

Beaumont Unified School District / Beaumont Adult School  
Vocational Nursing Program/Nursing Assistant/Home Health Aide

1575 Cherry Avenue  
Beaumont, CA 92223

**AGREEMENT FOR AFFILIATION**

THIS AGREEMENT is made and entered into this 1st day of July, 2024, by and between BEAUMONT UNIFIED SCHOOL DISTRICT, hereafter referred to as *DISTRICT* and SAN GORGONIO MEMORIAL HOSPITAL, hereinafter referred to as the *AFFILIATE*.

RECITALS:

WHEREAS, the DISTRICT is authorized by law to maintain and does maintain a Vocational Nurses Training Program for its Adult Education program, **and a ratio of no more than one instructor per 15 students.**

WHEREAS, California State Licensing of nurses requires a specific number of hours of clinical practice for each nursing student, and

WHEREAS, the AFFILIATE is willing to provide a site for the students' clinical practice requirements at its facility;

NOW, THEREFORE, IT IS AGREED by and between the parties hereto that AFFILIATE shall provide its facilities to the students of the DISTRICT's **Adult Education Vocational Nursing Program** for use in its clinical practice training as follows:

**I. Term of Agreement**

This agreement shall be for a period beginning July 1, 2024, continuing through June 30, 2029.

**II. Program Operation**

A. The AFFILIATE facilities are located at **600 N. Highland Springs Avenue, Banning, CA 92220**. Said facility must remain suitable for conduct of the above named program, according to the standards of the DISTRICT.

B. The placement and assignment of students will be determined by the DISTRICT instructor to facilitate instruction and supervision. **Facility staff may not be used to proctor, shadow, or teach the training program students.** The staff of the DISTRICT will regulate the time schedule for students with the knowledge and consent of the managing personnel of the AFFILIATE. **The AFFILIATE facilities shall have a list of names of all students with their training schedule. Clinical training shall take place at specific dates, times, and at the approved clinical site.**

C. The DISTRICT will provide the supervision and instruction offered in this

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program. The instructional staff of the DISTRICT will be responsible for all attendance reports, progress reports, and evaluation reports of students' performance with assistance from the AFFILIATE.

- D. The students participating in the program are not employees of the AFFILIATE, but shall be subject to the rules and regulations of the AFFILIATE during the hours they are at AFFILIATE facilities. All students are under the discipline and authority of the staff of the DISTRICT instructor.
- E. When appropriate, students shall wear apparel and/or a nametag to designate them as members of the program.
- F. The AFFILIATE shall provide a conference room or other suitable area for students' use. The AFFILIATE shall also provide current copies of the AFFILIATE's procedure guides, standards references used within the Vocational Nurse profession, and any other appropriate reference material for student use.
- G. Periodic conferences will be scheduled, as needed, to address any issues encountered by students in the assignment at the AFFILIATE facility.
- H. The AFFILIATE will provide any DISTRICT instructors, involved in this program but unfamiliar with AFFILIATE facilities, an orientation to familiarize the instructors with the AFFILIATE facility and procedures prior to the students' clinical assignments.
- I. The AFFILIATE shall permit, at no cost to the DISTRICT or Adult School instructional staff, instructors to participate in professional development activities and other activities within the AFFILIATE facility, which are pertinent to the educational program.
- J. The AFFILIATE agrees to permit students to gain actual experience by participating in all procedures required in the curriculum.
- K. The AFFILIATE agrees to inform its charge nurses of the objectives of this program, and to permit the sharing of information regarding patient needs in order to assist in the students' learning process.
- L. The AFFILIATE agrees that the students who engage in the clinical practice, pursuant to this Agreement, shall not displace any regular employee of the AFFILIATE. AFFILIATE staffing shall be adequate to meet the daily patient needs and may not be dependent on the presence of students in this program. Any nursing service provided by students is to be incidental to learning objectives.
- M. As required by Labor Code Section 3368 and Education Code Section 51769, the DISTRICT shall be considered the employer of students receiving training under this Agreement for the purpose of workers' compensation insurance coverage,

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unless such students during training are paid cash or salary for the training by a private employer. The AFFILIATE may elect to provide workers compensation insurance coverage for the students. DISTRICT may provide AFFILIATE with such coverage upon request.

- N. The DISTRICT shall make available to AFFILIATE, prior to clinical placement, students' medical/demographic data, academic/clinical progress data, a copy of student malpractice insurance, and facility résumé and licenses. DISTRICT agrees to furnish AFFILIATE with evidence of professional liability insurance coverage for enlisted/participating students with limits of not less than \$1,000,000 for each student and \$5,000,000 aggregate.
- O. The DISTRICT shall provide, prior to clinical placement, documentation that students are physically fit and free of communicable diseases. DISTRICT shall also ensure that students have received one rubella vaccination and a documented history of varicella (Chickenpox) exposure or a positive immunity titer.
- P. The DISTRICT shall use its best efforts, prior to clinical placement, that each student has taken or declined to take the Hepatitis B series and has had instruction in occupational exposure to blood borne pathogens and protective practices to avoid contamination. The DISTRICT shall also use its best efforts that procedures for decontamination, in case of exposure, or potential exposure, to infectious materials or potentially infectious materials are discussed with students.
- Q. The DISTRICT shall use its best efforts that, prior to clinical placement, each student will be skin tested for tuberculosis with the tuberculin purified protein derivative (PPD) test. The DISTRICT shall determine the frequency of subsequent retesting for student.
- R. The DISTRICT shall notify its staff and students of medical confidentiality requirements. All information obtained from patient/client records is to be held in confidence. No copies of patient/client records shall be made or removed from the AFFILIATE premises. Patients/clients shall not be identified in any manner in reports or case studies undertaken by students. The AFFILIATE may require that any individual accessing AFFILIATE resources under the terms and intent of this Agreement execute a confidentiality agreement. The DISTRICT agrees to take reasonable steps to maintain the security, confidentiality, and privacy of all physically and electronically stored health care files and client data, and shall use appropriate safeguards to prevent inappropriate use or disclosure of information, except as permitted by this Agreement or as required by law.

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- S. The DISTRICT hereby represents and warrants that neither the DISTRICT, its employees, instructional staff, nor students, are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any state or federally funded program, including Medicare or Medicaid.

**III. Mutual Hold Harmless**

- A. The AFFILIATE and the DISTRICT each shall, at its own cost, defend, indemnify and hold harmless the other party, its officers, agents, employees, assigns, and successors in interest, from and against any and all liability, dangers, losses, claims, demands, actions, causes of actions, costs including attorney's fees, and expenses, or any of them, resulting from the death or injury to any persons or damage or property, including property of persons of the indemnified party, to the extent caused by the negligent acts or omission of the indemnifying party, its employees, subcontractors, or subcontractors personnel, or any of them, or arising out of the performance or nonperformance of the indemnifying party's or its subcontractors obligations pursuant to this Agreement, provided however that notwithstanding the foregoing, neither party shall be liable to the other for such other party special, or indirect, incidents or consequential damages including but not limited to:
1. The loss of or damage to any of the AFFILIATE'S facilities including any building or structure or any equipment used therein;
  2. The injury to or death of any person including, but not limited to, the AFFILIATE'S officers, members, representatives, agents, guests, and/or invitees.

**IV. Special Provisions**

- A. The AFFILIATE shall comply with all federal, state, and local laws and rules, regulations, and ordinances applicable to the activities under this Agreement.
- B. The AFFILIATE certifies it will not discriminate on the basis of race, color, national origin, sexual (including sexual harassment), handicapped (or disability), religion, or agent any of its policies, procedures, or practices in compliance with:
1. Title VI and VII of the Civil Rights Act 1964 as amended (pertaining to race, color, national origin, and religion).
  2. Title IX of the Education Amendments of 1972 (pertaining to sex).
  3. Section 504 of the Rehabilitation Act 1973 (pertaining to handicap).
  4. The Age Discrimination Act of 1975 (pertaining to age).

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5. California Government Code Section 12940 et seq. (pertaining to race, religious creed, color, national origin, ancestry, physical and mental disability, medical condition, marital status, sex, age and sexual orientation).
- C. This nondiscrimination policy covers admission and access to, and treatment and employment in the, the DISTRICT programs and activities
- D. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.
- E. This Agreement may be amended by the mutual written consent of the parties hereto.
- F. This Agreement may be canceled by serving on the other party, 60 days' written notice of such cancellation, except that this Agreement shall terminate immediately, when:
  1. Required by law in the evidence of health or safety related violations, or
  2. It is determined that the AFFILIATE or DISTRICT have breached security/privacy practices or protection, or
  3. If, at the sole discretion of the DISTRICT, the clinical practice provided by the AFFILIATE and the educational program is no longer a benefit to the students.
- G. Included in this Agreement and attached hereto is Exhibit "A".

IN WITNESS WHEREOF, the parties have executed this agreement as set forth below:

SAN GORGONIO MEMORIAL  
HOSPITAL,

BEAUMONT UNIFIED SCHOOL DISTRICT

AFFILIATE

Angela Brady, CNE  
Authorized Signer

\_\_\_\_\_  
Carmen Ordonez  
Director of Fiscal Services

Date: 2/3/25

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

**EXHIBIT "A"**

**CERTIFICATES OF INSURANCE, ADDITIONAL INSURED ENDORSEMENTS**



LICENSE AND SUBSCRIPTION SERVICES AGREEMENT

Renewal Contract #2004.1

**THIS MASTER AGREEMENT** made the 11th day of March, 2025.

BETWEEN:

**HOUR ZERO CRISIS CONSULTING LTD.,**  
a body corporate, incorporated pursuant to the laws of Alberta  
("Hour-Zero")

-and-  
Beaumont Unified School District  
(the "End-User")

**END-USER EPP LICENSE AGREEMENT AND ANNUAL SERVICES SUBSCRIPTION**

**WHEREAS:**

- A. Hour-Zero has developed an emergency preparedness program to assist organizations in the development, preparation, and execution of a plan for emergencies;
- B. The End-User wishes to utilize the emergency preparedness program as a tool in the development and preparation of a planned response to emergencies specific to the End-User; and
- C. Hour-Zero has agreed to grant to the End-User the right and license to use its emergency preparedness program for the creation of its Plan (as later defined).

**ARTICLE 1 DEFINITIONS AND INTERPRETATIONS**

1.1 Definitions:

In this Agreement and its recitals and schedules, all capitalized terms have the meaning ascribed to them hereunder unless the context requires a different meaning:

- (a) "Agreement" means this End-User License Agreement and all schedules attached to it.
- (b) "Claim" or "Claims" mean, as the case may be, any one or more of: loss, damage, cost, expense, disbursement, penalty, fine, claim, demand, action, proceeding, lien, encumbrance, statutory obligation, liability, suit, judgment, award, decree, determination, adjudication, unpaid tax of any kind (including withholding tax), cost of investigation and any type of fee (including legal fees, on a solicitor-and-own-client basis), together with any interest in relation thereto at the applicable rate.
- (c) "Confidential Information" means all information of a confidential nature (including information in writing or transmitted or acquired orally, electronically, visually or by other means) which the Recipient, directly or indirectly, acquires from the Disclosing Party, including any information concerning or relating to the EPP, the Plan, that party's business affairs, financial position, assets, operations, activities, prospects or trade secrets, together with all analyses, evaluations, compilations, notes, studies or other documents prepared by the Recipient or its employees, officers, directors, advisors, containing or based upon that information, but shall not include:
  - (i) information which is or becomes available to the public, other than as a result of disclosure by Recipient;
  - (ii) information which Recipient can prove, by written evidence, was, at the time of disclosure, already in the possession of Recipient on a non-confidential and lawful basis;
  - (iii) information that Recipient can demonstrate was independently developed by it or for it and that was not obtained, in whole or in part, from the Disclosing Party; or
  - (iv) information that is rightfully received by Recipient from a third party, without Recipient's knowledge, after due inquiry, of a breach of confidentiality agreement or other obligation of secrecy by that third party,

provided that Disclosing Party and Recipient agree that the fact all or any portion of Confidential Information may be in the public domain does not constitute disclosure of Confidential Information to the public by Disclosing Party.

Notwithstanding the absence of any required markings, designations or formalities, nothing in this Agreement shall operate to remove the confidential status of information that is evidently confidential in nature, or

disclosed in circumstances that make it evident that it is Confidential Information.

- (d) "Implementation Fee" means a fee for consulting and/or training services provided by Hour-Zero to End-User to address the requirements specific to the End-User's organizational jurisdiction. This fee is separate from and in addition to any license fees Hour-Zero may charge to the End-User.
- (e) "Disclosing Party" means the party that has provided the particular Confidential Information to Recipient and that party's affiliates, directors, officers, employees, agents, advisors, contractors, consultants and other representatives, as applicable.
- (f) "EPP" means the emergency preparedness program consisting of materials, methodologies and training supplied or made accessible by Hour-Zero to the End-User through its web-application HZ Online or physically, by document exchange, and that the End-User uses to create its Plan.
- (g) "License Fee" means that fee more particularly described in Section 4.1.
- (h) "End-User" means **Beaumont Unified School District**.
- (i) "Fees" means the License Fee, Implementation Fees, HZ Online Access/Maintenance/Support Fee, and all other fees, charges or expenses charged by Hour-Zero to the End-User pursuant to the terms and conditions of this Agreement.
- (j) "Hour-Zero" means Hour Zero Crisis Consulting Ltd.
- (k) "Improvements" means any revisions, updates, changes and enhancements to the EPP developed or made by either Hour-Zero or End-User.
- (l) "Initial Term" means that period of time described in Section 3.1.
- (m) "License" means the licenses granted by Hour-Zero to the End-User in accordance with this Agreement.
- (n) "HZ Online EPP Annual Access/Maintenance/Support Fees" means fees more particularly described in Section 0.
- (o) "Plan" means a planned response to emergencies, which is a document developed by Hour-Zero for the End-User using the EPP and that is based on the input provided and validated by the End-User.
- (p) "Recipient" means the party that has received the particular Confidential Information from Disclosing Party and that party's affiliates, directors,

officers, employees, agents, advisors, contractors, consultants and other representatives, as applicable.

- (q) "School/Site Template" means the portion of the EPP containing the data set that reflects site-specific information.
- (r) "HZ Online EPP Annual Access/Maintenance/Support Fees " means the access to HZ Online and the support services specifically contemplated in Section 5.1.
- (s) "Software" means the software and/or electronic files owned by Hour-Zero containing data and information that enable an End-User to use Hour-Zero's web-based EPP (HZ Online).
- (t) "Term" means that period of time described in ARTICLE 3.

1.2 Jurisdiction:

This Agreement shall be deemed to have been made, executed and delivered in Riverside County, California, USA and any disputes arising under this Agreement or in relation to this Agreement shall be governed by and construed in accordance with the laws of the California and the Courts of the California shall have exclusive jurisdiction over all disputes arising under this Agreement.

1.3 Currency:

All dollars referred to in this Agreement shall be the currency of the jurisdiction in which the End-User is resident.

1.4 Interpretation:

In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

- (a) words in the singular shall include the plural and such words shall be construed as if the plural had been used;
- (b) words in the plural include the singular and such words shall be construed as if the singular had been used; and
- (c) words importing the use of any gender shall include all genders where the context or party referred to so requires, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes have been made.

1.5 Headings:

The division of this Agreement into articles, sections, paragraphs, subsections and clauses and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.6 Joint and Several:

If any party is constituted by more than one person, their obligations hereunder as that party are joint and several.

1.7 Schedules:

The schedules, which are attached to this Agreement, are incorporated into this Agreement by reference and are deemed to be part hereof.

1.8 Time is of the Essence:

Time is of the essence.

## **ARTICLE 2 GRANT OF LICENSE**

2.1 License Grants:

(a) License Grants to EPP and Website:

Hour-Zero grants to the End-User a non-exclusive, non-transferable license during the Term to access and use the EPP at Hour-Zero's website located at: hour-zero.com and to download from that website an electronic copy of its Plan. The End-User shall maintain a record of the persons to whom access to the EPP is provided and those sites of the End-User at which it is maintained and make this list available to Hour-Zero upon request. The End-User is strictly prohibited from making, at any time, the EPP accessible to an Hour-Zero industry competitor.

(i) This License does not grant the End-User access to or the ability to modify electronic source documents or software source code. The License is limited to documents posted on HZ Online, in a format determined suitable by Hour-Zero.

(b) License Grants to Plan:

Hour-Zero grants to the End-User a non-exclusive, non-transferable license and the right to copy or otherwise duplicate the Plan (exclusive of the software, electronic source documents, images, templates, and/or courses) or any portions thereof to the extent necessary to implement its Plan and End-User may provide such copies or duplicates to those employees, first responders or

professional advisors only to the extent required by the End-User to ensure the implementation of its Plan, as specified in the EPP. Provided that the End-User has paid all amounts due under the Agreement and remains in compliance with ARTICLE 2, ARTICLE 4, ARTICLE 6, ARTICLE 7 and ARTICLE 8 of this Agreement, the license granted in this Section 2.1(b) shall be perpetual and irrevocable and shall survive the expiration or termination of the Agreement, except where terminated by Hour-Zero pursuant to Section 11.1 of this Agreement.

(c) **Access Restriction:**

THE END-USER IS STRICTLY PROHIBITED, AT ANY TIME, FROM MAKING THE PLAN ACCESSIBLE TO, OR PROVIDING COPIES OF ANY PORTION OF THE PLAN OR PORTIONS OF THE PLAN TO AN HOUR-ZERO INDUSTRY COMPETITOR.

2.2 **Rights Reserved:**

All rights not expressly granted herein are reserved by Hour-Zero.

2.3 **Duty to Inform:**

The End-User is obligated to inform all employees, board members, subcontractors, first responders and/or professional advisors who are given access to the EPP or portions thereof of the terms of this Agreement, including the access, copying and redistribution limitations expressed in this Agreement.

2.4 **Security and Access Rights:**

End-User is required to designate a user ID and password, which, when used together, will provide End-User with access to the EPP at Hour-Zero's website at: [hour-zero.com](http://hour-zero.com). End-User is the only entity authorized to use the user ID and password and it is responsible for maintaining the confidentiality of the user ID and password, including use by its authorized employees and other permissible personnel. End-User shall not permit or allow other persons to have access to or use its user ID and password, except if End-User chooses to provide that information to Hour-Zero's authorized technical support personnel to assist End-User. End-User is responsible for the use of the EPP under its user ID.

2.5 **Sublicensing:**

The End-User is not permitted to sublicense to others, the License, right and benefits granted to the End-User under this Agreement.

**ARTICLE 3 TERM**

3.1 Initial Term:

This Agreement commences July 1,2024, and terminates on June 30, 2028, (the "Initial Term"), unless terminated earlier in accordance with this Agreement.

**ARTICLE 4 FEES AND PAYMENT**

4.1 License Fees:

In consideration for the grant of the EPP Premium License by Hour-Zero to the End-User, the End-User agrees to pay a License Fee to Hour-Zero.

- (a) The License Fee was levied and paid under a previously executed contract between the two parties. As such, no further payment for the license fee is owing.

The license fee is based on the following number of schools/sites, which were active at time of contract signing.

An increase in number of schools/sites using the EPP, at any time in the future, may be subject to a supplementary fee being levied to the End User.

(i)	School/Site Type S1 (≤ 749 students) .....	4
(ii)	School/Site Type S2 (≥ 750 - ≤ 2,500 students).....	6
(iii)	School/Site Type S3 (≥2,501 – 4,9999 students).....	0
(iv)	School/Site Type S4 (5,000+ students).....	0
(v)	Alternative/ Non-traditional School (Type AS1 – ≤50 students).....	0
(vi)	Auxiliary Buildings (Type AB1).....	1

4.2 HZ Online EPP Annual Access/Maintenance/Support Fees:

Access to the EPP is provided through Hour-Zero's web application. In consideration for access to the EPP at Hour-Zero's website at: [hour-zero.com](http://hour-zero.com) and the HZ Online Annual Access, Maintenance and Support Services as described in Section 5.1, the End-User agrees to pay the following fee to Hour-Zero:

- (a) annual fees at a rate specified in SCHEDULE "B" ANNUAL SUBSCRIPTION SERVICES FEE SCHEDULE. These fees will be updated annually, with an automatic increase to the HZ Online Access/Maintenance/Support Fee" of three percent (3%) or the relevant CPI rate increase, whichever is greater.
- (b) Hour-Zero may increase the annual HZ Online Access/Maintenance/Support Fees to the End-User in an amount that exceeds the stated percentage in Section 4.2(a) provided the End-User is given notice of the increase ninety (90) days prior to the anniversary date of this Agreement.
- (c) Fees are based on the number of schools/sites identified in 4.1. An increase in number of schools/sites using the EPP during the term of this agreement may result in an increase to the HZ Online EPP Access/Maintenance/Support annual fee.

4.3 Other Fees:

The End-User shall pay additional fees for other services or disbursement required to service this contract, as requested by the End-User, as outlined below.

- (a) Fees for professional services requested by the End-User and provided by Hour-Zero. Such services shall be covered in a separate Professional Services contract; and include, but not limited to
  - (i) Fees for training services requested by the End-User and provided by Hour-Zero. Such services shall be covered in a separate Professional Services contract;
  - (ii) Modification fees for any customizations to the EPP requested by the End-User to be made by Hour-Zero in order to develop the Plan shall be by way of a separate written agreement between the parties, at Hour-Zero's then current rate;
  - (iii) Fees for the creation or customization of client-specific courses, collateral materials, and/or reports requested by the End-User to be made by Hour-Zero in order to develop the Plan shall be by way of a separate written agreement between the parties, at Hour-Zero's then current rate;

- (b) All travel expenses as reasonably charged by Hour-Zero in delivering these services to the End-User (e.g., mileage to meetings, presentations, etc.);
- (c) All disbursements made by Hour-Zero on behalf of the End-User and agreed to by the End-User (e.g., print materials, emergency supplies and equipment, third-party services, etc.);
- (d) Fees for work performed related to FOIP issues arising from the execution of this contract;
- (e) Fees for work performed to assist the End-User in legal defense or employee conduct investigations; and
- (f) Fees for work performed to translate any portion of the EPP into a second language, as further described in 5.2.
- (g) Subscription fees for other programs and services offered by Hour-Zero and requested by the End User as outlined in SCHEDULE "B".

4.4 Responsibility for Fees:

All fees, levies and taxes (except personal income taxes of Hour-Zero), including without limitation goods and services taxes, value-added taxes and other similar taxes, relating to the payment of the Fees shall be the sole responsibility of the End-User and shall not affect or reduce the Fees required to be paid by the End-User to Hour-Zero.

4.5 Payment of Fees:

The Fees shall be paid by the End-User to Hour-Zero at such address as Hour-Zero shall from time to time direct and the Fees shall be paid to Hour-Zero without any abatement, deduction or set off whatsoever, unless it is expressly provided in this Agreement or with the prior written authorization of Hour-Zero.

- (a) Fees to Hour-Zero are due and payable on the following schedule:
  - (i) License Fees described in Section 4.1 are due at time of signing of this Agreement or as identified in APPENDIX A. Hour-Zero shall issue an invoice to the End-User for the payment of these Fees.
  - (ii) HZ Online EPP Annual Access/Maintenance/Support Fees, described in Section 0, are payable annually during the Term, and are due within thirty (30) days of receipt of an invoice. Hour-Zero shall issue an invoice to the End-User for payment of these fees.
  - (iii) The Fees described in Section 4.3 shall be invoiced to the End-User from time-to-time during this Agreement as services are rendered or

expenses incurred, and are due within thirty (30) days of receipt of an invoice.

## **ARTICLE 5 HZ ONLINE EPP ACCESS/MAINTENANCE/SUPPORT SERVICES**

### 5.1 HZ Online EPP Access/Maintenance/Support Services:

Hour-Zero shall provide the End-User with HZ Online Access/Maintenance/Support Services related to the EPP, which shall be provided in a professional manner.

- (a) In consideration for an annual fee levied for the HZ Online EPP Annual Access/Maintenance/Support Fees, Hour-Zero shall:
  - (i) provide access to the EPP at Hour-Zero's website at: [hour-zero.com](http://hour-zero.com);
  - (ii) provide minor revisions or changes made by Hour-Zero to the EPP during the Term (if any) without further charge;
  - (iii) provide support to the End-User's designated Program Coordinator in the implementation of the EPP and the Plan, in the form of offering advice, and providing guidance in the on-going maintenance of the EPP and functionality of HZ Online;
  - (iv) provide log-in and general assistance on using HZ Online to the End-User's staff through the Hour-Zero Help Desk ([help@hour-zero.com](mailto:help@hour-zero.com));
  - (v) provide assistance in completing a data load onto HZ Online.
    - (A) The End-User is responsible for providing Hour-Zero the needed data files for the initial data load, including basic details about each school/site, staffing lists, and building drawings, in a format requested by Hour-Zero. Hour-Zero will work with the District to help facilitate this process. Additional fees may apply for converting data into acceptable formats.
    - (B) This is a one-time load at the onset of the License, and does not include creation of emergency maps. Mapping services are available through a separate a Professional Services contract.
  - (vi) revise the EPP to reflect changes to applicable legislation, regulations, standards or best practices as they become known to Hour-Zero;
  - (vii) provide programming and diagnostic support services with respect to the Software and the resolution of problems with the Software when accessed through Hour-Zero's website at [hour-zero.com](http://hour-zero.com); and,

- (viii) answer application and procedural questions over the telephone or by electronic communication to explain functions and features of the Software, the EPP, or clarify questions.

All such services shall be provided via electronic communication or electronic mail: [help@hour-zero.com](mailto:help@hour-zero.com); or by telephone at: 1-866-926-0999, during Hour-Zero's normal business hours meaning 8:30 a.m. to 4:30 p.m. MST, Monday to Friday excluding statutory holidays in Edmonton, Alberta. Normal business hours may be reduced during the months of July and August, and over the course of December 19 through January 6 each year.

- (b) The HZ Online EPP Access/Maintenance/Support Services are provided on the condition that End-User shall:
  - (i) embed, into the End-User's website, an Hour-Zero instruction page along with a log-in link to the Hour-Zero client log-in URL. Hour-Zero shall provide the End-User with pertinent information needed to establish the link;
  - (ii) provide Hour-Zero with reasonable access to and use of End-User information necessary to provide the HZ Online Access/ Maintenance/ Support Services;
  - (iii) maintain, or cause to be maintained, all electronic equipment (desktops, laptops, servers, smart phones, PDAs, tablets, etc.) that is used in any connection with the Software in a manner that does not in any way interfere with the operation of the Software, or both;
  - (iv) follow routine operator procedures as specified in any associated computer equipment operating manuals; and,
  - (v) permit Hour-Zero to correct Software malfunctions and bugs and carry out modifications to the Software for the purpose of maintaining the Software.
- (c) End-User acknowledges that Hour-Zero shall not be responsible for any file maintenance and any associated costs, errors, data corruption, operational scheduling conflicts, or Software failure caused by the misuse of the Software, or both, due to any negligence, error, malicious intent, or misunderstanding by the End-User. In the event of any such errors, Hour-Zero shall use reasonable efforts to assist the End-User in correcting such errors at the End-User's sole expense.
- (d) With respect to technical information the End-User has provided to Hour-Zero as part of the HZ Online Access/Maintenance/Support Services, which shall be deemed Improvements, Hour-Zero may use such technical information for its

business purposes, including for product support and development. Hour-Zero will not utilize such technical information in a form that personally identifies the End-User.

5.2 Translation Services:

The EPP or support material, or both, shall be made available to the End-User by Hour-Zero in the English language and, if End-User requires, Hour-Zero will translate or arrange for the translation of the EPP or support material, or both, into another language in accordance with and for a fee at Hour-Zero's then current rate.

All translated materials, including all intellectual property rights in the translated EPP and associated materials are owned by Hour-Zero.

**ARTICLE 6 IMPROVEMENTS AND QUALITY CONTROL**

6.1 Access to the Plan:

The End-User shall provide access to the Plan to Hour-Zero in a format requested by Hour-Zero to accommodate any request by the End-User to Hour-Zero to customize the EPP to the Plan. Further, Hour-Zero may request access to the Plan at any time to ensure the compatibility of the EPP to the Plan.

6.2 Improvements Made By Hour-Zero:

Hour-Zero may make, develop or acquire Improvements to the EPP at any time and from time to time. All rights, interests and title in and to the Improvements, including all intellectual property rights therein, made, developed or acquired by Hour-Zero shall be and remain the sole and exclusive property and right of Hour-Zero and the End-User shall have no right to use or exploit the Improvements unless Hour-Zero grants such right or license in writing to the End-User. Hour-Zero will license the Improvements to the End-User on the same terms as the EPP in consideration for the payment of the HZ Online EPP Annual Access/Maintenance/Support Fee provided that the End-User is not in default hereunder.

6.3 Improvements By The End-User:

The End-User may make, develop, or acquire Improvements to the EPP at any time and from time to time. All right, title and interest in and to the Improvements, made, developed or acquired by the End-User shall be and remain the sole and exclusive property and right of Hour-Zero and End-User agrees to transfer and assign to Hour-Zero all of its intellectual property rights in and to any Improvements made, developed or acquired by it (and obtain waivers of moral rights from its employee authors of the End-User Improvements in favor of Hour-Zero).

6.4 Feedback.

To the extent that the End-User provides any comments, information, improvements or changes to the HZ Items (collectively, "Feedback"), the End-User grants Hour-Zero a perpetual, irrevocable, worldwide, royalty free, fully paid up license to freely use, reproduce, modify, distribute and otherwise exercise any rights in or to the Feedback.

6.5 Quality Standards:

The parties acknowledge and agree that Hour-Zero has developed the EPP in anticipation of unforeseeable emergencies that may befall an End-User and as a tool for the development and execution of the Plan. The parties will use commercially reasonable efforts so that the EPP and the Plan are effective and reasonable given the specific nature of an unanticipated emergency and the unforeseeable nature of how each individual emergency will unfold. Hour-Zero warrants that it will periodically monitor codes, regulations and laws which affect the EPP and the Plan but expressly disclaims any warranty or representation regarding the applicability or suitability of the EPP in any particular emergency.

6.6 Quality Service Reviews, Right of Inspection:

Hour-Zero shall have the right to designate from time to time, one or more representatives who shall have the right at any time, upon five (5) days notice to the End-User, to conduct during regular business hours an inspection, test, survey and review of the End-User's facilities and the facilities of any user of the EPP, if any, to determine compliance with the terms and conditions of this Agreement. Notwithstanding, the foregoing, Hour-Zero shall coordinate its inspections so as to minimize impact on the End-User's operations. The End-User agrees to furnish to the representatives of Hour-Zero:

- (a) all of the End-User's materials that are marketed or provided pursuant to this Agreement for inspection, survey, tests and reviews to ensure conformance by End-User to the terms of this Agreement; and
- (b) all performance data in its control relating to the conformance of the EPP to the terms and conditions of this Agreement.

Any such material or data provided to Hour-Zero shall be deemed to be Confidential Information.

6.7 Not for Redistribution:

The EPP is provided for the use of the End-User only and the End-User may not resell, or otherwise transfer, redistribute or make available the EPP or any portion thereof, except as expressly permitted in this Agreement. It is explicitly prohibited to repost or redistribute any portion of the EPP, including but not limited to documents, images

or training; this includes posting or otherwise making Hour-Zero materials available through or on Google Docs or any other third party provider or app.

6.8 Limitations On Reverse Engineering, Decompilation and Disassembly:

The End-User may not reverse engineer, decompile or disassemble the EPP, or the underlying Software, or any portion thereof except and only to the extent that such activity is expressly permitted by applicable law or by Hour-Zero in writing.

6.9 Rental:

The End-User shall not rent, lease, license, lend or otherwise make available the EPP or any portion thereof to any other third party without the express prior written consent of Hour-Zero, which may be withheld in its sole discretion.

## **ARTICLE 7 INTELLECTUAL PROPERTY AND INDEMNIFICATION**

7.1 Ownership of Intellectual Property:

All right, title and interest including all intellectual property rights in and to the EPP, the Software, and the results of the Support Services provided by Hour-Zero to End-User including, without limitation, any images, photographs, animations, video, audio, music, text and "cookies" incorporated into the EPP, the accompanying printed materials, and any copies of the EPP or any portion thereof are exclusively owned by Hour-Zero or its licensors.

7.2 Defence and Indemnity:

Hour-Zero shall defend, indemnify and hold harmless End-User, its affiliates, and their respective directors, officers, trustees, employees and agents from and against all Claims, damages, duties, obligations, costs, expenses and losses, including but not limited to legal fees on a solicitor and own client basis, which one or more may suffer, sustain, pay or incur as a result of any allegation by a non-affiliated third party that End-User's use of the EPP infringes a third party's intellectual property rights.

7.3 Terms of Defence and Indemnity for Hour-Zero Indemnity:

End-User shall promptly notify Hour-Zero, in writing, of any Claim for which End-User believes that it is entitled to indemnification under Section 7.2. Hour-Zero shall assume and have full control of the defence and settlement of any Claim. End-User shall provide reasonable information and assistance requested by Hour-Zero in the defence or settlement of a Claim, at Hour-Zero's expense. End-User shall have no authority to settle any Claim on behalf of Hour-Zero.

## ARTICLE 8 CONFIDENTIALITY

### 8.1 Non-Disclosure. Recipient:

- (a) shall ensure it receives and maintains the Confidential Information in the strictest confidence;
- (b) shall not, without the prior written consent of Disclosing Party or as required by law, disclose the Confidential Information in any manner whatsoever, in whole or in part; and
- (c) shall not use the Confidential Information, directly or indirectly, for any purpose other than in connection with the exercise of its right or the performance of its obligations under this Agreement.

### 8.2 Disclosure:

In the event that Recipient is required by Law to disclose any of the Confidential Information, Recipient shall provide Disclosing Party with prompt written notice of same so that Disclosing Party may either seek a protective order or other appropriate remedy. In the event that the protective order or other appropriate remedy is not obtained, Recipient will furnish only that portion of the Confidential Information which in the reasonable opinion of its legal counsel is legally required and will exercise its reasonable efforts (not including any financial obligation) to obtain reliable assurance that the Confidential Information so disclosed will be accorded confidential treatment.

### 8.3 Third Party Disclosure:

Recipient shall not provide Confidential Information to any third party without prior written consent from Disclosing Party, which consent may be unreasonably withheld. In the event Disclosing Party provides Recipient with its consent, Recipient agrees to be jointly and severally responsible for any breach of this Addendum by a third party to whom it has provided the Confidential Information. Recipient agrees to make best efforts to safeguard Confidential Information from disclosure by that third party to anyone other than as permitted hereby and to ensure that the terms and conditions of this Addendum are binding upon that third party.

### 8.4 Further Relief:

It is understood that a breach of any of the provisions contained in ARTICLE 2, ARTICLE 7 and ARTICLE 8 by a party may cause the other party to suffer a loss for which it could not be adequately compensated by damages. In addition to claiming damages or an indemnity, such party shall be entitled as a matter of right to seek an injunction and enforce such terms and provisions. The foregoing rights shall be cumulative and be in addition to any other remedies that may be available to Disclosing Party.

8.5 Freedom of Information and Protection of Privacy Act Compliance:

Hour-Zero shall, in the performance of its obligations under this Agreement, comply with, the current Freedom of Information and Protection of Privacy Act(s) as governed by and construed in accordance with the laws in which the End-User resides, as amended ("FOIP Act") to the extent that it is applicable, and such compliance shall include ensuring that its officers, employees, subcontractors and agents comply with the application requirement of the FOIP Act.

**ARTICLE 9 LIMITED GENERAL WARRANTY**

9.1 Limited General Warranty:

Hour-Zero warrants that it has used commercially reasonable efforts to develop the EPP such that it incorporates applicable legislation, regulations, directives, policies, and industry codes of practice for use by educational institutions to develop and implement an effective Plan for use in most emergency situations. Except for the above-expressed limited warranty, Hour-Zero makes and the End-User receives no warranties or conditions, express or implied, statutory or otherwise with respect to the EPP or the Plan, and Hour-Zero specifically disclaims any other warranty or condition including the implied warranty or condition of merchantability or fitness for a particular purpose.

Hour-Zero's entire liability and the End-User's exclusive remedy under the warranties provided in this Agreement will be, at Hour-Zero's option, to use commercially reasonable efforts to correct or provide a work-around for errors, or if it is unable to correct or provide a work-around for errors on commercially reasonable terms, it shall either refund the current year's annual fee as identified in 4.2(a) or some portion thereof, based on the time period that the End-User had use of the EPP as a proportion of the Term and terminate this Agreement. No other fees described in this Agreement shall be eligible for refund.

**ARTICLE 10 DISCLAIMER AND LIMITATION OF LIABILITY**

10.1 Disclaimer:

- (a) The EPP is a tool intended to be used by those specifically trained to use the tool under this Agreement. The EPP is not a substitute for the End-User's professional judgment and does not contemplate every emergency and every event which can unfold in any particular emergency. The EPP is intended to assist with the development of a Plan and are not substitutes for independent testing or thinking. Due to the large variety of potential applications for the EPP, the EPP has not been tested in all situations under which it may be used. Hour-Zero shall not be liable in any manner whatsoever for the results obtained through the use of the EPP. Persons using the EPP are responsible for the supervision, management and control of the EPP. This responsibility

includes, without limitation, the determination of the appropriate uses for the EPP and the selection of appropriate software and other programs or tools to achieve intended results. Persons using the EPP are also responsible for establishing the adequacy of independent procedures for responding to emergencies and the accuracy of any EPP output, including all items designed by using the EPP or the Plan.

- (b) For clients using HZ Alert. HZ ALERT IS PROVIDED AS AN COMMUNICATION TOOL AND SHOULD NOT BE CONSIDERED AS A SOLE SOLUTION, BUT RATHER A TOOL TO COMPLEMENT OTHER COMMUNICATIONS STRATEGIES AND METHODS. IT IS NOT A SUBSTITUTE FOR THE END-USER'S AND THEIR STAFF'S PROFESSIONAL JUDGMENT. HZ ALERT HAS NOT BEEN TESTED IN ALL SITUATIONS UNDER WHICH IT MAY BE USED. END-USERS ARE RESPONSIBLE FOR THE USE OF HZ ALERT, INCLUDING, WITHOUT LIMITATION, THE DETERMINATION OF THE APPROPRIATE USES FOR HZ ALERT TO ACHIEVE INTENDED RESULTS. HZ ALERT IS TO BE USED AS A SUPPLEMENTAL RESOURCE TO OTHER INDEPENDENT EMERGENCY RESPONSE PROCEDURES AND RESOURCES OF THE END-USER THAT ARE REDUNDANT AND NOT DEPENDENT ON THE AVAILABILITY OF POWER, INTERNET ACCESS AND OTHER INFRASTRUCTURE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HOUR-ZERO HEREBY DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, MERCHANTABILITY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE FOREGOING DISCLAIMERS AND THESE DISCLAIMERS SHALL NOT APPLY SOLELY TO THE EXTENT NOT ALLOWED BY APPLICABLE LAW.

#### 10.2 End-User Connectivity:

End-User is solely responsible for providing all hardware, telecommunications equipment, software and bandwidth that End-User requires to use the EPP. End-User further acknowledges that data will be transmitted through End-User's browsers and over local exchange, inter-exchange, and Internet/Web carrier lines, routers, switches and other devices owned, maintained and serviced by third party local and long distance carriers, utilities, Internet service providers and others, all of which (including any problems with the use of the EPP resulting from such components of End-User's connectivity to the EPP) are beyond the control of Hour-Zero.

#### 10.3 Limitation of Liability:

- (a) Neither party shall be liable to the other party (including without limitation liability resulting from negligence or under any other legal theory) for any loss of income, profit, use, or production or consequential or indirect loss or damage or any other kind sustained by the other party and arising out of or in

connection with this Agreement, except for personal injury or death or damage to tangible property caused by the negligence of Hour-Zero's employees while on End-User's premises.

- (b) A party's liability to the other party (including without limitation liability resulting from negligence, breach of contract, breach of statutory duty, misrepresentation or under any other legal theory) for any other loss or damage, or injury, sustained by the other party and arising out of or in connection with this Agreement shall not exceed THE AMOUNT ACTUALLY PAID TO HOUR-ZERO FOR THE SERVICES IN THE THREE (3) MONTHS IMMEDIATELY PRIOR TO THE DATE THE CLAIM AROSE for matters pertaining to the EPP as identified in 4.2(a)
- (c) A party's liability to the other party (including without limitation liability resulting from negligence, breach of contract, breach of statutory duty, misrepresentation or under any other legal theory) for any other loss or damage, or injury, sustained by the other party and arising out of or in connection with this Agreement shall not exceed THE AMOUNT ACTUALLY PAID TO HOUR-ZERO FOR THE SERVICES IN THE THREE (3) MONTHS IMMEDIATELY PRIOR TO THE DATE THE CLAIM AROSE for the subscribed service for matters pertaining to subscribed services as identified in SCHEDULE "B"
- (d)

## **ARTICLE 11 TERMINATION AND OBLIGATIONS ON TERMINATION**

### 11.1 Termination:

If either party is in default of any of its material obligations under this Agreement and it has failed to cure, or has failed to diligently take all reasonable measures to cure, the default within 30 days after the party in default has received written notice from the non-defaulting party requiring the party in default to cure the default, then the defaulting party may, by giving 30 days written notice to the defaulting party, cancel the rights granted to the party in default under this Agreement as the non-defaulting party deems appropriate under the circumstances. Furthermore, this Agreement may be terminated if the other party becomes insolvent or bankrupt or proceedings are instituted by the other party seeking relief, reorganization or rearrangement under any laws relating to insolvency, or the other party assigns part or all of its assets to the benefit of creditors, or any arrangement or compromise is made by the other party with any of its creditors, or a receiver, liquidator or trustee of the other party's property or assets is appointed.

If this Agreement expires or is terminated in accordance with this Section 11.1 the following shall apply:

- (a) each party shall return to the other all Confidential Information of the other party, as applicable, that it has in its possession, including any copies made of that Confidential Information, except that if this Agreement expires or is terminated by End-User pursuant to this Section 11.1, End-User shall be entitled to retain any hard copies of their current Plan in order to exercise the rights granted in Section 2.1(b) of this Agreement;
- (b) in the case of termination by Hour-Zero, End-User shall pay to Hour-Zero any outstanding Fees payable through to the effective date of termination;
- (c) the termination of this Agreement shall not affect any rights that have accrued to a party prior to the date of termination of this Agreement and for which that party has made full payment to the other party, if applicable, nor shall termination relieve either party of any obligation or liability accrued under this Agreement before the effective date of termination; and
- (d) the provisions of Section 1.2, ARTICLE 7, ARTICLE 10 and ARTICLE 11 shall survive the effective date of termination of this Agreement.

## **ARTICLE 12 DISPUTE RESOLUTION**

### 12.1 Submission to Senior Management:

In the event of a dispute arising between the parties under or in connection with this Agreement, that dispute shall be promptly referred to a member of senior management of each of the parties, which for Hour-Zero shall be Donna Gingera, CEO or designate or successor and for End-User shall be Carmen Ordonez, Director of Fiscal Services, or designate or successor who shall attempt to resolve the dispute. If the members of senior management are unable to resolve the dispute within 30 days after referral to them, or the further time as the parties may agree in writing, then the parties shall resolve the dispute in accordance with the remaining provisions of this ARTICLE 12.

### 12.2 Unresolved Dispute:

At any time following thirty (30) days after referral of the dispute to senior management, or any longer time as may be agreed to by the parties pursuant to the preceding paragraph, the parties may agree to submit the unresolved dispute to arbitration pursuant to Section 12.3 or either party may, within the limitation periods set out in any applicable legislation, commence litigation with respect to any dispute not settled by senior management.

### 12.3 Arbitration:

Should senior management fail to resolve any dispute pursuant to Section 12.1 and the parties agree to resolve the dispute by arbitration, then the dispute shall be

submitted for arbitration before a single arbitrator and shall be conducted in accordance with the rules of arbitration of the Canadian Foundation for Dispute Resolution and those changes to these rules that the parties agree to in writing prior to submitting the dispute to arbitration. Notwithstanding Section 1.2 if the parties agree to arbitration under this provision the Courts shall not have any jurisdiction over determining the matters in dispute provided that either party may apply for judicial review of the arbitration decision based on an error of law or jurisdictional error by the arbitrator.

## **ARTICLE 13 MISCELLANEOUS**

### 13.1 Further Assurances:

Each of the parties covenants and agrees to execute such further documents and do and perform such further and other acts as may be necessary or desirable from time to time in order to give full effect to the provisions of this Agreement.

### 13.2 Relationship of Parties:

Nothing in this Agreement shall be construed to make the parties hereto partners, joint venturers or agents of each other nor shall either party so hold itself out. All employees, agents, contractors or any other persons employed or retained by Hour-Zero to assist it in the performance of its obligations hereunder shall be solely those of Hour-Zero and have no relationship to the End-User.

### 13.3 Assignability:

A party may not assign this Agreement or any of its rights or obligations under it without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed and any attempted assignment contrary to these requirements shall be void. Notwithstanding the foregoing, in the case of an assignment by a party to a successor to all or substantially all of that party's business and assets, or to an affiliate, the other party's consent shall not be withheld provided that (a) the assignee agrees in writing to be bound by all of the terms and conditions of this Agreement; and (b) there are no fees currently due and outstanding under this Agreement. This Agreement shall enure to the benefit of and be binding upon the parties and their respective legal representatives, successors, and assigns.

### 13.4 Waiver of Obligations:

The parties may by written agreement unilaterally waive any obligation of or restriction upon the other party under this Agreement. No acceptance by a party of any payment by the other party and no failure, refusal or neglect of a party to exercise any right under this Agreement or to insist upon full compliance by the other party with its obligations, including any mandatory specification, standard or operating procedure, shall constitute a waiver of any provision of this Agreement.

13.5 Amendments:

No amendment shall be made to this Agreement unless agreed to in writing by both parties.

