suter	Parent Representative	1 year	2/28/2020

\* Citizens' Oversight Committee pursuant to Education Code Section 15282

**Fiscal Impact (Cost):**

N/A

**Funding Source:**

N/A

**Addresses Emphasis Goal(s):**

☐ #1: Academic Achievement      ☐ #2: Social Emotional      ☒ #3: Physical Environments

**Recommended Action:**

- |  |   |
|--|---|
| <input type="checkbox"/> Informational       | <input type="checkbox"/> Denial/Rejection                                       |
| <input type="checkbox"/> Discussion          | <input type="checkbox"/> Ratification   |
| <input checked="" type="checkbox"/> Approval | <input type="checkbox"/> Explanation: <a href="#">Click here to enter text.</a> |
| <input type="checkbox"/> Adoption            |   |

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**Originating Department/School:** Business Services

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**

  
Erin Garcia, Assistant Superintendent

  
Dr. Andy Johnsen, Superintendent

**Reviewed by Cabinet Member** 