13.6 Force Majeure:

Each party shall be excused for its failure to promptly perform any part of this Agreement, if such failure is due to force majeure including, but not limited to, wars, fires, floods, or other natural disasters, strikes, shortage of materials, embargoes, government or legal restrictions or other events beyond its reasonable control. However, if due to force majeure Hour-Zero is unable to carry on its business for a period of more than six (6) months the End-User may, at its sole option, terminate this Agreement. The inability of a party to provide funds or make payments agreed to be made, is not a force majeure event.

13.7 Insurance:

The Parties shall obtain and maintain, for the duration of this Agreement, insurance that is determined satisfactory to the Parties against claims which may arise from or in connection with the performance of this Agreement by the Parties, their agents, representatives, or employees.

13.8 Indemnification:

The Parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents and employees, of and from any and all liability, claims demands, debts, suits, actions and cause of action, including wrongful death and reasonable attorneys' fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement by such indemnifying Party, or its officers, agents and employees.

13.9 Scope of License

- (a) By access the services through HZ Online (as permitted by this Agreement), any party that access the services agrees to be bound by all the terms and conditions of this Agreement.
- (b) For clients using HZ Alert: By downloading HZ Alert from Apple's software distribution platform ("App Store") and Google's software distribution platform ("Play Store"), and any update thereto (as permitted by this Agreement), any party that downloads the app agrees to be bound by all of the terms and conditions of this Agreement.

13.10 Notice:

All notices and other communications required or permitted hereunder shall be in writing and shall be validly given if delivered personally, or sent by certified mail addressed to the party or parties as follows:

For Hour-Zero:

Hour Zero Crisis Consulting Ltd.  
8307 Summerside Grande Blvd.  
Edmonton, Alberta, Canada T6X 0J2

ATTENTION: Donna Gingera, President

For the End-User:

**Beaumont Unified School District**  
**350 Brookside Ave., Beaumont, CA 92223**

ATTENTION: **Carmen Ordonez, Director of Fiscal Services**

13.12 Entire Agreement:

This Agreement, including the attached Schedules, constitutes the entire Agreement of the parties with respect to the subject matter hereof and, except as stated in the Agreement, or in any instruments or documents to be executed and delivered pursuant to this Agreement, contains all of the representations, undertakings and agreements of the parties respecting the subject matter thereof.

The following Schedules are attached to and incorporated into the Agreement by reference and are deemed to be part of it:

Schedule A EPP LICENSE FEE PAYMENT SCHEDULE

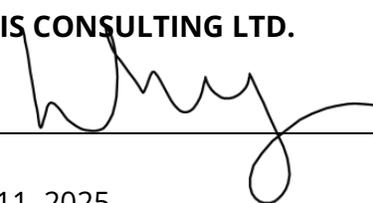
Schedule B ANNUAL SUBSCRIPTION SERVICES FEE SCHEDULE

IN WITNESS THEREOF the parties have executed this Agreement as of the date first above written.

**HRZ ZERO CRISIS CONSULTING LTD.**

Donna Gingera, CEO

Per:

  
\_\_\_\_\_

Date:

March 11, 2025  
\_\_\_\_\_

**END-USER**

**Carmen Ordonez, Director of  
Fiscal Services**

Per:

\_\_\_\_\_

**Beaumont Unified School  
District**

Date:

\_\_\_\_\_

**SCHEDULE "A"**  
**EPP LICENSE FEE PAYMENT SCHEDULE**

	ITEM	FEE
	HZ EPP License Fee	<b>Payment fulfilled under the terms of a preceding contract.</b>
	PAYMENT OF OTHER FEES	
	<p>All other Fees, as described in Section 4.3 shall be invoiced to the End-User from time-to-time, as services are rendered during this Agreement and are due within thirty (30) days of receipt of an invoice.</p> <p>Applicable taxes will be added to fees.</p>	

**Payments shall be made to:**

Hour Zero Crisis Consulting Ltd.  
8307 Summerside Grande Blvd. SW  
Edmonton, Alberta, Canada T6X 0J2

**SCHEDULE "B"**  
**ANNUAL SUBSCRIPTION SERVICES FEE SCHEDULE**  
**(Three Yr Contract Bundle Pricing Applied\*)**

SUBSCRIPTION SERVICES	ANNUAL FEE	PAYMENT DUE
<b>2024-2025 School Year</b>		
HZ Online EPP Annual Access, Support, Maintenance Annual Fee (Reg pricing - \$5,835.00)	\$5,500.00	
CSSP Tool Annual Fee (Regular Price \$5,000.00)	\$3,000.00	
HZ Incident Reporting Annual Fee (Regular Price \$5,000.00)	\$3,000.00	
HZ Alert Tool Annual Fee (Regular Price \$1,500.00)	\$1,250.00	
<b>2024-2025 Year Total</b>	<b>\$12,750.00</b>	April 1, 2025

2025-2026 School Year (Annual Increase Applied)	AMT	Due Date
HZ Online EPP Annual Access, Support, Maintenance Annual Fee	\$5,665.00	
CSSP Tool Annual Fee	\$3,090.00	
HZ Incident Reporting Annual Fee	\$3,090.00	
HZ Alert Tool Annual Fee	\$1,287.50	
<b>2025-2026 Year Total</b>	<b>\$13,132.50</b>	July 1, 2025

<b>2026-2027 School Year (Annual Increase Applied)</b>	<b>AMT</b>	<b>Due Date</b>
HZ Online EPP Annual Access, Support, Maintenance Annual Fee	\$5,835.00	
CSSP Tool Annual Fee	\$3,183.00	
HZ Incident Reporting Annual Fee	\$3,183.00	
HZ Alert Tool Annual Fee	\$1,325.00	
<b>2026-2027 Year Total</b>	<b>\$13,526.00</b>	July 1, 2026

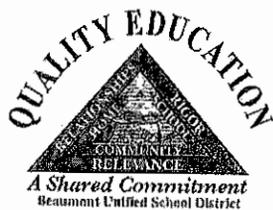
<b>2027-2028 School Year (Annual Increase Applied)</b>	<b>AMT</b>	<b>Due Date</b>
HZ Online EPP Annual Access, Support, Maintenance Annual Fee	\$6,010.00	
CSSP Tool Annual Fee	\$3,278.00	
HZ Incident Reporting Annual Fee	\$3,278.00	
HZ Alert Tool Annual Fee	\$1,365.00	
<b>2027-2028 Year Total</b>	<b>\$13,931.00</b>	July 1, 2027

Fees are due within thirty (30) days of receipt of an invoice.

Applicable taxes will be added to fees.

**Payments shall be made to:**

Hour Zero Crisis Consulting Ltd.  
8307 Summerside Grande Blvd. SW  
Edmonton, Alberta, Canada T6X 0J2



# BEAUMONT UNIFIED SCHOOL DISTRICT

## BOARD OF TRUSTEES

Mrs. Melissa Williamson President  
 Mr. Jeff Brown Vice President  
 Dr. Lanston M. Sylvester Clerk  
 Mrs. Susie Lara Member  
 Mr. David Sanchez Member

## EXECUTIVE CABINET

Mrs. Mays Kakish Superintendent  
 Dr. Ebon Brown Assistant Superintendent  
 Instruction & Support Services  
 Mrs. Jennifer Castillo Assistant Superintendent  
 Human Resources  
 Mr. Sergio San Martin Chief Business Official

### HOLD HARMLESS AND INDEMNIFICATION

CONSULTANT/VENDOR shall comply with all DISTRICT policies, rules, and regulations while on site; no smoking in compliance of California Health and Safety Code 104420, DISTRICT's Board Policy, BP3513.3, and appropriate behavior, including the use of offensive language as sited in California Education Code 44810, 44811 and DISTRICT's Board Policy AR3515.2 (a). The DISTRICT assumes no liability or responsibility for any personal property of CONSULTANT/VENDOR or of its employees, agents, representatives, guests, or invitees of CONSULTANT/VENDOR, brought on to the premise during the term of this Agreement. In addition, CONSULTANT/VENDOR its employees, agents, representatives, guests, or invitees accepts premises and adjoining areas as is and releases, discharges and shall indemnify, defend and hold harmless the DISTRICT, the DISTRICT's Board, and their agents, employees and representatives from any and all liability, claims, judgments or demands, including reasonable attorney's fees and costs, which may arise from all injuries, deaths (CONSULTANTS/VENDORS, agents, employees, representatives, guests and invitees included) and damage to property arising directly or indirectly out of this Agreement including but not limited to CONSULTANT's/VENDOR's use of the premises, the adjoining areas, including the parking lots, including but not limited to DISTRICT's, the DISTRICT's Board's own active negligence or acts other than fraud, willful misconduct or violation of the law. In addition, if CONSULTANT/VENDOR has access to or will be receiving and personal or private information about the DISTRICT its students, personnel, students or parents or any other third party, the DISTRICT assumes no liability or responsibility. CONSULTANT/VENDOR assumes any and all liability for claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from invasion of privacy violations, breach of privacy, information theft, financial theft/information, damage to or destruction of electronic data or information release of private information, alteration of electronic information, and/or extortion and network security.

### INSURANCE REQUIREMENTS

CONSULTANT/VENDOR shall obtain and maintain the insurance coverages and limits as shown below for the duration of this Agreement, and issue the DISTRICT the certificate(s) and endorsement(s) (see marked box(s) for requested insurance), naming the Beaumont Unified School District as the Certificate Holder, using the DISTRICT address of 350 W. Brookside Avenue, Beaumont, CA 92223. *No services shall commence until all insurance documents are received and approved by the DISTRICT's Business Services Division. Please note the DISTRICT may require increased coverage due to nature of event and/or services.*

- General Liability (GL):** A minimum of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate using an occurrence form; the Beaumont Unified School District, its Board, officers, agents and employees shall be included as Additional Insured either by specific endorsement naming these parties or a blanket additional insured endorsement.
- Proof of Coverage for Cyber Liability:** A minimum of \$2,000,000.00, \$2,000,000.00 aggregate.

DISTRICT/Site staff will fill out the table below:

DETAILED DESCRIPTION OF EVENT/ACTIVITY: Read A Thon Kick Off Assembly
SCHOOL SITE/LOCATION OF EVENT: Starlight Elementary School
DATE & TIME: 3/3/2025 - 12:25-12:55 & 1:00-1:30
CONSULTANT/VENDOR NAME AND CONTACT INFORMATION: Inland Empire 66ers Minor League Baseball
EVENT/ACTIVITY SPONSOR (District, Club, etc.) Read A Thon Kick Off Assembly
CIVIC PERMITS ID#

\_\_\_\_\_  
 CONSULTANT/VENDOR SIGNATURE (PRESIDENT/AUTHORIZED SIGNER)

Mike Cano Mc  
 \_\_\_\_\_  
 PRINTED NAME & TITLE

3/3  
 \_\_\_\_\_  
 DATE

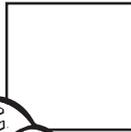


# HELP BERNIE GET TO THE 66ERS GAME

### RULES:

1. COMPLETE EACH READING TASK OR ACTIVITY ONE AT A TIME
2. HAVE A PARENT/GUARDIAN INITIAL THE SQUARE WHEN COMPLETED
3. ONCE COMPLETED, FILL OUT THE INFO BELOW AND REDEEM AT THE 66ERS BOX OFFICE FOR TWO (2) FREE TICKETS TO SELECT 66ERS GAMES (TBD). \*BOX OFFICE TIMES TBD, CHECK 66ERS SOCIAL MEDIA FOR UPDATES

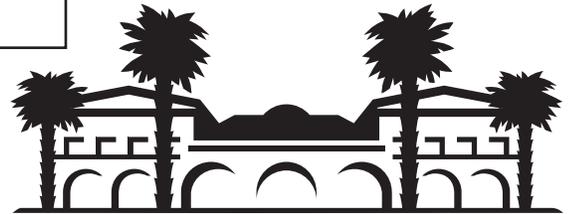
START



FINISH

PRESENTED BY

**Thinkwise**  
CREDIT UNION



### TASKS:

1. READ A BOOK OF YOUR CHOICE FOR 30 min.
2. PLAY CATCH/BASEBALL OUTSIDE FOR 30 min.
3. READ A BOOK ABOUT BASEBALL FOR 30 min.
4. COMPLETE YOUR SCHOOL WORK FOR THE WEEK
5. SPEND 30 MINUTES READING 3 OUT OF 7 DAYS THIS WEEK
6. DO AN OUTSIDE ACTIVITY FOR 30 min.
7. WRITE A SHORT STORY ABOUT BASEBALL AND SHARE WITH THE 66ERS SOCIAL MEDIA
8. READ A BOOK OF YOUR PARENTS CHOICE
9. TRY A NEW SPORT FOR 30 min.
10. READ A BOOK OF YOUR CHOICE FOR 30 min.

NAME: \_\_\_\_\_ GRADE: \_\_\_\_\_

SCHOOL: \_\_\_\_\_ PARENTS SIGNATURE: \_\_\_\_\_

SAN MANUEL STADIUM

909-888-9922 • 280 SOUTH E STREET • SAN BERNARDINO, CA 92401

**RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS**

3939 Thirteenth Street  
Riverside, California 92501

**AGREEMENT FOR PROFESSIONAL DEVELOPMENT SERVICES**  
**School Engagement and Wellness**  
**(District Expense)**

This Agreement is entered into by and between the **Riverside County Superintendent of Schools**, hereinafter referred to as “SUPERINTENDENT,” and **Beaumont Unified School District**, hereinafter referred to as “DISTRICT”, each being a “Party” and collectively the “Parties”.

**AGREEMENTS**

1. **TERM:** The term of this Agreement shall be from **July 1, 2024**, through June 30, 2025.
2. **SERVICES:**
  - A. SUPERINTENDENT agrees to provide services for DISTRICT as follows:  
Professional Development for 1 site team in the area of Tier 2 Positive Behavioral Interventions and Supports (PBIS), Year 1 through the Multi-Tiered System of Supports (MTSS) Framework as specified on **Attachment A, Detailed Listing of Services**.
  - B. Services will be provided by an instructor holding the proper credentials authorizing such services.
3. **PAYMENT:**
  - A. DISTRICT agrees to pay SUPERINTENDENT the amount of **\$5,000.00**, said amount being not less than the cost of providing said services, and payable within 45 days from receipt of an invoice(s).
  - B. In no event shall the total amount of this Agreement exceed the amount of **\$5,000.00** without the written modification and approval of the DISTRICT.
4. **NON-DISCRIMINATION:** DISTRICT shall not illegally discriminate against any individual, including, without limitation, with respect to the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including sexual orientation, gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy-related medical conditions), political belief or affiliation (not union related), military or veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local laws. Harassment, retaliation, intimidation and bullying is also prohibited. DISTRICT shall comply with any and all applicable state, federal and other laws that prohibit discrimination, including, without limitation, Title IV, Title VI and Title VII of the Civil Rights Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act.
5. **TERMINATION:** Either Party may terminate this Agreement, in whole or in part, and without need for cause, by giving 30 day written notice stating the extent and effective date of termination.

Upon any termination pursuant to this Paragraph taking effect, SUPERINTENDENT shall cease all work and services to the extent specified in the termination notice, and DISTRICT shall pay SUPERINTENDENT, in accordance with this Agreement, for all work and services performed prior to

termination.

- 6. **INDEPENDENT CONTRACTOR:** SUPERINTENDENT, while engaged in the performance of this Agreement, is an independent contractor, and is not an officer, agent or employee of DISTRICT.
- 7. **WORKERS' COMPENSATION:** SUPERINTENDENT is aware of the laws of State of California requiring employers to be insured against liability for Workers' Compensation and shall comply with such laws during the term of this Agreement.
- 8. **OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA):** SUPERINTENDENT is aware of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verifies that all performance under this Agreement shall be in compliance therewith.
- 9. **ASSIGNMENT:** Neither this Agreement nor any duties or obligations under this Agreement may be assigned without the prior written consent of both Parties to this Agreement. Any assignment or purported assignment of this Agreement without prior written consent of the other Party will be deemed void and of no force or effect.
- 10. **MUTUAL HOLD HARMLESS:** The Parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents and employees, of and from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys' fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement by such indemnifying Party, or its officers, agents and employees.
- 11. **AMENDMENT:** This Agreement may only be amended in writing by the mutual consent of the Parties hereto.

By signing this Agreement, DISTRICT acknowledges and agrees to the terms and conditions including the following exhibits:

**A. ATTACHMENT A-Detailed Listing of Services**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as evidenced by the signatures below of their respective duly authorized representatives.

**Riverside County Superintendent of Schools**  
**3939 Thirteenth Street**  
**Riverside, CA 92501**

**Beaumont Unified School District**  
**350 W. Brookside Avenue**  
**Beaumont, CA 92223**

Signed \_\_\_\_\_  
Authorized Signature

Signed \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name and Title

Carmen Ordonez - Director of Fiscal Services  
\_\_\_\_\_  
Printed Name and Title

Date \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT A**  
 Detailed Listing of Services

**Beaumont Unified School District**

Description of Service	Amount
<p style="text-align: center;"><b>Three Rings Ranch Elementary School</b></p> <p><b>Professional Development for 1 site team in the area of Tier 2 Positive Behavioral Interventions and Supports (PBIS), Year 1 through the Multi-Tiered System of Supports (MTSS) Framework</b></p> <p><b>Professional development will focus on:</b></p> <ul style="list-style-type: none"> <li>• Introducing and Developing Tier 2 Components and Critical Features</li> <li>• Integrating Mental Health and Social-Emotional Learning (SEL)</li> <li>• Creating Efficient Team Meeting Structures (TIPS)</li> <li>• Introducing Tier 2 Interventions (i.e., “Check-In, Check-Out”)</li> <li>• Developing Interventions and Monitoring Student Progress</li> <li>• Evaluating and Monitoring Fidelity; Using Data for Action Planning</li>   <li>• All professional development will be delivered virtually.</li> <li>• 2 Consultants</li> </ul>	<p><b>\$5,000.00</b></p>
<p><b>Additional Support</b></p> <ul style="list-style-type: none"> <li>• Unlimited coaching and technical assistance.</li> <li>• Document development.</li> <li>• Unlimited access to RCOE PBIS virtual professional development trainings for the 2024-25 school year.</li> </ul>	<p><b>Included</b></p>
<p><b>Total</b></p>	<p><b>\$5,000.00</b></p>



# Beaumont Unified School District

## RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated March 26, 2025 to the AGREEMENT between the Beaumont Unified School District and PlaceWorks (Atwell) is as follows:

(Consultant Name as shown on the agreement and W-9)

**SECTION A – RENEWAL:**

- Renewal Option: List the Renewal Term of Contract: \_\_\_\_\_
- A. Renewal amount of Contract: \_\_\_\_\_ \$ \_\_\_\_\_
- B.  Fee Schedule  Lump Sum: \_\_\_\_\_
- (See attached or Lump sum)

**SECTION B – AMENDMENTS ONLY (Decrease/Increase/Add Services/Changes to Contract):**

Amendment No (i.e. 1, 2, or 3) 3 Contract Term: 03/26/25 - 06/30/26

- This amendment represents a modification to services as follows:  
 An agreement to increase the contract amount by \$12,045.00.

**ORIGINAL CONTRACT AMOUNT** ..... \$ 40,134.00

- This amendment represents an **increase** in the contract amount or fee schedule attached: \$ 12,045.00

- This amendment represents a **decrease** in the contract amount or fee schedule attached: \$ \_\_\_\_\_

**NEW CONTRACT AMOUNT** ..... \$ 52,179.00

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN THE SAME:

Requestor's Information
School/Department: <u>Facilities</u>
Contact Person <u>Ana Gonzalez</u> Ext. <u>005327</u>
Order Number: _____
Account number: _____
P.O. Number (not required for new contracts): <u>C0012204</u>
Required Updated Forms
<b>Check off any items that are applicable to the contract:</b>
<input checked="" type="checkbox"/> Fee Schedule
<input type="checkbox"/> Business/Professional License (if expired)
<input type="checkbox"/> Insurance: General Liability/Professional Liability/E&O
<input type="checkbox"/> Insurance: Business Auto Liability
<input type="checkbox"/> Insurance: Workers' Compensation or Certification
<input type="checkbox"/> Other - Professional Service Certificate (if expired)

Consultant Authorized Representative								
<div style="display: flex; justify-content: space-between;"> <div style="font-size: 1.2em; font-weight: bold;">Dwayne Mears</div> <div style="font-size: 0.8em;">Digitally signed by Dwayne Mears Date: 2025.03.05 15:39:22 -08'00'</div> </div>								
<small>CONSULTANT'S SIGNATURE</small> <div style="font-size: 1.5em; font-weight: bold; margin-top: 5px;">Principal</div>								
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><small>PRINT NAME</small></td> <td style="width: 50%; border: none;"><small>TITLE</small></td> </tr> <tr> <td style="border: none;">Dwayne Mears</td> <td style="border: none;">Principal</td> </tr> </table>	<small>PRINT NAME</small>	<small>TITLE</small>	Dwayne Mears	Principal				
<small>PRINT NAME</small>	<small>TITLE</small>							
Dwayne Mears	Principal							
<table style="width: 100%; border: none;"> <tr> <td style="width: 100%; border: none;"><small>Address</small></td> </tr> <tr> <td style="border: none;">3 MacArthur Place, Suite 1100</td> </tr> <tr> <td style="border: none;"><small>City/State/Zip</small></td> </tr> <tr> <td style="border: none;">Santa Ana, CA 92707</td> </tr> <tr> <td style="border: none;"><small>Phone</small></td> </tr> <tr> <td style="border: none;">714-966-9220</td> </tr> <tr> <td style="border: none;"><small>Email</small></td> </tr> <tr> <td style="border: none;">dmears@placeworks.com</td> </tr> </table>	<small>Address</small>	3 MacArthur Place, Suite 1100	<small>City/State/Zip</small>	Santa Ana, CA 92707	<small>Phone</small>	714-966-9220	<small>Email</small>	dmears@placeworks.com
<small>Address</small>								
3 MacArthur Place, Suite 1100								
<small>City/State/Zip</small>								
Santa Ana, CA 92707								
<small>Phone</small>								
714-966-9220								
<small>Email</small>								
dmears@placeworks.com								
<input checked="" type="checkbox"/> Provided updated form(s) and are attached.								

February 7, 2025

Ana Gonzalez  
Director of Facilities Planning  
Beaumont Unified School District  
350 West Brookside Avenue  
Beaumont, California 92223

Subject: Request for Funds for Additional DTSC and Title 5 Services for Atwell TK-8 School Project (BEA-08)

Dear Ana:

Thank you for the opportunity to provide our request for funds for additional DTSC and Title 5 services beyond those outlined in our approved contract dated July 26, 2023, and subsequent contract amendment dated March 6, 2024. The scope for the additional services is outlined below and the cost for the services is provided in the table at the end of this request.

As Principal, I am authorized to bind PlaceWorks and the project team to the contents of this contract amendment. If you have any questions regarding the contents of this proposal, please feel free to contact the undersigned.

Respectfully submitted,

**PLACEWORKS**

  
Dwayne Mears  
Principal

  
Jorge Estrada  
Senior Associate

## Scope of work

### TASK. PROJECT MANAGEMENT

Additional time and effort by PlaceWorks project manager will be required to oversee the additional out-of-scope work to be conducted by Ninyo & Moore outlined below. It should be noted that no additional funds are needed to oversee the work by Ninyo & Moore as there is remaining budget in the contract for PlaceWorks staff to oversee the work.

### TASK. ADDITIONAL DTSC SERVICES

Pursuant to the District’s request, Ninyo & Moore (as subconsultant to PlaceWorks) will assist the District with the final steps of the public review process for the Preliminary Environmental Assessment (PEA) report prepared by Ninyo & Moore for the project site, for which a letter of adequacy was issued on January 6, 2025 by DTSC. Following is the scope of service to be provided by Ninyo & Moore, which are services to be provided beyond the scope of service outline the approved contract dated February 14, 2024

- » Additional correspondence with the District and DTSC in support of the Public Review Process towards the DTSC’s certification of the site for future use as a school.
- » Review of a Notice of Public Hearing prepared by the District, which will include the site information, description of activities conducted, and information regarding the public hearing and comment period, and providing comments and revisions to the District.
- » Attendance at one School Board meeting by two Ninyo & Moore personnel in order to answer any questions that the School Board members may have.
- » Responding to public comments submitted to the District during the Public Review process.
- » Preparation of a letter that discusses the Public Review process, any comments submitted by the public, and responses to these comments.

**Assumption:** The PEA Report, and DTSC letter of adequacy dated January 6, 2025, will be placed in the designated repositories for public access and review prior to the start of the public comment period by the District.

## Cost Estimate

**Table 1. Cost Estimate**

Task	Previous Contract Amount	Amount of This Amendment	New Contract Amount
<b>LABOR</b>			
DTSC and Title 5 Services (PlaceWorks and Ninyo & Moore)	\$40,134	\$12,045	\$52,179
<b>TOTAL</b>	<b>\$40,134</b>	<b>\$12,045</b>	<b>\$52,179</b>



# Beaumont Unified School District

## RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated March 26, 2025, to the AGREEMENT between the Beaumont Unified School District and PlaceWorks (Fairway) is as follows:  
(Consultant Name as shown on the agreement and W-9)

**SECTION A – RENEWAL:**

- Renewal Option: List the Renewal Term of Contract: \_\_\_\_\_
- A. Renewal amount of Contract: \_\_\_\_\_ \$ \_\_\_\_\_
- B.  Fee Schedule  Lump Sum: \_\_\_\_\_  
(See attached or Lump sum)

**SECTION B – AMENDMENTS ONLY (Decrease/Increase/Add Services/Changes to Contract):**

Amendment No (i.e. 1, 2, or 3) 2 Contract Term: 03/25/25 - 06/30/25

- This amendment represents a modification to services as follows:  
 An agreement to increase the value from \$34,524.00 to \$113,820.00 for additional work.

**ORIGINAL CONTRACT AMOUNT** ..... \$ 34,524.00

This amendment represents an **increase** in the contract amount or fee schedule attached: \$ 79,296.00

This amendment represents a **decrease** in the contract amount or fee schedule attached: \$ \_\_\_\_\_

**NEW CONTRACT AMOUNT** ..... \$ 113,820.00

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN THE SAME:

Requestor's Information
School/Department: <u>Facilities</u>
Contact Person <u>Ana Gonzalez</u> Ext. <u>005327</u>
Order Number: _____
Account number: _____
P.O. Number (not required for new contracts): <u>C0012205</u>
Required Updated Forms
<b>Check off any items that are applicable to the contract:</b>
<input checked="" type="checkbox"/> Fee Schedule
<input type="checkbox"/> Business/Professional License (if expired)
<input type="checkbox"/> Insurance: General Liability/Professional Liability/E&O
<input type="checkbox"/> Insurance: Business Auto Liability
<input type="checkbox"/> Insurance: Workers' Compensation or Certification
<input type="checkbox"/> Other - Professional Service Certificate (if expired)

Consultant Authorized Representative	
<b>Dwayne Mears</b>	<small>Digitally signed by Dwayne Mears Date: 2025.02.27 10:28:38 -08'00'</small>
<small>CONSULTANT'S SIGNATURE</small>	
Dwayne Mears	<b>Principal</b>
<small>PRINT NAME TITLE</small>	
3 MacArthur Place, Suite 1100	
<small>Address</small>	
Santa Ana, CA 92707	
<small>City/State/Zip</small>	
Phone 714-966-9220	
Email <u>dmears@placeworks.com</u>	
<input checked="" type="checkbox"/> Provided updated form(s) and are attached.	



February 7, 2025

Ana Gonzalez  
Director of Facilities Planning  
Beaumont Unified School District  
350 West Brookside Avenue  
Beaumont, California 92223

Subject: Request for Funds for Additional DTSC Services for Fairway Canyon TK-5 School Project (BEA-09)

Dear Ana:

Thank you for the opportunity to provide our request for funds for additional DTSC and Title 5 services beyond those outlined in our approved contract dated July 26, 2023, and subsequent contract amendment dated March 6, 2024. The scope for the additional services is outlined below and the cost for the services is provided in the table at the end of this request.

As Associated Principal, I am authorized to bind PlaceWorks and the project team to the contents of this contract amendment. If you have any questions regarding the contents of this proposal, please feel free to contact the undersigned.

Respectfully submitted,

**PLACEWORKS**

A blue ink signature of Dwayne Mears.

Dwayne Mears  
Principal

A blue ink signature of Jorge Estrada.

Jorge Estrada  
Senior Associate

## Scope of work

### TASK. PROJECT MANAGEMENT

Additional time and effort by PlaceWorks project manager will be required to oversee the additional out-of-scope work to be conducted by Ninyo & Moore outlined below. It should be noted that no additional funds are needed to oversee the work by Ninyo & Moore as there is remaining budget in the contract for PlaceWorks staff to oversee the work.

### TASK. ADDITIONAL DTSC SERVICES

Pursuant to the District's request, Ninyo & Moore (as subconsultant to PlaceWorks) will assist the District in obtaining certification from the Department of Toxic Substances Control (DTSC) for the proposed Fairway Canyon Tk-5 School Project. DTSC stated in a conditional workplan approval letter, dated January 21, 2025, that based on the scope of work provided in the Preliminary Environmental Assessment (PEA) Work Plan (WP), implementation is approved with the following conditions:

- » 10 feet below ground surface (bgs) soil samples should be collected from each boring, while the 3 to 3.5 feet bgs samples originally proposed in each boring can be removed from the sampling plan.
- » A Human Health Risk Assessment (HHRA) including both residents (adults and children) as well as construction workers should be completed.
- » DTSC must be notified 10 days in advance of field work.

Following is the scope of service to be provided by Ninyo & Moore, which are services to be provided beyond the scope of service outline the approved contract dated March 6, 2024. The scope of work provided in this contract amendment is based on the PEA WP and the conditional WP approval letter from DTSC. The additional scope of services include:

- » Project coordination activities and additional correspondence with the District and DTSC regarding the project site. This includes two 1-hour meetings.
- » Implementation of the PEA WP and conditional items in the field, including:
  - Distribute fieldwork notices to line-of-sight neighbors. Field notices posted along the fence line will be laminated.
  - Conduct a site visit to mark the proposed boring locations using chalk, chalk-based paint, or marking flags.
  - Notify Underground Service Alert (USA) at least 48 hours prior to conducting subsurface intrusive activities.
  - Employ the services of a geophysical utility clearance subcontractor to clear proposed borings of subsurface appurtenances prior to advancing the borings.
  - In accordance with the PEA WP and to comply with the additional requirements in the conditional WP approval letter, Ninyo & Moore will advance eight borings to approximately 10 feet bgs via hand augering (from surface to 5 feet bgs) and direct push (from 5 to 10 feet bgs) for the purpose of collecting soil samples. Soil samples will be collected at the following depths: approximately near surface to 0.5 feet bgs, 1.5 to 2 feet bgs, 4.5 to 5 feet bgs, and 9.5 to 10 feet bgs. Sampling equipment will be decontaminated before/after each sample is collected. Soil samples will be collected in laboratory-supplied containers and transported following standard industry protocols to a California Department of Public Health, Environmental Laboratory Accreditation Program certified laboratory. As part of the WP, 32 primary soil samples, three duplicate soil samples, and one equipment blank

sample will be analyzed within ten business days turnaround time for the following analyses: chlorinated herbicides in accordance with EPA Method 8151A; organochlorine pesticides in accordance with United States Environmental Protection Agency (EPA) Method 8081A; organophosphorous pesticides in accordance with EPA Method 8141A; Title 22 Metals (except thallium) in accordance with EPA Method 6010B/7471A; and Thallium in accordance with EPA Method 6020.

- The annular space from each boring will be filled with hydrated granular bentonite and the surface will be capped and made flush with the surrounding topsoil.
  - The field geologist will perform the field work under the direct supervision of a professional geologist or civil engineer.
  - The soil cuttings and decontamination water will be stored in one 55-gallon labeled drum for lawful off-site disposal. For waste characterization, one sample of soil cuttings will be analyzed for total petroleum hydrocarbons (speciated as gasoline, diesel, and motor oil organic ranges) by EPA Method 8015M, Title 22 Metals by EPA Methods 6010B/7471A, and volatile organic compounds by EPA 8260. The waste will be characterized as nonhazardous waste for disposal.
- » Following the conclusion of fieldwork and receipt of laboratory analytical results, Ninyo & Moore will prepare a PEA Report that will present the results of the assessment. The report will include a summary of activities, figures showing the sample locations, appropriate tables, results, level II data validation, laboratory reports, and other applicable information. The report will include the following elements: Site Description; Background Information; Environmental Setting; PEA Sampling Activities and Methodology; Laboratory Analytical Results; Human Health Screening Evaluation (Comparison to Screening Levels); HHRA (if needed, see below); 95 percent UCL statistical analysis (if needed); Conduct data validation; Figures & Tables; Soil boring logs; Opinion of Environmental Professional; and Conclusions and Recommendations.
- » Should the results of the Human Health Screening Evaluation exceed applicable regulatory screening levels, an HHRA of the risks of exposure to residents (parents and children) and construction workers will be required to be prepared. The HHRA will be prepared by a toxicologist under a stand-alone, separate cover and include the data obtained from the PEA. The HHRA will estimate potential human health risks associated with residual concentration of chemicals of concern to make determinations based on exposure risk to residents (parents and children) and construction workers. The HHRA will include the following sections: Objectives and Goals; Summary of Investigation Findings and Chemical of Potential Concern Identification; Exposure Assessment (the exposure assessment will include consideration of exposure route through ingestion, contact, inhalation, and non-dietary ingestion); Toxicity Assessment; Risk Characterization; and Uncertainty Analysis.
- » One round of revisions and comment responses to DTSC comments on the PEA report are included.
- » Assuming additional sampling is not required as a result of the PEA, and DTSC issues a Letter of Adequacy upon reviewing our response to comments and revised PEA report, the following activities will be carried out in support of certification of the project site:
- Additional correspondence with the District and DTSC in support of the Public Review Process towards the DTSC's certification of the project site for future use as a school.
  - Review of a Notice of Public Hearing prepared by the District, which will include the site information, description of activities conducted, and information regarding the public hearing and comment period, and providing comments and revisions to the District.



- Attendance at one School Board meeting by two Ninyo & Moore personnel in order to answer any questions that the School Board members have; or responding to public comments submitted to the District during the Public Review process.
- Preparation of a letter that discusses the Public Review process, any comments submitted by the public, and responses to these comments.

**Assumption:** The following assumptions have been made in the preparation of our scope of services.

» For implementation of the PEA:

- Drilling or encroachment permits are not required.
- Cost for field personnel to conduct soil sampling activities are based on up to one field day for sample collection.
- Each sample location is not located in pavement and will not require coring by mechanical means in order to expose the soils for sampling.
- For purposes of bidding, we have assumed 100 notices will be distributed to neighbors within line of site (1/8th of a mile) of the proposed school location.
- Additional meetings with DTSC beyond the two meetings those described above are not included.

» Assuming additional sampling is not required as a result of the PEA, and DTSC issues a Letter of Adequacy upon reviewing our response to comments and revised PEA report, all documentation subject to public review will be placed in the designated repositories for public access and review prior to the start of the public comment period by the District.

## Cost Estimate

**Table 1. Cost Estimate**

Task	Previous Contract Amount	Amount of This Amendment	New Contract Amount
<b>LABOR</b>			
DTSC and Title 5 Services (PlaceWorks and Ninyo & Moore)	\$34,524	\$79,296	\$113,820
<b>TOTAL</b>	<b>\$34,524</b>	<b>\$79,296</b>	<b>\$113,820</b>

**Customer name:** Beaumont Unified School District

**Primary contact name:** Mat Barnett

**Primary contact email:** mbarnett@beaumontusd.k12.ca.us

**Billing address:**  
350 W BROOKSIDE AVE  
BEAUMONT, California 92223  
United States

**Will a PO be required? (If Yes, please provide form)**

**Tax exempt? (If Yes, please provide certificate)**

**Service start date:** 07-04-2025

**Service end date:** 06-30-2026

**Payment terms:**

Upfront

**Billing terms:**  
Net 30

**NoRedInk Remittance Address for Checks:**

NoRedink Corp  
PO Box 92507  
Las Vegas, NV 89193-2507

**Billing email:** purchasing-ap@beaumontusd.k12.ca.us

**Billing contact name:** Accounting Assistant

SUMMARY					
PRODUCT	SCHOOL	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
District Licensing	Beaumont High School	NoRedInk Premium for up to 2500 students.	\$0.00	1	\$0.00
District Licensing	San Gorgonio Middle School	NoRedInk Premium for up to 1000 students.	\$0.00	1	\$0.00
District Licensing	Summerwind Trails School	NoRedInk Premium for up to 399 students.	\$0.00	1	\$0.00
District Licensing	Glen View High School	NoRedInk Premium for up to 130 students.	\$0.00	1	\$0.00
District Licensing	Mountain View Middle School	NoRedInk Premium for up to 1000 students.	\$0.00	1	\$0.00
District NoRedInk Premium	Beaumont Unified School District	NoRedInk Premium for designated students.	\$46,266.80	1	\$46,266.80
Live Virtual Training	Beaumont Unified School District	Each virtual training session can have up to 20 teachers.	\$550.00	3	\$1,650.00
<b>TOTAL:</b>					\$47,916.80

- 
- Start date will be as stated or later pending receipt of signatures and any required documents (PO and tax exempt certificates, as applicable).
  - End date will be as stated or later to maintain the term length.
  - If applicable, all unused Premium training services will expire annually on the service end date.
  - Training dates can only be confirmed after order forms are signed by both parties.
  - If applicable, state sales tax will be added to your invoice unless proof of exemption has been received by NoRedInk prior to invoicing.

**Please sign and return to: [diana.vacca@noredink.com](mailto:diana.vacca@noredink.com)**

**Contract terms:**

This Order Form incorporates and is subject to the Master Services Terms — collectively the “Agreement” — and constitutes a binding contract entered into by and between NoRedInk Corp. (“NoRedInk”), a Delaware corporation with its principal place of business at 548 Market Street, PMB 66984, San Francisco, CA 94105, and the entity listed below as client (“Client”). The Master Services Terms are available at: [NoRedInk Master Services Agreement](#). The Data Protection Addendum is available at: [NoRedInk Data Protection Addendum](#)

NoRedInk Corp. Signature	Beaumont Unified School District Signature
<p><b>Signature:</b> </p> <p><b>Name:</b> Diana Vacca</p> <p><b>Title:</b> Head of Customer Success</p> <p><b>Date:</b> 3/6/2025</p>	<p><b>Signature:</b></p> <p><b>Name:</b> Carmen Ordonez</p> <p><b>Title:</b> Director of Fiscal Services</p> <p><b>Email:</b> <a href="mailto:contracts@beaumontusd.k12.ca.us">contracts@beaumontusd.k12.ca.us</a></p> <p><b>Date:</b></p>

# Renaissance

2911 Peach Street, Wisconsin Rapids, WI 54494-1905  
Phone: (800) 338-4204 | Fax: (877) 280-7642  
Federal I.D. 39-1559474  
www.renaissance.com

Quote  
# Q-125859

## Beaumont Unified School District - 342766

### Billing Contact

Tamarin Wood  
Email - [twood@beaumontusd.k12.ca.us](mailto:twood@beaumontusd.k12.ca.us)  
PO Box 187  
Beaumont, CA 92223-0187

## Quote Summary

School Count: 4

Renaissance Products & Services Total	\$19,887.90
Applied Discounts	(\$363.20)
Estimated Sales Tax	\$0.00
<b>Grand Total</b>	<b>USD \$19,524.70</b>

### This quote includes: Services and Accelerated Reader.

By signing below, Customer:

- Acknowledges that the Person signing this Quote is authorized to do so on behalf of Customer.
- Agrees Customer's access to and use of the Products and Services referenced in the Quote (and any other quote issued to Customer during the Subscription Period) are subject to compliance with the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf>, incorporated herein by reference.
- Acknowledges and agrees that the applicable Data Protection Addendum and Privacy Notices located at <https://docs.renaissance.com/R62068> are incorporated into this Agreement. Additional information about Renaissance's privacy and security is available at <https://www.renaissance.com/privacy/>.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an Invoice for this Quote promptly after the date the Order is processed at Renaissance. If Customer requires a purchase order, Customer agrees to provide the purchase order to Renaissance as an attachment to this signed quote. Customer agrees to pay the invoice within 30 days after the Invoice Date.

Customer indicates that no Purchase Order is required, and that Billing Contact information is correct.

Renaissance Learning, Inc.	Beaumont Unified School District
	By:
Name: Ted Wolf	Name: Carmen Ordonez
Title: Chief Financial Officer	Title: Director of Fiscal Services
Date: 24-Jan-2025	Date:

Email: [electronicorders@renaissance.com](mailto:electronicorders@renaissance.com)

If changes are necessary, or additional information is required, please contact your account executive Jen Higgins at (909) 284-4935. Thank you.

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

# Renaissance

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Federal I.D. 39-1559474

[www.renaissance.com](http://www.renaissance.com)

## Quote

# Q-125859

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

# Renaissance

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 Phone: (800) 338-4204 | Fax: (877) 280-7642  
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Quote  
 # Q-125859

Quote Details				
<b>Starlight Elementary School</b>				
Products & Services	Quantity	Unit Price	Discount	Total
Quote Year 1: 01-Jul-2025 – 30-Jun-2026				
Platform				
Annual All Product Renaissance Platform	1	\$750.00	\$0.00	\$750.00
Accelerated Reader				
Accelerated Reader Subscription	735	\$7.77	(\$117.60)	\$5,593.35
<b>Quote Year 1 Subtotal</b>			<b>(\$117.60)</b>	<b>\$6,343.35</b>
<b>Starlight Elementary School Total</b>			<b>(\$117.60)</b>	<b>\$6,343.35</b>
<b>Anna Hause Elementary</b>				
Products & Services	Quantity	Unit Price	Discount	Total
Quote Year 1: 01-Jul-2025 – 30-Jun-2026				
Platform				
Annual All Product Renaissance Platform	1	\$750.00	\$0.00	\$750.00
Accelerated Reader				
Accelerated Reader Subscription	600	\$7.77	(\$96.00)	\$4,566.00
<b>Quote Year 1 Subtotal</b>			<b>(\$96.00)</b>	<b>\$5,316.00</b>
<b>Anna Hause Elementary Total</b>			<b>(\$96.00)</b>	<b>\$5,316.00</b>
<b>Sundance Elementary School</b>				
Products & Services	Quantity	Unit Price	Discount	Total
Quote Year 1: 01-Jul-2025 – 30-Jun-2026				
Platform				
Annual All Product Renaissance Platform	1	\$750.00	\$0.00	\$750.00
Accelerated Reader				
Accelerated Reader Subscription	735	\$7.77	(\$117.60)	\$5,593.35
<b>Quote Year 1 Subtotal</b>			<b>(\$117.60)</b>	<b>\$6,343.35</b>
<b>Sundance Elementary School Total</b>			<b>(\$117.60)</b>	<b>\$6,343.35</b>
<b>21st Century Learning Institute</b>				
Products & Services	Quantity	Unit Price	Discount	Total
Quote Year 1: 01-Jul-2025 – 30-Jun-2026				
Accelerated Reader				
Accelerated Reader Subscription	200	\$7.77	(\$32.00)	\$1,522.00
<b>Quote Year 1 Subtotal</b>			<b>(\$32.00)</b>	<b>\$1,522.00</b>
<b>21st Century Learning Institute Total</b>			<b>(\$32.00)</b>	<b>\$1,522.00</b>

# Renaissance

2911 Peach Street, Wisconsin Rapids, WI 54494-1905

Phone: (800) 338-4204 | Fax: (877) 280-7642

Federal I.D. 39-1559474

[www.renaissance.com](http://www.renaissance.com)

Quote  
# Q-125859

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BEAUMONT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT ("Agreement") is made effective on March 26, 2025 (date) by and between SuStudios Photography hereafter called "Consultant," and the Beaumont Unified School District, hereafter called "District."

RECITALS

- A. In accordance with Government Code section 53060, the District desires to obtain special professional services and advice regarding accounting, administrative, economic, engineering, financial, legal and or other professional services, as provided in this Agreement.
B. The Consultant is specially trained, experienced, qualified, competent and authorized under State and Federal law, as applicable, to provide the special services and advice required by the District, and to the extent required by any applicable laws, Consultant has all licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such Services as are called for under this Agreement.

Accordingly, the parties agree with the above and as follows:

AGREEMENT

- 1. In consultation and cooperation with the District, the Consultant shall provide the professional services described herein (the "Services") consistent with acceptable industry standards or better. The Services are described in further detail:

- [ ] In the Scope of Work, attached.
[ ] In the Proposal/Quote/Estimate, attached:

Any attachment to this Agreement is incorporated herein and made a part of this Agreement only as to the services and responsibilities of the Consultant. All other portions of any attachment to this Agreement shall not be incorporated or made a part of this Agreement unless agreed upon in writing by the District. In the event of any conflict, inconsistency, or ambiguity between the language in this Agreement and any attachment incorporated herein, the language and provisions in this Agreement will govern, be interpreted in favor over any attachment, and take precedence over any attachment.

The District will prepare and furnish the Consultant upon request such existing information as is necessary for the performance of Services by the Consultant. The Consultant shall provide its own equipment, vehicle, materials, supplies, food, incidentals, tools, etc., which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.

- 2. TERM: The term of this Agreement shall begin on March 26, 2025 and terminate automatically on June 30, 2025, unless terminated earlier by either party as provided in this Agreement. The District's termination of the Agreement shall in no way affect Consultant's obligation to hold harmless and indemnify the District in accordance with Section 9 below.

- 3. PAYMENT SCHEDULE: Consultant shall furnish to the District the Services at a rate of \$ N/A per hour, for a total cost not to exceed \$ N/A --or-- for a lump sum of \$ 761.24 --or-- per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services and receipt of an approved invoice. (A rate sheet may be attached and incorporated into this Agreement.) It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total "not-to-exceed" or lump sum amounts authorized under this Agreement. The total "not-to-exceed", or lump sum amounts, and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile, workers' compensation (as required by law), professional negligence, and general liability insurance, etc., materials, supplies, and taxes.

4. **WORK PRODUCT OWNERSHIP:** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials (collectively, the "Work Product") produced by Consultant under this Agreement shall be the sole and exclusive property of District. No Work Product produced, either in whole or in part, under this Agreement shall be subject to private use, copyright, or patent by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer, and use copyright or patent any Work Product produced by Consultant under this Agreement. Upon request, the Consultant shall sign all documents necessary to confirm or perfect the exclusive ownership of the District to the Work Product. No consultant, firm, or corporation may use the District logo without pre-approval from the Superintendent.
5. **AGREEMENT AMENDMENT/MODIFICATION:** Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes and may require additional Board approval:
  - a. Increase dollar amounts;
  - b. Effect administrative changes;
  - c. Effect other changes as required by law; and
  - d. Term of agreement.

**Amendments require Purchasing's approval and will not be paid until approval (signature) is received. If you need assistance with this matter, please contact the Purchasing Department at (951) 845-1631.**

6. **INDEPENDENT CONTRACTOR:** The Consultant is an independent contractor and will perform the Services as an independent contractor and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the Consultant or between the District and any of Consultant's agents or employees. Consultant is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any Services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the District's employees, including but not limited to, permanent status, health insurance benefits, sick leave, paid vacation, or any other employee benefit. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes and that the District will not withhold federal or state income tax deductions from payments made to Consultant under this Agreement. Consultant must provide District with his/her Social Security Number or Taxpayer ID number. District will provide Consultant and the Internal Revenue Service ("IRS") with a statement of earnings at the conclusion of each calendar year as required by the IRS.
7. **TERMINATION:**
  - a. The District may terminate this Agreement for cause upon seven (7) days' written notice in the event of substantial failure of performance or material breach by Consultant including bankruptcy, insolvency, or the filing of a general assignment for the benefit of creditors by Consultant. In the event a termination for cause under this paragraph is determined to have been made wrongfully by the District or without cause, then the termination shall be treated as a termination for convenience in accordance with the paragraph below, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.
  - b. The District may, at any time and for any reason, suspend performance by the Consultant or terminate this Agreement for the District convenience upon ten (10) days' written notice to Consultant, and compensate Consultant only for Services satisfactorily rendered to the date of such suspension or termination for convenience. In addition, and notwithstanding anything to the contrary contained in this Agreement, due to the current budget crisis and the fiscal constraints under which the District operates, the District may terminate the Agreement at any time without penalty, cost, or damages of any kind. The District's termination of the Agreement shall in no way affect Consultant's obligation to hold harmless and indemnify the District in accordance with Section 9. Written notice by the District shall be sufficient to suspend or terminate any further performance of Services by the Consultant under this paragraph. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three (3) days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District all Work Product in progress or completed to date including any reports, drafts, electronic information, or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block on the last page of this Agreement. Facsimile or electronic mail notices shall be accepted.

8. **HOLD HARMLESS:** To the fullest extent permitted by law, Consultant agrees to and shall hold harmless, defend, and indemnify the Beaumont Unified School District, its Board, officers, agents, employees, and volunteers (collectively, "Indemnitees") from every claim or demand made and every liability, loss, damage, expense, or cost of any nature whatsoever, which may be incurred, arising out of:
- a. Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's sub consultant's employees arising out of Consultant's Services under this Agreement; and
  - b. General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by Consultant or any person, firm or corporation employed by the Consultant related to, founded upon or in connection with this Agreement, except for liability resulting from the sole or active negligence, or willful misconduct of Indemnitees; and
  - c. Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of Consultant, or any person, firm or corporation employed by Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including Indemnitees, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of Indemnitees.
  - d. Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against Indemnitees on account of or founded upon any of the causes, damages or injuries identified in this Section 9 and shall pay or satisfy any judgment that may be rendered against Indemnitees in any action, suit or other proceedings as a result thereof.
9. **INSURANCE:** During the term of this Agreement, the Consultant shall maintain:
- a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence / \$2,000,000 aggregate. In the event the Consultant/Vendor will be working directly with students, sexual misconduct must be included in the general liability coverage.  
 Certificate of General Liability Insurance **and** Additional Insured Endorsement is attached.
  - b. Automobile liability insurance in the following amounts:  
 \$1,000,000 per occurrence where students, parents, volunteers or employees will **not** be transported; **OR**  
 \$5,000,000 per occurrence when students, parents, volunteers or District employees **will be** transported.  
 Certificate of Auto Liability for \$1,000,000 per occurrence is attached. Consultant certifies it will NOT be transporting anyone on behalf of the District. **OR**  
 Certificate of Auto Liability for \$5,000,000 per occurrence, **and** Additional Insured Endorsement is attached. Consultant will be transporting students, parents, volunteers, and/or employees of the District.
  - c. Professional liability insurance in an amount not less than \$1,000,000, **if Consultant has a special or professional license (e.g., nurse, doctor, therapist, dentist, engineer); \$2,000,000 aggregate**  
 Certificate of Professional Insurance is attached.
  - d. Educators' Legal Liability insurance for any Consultant providing daycare, afterschool programs, and/or recreational activities for an amount not less than \$1,000,000;  
 Certificate of Educators' Legal Liability is attached.
  - e. Workers' Compensation as required under California law with statutory limits and Employers' Liability limits of \$1,000,000 per disease or accident. The workers' compensation policy shall be endorsed with a subrogation waiver in favor of the District for all work performed by the Consultant, its employees, and agents.  
 Workers' Compensation Insurance Certificate is attached, **OR**  
 Sole Proprietor / NO Workers' Compensation Insurance is required. BUT must attach a letter stating that they are either the owner or a partner and are exempt from having to provide workers' compensation because they have no employees.
  - f. Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of

16. **STUDENT DATA PRIVACY:** If Consultant will provide technology services that involve the digital access, use, storage or management of pupil records, then Consultant must complete and attach a student data privacy certification for compliance with Education Code section 49073.1. The student data privacy certification is available through the District. Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a District employee. Consultant shall fully comply with all applicable privacy requirements and laws including, without limitation, compliance with the Federal Family Educational Rights and Privacy Act of 1974 ("FERPA") and the Health Insurance Portability and Accountability Act (HIPAA) and/ or the Privacy Act Code of Federal Regulations (CFR 42, Part 2.)

**IN WITNESS THEREOF**, the parties hereunto have subscribed to this Agreement, including the Agreement documents listed below:

- Scope of Work/Proposal/Quote/Estimate
- Insurance Documentation
- Certification by Consultant Criminal Records Check (required if working with students)
- W-9 form (company name must be same as the Consultant)
- Professional License (if license is required to render services)
- Other:

In signing this Agreement, the District representative acknowledges that he/she has no direct or indirect financial interest in the Consultant, nor does he/she have any knowledge of any District employee involved in selection of the Consultant having any direct or indirect financial interest in the Consultant or the Agreement, such that a prohibited conflict of interest exists.

Authorized representatives of the parties have executed this Agreement as indicated below.

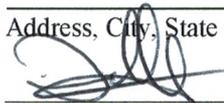
**CONSULTANT:**

SuStudios Photography

Name

696 Bruin Dr., Riverside, CA 92507

Address, City, State and Zip



3/10/25

Signature

Date

David Arenas owner

Signer's Full Name and Title

(951) 888-0563

Phone

david@sustudiosphotography.com

Email

**DISTRICT:**

Beaumont Unified School District  
350 W. Brookside Avenue  
Beaumont, CA 92223

Signature

Date

Carmen Ordonez, Director of Fiscal Services

Signer's Full Name and Title

**CERTIFICATION BY CONSULTANT  
CRIMINAL RECORDS CHECK  
AB 1610, 1612 and 2102**

*(Note: Document must be completed and signed whenever an individual is in proximity to students during services being provided to the District.)*

To the Board of Trustees of Beaumont Unified School District:

I, Sustudios Photography (Consultant) certify that:  
Name of Consultant

1. I have carefully read and understand the provisions and requirements set forth in Education Code Section 45125.1.
2. Due to the nature of the work, I will be performing for the District, my employees may have contact with students of the District.
3. Pursuant to Education Code section 45125.1, Consultant has conducted criminal background checks by submitting fingerprints of Consultant and all its employees (which includes any sole proprietor as used in this form) providing services to the Beaumont Unified School District pursuant to the Agreement dated March 26, 2025 to the California Department of Justice, and certifies that none have been convicted of any felony specified in Education Code section 45122.1. Consultant shall immediately provide any subsequent arrest and conviction information to the District. Consultant shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of any felony specified in Education Code section 45122.1. Attached hereto, as Exhibit "A", is a list of employees of the undersigned who may come in contact with pupils.

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

Executed at Riverside, California on March 10, 2025  
Date

Signature

Typed or printed name

Title

696 Bruin Dr. Riverside, CA 92507

Address, City, State and Zip

(951) 888-0563

Telephone

**EXHIBIT "A"**

List of Individuals Who May Come into Proximity with Students

**Name of Individual(s)** **State if Employee or Sub-Contractor**

David Arevalo

Sophia Reinsey Susan Arevalo

## **BEAUMONT UNIFIED SCHOOL DISTRICT**

### **INSURANCE REQUIREMENTS**

- General Liability**  
*With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.*
- (Check if Required) Automobile Liability (If driving on District property)**  
Including Hired & Non-Owned Auto Coverage,  
*\$1,000,000 per occurrence (Not transporting students),  
\$5,000,000 per occurrence (Transporting students), for bodily injury and property damage.*
- (Check if Required) Cyber Liability**  
*With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.*
- (Check if Required) Professional Liability**  
Only if providing specialty License: Doctor, Nurse, etc.  
*With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage. If you have a specialty license, a copy of the license is required.*
- (Check if Required) Sexual Abuse & Molestation / Misconduct Liability (If potentially will be the only adult with pupil)**  
*With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.*
- Workers Compensation / Employer's Liability (Unless vendor has no employees)**  
*California Statutory Benefits, plus  
With limits of not less than \$1,000,000 employer's liability for each accident, bodily injury by disease and bodily injury by accident.*

#### **Certificate Holder**

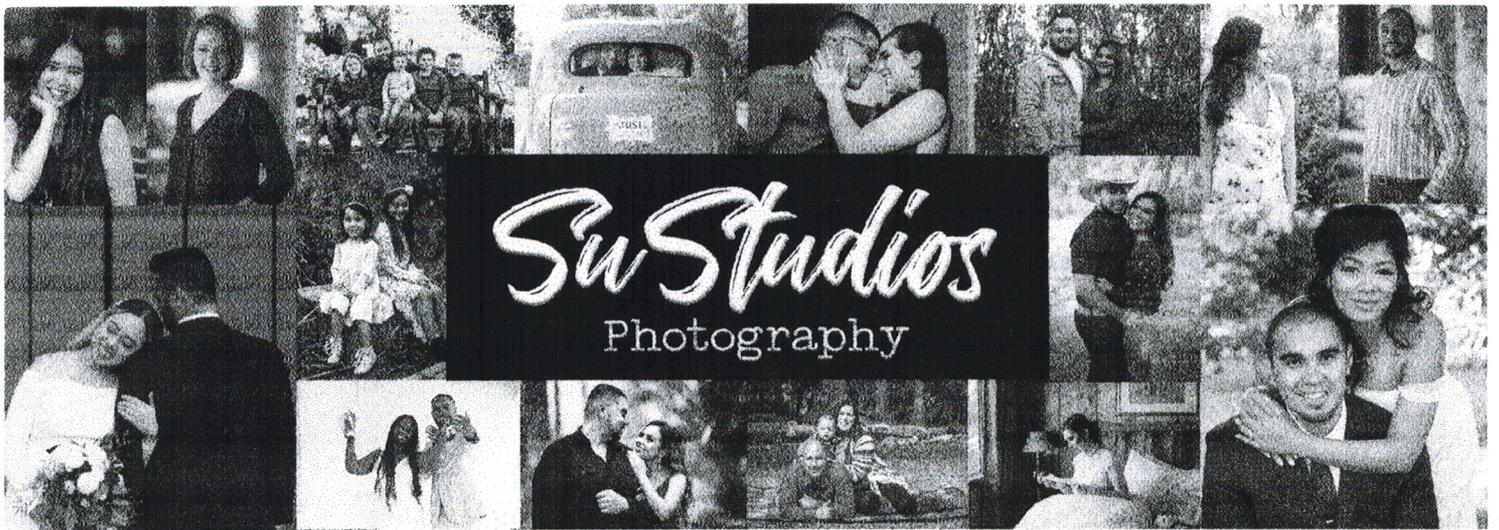
Beaumont Unified School District  
350 W. Brookside Ave.  
Beaumont, CA 92223

#### **Endorsements Required**

These endorsements are additional pages that must be attached to the certificate.

Must either name *Beaumont Unified School District, its Board, officers, agents and employees* or be a blanket endorsement applicable "when required by written contract or agreement".

Please Note: If assistance is needed on insurance requirements, please e-mail Risk Management with a brief description of service, cost of service, which will be performed prior to submitting contract.



# 21st Century Learning Institute School Group Photo Service

## One Panoramic Group Images of Seniors

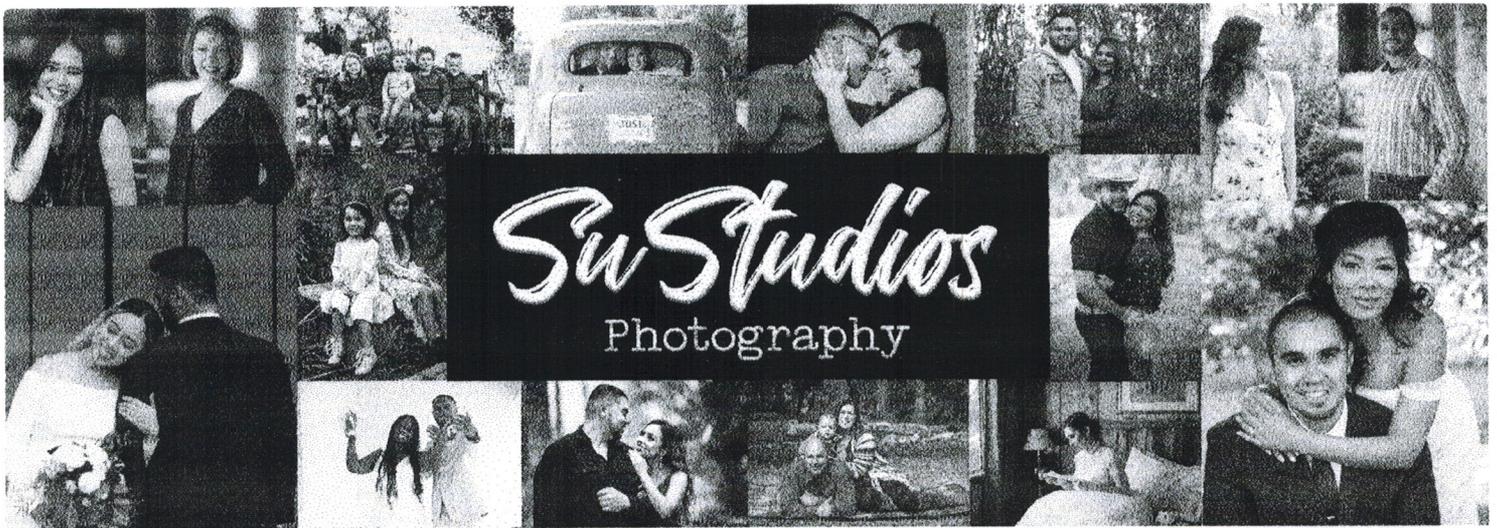
\* \$350.00

- Includes Photographer Travel, equipment, and lighting (if necessary)
- High-Resolution Digital Images of Group Photos
- <sup>Two</sup> ~~Three~~ Premium Panoramic Class Prints for Group Photo with Premium Framing

\* taxable

Subtotal:	350.00
8.75% Sales Tax:	30.62
Total:	\$380.62

Continue



# Glenview High School Group Photo Service

## One Panoramic Group Images of Seniors

\* \$350.00

- Includes Photographer Travel, equipment, and lighting (if necessary)
- High-Resolution Digital Images of Group Photos
- <sup>Two</sup> ~~Three~~ Premium Panoramic Class Prints for Group Photo with Premium Framing

\* taxable

Subtotal:	350.00
8.75% Sales Tax:	30.62
Total:	\$380.62

Continue



# BEAUMONT UNIFIED SCHOOL DISTRICT

## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

**THIS AGREEMENT** (“Agreement”) is made effective on March 26, 2025 (date) by and between The Art Barn hereafter called “Consultant,” and the **Beaumont Unified School District**, hereafter called “District.”

### RECITALS

- A. In accordance with Government Code section 53060, the District desires to obtain special professional services and advice regarding accounting, administrative, economic, engineering, financial, legal and or other professional services, as provided in this Agreement.
- B. The Consultant is specially trained, experienced, qualified, competent and authorized under State and Federal law, as applicable, to provide the special services and advice required by the District, and to the extent required by any applicable laws, Consultant has all licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such Services as are called for under this Agreement.

Accordingly, the parties agree with the above and as follows:

### AGREEMENT

- 1. In consultation and cooperation with the District, the Consultant shall provide the professional services described herein (the “Services”) consistent with acceptable industry standards or better.  
The Services are described in further detail:

- In the Scope of Work, attached.
- In the Proposal/Quote/Estimate, attached:

Any attachment to this Agreement is incorporated herein and made a part of this Agreement only as to the services and responsibilities of the Consultant. All other portions of any attachment to this Agreement shall not be incorporated or made a part of this Agreement unless agreed upon in writing by the District. In the event of any conflict, inconsistency, or ambiguity between the language in this Agreement and any attachment incorporated herein, the language and provisions in this Agreement will govern, be interpreted in favor over any attachment, and take precedence over any attachment.

The District will prepare and furnish the Consultant upon request such existing information as is necessary for the performance of Services by the Consultant. The Consultant shall provide its own equipment, vehicle, materials, supplies, food, incidentals, tools, etc., which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.

- 2. **TERM:** The term of this Agreement shall begin on March 26, 2025 and terminate automatically on June 30, 2025, unless terminated earlier by either party as provided in this Agreement. The District’s termination of the Agreement shall in no way affect Consultant’s obligation to hold harmless and indemnify the District in accordance with Section 9 below.
- 3. **PAYMENT SCHEDULE:** Consultant shall furnish to the District the Services at a rate of \$ N/A per hour, for a total cost not to exceed \$ 900.00 --or-- for a lump sum of \$ N/A --or-- per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services and receipt of an approved invoice. (A rate sheet may be attached and incorporated into this Agreement.) It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total “not-to-exceed” or lump sum amounts authorized under this Agreement. The total “not-to-exceed”, or lump sum amounts, and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile, workers’ compensation (as required by law), professional negligence, and general liability insurance, etc., materials, supplies, and taxes.

4. **WORK PRODUCT OWNERSHIP:** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials (collectively, the “Work Product”) produced by Consultant under this Agreement shall be the sole and exclusive property of District. No Work Product produced, either in whole or in part, under this Agreement shall be subject to private use, copyright, or patent by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer, and use copyright or patent any Work Product produced by Consultant under this Agreement. Upon request, the Consultant shall sign all documents necessary to confirm or perfect the exclusive ownership of the District to the Work Product. No consultant, firm, or corporation may use the District logo without pre-approval from the Superintendent.
5. **AGREEMENT AMENDMENT/MODIFICATION:** Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes and may require additional Board approval:
  - a. Increase dollar amounts;
  - b. Effect administrative changes;
  - c. Effect other changes as required by law; and
  - d. Term of agreement.

**Amendments require Purchasing’s approval and will not be paid until approval (signature) is received. If you need assistance with this matter, please contact the Purchasing Department at (951) 845-1631.**

6. **INDEPENDENT CONTRACTOR:** The Consultant is an independent contractor and will perform the Services as an independent contractor and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the Consultant or between the District and any of Consultant’s agents or employees. Consultant is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any Services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the District’s employees, including but not limited to, permanent status, health insurance benefits, sick leave, paid vacation, or any other employee benefit. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes and that the District will not withhold federal or state income tax deductions from payments made to Consultant under this Agreement. Consultant must provide District with his/her Social Security Number or Taxpayer ID number. District will provide Consultant and the Internal Revenue Service (“IRS”) with a statement of earnings at the conclusion of each calendar year as required by the IRS.
7. **TERMINATION:**
  - a. The District may terminate this Agreement for cause upon seven (7) days’ written notice in the event of substantial failure of performance or material breach by Consultant including bankruptcy, insolvency, or the filing of a general assignment for the benefit of creditors by Consultant. In the event a termination for cause under this paragraph is determined to have been made wrongfully by the District or without cause, then the termination shall be treated as a termination for convenience in accordance with the paragraph below, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.
  - b. The District may, at any time and for any reason, suspend performance by the Consultant or terminate this Agreement for the District convenience upon ten (10) days’ written notice to Consultant, and compensate Consultant only for Services satisfactorily rendered to the date of such suspension or termination for convenience. In addition, and notwithstanding anything to the contrary contained in this Agreement, due to the current budget crisis and the fiscal constraints under which the District operates, the District may terminate the Agreement at any time without penalty, cost, or damages of any kind. The District’s termination of the Agreement shall in no way affect Consultant’s obligation to hold harmless and indemnify the District in accordance with Section 9. Written notice by the District shall be sufficient to suspend or terminate any further performance of Services by the Consultant under this paragraph. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three (3) days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District all Work Product in progress or completed to date including any reports, drafts, electronic information, or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block on the last page of this Agreement. Facsimile or electronic mail notices shall be accepted.

8. **HOLD HARMLESS:** To the fullest extent permitted by law, Consultant agrees to and shall hold harmless, defend, and indemnify the Beaumont Unified School District, its Board, officers, agents, employees, and volunteers (collectively, "Indemnitees") from every claim or demand made and every liability, loss, damage, expense, or cost of any nature whatsoever, which may be incurred, arising out of:
- a. Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's sub consultant's employees arising out of Consultant's Services under this Agreement; and
  - b. General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by Consultant or any person, firm or corporation employed by the Consultant related to, founded upon or in connection with this Agreement, except for liability resulting from the sole or active negligence, or willful misconduct of Indemnitees; and
  - c. Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of Consultant, or any person, firm or corporation employed by Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including Indemnitees, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of Indemnitees.
  - d. Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against Indemnitees on account of or founded upon any of the causes, damages or injuries identified in this Section 9 and shall pay or satisfy any judgment that may be rendered against Indemnitees in any action, suit or other proceedings as a result thereof.
9. **INSURANCE:** During the term of this Agreement, the Consultant shall maintain:
- a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence / \$2,000,000 aggregate. In the event the Consultant/Vendor will be working directly with students, sexual misconduct must be included in the general liability coverage.  
 Certificate of General Liability Insurance **and** Additional Insured Endorsement is attached.
  - b. Automobile liability insurance in the following amounts:  
\$1,000,000 per occurrence where students, parents, volunteers or employees will **not** be transported; **OR**  
\$5,000,000 per occurrence when students, parents, volunteers or District employees **will be** transported.  
 Certificate of Auto Liability for \$1,000,000 per occurrence is attached. Consultant certifies it will NOT be transporting anyone on behalf of the District. **OR**  
\_\_\_\_\_ Certificate of Auto Liability for \$5,000,000 per occurrence, **and** Additional Insured Endorsement is attached. Consultant will be transporting students, parents, volunteers, and/or employees of the District.
  - c. Professional liability insurance in an amount not less than \$1,000,000, **if Consultant has a special or professional license (e.g., nurse, doctor, therapist, dentist, engineer); \$2,000,000 aggregate**  
\_\_\_\_\_ Certificate of Professional Insurance is attached.
  - d. Educators' Legal Liability insurance for any Consultant providing daycare, afterschool programs, and/or recreational activities for an amount not less than \$1,000,000;  
\_\_\_\_\_ Certificate of Educators' Legal Liability is attached.
  - e. Workers' Compensation as required under California law with statutory limits and Employers' Liability limits of \$1,000,000 per disease or accident. The workers' compensation policy shall be endorsed with a subrogation waiver in favor of the District for all work performed by the Consultant, its employees, and agents.  
\_\_\_\_\_ Workers' Compensation Insurance Certificate is attached, **OR**  
 Sole Proprietor / NO Workers' Compensation Insurance is required. **BUT** must attach a letter stating that they are either the owner or a partner and are exempt from having to provide workers' compensation because they have no employees.
  - f. Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of

electronic data, intentional and/or unintentional release of private data, alteration of electronic data, extortion and network security. Coverage is required only if (1) products or services related to information technology for hardware or software are provided to the District and (2) if Consultant has access to personally identifiable information of the District through the provision of such technology-related products or services.

\_\_\_\_\_ Certificate of Cyber Liability is attached.

- g. Sexual Abuse and Molestation (SAM) Insurance with limits of not less than \$2,000,000 for each occurrence and an annual aggregate of at least \$4,000,000.

\_\_\_\_\_ Certificate of SAM Liability is attached.

Consultant shall maintain such insurance coverage, in the amounts set forth above, unless otherwise agreed in writing by the District. If the Consultant maintains higher limits than the minimum shown above, the District requires and shall be entitled to coverage at the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

The Consultant shall provide certificates of insurance and additional insured endorsements indicating applicable insurance coverages within ten (10) days of the effective date of this Agreement, **NAMING THE DISTRICT AS ADDITIONAL INSURED with the endorsement on form CG20101185 or equivalent as determined by the District. The certificate holder shall be listed as Beaumont Unified School District, its Board, officers, agents, employees, and volunteers. The insurance certificates and/or the endorsements shall state that the policies shall be primary and shall not contribute to any insurance policy of the District.** Insurance certificates shall be mailed to the Purchasing Department, 350 W. Brookside Ave., Beaumont, CA 92223. Coverage shall not be cancelled except with notice to the District.

**Please note: If assistance is needed concerning insurance requirements, please contact the Risk & Safety Management Department at (951) 845-1631, with a brief description and the cost of service that will be performed prior to submitting contract to purchasing.**

10. **COMPLIANCE WITH LAW/CONFIDENTIALITY:** The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies, ordinances, and workers' compensation laws. All agreement provisions required by law shall be deemed incorporated into this Agreement. Consultant will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Consultant, or divulge, disclose, or communicate in any manner any information that is proprietary to the District or protected from disclosure by law (such as student records). Consultant will protect such information and treat it as strictly confidential. The provisions of this Section 13 shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Consultant will return to the District all student records, other records, notes, documentation, and other items that were used, created, or controlled by Consultant during the term of this Agreement. The Consultant represents and warrants it does not have any potential, apparent, or actual conflict of interest relating in any way to this Agreement.
11. **RECORD RETENTION:** The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g., hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect, and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the Government Code.
12. **DELEGATEABILITY:** This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
13. **INTEGRATION:** This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written agreements.
14. **JURISDICTION:** This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in Riverside County, California.
15. **CRIMINAL RECORDS CHECK:** Consultant shall contemporaneously execute, as a part of this Agreement, the attached "Certification by Consultant Criminal Records Check" form and submit it to the District if Consultant or Consultant's employees **will** be working individually with students unsupervised.

16. **STUDENT DATA PRIVACY:** If Consultant will provide technology services that involve the digital access, use, storage or management of pupil records, then Consultant must complete and attach a student data privacy certification for compliance with Education Code section 49073.1. The student data privacy certification is available through the District. Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a District employee. Consultant shall fully comply with all applicable privacy requirements and laws including, without limitation, compliance with the Federal Family Educational Rights and Privacy Act of 1974 (“FERPA”) and the Health Insurance Portability and Accountability Act (HIPAA) and/ or the Privacy Act Code of Federal Regulations (CFR 42, Part 2.)

**IN WITNESS THEREOF,** the parties hereunto have subscribed to this Agreement, including the Agreement documents listed below:

- Scope of Work/Proposal/Quote/Estimate
- Insurance Documentation
- Certification by Consultant Criminal Records Check (required if working with students)
- W-9 form (company name must be same as the Consultant)
- Professional License (if license is required to render services)
- Other:

In signing this Agreement, the District representative acknowledges that he/she has no direct or indirect financial interest in the Consultant, nor does he/she have any knowledge of any District employee involved in selection of the Consultant having any direct or indirect financial interest in the Consultant or the Agreement, such that a prohibited conflict of interest exists.

Authorized representatives of the parties have executed this Agreement as indicated below.

**CONSULTANT:**

**DISTRICT:**

**The Art Barn**

Beaumont Unified School District  
350 W. Brookside Avenue  
Beaumont, CA 92223

Name  
37225 Goodie Ln., Cherry Valley, CA 92223

Address, City, State and Zip

 3-10-25  
Signature Date

Signature Date

**Susan Heinrich**

Carmen Ordonez, Director of Fiscal Services

Signer's Full Name and Title

Signer's Full Name and Title

**(909) 633-0417**

Phone

**susan@theartbarnstudios.com**

Email

**CERTIFICATION BY CONSULTANT  
CRIMINAL RECORDS CHECK  
AB 1610, 1612 and 2102**

*(Note: Document must be completed and signed whenever an individual is in proximity to students during services being provided to the District.)*

To the Board of Trustees of Beaumont Unified School District:

I, Susan Heinrich (Consultant) certify that:  
Name of Consultant

1. I have carefully read and understand the provisions and requirements set forth in Education Code Section 45125.1.
2. Due to the nature of the work, I will be performing for the District, my employees may have contact with students of the District.
3. Pursuant to Education Code section 45125.1, Consultant has conducted criminal background checks by submitting fingerprints of Consultant and all its employees (which includes any sole proprietor as used in this form) providing services to the Beaumont Unified School District pursuant to the Agreement dated March 26, 2025 to the California Department of Justice, and certifies that none have been convicted of any felony specified in Education Code section 45122.1. Consultant shall immediately provide any subsequent arrest and conviction information to the District. Consultant shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of any felony specified in Education Code section 45122.1. Attached hereto, as Exhibit "A", is a list of employees of the undersigned who may come in contact with pupils.

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

Executed at Cherry Valley, California on 03-10-25

Date  


---

Signature

**Susan Heinrich**

---

Typed or printed name

**Owner**

---

Title

37225 Goodie Ln., Cherry Valley, CA 92223

---

Address, City, State and Zip

**(909) 633-0417**

---

Telephone

**EXHIBIT "A"**

List of Individuals Who May Come into Proximity with Students

**Name of Individual(s)** **State if Employee or Sub-Contractor**

Sole Proprietor - Susan Heinrich

## BEAUMONT UNIFIED SCHOOL DISTRICT

### INSURANCE REQUIREMENTS

- General Liability**  
*With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.*
  
- (Check if Required) Automobile Liability** (If driving on District property)  
Including Hired & Non-Owned Auto Coverage,  
*\$1,000,000 per occurrence (Not transporting students),  
\$5,000,000 per occurrence (Transporting students), for bodily injury and property damage.*
  
- (Check if Required) Cyber Liability**  
*With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.*
  
- (Check if Required) Professional Liability**  
Only if providing specialty License: Doctor, Nurse, etc.  
*With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage. If you have a specialty license, a copy of the license is required.*
  
- (Check if Required) Sexual Abuse & Molestation / Misconduct Liability** (If potentially will be the only adult with pupil)  
*With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.*
  
- Workers Compensation / Employer's Liability** (Unless vendor has no employees)  
*California Statutory Benefits, plus  
With limits of not less than \$1,000,000 employer's liability for each accident, bodily injury by disease and bodily injury by accident.*

#### **Certificate Holder**

Beaumont Unified School District  
350 W. Brookside Ave.  
Beaumont, CA 92223

#### **Endorsements Required**

These endorsements are additional pages that must be attached to the certificate.

Must either name *Beaumont Unified School District, its Board, officers, agents and employees* or be a blanket endorsement applicable "when required by written contract or agreement".

Please Note: If assistance is needed on insurance requirements, please e-mail Risk Management with a brief description of service, cost of service, which will be performed prior to submitting contract.



# ESTIMATE

## The Art Barn

37225 Goodie Lane  
Cherry Valley Ca 92223

(909) 633-0417 (Phone)  
(909) 633-0417 (Mobile)  
theartbarnstudios.com  
susan@theartbarnstudios.com  
Contents

**For** Beaumont Middle College

**Estimate Num**  
**Date**

56  
Feb 12, 2025

**please make check payable to Susan Heinrich**

**Quantity**

**Rate**

**Amount**

\* Step by step paint event including all supplies for  
up to 70 painters

70

\$12.00

\$840.00

\* Indicates non-taxable item

Thank you for your business.

Subtotal

\$840.00

Tax (8%)

\$0.00

**Total**

**\$840.00**

## **Enterprise Licensing Agreement**

Between

### **Heimdal Export ApS**

(CVR-No. 37627593)  
Vester Farimagsgade 1,2  
1606 Copenhagen V  
Denmark

(hereinafter referred to as "Heimdal")

Beaumont Unified School District

(CVR-No. )  
(VAT No. )

(hereinafter referred to as the "Customer")

(Heimdal and the Customer hereafter together referred to as the "Parties" and individually a "Party")





**Preamble**

The Heimdal offering was originally made by Defcon CTF World Champions in hacking. Today Heimdal™ offers the widest security lineup in the industry and is considered a pioneer in offering a Unified, Intelligent, Security package.

The exact Heimdal features covered under this agreement are stipulated below.

**1. Start Date of the Agreement**

This agreement is valid from

**2. Pricing**

All Pricing is excluding VAT.

**Offer 1**

License type	List Price/Unit	Seats licensed	Start Date	Period (mths)	End Date	Discount %	Net Price
Remote Desktop	\$486.71	1	07-01-2025	12	06-30-2026	70%	\$146.01
Threat-Hunting and Action Center	\$27.3343	2,000	07-01-2025	12	06-30-2026	100%	0
NGAV+XTP and MDM	\$15.1011	2,000	07-01-2025	12	06-30-2026	70%	\$9,060.66
Ransomware Encryption Protection	\$17.136	100	08-01-2025	11	06-30-2026	70%	\$472.95
Ransomware Encryption Protection - Server	\$34.272	5	08-01-2025	11	06-30-2026	70%	\$47.3
E-Mail Security - 365	\$16.184	100	07-01-2025	12	06-30-2026	70%	\$485.52
Application Control	\$12.5902	2,000	07-01-2025	12	06-30-2026	70%	\$7,554.12
Infinity Management	\$7.6755	2,000	07-01-2025	12	06-30-2026	70%	\$4,605.3
DNS Security - Endpoint	\$14.994	2,000	07-01-2025	12	06-30-2026	70%	\$8,996.4
MXDR	\$63.0938	2,000	07-01-2025	12	06-30-2026	70%	\$37,856.28
Privileged Elevation and Delegation Management	\$16.0055	2,000	07-01-2025	12	06-30-2026	70%	\$9,603.3
Patch & Asset Management	\$10.9718	2,000	08-01-2025	11	06-30-2026	70%	\$6,056.43
Total List Price							\$337,616.19
Discount							\$252,731.92





License type	List Price/Unit	Seats licensed	Start Date	Period (mths)	End Date	Discount %	Net Price
<b>Total Net Price</b>							<b>\$84,884.27</b>

\*All prices are in USD

### 3. Index regulation

Upon extension of the subscription, pricing of all products will be subject to an indexation adjustment equal to the rate of CPI (Consumer Price Index) since the signature date

### 4. Invoicing process

The contract will be invoiced direct to customer.

### 5. Heimdal's obligations and rights

The number of licenses in use is subject to random testing by Heimdal Security and will be adjusted to meet the actual usage if necessary. All Heimdal products including Threat Prevention Network are charged on a per device basis, except MX Record based E-mail services that are user based. Devices are made up of either standalone or in combination, Hostname/Motherboard ID/Harddrive ID. User-based product licensing for Heimdal products, such as MX record-based E-Mail services, is made up of unique users defined as unique E-mail addresses receiving more than 5 e-mails a month or Azure AD users.

It is solely the responsibility of the customer to revoke devices or users that are not in use. Heimdal measures license consumption on a 30 day period, as opposed to the industry standard of 12 months, which makes it much more favourable for the customer.

Ransomware Encryption Protection usage is charged on the Azure AD usage or device count, whichever of the 2 is higher.

Heimdal retains the right to terminate licenses with 30 days' notice, if Heimdal finds the customer operates in a sector, which makes Heimdal incompliant of it's internal rules and regulations.

Heimdal maintains full rights of any software and hardware, which are required to deliver the services from Heimdal to the Customer.

Heimdal expects the Customer to comply with any EU/ UK anti-money laundering laws, regulations, decrees, administrative orders, or instructions implementing or interpreting the same and with Heimdal Codes of Conduct: Heimdal's Code of Conduct for Business Partners and Heimdal's Code of Conduct on Compliance with Sanctions & Embargoes and Restricted Industries. A copy of the Codes of Conduct can be found on the website:

<https://heimdalsecurity.com/> or your contact person from Heimdal can provide one.

### 6. Billing information and Payment

All subscription lengths are payable in advance, with the payment terms to be set by the partner.

Company Name: Beaumont Unified School District





Address: United States, Beaumont 350 W Brookside Ave  
Postal Code: CA 92223  
Vat No.:  
Company Registration No.:  
E-mail for billing: purchasing-ap@beaumontusd.k12.ca.us  
Billing Contact Name: Accounting Assistant  
Billing Contact Phone number: 951-797-5372  
Billing Date: 30.04.2025  
Payment Term: Net 14  
Billing schedule: Upfront

All subscription lengths are payable based on the agreed Billing Schedule Upfront

#### **7. License period**

The agreement is binding from its signature date. The agreement is bound to its service periods as stated in the pricing table above. Subscriptions are automatically extended with another service period unless cancelled 30 days prior to the end of a subscription period.

#### **8. Coverage**

This Agreement covers all relevant terms between the parties; however, the general license agreement terms for Heimdal Security are to be complied with and can be found here. <https://heimdalsecurity.com/en/license>

#### **9. Confidentiality**

The agreement is covered by a mutual confidentiality agreement to keep commercial terms such as pricing, contract length or contract size confidential. Breach of the confidentiality agreement makes the breaching party liable to pay for damages that the other party may have suffered.

#### **10. SLA**

This agreement is covered by a Service level agreement ensuring the following commitments from the supplier. Heimdal's patching and protection infrastructure must always have a guaranteed uptime of minimum 99,9%. Heimdal backend and management portal services must have a guaranteed uptime of minimum 99,5%. The uptime of the service is expressed as a percentage of uptime in each 12-month period. Heimdal provides the Service in connection with the cloud services. Uptime and availability for the Heimdal Service are subject to and controlled by the cloud provider Service Level Agreement. The uptime of the Services level for a given month will be calculated as follows (rounded to the nearest one-tenth of one per-cent):  $\text{Availability \%} = 100\% \times (\text{Total Minutes in the Month} - \text{Total Minutes Unavailable in the Month}) / \text{Total Minutes in the Month}$ .

A handwritten signature in red ink, consisting of a stylized, cursive letter 'h'.

The Services will not be deemed unavailable for any downtime or outages relating to: (i) a Customer Outage Event, (ii) equipment, applications, interfaces, integrations, or systems not owned by Heimdal, or service not offered by Heimdal or (iii) a Force Majeure Event. "Customer Outage Event" means a period of time in which the Services are not available due to acts, omissions or requests of Customer, including without limitation (a) configuration changes in, or failures of, the Customer end of the network connection, (b) work performed by Heimdal at Customer's request, (c) Customer's unavailability or untimely re-sponse to incidents that require its participation for source identification and/or resolution or (d) Customer's failure to provide Heimdal with any requested physical or remote access to any Customer facilities, equipment or personnel emergency. Further SLA specifications are available in the detailed SLA document.

Heimdal's support service response time must be maintained below 8 working hours in 95% of all cases. All Support cases should be sent to [corpssupport@heimdalsecurity.com](mailto:corpssupport@heimdalsecurity.com)

## **11. Data Protection**

Without prejudice to any other obligations contained in this clause the Supplier shall, and shall ensure that its agents, sub-contractors and employees shall:

- A. not do or omit to do anything which would cause the customer to be in breach of its obligations under the Data Protection Laws;
- B. to ensure compliance with the Data Protection Laws;
- C. maintain appropriate technical and organisational measures (including appropriate policies communicated to the Supplier Employees, management of ongoing compliance and effective security measures) in respect of the Personal Data to prevent unauthorised access or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data;
- D. not process the Personal Data in any country outside the European Economic Area without the prior written consent of the customer;

## **12. Force majeure**

Either Party is entitled to suspend the performance of its obligations under this Agreement if such performance is impeded or causes an unreasonable hardship on the Party due to force majeure, meaning any extraordinary circumstances beyond the reasonable control of such Party.

Any circumstance referred to in Clause 12, whether occurring prior to or after entering into this Agreement, only entitles a Party to suspension if its effect on the performance of this Agreement could not have been foreseen at the time of entering into this Agreement.

The Party claiming to be affected by any circumstance referred to in Clause 12 shall, without undue delay, notify the other Party of the intervention and of the cessation of such circumstance.

Notwithstanding any other provisions of this Agreement, the Party not affected by the circumstances referred to in Clause 12 is entitled to terminate this Agreement with immediate effect by written notice to the Party affected by



such circumstances if it is clear from the circumstances that the performance of this Agreement will be and is suspended under Clause 12 for more than 60 days.

**13. Governing Law**

This agreement shall be governed by and construed in accordance with the laws of England and Wales. None of these terms shall be enforceable by a third party (being any person other than the parties) under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

On behalf of Heimdal Security ApS	
Name	Ken Yearwood
Title	VP Sales
Signature	
Date	13-03-2025

On behalf of Beaumont Unified School District	
Name	Carmen Ordonez
Title	Director of Fiscal Services
Signature	
Date	



Company Address 130-A W. Cochran St.  
Simi Valley, CA 93065  
US

Created Date 2/25/2025 9:10 AM  
Expiration Date 4/3/2025

Prepared By Jonathan French  
Sales Email jonathan.french@stseducation-us.com  
Sales Phone (866) 499-2580  
Fax (888) 801-3381  
Bill To Name Beaumont Unified School District (CA)  
Bill To PO BOX 187  
BEAUMONT, CA 92223-0187

Quote Number Q-45559  
Account Name Beaumont Unified School District (CA)  
Contact Name Lani Gauntlett  
Contact Phone (951) 845-1631 , ext 6  
Contact Email lgauntlett@beaumontusd.k12.ca.us  
Ship To Name Beaumont Unified School District (CA)  
Ship To PO BOX 187  
Beaumont, CA 92223-0187

Quantity	Product Name	Product Description	Sales Price	Calculated Total Price
1,500	Lenovo Chromebook - New	LENOVO 500E YOGA G4 - 12.2" -2-1 TOUCH -INTEL CELERON N100 PROCESSOR (0.8 GHZ UP TO 3.40 GHZ) - 720P HD - 8GB - 64 GB - WI-FI 6 - BT 5.1 - 65W USB C - Stylus Included- 82W4001SUS	\$349.00	\$523,500.00
1,500	Google Chrome License	Google Chrome Management Console, Education Perpetual License	\$33.00	\$49,500.00
1,500	Lenovo 3 Yr ADP	3Y Unlimited Accidental Damage Protection (School Year Term) 5PS0F04089	\$75.00	\$112,500.00
1,500	Lenovo 3 Yr Depot	3Y Depot (School Year Term) 5WS0N75691	\$32.00	\$48,000.00
1,500	CA Environ Fee 4"-14" Collected	CA Environmental Electronic Waste Fee - Collected 4" to 14" - \$4 per unit	\$4.00	\$6,000.00
1,500	Asset Tag - Custom	Custom Asset Tag Services for Laptop or Chromebook	\$3.00	\$4,500.00
1,500	Custom Etching	Custom UV Printing	\$6.00	\$9,000.00
34	Anywhere Cart Equipment - New	Anywhere Cart - AC 45 - 45 Bay - USB Hub - Charging Cart - USB-C Cables - AC-45-PW65C	\$2,499.00	\$84,966.00
1	Liftgate Required	Liftgate Required for Delivery per customer instruction	\$0.00	\$0.00
1,500	Installation Services	Custom WG - Update ChromeOS / Enrollment / OU Placement / Inside Delivery and Deployment of Devices and Charging Carts in Central Location	\$9.95	\$14,925.00
1	CMAS- Tips (CA)	CMAS Contract # 3-23-05-1032	\$0.00	\$0.00
1	Shipping LTL	LTL Shipping Charge	\$0.00	\$0.00

Total Price \$852,891.00  
Tax\* \$47,504.87  
Grand Total \$900,395.87

**\*Sales tax is added for quoting purposes; if your organization is exempt from sales tax; please provide your tax exemption certificate. All sales are subject to applicable sales tax at the time of shipment.**

Financing options are available with approved credit.

STS Education stands behind the products and services we provide. For more information on our warranties and guarantees, visit: [stsed.com/lifetime-parts-warranty/](https://www.stsed.com/lifetime-parts-warranty/).

<https://www.stsed.com/>



## BEAUMONT UNIFIED SCHOOL DISTRICT

### AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES (OVER \$5,000.00)

**THIS AGREEMENT** (“Agreement”) is made effective on March 26, 2025 (date) by and between Gafcon PM-CM LLC hereafter called “Consultant,” and the Beaumont Unified School District, hereafter called “District.”

#### RECITALS

- A. In accordance with Government Code section 53060, the District desires to obtain special professional services and advice regarding accounting, administrative, economic, engineering, financial, legal and or other professional services, as provided in this Agreement.
- B. The Consultant is specially trained, experienced, qualified, competent and authorized under State and Federal law, as applicable, to provide the special services and advice required by the District, and to the extent required by any applicable laws, Consultant has all licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such Services as are called for under this Agreement.

Accordingly, the parties agree with the above and as follows:

#### AGREEMENT

1. In consultation and cooperation with the District, the Consultant shall provide the professional services described herein (the “Services”) consistent with acceptable industry standards or better.  
The Services are described in further detail:

- In the Statement of Work, attached.
- In the Specification, attached.
- Below (describe Services):

Any attachment to this Agreement is incorporated herein and made a part of this Agreement only as to the services and responsibilities of the Consultant. All other portions of any attachment to this Agreement shall not be incorporated or made a part of this Agreement unless agreed upon in writing by the District. In the event of any conflict, inconsistency, or ambiguity between the language in this Agreement and any attachment incorporated herein, the language and provisions in this Agreement will govern, be interpreted in favor over any attachment, and take precedence over any attachment.

The District will prepare and furnish the Consultant upon request such existing information as is necessary for the performance of Services by the Consultant. The Consultant shall provide its own equipment, vehicle, materials, supplies, food, incidentals, tools, etc., which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.

2. **TERM:** The term of this Agreement shall begin on March 26, 2025 and terminate automatically on December 31, 2025, unless terminated earlier by either party as provided in this Agreement. The District’s termination of the Agreement shall in no way affect Consultant’s obligation to hold harmless and indemnify the District in accordance with Section 9 below.
3. **PAYMENT SCHEDULE:** Consultant shall furnish to the District the Services at a rate of \$     N/A     per hour, for a total cost not to exceed     \$20,959.00     --or-- for a lump sum of     N/A     --or-- per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services and receipt of an approved invoice.(A rate sheet may be attached and incorporated into this Agreement.) It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total “not-to-exceed” or lump sum amounts authorized under this Agreement. The total “not-to-exceed”, or lump sum amounts, and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile, workers’ compensation (as required by law), professional negligence, and general liability insurance, etc., materials, supplies, and taxes.

4. **WORK PRODUCT OWNERSHIP:** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials (collectively, the “Work Product”) produced by Consultant under this Agreement shall be the sole and exclusive property of District. No Work Product produced, either in whole or in part, under this Agreement shall be subject to private use, copyright, or patent by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer, and use copyright or patent any Work Product produced by Consultant under this Agreement. Upon request, the Consultant shall sign all documents necessary to confirm or perfect the exclusive ownership of the District to the Work Product. No consultant, firm, or corporation may use the District logo without pre-approval from the Superintendent.
5. **AGREEMENT AMENDMENT/MODIFICATION:** Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes and may require additional Board approval:
  - a. Increase dollar amounts;
  - b. Effect administrative changes;
  - c. Effect other changes as required by law; and
  - d. Term of agreement.

**Amendments require Purchasing’s approval and will not be paid until approval (signature) is received. If you need assistance with this matter, please contact the Purchasing Department at (951) 845-1631.**

6. **INDEPENDENT CONTRACTOR:** The Consultant is an independent contractor and will perform the Services as an independent contractor and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the Consultant or between the District and any of Consultant’s agents or employees. Consultant is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any Services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the District’s employees, including but not limited to, permanent status, health insurance benefits, sick leave, paid vacation, or any other employee benefit. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes and that the District will not withhold federal or state income tax deductions from payments made to Consultant under this Agreement. Consultant must provide District with his/her Social Security Number or Taxpayer ID number. District will provide Consultant and the Internal Revenue Service (“IRS”) with a statement of earnings at the conclusion of each calendar year as required by the IRS.
7. **TERMINATION:**
  - a. The District may terminate this Agreement for cause upon seven (7) days’ written notice in the event of substantial failure of performance or material breach by Consultant including bankruptcy, insolvency, or the filing of a general assignment for the benefit of creditors by Consultant. In the event a termination for cause under this paragraph is determined to have been made wrongfully by the District or without cause, then the termination shall be treated as a termination for convenience in accordance with the paragraph below, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.
  - b. The District may, at any time and for any reason, suspend performance by the Consultant or terminate this Agreement for the District convenience upon ten (10) days’ written notice to Consultant, and compensate Consultant only for Services satisfactorily rendered to the date of such suspension or termination for convenience. In addition, and notwithstanding anything to the contrary contained in this Agreement, due to the current budget crisis and the fiscal constraints under which the District operates, the District may terminate the Agreement at any time without penalty, cost, or damages of any kind. The District’s termination of the Agreement shall in no way affect Consultant’s obligation to hold harmless and indemnify the District in accordance with Section 9. Written notice by the District shall be sufficient to suspend or terminate any further performance of Services by the Consultant under this paragraph. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three (3) days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District all Work Product in progress or completed to date including any reports, drafts, electronic information, or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block on the last page of this Agreement. Facsimile or electronic mail notices shall be accepted.

8. **HOLD HARMLESS:** To the fullest extent permitted by law, Consultant agrees to and shall hold harmless, defend, and indemnify the Beaumont Unified School District, its Board, officers, agents, employees, and volunteers (collectively, "Indemnitees") from every claim or demand made and every liability, loss, damage, expense, or cost of any nature whatsoever, which may be incurred, arising out of:
- a. Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's subconsultant's employees arising out of Consultant's Services under this Agreement; and
  - b. General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by Consultant or any person, firm or corporation employed by the Consultant related to, founded upon or in connection with this Agreement, except for liability resulting from the sole or active negligence, or willful misconduct of Indemnitees; and
  - c. Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of Consultant, or any person, firm or corporation employed by Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including Indemnitees, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of Indemnitees.
  - d. Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against Indemnitees on account of or founded upon any of the causes, damages or injuries identified in this Section 9 and shall pay or satisfy any judgment that may be rendered against Indemnitees in any action, suit or other proceedings as a result thereof.
9. **INSURANCE:** During the term of this Agreement, the Consultant shall maintain:
- a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence / \$2,000,000 aggregate. In the event the Consultant/Vendor will be working directly with students, sexual misconduct must be included in the general liability coverage.  
 Certificate of General Liability Insurance **and** Additional Insured Endorsement is attached.
  - b. Automobile liability insurance in the following amounts:  
 \$500,000 per occurrence where students, parents, volunteers or employees will **not** be transported; **OR**  
 \$5,000,000 per occurrence when students, parents, volunteers or District employees **will be** transported.  
 Certificate of Auto Liability for \$1,000,000 per occurrence is attached. Consultant certifies it will NOT be transporting anyone on behalf of the District. **OR**  
 Certificate of Auto Liability for \$5,000,000 per occurrence, **and** Additional Insured Endorsement is attached. Consultant will be transporting students, parents, volunteers, and/or employees of the District.
  - c. Professional liability insurance in an amount not less than \$1,000,000, **if Consultant has a special or professional license (e.g., nurse, doctor, therapist, dentist, engineer); \$2,000,000 aggregate**  
 Certificate of Professional Insurance is attached.
  - d. Educators' Legal Liability insurance for any Consultant providing daycare, afterschool programs, and/or recreational activities for an amount not less than \$1,000,000;  
 Certificate of Educators' Legal Liability is attached.
  - e. Workers' Compensation as required under California law with statutory limits and Employers' Liability limits of \$1,000,000 per disease or accident. The workers' compensation policy shall be endorsed with a subrogation waiver in favor of the District for all work performed by the Consultant, its employees, and agents.  
 Workers' Compensation Insurance Certificate is attached, **OR**  
 Sole Proprietor / NO Workers' Compensation Insurance is required. **BUT** must attach a letter stating that they are either the owner or a partner and are exempt from having to provide workers' compensation because they have no employees.
  - f. Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic data, intentional and/or unintentional release of private data, alteration of electronic data, extortion and

network security. Coverage is required only if (1) products or services related to information technology for hardware or software are provided to the District and (2) if Consultant has access to personally identifiable information of the District through the provision of such technology-related products or services.

\_\_\_\_\_ Certificate of Cyber Liability is attached.

- g. Sexual Abuse and Molestation (SAM) Insurance with limits of not less than \$2,000,000 for each occurrence and an annual aggregate of at least \$4,000,000.

\_\_\_\_\_ Certificate of SAM Liability is attached.

Consultant shall maintain such insurance coverage, in the amounts set forth above, unless otherwise agreed in writing by the District. If the Consultant maintains higher limits than the minimum shown above, the District requires and shall be entitled to coverage at the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

The Consultant shall provide certificates of insurance and additional insured endorsements indicating applicable insurance coverages within ten (10) days of the effective date of this Agreement, **NAMING THE DISTRICT AS ADDITIONAL INSURED with the endorsement on form CG20101185 or equivalent as determined by the District. The certificate holder shall be listed as Beaumont Unified School District, its Board, officers, agents, employees, and volunteers. The insurance certificates and/or the endorsements shall state that the policies shall be primary and shall not contribute to any insurance policy of the District.** Insurance certificates shall be mailed to the Purchasing Department, 350 W. Brookside Ave., Beaumont, CA 92223. Coverage shall not be cancelled except with notice to the District.

**Please note: If assistance is needed concerning insurance requirements, please contact the Risk & Safety Management Department at (951) 845-1631, with a brief description and the cost of service that will be performed prior to submitting contract to purchasing.**

- 10. **COMPLIANCE WITH LAW/CONFIDENTIALITY:** The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies, ordinances, and workers' compensation laws. All agreement provisions required by law shall be deemed incorporated into this Agreement. Consultant will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Consultant, or divulge, disclose, or communicate in any manner any information that is proprietary to the District or protected from disclosure by law (such as student records). Consultant will protect such information and treat it as strictly confidential. The provisions of this Section 13 shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Consultant will return to the District all student records, other records, notes, documentation, and other items that were used, created, or controlled by Consultant during the term of this Agreement. The Consultant represents and warrants it does not have any potential, apparent, or actual conflict of interest relating in any way to this Agreement.
- 11. **RECORD RETENTION:** The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g., hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect, and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the Government Code.
- 12. **DELEGATEABILITY:** This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
- 13. **INTEGRATION:** This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written agreements.
- 14. **JURISDICTION:** This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in Riverside County, California.
- 15. **CRIMINAL RECORDS CHECK:** Consultant shall contemporaneously execute, as a part of this Agreement, the attached "Certification by Consultant Criminal Records Check" form and submit it to the District if Consultant or Consultant's employees **will** be working individually with students unsupervised.



# Beaumont Unified School District

PROPOSAL TO PROVIDE LABOR COMPLIANCE CONSULTING SERVICES  
BEAUMONT EDUCATION SUPPORT FACILITIES PORTABLES

FEBRUARY 19, 2025



February 19, 2024

Anazele Gonzalez  
Director of Facilities Planning  
Beaumont Unified School District  
350 Brookside Avenue  
Beaumont, CA 92223

**RE: Proposal to Provide Labor Compliance Consulting Services for the  
Beaumont Education Support Facilities Portables**

Dear Ms. Gonzalez,

Beaumont Unified School District (BUSD) needs a consultant who is well versed in labor compliance program (LCP) requirements, including pre-job conferences, reporting requirements, and investigating complaints. Gafcon PM-CM LLC (Gafcon) has proven our extensive knowledge of these requirements through the delivery of hundreds of successful projects. We offer the successful history and qualifications of the firm, as well as other benefits outlined below.

**Relevant Experience** | We have managed over \$10B in LCP projects for diverse clientele throughout California. Our experience providing labor compliance consulting services includes work with The County of San Bernardino, San Bernardino County Transit Authority, Riverside County, Riverside Unified School District, Carlsbad Unified School District, and the San Marcos Unified School District, to name a few.

**Scope of Services and DIR Experience** | Our team leader and Director of Labor Relations, **Lizette Rodriguez**, has formulated a specific **Department of Industrial Relations (DIR) approved approach** to auditing labor practices on active construction projects. This method has proven to keep project schedules moving forward while enforcing the requirements of the California Labor Code. Additionally, we have developed positive relationships with contractors, unions, and state agencies because of our dedication to helping them understand compliance.

**Client Understanding** | Unlike other firms that solely specialize in labor compliance, Gafcon offers comprehensive construction consulting services. Our core expertise is in managing complex construction activities, so we understand and can meet the timelines set forth by BUSD. Our labor compliance consultation services are designed to prevent hindrances to the construction process.

When BUSD partners with Gafcon, you receive the collective knowledge of industry experts who bring relevant and critical experience delivering consulting services as a collaborative partner—focused on delivering long-term solutions that leave a lasting, positive impact on your organization.

Sincerely,

Lizette Rodriguez, Director of Labor  
Relations, Gafcon PM-CM LLC

**PRIMARY POINT-OF-CONTACT**

Lizette Rodriguez, Director of Labor Relations  
10301 Meanley Dr, Suite 225  
San Diego, CA 92131  
858.875.0051 | [lrodriguez@gafcon.com](mailto:lrodriguez@gafcon.com)

# Introduction

## FIRM'S QUALIFICATIONS AND HISTORY

Gafcon has been providing comprehensive program and project consultation services on a wide array of public and private construction projects for **36 years**. Additionally, Gafcon was one of the **first state approved Labor Compliance Programs** (LCP ID# 2003.0053) and has managed over \$10B in LCP projects for diverse clientele throughout California. **Presently, Gafcon has 300 LCP projects under contract.**

## LOCATION

Headquartered in San Diego, with local offices in Los Angeles and Imperial County, the entirety of Gafcon's extensive Southern California resources are just a phone call away.

**SD OFFICE** | 858.875.0010  
10301 Meanley Drive, Suite 225 | San Diego, CA | 92131

**LA OFFICE** | 213.593.1027  
660 South Figueroa Street, Ste 1790 | Los Angeles, CA | 90017

**IMPERIAL OFFICE** | 858.875.0010  
116 S. Imperial Ave, Suite B, Imperial, CA | 92251

### Legal Form:

California "S" Corporation

### Years in Business:

36

### Types of Business Conducted:

Labor Compliance

Community Contractor Outreach

Program Management Construction

Management Design Management

Program/Project Controls Estimating

Scheduling

Furniture, Fixture, and Equipment

Constructability Review/Value  
Engineering

Sustainability

Dispute Resolution and Claims  
Avoidance

Quality Assurance and Quality Control

Funding Expertise



# References

## City of Santa Monica

Steven Hull, Administrative Services Officer 1685  
Main Street, #113, Santa Monica, CA 90401  
310.458.8721 | [margaret.talamantes@smgov.net](mailto:margaret.talamantes@smgov.net)

**DESCRIPTION** | In 2016, Gafcon was selected to provide labor compliance services to the City. These services included the monitoring and reporting of multiple concurrent projects (80+) for multiple divisions within the City. This work included a fire station, street and sewer improvements, transportation projects, as well as multiple federal-and state-funded projects. Gafcon assisted the City in setting up their current LCP program, including their violation escalation procedures. Gafcon also assisted the City in obtaining their state LCP certification for Proposition 84 projects.

**TEAM** | Lizette Rodriguez, Elva Pacheco and Richelle Angel

## San Marcos Unified School District

Tova Corman, Executive Director, Facilities  
255 Pico Ave., Suite 250, San Marcos, CA 92069  
760.752.1299 | [tova.corman@smusd.org](mailto:tova.corman@smusd.org)

**DESCRIPTION** | Gafcon has been providing labor compliance services on multiple projects under the Proposition K Bond Program on multiple new school and modernizations throughout the District since 2013. During this time, Gafcon provided services on eight (8) projects including multiple K-8 schools, middle school and high schools.

**TEAM** | Lizette Rodriguez, Elva Pacheco, and Richelle Angel

## Grossmont Union High School District

Katy Wright, Executive Director, Facilities Management  
110 Murray Drive, El Cajon, CA 92020  
619.644.8154 | [kwright@guhsd.net](mailto:kwright@guhsd.net)

**DESCRIPTION** | Gafcon is providing labor compliance services to the District on their Proposition U Bond Program. Gafcon has been providing LCP services to the District since 2009 and we have worked on over 300+ projects throughout the 16-site district. Gafcon also assisted the District in obtaining their DIR approved LCP Program in 2011.

**TEAM** | Lizette Rodriguez and Richelle Angel



## BEAUMONT UNIFIED SCHOOL DISTRICT

### AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES (OVER \$5,000.00)

**THIS AGREEMENT** (“Agreement”) is made effective on March 26, 2025 (date) by and between Gafcon PM-CM LLC hereafter called “Consultant,” and the Beaumont Unified School District, hereafter called “District.”

#### RECITALS

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- B. The Consultant is specially trained, experienced, qualified, competent and authorized under State and Federal law, as applicable, to provide the special services and advice required by the District, and to the extent required by any applicable laws, Consultant has all licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such Services as are called for under this Agreement.

Accordingly, the parties agree with the above and as follows:

#### AGREEMENT

- 1. In consultation and cooperation with the District, the Consultant shall provide the professional services described herein (the “Services”) consistent with acceptable industry standards or better.  
The Services are described in further detail:

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- 3. **PAYMENT SCHEDULE:** Consultant shall furnish to the District the Services at a rate of \$ N/A per hour, for a total cost not to exceed \$ 39,838.92 ~~--or--~~ for a lump sum of N/A ~~--or--~~ per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services and receipt of an approved invoice. (A rate sheet may be attached and incorporated into this Agreement.) It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total “not-to-exceed” or lump sum amounts authorized under this Agreement. The total “not-to-exceed”, or lump sum amounts, and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile, workers’ compensation (as required by law), professional negligence, and general liability insurance, etc., materials, supplies, and taxes.

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  - a. Increase dollar amounts;
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  - c. Effect other changes as required by law; and
  - d. Term of agreement.

**Amendments require Purchasing's approval and will not be paid until approval (signature) is received. If you need assistance with this matter, please contact the Purchasing Department at (951) 845-1631.**

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7. **TERMINATION:**
  - a. The District may terminate this Agreement for cause upon seven (7) days' written notice in the event of substantial failure of performance or material breach by Consultant including bankruptcy, insolvency, or the filing of a general assignment for the benefit of creditors by Consultant. In the event a termination for cause under this paragraph is determined to have been made wrongfully by the District or without cause, then the termination shall be treated as a termination for convenience in accordance with the paragraph below, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.
  - b. The District may, at any time and for any reason, suspend performance by the Consultant or terminate this Agreement for the District convenience upon ten (10) days' written notice to Consultant, and compensate Consultant only for Services satisfactorily rendered to the date of such suspension or termination for convenience. In addition, and notwithstanding anything to the contrary contained in this Agreement, due to the current budget crisis and the fiscal constraints under which the District operates, the District may terminate the Agreement at any time without penalty, cost, or damages of any kind. The District's termination of the Agreement shall in no way affect Consultant's obligation to hold harmless and indemnify the District in accordance with Section 9. Written notice by the District shall be sufficient to suspend or terminate any further performance of Services by the Consultant under this paragraph. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three (3) days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District all Work Product in progress or completed to date including any reports, drafts, electronic information, or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block on the last page of this Agreement. Facsimile or electronic mail notices shall be accepted.

8. **HOLD HARMLESS:** To the fullest extent permitted by law, Consultant agrees to and shall hold harmless, defend, and indemnify the Beaumont Unified School District, its Board, officers, agents, employees, and volunteers (collectively, "Indemnitees") from every claim or demand made and every liability, loss, damage, expense, or cost of any nature whatsoever, which may be incurred, arising out of:
- a. Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's subconsultant's employees arising out of Consultant's Services under this Agreement; and
  - b. General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by Consultant or any person, firm or corporation employed by the Consultant related to, founded upon or in connection with this Agreement, except for liability resulting from the sole or active negligence, or willful misconduct of Indemnitees; and
  - c. Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of Consultant, or any person, firm or corporation employed by Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including Indemnitees, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of Indemnitees.
  - d. Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against Indemnitees on account of or founded upon any of the causes, damages or injuries identified in this Section 9 and shall pay or satisfy any judgment that may be rendered against Indemnitees in any action, suit or other proceedings as a result thereof.
9. **INSURANCE:** During the term of this Agreement, the Consultant shall maintain:
- a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence / \$2,000,000 aggregate. In the event the Consultant/Vendor will be working directly with students, sexual misconduct must be included in the general liability coverage.  
 Certificate of General Liability Insurance **and** Additional Insured Endorsement is attached.
  - b. Automobile liability insurance in the following amounts:  
 \$500,000 per occurrence where students, parents, volunteers or employees will **not** be transported; **OR**  
 \$5,000,000 per occurrence when students, parents, volunteers or District employees **will be** transported.  
 Certificate of Auto Liability for \$1,000,000 per occurrence is attached. Consultant certifies it will NOT be transporting anyone on behalf of the District. **OR**  
 Certificate of Auto Liability for \$5,000,000 per occurrence, **and** Additional Insured Endorsement is attached. Consultant will be transporting students, parents, volunteers, and/or employees of the District.
  - c. Professional liability insurance in an amount not less than \$1,000,000, **if Consultant has a special or professional license (e.g., nurse, doctor, therapist, dentist, engineer); \$2,000,000 aggregate**  
 Certificate of Professional Insurance is attached.
  - d. Educators' Legal Liability insurance for any Consultant providing daycare, afterschool programs, and/or recreational activities for an amount not less than \$1,000,000;  
 Certificate of Educators' Legal Liability is attached.
  - e. Workers' Compensation as required under California law with statutory limits and Employers' Liability limits of \$1,000,000 per disease or accident. The workers' compensation policy shall be endorsed with a subrogation waiver in favor of the District for all work performed by the Consultant, its employees, and agents.  
 Workers' Compensation Insurance Certificate is attached, **OR**  
 Sole Proprietor / NO Workers' Compensation Insurance is required. BUT must attach a letter stating that they are either the owner or a partner and are exempt from having to provide workers' compensation because they have no employees.
  - f. Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic data, intentional and/or unintentional release of private data, alteration of electronic data, extortion and

network security. Coverage is required only if (1) products or services related to information technology for hardware or software are provided to the District and (2) if Consultant has access to personally identifiable information of the District through the provision of such technology-related products or services.

\_\_\_\_\_ Certificate of Cyber Liability is attached.

- g. Sexual Abuse and Molestation (SAM) Insurance with limits of not less than \$2,000,000 for each occurrence and an annual aggregate of at least \$4,000,000.

\_\_\_\_\_ Certificate of SAM Liability is attached.

Consultant shall maintain such insurance coverage, in the amounts set forth above, unless otherwise agreed in writing by the District. If the Consultant maintains higher limits than the minimum shown above, the District requires and shall be entitled to coverage at the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

The Consultant shall provide certificates of insurance and additional insured endorsements indicating applicable insurance coverages within ten (10) days of the effective date of this Agreement, **NAMING THE DISTRICT AS ADDITIONAL INSURED with the endorsement on form CG20101185 or equivalent as determined by the District. The certificate holder shall be listed as Beaumont Unified School District, its Board, officers, agents, employees, and volunteers. The insurance certificates and/or the endorsements shall state that the policies shall be primary and shall not contribute to any insurance policy of the District.** Insurance certificates shall be mailed to the Purchasing Department, 350 W. Brookside Ave., Beaumont, CA 92223. Coverage shall not be cancelled except with notice to the District.

**Please note: If assistance is needed concerning insurance requirements, please contact the Risk & Safety Management Department at (951) 845-1631, with a brief description and the cost of service that will be performed prior to submitting contract to purchasing.**

10. **COMPLIANCE WITH LAW/CONFIDENTIALITY:** The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies, ordinances, and workers' compensation laws. All agreement provisions required by law shall be deemed incorporated into this Agreement. Consultant will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Consultant, or divulge, disclose, or communicate in any manner any information that is proprietary to the District or protected from disclosure by law (such as student records). Consultant will protect such information and treat it as strictly confidential. The provisions of this Section 13 shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Consultant will return to the District all student records, other records, notes, documentation, and other items that were used, created, or controlled by Consultant during the term of this Agreement. The Consultant represents and warrants it does not have any potential, apparent, or actual conflict of interest relating in any way to this Agreement.
11. **RECORD RETENTION:** The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g., hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect, and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the Government Code.
12. **DELEGATEABILITY:** This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
13. **INTEGRATION:** This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written agreements.
14. **JURISDICTION:** This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in Riverside County, California.
15. **CRIMINAL RECORDS CHECK:** Consultant shall contemporaneously execute, as a part of this Agreement, the attached "Certification by Consultant Criminal Records Check" form and submit it to the District if Consultant or Consultant's employees **will** be working individually with students unsupervised.

16. **STUDENT DATA PRIVACY:** If Consultant will provide technology services that involve the digital access, use, storage or management of pupil records, then Consultant must complete and attach a student data privacy certification for compliance with Education Code section 49073.1. The student data privacy certification is available through the District. Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a District employee. Consultant shall fully comply with all applicable privacy requirements and laws including, without limitation, compliance with the Federal Family Educational Rights and Privacy Act of 1974 (“FERPA”) and the Health Insurance Portability and Accountability Act (HIPAA) and/ or the Privacy Act Code of Federal Regulations (CFR 42, Part 2.)

**IN WITNESS THEREOF**, the parties hereunto have subscribed to this Agreement, including the Agreement documents listed below:

- Specifications/Scope of Work Statement
- Certification by Consultant Criminal Records Check** (required if working with students unsupervised)
- Student Data Privacy Certification (required if using student data)
- W-9 form (company name must be same as the Consultant)
- Purchase Order (will be sent after signature and required documents are received)
- Other:

In signing this Agreement, the District representative acknowledges that he/she has no direct or indirect financial interest in the Consultant, nor does he/she have any knowledge of any District employee involved in selection of the Consultant having any direct or indirect financial interest in the Consultant or the Agreement, such that a prohibited conflict of interest exists.

Authorized representatives of the parties have executed this Agreement as indicated below.

**CONSULTANT:**

Gafcon PM-CM LLC

\_\_\_\_\_  
 Name  
 10301 Meanley Dr. #225, San Diego, CA 92131

\_\_\_\_\_  
 Address, City, State and Zip

 03/07/2025  
Robin Duveen (Mar 7, 2025 14:10 PST)

\_\_\_\_\_  
 Signature Date

858-875-0010

\_\_\_\_\_  
 Phone Fax

rduveen@gafcon.com

\_\_\_\_\_  
 Email

**DISTRICT:**

Beaumont Unified School District  
 350 W. Brookside Avenue  
 Beaumont, CA 92223

\_\_\_\_\_  
 CBO or Director of Fiscal Services Date

# Beaumont Unified School District

PROPOSAL TO PROVIDE LABOR COMPLIANCE CONSULTING SERVICES

**PALM INNOVATION ACADEMY KITCHEN BUILDING**

MARCH 3, 2025



March 3, 2024

Anazele Gonzalez  
Director of Facilities Planning  
Beaumont Unified School District  
350 Brookside Avenue  
Beaumont, CA 92223

**RE: Proposal to Provide Labor Compliance Consulting Services for the Palm Innovation Academy Kitchen Building**

Dear Ms. Gonzalez,

Beaumont Unified School District (BUSD) needs a consultant who is well versed in labor compliance program (LCP) requirements, including pre-job conferences, reporting requirements, and investigating complaints. Gafcon PM-CM LLC (Gafcon) has proven our extensive knowledge of these requirements through the delivery of hundreds of successful projects. We offer the successful history and qualifications of the firm, as well as other benefits outlined below.

**Relevant Experience** | We have managed over \$10B in LCP projects for diverse clientele throughout California. Our experience providing labor compliance consulting services includes work with The County of San Bernardino, San Bernardino County Transit Authority, Riverside County, Riverside Unified School District, Carlsbad Unified School District, and the San Marcos Unified School District, to name a few.

**Scope of Services and DIR Experience** | Our team leader and Senior Vice President, **Marty Glaske**, has formulated a specific **Department of Industrial Relations (DIR) approved approach** to auditing labor practices on active construction projects. This method has proven to keep project schedules moving forward while enforcing the requirements of the California Labor Code. Additionally, we have developed positive relationships with contractors, unions, and state agencies because of our dedication to helping them understand compliance.

**Client Understanding** | Unlike other firms that solely specialize in labor compliance, Gafcon offers comprehensive construction consulting services. Our core expertise is in managing complex construction activities, so we understand and can meet the timelines set forth by BUSD. Our labor compliance consultation services are designed to prevent hindrances to the construction process.

When BUSD partners with Gafcon, you receive the collective knowledge of industry experts who bring relevant and critical experience delivering consulting services as a collaborative partner—focused on delivering long-term solutions that leave a lasting, positive impact on your organization.

Sincerely,

A handwritten signature in black ink, appearing to read "Marty Glaske", with a long, sweeping horizontal line extending to the right.

Marty Glaske, Senior Vice President,  
Gafcon PM-CM LLC

**PRIMARY POINT-OF-CONTACT**

Marty Glaske, Senior Vice President,  
10301 Meanley Dr, Suite 225  
San Diego, CA 92131  
858.875.0010 | [mglaske@gafcon.com](mailto:mglaske@gafcon.com)

# Introduction

## FIRM'S QUALIFICATIONS AND HISTORY

Gafcon has been providing comprehensive program and project consultation services on a wide array of public and private construction projects for **36 years**. Additionally, Gafcon was one of the **first state approved Labor Compliance Programs** (LCP ID# 2003.0053) and has managed over \$10B in LCP projects for diverse clientele throughout California. **Presently, Gafcon has 300 LCP projects under contract.**

## LOCATION

Headquartered in San Diego, with local offices in Los Angeles and Imperial County, the entirety of Gafcon's extensive Southern California resources are just a phone call away.

**SD OFFICE** | 858.875.0010  
10301 Meanley Drive, Suite 225 | San Diego, CA | 92131

**LA OFFICE** | 213.593.1027  
660 South Figueroa Street, Ste 1790 | Los Angeles, CA | 90017

**IMPERIAL OFFICE** | 858.875.0010  
116 S. Imperial Ave, Suite B, Imperial, CA | 92251

**Legal Form:**  
California "S" Corporation

**Years in Business:**  
36

**Types of Business Conducted:**  
Labor Compliance  
Community Contractor Outreach  
Program Management Construction  
Management Design Management  
Program/Project Controls Estimating  
Scheduling  
Furniture, Fixture, and Equipment  
Constructability Review/Value  
Engineering  
Sustainability  
Dispute Resolution and Claims  
Avoidance  
Quality Assurance and Quality Control  
Funding Expertise



# References

## City of Santa Monica

Steven Hull, Administrative Services Officer 1685  
Main Street, #113, Santa Monica, CA 90401  
310.458.8721 | [margaret.talamantes@smgov.net](mailto:margaret.talamantes@smgov.net)

**DESCRIPTION** | In 2016, Gafcon was selected to provide labor compliance services to the City. These services included the monitoring and reporting of multiple concurrent projects (80+) for multiple divisions within the City. This work included a fire station, street and sewer improvements, transportation projects, as well as multiple federal-and state-funded projects. Gafcon assisted the City in setting up their current LCP program, including their violation escalation procedures. Gafcon also assisted the City in obtaining their state LCP certification for Proposition 84 projects.

**TEAM** | Lizette Rodriguez, Elva Pacheco and Richelle Angel

## San Marcos Unified School District

Tova Corman, Executive Director, Facilities  
255 Pico Ave., Suite 250, San Marcos, CA 92069  
760.752.1299 | [tova.corman@smusd.org](mailto:tova.corman@smusd.org)

**DESCRIPTION** | Gafcon has been providing labor compliance services on multiple projects under the Proposition K Bond Program on multiple new school and modernizations throughout the District since 2013. During this time, Gafcon provided services on eight (8) projects including multiple K-8 schools, middle school and high schools.

**TEAM** | Lizette Rodriguez, Elva Pacheco, and Richelle Angel

## Grossmont Union High School District

Katy Wright, Executive Director, Facilities Management  
110 Murray Drive, El Cajon, CA 92020  
619.644.8154 | [kwright@guhsd.net](mailto:kwright@guhsd.net)

**DESCRIPTION** | Gafcon is providing labor compliance services to the District on their Proposition U Bond Program. Gafcon has been providing LCP services to the District since 2009 and we have worked on over 300+ projects throughout the 16-site district. Gafcon also assisted the District in obtaining their DIR approved LCP Program in 2011.

**TEAM** | Lizette Rodriguez and Richelle Angel



# Elva Pacheco

Labor Relations Project Manager



## EDUCATION

BA, Electric Engineering,  
Mexicali B.C. Instituto  
Tecnológico de Mexicali

## AFFILIATIONS

American Council for  
Construction Education  
(ACCE)  
Associated General  
Contractors (AGC) of America,  
San Diego Chapter

## SUMMARY

Elva has more than 5 years of experience partnering with various clients to verify that their labor compliance programs are successfully implemented from start to finish. She has experience analyzing and auditing state and federal compliance documents, auditing certified payroll reports, and analyzing operating manuals and contracts. Elva is experienced in performing onsite observations and interviews with a keen understanding of labor classifications, making her uniquely qualified to perform site observations and interviews on prevailing wage projects. As one of our bilingual team members, Elva's proficiency proves invaluable in helping contractor's workers who have limited English proficiency.

Elva has participated in various public works and labor compliance training classes sponsored by the Department of Industrial Relations, the Department of Labor, the Division of Apprenticeship Standards and other labor organizations throughout the state.

## EXPERIENCE

**City of Escondido** | Various Projects (\$13M) | Escondido, CA

**Carlsbad Unified School District** | Various Projects (\$44M) | Carlsbad, CA

**San Marcos Unified School District** | Various Projects (\$126M) | San Marcos, CA

**Riverside Unified School District** | Various Projects (\$132M) | Riverside, CA

**Stockton Unified School District** | Various Projects (\$100M) | Stockton, CA

**Manteca Unified School District** | Various Projects (\$63M) | Manteca, CA

**City of Santa Monica** | Various Projects (\$50M) | Santa Monica, CA

**The Trust for Public Land** | Various Projects (\$35M) | Los Angeles, CA

**San Elijo Joint Powers Authority** | Water Campus Improvement (\$19M) | San Diego, CA

**Dehesa School District** | Various Projects (\$200K) | El Cajon, CA

**San Diego Housing Partners** | Various Projects (\$5M) | San Diego, CA

**Clark Construction Group** | Various Projects (\$50M) | San Diego, CA

# Melissa Ferrer

Labor Relations Coordinator



## EDUCATION

BA, English, San Diego State University

## AFFILIATIONS

Community College Facility Coalition (CCFC)

Coalition for Adequate School Housing (CASH)

## SUMMARY

As the Labor Relations Coordinator, Melissa is responsible for providing overall support for publicly funded public works projects throughout the state. Melissa has extensive experience in all areas of contract compliance monitoring, auditing, and the enforcement of applicable rules and regulations for state and federally funded projects. She is especially adept at dealing with contractors and subcontractors in resolving challenging compliance issues quickly and efficiently.

## EXPERIENCE

**City of Escondido, Recycled Water Easterly Agriculture Distribution System (\$5M)** | Escondido, CA | Labor Compliance Officer

**City of Santa Monica, Various Projects (\$50M)** | Santa Monica, CA | Labor Compliance Administrative Assistant

**City of Beverly Hills, Foothill Water Treatment Plant Pre-Treatment System (\$9.9M)** | Beverly Hills, CA | Labor Compliance Administrative Assistant

**City of Beverly Hills, Citywide Traffic Signal System Upgrade (\$3M)** | Beverly Hills, CA | Labor Compliance Administrative Assistant

**County of San Bernardino, ARMC Outpatient Lab Door Widening (\$158K)** | San Bernardino, CA | Labor Compliance Coordinator

**County of San Bernardino, Glen Helen Park Restroom Replacement (\$1.3M)** | San Bernardino, CA | Labor Compliance Coordinator

**County of San Bernardino, ISD Acquisition & Improvements (\$23M)** | San Bernardino, CA | Labor Compliance Coordinator

**County of San Bernardino, 303 DA Building Sewer System Upgrade (\$2.1M)** | San Bernardino, CA | Labor Compliance Coordinator

# General Procedures and Methods

## Labor Compliance Consulting Services Approach

Gafcon follows a DIR, Division of Labor Standards Enforcement (DLSE) and Department of Labor (DOL) approved step-by-step work plan/process when providing LCP services to awarding agencies. This process allows Gafcon to:

- Meet project schedules
- Service multiple projects concurrently
- Perform work on short notice

The team believes in being proactive—not reactive—when approaching labor compliance monitoring. The key to a smooth project is educating contractors and team members of the requirements and expectations of the project, thus setting them up for success. Additionally, the Gafcon team sends out wage and hour updates and labor law changes on an as-needed basis to all team members, ensuring everyone is up to date on all pertinent laws and regulations that may affect the LCP program.

## Advertisement of Public Works Projects/Competitive Bidding

The District publicly advertises the upcoming public works project in accordance with the applicable competitive bid regulations. All bid advertisements will contain the appropriate language outlining the LCP requirements.

## Pre-Job Activities

Gafcon will review contract language to verify it has appropriate information regarding wage and hour, apprenticeship, and SB 854 requirements. In addition, the team will check to ensure the correct data is included for both state and/or Davis Bacon wages (if applicable).

## Pre-Construction Meetings

After BUSD has awarded the project contracts, Gafcon will hold a mandatory job-start meeting for all contractors before any on-site work. They will cover the topics required by the DIR and DOL (if applicable). At the meeting, the team will provide each attendee with a project-specific LCP Package/User Manual containing the following documents:

- Labor Compliance Program Manual
- Davis Bacon and Related Acts Compliance Handout
- Labor Compliance Program Manual
- Checklist of labor law requirements
- Directions for filling out all required forms
- Directory including all Gafcon contact information, as well as applicable state and federal websites and directions to obtain relevant wage information
- Copies of applicable forms
- Applicable prevailing wage determinations

The team will discuss the state labor law requirements applicable to the LCP, including:

- Prevailing wage requirements
- SB 854 contractor registration requirements
- SB 854 payroll upload requirements
- Apprenticeship requirements
- Document submittal requirements
- Record keeping responsibilities
- Prohibition against discrimination

Contractors, consultants, and subcontractors attending the meeting will have an opportunity to ask questions relative to the items contained in the labor law checklist. The checklist will be signed by the contractor's representative, as well as Gafcon's Labor Relations Project Manager.

## Review of Certified Payroll

Pursuant to Labor Code Section 1776, contractors and subcontractors shall maintain payroll and basic records during the course of work and shall preserve them for the period specified by the LCP for all trade workers working on projects subject to the LCP. This includes timecards, canceled checks, cash receipts, trust fund forms, accounting ledgers, tax forms, superintendent and foreman daily logs, etc. Such records shall include the name, address, and social security number of each worker, his or her classification, a general description of the work each employee performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, and actual wages paid. Gafcon receives these documents no less than biweekly. Payroll and related documents are reviewed to verify and confirm the inclusion of all labor code specified and required information. This review includes the verification of the payment of the applicable prevailing wage, classification, training funds, and any benefit plan payments.

Gafcon will also compare inspector's daily diaries/reports with certified payroll records for classification, hours worked, work performed, and equipment on-site. When discrepancies between information are identified, Gafcon issues an LCP Issues List (monthly, or as directed by BUSD) to

the prime contractor that outlines missing and/or requested documentation. Requested information is due within ten days of receipt of the list. If the requested documentation is not received in the allotted time frame, Gafcon will notify BUSD to discuss and mutually agree upon a recommendation to withhold the specified amount until all issues are resolved, or the requested documentation is received.

In addition, Gafcon will monitor the upload of certified payroll (CPR) to the state eCPR system and will notify BUSD and all affected parties if any contractor is out of compliance.

## Reporting

Gafcon will provide LCP reports to BUSD on a monthly, semi-annual, and annual basis. Gafcon will sit down with BUSD prior to work starting to determine what BUSD wants reported and how project information should be reported. Gafcon recommends the project specific reports include:

- Progress report of the LCP
- Monitoring activities
- Record keeping activities
- Contractor violations
- On-site activities
- Third-party request history and fulfillment

Gafcon will complete and submit the project closeout report as recommended by the DOL stating contractor payroll compliance. Additionally, Gafcon will meet monthly with BUSD's LCP Representative.

## Audit

Gafcon will assist BUSD with the development of labor compliance audit procedures, if requested, but will follow the standard DIR/DOL requirements unless directed otherwise.

Audits will be reviewed and approved by BUSD's LCP Representative prior to being sent to the affected contractor(s). Audits shall also be conducted at the request of BUSD, the Labor Commissioner, or the DOL to determine whether all trade workers on-site have been paid the applicable prevailing wage rates. Once a potential underpayment is detected, an audit will be created outlining the issue, the amounts owed, and the potential penalties. The audit will be sent to the prime contractor and affected contractor, along with instructions as to how to remedy the situation.

The contractor will have the opportunity to provide mitigating evidence that the infraction did not occur, including submission of paperwork that clears the issue. If the contractor is not able to provide mitigating evidence, the team will work with the affected contractor to determine the amounts owed and will collect and disburse the checks and collect acknowledgment of receipt forms from the affected workers. Gafcon will keep a detailed investigation file with all forms and correspondence. Once resolved, the team will follow the direction of BUSD's LCP Representative as to whether a complaint will be filed with the DOL or DLSE.

## Apprentices

Any worker listed on a payroll at an apprentice wage rate, who is not registered, shall be paid at the journey level wage rate determined by DIR for the classification of the work s/he actually performed. Pre-apprentice, trainees, trainees in non-apprenticed crafts, and others who are not duly registered, will not be permitted on public works projects unless they are paid full prevailing wage rates. Gafcon will review the apprentices onsite for proper registration, tasks performed, correct ratios, and supervision. Gafcon will collect, review, and audit the applicable apprenticeship forms including the DAS 140 and DAS 142, and the DAS 1 or DAS 7, if needed.

In addition, Gafcon will request federal apprenticeship certifications if a project is federally funded. Once reviewed, Gafcon issues a detailed LCP Issues List to the prime contractor that outlines the missing and/or requested documentation, including identifying any delinquent or inadequate forms. The requested information is due within ten days of receipt of the list. If the requested documentation is not received in the allotted time frame, the prime contractor and BUSD are notified and will be requested to withhold progress payments to the affected contractor until all issues are resolved, or the requested documentation is received.

## Documentation

Gafcon will handle all requests for information pursuant to the California Public Records Act, Government Code Section 6250, et. seq. Working with BUSD's LCP Representative, Gafcon will respond to and fulfill all requests including reproduction of payroll and payroll related documents (redacted and non-redacted), as required. Gafcon will keep historical data including:

- Agency making request
- Applicable project
- Contractor in question
- Data requested
- Outcome of request

This information will be furnished to BUSD on an as-needed basis.

## As-Needed Labor Compliance Consulting

It is incumbent upon the LCP and the awarding agency to clearly communicate the requirements and expectations of the LCP. Failure to clearly communicate these expectations can lead to uncertainty by the contracting community, and noncompliance, resulting in an unhappy contracting base, less contractors bidding on projects, and the potential for higher costs. To make sure this does not happen, as an ongoing service, Gafcon will initiate several outreach activities aimed at both the contractor and BUSD's staff. Gafcon is committed to informing, supporting, and assisting contractors and vendors as part of our commitment to an economically healthy community. All outreach will be coordinated by Gafcon under the direction of BUSD's LCP Representative. Outreach activities are tailored to fit the needs of the project, but recommended to include:

- Regular presentations to the contractors
- Ongoing communication with the contractors
- Ongoing communication with BUSD project staff
- Periodic meetings with contractor organizations, prime contractors, and subcontractors interested in doing work with BUSD
- Ongoing LCP requirements/administration training and workshops for BUSD staff

Contractors struggle with the ever-changing labor laws and requirements on public works projects. Gafcon recognizes this and leverages our long-standing relationships with the DIR, DLSE and DOL to keep abreast of the changes. Working with these agencies, Gafcon will:

- Meet regularly with representatives from the agencies that oversee and/or regulate the LCP requirements to keep abreast of changes and proposed changes
- Continue to be a member of, and attend, construction and LCP related industry meetings with industry organizations such as CMAA, DOL, CCFC, DIR, DLSE, and the DAS
- Maintain ongoing dialogue with BUSD project staff updating upcoming legislative changes and or proposed changes
- Provide training and workshops for BUSD staff, contractors and interested stakeholders in regard to public works contracting, labor laws and project requirements

Gafcon believes that by being proactive instead of reactive, we can successfully identify and alleviate potential issues that may arise by clearly communicating the expectations of the program and provide training and resources to all involved, setting the pathway for all to be successful.

# Fee Schedule

Gafcon proposes a **not-to-exceed fee of \$39,838.92, with the utilization of the LCP Tracker system or \$37,632.00 without the use of the system**, in accordance with the below proposed hourly rates for the Palm Innovation Academy Kitchen Building Project, with an anticipated 13-month construction schedule and 3-month for close out.

We utilize a not-to-exceed model to allow us to monitor the project as efficiently and cost effectively as possible, thus consistently resulting in cost savings to the client. Gafcon PM-CM LLC is not a law firm and its services do not constitute legal advice. If you require legal advice, you should consult an attorney. This fee includes everything associated with the monitoring and enforcement of the Palm Innovation Academy Kitchen Building Project as required by the State of California DIR and BUSD, this includes labor compliance training for BUSD staff, as well as keeping everyone up-to-date and current with the new laws and regulations pertaining to labor compliance.

Additionally, Gafcon recommends the utilization of the online LCP tracking system, LCP Tracker. LCP Tracker is an independent software system that Gafcon utilizes on multiple projects. It allows a secure and single depository of labor compliance payroll and documents for contractor utilization, leading to a paperless process. The cost of LCP Tracker is based upon the size and duration of the project. Should the District choose to utilize LCP Tracker, Gafcon will work with the District and LCP Tracker to facilitate set up and use of the system.

## With LCP Tracker Fee

Proposed Staff	Hourly Rate	Proposed Hours	Total
Elva Pacheco, Labor Relations Project Manager	\$94.50	352 (16/Mths x22/Hrs)	\$33,264.00
Melissa Ferrer, Labor Relations Coordinator	\$68.25	64 (16/Mths x 4/Hrs)	\$4,368.00
LCP Tracker Fee			\$2,206.92
			<b>\$39,838.92</b>

## Without LCP Tracker Fee

Proposed Staff	Hourly Rate	Proposed Hours	Total
Elva Pacheco, Labor Relations Project Manager	\$94.50	352 (16/Mths x22/Hrs)	\$33,264.00
Melissa Ferrer, Labor Relations Coordinator	\$68.25	64 (16/Mths x 4/Hrs)	\$4,368.00
			<b>\$37,632.00</b>

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## LABOR RELATIONS



San Diego (HQ) | Los Angeles | Orange County | Imperial Valley

10301 Meanley Drive, Suite 225  
San Diego, CA 92131  
858.875.0010



# Elva Pacheco

Labor Relations Project Manager



## EDUCATION

BA, Electric Engineering,  
Mexicali B.C. Instituto  
Tecnológico de Mexicali

## AFFILIATIONS

American Council for  
Construction Education  
(ACCE)  
Associated General  
Contractors (AGC) of America,  
San Diego Chapter

## SUMMARY

Elva has more than 5 years of experience partnering with various clients to verify that their labor compliance programs are successfully implemented from start to finish. She has experience analyzing and auditing state and federal compliance documents, auditing certified payroll reports, and analyzing operating manuals and contracts. Elva is experienced in performing onsite observations and interviews with a keen understanding of labor classifications, making her uniquely qualified to perform site observations and interviews on prevailing wage projects. As one of our bilingual team members, Elva's proficiency proves invaluable in helping contractor's workers who have limited English proficiency.

Elva has participated in various public works and labor compliance training classes sponsored by the Department of Industrial Relations, the Department of Labor, the Division of Apprenticeship Standards and other labor organizations throughout the state.

## EXPERIENCE

**City of Escondido** | Various Projects (\$13M) | Escondido, CA

**Carlsbad Unified School District** | Various Projects (\$44M) | Carlsbad, CA

**San Marcos Unified School District** | Various Projects (\$126M) | San Marcos, CA

**Riverside Unified School District** | Various Projects (\$132M) | Riverside, CA

**Stockton Unified School District** | Various Projects (\$100M) | Stockton, CA

**Manteca Unified School District** | Various Projects (\$63M) | Manteca, CA

**City of Santa Monica** | Various Projects (\$50M) | Santa Monica, CA

**The Trust for Public Land** | Various Projects (\$35M) | Los Angeles, CA

**San Elijo Joint Powers Authority** | Water Campus Improvement (\$19M) | San Diego, CA

**Dehesa School District** | Various Projects (\$200K) | El Cajon, CA

**San Diego Housing Partners** | Various Projects (\$5M) | San Diego, CA

**Clark Construction Group** | Various Projects (\$50M) | San Diego, CA

# Melissa Ferrer

Labor Relations Coordinator



## EDUCATION

BA, English, San Diego State University

## AFFILIATIONS

Community College Facility Coalition (CCFC)

Coalition for Adequate School Housing (CASH)

## SUMMARY

As the Labor Relations Coordinator, Melissa is responsible for providing overall support for publicly funded public works projects throughout the state. Melissa has extensive experience in all areas of contract compliance monitoring, auditing, and the enforcement of applicable rules and regulations for state and federally funded projects. She is especially adept at dealing with contractors and subcontractors in resolving challenging compliance issues quickly and efficiently.

## EXPERIENCE

**City of Escondido, Recycled Water Easterly Agriculture Distribution System (\$5M)** | Escondido, CA | Labor Compliance Officer

**City of Santa Monica, Various Projects (\$50M)** | Santa Monica, CA | Labor Compliance Administrative Assistant

**City of Beverly Hills, Foothill Water Treatment Plant Pre-Treatment System (\$9.9M)** | Beverly Hills, CA | Labor Compliance Administrative Assistant

**City of Beverly Hills, Citywide Traffic Signal System Upgrade (\$3M)** | Beverly Hills, CA | Labor Compliance Administrative Assistant

**County of San Bernardino, ARMC Outpatient Lab Door Widening (\$158K)** | San Bernardino, CA | Labor Compliance Coordinator

**County of San Bernardino, Glen Helen Park Restroom Replacement (\$1.3M)** | San Bernardino, CA | Labor Compliance Coordinator

**County of San Bernardino, ISD Acquisition & Improvements (\$23M)** | San Bernardino, CA | Labor Compliance Coordinator

**County of San Bernardino, 303 DA Building Sewer System Upgrade (\$2.1M)** | San Bernardino, CA | Labor Compliance Coordinator

# General Procedures and Methods

## Labor Compliance Consulting Services Approach

Gafcon follows a DIR, Division of Labor Standards Enforcement (DLSE) and Department of Labor (DOL) approved step-by-step work plan/process when providing LCP services to awarding agencies. This process allows Gafcon to:

- Meet project schedules
- Service multiple projects concurrently
- Perform work on short notice

The team believes in being proactive—not reactive—when approaching labor compliance monitoring. The key to a smooth project is educating contractors and team members of the requirements and expectations of the project, thus setting them up for success. Additionally, the Gafcon team sends out wage and hour updates and labor law changes on an as-needed basis to all team members, ensuring everyone is up to date on all pertinent laws and regulations that may affect the LCP program.

## Advertisement of Public Works Projects/Competitive Bidding

The District publicly advertises the upcoming public works project in accordance with the applicable competitive bid regulations. All bid advertisements will contain the appropriate language outlining the LCP requirements.

## Pre-Job Activities

Gafcon will review contract language to verify it has appropriate information regarding wage and hour, apprenticeship, and SB 854 requirements. In addition, the team will check to ensure the correct data is included for both state and/or Davis Bacon wages (if applicable).

## Pre-Construction Meetings

After BUSD has awarded the project contracts, Gafcon will hold a mandatory job-start meeting for all contractors before any on-site work. They will cover the topics required by the DIR and DOL (if applicable). At the meeting, the team will provide each attendee with a project-specific LCP Package/User Manual containing the following documents:

- Labor Compliance Program Manual
- Davis Bacon and Related Acts Compliance Handout
- Labor Compliance Program Manual
- Checklist of labor law requirements
- Directions for filling out all required forms
- Directory including all Gafcon contact information, as well as applicable state and federal websites and directions to obtain relevant wage information
- Copies of applicable forms
- Applicable prevailing wage determinations

The team will discuss the state labor law requirements applicable to the LCP, including:

- Prevailing wage requirements
- SB 854 contractor registration requirements
- SB 854 payroll upload requirements
- Apprenticeship requirements
- Document submittal requirements
- Record keeping responsibilities
- Prohibition against discrimination

Contractors, consultants, and subcontractors attending the meeting will have an opportunity to ask questions relative to the items contained in the labor law checklist. The checklist will be signed by the contractor's representative, as well as Gafcon's Labor Relations Project Manager.

## Review of Certified Payroll

Pursuant to Labor Code Section 1776, contractors and subcontractors shall maintain payroll and basic records during the course of work and shall preserve them for the period specified by the LCP for all trade workers working on projects subject to the LCP. This includes timecards, canceled checks, cash receipts, trust fund forms, accounting ledgers, tax forms, superintendent and foreman daily logs, etc. Such records shall include the name, address, and social security number of each worker, his or her classification, a general description of the work each employee performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, and actual wages paid. Gafcon receives these documents no less than biweekly. Payroll and related documents are reviewed to verify and confirm the inclusion of all labor code specified and required information. This review includes the verification of the payment of the applicable prevailing wage, classification, training funds, and any benefit plan payments.

Gafcon will also compare inspector's daily diaries/reports with certified payroll records for classification, hours worked, work performed, and equipment on-site. When discrepancies between information are identified, Gafcon issues an LCP Issues List (monthly, or as directed by BUSD) to

the prime contractor that outlines missing and/or requested documentation. Requested information is due within ten days of receipt of the list. If the requested documentation is not received in the allotted time frame, Gafcon will notify BUSD to discuss and mutually agree upon a recommendation to withhold the specified amount until all issues are resolved, or the requested documentation is received.

In addition, Gafcon will monitor the upload of certified payroll (CPR) to the state eCPR system and will notify BUSD and all affected parties if any contractor is out of compliance.

## Reporting

Gafcon will provide LCP reports to BUSD on a monthly, semi-annual, and annual basis. Gafcon will sit down with BUSD prior to work starting to determine what BUSD wants reported and how project information should be reported. Gafcon recommends the project specific reports include:

- Progress report of the LCP
- Monitoring activities
- Record keeping activities
- Contractor violations
- On-site activities
- Third-party request history and fulfillment

Gafcon will complete and submit the project closeout report as recommended by the DOL stating contractor payroll compliance. Additionally, Gafcon will meet monthly with BUSD's LCP Representative.

## Audit

Gafcon will assist BUSD with the development of labor compliance audit procedures, if requested, but will follow the standard DIR/DOL requirements unless directed otherwise.

Audits will be reviewed and approved by BUSD's LCP Representative prior to being sent to the affected contractor(s). Audits shall also be conducted at the request of BUSD, the Labor Commissioner, or the DOL to determine whether all trade workers on-site have been paid the applicable prevailing wage rates. Once a potential underpayment is detected, an audit will be created outlining the issue, the amounts owed, and the potential penalties. The audit will be sent to the prime contractor and affected contractor, along with instructions as to how to remedy the situation.

The contractor will have the opportunity to provide mitigating evidence that the infraction did not occur, including submission of paperwork that clears the issue. If the contractor is not able to provide mitigating evidence, the team will work with the affected contractor to determine the amounts owed and will collect and disburse the checks and collect acknowledgment of receipt forms from the affected workers. Gafcon will keep a detailed investigation file with all forms and correspondence. Once resolved, the team will follow the direction of BUSD's LCP Representative as to whether a complaint will be filed with the DOL or DLSE.

## Apprentices

Any worker listed on a payroll at an apprentice wage rate, who is not registered, shall be paid at the journey level wage rate determined by DIR for the classification of the work s/he actually performed. Pre-apprentice, trainees, trainees in non-apprenticed crafts, and others who are not duly registered, will not be permitted on public works projects unless they are paid full prevailing wage rates. Gafcon will review the apprentices onsite for proper registration, tasks performed, correct ratios, and supervision. Gafcon will collect, review, and audit the applicable apprenticeship forms including the DAS 140 and DAS 142, and the DAS 1 or DAS 7, if needed.

In addition, Gafcon will request federal apprenticeship certifications if a project is federally funded. Once reviewed, Gafcon issues a detailed LCP Issues List to the prime contractor that outlines the missing and/or requested documentation, including identifying any delinquent or inadequate forms. The requested information is due within ten days of receipt of the list. If the requested documentation is not received in the allotted time frame, the prime contractor and BUSD are notified and will be requested to withhold progress payments to the affected contractor until all issues are resolved, or the requested documentation is received.

## Documentation

Gafcon will handle all requests for information pursuant to the California Public Records Act, Government Code Section 6250, et. seq. Working with BUSD's LCP Representative, Gafcon will respond to and fulfill all requests including reproduction of payroll and payroll related documents (redacted and non-redacted), as required. Gafcon will keep historical data including:

- Agency making request
- Applicable project
- Contractor in question
- Data requested
- Outcome of request

This information will be furnished to BUSD on an as-needed basis.

## As-Needed Labor Compliance Consulting

It is incumbent upon the LCP and the awarding agency to clearly communicate the requirements and expectations of the LCP. Failure to clearly communicate these expectations can lead to uncertainty by the contracting community, and noncompliance, resulting in an unhappy contracting base, less contractors bidding on projects, and the potential for higher costs. To make sure this does not happen, as an ongoing service, Gafcon will initiate several outreach activities aimed at both the contractor and BUSD's staff. Gafcon is committed to informing, supporting, and assisting contractors and vendors as part of our commitment to an economically healthy community. All outreach will be coordinated by Gafcon under the direction of BUSD's LCP Representative. Outreach activities are tailored to fit the needs of the project, but recommended to include:

- Regular presentations to the contractors
- Ongoing communication with the contractors
- Ongoing communication with BUSD project staff
- Periodic meetings with contractor organizations, prime contractors, and subcontractors interested in doing work with BUSD
- Ongoing LCP requirements/administration training and workshops for BUSD staff

Contractors struggle with the ever-changing labor laws and requirements on public works projects. Gafcon recognizes this and leverages our long-standing relationships with the DIR, DLSE and DOL to keep abreast of the changes. Working with these agencies, Gafcon will:

- Meet regularly with representatives from the agencies that oversee and/or regulate the LCP requirements to keep abreast of changes and proposed changes
- Continue to be a member of, and attend, construction and LCP related industry meetings with industry organizations such as CMAA, DOL, CCFC, DIR, DLSE, and the DAS
- Maintain ongoing dialogue with BUSD project staff updating upcoming legislative changes and or proposed changes
- Provide training and workshops for BUSD staff, contractors and interested stakeholders in regard to public works contracting, labor laws and project requirements

Gafcon believes that by being proactive instead of reactive, we can successfully identify and alleviate potential issues that may arise by clearly communicating the expectations of the program and provide training and resources to all involved, setting the pathway for all to be successful.

# Fee Schedule

Gafcon proposes a **not-to-exceed fee of \$20,959.00, with the utilization of the LCP Tracker system or \$18,060.00 without the use of the system**, in accordance with the below proposed hourly rates for the Beaumont Education Support Facilities Portables Project, with an anticipated 6-month construction schedule and 2-month for close out.

We utilize a not-to-exceed model to allow us to monitor the project as efficiently and cost effectively as possible, thus consistently resulting in cost savings to the client. Gafcon PM-CM LLC is not a law firm and its services do not constitute legal advice. If you require legal advice, you should consult an attorney. This fee includes everything associated with the monitoring and enforcement of the Beaumont Education Support Facilities Portables Project as required by the State of California DIR and BUSD, this includes labor compliance training for BUSD staff, as well as keeping everyone up-to-date and current with the new laws and regulations pertaining to labor compliance.

Additionally, Gafcon recommends the utilization of the online LCP tracking system, LCP Tracker. LCP Tracker is an independent software system that Gafcon utilizes on multiple projects. It allows a secure and single depository of labor compliance payroll and documents for contractor utilization, leading to a paperless process. The cost of LCP Tracker is based upon the size and duration of the project. Should the District choose to utilize LCP Tracker, Gafcon will work with the District and LCP Tracker to facilitate set up and use of the system.

## With LCP Tracker Fee

Proposed Staff	Hourly Rate	Proposed Hours	Total
Elva Pacheco, Labor Relations Project Manager	\$94.50	168 (8/Mths x21/Hrs)	\$15,876.00
Melissa Ferrer, Labor Relations Coordinator	\$68.25	32 (8/Mths x 4/Hrs)	\$2,184.00
LCP Tracker Fee			\$2,899.00
			<b>\$20,959.00</b>

## Without LCP Tracker Fee

Proposed Staff	Hourly Rate	Proposed Hours	Total
Elva Pacheco, Labor Relations Project Manager	\$94.50	168 (8/Mths x21/Hrs)	\$15,876.00
Melissa Ferrer, Labor Relations Coordinator	\$68.25	32 (8/Mths x 4/Hrs)	\$2,184.00
			<b>\$18,060.00</b>

# gafcon

## LABOR RELATIONS



San Diego (HQ) | Los Angeles | Orange County | Imperial Valley

10301 Meanley Drive, Suite 225  
San Diego, CA 92131  
858.875.0010



## INSPECTOR SERVICES AGREEMENT

This AGREEMENT is made and entered into this 26 day of March 2025, by and between the BEAUMONT UNIFIED SCHOOL DISTRICT (“DISTRICT”), and Stephen Payte DSA Inspections, Inc. (“INSPECTOR”). The DISTRICT and the INSPECTOR are sometimes referred to herein singularly as a “PARTY” and collectively as the “PARTIES”. The INSPECTOR and the DISTRICT do hereby contract and agree as follows:

(A) The INSPECTOR shall at all times be qualified and approved by the Division of the State Architect (“DSA”), Department of General Services, State of California, and shall at all times maintain proper qualifications, to perform the duties of and act as General Building Inspector on school building construction projects and modification of the type for which he/she agrees to perform inspection services. The INSPECTOR shall be properly registered with the Department of Industrial Relations and qualified to perform public works in accordance with Labor Code sections 1725.5 and 1771.1 at all times during the term of this AGREEMENT.

(B) Services to be Provided by the INSPECTOR. The INSPECTOR shall provide to the DISTRICT on the terms set forth herein all the services articulated in Section (C) of this AGREEMENT and as set forth in the INSPECTOR’s Proposal which shall be attached hereto and incorporated herein as EXHIBIT “A” (the “INSPECTOR’s PROPOSAL”). The PARTIES agree that the terms of this AGREEMENT shall be controlling over any of the terms contained within the INSPECTOR’s PROPOSAL.

(C) The INSPECTOR agrees to discharge the duties of an inspector as specified in California Education Code Sections 17309 and 17311 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations. These duties include, but are not limited to, the following:

- (1) **General.** The INSPECTOR shall act under the direction of the architect and registered engineer. The Inspector shall attend all planning, pre-construction conferences, project meetings, and/or meetings as required by the DISTRICT.
- (2) **Duties.** The general duties of the INSPECTOR in fulfilling his/her responsibilities are as follows:
  - (a) **Continuous Inspection Requirement.** The INSPECTOR must have actual personal knowledge, which is obtained by his or her personal and continuous inspection of the work of construction in all stages of its progress, as set forth in California Education Code Section 17309, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work. Work, such as concrete work or brick work which can be inspected only as it is placed, shall require the constant presence of the INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while the INSPECTOR is not present. In any case, the INSPECTOR must personally inspect every part of the work. In no case shall the INSPECTOR have or assume any duties which will prevent him/her from providing continuous inspection.

(b) Relations with Architect and Engineer. The INSPECTOR shall work under the general direction of the architect or registered engineer. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the architect or registered engineer for his interpretation and instructions. In no case, however, shall the instruction of the architect or registered engineer be construed to cause work to be done which is not in conformity with approved plans, specifications, and change orders. Interpretations received by the INSPECTOR which cause deviations from the approved drawings and specifications shall be referred to the responsible architect for preparation of change orders to cover the required work.

(c) Job File.

(i) The INSPECTOR shall keep a Job File on the PROJECT jobsite at all times in an organized manner (along with a back-up of the files on some other media such as a hard drive or back-up electronic file service). The INSPECTOR's Job File shall be readily accessible to the DSA, the DISTRICT, Project Architect/Engineer upon site visits and upon request. The INSPECTOR's Job File shall include all documents required to be maintained on a school construction site in accordance with Title 24 including, but not limited to, the following:

- (A) Form DSA 152 – Project Inspection Card(s)
- (B) DSA approved plans and specifications;
- (C) DSA approved Form DSA 103 – Statement of Structural Tests and Special Inspections
- (D) Deferred submittals as required by the DSA approved plans;
- (E) DSA approved addenda and revisions;
- (F) DSA approved Construction Change Documents;
- (G) Contractor submittals (construction schedule, shop drawings, material certificates, products labels, concrete trip tickets, etc.) as required by the DSA approved Construction Documents;
- (H) Communication log; all communications and project related meeting minutes/notes;
- (I) Deviation Notices (Form DSA 154), as delivered to the DSA, Project Architect/Engineer and Contractor with log listing all notices with resolution status;
- (J) Notices of Deviations/Resolution of Deviations (Form DSA 154);
- (K) Inspector Daily Reports;
- (L) Laboratory tests and inspection reports (Form DSA 291);
- (M) Special inspection reports (Form DSA 292);
- (N) Geotechnical reports (Form DSA 293);
- (O) Records of concrete placing operations;
- (P) Records of welding operations;
- (Q) Records of pile driving operations;
- (R) Verified reports from all parties required to file verified reports;
- (S) Completed semi-monthly reports;
- (T) DSA Field Trip Notes;
- (U) Project Inspector Notifications (Form DSA 151);
- (V) Contractor Notification to Project Inspector Commencement/Completion of Work (Form DSA 156);
- (W) Certificate of Compliance – Approved Bleacher/Grandstand Fabricator (Form DSA 130);

- (X) Applicable codes and referenced standards;
- (Y) Any other documents required to provide a complete record of construction.

The INSPECTOR shall notify the DISTRICT immediately when the Architect, Engineer, Contractor, Laboratory of Record, Special Inspector, or any other party involved in the construction of the PROJECT, has failed to timely prepare and submit any of the above documents to the DSA and/or the INSPECTOR as required by Title 24 and PR 13-01. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

(ii) The INSPECTOR shall provide the DISTRICT with a copy of the entire Job File with the exception of the building codes and standards at the completion of the PROJECT.

(iii) Notwithstanding any other requirements in this AGREEMENT or Title 24, the INSPECTOR shall ensure that copies of the following documents are submitted to the DSA from the INSPECTOR's Job File which shall hereinafter be collectively referred to as the "DSA Document Submittal":

- (A) All completed Form DSA 152 documents required for the completion of the PROJECT;
- (B) All completed Form DSA 6PI documents including interim and final verified reports;
- (C) All completed Form DSA 6AE documents including interim and final verified reports;
- (D) The completed Form DSA 6C documents from each contractor having a contract with the SCHOOL;
- (E) All completed Form DSA 292 documents including interim and final reports prepared by the Special Inspectors;
- (F) All completed Form DSA 291 documents including interim and final reports prepared by the Engineering Manager of the Laboratory of Record;
- (G) All completed Form DSA 293 documents including interim and final reports prepared by the Geotechnical Engineer;
- (H) The completed Form DSA 130 Certificate of Compliance for Bleachers and Grandstand Fabricator as applicable.

(iv) The documents making up the DSA Document Submittal shall be submitted to the DSA upon any of the following events:

- (A) The services of the INSPECTOR are terminated for any reason prior to the completion of the PROJECT;
- (B) The PROJECT is substantially complete in accordance with DSA requirements;
- (C) The work on the PROJECT is suspended for a period of more than one (1) year; or
- (D) Upon the request of the DSA.

(v) The INSPECTOR shall immediately return any unapproved documents to the Architect for proper action and notify the DSA if the Contractor proceeds with construction activities in accordance with such unapproved documents.

(vi) All documents required to be submitted to the DSA by the INSPECTOR in accordance with Title 24, PR 13-01 and this AGREEMENT shall also be submitted electronically in accordance with the DSA's approved procedures for the submittal of such documents.

(d) Project Inspection Cards.

(i) The INSPECTOR shall obtain the Project Inspection Cards ("PIC") (Form DSA 152) necessary for the inspection of the PROJECT from the Project Architect/Engineer for the INSPECTOR's use in approving and signing off work as it is completed on the PROJECT. The Inspector shall notify the DSA Regional Office with the construction oversight authority over the PROJECT, by phone and electronically, if construction commences without the INSPECTOR having received the PIC's necessary for the inspection and completion of the PROJECT.

(ii) The INSPECTOR shall complete each PIC as the work progresses pursuant to Title 24, the DSA 152 Manual, PR 13-01 and this AGREEMENT. The INSPECTOR shall not approve and sign off a block or section on a PIC unless the INSPECTOR has verified that: (1) the identified work is in compliance with the DSA approved Construction Documents; (2) all required testing and special inspections have been completed; (3) any and all deviations from the DSA approved Construction Documents have been resolved; (4) all DSA field trip note issues have been resolved; and (5) all required documentation has been received by the INSPECTOR.

(iii) The INSPECTOR shall post all PIC's in the INSPECTOR's Project File and shall electronically post the PIC's with the DSA as work is being completed on the PROJECT. Electronic posting of the PIC's shall be performed by emailing the PIC's to the DSA Regional Office with the construction oversight authority over the PROJECT. The INSPECTOR shall consistently update the PIC's as work on the PROJECT is being completed. Each time the INSPECTOR updates the PIC's in the INSPECTOR's Project File, the INSPECTOR shall simultaneously update the corresponding PIC posted electronically with the DSA to ensure the PIC's in the INSPECTOR's Project File are current and consistent with the PIC's that are posted electronically with the DSA. The INSPECTOR shall allow any party involved in the construction of the PROJECT to review any PIC at the INSPECTOR's office upon request. The INSPECTOR shall provide a current copy of any PIC to the DSA, the DISTRICT, Project Architect/Engineer or any other state agency upon request.

(iv) The INSPECTOR shall collect copies of the Interim Verified Reports prepared by the Project Architect/Engineer (Form DSA 6-AE) prior to the INSPECTOR's approval and sign off of the following sections of the PIC's as applicable:

- (A) Initial Site Work and Foundation Preparation;
- (B) Vertical and Horizontal Framing;
- (C) Appurtenances;
- (D) Finish Site Work and Other Work; and
- (E) Final

If the Project Architect/Engineer has delegated responsibility for any portion of the PROJECT's design to other engineers, the INSPECTOR shall likewise obtain copies of the Interim Verified Reports prepared by such engineers (Form DSA 6-AE) prior to the

INSPECTOR's approval and sign off of the above sections of the PIC's as they relate to the portions of the PROJECT that were delegated to the other engineers. In the case of a Geotechnical engineer, the INSPECTOR shall collect a copy of the Interim Verified Report (Form DSA 293) prepared by such Geotechnical engineer as applicable before the INSPECTOR can approve and sign off any of the above sections that relate to the portions of the PROJECT that were delegated to the Geotechnical engineer.

(v) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA 291) prepared by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require testing or special inspections by the employees of the Laboratory of Record as required by the DSA approved Construction Documents including, but not limited to, the following sections:

- (A) Initial Site Work and Foundation Preparation;
- (B) Vertical and Horizontal Framing;
- (C) Appurtenances;
- (D) Finish Site Work and Other Work; and
- (E) Final

(vi) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA 292) prepared by any Special Inspector not employed by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require special inspections by such Special Inspectors as required by the DSA approved Construction Documents including, but not limited to, the following sections:

- (A) Initial Site Work and Foundation Preparation;
- (B) Vertical and Horizontal Framing;
- (C) Appurtenances;
- (D) Finish Site Work and Other Work; and
- (E) Final

(vii) The INSPECTOR shall obtain the original PIC's for the in-plant construction of any relocatable building being placed on the PROJECT site as part of the PROJECT at the time such relocatable building is delivered to the PROJECT site. The INSPECTOR shall post such PIC's in the INSPECTOR's Project File and with the DSA. The INSPECTOR shall also provide the DISTRICT and the Project Architect/Engineer with copies of the PIC's from the in-plant construction of the relocatable buildings that were prepared by the in-plant project inspector.

(viii) The INSPECTOR shall immediately notify the DSA Regional Office with construction oversight authority over the PROJECT, by phone and electronically, if applicable blocks/sections of any PIC have not been signed off by the INSPECTOR and the Contractor on the PROJECT is proceeding with construction activities that are covering the unapproved work.

(e) Testing and Special Inspections.

(i) The INSPECTOR shall obtain a copy of the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103) from the Project Architect/Engineer prior to the commencement of construction and maintain a copy of the approved DSA 103 form in the INSPECTOR's Project File for the duration of the PROJECT. The INSPECTOR

shall thoroughly review and evaluate the approved Form DSA 103 for the PROJECT and be familiar with the required testing and special inspections program required by the DSA approved Construction Documents.

(ii) The INSPECTOR shall meet with the Project Architect/Engineer, DISTRICT and Contractor as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

(iii) The INSPECTOR shall meet with the Laboratory of Record and all Special Inspectors that are not employed by the Laboratory of Record to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents. The INSPECTOR shall ensure that the Laboratory of Record and all Special Inspectors obtain copies of the DSA approved Construction Documents and a copy of the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of construction on the PROJECT.

(iv) The INSPECTOR shall verify that each laboratory providing materials/structural testing is approved by the DSA to provide the services being performed by such laboratory in connection with the completion of the PROJECT. The INSPECTOR shall verify that all Special Inspectors employed by the Laboratory of Record are performing under the supervision of the Engineering Manager of the Laboratory of Record. The INSPECTOR shall verify the current certification of all Special Inspectors working on the PROJECT who are not employed by the Laboratory of Record prior to the commencement of any construction work that requires special inspection as required by the DSA approved Construction Documents.

(v) INSPECTOR shall monitor the work of the Laboratory of Record and all Special Inspectors who are not employed by the Laboratory of Record to ensure that all testing and special inspections required for the completion of the PROJECT are performed timely and satisfactorily. The INSPECTOR shall verify that all necessary tests and special inspections are completed and that all necessary reports are collected by the INSPECTOR and posted in the INSPECTOR's Project File and posted electronically with the DSA prior to the start of the construction work requiring such test and/or special inspections and prior to the INSPECTOR signing off or otherwise approving any block/section of a PIC that requires testing and/or special inspection according to the DSA approved Construction Documents.

(vi) Copies of all daily inspection reports, special daily inspection reports, Interim Verified Reports, Verified Reports and any other reports related to the testing and special inspections performed on the PROJECT, pursuant to the DSA approved Construction Documents, shall be maintained and posted in the INSPECTOR's Project File throughout the duration of the PROJECT. All testing and special inspection related reports obtained by the INSPECTOR pursuant to this Section (C)(2)(e) shall also be posted electronically with the DSA.

(f) Inspector's Semimonthly Reports. The INSPECTOR shall keep the architect or registered engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required in Section 4-342 of Title 24 of the California Code of Regulations. See also sample of semimonthly report in Appendix of Title 24 of the California Code of Regulations.

- (g) Inspector's Daily Report to District. The INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting daily reports in writing to the DISTRICT. Such reports shall include, but not be limited to, the following information:
- (i) Activities performed by the Contractors, and areas where work is performed with relation to the plans and specifications.
  - (ii) Manpower assigned to the Contractor and subcontractor(s), including the number of individuals in each trade and the type of work being performed.
  - (iii) Weather conditions.
  - (iv) Equipment and materials delivered to the site.
  - (v) Construction equipment and vehicles utilized and duration on PROJECT.
  - (vi) Nature and location of the work being performed (starting and completion dates for various portions of the work).
  - (vii) Verbal communication and clarifications of the work given to the Contractor awarded the PROJECT.
  - (viii) Inspection by representatives of regulatory agencies.
  - (ix) Occurrences or conditions that might affect Contract Sum or Contract Time.
  - (x) Visitors to the site, titles, and employers of visitors, and reasons for visit.
  - (xi) INSPECTOR's record journal to include "Pertinent Calls" relating to conflicting issues regarding changes to documents, i.e., plans, specifications, change orders and job conditions affecting the interests of the DISTRICT.
  - (xii) Any work or material in place that does not correspond with the codes, drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
  - (xiii) Times of day INSPECTOR was present on site.
- (h) Notifications to Division of the State Architect. The INSPECTOR shall notify the Division of the State Architect:
- (i) When work is started on the PROJECT.
  - (ii) At least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms.
  - (iii) At least 48 hours in advance of the first pour of concrete.
  - (iv) When work is suspended for a period of more than two weeks.

- (i) Construction Procedure Records. The INSPECTOR shall keep a record of certain phases of construction procedure including, but not limited to, the following:
  - (i) Concrete pouring operations. The record shall show the time and date of placing concrete and the time and date of removal of forms in each portion of the structure.
  - (ii) Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.
  - (iii) Penetration under the last ten (10) blows for each pile when piles are driven for foundations.

All records of construction procedure shall be kept on the job until the completion of the work. All records kept by the INSPECTOR arising out of or in any way connected with the PROJECT shall be and remain the property of the DISTRICT. At the end of each individual PROJECT, the INSPECTOR shall provide to the DISTRICT with all PROJECT documentation in a professional format, both in binders and on a computer CD.

A complete and accurate copy of all records kept or created by the INSPECTOR arising under or connected in any way to the PROJECT shall be furnished by the INSPECTOR to the DISTRICT immediately upon written demand by the DISTRICT.

- (j) Deviations. The INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to his/her attention. Copies of such notice shall be forwarded immediately to the architect or registered engineer, and to the Division of the State Architect.

Failure on the part of the INSPECTOR to notify the contractor of deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by his/her contract in accordance with the approved plans and specifications and all laws and regulations.

- (k) Verified Reports. The INSPECTOR shall make and submit to the Division of the State Architect verified reports pursuant to Section 3-342 of Title 24 of the California Code of Regulations. The INSPECTOR shall prepare and deliver to the Division of the State Architect detailed statements of fact regarding materials, operations, etc., when requested.
- (l) Violations. Failure, refusal, or neglect on the part of the INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal, or neglect to report immediately, in writing, any such violation to the architect or registered engineer, to the school board, and to the Division of the State Architect shall constitute a violation of the Field Act and shall be cause for the Division of the State Architect to take action.

(D) Insurance. The INSPECTOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect the INSPECTOR and DISTRICT from claims which may arise out of or result from the INSPECTOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by

themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- (1) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, in no event shall such policy limit be less than \$1,000,000.00.
- (2) Comprehensive general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury and property damage liability per occurrence, including:
  - a. Owned, non-owned and hired vehicles at cash value;
  - b. Blanket contractual;
  - c. Broad form property damage;
  - d. Products/completed operations; and
  - e. Personal injury.
- (3) Professional liability insurance, including contractual liability, with limits of One Million Dollars (\$1,000,000), per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that INSPECTOR subcontracts any portion of INSPECTOR's duties, INSPECTOR shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.
- (4) Each policy of insurance required in Section D(2) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of the INSPECTOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. The INSPECTOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the INSPECTOR shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the INSPECTOR fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of the INSPECTOR, and in such event, the INSPECTOR shall reimburse DISTRICT upon demand for the cost thereof.

(E) The DISTRICT agrees to pay the INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A". This AGREEMENT is based on estimated Time and Material expense. In no event shall the total payment to INSPECTOR under this AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of Forty Six Thousand Two Hundred Dollars (\$46,200.00), inclusive of all Reimbursable Expenses, for all services performed and expenses incurred pursuant to this AGREEMENT.

(F) The INSPECTOR agrees to discharge the duties as set out in this contract in a manner satisfactory to the Division of the State Architect and the Architect retained by the DISTRICT. The INSPECTOR shall devote each working day to the inspection of ESF Portables Project (hereinafter referred to as the "PROJECT(S)").

(G) Termination. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of the INSPECTOR; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

- (1) In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the INSPECTOR for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and other documents whether delivered to the DISTRICT or in the possession of the INSPECTOR. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased inspection and replacement inspector costs shall be deducted from payments to the INSPECTOR.
- (2) In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Paragraph (G)(3) below, and INSPECTOR shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by INSPECTOR.
- (3) This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to INSPECTOR. In the event of a termination without cause, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the INSPECTOR for Board approved extra services.
- (4) In the event the INSPECTOR is terminated, with or without cause, the INSPECTOR shall personally provide all the original PIC's prepared or obtained by the INSPECTOR in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the DISTRICT. All original PIC's must be provided to the DSA assuming inspector or the DSA, as applicable, within 48 hours of the effective date of the INSPECTOR's termination. Under no circumstances shall the INSPECTOR withhold any original PIC's related to the PROJECT upon the INSPECTOR's termination. The INSPECTOR shall be responsible for any delays on the PROJECT that arise out of the INSPECTOR's failure to provide the original PIC's to the assuming DSA inspector or the DSA as directed by the DISTRICT in accordance with this section. Upon the effective date of the INSPECTOR's termination, the INSPECTOR shall provide copies of all current PIC's in the INSPECTOR's Project File to the DISTRICT along with all other documents detailed in Section (C)(2)(c) of this AGREEMENT.
- (5) In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, the INSPECTOR agrees to continue the work diligently to completion. If the dispute is not resolved, the INSPECTOR agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but the INSPECTOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

(6) THE DISTRICT AND INSPECTOR UNDERSTAND AND AGREE THAT SECTION (G) OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

(H) Hold Harmless. To the fullest extent permitted by law, the INSPECTOR agrees to indemnify, defend and hold the DISTRICT entirely harmless from all liability arising out of:

(1) Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to the INSPECTOR's employees or the INSPECTOR's subcontractor's employees arising out of INSPECTOR's work under this AGREEMENT; and

(2) General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by the INSPECTOR or any person, firm or corporation employed by the INSPECTOR related to, founded upon or in connection with this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

(3) Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the INSPECTOR, or any person, firm or corporation employed by the INSPECTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

(4) Business Automobile Liability. Liability for bodily injury or property damage claims arising out of the use of owned, hired, or non-owned automobiles operated by the INSPECTOR, its officers, agents, employees or anyone employed by the INSPECTOR, in connection with work performed under this AGREEMENT.

(5) INSPECTOR, at INSPECTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees on account of or founded upon any of the causes, damages or injuries identified herein Section (H) and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

(6) THE PARTIES UNDERSTAND AND AGREE THAT SECTION (H) OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT AS AN EXHIBIT OR OTHERWISE INCLUDED IN THE CONSULTANT'S TERMS AND CONDITIONS SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

(7) ANY ATTEMPT TO LIMIT THE INSPECTOR'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE INSPECTOR.

(I) Independent Contractor. INSPECTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. The INSPECTOR understands and agrees that INSPECTOR and all of INSPECTOR's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The INSPECTOR assumes the full responsibility for the acts and/or omissions of the INSPECTOR's employees or agents as they relate to the services to be provided under this AGREEMENT. The INSPECTOR shall assume full responsibility for payment of all prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective INSPECTOR's employees. INSPECTOR shall fully defend and indemnify the DISTRICT from any claims, damages or any liability arising from or related to INSPECTOR or its subcontractors' failure to comply with any applicable prevailing wage laws and requirements.

(J) Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or the INSPECTOR.

(K) The DISTRICT and the INSPECTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. The INSPECTOR shall not assign this AGREEMENT.

(L) This AGREEMENT shall be governed by the laws of the State of California.

(M) Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and INSPECTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the INSPECTOR.

(N) THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE INSPECTOR. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE INSPECTOR SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE INSPECTOR MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE INSPECTOR'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

(O) Time is of the essence with respect to all provisions of this AGREEMENT.

(P) This AGREEMENT will be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguities with respect to, any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

(Q) If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

(R) All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by this reference as though fully set forth in each instance in the text hereof unless otherwise excluded by this AGREEMENT.

(S) This AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

(T) Assignment. INSPECTOR shall not assign or transfer this AGREEMENT or any interests of INSPECTOR herein without the prior written approval of the DISTRICT. Any such attempt by the INSPECTOR to assign or transfer this AGREEMENT or any of the INSPECTOR's interests set forth herein without the DISTRICT's written approval shall be void and shall be given no force or effect. No individual person assigned to provide the services hereunder for the PROJECT may be changed or substituted without the prior written consent of the DISTRICT. Such consent may be given or withheld in the DISTRICT's absolute discretion.

(U) Administration. The INSPECTOR shall produce, or shall hire the necessary independent contractors and/or consultants needed to produce, a clerically smooth product for the DISTRICT and for the INSPECTOR's routine correspondence with the DISTRICT. These clerical services shall be provided at no additional expense to the DISTRICT.

(V) Conflict of Interest. The INSPECTOR hereby represents, warrants and covenants that: (i) at the time of execution of this AGREEMENT, the INSPECTOR has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of services under this AGREEMENT; and (ii) the INSPECTOR shall not employ in the performance of services under this AGREEMENT any person or entity having such an interest.

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

INSPECTOR:

Stephen Payte DSA Inspections, Inc.

By: 

Title: **President**

DISTRICT:

Beaumont Unified School District

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

Carmen Ordonez, Director of Fiscal Services

**EXHIBIT "A"**

(Fill in Applicable Rates Below or Attach Inspector's Proposal, if any, for Rates and/or Additional Basic Services)

<b><u>INSPECTOR CERTIFICATION</u></b>	<b><u>HOURLY</u></b>
PROJECT INSPECTOR CLASS 1	\$
PROJECT INSPECTOR CLASS 2	\$
PROJECT INSPECTOR CLASS 3	\$

## Proposal for Inspection Services

Beaumont Unified School District  
350 W Brookside Ave  
Beaumont, CA 92223

February 26, 2025

### **Re: DSA Project Inspection Services for District Office ESF Portables Project (04-123481)**

We will provide required DSA Inspection Services as defined in Title 24, Part 1, Sections 4-333 and 4-342 and DSA Interpretation of Regulations. Our proposal is for one (1) part-time DSA Inspector (Class 2 or higher), at a rate of \$105.00 per hour.

With an anticipated project duration of 22 weeks (4/8/25 - 9/2/25) and an estimated 20 hours of inspection per week, our not to exceed total cost for services is **\$46,200.00**

*\*There will be a 4-hour minimum charge per site visit*

*\*Hours worked over 8 per weekday and all hours worked Saturday will be charged at time and one half*

*\*Sunday and Holidays will be charged at double time.*

As always, we appreciate the continued opportunity to work with your District.

Sincerely,



Stephen K. Payte  
President  
Stephen Payte DSA Inspections, Inc.  
(661) 718-2893



## INSPECTOR SERVICES AGREEMENT

This AGREEMENT is made and entered into this 26 day of March, 2025, by and between the BEAUMONT UNIFIED SCHOOL DISTRICT (“DISTRICT”), and Stephen Payte DSA Inspections, Inc. (“INSPECTOR”). The DISTRICT and the INSPECTOR are sometimes referred to herein singularly as a “PARTY” and collectively as the “PARTIES”. The INSPECTOR and the DISTRICT do hereby contract and agree as follows:

(A) The INSPECTOR shall at all times be qualified and approved by the Division of the State Architect (“DSA”), Department of General Services, State of California, and shall at all times maintain proper qualifications, to perform the duties of and act as General Building Inspector on school building construction projects and modification of the type for which he/she agrees to perform inspection services. The INSPECTOR shall be properly registered with the Department of Industrial Relations and qualified to perform public works in accordance with Labor Code sections 1725.5 and 1771.1 at all times during the term of this AGREEMENT.

(B) Services to be Provided by the INSPECTOR. The INSPECTOR shall provide to the DISTRICT on the terms set forth herein all the services articulated in Section (C) of this AGREEMENT and as set forth in the INSPECTOR’s Proposal which shall be attached hereto and incorporated herein as EXHIBIT “A” (the “INSPECTOR’s PROPOSAL”). The PARTIES agree that the terms of this AGREEMENT shall be controlling over any of the terms contained within the INSPECTOR’s PROPOSAL.

(C) The INSPECTOR agrees to discharge the duties of an inspector as specified in California Education Code Sections 17309 and 17311 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations. These duties include, but are not limited to, the following:

- (1) **General.** The INSPECTOR shall act under the direction of the architect and registered engineer. The Inspector shall attend all planning, pre-construction conferences, project meetings, and/or meetings as required by the DISTRICT.
- (2) **Duties.** The general duties of the INSPECTOR in fulfilling his/her responsibilities are as follows:
  - (a) **Continuous Inspection Requirement.** The INSPECTOR must have actual personal knowledge, which is obtained by his or her personal and continuous inspection of the work of construction in all stages of its progress, as set forth in California Education Code Section 17309, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work. Work, such as concrete work or brick work which can be inspected only as it is placed, shall require the constant presence of the INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while the INSPECTOR is not present. In any case, the INSPECTOR must personally inspect every part of the work. In no case shall the INSPECTOR have or assume any duties which will prevent him/her from providing continuous inspection.

(b) Relations with Architect and Engineer. The INSPECTOR shall work under the general direction of the architect or registered engineer. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the architect or registered engineer for his interpretation and instructions. In no case, however, shall the instruction of the architect or registered engineer be construed to cause work to be done which is not in conformity with approved plans, specifications, and change orders. Interpretations received by the INSPECTOR which cause deviations from the approved drawings and specifications shall be referred to the responsible architect for preparation of change orders to cover the required work.

(c) Job File.

(i) The INSPECTOR shall keep a Job File on the PROJECT jobsite at all times in an organized manner (along with a back-up of the files on some other media such as a hard drive or back-up electronic file service). The INSPECTOR's Job File shall be readily accessible to the DSA, the DISTRICT, Project Architect/Engineer upon site visits and upon request. The INSPECTOR's Job File shall include all documents required to be maintained on a school construction site in accordance with Title 24 including, but not limited to, the following:

- (A) Form DSA 152 – Project Inspection Card(s)
- (B) DSA approved plans and specifications;
- (C) DSA approved Form DSA 103 – Statement of Structural Tests and Special Inspections
- (D) Deferred submittals as required by the DSA approved plans;
- (E) DSA approved addenda and revisions;
- (F) DSA approved Construction Change Documents;
- (G) Contractor submittals (construction schedule, shop drawings, material certificates, products labels, concrete trip tickets, etc.) as required by the DSA approved Construction Documents;
- (H) Communication log; all communications and project related meeting minutes/notes;
- (I) Deviation Notices (Form DSA 154), as delivered to the DSA, Project Architect/Engineer and Contractor with log listing all notices with resolution status;
- (J) Notices of Deviations/Resolution of Deviations (Form DSA 154);
- (K) Inspector Daily Reports;
- (L) Laboratory tests and inspection reports (Form DSA 291);
- (M) Special inspection reports (Form DSA 292);
- (N) Geotechnical reports (Form DSA 293);
- (O) Records of concrete placing operations;
- (P) Records of welding operations;
- (Q) Records of pile driving operations;
- (R) Verified reports from all parties required to file verified reports;
- (S) Completed semi-monthly reports;
- (T) DSA Field Trip Notes;
- (U) Project Inspector Notifications (Form DSA 151);
- (V) Contractor Notification to Project Inspector Commencement/Completion of Work (Form DSA 156);
- (W) Certificate of Compliance – Approved Bleacher/Grandstand Fabricator (Form DSA 130);

- (X) Applicable codes and referenced standards;
- (Y) Any other documents required to provide a complete record of construction.

The INSPECTOR shall notify the DISTRICT immediately when the Architect, Engineer, Contractor, Laboratory of Record, Special Inspector, or any other party involved in the construction of the PROJECT, has failed to timely prepare and submit any of the above documents to the DSA and/or the INSPECTOR as required by Title 24 and PR 13-01. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

(ii) The INSPECTOR shall provide the DISTRICT with a copy of the entire Job File with the exception of the building codes and standards at the completion of the PROJECT.

(iii) Notwithstanding any other requirements in this AGREEMENT or Title 24, the INSPECTOR shall ensure that copies of the following documents are submitted to the DSA from the INSPECTOR's Job File which shall hereinafter be collectively referred to as the "DSA Document Submittal":

- (A) All completed Form DSA 152 documents required for the completion of the PROJECT;
- (B) All completed Form DSA 6PI documents including interim and final verified reports;
- (C) All completed Form DSA 6AE documents including interim and final verified reports;
- (D) The completed Form DSA 6C documents from each contractor having a contract with the SCHOOL;
- (E) All completed Form DSA 292 documents including interim and final reports prepared by the Special Inspectors;
- (F) All completed Form DSA 291 documents including interim and final reports prepared by the Engineering Manager of the Laboratory of Record;
- (G) All completed Form DSA 293 documents including interim and final reports prepared by the Geotechnical Engineer;
- (H) The completed Form DSA 130 Certificate of Compliance for Bleachers and Grandstand Fabricator as applicable.

(iv) The documents making up the DSA Document Submittal shall be submitted to the DSA upon any of the following events:

- (A) The services of the INSPECTOR are terminated for any reason prior to the completion of the PROJECT;
- (B) The PROJECT is substantially complete in accordance with DSA requirements;
- (C) The work on the PROJECT is suspended for a period of more than one (1) year; or
- (D) Upon the request of the DSA.

(v) The INSPECTOR shall immediately return any unapproved documents to the Architect for proper action and notify the DSA if the Contractor proceeds with construction activities in accordance with such unapproved documents.

(vi) All documents required to be submitted to the DSA by the INSPECTOR in accordance with Title 24, PR 13-01 and this AGREEMENT shall also be submitted electronically in accordance with the DSA's approved procedures for the submittal of such documents.

(d) Project Inspection Cards.

(i) The INSPECTOR shall obtain the Project Inspection Cards ("PIC") (Form DSA 152) necessary for the inspection of the PROJECT from the Project Architect/Engineer for the INSPECTOR's use in approving and signing off work as it is completed on the PROJECT. The Inspector shall notify the DSA Regional Office with the construction oversight authority over the PROJECT, by phone and electronically, if construction commences without the INSPECTOR having received the PIC's necessary for the inspection and completion of the PROJECT.

(ii) The INSPECTOR shall complete each PIC as the work progresses pursuant to Title 24, the DSA 152 Manual, PR 13-01 and this AGREEMENT. The INSPECTOR shall not approve and sign off a block or section on a PIC unless the INSPECTOR has verified that: (1) the identified work is in compliance with the DSA approved Construction Documents; (2) all required testing and special inspections have been completed; (3) any and all deviations from the DSA approved Construction Documents have been resolved; (4) all DSA field trip note issues have been resolved; and (5) all required documentation has been received by the INSPECTOR.

(iii) The INSPECTOR shall post all PIC's in the INSPECTOR's Project File and shall electronically post the PIC's with the DSA as work is being completed on the PROJECT. Electronic posting of the PIC's shall be performed by emailing the PIC's to the DSA Regional Office with the construction oversight authority over the PROJECT. The INSPECTOR shall consistently update the PIC's as work on the PROJECT is being completed. Each time the INSPECTOR updates the PIC's in the INSPECTOR's Project File, the INSPECTOR shall simultaneously update the corresponding PIC posted electronically with the DSA to ensure the PIC's in the INSPECTOR's Project File are current and consistent with the PIC's that are posted electronically with the DSA. The INSPECTOR shall allow any party involved in the construction of the PROJECT to review any PIC at the INSPECTOR's office upon request. The INSPECTOR shall provide a current copy of any PIC to the DSA, the DISTRICT, Project Architect/Engineer or any other state agency upon request.

(iv) The INSPECTOR shall collect copies of the Interim Verified Reports prepared by the Project Architect/Engineer (Form DSA 6-AE) prior to the INSPECTOR's approval and sign off of the following sections of the PIC's as applicable:

- (A) Initial Site Work and Foundation Preparation;
- (B) Vertical and Horizontal Framing;
- (C) Appurtenances;
- (D) Finish Site Work and Other Work; and
- (E) Final

If the Project Architect/Engineer has delegated responsibility for any portion of the PROJECT's design to other engineers, the INSPECTOR shall likewise obtain copies of the Interim Verified Reports prepared by such engineers (Form DSA 6-AE) prior to the

INSPECTOR's approval and sign off of the above sections of the PIC's as they relate to the portions of the PROJECT that were delegated to the other engineers. In the case of a Geotechnical engineer, the INSPECTOR shall collect a copy of the Interim Verified Report (Form DSA 293) prepared by such Geotechnical engineer as applicable before the INSPECTOR can approve and sign off any of the above sections that relate to the portions of the PROJECT that were delegated to the Geotechnical engineer.

(v) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA 291) prepared by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require testing or special inspections by the employees of the Laboratory of Record as required by the DSA approved Construction Documents including, but not limited to, the following sections:

- (A) Initial Site Work and Foundation Preparation;
- (B) Vertical and Horizontal Framing;
- (C) Appurtenances;
- (D) Finish Site Work and Other Work; and
- (E) Final

(vi) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA 292) prepared by any Special Inspector not employed by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require special inspections by such Special Inspectors as required by the DSA approved Construction Documents including, but not limited to, the following sections:

- (A) Initial Site Work and Foundation Preparation;
- (B) Vertical and Horizontal Framing;
- (C) Appurtenances;
- (D) Finish Site Work and Other Work; and
- (E) Final

(vii) The INSPECTOR shall obtain the original PIC's for the in-plant construction of any relocatable building being placed on the PROJECT site as part of the PROJECT at the time such relocatable building is delivered to the PROJECT site. The INSPECTOR shall post such PIC's in the INSPECTOR's Project File and with the DSA. The INSPECTOR shall also provide the DISTRICT and the Project Architect/Engineer with copies of the PIC's from the in-plant construction of the relocatable buildings that were prepared by the in-plant project inspector.

(viii) The INSPECTOR shall immediately notify the DSA Regional Office with construction oversight authority over the PROJECT, by phone and electronically, if applicable blocks/sections of any PIC have not been signed off by the INSPECTOR and the Contractor on the PROJECT is proceeding with construction activities that are covering the unapproved work.

(e) Testing and Special Inspections.

(i) The INSPECTOR shall obtain a copy of the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103) from the Project Architect/Engineer prior to the commencement of construction and maintain a copy of the approved DSA 103 form in the INSPECTOR's Project File for the duration of the PROJECT. The INSPECTOR

shall thoroughly review and evaluate the approved Form DSA 103 for the PROJECT and be familiar with the required testing and special inspections program required by the DSA approved Construction Documents.

(ii) The INSPECTOR shall meet with the Project Architect/Engineer, DISTRICT and Contractor as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

(iii) The INSPECTOR shall meet with the Laboratory of Record and all Special Inspectors that are not employed by the Laboratory of Record to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents. The INSPECTOR shall ensure that the Laboratory of Record and all Special Inspectors obtain copies of the DSA approved Construction Documents and a copy of the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of construction on the PROJECT.

(iv) The INSPECTOR shall verify that each laboratory providing materials/structural testing is approved by the DSA to provide the services being performed by such laboratory in connection with the completion of the PROJECT. The INSPECTOR shall verify that all Special Inspectors employed by the Laboratory of Record are performing under the supervision of the Engineering Manager of the Laboratory of Record. The INSPECTOR shall verify the current certification of all Special Inspectors working on the PROJECT who are not employed by the Laboratory of Record prior to the commencement of any construction work that requires special inspection as required by the DSA approved Construction Documents.

(v) INSPECTOR shall monitor the work of the Laboratory of Record and all Special Inspectors who are not employed by the Laboratory of Record to ensure that all testing and special inspections required for the completion of the PROJECT are performed timely and satisfactorily. The INSPECTOR shall verify that all necessary tests and special inspections are completed and that all necessary reports are collected by the INSPECTOR and posted in the INSPECTOR's Project File and posted electronically with the DSA prior to the start of the construction work requiring such test and/or special inspections and prior to the INSPECTOR signing off or otherwise approving any block/section of a PIC that requires testing and/or special inspection according to the DSA approved Construction Documents.

(vi) Copies of all daily inspection reports, special daily inspection reports, Interim Verified Reports, Verified Reports and any other reports related to the testing and special inspections performed on the PROJECT, pursuant to the DSA approved Construction Documents, shall be maintained and posted in the INSPECTOR's Project File throughout the duration of the PROJECT. All testing and special inspection related reports obtained by the INSPECTOR pursuant to this Section (C)(2)(e) shall also be posted electronically with the DSA.

(f) Inspector's Semimonthly Reports. The INSPECTOR shall keep the architect or registered engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required in Section 4-342 of Title 24 of the California Code of Regulations. See also sample of semimonthly report in Appendix of Title 24 of the California Code of Regulations.

- (g) Inspector's Daily Report to District. The INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting daily reports in writing to the DISTRICT. Such reports shall include, but not be limited to, the following information:
- (i) Activities performed by the Contractors, and areas where work is performed with relation to the plans and specifications.
  - (ii) Manpower assigned to the Contractor and subcontractor(s), including the number of individuals in each trade and the type of work being performed.
  - (iii) Weather conditions.
  - (iv) Equipment and materials delivered to the site.
  - (v) Construction equipment and vehicles utilized and duration on PROJECT.
  - (vi) Nature and location of the work being performed (starting and completion dates for various portions of the work).
  - (vii) Verbal communication and clarifications of the work given to the Contractor awarded the PROJECT.
  - (viii) Inspection by representatives of regulatory agencies.
  - (ix) Occurrences or conditions that might affect Contract Sum or Contract Time.
  - (x) Visitors to the site, titles, and employers of visitors, and reasons for visit.
  - (xi) INSPECTOR's record journal to include "Pertinent Calls" relating to conflicting issues regarding changes to documents, i.e., plans, specifications, change orders and job conditions affecting the interests of the DISTRICT.
  - (xii) Any work or material in place that does not correspond with the codes, drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
  - (xiii) Times of day INSPECTOR was present on site.
- (h) Notifications to Division of the State Architect. The INSPECTOR shall notify the Division of the State Architect:
- (i) When work is started on the PROJECT.
  - (ii) At least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms.
  - (iii) At least 48 hours in advance of the first pour of concrete.
  - (iv) When work is suspended for a period of more than two weeks.

- (i) Construction Procedure Records. The INSPECTOR shall keep a record of certain phases of construction procedure including, but not limited to, the following:
  - (i) Concrete pouring operations. The record shall show the time and date of placing concrete and the time and date of removal of forms in each portion of the structure.
  - (ii) Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.
  - (iii) Penetration under the last ten (10) blows for each pile when piles are driven for foundations.

All records of construction procedure shall be kept on the job until the completion of the work. All records kept by the INSPECTOR arising out of or in any way connected with the PROJECT shall be and remain the property of the DISTRICT. At the end of each individual PROJECT, the INSPECTOR shall provide to the DISTRICT with all PROJECT documentation in a professional format, both in binders and on a computer CD.

A complete and accurate copy of all records kept or created by the INSPECTOR arising under or connected in any way to the PROJECT shall be furnished by the INSPECTOR to the DISTRICT immediately upon written demand by the DISTRICT.

- (j) Deviations. The INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to his/her attention. Copies of such notice shall be forwarded immediately to the architect or registered engineer, and to the Division of the State Architect.

Failure on the part of the INSPECTOR to notify the contractor of deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by his/her contract in accordance with the approved plans and specifications and all laws and regulations.

- (k) Verified Reports. The INSPECTOR shall make and submit to the Division of the State Architect verified reports pursuant to Section 3-342 of Title 24 of the California Code of Regulations. The INSPECTOR shall prepare and deliver to the Division of the State Architect detailed statements of fact regarding materials, operations, etc., when requested.
- (l) Violations. Failure, refusal, or neglect on the part of the INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal, or neglect to report immediately, in writing, any such violation to the architect or registered engineer, to the school board, and to the Division of the State Architect shall constitute a violation of the Field Act and shall be cause for the Division of the State Architect to take action.

(D) Insurance. The INSPECTOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect the INSPECTOR and DISTRICT from claims which may arise out of or result from the INSPECTOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by

themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- (1) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, in no event shall such policy limit be less than \$1,000,000.00.
- (2) Comprehensive general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury and property damage liability per occurrence, including:
  - a. Owned, non-owned and hired vehicles at cash value;
  - b. Blanket contractual;
  - c. Broad form property damage;
  - d. Products/completed operations; and
  - e. Personal injury.
- (3) Professional liability insurance, including contractual liability, with limits of One Million Dollars (\$1,000,000), per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that INSPECTOR subcontracts any portion of INSPECTOR's duties, INSPECTOR shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.
- (4) Each policy of insurance required in Section D(2) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of the INSPECTOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. The INSPECTOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the INSPECTOR shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the INSPECTOR fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of the INSPECTOR, and in such event, the INSPECTOR shall reimburse DISTRICT upon demand for the cost thereof.

(E) The DISTRICT agrees to pay the INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A". This AGREEMENT is based on estimated Time and Material expense. In no event shall the total payment to INSPECTOR under this AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of One hundred twenty three thousand three hundred seventy five dollars (\$ 123,375.00), inclusive of all Reimbursable Expenses, for all services performed and expenses incurred pursuant to this AGREEMENT.

(F) The INSPECTOR agrees to discharge the duties as set out in this contract in a manner satisfactory to the Division of the State Architect and the Architect retained by the DISTRICT. The INSPECTOR shall devote each working day to the inspection of Palm Innovation Academy Kitchen Building Project (hereinafter referred to as the "PROJECT(S)").

(G) Termination. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of the INSPECTOR; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

- (1) In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the INSPECTOR for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and other documents whether delivered to the DISTRICT or in the possession of the INSPECTOR. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased inspection and replacement inspector costs shall be deducted from payments to the INSPECTOR.
- (2) In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Paragraph (G)(3) below, and INSPECTOR shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by INSPECTOR.
- (3) This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to INSPECTOR. In the event of a termination without cause, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the INSPECTOR for Board approved extra services.
- (4) In the event the INSPECTOR is terminated, with or without cause, the INSPECTOR shall personally provide all the original PIC's prepared or obtained by the INSPECTOR in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the DISTRICT. All original PIC's must be provided to the DSA assuming inspector or the DSA, as applicable, within 48 hours of the effective date of the INSPECTOR's termination. Under no circumstances shall the INSPECTOR withhold any original PIC's related to the PROJECT upon the INSPECTOR's termination. The INSPECTOR shall be responsible for any delays on the PROJECT that arise out of the INSPECTOR's failure to provide the original PIC's to the assuming DSA inspector or the DSA as directed by the DISTRICT in accordance with this section. Upon the effective date of the INSPECTOR's termination, the INSPECTOR shall provide copies of all current PIC's in the INSPECTOR's Project File to the DISTRICT along with all other documents detailed in Section (C)(2)(c) of this AGREEMENT.
- (5) In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, the INSPECTOR agrees to continue the work diligently to completion. If the dispute is not resolved, the INSPECTOR agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but the INSPECTOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

(6) THE DISTRICT AND INSPECTOR UNDERSTAND AND AGREE THAT SECTION (G) OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

(H) Hold Harmless. To the fullest extent permitted by law, the INSPECTOR agrees to indemnify, defend and hold the DISTRICT entirely harmless from all liability arising out of:

(1) Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to the INSPECTOR's employees or the INSPECTOR's subcontractor's employees arising out of INSPECTOR's work under this AGREEMENT; and

(2) General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by the INSPECTOR or any person, firm or corporation employed by the INSPECTOR related to, founded upon or in connection with this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

(3) Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the INSPECTOR, or any person, firm or corporation employed by the INSPECTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

(4) Business Automobile Liability. Liability for bodily injury or property damage claims arising out of the use of owned, hired, or non-owned automobiles operated by the INSPECTOR, its officers, agents, employees or anyone employed by the INSPECTOR, in connection with work performed under this AGREEMENT.

(5) INSPECTOR, at INSPECTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees on account of or founded upon any of the causes, damages or injuries identified herein Section (H) and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

(6) THE PARTIES UNDERSTAND AND AGREE THAT SECTION (H) OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT AS AN EXHIBIT OR OTHERWISE INCLUDED IN THE CONSULTANT'S TERMS AND CONDITIONS SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

(7) ANY ATTEMPT TO LIMIT THE INSPECTOR'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE INSPECTOR.

(I) Independent Contractor. INSPECTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. The INSPECTOR understands and agrees that INSPECTOR and all of INSPECTOR's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The INSPECTOR assumes the full responsibility for the acts and/or omissions of the INSPECTOR's employees or agents as they relate to the services to be provided under this AGREEMENT. The INSPECTOR shall assume full responsibility for payment of all prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective INSPECTOR's employees. INSPECTOR shall fully defend and indemnify the DISTRICT from any claims, damages or any liability arising from or related to INSPECTOR or its subcontractors' failure to comply with any applicable prevailing wage laws and requirements.

(J) Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or the INSPECTOR.

(K) The DISTRICT and the INSPECTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. The INSPECTOR shall not assign this AGREEMENT.

(L) This AGREEMENT shall be governed by the laws of the State of California.

(M) Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and INSPECTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the INSPECTOR.

(N) THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE INSPECTOR. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE INSPECTOR SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE INSPECTOR MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE INSPECTOR'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

(O) Time is of the essence with respect to all provisions of this AGREEMENT.

(P) This AGREEMENT will be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguities with respect to, any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

(Q) If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

(R) All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by this reference as though fully set forth in each instance in the text hereof unless otherwise excluded by this AGREEMENT.

(S) This AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

(T) Assignment. INSPECTOR shall not assign or transfer this AGREEMENT or any interests of INSPECTOR herein without the prior written approval of the DISTRICT. Any such attempt by the INSPECTOR to assign or transfer this AGREEMENT or any of the INSPECTOR's interests set forth herein without the DISTRICT's written approval shall be void and shall be given no force or effect. No individual person assigned to provide the services hereunder for the PROJECT may be changed or substituted without the prior written consent of the DISTRICT. Such consent may be given or withheld in the DISTRICT's absolute discretion.

(U) Administration. The INSPECTOR shall produce, or shall hire the necessary independent contractors and/or consultants needed to produce, a clerically smooth product for the DISTRICT and for the INSPECTOR's routine correspondence with the DISTRICT. These clerical services shall be provided at no additional expense to the DISTRICT.

(V) Conflict of Interest. The INSPECTOR hereby represents, warrants and covenants that: (i) at the time of execution of this AGREEMENT, the INSPECTOR has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of services under this AGREEMENT; and (ii) the INSPECTOR shall not employ in the performance of services under this AGREEMENT any person or entity having such an interest.

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

INSPECTOR:

Stephen Payte DSA Inspections, Inc.

By:   
Stephen Payte (Mar 5, 2025 17:06 PST)

Title: President

DISTRICT:

Beaumont Unified School District

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

Carmen Ordonez, Director of Fiscal Services

**EXHIBIT "A"**

(Fill in Applicable Rates Below or Attach Inspector's Proposal, if any, for Rates and/or Additional Basic Services)

<b><u>INSPECTOR CERTIFICATION</u></b>	<b><u>HOURLY</u></b>
PROJECT INSPECTOR CLASS 1	\$
PROJECT INSPECTOR CLASS 2	\$
PROJECT INSPECTOR CLASS 3	\$

## Proposal for Inspection Services

Beaumont Unified School District  
350 W Brookside Ave  
Beaumont, CA 92223

January 30, 2025

### **Re: DSA Project Inspection Services for Palm Innovation Kitchen Building (04-123788)**

We will provide required DSA Inspection Services as defined in Title 24, Part 1, Sections 4-333 and 4-342 and DSA Interpretation of Regulations. Our proposal is for one (1) part-time DSA Inspector (Class 2 or higher), at a rate of \$105.00 per hour.

With an anticipated project duration of 49 weeks (4/28/25 - 4/3/26) and an estimated 25 hours of inspection per week, our not to exceed total cost for services is **\$123,375.00**

*\*There will be a 4-hour minimum charge per site visit*

*\*Hours worked over 8 per weekday and all hours worked Saturday will be charged at time and one half*

*\*Sunday and Holidays will be charged at double time.*

As always, we appreciate the continued opportunity to work with your District.

Sincerely,



Stephen K. Payte  
President  
Stephen Payte DSA Inspections, Inc.  
(661) 718-2893



# CONSULTANT SERVICES AGREEMENT

(SPECIAL INSPECTION AND/OR TESTING SERVICES)  
(BEFORE RELEASE OF CONTRACT TO CONSULTANT, PRIOR APPROVAL BY DEPARTMENT ADMINISTRATION)

This AGREEMENT is made and entered into this 26 day of March in the year 2025 (“EFFECTIVE DATE”), by and between the BEAUMONT UNIFIED SCHOOL DISTRICT, hereinafter referred to as (the “DISTRICT”), and Verdantas Inc., hereinafter referred to as “CONSULTANT”. The DISTRICT and the CONSULTANT are sometimes referred to herein singularly as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

**WHEREAS**, the DISTRICT requires specialized inspection and/or testing services for ESF Portables Project, located within the DISTRICT (hereinafter referred to as the “PROJECT”);

**WHEREAS**, CONSULTANT shall at all times be qualified and approved by the Division of the State Architect (“DSA”) and shall at all times maintain proper qualifications, to perform the duties of and act as a testing laboratory and/or special inspector on school building construction projects and to perform the services required by this AGREEMENT; and

**WHEREAS**, CONSULTANT has indicated its willingness and commitment to provide its specialized testing and inspection services to the DISTRICT on the terms hereinafter set forth in this AGREEMENT.

**NOW, THEREFORE**, the PARTIES hereto agree as follows:

## ARTICLE I SCOPE AND SERVICES TO BE PROVIDED BY CONSULTANT

1. Services to be Provided by the CONSULTANT. The CONSULTANT shall provide to the DISTRICT on the terms set forth herein all the special inspection and/or testing services necessary to complete the PROJECT as required by the DSA approved Construction Documents and this AGREEMENT. The CONSULTANT’s basic services shall include those services set forth in this AGREEMENT as well as those services articulated in the CONSULTANT’s proposal which shall be attached hereto and incorporated herein as EXHIBIT “A” (the CONSULTANT’s “PROPOSAL”). In the event of a discrepancy, inconsistency, conflict or other difference between the terms of the CONSULTANT’s PROPOSAL with this AGREEMENT, the PARTIES agree that the terms of this AGREEMENT shall govern and be controlling.

2. CONSULTANT’s Certifications, Representations and Warranties. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity

of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT's engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform, for the benefit of the DISTRICT, such services as are called for hereunder.

b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

c. If applicable, CONSULTANT shall be properly registered with the Department of Industrial Relations and qualified to perform public works in accordance with Labor Code sections 1725.5 and 1771.1 at all times during the term of this AGREEMENT.

## **ARTICLE II**

### **CONSULTANT'S SERVICES AND RESPONSIBILITIES**

1. The CONSULTANT shall perform all special inspections and testing services in conformance with the PROJECT's DSA approved Construction Documents, applicable codes and code references. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

2. The CONSULTANT shall obtain a copy of the Construction Documents that were approved by the DSA for the completion of the PROJECT including, but not limited to, the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103), from the Design Professional in General Responsible Charge of the PROJECT (the "Architect/Engineer") prior to the commencement of construction on the PROJECT and shall maintain a copy of the approved DSA 103 form in the CONSULTANT's Project File for the duration of the PROJECT. The CONSULTANT shall thoroughly review and evaluate the approved DSA 103 for the PROJECT and be familiar with the required testing and special inspections program required by the DSA approved Construction Documents.

3. The CONSULTANT shall meet with the Project Inspector, the Architect/Engineer, Structural Engineer and the DISTRICT as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the special inspection and testing program required by the DSA approved Construction Documents for the PROJECT and this AGREEMENT.

4. The CONSULTANT shall prepare and submit an Interim Verified Report to the DSA, and provide a copy of such report to the Project Inspector for each of the applicable sections of the Project Inspection Cards (Form DSA 152), that are required for the completion of the

PROJECT, when such sections require special inspections and/or testing prior to the Project Inspector's approval and sign off. The applicable sections of the Project Inspection Cards are as follows:

- (a) Initial Site Work and Foundations Preparation;
- (b) Vertical and Horizontal Framing;
- (c) Appurtenances;
- (d) Finish Site Work and Other Work;
- (e) Final

5. The CONSULTANT shall submit a signed Verified Report to the DSA, and provide a copy of such report to the Project Inspector, the Architect/Engineer, the Structural Engineer and the DISTRICT upon any of the following events:

- a. Within fourteen (14) days of the completion of the CONSULTANT's special inspection and/or testing work;
- b. When work on the PROJECT is suspended for a period of more than one (1) month;
- c. When the services of the CONSULTANT are terminated for any reason prior to the completion of the PROJECT; and/or
- d. In the event the DSA requests a Verified Report.

6. If CONSULTANT's work involves the in-plant inspection of relocatable buildings that are being manufactured for placement on the PROJECT site, CONSULTANT shall obtain the Project Inspection Cards from the DSA or the Architect/Engineer, as applicable, that are needed for the in-plant inspection of such relocatable building(s). The CONSULTANT shall complete the Project Inspection Cards during the in-plant completion of the relocatable building(s) as required by Title 24, the DSA 152 Manual, PR 13-01 and this AGREEMENT. The Consultant must provide the original Project Inspection Cards that are used for the in-plant inspection of the PROJECT's relocatable buildings to the Project Inspector at the time such relocatable buildings are delivered to the PROJECT site.

7. The CONSULTANT shall work under the technical direction and supervision of the Project Inspector or the Architect/Engineer as applicable. The CONSULTANT shall keep the Project Inspector, the Architect/Engineer, the Structural Engineer and the DISTRICT informed of all special inspections, testing and/or PROJECT related activities being performed by the CONSULTANT in order to ensure that all testing and special inspections required for the completion of the PROJECT are performed timely and satisfactorily. The CONSULTANT shall keep the Project Inspector, Architect/Engineer, Structural Engineer and the DISTRICT thoroughly informed as to the progress of the work by submitting detailed daily reports, in writing, to the Project Inspector which outline the work inspected and/or tested. The CONSULTANT shall submit the detailed daily reports to the Project Inspector on the same day the inspections, testing and/or PROJECT related activities are performed and shall provide the Architect/Engineer, Structural Engineer and the DISTRICT with a copy of such reports. The CONSULTANT shall

also submit daily special inspection reports in a timely manner to the Project Inspector so as not to delay the PROJECT. However, in no event shall the CONSULTANT submit a special inspection report to the Project Inspector later than fourteen (14) days from the date the special inspections are performed. The CONSULTANT shall provide a copy of each daily special inspection report to the Architect/Engineer, Structural Engineer and the DISTRICT on the day the original report is submitted to the Project Inspector.

8. In the event the CONSULTANT identifies construction and/or material deviations from the DSA approved Construction Documents in connection with the work being completed on the PROJECT, the CONSULTANT shall immediately issue a written report of such deviations to the DSA. The CONSULTANT shall provide a copy of each report to the Project Inspector, Architect/Engineer, Structural Engineer and the DISTRICT on the day the original report is submitted to the DSA.

9. If applicable, the CONSULTANT and any subcontractors (of any tier) performing work pursuant to this AGREEMENT must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of this AGREEMENT. CONSULTANT shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of this AGREEMENT and in no event shall CONSULTANT be granted increased payment from the DISTRICT a result of CONSULTANT's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this AGREEMENT and grounds for termination for cause. If applicable, the CONSULTANT and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the DISTRICT or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

### **ARTICLE III** **TERMINATION**

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONSULTANT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services

actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings, reports and/or other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to the CONSULTANT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article III, Section 4 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services.

5. In the event the CONSULTANT is terminated, with or without cause, the CONSULTANT shall personally provide all the original Project Inspection Cards prepared or obtained by the CONSULTANT in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the DISTRICT. All original Project Inspection Cards must be provided to the DSA assuming inspector or the DSA, as applicable, within 48 hours of the effective date of the CONSULTANT's termination. Under no circumstances shall the CONSULTANT withhold any original Project Inspection Cards related to the PROJECT upon the CONSULTANT's termination. The CONSULTANT shall be responsible for any delays on the PROJECT that arise out of the CONSULTANT's failure to provide the original Project Inspection Cards to the assuming DSA inspector or the DSA as directed by the DISTRICT in accordance with this section. Upon the effective date of the CONSULTANT's termination, the CONSULTANT shall provide copies of all current Project Inspection Cards in the CONSULTANT's Project File to the DISTRICT along with any other DISTRICT PROPERTY as further described in Article IV below.

6. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before. The PARTIES may agree in writing to submit any dispute between the PARTIES to arbitration.

7. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE III OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES

BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

**ARTICLE IV**  
**REPORTS AND/OR OTHER DOCUMENTS**

1. The Project Inspection Cards, reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter the "PROPERTY"). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within seven (7) calendar days.

**ARTICLE V**  
**ACCOUNTING RECORDS OF THE CONSULTANT**

1. Records of the CONSULTANT's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

**ARTICLE VI**  
**COMPENSATION TO THE CONSULTANT**

1. The DISTRICT shall compensate the CONSULTANT as follows:
  - a. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in EXHIBIT "A", inclusive of reimbursable expenses, for performing the basic services required by this AGREEMENT subject to the limitations set forth herein this Article VI, Section 1(a). In no event shall the CONSULTANT's compensation exceed Sixty Nine Thousand Eight Hundred Ninety Six Dollars (\$ 69,896.00 ) for performing all the basic services detailed in Article II and EXHIBIT "A". CONSULTANT shall invoice costs monthly for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation.
  - b. Invoices requesting payment for Additional Services performed in accordance with Article VII below must reflect the compensation approved by the

DISTRICT and include a copy of the DISTRICT’s written authorization. The DISTRICT’s prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services and no claim by the CONSULTANT for additional compensation related to Additional Services shall be valid absent such prior written approval by the DISTRICT to proceed with such Additional Services as required by Article VII.

**ARTICLE VII**  
**ADDITIONAL CONSULTANT SERVICES**

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT’s control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering any additional services. The DISTRICT may also require CONSULTANT to perform additional services which are, in the DISTRICT’s discretion, necessary. Compensation for all additional services shall be negotiated and approved in writing by the DISTRICT before CONSULTANT performs such additional services. CONSULTANT shall not be entitled to any compensation for performing additional services that are not previously approved by the DISTRICT in writing. Additional services shall include:

a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.

b. Preparing reports and other documentation and supporting data, and providing other services in connection with project modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT.

c. If the DISTRICT requests additional shifts to complete the services articulated in Article II and EXHIBIT “A” where the requests for additional shifts does not arise from the direct or indirect negligence, errors or omissions on the part of CONSULTANT. The CONSULTANT’s compensation is expressly conditioned on the lack of fault of the CONSULTANT.

d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT’s industry.

**ARTICLE VIII**  
**MISCELLANEOUS**

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, and hold DISTRICT entirely harmless from all liability arising out of:

a. Workers Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT; and

b. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by CONSULTANT in accordance with this AGREEMENT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VIII, Sections 1(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence as set forth in Article VIII, Section 1(c) above, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorney's fees and costs incurred by the DISTRICT in defending such actions or proceedings.

e. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE VIII, SECTION 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

f. ANY ATTEMPT TO LIMIT THE CONSULTANT'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE CONSULTANT.

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

a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) and automobile liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury and property damage liability, per occurrence, including coverage for the following:

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

c. Professional liability insurance, including contractual liability, with limits of \$1,000,000, per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Each policy of insurance required in Article VIII, Section 2(b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as

evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

3. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees. CONSULTANT shall fully defend and indemnify the DISTRICT from any claims, damages or any liability arising from or related to CONSULTANT or its subcontractors' failure to comply with any applicable prevailing wage laws and requirements.

4. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

5. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

6. This AGREEMENT shall be governed by the laws of the State of California.

7. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE CONSULTANT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE

PARTS DESCRIBING THE CONSULTANT’S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

9. Time is of the essence with respect to all provisions of this AGREEMENT.

10. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney’s fees.

11. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof with the exception of those documents or provisions that are subject to the exclusions specifically set forth in this AGREEMENT.

12. In accordance with California Education Code Section 17604, this AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

13. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

14. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

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

**CONSULTANT:**

Verdantas Inc. \_\_\_\_\_

By: Jason Hertzberg  
Jason Hertzberg (Mar 6, 2025 17:27 PST)  
Title: AVP, Group Leader

**DISTRICT:**

Beaumont Unified School District

By: \_\_\_\_\_  
Carmen Ordonez, Director of Fiscal Services

**EXHIBIT “A”**

***(INSERT CONSULTANT’S PROPOSAL)***

February 28, 2025

Proposal No. 038.P000033574

Beaumont Unified School District  
Facilities Planning Department  
350 W Brookside Avenue  
Beaumont, California 92223

Attention: Ms. Ana Gonzalez  
Director of Facilities Planning

Subject: **Proposal for Geotechnical/Special Inspection and Materials Testing Services, Beaumont Unified School District Education Support Facilities Portables, 350 West Brookside Avenue, Beaumont, California 92223 DSA Application No. 04-123481**

In response to your request, Verdantas Inc. (formerly Leighton Consulting, Inc.) is pleased to present this proposal to provide geotechnical/special inspection and materials testing services during the construction of the proposed portable building addition project at the Beaumont Unified School District's Support Facilities located at 350 West Brookside Avenue in the City of Beaumont, California. This is a scope and fee proposal; our qualifications have been previously provided to the District; additional qualifications can be provided upon request.

Verdantas Inc. previously conducted a geotechnical investigation that included subsurface exploration, laboratory testing, engineering analysis, and provided geotechnical recommendations for design and construction in support of the proposed project.

**PROJECT DESCRIPTION**

Our understanding of this project is based on the provided documents:

- 1) PBK Architects, DSA Reviewed February 11, 2025, Project Plans, Beaumont Unified School District, Beaumont Education Support Facilities Portable Project, 350 Brookside Avenue, Beaumont, CA 92223, Sheets G0.00 through E1.03.
- 2) PBK Architects, January 27, 2025, Project Manual, Beaumont Education Support Facilities Portables, 350 Brookside Avenue Beaumont ,CA 92223, Volume 1 and 2, DSA Application #04-123481, 396 Sheets.
- 3) Division of the State Architect (DSA), November 12, 2024, 103-22: Listing of Structural Tests & Special Inspections, 2022 CBC, DSA Application No. 04-123481, 15 Sheets.
- 4) Leighton Consulting, Inc., April 30, 2024, Geotechnical Investigation, Proposed MOT Yard Expansion Project, Beaumont Unified School District’s Education Support Facility, 350 W. Brookside, Beaumont, California, Project No. 038.0000019968.
- 5) Leighton Consulting, Inc., January 21, 2025, Response to California Geological Survey Engineering Geology and Seismology Review Comments for Beaumont District Education Support Facility - New Relocatable Buildings, 350 West Brookside Avenue, Beaumont, California 92223, CGS Application No 04-CGS6609, Leighton No. 038.0000019968

An estimated construction budget of \$2,000,000 was reported on the DSA web page Project Status eTracker for DSA Application No. 04-123481. Generally, construction will include:

- **New Relocatable Buildings (Buildings “C1, C2, S1, S2, MPR, and R1”):** We understand that the proposed new Relocatable/Modular Buildings, which consist of one 12 ft by 40 ft building, four 24 ft by 40 ft buildings, and one 36ft by 40 ft building and will be supported on a concrete shallow foundation system. The modular classroom buildings are proposed to be constructed by Silver Creek at their Perris CA plant and transported and installed over the constructed foundation elements. Our geotechnical recommendations for the building pad overexcavation and recompaction is 3 feet below existing surface or 2 feet below bottom of proposed footings, whichever is deeper. Where possible, the removal bottoms should extend horizontally beyond the proposed structures a minimum of 3 feet from the outside edges of the footings (including columns connected to the buildings), or a distance equal to the depth of overexcavation below the footings, whichever is farther.
- **Site Improvements:** New asphalt and concrete flatwork improvements, new fencing installation, utility installation, and landscaping are planned as part of the proposed site improvements. Also planned is the regrading of the existing basin and installation of concrete headwalls that outlet at two locations within the existing basin.

A construction schedule was provided and prepared by Neff Construction Inc and dated January 16, 2025. We understand the project construction is set to begin on April 8, 2025 and continue until approximately September 2, 2025.

## **PROPOSED SCOPE OF WORK**

Our scope of services for this project will consist of special inspection services during construction as DSA Laboratory of Record (LEA #063). In addition, we will also provide as-needed materials (civil) engineering consultation services during construction. For planning purposes, we propose the following scope of work:

### **Fieldwork**

Site safety is the responsibility of the contractor. Therefore, we will notify your site representative whenever we are on site. We will provide our field representatives with conventional and customary personal protection for construction sites, including a hard hat, orange vest and eye protection, and they will wear hard-sole shoes. Please notify us if any additional personal protection is required specific to this site and project. Our field personnel will also be pre-screened with the California Department of Justice *Live Scan* program.

Upon completion of activities for the day, our field personnel will report to your on-site field representative. Our *Daily Field Reports* (DFRs) will be brought to the project superintendent or designated field representative (e.g., District's construction manager), for their confirmation of activities and hours worked each day; and for their signature on the DFR to document their confirmation and comprehension of what was reported.

Based on our understanding of the project as described in the previous section of this proposal, anticipated tasks for our scope of services will consist of the following:

- **Pre-Construction Meeting:** Our field operations manager will attend a pre-construction meeting with representatives of the contractors/sub-contractors and construction management to establish any site access restrictions, points of contact, protocol for scheduling our services, and distribution lists for test results.
- **Geotechnical Observation and Density Testing:** Our services will consist of geotechnical observation and testing during site preparation, excavation, and fill placement during earthwork and grading. We will provide continuous geotechnical observation and testing during site rough grading, building pad overexcavation and recompaction. We will also provide continuous and periodic geotechnical observation and testing during backfill placement, as fill thickness and the earthwork contractor's

schedule requires, during footing and utility trench backfills, concrete slab-on-grade and flatwork subgrade preparation, and retaining wall backfills. In addition, we will observe spread and continuous footing excavations to confirm that properly compacted fill soils are exposed, prior to additional fill or concrete placement.

We will also observe overexcavation operations and provide guidance on removal of unsuitable material within the identified, previously conducted, onsite fault evaluation trench limits. We understand lack of documentation and testing during backfill placement has deemed this material to possibly be uncertified fill and will require the removal and replacement within the project limits, specifically at the building footprint areas. Verdantas will work with the grading contractor to evaluate removals and document replacement of compacted fill within these areas.

- **Reinforcing Steel Source Sampling (Off-Site):** We will pick up representative reinforcing steel samples and “tag” source materials for site delivery identification. Sampled steel will be tested as listed on the DSA-103 for this project.
- **Fresh Concrete Sampling and Testing:** Site concrete sampling is included in our scope (compressive strength greater than 2,500 psi). We will provide a technician that has been certified by the American Concrete Institute (ACI) as a technician for sampling concrete. Our field technicians will sample fresh concrete, perform slump tests (ASTM C143) and (if requested) air content tests (ASTM C173 or C231) when requested by the DSA project inspector. Air content tests will only be performed if specifically requested. We will mold at least one set of concrete compression test cylinders for each 50 cubic yards of concrete, or at least one set of cylinders each day concrete is placed. We will also provide an ACI technician during concrete batch plant operations. Our batch plant visits will consist of checking batch weights and proportions.
- **Post-Installed Anchors/Epoxy Dowels:** We will provide a special inspector that has been certified by ICC to observe installation of adhesive anchors and/or dowels. Our special inspector will view installation of these anchors in accordance with ICC/ESR requirements, specific to anchors used. Our special inspector will also evaluate drill bit compliance, hole depth and cleanliness, rod diameter, length of embedment, ambient temperature, material condition, product description and name, and adhesive shelf-life and condition of packaging. If required, we can also provide pull/torque and/or proof testing of post-installed anchors.
- **Structural Steel:** We will provide an American Welding Society (AWS) Certified Welding Inspector (CWI) with ICC structural steel and bolting to verify and inspect steel during shop fabrication and construction in the field. Their work will consist of periodic and/or continuous inspection of:

- ▶ Material identification.
- ▶ Steel frame joint details for conformance with approved structural plans.
- ▶ High-strength bolting connection (including Skidmore-Wilhelm bolt tension verification testing).
- ▶ Welded connection of structural steel and cold-formed steel deck, and reinforcing steel, if required.

Our CWI will also tabulate/record inspected welds, including listing defective welds and documenting correction of defects. Our CWI will also check weld filler materials, equipment, welding procedure specifications, and ability of the welder, as necessary. Our inspector may use non-destructive testing such as magnetic particle, ultrasonic or any other aid in addition to visual inspection that they may deem necessary to assure the adequacy of the welding per approved structural plans and job specifications.

**Laboratory Testing**

Geotechnical and materials laboratory testing will be performed at our in-house DSA-LEA laboratory.

- **Geotechnical Laboratory Testing:** We will perform geotechnical laboratory testing of on-site soils for laboratory maximum dry density and optimum moisture content (“compaction curves”) in accordance with ASTM D1557, and corresponding grain size distribution (ASTM D6913) to match these soils with the appropriate compaction curve. Additional geotechnical laboratory testing may also possibly be performed.
- **Reinforcing Steel:** Tensile and bend tests will be performed on concrete reinforcing steel (rebar) in accordance with ASTM A370, and A615 or A706.
- **Concrete:** Concrete laboratory curing and compressive strength testing of field-molded concrete test cylinders will be performed in general accordance with ASTM C31 and C39, respectively. For each concrete cylinder set, we assume that breaks will be requested at 7 and 28 days, with a fourth “hold” cylinder to be held for testing only if anomalous results occur. Verbal and/or e-mail reports will be provided for 7-day breaks. We will provide a final one-page report summarizing compressive strength tests results for a given set of cylinders (three cylinders, plus one hold) after the 28-day breaks are completed.

**Office Support, Management, Quality Review and Reporting**

We will provide professional services including technical/cost management and reporting as follows:



number of our site visits and/or hours requested are less than assumed, then our fees would be less than estimated. Conversely, if there are numerous failed tests, severe wet weather, extensive standby and/or unnecessary site visits, this budget estimate may be insufficient to complete the project, and we will notify you that our budget needs to be augmented. Observation and testing not referenced in our estimated budget will be charged on a time-and-expense basis in accordance with our attached fee schedule.

Changes to the construction schedule can provide a basis for us to update our fee estimate. Changes to the plans and specifications could impact our scope and fee. Assumptions have been made in quantities and hours for estimating our costs. These assumptions are listed below:

- **No Overtime:** Our estimate does not include overtime charges. Overtime work (over 8 hours per day, weekends or holidays) will be billed in accordance with the attached *Amended Professional Fee Schedule*, which may exceed our currently estimated budget.
- **Prevailing Wage:** We assume this project is governed by California prevailing wage requirements.
- **Safe/Timely Access:** We assume the site will be readily and safely accessible without delay to our staff and field testing equipment during construction, with free parking. We assume safe observation and testing locations, and access ladders, will be provided by the construction contractor or others.
- **No Professional Consultation Budgeted:** Our estimate does not include costs for design consultation, plan reviews, third-party review, wet weather mitigation and/or response to comments of any regulatory agency, though we can provide these services as needed.
- **Invoicing:** We assume that our standard invoice and breakdown of fees will be acceptable for payment. A typical copy can be provided upon request.
- **Relying on Provided Construction Design Documents:** We rely on others to provide and make us aware of approved plans and specifications modifications and updates. Changes to project drawings and specifications and updates to the construction schedule may affect our scope and budget.

### **Terms and Conditions**

Since this is a California public works project, we will need a **DIR Project ID** from you (the “awarding body”) before we begin any prevailing wage work on site; see:

<https://www.dir.ca.gov/Public-Works/Awarding-Bodies.html>

<https://www.dir.ca.gov/pwc100ext/ExternalLookup.aspx>

We have not included budget to staff your project with an apprentice. Although possible under California prevailing wage law, based on our experience, we do not anticipate an apprentice will be dispatched for training on this project. If we are required to provide training for an apprentice on your project, then additional fees would be required to cover that additional labor expense, beyond what we currently propose.

If this proposal is acceptable, please provide us with an agreement for these services.

**CLOSING**

We appreciate the opportunity to be of continued service to Beaumont Unified School District. If you have any questions or information that would update our scope of work, please contact us at your convenience. The undersigned can be reached at (909) 484-2205, directly at the phone extension and e-mail address listed below.

Respectfully submitted,

VERDANTAS INC.



Jose Tapia, PE 91630  
 Senior Project Engineer  
 Extension 8786, [jtapia@verdantas.com](mailto:jtapia@verdantas.com)

Attachments: Table 1 - Breakdown of Estimated Fees  
 Amended Professional Fee Schedule

Distribution: Addressee (PDF via e-mail)

**Verdantas Inc.**

**Table 1 Estimated Fees**

Beaumont USD Education Support Facilities Portables GMTI  
Geotechnical/Materials Observation and Testing

2/28/2025  
Proposal # 038.P000033574

TASK DESCRIPTION	RATE	UNITS	COST
<b>Pre-Construction Meeting/Project Review</b>			
Senior Project Engineer	\$235.00 / hour	1	\$235.00
Operations Manager	\$195.00 / hour	2	\$390.00
<b>SUBTOTAL</b>			<b>\$625.00</b>
<b>Non-Prevailing Wage Special Inspection</b>			
Special Inspector	Welding (Shop)	\$105.00 / hour	20
Special Inspector	Batch Plant	\$105.00 / hour	16
Special Inspector	Material ID, Tag & Sample	\$105.00 / hour	4
<b>SUBTOTAL</b>			<b>\$4,200.00</b>
<b>Prevailing Wage Onsite Inspections</b>			
	<b>Sub Heading</b>		
Field Soils/Material Tester (Prevailing Wage)	Fresh Concrete Sampling and Field Testing	\$155.00 / hour	60
Special Inspector (Prevailing Wage)	Post-Installed Anchor & Bolting	\$165.00 / hour	20
Special Inspector (Prevailing Wage)	Welding (Field)	\$165.00 / hour	40
Non Destructive Testing (Prevailing Wage)	NDT	\$168.00 / hour	12
Field Soils/Material Tester (Prevailing Wage)	Soils Observation and Testing - Rough Grade	\$155.00 / hour	80
Field Soils/Material Tester (Prevailing Wage)	Soils Observation and Testing - Post Grade	\$155.00 / hour	110
Vehicle Usage	Soils Technician	\$16.000 / hour	190
<b>SUBTOTAL</b>			<b>\$53,706.00</b>
<b>Laboratory Testing</b>			
Particle size - Sieve only 1½ inch to #200, (ASTM D6913/CTM 202)	\$155.00 / each	1	\$155.00
Sand Equivalent (SE, ASTM D2419/CTM 217)	\$115.00 / each	1	\$115.00
Modified Proctor compaction 6 inch mold (Method C ASTM D1557)	\$265.00 / each	1	\$265.00
Rebar tensile test, ≤ up to No. 11 (ASTM A370)	\$70.00 / each	6	\$420.00
Rebar bend test, up to No. 11 (ASTM A370)	\$70.00 / each	6	\$420.00
Pick-up & delivery – (weekdays, per trip, <50 miles from Leighton office)	\$110.00 / each	10	\$1,100.00
Concrete cylinders compression (ASTM C39 6" x 12") (4" x 8")	\$40.00 / each	44	\$1,760.00
<b>SUBTOTAL</b>			<b>\$4,235.00</b>
<b>Project Administration and Management</b>			
Associate	\$255.00 / hour	4	\$1,020.00
Senior Project Engineer	\$235.00 / hour	8	\$1,880.00
Senior Staff Engineer	\$180.00 / hour	10	\$1,800.00
Project Administrator/Word Processor	\$90.00 / hour	5	\$450.00
Operations Manager	\$195.00 / hour	5	\$975.00
GIS Specialist	\$155.00 / hour	3	\$465.00
Dispatcher	\$90.00 / hour	6	\$540.00
<b>SUBTOTAL</b>			<b>\$7,130.00</b>
<b>TOTAL ESTIMATED COST</b>			<b>\$69,896.00</b>

## LABOR RATES

CLASSIFICATION	\$/HR	CLASSIFICATION	\$/HR
Technician I.....	95	Project Administrator/Word Processor/Dispatcher .....	90
Technician II / Special Inspector.....	105	Information Specialist.....	130
Senior Technician / Senior Special Inspector .....	120	CAD Operator.....	155
Prevailing Wage (field soils / materials tester) * .....	155	GIS Specialist.....	155
Prevailing Wage (Special Inspector) * .....	165	GIS Analyst .....	180
Prevailing Wage (On site Source Inspector, NDT and soil remediation O&M)* .....	168	Staff Engineer / Geologist / Scientist.....	170
System Operation & Maintenance (O&M) Specialist.....	165	Senior Staff Engineer / Geologist / Scientist / ASMR.....	180
Non Destructive Testing (NDT).....	168	Operations / Laboratory Manager .....	195
Deputy Inspector.....	130	Project Engineer / Geologist / Scientist.....	215
Field / Laboratory Supervisor.....	165	Senior Project Engineer / Geologist / Scientist / SMR.....	235
Source Inspector .....	155	Associate.....	255
City of Los Angeles Deputy Building (including Grading) Inspector .....	175	Principal.....	295
		Senior Principal.....	335

\* See Prevailing Wages in Terms and Conditions

## GEOTECHNICAL LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
<b>CLASSIFICATION &amp; INDEX PROPERTIES</b>		<b>COMPACTION &amp; PAVEMENT SUBGRADE TESTS</b>	
Photograph of sample.....	15	Standard Proctor compaction, 4 points (ASTM D698)	
Moisture content (ASTM D2216) .....	25	- 4 inch diameter mold (Methods A & B).....	170
Moisture & density (ASTM D2937) ring samples.....	37	- 6 inch diameter mold (Method C).....	230
Moisture & density (ASTM D2937) Shelby tube or cutting .....	45	Modified Proctor compaction 4 points (ASTM D1557):	
Atterberg limits 3 points (ASTM D4318):.....	160	- 4 inch diameter mold Methods A & B .....	235
- Single point, non-plastic.....	90	- 6 inch diameter mold Method C .....	265
- Atterberg limits (organic ASTM D2487 / D4318) .....	195	Check point (per point) .....	70
- Visual classification as non-plastic (ASTM D2488).....	15	Relative compaction of untreated/treated soils/aggregates (CTM 216)	270
Particle size:.....		Relative density 0.1 ft mold (ASTM D4253, D4254) .....	250
- Sieve only 1½ inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	155	California Bearing Ratio (ASTM D1883)	
- Large sieve 6 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	195	- 3 point.....	535
- Hydrometer only (ASTM D7928) .....	120	- 1 point.....	200
- Sieve + hydrometer ≤3 inch sieve, (ASTM D7928) .....	200	R-Value untreated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301) .....	335
- Percent passing #200 sieve, wash only (ASTM D1140) .....	75	R-Value lime or cement treated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301) .....	365
Specific gravity and absorption of fine aggregate (AASHTO T84/ASTM C128/ASTM D854/CTM 207) .....	140		
Specific gravity and absorption of coarse aggregate (AASHTO T85/ASTM C127/CTM 206) .....	110	<b>SOIL CHEMISTRY &amp; CORROSION</b>	
- Total porosity - on Shelby tube sample (calculated).....	180	pH Method A (ASTM D4972 or CTM 643) .....	50
- Total porosity - on other sample (calculated).....	165	Electrical resistivity – single point – as received moisture .....	50
Shrinkage limits wax method (ASTM D4943) .....	135	Minimum resistivity 3 moisture content points (ASTM G187/CTM 643).....	95
Pinhole dispersion (ASTM D4647).....	225	pH + minimum resistivity (CTM 643).....	140
Dispersive characteristics (double hydrometer ASTM D4221) .....	215	Sulfate content - gravimetric (CTM 417 B Part 2) .....	75
As-received moisture & density (chunk/carved samples) .....	65	Sulfate content - by ion chromatograph (CTM 417 Part 2) .....	85
Sand Equivalent (AASHTO T176/ASTM D2419/CTM 217) .....	115	Sulfate screen (Hach®) .....	35
		Chloride content (AASHTO T291/CTM 422) .....	75
<b>SHEAR STRENGTH</b>		Chloride content – by ion chromatograph (AASHTO T291/CTM 422) .....	85
Pocket penetrometer .....	20	Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643).....	285
Direct shear (ASTM D3080, mod., 3 points):		Organic matter content (ASTM D2974).....	70
Consolidated undrained - 0.05 inch/min (CU) .....	320		
Consolidated drained - <0.05 inch/min (CD).....	385	<b>CONSOLIDATION &amp; EXPANSION/SWELL TESTS</b>	
Residual shear EM 1110-2-1906-IXA (price per each additional pass after shear).....	55	Consolidation (ASTM D2435): .....	210
Remolding or hand trimming of specimens (3 points).....	95	Each additional time curve.....	50
Oriented or block hand trimming (per hour).....	70	Each additional load/unload w/o time reading .....	45
Single point shear .....	115	Expansion Index (ASTM D4829) .....	140
Torsional shear (ASTM D6467 / ASTM D7608).....	880	Single load swell/collapse - Method B (ASTM D4546-B, seat, load & inundate only).....	115
		Swell collapse Method A up to 10 load/unloads w/o time curves (ASTM D4546-A) .....	310

METHOD	\$/TEST
<b>TRIAXIAL TESTS</b>	
Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D2166) .....	145
Unconsolidated undrained triaxial compression test on cohesive soils (UU, ASTM D2850, USACE Q test, per confining stress).....	185
Consolidated undrained triaxial compression test for cohesive soils, (CU, ASTM D4767, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress) .....	400
Consolidated drained triaxial compression test (CD, USACE S), with volume change measurement. Price per soil type below EM 1110-2-1906(X):	
Sand or silty sand soils (per confining stress).....	400
Silt or clayey sand soils (per confining stress) .....	535
Clay soils (per confining stress) .....	755
Three-stage triaxial (sand or silty sand soils).....	700
Three-stage triaxial (silt or clayey sand soils).....	935
Three-stage triaxial (clay soils) .....	1,320
Remolding of test specimens .....	70

METHOD	\$/TEST
<b>HYDRAULIC CONDUCTIVITY TESTS</b>	
Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D5084, falling head Method C): .....	335
Each additional effective stress.....	130
Hand trimming of soil samples for horizontal K.....	65
Remolding of test specimens .....	70
Permeability of granular soils (ASTM D2434) .....	145
Soil suction (filter paper method, ASTM D5298) .....	430
<b>SOIL-CEMENT</b>	
Moisture-density curve for soil-cement mixtures (ASTM D558) .....	260
Wet-dry durability of soil-cement mixtures (ASTM D559) <sup>1</sup> .....	1,290
Compressive strength of molded soil-cement cylinder (ASTM D1633) <sup>1</sup> ..	65
Soil-cement remolded specimen (for shear strength, consolidation, etc.) <sup>1</sup> .....	250
<sup>1</sup> Compaction (ASTM D558 maximum density) should also be performed – not included in above price	

## CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD	\$/TEST
<b>CONCRETE STRENGTH CHARACTERISTICS</b>	
Concrete cylinders compression (ASTM C39) (6" x 12" and 4" x 8") .....	40
Compression, concrete or masonry cores (testing only) ≤6 inch (ASTM C42).....	45
Trimming concrete cores (per core) .....	25
Flexural strength of concrete (simple beam-3rd pt. loading, ASTM C78/CTM 523).....	90
Flexural strength of concrete (simple beam-center pt. loading, ASTM C293/CTM 523).....	90
Non shrink grout cubes (2 inch, ASTM C109/C1107).....	30
Drying shrinkage - four readings, up to 90 days, 3 bars (ASTM C157) ....	430
Length of concrete cores (CTM 531) .....	45
<b>HOT MIX ASPHALT (HMA)</b>	
Resistance of compacted HMA to moisture-induced damage (AASHTO T283/CTM 371) .....	2,250
Hamburg Wheel, 4 briquettes (modified) (AASHTO T324) .....	965
Superpave gyratory compaction (AASHTO T312/ASTM D6925) .....	375
Extraction by ignition oven, percent asphalt (AASHTO T308/ASTM D6307/CTM 382) .....	160
Ignition oven correction/correlation values (AASHTO T308/ASTM D6307/CTM 382) .....	1,445
Extraction by centrifuge, percent asphalt (ASTM D2172) .....	160
Gradation of extracted aggregate (AASHTO T30/ASTM D5444/CTM 202).....	145
Stabilometer, S-Value (ASTM D1560/CTM 366) .....	285
Bituminous mixture preparation (AASHTO R30/CTM 304) .....	85
Moisture content of HMA (AASHTO T329/ASTM D6037/CTM 370) .....	65
Bulk specific gravity of compacted HMA, molded specimen or cores, uncoated (AASHTO T166/ASTM D2726/CTM 308).....	55
Bulk specific gravity of compacted HMA, molded specimen or cores, paraffin-coated (AASHTO T275/ASTM D1188/CTM 308).....	60
Maximum density - Hveem (CTM 308).....	215
Theoretical maximum density and specific gravity of HMA (AASHTO T209/ASTM D2041/CTM 309).....	140
Thickness or height of compacted bituminous paving mixture specimens (ASTM D3549).....	45
Wet track abrasion of slurry seal (ASTM D3910) .....	160
Rubberized asphalt (add to above rates) .....	+25%
<b>BRICK</b>	
Compression - cost for each, 5 required (ASTM C67).....	55
Absorption - cost for each, 5 required (ASTM C67) .....	55

METHOD	\$/TEST
<b>AGGREGATE PROPERTIES</b>	
Bulk density and voids in aggregates (AASHTO T19/ASTM C29/ CTM 212).....	55
Organic impurities in fine aggregate sand (AASHTO T21/ASTM C40/CTM 213) .....	65
LA Rattler-smaller coarse aggregate <1.5" (AASHTO T96/ASTM C131/CTM 211).....	215
LA Rattler-larger coarse aggregate 1-3" (AASHTO T96/ASTM C535/CTM 211) .....	270
Apparent specific gravity of fine aggregate (AASHTO T84/ASTM C128/CTM 208).....	140
Specific gravity and absorption of coarse aggregate (ASTM C127/CTM 206) >#4 retained.....	110
Clay lumps, friable particles (AASHTO T112/ASTM C142).....	190
Durability Index (AASHTO T210/ASTM D3744/CTM 229) .....	215
Moisture content of aggregates by oven drying (AASHTO T255/ASTM C566/CTM 226) .....	45
Uncompacted void content of fine aggregate (AASHTO T304/ ASTM C1252/ CTM 234) .....	140
Percent of crushed particles (AASHTO T335/ASTM D5821/CTM 205).....	145
Flat & elongated particles in coarse aggregate (ASTM D4791/CTM 235).....	230
Cleanness value of coarse aggregate (CTM 227) .....	225
Soundness, magnesium (AASHTO T104/ASTM C88/CTM 214) .....	240
Soundness, sodium (AASHTO T104/ASTM C88/CTM 214).....	695
<b>MASONRY</b>	
Mortar cylinders 2" x 4" (ASTM C780) .....	35
Grout prisms 3" x 6" (ASTM C1019).....	35
Masonry cores compression, ≤6" diameter - testing only (ASTM C42).....	45
Masonry core shear testing (Title 24) .....	85
Veneer bond strength, cost for each - 5 required (ASTM C482) .....	60
CMU compression to size 8" x 8" x 16" - 3 required (ASTM C140).....	60
CMU moisture content, absorption & unit weight - 6 required (ASTM C140) .....	55
CMU linear drying shrinkage (ASTM C426).....	190
CMU grouted prisms compression test ≤8" x 8" x 16" (ASTM C1314).....	215
CMU grouted prisms compression test > 8" x 8" x 16"(ASTM C1314).....	270
<b>BEARING PADS/PLATES AND JOINT SEAL</b>	
Elastomeric bearing pads (Caltrans SS 51-3) .....	1,060
Elastomeric bearing pad with hardness and compression tests (Caltrans SS 51-3) .....	1,315
Type A Joint Seals (Caltrans SS 51-2) .....	1,735

METHOD	\$/TEST
Type B Joint Seals (Caltrans SS 51-2) .....	1,640
Bearing plates (A536) .....	770

### REINFORCING STEEL AND PRESTRESSING STRANDS

Rebar tensile test, ≤ up to No. 11 (ASTM A370).....	70
Rebar tensile test, ≥ No. 14 & over (ASTM A370).....	215
Rebar bend test, up to No. 11 (ASTM A370).....	70
Rebar bend test, ≥ No. 14 & over (ASTM A370) .....	215
Resistance butt-welded hoops/bars, tensile test, ≤ up to No. 10 (CTM 670) .....	70
Resistance butt-welded hoops/bars, tensile test, ≥ No. 11 & over (CTM 670).....	90
Mechanical rebar splice, tensile test, ≤ up to No. 11 (CTM 670) .....	70
Mechanical rebar splice, slip test, ≤ up to No. 11 (CTM 670).....	45
Mechanical rebar splice, tensile test, ≥ No. 14 & over (CTM 670) .....	215
Mechanical rebar splice, slip test, ≥ No. 14 & over (CTM 670).....	215
Headed rebar splice, tensile test, ≤ up to No. 11 (CTM 670) .....	70
Headed rebar splice, tensile test, ≥ No. 14 & over (CTM 670) .....	215
Epoxy coated rebar/dowel film thickness (coating) test (ASTM A775/A934) .....	50
Epoxy coated rebar/dowel continuity (Holiday) test (ASTM A775/A934) .....	70
Epoxy coated rebar flexibility/bend test, up to No. 11 (ASTM A775/A934) .....	50
Prestressing wire, tension (ASTM A416) .....	190
Sample preparation (cutting) .....	55

METHOD	\$/TEST
<b>STREET LIGHTS/SIGNALS</b>	
LED Luminaires / Signal Modules / Countdown Pedestrian Signal Face Modules (Caltrans RSS 86) .....	1,390

### SPRAY APPLIED FIREPROOFING

Unit weight (density, ASTM E605).....	65
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### FASTENERS / BOLTS / RODS

F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370).....	70
F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370) .....	80
A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370) .....	70
A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370).....	80
A593 Bolts, tensile test, ≤ up to 1-1/4" diameter, stainless steel (ASTM A370) .....	70
F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370) ...	110
F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370).....	130

### SAMPLE TRANSPORT

Pick-up and delivery (weekdays, per trip, <50 mile radius from our office).....	110
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## EQUIPMENT LIST

ITEM	\$ UNIT
1/4 inch Grab plates .....	5 each
1/4 inch Tubing (bonded) .....	0.60 foot
1/4 inch Tubing (single).....	0.40 foot
3/8 inch Tubing, clear vinyl .....	0.60 foot
4-Gas meter (RKI Eagle or similar)/GEM 2000 .....	140 day
Air flow meter and purge pump (200 cc/min) .....	55 day
Box of 24 soil drive-sample rings.....	130 box
Brass sample tubes .....	11 each
Caution tape (1000-foot roll) .....	22 each
Combination lock or padlock .....	15 each
Compressed air tank and regulator.....	55 day
Concrete coring machine (≤6-inch-dia).....	160 day
Consumables (gloves, rope, soap, tape, etc.) .....	40 day
Core sample boxes .....	30 each
Crack monitor Two-Dimensional.....	30 each
Crack monitor Three-Dimensional .....	40 each
Cutoff saws, reciprocating, electric (Sawzall®) .....	80 day
D-Meter Walking Floor Profiler .....	110 day
Disposable bailers .....	25 each
Disposable bladders .....	20 each
Dissolved oxygen meter .....	50 day
DOT 55-gallon containment drum with lid .....	85 drum
Double-ring infiltrometer.....	135 day
Dual-stage interface probe .....	85 day
Dynamic Cone Penetrometer .....	430 day
Generator, portable gasoline fueled, 3,500 watts.....	90 day
Global Positioning System/Laser Range Finder.....	80 day
Hand auger set .....	90 day
HDPE safety fence (≤100 feet) .....	40 roll
Horiba U-51 water quality meter.....	135 day
Light tower (towable vertical mast) .....	150 day
Magnehelic gauge .....	15 day
Manometer .....	25 day
Mileage (will adjust with IRS published rate) .....	0.67 mile

ITEM	\$ UNIT
Moisture test kit (excludes labor to perform test, ASTM E1907) .....	65 test
Nuclear moisture and density gauge .....	88 day
Electrical moisture and density gauge .....	88 Day
Pachometer .....	50 day
Particulate Monitor .....	135 day
pH/Conductivity/Temperature meter .....	60 day
Photo-Ionization Detector (PID) .....	130 day
Pump, Typhoon 2 or 4 stage .....	55 day
QED bladder pump w/QED control box.....	175 day
Quire fee – Phase I only.....	250 each
Resistivity field meter and pins .....	200 day
Slip / threaded cap, 2-inch or 4-inch diameter, PVC Schedule 40... ..	20 each
Slope inclinometer.....	250 day
Soil sampling T-handle (Encore).....	10 day
Soil sampling tripod.....	40 day
Speedy (R) moisture tester .....	10 day
Stainless steel bailer.....	60 day
Submersible pump with controller .....	180 day
Submersible pump/transfer pump, 10-25 gpm .....	65 day
Support service truck usage (well installation, etc.) .....	250 day
Survey/fence stakes .....	10 each
Tedlar® bags .....	25 each
Traffic cones (≤25)/barricades (single lane) .....	55 day
Turbidity meter .....	80 day
Tyvek® suit (each).....	25 each
Vapor sampling box.....	65 day
Vehicle usage (carrying equipment).....	16 hour
VelociCalc .....	40 day
Visqueen (20 x 100 feet) .....	130 roll
Water level indicator (electronic well sounder) <300 feet deep well.....	100 day
ZIPLEVEL®.....	40 day

Other specialized geotechnical and environmental testing and monitoring equipment are available, and priced per site

## TERMS AND CONDITIONS

- ▶ **Expiration:** This fee schedule is effective through December 31, 2025 after which non-prevailing wage rates for remaining or additional services will increase by 4% on January 1st of each year.
- ▶ **Proposal Expiration:** Proposals are valid for at least 30 days, subject to change after 30 days; unless otherwise stated in an attached proposal.
- ▶ **Prevailing Wages:** Our fees for prevailing wage work are based upon California prevailing wage laws and wage determinations. Unless specifically indicated in our proposal, costs for apprentice are not included. If we are required to have an apprentice on your project, additional fees will be charged. Prevailing wage rates will increase by \$8 on July 1st of each year.
- ▶ **Overtime:** Standard overtime rate is per California Labor Law and is billed at 1.5 or 2 times their hourly billing rate. Overtime rate for non-exempt field personnel working on a Verdantas observed holiday is billed at 2 times their hourly billing rate. Overtime rate for Prevailing wage work is per the California Department of Industrial Relations (DIR) determination and is multiplied at 1.5 to 2 times their hourly billing rate for overtime and double-time, respectively.
- ▶ **Expert Witness Time:** Expert witness deposition and testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
- ▶ **Minimum Field Hourly Charges:** For Field Technicians, Special Inspectors or any on-site (field) materials testing services:
  - ▶ **4 hours:** 4-hour minimum charge up to the first four hours of work.
  - ▶ **8 hours:** 8-hour minimum charge for over four hours of work, up to eight hours.
- ▶ **Project time accrued includes portal to portal travel time.**
- ▶ **Insurance & Limitation of Liability:** These rates are predicated on standard insurance coverage and a limit of Verdantas' liability equal to our total fees for a given project.
- ▶ **Outside Direct Costs:** Heavy equipment, subcontractor fees and expenses, project-specific permits and/or licenses, project-specific supplemental insurance, travel, subsistence, project-specific parking charges, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 20%, unless billed directly to and paid by client.
- ▶ **Invoicing:** Invoices are rendered monthly, payable upon receipt in United States dollars. A service charge of 1½-percent per month will be charged for late payment.
- ▶ **Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities and hazardous materials on the project site, prior to fieldwork, and agrees to reimburse Verdantas for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe and legal access to the project site for all Verdantas field personnel.
- ▶ **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months following completion of assigned tests, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of \$15 per bag and \$6 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in California. There may be additional cost for handling imported samples.
- ▶ **Construction Material Samples:** After all designated breaks for a given sample set meet specified compressive at design age or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. Unless specifically requested otherwise, all other construction materials will be disposed of after completion of testing and reporting.



# CONSULTANT SERVICES AGREEMENT

(SPECIAL INSPECTION AND/OR TESTING SERVICES)  
(BEFORE RELEASE OF CONTRACT TO CONSULTANT, PRIOR APPROVAL BY DEPARTMENT ADMINISTRATION)

This AGREEMENT is made and entered into this 26 day of March in the year 2025 (“EFFECTIVE DATE”), by and between the BEAUMONT UNIFIED SCHOOL DISTRICT, hereinafter referred to as (the “DISTRICT”), and Verdantas Inc., hereinafter referred to as “CONSULTANT”. The DISTRICT and the CONSULTANT are sometimes referred to herein singularly as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

**WHEREAS**, the DISTRICT requires specialized inspection and/or testing services for Palm Innovation Academy Kitchen Building, located within the DISTRICT (hereinafter referred to as the “PROJECT”);

**WHEREAS**, CONSULTANT shall at all times be qualified and approved by the Division of the State Architect (“DSA”) and shall at all times maintain proper qualifications, to perform the duties of and act as a testing laboratory and/or special inspector on school building construction projects and to perform the services required by this AGREEMENT; and

**WHEREAS**, CONSULTANT has indicated its willingness and commitment to provide its specialized testing and inspection services to the DISTRICT on the terms hereinafter set forth in this AGREEMENT.

**NOW, THEREFORE**, the PARTIES hereto agree as follows:

## **ARTICLE I** **SCOPE AND SERVICES TO BE PROVIDED BY CONSULTANT**

1. Services to be Provided by the CONSULTANT. The CONSULTANT shall provide to the DISTRICT on the terms set forth herein all the special inspection and/or testing services necessary to complete the PROJECT as required by the DSA approved Construction Documents and this AGREEMENT. The CONSULTANT’s basic services shall include those services set forth in this AGREEMENT as well as those services articulated in the CONSULTANT’s proposal which shall be attached hereto and incorporated herein as EXHIBIT “A” (the CONSULTANT’s “PROPOSAL”). In the event of a discrepancy, inconsistency, conflict or other difference between the terms of the CONSULTANT’s PROPOSAL with this AGREEMENT, the PARTIES agree that the terms of this AGREEMENT shall govern and be controlling.

2. CONSULTANT’s Certifications, Representations and Warranties. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity

of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT's engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform, for the benefit of the DISTRICT, such services as are called for hereunder.

b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

c. If applicable, CONSULTANT shall be properly registered with the Department of Industrial Relations and qualified to perform public works in accordance with Labor Code sections 1725.5 and 1771.1 at all times during the term of this AGREEMENT.

## **ARTICLE II**

### **CONSULTANT'S SERVICES AND RESPONSIBILITIES**

1. The CONSULTANT shall perform all special inspections and testing services in conformance with the PROJECT's DSA approved Construction Documents, applicable codes and code references. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

2. The CONSULTANT shall obtain a copy of the Construction Documents that were approved by the DSA for the completion of the PROJECT including, but not limited to, the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103), from the Design Professional in General Responsible Charge of the PROJECT (the "Architect/Engineer") prior to the commencement of construction on the PROJECT and shall maintain a copy of the approved DSA 103 form in the CONSULTANT's Project File for the duration of the PROJECT. The CONSULTANT shall thoroughly review and evaluate the approved DSA 103 for the PROJECT and be familiar with the required testing and special inspections program required by the DSA approved Construction Documents.

3. The CONSULTANT shall meet with the Project Inspector, the Architect/Engineer, Structural Engineer and the DISTRICT as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the special inspection and testing program required by the DSA approved Construction Documents for the PROJECT and this AGREEMENT.

4. The CONSULTANT shall prepare and submit an Interim Verified Report to the DSA, and provide a copy of such report to the Project Inspector for each of the applicable sections of the Project Inspection Cards (Form DSA 152), that are required for the completion of the

PROJECT, when such sections require special inspections and/or testing prior to the Project Inspector's approval and sign off. The applicable sections of the Project Inspection Cards are as follows:

- (a) Initial Site Work and Foundations Preparation;
- (b) Vertical and Horizontal Framing;
- (c) Appurtenances;
- (d) Finish Site Work and Other Work;
- (e) Final

5. The CONSULTANT shall submit a signed Verified Report to the DSA, and provide a copy of such report to the Project Inspector, the Architect/Engineer, the Structural Engineer and the DISTRICT upon any of the following events:

- a. Within fourteen (14) days of the completion of the CONSULTANT's special inspection and/or testing work;
- b. When work on the PROJECT is suspended for a period of more than one (1) month;
- c. When the services of the CONSULTANT are terminated for any reason prior to the completion of the PROJECT; and/or
- d. In the event the DSA requests a Verified Report.

6. If CONSULTANT's work involves the in-plant inspection of relocatable buildings that are being manufactured for placement on the PROJECT site, CONSULTANT shall obtain the Project Inspection Cards from the DSA or the Architect/Engineer, as applicable, that are needed for the in-plant inspection of such relocatable building(s). The CONSULTANT shall complete the Project Inspection Cards during the in-plant completion of the relocatable building(s) as required by Title 24, the DSA 152 Manual, PR 13-01 and this AGREEMENT. The Consultant must provide the original Project Inspection Cards that are used for the in-plant inspection of the PROJECT's relocatable buildings to the Project Inspector at the time such relocatable buildings are delivered to the PROJECT site.

7. The CONSULTANT shall work under the technical direction and supervision of the Project Inspector or the Architect/Engineer as applicable. The CONSULTANT shall keep the Project Inspector, the Architect/Engineer, the Structural Engineer and the DISTRICT informed of all special inspections, testing and/or PROJECT related activities being performed by the CONSULTANT in order to ensure that all testing and special inspections required for the completion of the PROJECT are performed timely and satisfactorily. The CONSULTANT shall keep the Project Inspector, Architect/Engineer, Structural Engineer and the DISTRICT thoroughly informed as to the progress of the work by submitting detailed daily reports, in writing, to the Project Inspector which outline the work inspected and/or tested. The CONSULTANT shall submit the detailed daily reports to the Project Inspector on the same day the inspections, testing and/or PROJECT related activities are performed and shall provide the Architect/Engineer, Structural Engineer and the DISTRICT with a copy of such reports. The CONSULTANT shall

also submit daily special inspection reports in a timely manner to the Project Inspector so as not to delay the PROJECT. However, in no event shall the CONSULTANT submit a special inspection report to the Project Inspector later than fourteen (14) days from the date the special inspections are performed. The CONSULTANT shall provide a copy of each daily special inspection report to the Architect/Engineer, Structural Engineer and the DISTRICT on the day the original report is submitted to the Project Inspector.

8. In the event the CONSULTANT identifies construction and/or material deviations from the DSA approved Construction Documents in connection with the work being completed on the PROJECT, the CONSULTANT shall immediately issue a written report of such deviations to the DSA. The CONSULTANT shall provide a copy of each report to the Project Inspector, Architect/Engineer, Structural Engineer and the DISTRICT on the day the original report is submitted to the DSA.

9. If applicable, the CONSULTANT and any subcontractors (of any tier) performing work pursuant to this AGREEMENT must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of this AGREEMENT. CONSULTANT shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of this AGREEMENT and in no event shall CONSULTANT be granted increased payment from the DISTRICT a result of CONSULTANT's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this AGREEMENT and grounds for termination for cause. If applicable, the CONSULTANT and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the DISTRICT or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

### **ARTICLE III** **TERMINATION**

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONSULTANT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services

actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings, reports and/or other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to the CONSULTANT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article III, Section 4 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services.

5. In the event the CONSULTANT is terminated, with or without cause, the CONSULTANT shall personally provide all the original Project Inspection Cards prepared or obtained by the CONSULTANT in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the DISTRICT. All original Project Inspection Cards must be provided to the DSA assuming inspector or the DSA, as applicable, within 48 hours of the effective date of the CONSULTANT's termination. Under no circumstances shall the CONSULTANT withhold any original Project Inspection Cards related to the PROJECT upon the CONSULTANT's termination. The CONSULTANT shall be responsible for any delays on the PROJECT that arise out of the CONSULTANT's failure to provide the original Project Inspection Cards to the assuming DSA inspector or the DSA as directed by the DISTRICT in accordance with this section. Upon the effective date of the CONSULTANT's termination, the CONSULTANT shall provide copies of all current Project Inspection Cards in the CONSULTANT's Project File to the DISTRICT along with any other DISTRICT PROPERTY as further described in Article IV below.

6. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before. The PARTIES may agree in writing to submit any dispute between the PARTIES to arbitration.

7. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE III OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES

BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

**ARTICLE IV**  
**REPORTS AND/OR OTHER DOCUMENTS**

1. The Project Inspection Cards, reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter the "PROPERTY"). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within seven (7) calendar days.

**ARTICLE V**  
**ACCOUNTING RECORDS OF THE CONSULTANT**

1. Records of the CONSULTANT's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

**ARTICLE VI**  
**COMPENSATION TO THE CONSULTANT**

1. The DISTRICT shall compensate the CONSULTANT as follows:
  - a. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in EXHIBIT "A", inclusive of reimbursable expenses, for performing the basic services required by this AGREEMENT subject to the limitations set forth herein this Article VI, Section 1(a). In no event shall the CONSULTANT's compensation exceed Eighty Seven Thousand Three Hundred Seventy Four Dollars (\$ 87,374.00 ) for performing all the basic services detailed in Article II and EXHIBIT "A". CONSULTANT shall invoice costs monthly for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation.
  - b. Invoices requesting payment for Additional Services performed in accordance with Article VII below must reflect the compensation approved by the

DISTRICT and include a copy of the DISTRICT’s written authorization. The DISTRICT’s prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services and no claim by the CONSULTANT for additional compensation related to Additional Services shall be valid absent such prior written approval by the DISTRICT to proceed with such Additional Services as required by Article VII.

**ARTICLE VII**  
**ADDITIONAL CONSULTANT SERVICES**

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT’s control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering any additional services. The DISTRICT may also require CONSULTANT to perform additional services which are, in the DISTRICT’s discretion, necessary. Compensation for all additional services shall be negotiated and approved in writing by the DISTRICT before CONSULTANT performs such additional services. CONSULTANT shall not be entitled to any compensation for performing additional services that are not previously approved by the DISTRICT in writing. Additional services shall include:

a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.

b. Preparing reports and other documentation and supporting data, and providing other services in connection with project modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT.

c. If the DISTRICT requests additional shifts to complete the services articulated in Article II and EXHIBIT “A” where the requests for additional shifts does not arise from the direct or indirect negligence, errors or omissions on the part of CONSULTANT. The CONSULTANT’s compensation is expressly conditioned on the lack of fault of the CONSULTANT.

d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT’s industry.

**ARTICLE VIII**  
**MISCELLANEOUS**

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, and hold DISTRICT entirely harmless from all liability arising out of:

a. Workers Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT; and

b. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by CONSULTANT in accordance with this AGREEMENT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VIII, Sections 1(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence as set forth in Article VIII, Section 1(c) above, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorney's fees and costs incurred by the DISTRICT in defending such actions or proceedings.

e. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE VIII, SECTION 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

f. ANY ATTEMPT TO LIMIT THE CONSULTANT'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE CONSULTANT.

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

a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) and automobile liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury and property damage liability, per occurrence, including coverage for the following:

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

c. Professional liability insurance, including contractual liability, with limits of \$1,000,000, per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Each policy of insurance required in Article VIII, Section 2(b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as

evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

3. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees. CONSULTANT shall fully defend and indemnify the DISTRICT from any claims, damages or any liability arising from or related to CONSULTANT or its subcontractors' failure to comply with any applicable prevailing wage laws and requirements.

4. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

5. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

6. This AGREEMENT shall be governed by the laws of the State of California.

7. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE CONSULTANT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE

PARTS DESCRIBING THE CONSULTANT’S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

9. Time is of the essence with respect to all provisions of this AGREEMENT.

10. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney’s fees.

11. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof with the exception of those documents or provisions that are subject to the exclusions specifically set forth in this AGREEMENT.

12. In accordance with California Education Code Section 17604, this AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

13. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

14. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

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

**CONSULTANT:**

Verdantas Inc. \_\_\_\_\_

By: Jason Hertzberg  
Jason Hertzberg (Mar 6, 2025 17:27 PST)  
Title: AVP, Group Leader

**DISTRICT:**

Beaumont Unified School District

By: \_\_\_\_\_  
Carmen Ordonez, Director of Fiscal Services

**EXHIBIT “A”**

***(INSERT CONSULTANT’S PROPOSAL)***

February 6, 2025

Proposal No. 038.P000032887

Beaumont Unified School District  
Facilities Planning Department  
350 Brookside Avenue  
Beaumont, California 92223

Attention: Ms. Ana Gonzalez  
Director of Facilities Planning

Subject: **Proposal for Geotechnical/Special Inspection and Materials Testing Services, Kitchen Building Addition, Palm Innovation Academy  
751 Palm Avenue, Beaumont, California 92223  
DSA Application No. 04-123788**

In response to your request, Verdantas Inc. (formerly Leighton Consulting, Inc.) is pleased to present this proposal to provide geotechnical/special inspection and materials testing services during the construction of the proposed Kitchen Building Addition project within Palm Innovation Academy campus, located at 751 Palm Avenue, in the City of Beaumont, California. This is a scope and fee proposal; our qualifications have been previously provided to the District; additional qualifications can be provided upon request.

Verdantas previously conducted a geotechnical investigation that included subsurface exploration, infiltration testing, laboratory testing, engineering analysis, and provided geotechnical recommendations for design and construction in support of the proposed project. As part of that investigation, Verdantas also performed a fault evaluation within the proposed building areas in order to evaluate any potentially active faults within 50 feet of the proposed improvements.

## PROJECT DESCRIPTION

Our understanding of this project is based on the provided documents:

- 1) Ruhnau Clarke Architects, December 16, 2024, Project Plans, Kitchen Building Addition, Palm Innovation Academy, 751 Palm Avenue, Beaumont, CA 92223, Beaumont Unified School District, Sheets G-1 through S-10.
- 2) Ruhnau Clarke Architects, December 2024, Project Manual, Palm Innovation Academy, Kitchen Building, Beaumont Unified School District, DSA Application #04-123788, 1,066 Sheets.
- 3) Division of the State Architect (DSA), September 27, 2024, 103-22: Listing of Structural Tests & Special Inspections, 2022 CBC, DSA Application No. 04-123788, 21 Sheets.
- 4) Leighton Consulting, Inc., January 17, 2024, Geotechnical Investigation, Proposed New Kitchen Building, Palm Innovation Academy, 751 Palm Avenue, Beaumont, California 92223, Project No. 038.0000020589.

An estimated construction budget of \$3,300,000 was reported on the DSA web page Project Status eTracker for DSA Application No. 04-123788. Generally, construction will include:

- **New Kitchen Building (Building “K1”):** We understand that the proposed new approximately 1,640-Square Foot Kitchen Building K1, will be supported on concrete shallow foundation systems. The building is proposed to be composed of wood framing and HSS steel columns while the roof framing is to consist of both glue-laminated wood beams and HSS Steel members. Our geotechnical recommendations for the building pad overexcavation and recompaction is 5 feet below existing surface or 3 feet below bottom of proposed footings, whichever is deeper. Where possible, the removal bottoms should extend horizontally beyond the proposed structures a minimum of 5 feet from the outside edges of the footings (including columns connected to the buildings), or a distance equal to the depth of overexcavation below the footings, whichever is farther.
- **New Shade Structure:** We understand that the proposed new approximately 2,600-Square Foot shade structure, will be supported on concrete pier foundations. The shade structure is to be composed of HSS columns, steel beam framing. We understand the pitched roof will be metal decked.
- **Site Improvements:** New asphalt and concrete flatwork, concrete access ramps, new fencing installation, utility installation, and landscaping are planned as part of the proposed site improvements around the kitchen and shade structure improvements.

A detailed construction schedule was not available at the time of this proposal; however we understand construction of the project is anticipated to start around April 28, 2025 and completed around April 3, 2026. If a detailed work schedule becomes available, we could further refine our estimated budget to reflect the established schedule.

## **PROPOSED SCOPE OF WORK**

Our scope of services for this project will consist of special inspection services during construction as DSA Laboratory of Record (LEA #063). In addition, we will also provide as-needed materials (civil) engineering consultation services during construction. For planning purposes, we propose the following scope of work:

### **Fieldwork**

Site safety is the responsibility of the contractor. Therefore, we will notify your site representative whenever we are on site. We will provide our field representatives with conventional and customary personal protection for construction sites, including a hard hat, orange vest and eye protection, and they will wear hard-sole shoes. Please notify us if any additional personal protection is required specific to this site and project. Our field personnel will also be pre-screened with the California Department of Justice *Live Scan* program.

Upon completion of activities for the day, our field personnel will report to your on-site field representative. Our *Daily Field Reports* (DFRs) will be brought to the project superintendent or designated field representative (e.g., District's construction manager), for their confirmation of activities and hours worked each day; and for their signature on the DFR to document their confirmation and comprehension of what was reported.

Based on our understanding of the project as described in the previous section of this proposal, anticipated tasks for our scope of services will consist of the following:

- **Pre-Construction Meeting:** Our field operations manager will attend a pre-construction meeting with representatives of the contractors/sub-contractors and construction management to establish any site access restrictions, points of contact, protocol for scheduling our services, and distribution lists for test results.
- **Geotechnical Observation and Density Testing:** Our services will consist of geotechnical observation and testing during site preparation, excavation, and fill placement during earthwork and grading. We will provide continuous geotechnical observation and testing during site rough grading, building pad overexcavation and recompaction. We will also provide continuous and periodic geotechnical observation

and testing during backfill placement, as fill thickness and the earthwork contractor's schedule requires, footing and utility trench backfills, concrete slab-on-grade and flatwork subgrade preparation, and retaining wall backfills. In addition, we will observe spread and continuous footing excavations to confirm that properly compacted fill soils are exposed, prior to additional fill or concrete placement. We will also observe pier footing excavations associated with the proposed lunch shade structure.

- **Reinforcing Steel Source Sampling (Off-Site):** We will pick up representative reinforcing steel samples and "tag" source materials for site delivery identification. Sampled steel will be tested as listed on the DSA-103 for this project.
- **Fresh Concrete Sampling and Testing:** Site concrete sampling is included in our scope (compressive strength greater than 2,500 psi). We will provide a technician that has been certified by the American Concrete Institute (ACI) as a technician for sampling concrete. Our field technicians will sample fresh concrete, perform slump tests (ASTM C143) and (if requested) air content tests (ASTM C173 or C231) when requested by the DSA project inspector. Air content tests will only be performed if specifically requested. We will mold at least one set of concrete compression test cylinders for each 50 cubic yards of concrete, or at least one set of cylinders each day concrete is placed. We will also provide an ACI technician during concrete batch plant operations. Our batch plant visits will consist of checking batch weights and proportions.
- **Post-Installed Anchors/Epoxy Dowels:** We will provide a special inspector that has been certified by ICC to observe installation of adhesive anchors and/or dowels. Our special inspector will view installation of these anchors in accordance with ICC/ESR requirements, specific to anchors used. Our special inspector will also evaluate drill bit compliance, hole depth and cleanliness, rod diameter, length of embedment, ambient temperature, material condition, product description and name, and adhesive shelf-life and condition of packaging. If required, we can also provide pull/torque and/or proof testing of post-installed anchors.
- **Structural Steel:** We will provide an American Welding Society (AWS) Certified Welding Inspector (CWI) with ICC structural steel and bolting to verify and inspect steel during shop fabrication and construction in the field. Their work will consist of periodic and/or continuous inspection of:
  - ▶ Material identification.
  - ▶ Steel frame joint details for conformance with approved structural plans.
  - ▶ High-strength bolting connection (including Skidmore-Wilhelm bolt tension verification testing).
  - ▶ Welded connection of structural steel and cold-formed steel deck, and reinforcing steel, if required.

Our CWI will also tabulate/record inspected welds, including listing defective welds and documenting correction of defects. Our CWI will also check weld filler materials, equipment, welding procedure specifications, and ability of the welder, as necessary. Our inspector may use non-destructive testing such as magnetic particle, ultrasonic or any other aid in addition to visual inspection that they may deem necessary to assure the adequacy of the welding per approved structural plans and job specifications.

- **Glued-Laminated Wood Beams:** We will provide a special inspector that has been certified by DSA for glued-laminated beams fabrication. Their work will consist of periodic inspection during fabrication of glued-laminated beams in accordance with approved structural plans and job specifications.

### **Laboratory Testing**

Geotechnical and materials laboratory testing will be performed at our in-house DSA-LEA laboratory.

- **Geotechnical Laboratory Testing:** We will perform geotechnical laboratory testing of on-site soils for laboratory maximum dry density and optimum moisture content (“compaction curves”) in accordance with ASTM D1557, and corresponding grain size distribution (ASTM D6913) to match these soils with the appropriate compaction curve. Additional geotechnical laboratory testing may also possibly be performed.
- **Reinforcing Steel:** Tensile and bend tests will be performed on concrete reinforcing steel (rebar) in accordance with ASTM A370, and A615 or A706.
- **Concrete:** Concrete laboratory curing and compressive strength testing of field-molded concrete test cylinders will be performed in general accordance with ASTM C31 and C39, respectively. For each concrete cylinder set, we assume that breaks will be requested at 7 and 28 days, with a fourth “hold” cylinder to be held for testing only if anomalous results occur. Verbal and/or e-mail reports will be provided for 7-day breaks. We will provide a final one-page report summarizing compressive strength tests results for a given set of cylinders (three cylinders, plus one hold) after the 28-day breaks are completed.
- **High Strength (HS) Bolts:** Mechanical testing of high strength bolt assemblies, including bolts, nuts, and washers, will be performed in accordance with ASTM F3125.

### **Office Support, Management, Quality Review and Reporting**

We will provide professional services including technical/cost management and reporting as follows:



The actual scope and fee may vary from what we estimated, if additional time is required on site or if additional testing is required beyond the amount assumed above. If the actual number of our site visits and/or hours requested are less than assumed, then our fees would be less than estimated. Conversely, if there are numerous failed tests, severe wet weather, extensive standby and/or unnecessary site visits, this budget estimate may be insufficient to complete the project, and we will notify you that our budget needs to be augmented. Observation and testing not referenced in our estimated budget will be charged on a time-and-expense basis in accordance with our attached fee schedule.

Changes to the construction schedule can provide a basis for us to update our fee estimate. Changes to the plans and specifications could impact our scope and fee. Assumptions have been made in quantities and hours for estimating our costs. These assumptions are listed below:

- **No Overtime:** Our estimate does not include overtime charges. Overtime work (over 8 hours per day, weekends or holidays) will be billed in accordance with the attached *Amended Professional Fee Schedule*, which may exceed our currently estimated budget.
- **Prevailing Wage:** We assume this project is governed by California prevailing wage requirements.
- **Safe/Timely Access:** We assume the site will be readily and safely accessible without delay to our staff and field testing equipment during construction, with free parking. We assume safe observation and testing locations, and access ladders, will be provided by the construction contractor or others.
- **Daily Minimum:** Daily minimum is four hours for the first hours up to four hours. Any hours worked more than a four-hour minimum will be charged at eight hours up to eight hours. Hours more than eight will be charged at overtime rates. Same-day cancellation will be charged at two hours per day canceled.
- **No Professional Consultation Budgeted:** Our estimate does not include costs for design consultation, plan reviews, third-party review, wet weather mitigation and/or response to comments of any regulatory agency, though we can provide these services as needed.
- **Invoicing:** We assume that our standard invoice and breakdown of fees will be acceptable for payment. A typical copy can be provided upon request.
- **Relying on Provided Construction Design Documents:** We rely on others to provide and make us aware of approved plans and specifications modifications and updates. Changes to project drawings and specifications and updates to the construction schedule may affect our scope and budget.

**Terms and Conditions**

Since this is a California public works project, we will need a **DIR Project ID** from you (the “awarding body”) before we begin any prevailing wage work on site; see:

<https://www.dir.ca.gov/Public-Works/Awarding-Bodies.html>

<https://www.dir.ca.gov/pwc100ext/ExternalLookup.aspx>

We have not included budget to staff your project with an apprentice. Although possible under California prevailing wage law, based on our experience, we do not anticipate an apprentice will be dispatched for training on this project. If we are required to provide training for an apprentice on your project, then additional fees would be required to cover that additional labor expense, beyond what we currently propose.

If this proposal is acceptable, please provide us with an agreement for these services.

**CLOSING**

We appreciate the opportunity to be of continued service to Beaumont Unified School District. If you have any questions or information that would update our scope of work, please contact us at your convenience. The undersigned can be reached at (909) 484-2205, directly at the phone extension and e-mail address listed below.

Respectfully submitted,

VERDANTAS INC.



Jose Tapia, PE 91630  
Senior Project Engineer  
Extension 8786, [jtapia@verdantas.com](mailto:jtapia@verdantas.com)

JAT/rsm

Attachments: Table 1 - Breakdown of Estimated Fees  
Amended Professional Fee Schedule

Distribution: Addressee (PDF via e-mail)

**Verdantas Inc.**

**Table 1 Estimated Fees**

Beaumont USD PIA Kitchen GMTI  
Geotechnical/Materials Observation and Testing

2/5/2025  
Proposal # 038.P000032887

TASK DESCRIPTION	RATE	UNITS	COST
<b>Pre-Construction Meeting/Project Review</b>			
Senior Project Engineer	\$235.00 / hour	1	\$235.00
Operations Manager	\$195.00 / hour	2	\$390.00
<b>SUBTOTAL</b>			<b>\$625.00</b>
<b>Non-Prevailing Wage Special Inspection</b>			
Special Inspector	Welding (Shop)	\$105.00 / hour	80
Special Inspector	Material ID	\$105.00 / hour	8
Special Inspector	Batch Plant	\$105.00 / hour	20
<b>SUBTOTAL</b>			<b>\$11,340.00</b>
<b>Prevailing Wage Onsite Inspections</b>			
	<b>Sub Heading</b>		
Field Soils/Material Tester (Prevailing Wage)	Fresh Concrete Sampling and Field Testing	\$155.00 / hour	80
Special Inspector (Prevailing Wage)	Post-Installed Anchor & Bolting	\$165.00 / hour	20
Special Inspector (Prevailing Wage)	Welding (Field)	\$165.00 / hour	36
Non Destructive Testing (Prevailing Wage)	NDT	\$168.00 / hour	8
Field Soils/Material Tester (Prevailing Wage)	Soils Observation and Testing	\$155.00 / hour	200
Vehicle Usage	Soils Technician	\$16.000 / hour	200
<b>SUBTOTAL</b>			<b>\$57,184.00</b>
<b>Laboratory Testing</b>			
Modified Proctor compaction 6 inch mold (Method C ASTM D1557)	\$265.00 / each	1	\$265.00
Rebar tensile test, ≤ up to No. 11 (ASTM A370)	\$70.00 / each	4	\$280.00
Rebar bend test, up to No. 11 (ASTM A370)	\$70.00 / each	4	\$280.00
F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	\$70.00 / each	4	\$280.00
Pick-up & delivery – (weekdays, per trip, <50 miles from Leighton office)	\$110.00 / each	10	\$1,100.00
Concrete cylinders compression (ASTM C39 6" x 12") (4" x 8")	\$40.00 / each	40	\$1,600.00
<b>SUBTOTAL</b>			<b>\$3,805.00</b>
<b>Outside Laboratory Testing</b>			
Timber Products (Glulam Shop Inspection)	\$5,000.00 / ea	1	\$5,000.00
Mark-up		20%	\$1,000.00
<b>SUBTOTAL</b>			<b>\$6,000.00</b>
<b>Project Administration and Management</b>			
Associate	\$255.00 / hour	5	\$1,275.00
Senior Project Engineer	\$235.00 / hour	8	\$1,880.00
Senior Staff Engineer	\$180.00 / hour	12	\$2,160.00
Project Administrator/Word Processor	\$90.00 / hour	4	\$360.00
Operations Manager	\$195.00 / hour	8	\$1,560.00
GIS Specialist	\$155.00 / hour	3	\$465.00
Dispatcher	\$90.00 / hour	8	\$720.00
<b>SUBTOTAL</b>			<b>\$8,420.00</b>
<b>TOTAL ESTIMATED COST</b>			<b>\$87,374.00</b>



## LABOR RATES

CLASSIFICATION	\$/HR	CLASSIFICATION	\$/HR
Technician I.....	95	Project Administrator/Word Processor/Dispatcher .....	90
Technician II / Special Inspector.....	105	Information Specialist.....	130
Senior Technician / Senior Special Inspector .....	120	CAD Operator.....	155
Prevailing Wage (field soils / materials tester) * .....	155	GIS Specialist.....	155
Prevailing Wage (Special Inspector) * .....	165	GIS Analyst .....	180
Prevailing Wage (On site Source Inspector, NDT and soil remediation O&M)* .....	168	Staff Engineer / Geologist / Scientist.....	170
System Operation & Maintenance (O&M) Specialist.....	165	Senior Staff Engineer / Geologist / Scientist / ASMR.....	180
Non Destructive Testing (NDT).....	168	Operations / Laboratory Manager .....	195
Deputy Inspector.....	130	Project Engineer / Geologist / Scientist.....	215
Field / Laboratory Supervisor.....	165	Senior Project Engineer / Geologist / Scientist / SMR.....	235
Source Inspector .....	155	Associate.....	255
City of Los Angeles Deputy Building (including Grading) Inspector .....	175	Principal.....	295
		Senior Principal.....	335

\* See Prevailing Wages in Terms and Conditions

## GEOTECHNICAL LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
<b>CLASSIFICATION &amp; INDEX PROPERTIES</b>		<b>COMPACTION &amp; PAVEMENT SUBGRADE TESTS</b>	
Photograph of sample.....	15	Standard Proctor compaction, 4 points (ASTM D698)	
Moisture content (ASTM D2216) .....	25	- 4 inch diameter mold (Methods A & B).....	170
Moisture & density (ASTM D2937) ring samples.....	37	- 6 inch diameter mold (Method C).....	230
Moisture & density (ASTM D2937) Shelby tube or cutting .....	45	Modified Proctor compaction 4 points (ASTM D1557):	
Atterberg limits 3 points (ASTM D4318):.....	160	- 4 inch diameter mold Methods A & B .....	235
- Single point, non-plastic.....	90	- 6 inch diameter mold Method C .....	265
- Atterberg limits (organic ASTM D2487 / D4318) .....	195	Check point (per point) .....	70
- Visual classification as non-plastic (ASTM D2488).....	15	Relative compaction of untreated/treated soils/aggregates (CTM 216) .....	270
Particle size:.....		Relative density 0.1 ft mold (ASTM D4253, D4254) .....	250
- Sieve only 1½ inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202) .....	155	California Bearing Ratio (ASTM D1883)	
- Large sieve 6 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202) .....	195	- 3 point.....	535
- Hydrometer only (ASTM D7928) .....	120	- 1 point.....	200
- Sieve + hydrometer ≤3 inch sieve, (ASTM D7928) .....	200	R-Value untreated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301) .....	335
- Percent passing #200 sieve, wash only (ASTM D1140) .....	75	R-Value lime or cement treated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301) .....	365
Specific gravity and absorption of fine aggregate (AASHTO T84/ASTM C128/ASTM D854/CTM 207) .....	140		
Specific gravity and absorption of coarse aggregate (AASHTO T85/ASTM C127/CTM 206) .....	110	<b>SOIL CHEMISTRY &amp; CORROSIVITY</b>	
- Total porosity - on Shelby tube sample (calculated).....	180	pH Method A (ASTM D4972 or CTM 643) .....	50
- Total porosity - on other sample (calculated).....	165	Electrical resistivity – single point – as received moisture .....	50
Shrinkage limits wax method (ASTM D4943) .....	135	Minimum resistivity 3 moisture content points (ASTM G187/CTM 643).....	95
Pinhole dispersion (ASTM D4647).....	225	pH + minimum resistivity (CTM 643).....	140
Dispersive characteristics (double hydrometer ASTM D4221) .....	215	Sulfate content - gravimetric (CTM 417 B Part 2) .....	75
As-received moisture & density (chunk/carved samples) .....	65	Sulfate content - by ion chromatograph (CTM 417 Part 2) .....	85
Sand Equivalent (AASHTO T176/ASTM D2419/CTM 217) .....	115	Sulfate screen (Hach®) .....	35
		Chloride content (AASHTO T291/CTM 422) .....	75
<b>SHEAR STRENGTH</b>		Chloride content – by ion chromatograph (AASHTO T291/CTM 422) .....	85
Pocket penetrometer .....	20	Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643).....	285
Direct shear (ASTM D3080, mod., 3 points):		Organic matter content (ASTM D2974).....	70
Consolidated undrained - 0.05 inch/min (CU) .....	320		
Consolidated drained - <0.05 inch/min (CD).....	385	<b>CONSOLIDATION &amp; EXPANSION/SWELL TESTS</b>	
Residual shear EM 1110-2-1906-IXA (price per each additional pass after shear).....	55	Consolidation (ASTM D2435): .....	210
Remolding or hand trimming of specimens (3 points).....	95	Each additional time curve.....	50
Oriented or block hand trimming (per hour) .....	70	Each additional load/unload w/o time reading .....	45
Single point shear .....	115	Expansion Index (ASTM D4829) .....	140
Torsional shear (ASTM D6467 / ASTM D7608).....	880	Single load swell/collapse - Method B (ASTM D4546-B, seat, load & inundate only).....	115
		Swell collapse Method A up to 10 load/unloads w/o time curves (ASTM D4546-A) .....	310

METHOD	\$/TEST
<b>TRIAXIAL TESTS</b>	
Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D2166) .....	145
Unconsolidated undrained triaxial compression test on cohesive soils (UU, ASTM D2850, USACE Q test, per confining stress).....	185
Consolidated undrained triaxial compression test for cohesive soils, (CU, ASTM D4767, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress) .....	400
Consolidated drained triaxial compression test (CD, USACE S), with volume change measurement. Price per soil type below EM 1110-2-1906(X):	
Sand or silty sand soils (per confining stress).....	400
Silt or clayey sand soils (per confining stress) .....	535
Clay soils (per confining stress) .....	755
Three-stage triaxial (sand or silty sand soils).....	700
Three-stage triaxial (silt or clayey sand soils).....	935
Three-stage triaxial (clay soils) .....	1,320
Remolding of test specimens .....	70

METHOD	\$/TEST
<b>HYDRAULIC CONDUCTIVITY TESTS</b>	
Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D5084, falling head Method C): .....	335
Each additional effective stress.....	130
Hand trimming of soil samples for horizontal K.....	65
Remolding of test specimens .....	70
Permeability of granular soils (ASTM D2434) .....	145
Soil suction (filter paper method, ASTM D5298) .....	430
<b>SOIL-CEMENT</b>	
Moisture-density curve for soil-cement mixtures (ASTM D558) .....	260
Wet-dry durability of soil-cement mixtures (ASTM D559) <sup>1</sup> .....	1,290
Compressive strength of molded soil-cement cylinder (ASTM D1633) <sup>1</sup> ..	65
Soil-cement remolded specimen (for shear strength, consolidation, etc.) <sup>1</sup> .....	250
<sup>1</sup> Compaction (ASTM D558 maximum density) should also be performed – not included in above price	

## CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD	\$/TEST
<b>CONCRETE STRENGTH CHARACTERISTICS</b>	
Concrete cylinders compression (ASTM C39) (6" x 12" and 4" x 8") .....	40
Compression, concrete or masonry cores (testing only) ≤6 inch (ASTM C42).....	45
Trimming concrete cores (per core) .....	25
Flexural strength of concrete (simple beam-3rd pt. loading, ASTM C78/CTM 523).....	90
Flexural strength of concrete (simple beam-center pt. loading, ASTM C293/CTM 523).....	90
Non shrink grout cubes (2 inch, ASTM C109/C1107).....	30
Drying shrinkage - four readings, up to 90 days, 3 bars (ASTM C157) ....	430
Length of concrete cores (CTM 531) .....	45
<b>HOT MIX ASPHALT (HMA)</b>	
Resistance of compacted HMA to moisture-induced damage (AASHTO T283/CTM 371) .....	2,250
Hamburg Wheel, 4 briquettes (modified) (AASHTO T324) .....	965
Superpave gyratory compaction (AASHTO T312/ASTM D6925) .....	375
Extraction by ignition oven, percent asphalt (AASHTO T308/ASTM D6307/CTM 382) .....	160
Ignition oven correction/correlation values (AASHTO T308/ASTM D6307/CTM 382) .....	1,445
Extraction by centrifuge, percent asphalt (ASTM D2172) .....	160
Gradation of extracted aggregate (AASHTO T30/ASTM D5444/CTM 202).....	145
Stabilometer, S-Value (ASTM D1560/CTM 366) .....	285
Bituminous mixture preparation (AASHTO R30/CTM 304) .....	85
Moisture content of HMA (AASHTO T329/ASTM D6037/CTM 370) .....	65
Bulk specific gravity of compacted HMA, molded specimen or cores, uncoated (AASHTO T166/ASTM D2726/CTM 308).....	55
Bulk specific gravity of compacted HMA, molded specimen or cores, paraffin-coated (AASHTO T275/ASTM D1188/CTM 308).....	60
Maximum density - Hveem (CTM 308).....	215
Theoretical maximum density and specific gravity of HMA (AASHTO T209/ASTM D2041/CTM 309).....	140
Thickness or height of compacted bituminous paving mixture specimens (ASTM D3549).....	45
Wet track abrasion of slurry seal (ASTM D3910) .....	160
Rubberized asphalt (add to above rates) .....	+25%
<b>BRICK</b>	
Compression - cost for each, 5 required (ASTM C67).....	55
Absorption - cost for each, 5 required (ASTM C67) .....	55

METHOD	\$/TEST
<b>AGGREGATE PROPERTIES</b>	
Bulk density and voids in aggregates (AASHTO T19/ASTM C29/ CTM 212).....	55
Organic impurities in fine aggregate sand (AASHTO T21/ASTM C40/CTM 213) .....	65
LA Rattler-smaller coarse aggregate <1.5" (AASHTO T96/ASTM C131/CTM 211).....	215
LA Rattler-larger coarse aggregate 1-3" (AASHTO T96/ASTM C535/CTM 211) .....	270
Apparent specific gravity of fine aggregate (AASHTO T84/ASTM C128/CTM 208).....	140
Specific gravity and absorption of coarse aggregate (ASTM C127/CTM 206) >#4 retained.....	110
Clay lumps, friable particles (AASHTO T112/ASTM C142).....	190
Durability Index (AASHTO T210/ASTM D3744/CTM 229) .....	215
Moisture content of aggregates by oven drying (AASHTO T255/ASTM C566/CTM 226) .....	45
Uncompacted void content of fine aggregate (AASHTO T304/ ASTM C1252/ CTM 234) .....	140
Percent of crushed particles (AASHTO T335/ASTM D5821/CTM 205).....	145
Flat & elongated particles in coarse aggregate (ASTM D4791/CTM 235).....	230
Cleanness value of coarse aggregate (CTM 227) .....	225
Soundness, magnesium (AASHTO T104/ASTM C88/CTM 214) .....	240
Soundness, sodium (AASHTO T104/ASTM C88/CTM 214).....	695
<b>MASONRY</b>	
Mortar cylinders 2" x 4" (ASTM C780) .....	35
Grout prisms 3" x 6" (ASTM C1019).....	35
Masonry cores compression, ≤6" diameter - testing only (ASTM C42).....	45
Masonry core shear testing (Title 24) .....	85
Veneer bond strength, cost for each - 5 required (ASTM C482) .....	60
CMU compression to size 8" x 8" x 16" - 3 required (ASTM C140).....	60
CMU moisture content, absorption & unit weight - 6 required (ASTM C140) .....	55
CMU linear drying shrinkage (ASTM C426).....	190
CMU grouted prisms compression test ≤8" x 8" x 16" (ASTM C1314).....	215
CMU grouted prisms compression test > 8" x 8" x 16"(ASTM C1314).....	270
<b>BEARING PADS/PLATES AND JOINT SEAL</b>	
Elastomeric bearing pads (Caltrans SS 51-3) .....	1,060
Elastomeric bearing pad with hardness and compression tests (Caltrans SS 51-3) .....	1,315
Type A Joint Seals (Caltrans SS 51-2) .....	1,735

METHOD	\$/TEST
Type B Joint Seals (Caltrans SS 51-2) .....	1,640
Bearing plates (A536) .....	770

**REINFORCING STEEL AND PRESTRESSING STRANDS**

Rebar tensile test, ≤ up to No. 11 (ASTM A370).....	70
Rebar tensile test, ≥ No. 14 & over (ASTM A370).....	215
Rebar bend test, up to No. 11 (ASTM A370).....	70
Rebar bend test, ≥ No. 14 & over (ASTM A370) .....	215
Resistance butt-welded hoops/bars, tensile test, ≤ up to No. 10 (CTM 670) .....	70
Resistance butt-welded hoops/bars, tensile test, ≥ No. 11 & over (CTM 670).....	90
Mechanical rebar splice, tensile test, ≤ up to No. 11 (CTM 670) .....	70
Mechanical rebar splice, slip test, ≤ up to No. 11 (CTM 670).....	45
Mechanical rebar splice, tensile test, ≥ No. 14 & over (CTM 670) .....	215
Mechanical rebar splice, slip test, ≥ No. 14 & over (CTM 670).....	215
Headed rebar splice, tensile test, ≤ up to No. 11 (CTM 670) .....	70
Headed rebar splice, tensile test, ≥ No. 14 & over (CTM 670) .....	215
Epoxy coated rebar/dowel film thickness (coating) test (ASTM A775/A934) .....	50
Epoxy coated rebar/dowel continuity (Holiday) test (ASTM A775/A934) .....	70
Epoxy coated rebar flexibility/bend test, up to No. 11 (ASTM A775/A934) .....	50
Prestressing wire, tension (ASTM A416) .....	190
Sample preparation (cutting) .....	55

METHOD	\$/TEST
<b>STREET LIGHTS/SIGNALS</b>	
LED Luminaires / Signal Modules / Countdown Pedestrian Signal Face Modules (Caltrans RSS 86) .....	1,390

<b>SPRAY APPLIED FIREPROOFING</b>	
Unit weight (density, ASTM E605).....	65

<b>FASTENERS / BOLTS / RODS</b>	
F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4” diameter, plain (ASTM A370).....	70
F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4” diameter, galvanized (ASTM A370) .....	80
A490 Bolts, tensile test, ≤ up to 1-1/4” diameter, plain (ASTM A370) .....	70
A490 Bolts, tensile test, ≤ up to 1-1/4” diameter, galvanized (ASTM A370).....	80
A593 Bolts, tensile test, ≤ up to 1-1/4” diameter, stainless steel (ASTM A370) .....	70
F1554 Bolts, tensile test, ≤ up to 1-1/4” diameter, plain (ASTM A370) ...	110
F1554 Bolts, tensile test, ≤ up to 1-1/4” diameter, galvanized (ASTM A370).....	130

<b>SAMPLE TRANSPORT</b>	
Pick-up and delivery (weekdays, per trip, <50 mile radius from our office).....	110

## EQUIPMENT LIST

ITEM	\$ UNIT
1/4 inch Grab plates .....	5 each
1/4 inch Tubing (bonded) .....	0.60 foot
1/4 inch Tubing (single).....	0.40 foot
3/8 inch Tubing, clear vinyl .....	0.60 foot
4-Gas meter (RKI Eagle or similar)/GEM 2000 .....	140 day
Air flow meter and purge pump (200 cc/min) .....	55 day
Box of 24 soil drive-sample rings.....	130 box
Brass sample tubes .....	11 each
Caution tape (1000-foot roll) .....	22 each
Combination lock or padlock .....	15 each
Compressed air tank and regulator.....	55 day
Concrete coring machine (≤6-inch-dia).....	160 day
Consumables (gloves, rope, soap, tape, etc.) .....	40 day
Core sample boxes .....	30 each
Crack monitor Two-Dimensional.....	30 each
Crack monitor Three-Dimensional .....	40 each
Cutoff saws, reciprocating, electric (Sawzall®) .....	80 day
D-Meter Walking Floor Profiler .....	110 day
Disposable bailers .....	25 each
Disposable bladders .....	20 each
Dissolved oxygen meter .....	50 day
DOT 55-gallon containment drum with lid .....	85drum
Double-ring infiltrometer.....	135 day
Dual-stage interface probe .....	85 day
Dynamic Cone Penetrometer .....	430 day
Generator, portable gasoline fueled, 3,500 watts.....	90 day
Global Positioning System/Laser Range Finder.....	80 day
Hand auger set .....	90 day
HDPE safety fence (≤100 feet) .....	40 roll
Horiba U-51 water quality meter.....	135 day
Light tower (towable vertical mast) .....	150 day
Magnehelic gauge .....	15 day
Manometer .....	25 day
Mileage (will adjust with IRS published rate) .....	0.67 mile

ITEM	\$ UNIT
Moisture test kit (excludes labor to perform test, ASTM E1907) .....	65 test
Nuclear moisture and density gauge .....	88 day
Electrical moisture and density gauge .....	88 Day
Pachometer .....	50 day
Particulate Monitor .....	135 day
pH/Conductivity/Temperature meter .....	60 day
Photo-Ionization Detector (PID) .....	130 day
Pump, Typhoon 2 or 4 stage .....	55 day
QED bladder pump w/QED control box.....	175 day
Quire fee – Phase I only.....	250 each
Resistivity field meter and pins .....	200 day
Slip / threaded cap, 2-inch or 4-inch diameter, PVC Schedule 40... ..	20 each
Slope inclinometer.....	250 day
Soil sampling T-handle (Encore).....	10 day
Soil sampling tripod.....	40 day
Speedy (R) moisture tester .....	10 day
Stainless steel bailer.....	60 day
Submersible pump with controller .....	180 day
Submersible pump/transfer pump, 10-25 gpm .....	65 day
Support service truck usage (well installation, etc.) .....	250 day
Survey/fence stakes .....	10 each
Tedlar® bags .....	25 each
Traffic cones (≤25)/barricades (single lane) .....	55 day
Turbidity meter .....	80 day
Tyvek® suit (each).....	25 each
Vapor sampling box.....	65 day
Vehicle usage (carrying equipment).....	16 hour
VelociCalc .....	40 day
Visqueen (20 x 100 feet) .....	130 roll
Water level indicator (electronic well sounder) <300 feet deep well.....	100day
ZIPLEVEL®.....	40 day

Other specialized geotechnical and environmental testing and monitoring equipment are available, and priced per site

## TERMS AND CONDITIONS

- ▶ **Expiration:** This fee schedule is effective through December 31, 2025 after which non-prevailing wage rates for remaining or additional services will increase by 4% on January 1st of each year.
- ▶ **Proposal Expiration:** Proposals are valid for at least 30 days, subject to change after 30 days; unless otherwise stated in an attached proposal.
- ▶ **Prevailing Wages:** Our fees for prevailing wage work are based upon California prevailing wage laws and wage determinations. Unless specifically indicated in our proposal, costs for apprentice are not included. If we are required to have an apprentice on your project, additional fees will be charged. Prevailing wage rates will increase by \$8 on July 1st of each year.
- ▶ **Overtime:** Standard overtime rate is per California Labor Law and is billed at 1.5 or 2 times their hourly billing rate. Overtime rate for non-exempt field personnel working on a Verdantas observed holiday is billed at 2 times their hourly billing rate. Overtime rate for Prevailing wage work is per the California Department of Industrial Relations (DIR) determination and is multiplied at 1.5 to 2 times their hourly billing rate for overtime and double-time, respectively.
- ▶ **Expert Witness Time:** Expert witness deposition and testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
- ▶ **Minimum Field Hourly Charges:** For Field Technicians, Special Inspectors or any on-site (field) materials testing services:
  - ~~4 hours: 4 hour minimum charge up to the first four hours of work.~~
  - ~~8 hours: 8 hour minimum charge for over four hours of work, up to eight hours.~~
- ▶ **Project time accrued includes portal to portal travel time.**
- ▶ **Insurance & Limitation of Liability:** These rates are predicated on standard insurance coverage and a limit of Verdantas' liability equal to our total fees for a given project.
- ▶ **Outside Direct Costs:** Heavy equipment, subcontractor fees and expenses, project-specific permits and/or licenses, project-specific supplemental insurance, travel, subsistence, project-specific parking charges, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 20%, unless billed directly to and paid by client.
- ▶ **Invoicing:** Invoices are rendered monthly, payable upon receipt in United States dollars. A service charge of 1½-percent per month will be charged for late payment.
- ▶ **Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities and hazardous materials on the project site, prior to fieldwork, and agrees to reimburse Verdantas for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe and legal access to the project site for all Verdantas field personnel.
- ▶ **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months following completion of assigned tests, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of \$15 per bag and \$6 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in California. There may be additional cost for handling imported samples.
- ▶ **Construction Material Samples:** After all designated breaks for a given sample set meet specified compressive at design age or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. Unless specifically requested otherwise, all other construction materials will be disposed of after completion of testing and reporting.



**BEAUMONT UNIFIED SCHOOL DISTRICT**  
**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**

**THIS AGREEMENT** (“Agreement”) is made effective on March 26, 2025 (date) by and between Connect4Kids Psychological Services hereafter called “Consultant,” and the **Beaumont Unified School District**, hereafter called “District.”

**RECITALS**

- A. In accordance with Government Code section 53060, the District desires to obtain special professional services and advice regarding accounting, administrative, economic, engineering, financial, legal and or other professional services, as provided in this Agreement.
- B. The Consultant is specially trained, experienced, qualified, competent and authorized under State and Federal law, as applicable, to provide the special services and advice required by the District, and to the extent required by any applicable laws, Consultant has all licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such Services as are called for under this Agreement.

Accordingly, the parties agree with the above and as follows:

**AGREEMENT**

- 1. In consultation and cooperation with the District, the Consultant shall provide the professional services described herein (the “Services”) consistent with acceptable industry standards or better.  
The Services are described in further detail:

- In the Scope of Work, attached.
- In the Proposal/Quote/Estimate, attached:

Any attachment to this Agreement is incorporated herein and made a part of this Agreement only as to the services and responsibilities of the Consultant. All other portions of any attachment to this Agreement shall not be incorporated or made a part of this Agreement unless agreed upon in writing by the District. In the event of any conflict, inconsistency, or ambiguity between the language in this Agreement and any attachment incorporated herein, the language and provisions in this Agreement will govern, be interpreted in favor over any attachment, and take precedence over any attachment.

The District will prepare and furnish the Consultant upon request such existing information as is necessary for the performance of Services by the Consultant. The Consultant shall provide its own equipment, vehicle, materials, supplies, food, incidentals, tools, etc., which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.

- 2. **TERM:** The term of this Agreement shall begin on March 26, 2025 and terminate automatically on June 30, 2025, unless terminated earlier by either party as provided in this Agreement. The District’s termination of the Agreement shall in no way affect Consultant’s obligation to hold harmless and indemnify the District in accordance with Section 9 below.

- 3. **PAYMENT SCHEDULE:** Consultant shall furnish to the District the Services at a rate of \$ N/A per hour, for a total cost not to exceed \$ 4,500.00 --or-- for a lump sum of \$ N/A --or-- per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services and receipt of an approved invoice. (A rate sheet may be attached and incorporated into this Agreement.) It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total “not-to-exceed” or lump sum amounts authorized under this Agreement. The total “not-to-exceed”, or lump sum amounts, and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile, workers’ compensation (as required by law), professional negligence, and general liability insurance, etc., materials, supplies, and taxes.

4. **WORK PRODUCT OWNERSHIP:** No consultant, firm, or corporation may use the District logo without pre-approval from the Superintendent.
- AUDIT AND INSPECTION OF RECORDS:** Consultant shall maintain and the District shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence regardless of form or type, sufficient to properly reflect all costs claimed to have been incurred or anticipated to be incurred in performing this Agreement. Consultant shall make said evidence available to the District at the District or its consultant's offices at all reasonable times and without charge to the District. Said evidence/records shall be provided to the District within five (5) working days of a written request from the District. Consultant shall, at no cost to the District, furnish assistance for such examination/audit. Consultant, and its subcontractors, shall keep and preserve all such records for a period of at least three (3) years from and after the final payment or, if the Agreement is terminated in whole or in part, until three (3) years after the end of the Agreement. The District's rights under this section shall also include access to Consultant's offices for interviewing Consultant's employees. Failure of Consultant to provide records or access within the time requested shall preclude Consultant from receiving any payment due under this Agreement until such evidence/documents are provided.
5. **AGREEMENT AMENDMENT/MODIFICATION:** Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes and may require additional Board approval:
- a. Increase dollar amounts;
  - b. Effect administrative changes;
  - c. Effect other changes as required by law; and
  - d. Term of agreement

**Amendments require Purchasing's approval and will not be paid until approval (signature) is received. If you need assistance with this matter, please contact the Purchasing Department at (951) 845-1631.**

6. **INDEPENDENT CONTRACTOR:** The Consultant is an independent contractor and will perform the Services as an independent contractor and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the Consultant or between the District and any of Consultant's agents or employees. Consultant is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any Services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the District's employees, including but not limited to, permanent status, health insurance benefits, sick leave, paid vacation, or any other employee benefit. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes and that the District will not withhold federal or state income tax deductions from payments made to Consultant under this Agreement. Consultant must provide District with his/her Social Security Number or Taxpayer ID number. District will provide Consultant and the Internal Revenue Service ("IRS") with a statement of earnings at the conclusion of each calendar year as required by the IRS.
7. **TERMINATION:**
- a. The District may terminate this Agreement for cause upon seven (7) days' written notice in the event of substantial failure of performance or material breach by Consultant including bankruptcy, insolvency, or the filing of a general assignment for the benefit of creditors by Consultant. In the event a termination for cause under this paragraph is determined to have been made wrongfully by the District or without cause, then the termination shall be treated as a termination for convenience in accordance with the paragraph below, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.
  - b. The District may, at any time and for any reason, suspend performance by the Consultant or terminate this Agreement for the District convenience upon ten (10) days' written notice to Consultant, and compensate Consultant only for Services satisfactorily rendered to the date of such suspension or termination for convenience. In addition, and notwithstanding anything to the contrary contained in this Agreement, due to the current budget crisis and the fiscal constraints under which the District operates, the District may terminate the Agreement at any time without penalty, cost, or damages of any kind. The District's termination of the Agreement shall in no way affect Consultant's obligation to hold harmless and indemnify the District in accordance with Section 9. Written notice by the District shall be sufficient to suspend or terminate any further performance of Services by the Consultant under this paragraph. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three (3) days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District all Work Product in progress or completed to date including any reports, drafts, electronic information, or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block on the last page of this Agreement. Facsimile or electronic mail notices shall be accepted.

8. **HOLD HARMLESS:** To the fullest extent permitted by law, Consultant agrees to and shall hold harmless, defend, and indemnify the Beaumont Unified School District, its Board, officers, agents, employees, and volunteers (collectively, "Indemnitees") from every claim or demand made and every liability, loss, damage, expense, or cost of any nature whatsoever, which may be incurred, arising out of:
- a. Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's sub consultant's employees arising out of Consultant's Services under this Agreement; and
  - b. General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by Consultant or any person, firm or corporation employed by the Consultant related to, founded upon or in connection with this Agreement, except for liability resulting from the sole or active negligence, or willful misconduct of Indemnitees; and
  - c. Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of Consultant, or any person, firm or corporation employed by Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including Indemnitees, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of Indemnitees.
  - d. Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against Indemnitees on account of or founded upon any of the causes, damages or injuries identified in this Section 9 and shall pay or satisfy any judgment that may be rendered against Indemnitees in any action, suit or other proceedings as a result thereof.
9. **INSURANCE:** During the term of this Agreement, the Consultant shall maintain:
- a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence / \$2,000,000 aggregate. In the event the Consultant/Vendor will be working directly with students, sexual misconduct must be included in the general liability coverage.  
 Certificate of General Liability Insurance **and** Additional Insured Endorsement is attached.
  - b. Automobile liability insurance in the following amounts:  
\$1,000,000 per occurrence where students, parents, volunteers or employees will **not** be transported; **OR**  
\$5,000,000 per occurrence when students, parents, volunteers or District employees **will be** transported.  
 Certificate of Auto Liability for \$1,000,000 per occurrence is attached. Consultant certifies it will NOT be transporting anyone on behalf of the District. **OR**  
 Certificate of Auto Liability for \$5,000,000 per occurrence, **and** Additional Insured Endorsement is attached. Consultant will be transporting students, parents, volunteers, and/or employees of the District.
  - c. Professional liability insurance in an amount not less than \$1,000,000, **if Consultant has a special or professional license (e.g., nurse, doctor, therapist, dentist, engineer); \$2,000,000 aggregate**  
 Certificate of Professional Insurance is attached.
  - d. Educators' Legal Liability insurance for any Consultant providing daycare, afterschool programs, and/or recreational activities for an amount not less than \$1,000,000;  
 Certificate of Educators' Legal Liability is attached.
  - e. Workers' Compensation as required under California law with statutory limits and Employers' Liability limits of \$1,000,000 per disease or accident. The workers' compensation policy shall be endorsed with a subrogation waiver in favor of the District for all work performed by the Consultant, its employees, and agents.  
 Workers' Compensation Insurance Certificate is attached, **OR**  
 Sole Proprietor / NO Workers' Compensation Insurance is required. **BUT** must attach a letter stating that they are either the owner or a partner and are exempt from having to provide workers' compensation because they have no employees.
  - f. Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of

electronic data, intentional and/or unintentional release of private data, alteration of electronic data, extortion and network security. Coverage is required only if (1) products or services related to information technology for hardware or software are provided to the District and (2) if Consultant has access to personally identifiable information of the District through the provision of such technology-related products or services.

\_\_\_\_\_ Certificate of Cyber Liability is attached.

- g. Sexual Abuse and Molestation (SAM) Insurance with limits of not less than \$2,000,000 for each occurrence and an annual aggregate of at least \$4,000,000.

\_\_\_\_\_ Certificate of SAM Liability is attached.

Consultant shall maintain such insurance coverage, in the amounts set forth above, unless otherwise agreed in writing by the District. If the Consultant maintains higher limits than the minimum shown above, the District requires and shall be entitled to coverage at the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

The Consultant shall provide certificates of insurance and additional insured endorsements indicating applicable insurance coverages within ten (10) days of the effective date of this Agreement, **NAMING THE DISTRICT AS ADDITIONAL INSURED with the endorsement on form CG20101185 or equivalent as determined by the District. The certificate holder shall be listed as Beaumont Unified School District, its Board, officers, agents, employees, and volunteers. The insurance certificates and/or the endorsements shall state that the policies shall be primary and shall not contribute to any insurance policy of the District.** Insurance certificates shall be mailed to the Purchasing Department, 350 W. Brookside Ave., Beaumont, CA 92223. Coverage shall not be cancelled except with notice to the District.

**Please note: If assistance is needed concerning insurance requirements, please contact the Risk & Safety Management Department at (951) 845-1631, with a brief description and the cost of service that will be performed prior to submitting contract to purchasing.**

10. **COMPLIANCE WITH LAW/CONFIDENTIALITY:** The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies, ordinances, and workers' compensation laws. All agreement provisions required by law shall be deemed incorporated into this Agreement. Consultant will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Consultant, or divulge, disclose, or communicate in any manner any information that is proprietary to the District or protected from disclosure by law (such as student records). Consultant will protect such information and treat it as strictly confidential. The provisions of this Section 13 shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Consultant will return to the District all student records, other records, notes, documentation, and other items that were used, created, or controlled by Consultant during the term of this Agreement. The Consultant represents and warrants it does not have any potential, apparent, or actual conflict of interest relating in any way to this Agreement.
11. **RECORD RETENTION:** The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g., hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect, and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the Government Code.
12. **DELEGATEABILITY:** This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
13. **INTEGRATION:** This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written agreements.
14. **JURISDICTION:** This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in Riverside County, California.
15. **CRIMINAL RECORDS CHECK:** Consultant shall contemporaneously execute, as a part of this Agreement, the attached "Certification by Consultant Criminal Records Check" form and submit it to the District if Consultant or Consultant's employees **will** be working individually with students unsupervised.

16. **STUDENT DATA PRIVACY:** If Consultant will provide technology services that involve the digital access, use, storage or management of pupil records, then Consultant must complete and attach a student data privacy certification for compliance with Education Code section 49073.1. The student data privacy certification is available through the District. Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a District employee. Consultant shall fully comply with all applicable privacy requirements and laws including, without limitation, compliance with the Federal Family Educational Rights and Privacy Act of 1974 (“FERPA”) and the Health Insurance Portability and Accountability Act (HIPAA) and/ or the Privacy Act Code of Federal Regulations (CFR 42, Part 2.)

**IN WITNESS THEREOF,** the parties hereunto have subscribed to this Agreement, including the Agreement documents listed below:

- Scope of Work/Proposal/Quote/Estimate
- Insurance Documentation
- Certification by Consultant Criminal Records Check (required if working with students)
- W-9 form (company name must be same as the Consultant)
- Professional License (if license is required to render services)
- Other:

In signing this Agreement, the District representative acknowledges that he/she has no direct or indirect financial interest in the Consultant, nor does he/she have any knowledge of any District employee involved in selection of the Consultant having any direct or indirect financial interest in the Consultant or the Agreement, such that a prohibited conflict of interest exists.

Authorized representatives of the parties have executed this Agreement as indicated below.

**CONSULTANT:**

**DISTRICT:**

Connect4Kids Psychological Services

Beaumont Unified School District  
350 W. Brookside Avenue  
Beaumont, CA 92223

Name

2235 Encinitas Blvd., Ste 108, Encinitas, CA 92024

Address, City, State and Zip

 03/04/25  
Signature Date

\_\_\_\_\_  
Signature Date

Crystal Bejarano Psy.D Executive Director

Carmen Ordonez, Director of Fiscal Services

\_\_\_\_\_  
Signer's Full Name and Title

\_\_\_\_\_  
Signer's Full Name and Title

(858) 798-9900

Phone

office@connect4kids.org

Email

**CERTIFICATION BY CONSULTANT  
CRIMINAL RECORDS CHECK  
AB 1610, 1612 and 2102**

*(Note: Document must be completed and signed whenever an individual is in proximity to students during services being provided to the District.)*

To the Board of Trustees of Beaumont Unified School District:

I, Connect4kids Psychological Services (Consultant) certify that:  
Name of Consultant

1. I have carefully read and understand the provisions and requirements set forth in Education Code Section 45125.1.
2. Due to the nature of the work, I will be performing for the District, my employees may have contact with students of the District.
3. Pursuant to Education Code section 45125.1, Consultant has conducted criminal background checks by submitting fingerprints of Consultant and all its employees (which includes any sole proprietor as used in this form) providing services to the Beaumont Unified School District pursuant to the Agreement dated March 26, 2025 to the California Department of Justice, and certifies that none have been convicted of any felony specified in Education Code section 45122.1. Consultant shall immediately provide any subsequent arrest and conviction information to the District. Consultant shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of any felony specified in Education Code section 45122.1. Attached hereto, as Exhibit "A", is a list of employees of the undersigned who may come in contact with pupils.

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

Executed at Encinitas, California on 03/04/2025  
Date

  
Signature

Crystal Bejarano, Psy.D

Typed or printed name

Executive Director

Title

2235 Encinitas Blvd., Ste. 108, Encinitas, CA 92024

Address, City, State and Zip

(858) 798-9900

Telephone

**EXHIBIT "A"**

List of Individuals Who May Come into Proximity with Students

**Name of Individual(s)** **State if Employee or Sub-Contractor**

Crystal Bejarano

Karen de Bie

Giniena Tan

Krystle Stadler

## BEAUMONT UNIFIED SCHOOL DISTRICT

### INSURANCE REQUIREMENTS

- General Liability**  
*With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.*
  
- (Check if Required) Automobile Liability** (If driving on District property)  
Including Hired & Non-Owned Auto Coverage,  
*\$1,000,000 per occurrence (Not transporting students),  
\$5,000,000 per occurrence (Transporting students), for bodily injury and property damage.*
  
- (Check if Required) Cyber Liability**  
*With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.*
  
- (Check if Required) Professional Liability**  
Only if providing specialty License: Doctor, Nurse, etc.  
*With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage. If you have a specialty license, a copy of the license is required.*
  
- (Check if Required) Sexual Abuse & Molestation / Misconduct Liability** (If potentially will be the only adult with pupil)  
*With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.*
  
- Workers Compensation / Employer's Liability** (Unless vendor has no employees)  
*California Statutory Benefits, plus  
With limits of not less than \$1,000,000 employer's liability for each accident, bodily injury by disease and bodily injury by accident.*

#### **Certificate Holder**

Beaumont Unified School District  
350 W. Brookside Ave.  
Beaumont, CA 92223

#### **Endorsements Required**

These endorsements are additional pages that must be attached to the certificate.

Must either name *Beaumont Unified School District, its Board, officers, agents and employees* or be a blanket endorsement applicable "when required by written contract or agreement".

Please Note: If assistance is needed on insurance requirements, please e-mail Risk Management with a brief description of service, cost of service, which will be performed prior to submitting contract.



## Connect4Kids Psychological Services Fee Schedule

Service	Fee Per Hour
<b>Psychoeducational Evaluation</b> Typically includes: records review, parent interview, school observation, 2-3 days testing, scoring and report generation, IEP participation (1 hour)	\$225/hr not to exceed \$6000
<b>Neuropsychological Evaluation</b> Typically includes: records review, parent interview, school observation, 3-4 days testing, scoring and report generation, IEP participation (1 hour)	\$250/hr not to exceed \$6800
<b>Functional Behavioral Assessment</b> Typically includes: records review, parent interview, teacher/staff interview(s), 3-5 hours of direct observation/data collection, review of district data available, scoring and report generation, IEP participation (1 hour)	\$250/hr not to exceed \$4500
<b>Educationally-based Mental Health Evaluation</b> Typically includes: records review, parent interview, school staff interview, school observation, 1 day testing, scoring and report generation, IEP participation (1 hour)	\$250/hr not to exceed \$4000
<b>Post-Secondary Transition Assessment</b> Typically includes: records review, parent interview, school staff interview, school observation, 1 day testing, scoring and report generation, and one hour IEP participation	\$225/hr not to exceed \$3000
<b>Related Services Independent Evaluation/Special Circumstance Independent Assessment</b> Typically includes: records review, parent interview, school staff interview, school observation, rating scale/scoring and report generation, IEP participation (1 hour)	\$250/hr not to exceed \$3500
<b>Expert Witness</b> Typically includes: records review, preparation with legal counsel, and testimony	\$300/hr testimony and preparation* \$250/hr records review*

\* Billed in 15 minute increments.

For evaluations completed outside of the Orange, Riverside, and San Diego counties, additional travel expenses may apply. Drive time is \$75/hr for locations outside of San Diego and Orange Counties. Reasonable travel costs for out of region/state evaluations including travel (i.e. airfare, car rental, lodging, and meals).

Updated 2025



# BEAUMONT UNIFIED SCHOOL DISTRICT

## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

**THIS AGREEMENT** (“Agreement”) is made effective on March 26, 2025 (date) by and between Haynes Family of Programs hereafter called “Consultant,” and the **Beaumont Unified School District**, hereafter called “District.”

### RECITALS

- A. In accordance with Government Code section 53060, the District desires to obtain special professional services and advice regarding accounting, administrative, economic, engineering, financial, legal and or other professional services, as provided in this Agreement.
- B. The Consultant is specially trained, experienced, qualified, competent and authorized under State and Federal law, as applicable, to provide the special services and advice required by the District, and to the extent required by any applicable laws, Consultant has all licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such Services as are called for under this Agreement.

Accordingly, the parties agree with the above and as follows:

### AGREEMENT

- 1. In consultation and cooperation with the District, the Consultant shall provide the professional services described herein (the “Services”) consistent with acceptable industry standards or better. The Services are described in further detail:

- In the Scope of Work, attached.
- In the Proposal/Quote/Estimate, attached:

Any attachment to this Agreement is incorporated herein and made a part of this Agreement only as to the services and responsibilities of the Consultant. All other portions of any attachment to this Agreement shall not be incorporated or made a part of this Agreement unless agreed upon in writing by the District. In the event of any conflict, inconsistency, or ambiguity between the language in this Agreement and any attachment incorporated herein, the language and provisions in this Agreement will govern, be interpreted in favor over any attachment, and take precedence over any attachment.

The District will prepare and furnish the Consultant upon request such existing information as is necessary for the performance of Services by the Consultant. The Consultant shall provide its own equipment, vehicle, materials, supplies, food, incidentals, tools, etc., which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.

- 2. **TERM:** The term of this Agreement shall begin on March 26, 2025 and terminate automatically on June 30, 2025, unless terminated earlier by either party as provided in this Agreement. The District’s termination of the Agreement shall in no way affect Consultant’s obligation to hold harmless and indemnify the District in accordance with Section 9 below.
- 3. **PAYMENT SCHEDULE:** Consultant shall furnish to the District the Services at a rate of \$ N/A per hour, for a total cost not to exceed \$ 25,000.00 --or-- for a lump sum of \$ N/A --or-- per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services and receipt of an approved invoice. (A rate sheet may be attached and incorporated into this Agreement.) It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total “not-to-exceed” or lump sum amounts authorized under this Agreement. The total “not-to-exceed”, or lump sum amounts, and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile, workers’ compensation (as required by law), professional negligence, and general liability insurance, etc., materials, supplies, and taxes.

4. **WORK PRODUCT OWNERSHIP:** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials (collectively, the “Work Product”) produced by Consultant under this Agreement shall be the sole and exclusive property of District. No Work Product produced, either in whole or in part, under this Agreement shall be subject to private use, copyright, or patent by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer, and use copyright or patent any Work Product produced by Consultant under this Agreement. Upon request, the Consultant shall sign all documents necessary to confirm or perfect the exclusive ownership of the District to the Work Product. No consultant, firm, or corporation may use the District logo without pre-approval from the Superintendent.
5. **AGREEMENT AMENDMENT/MODIFICATION:** Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes and may require additional Board approval:
  - a. Increase dollar amounts;
  - b. Effect administrative changes;
  - c. Effect other changes as required by law; and
  - d. Term of agreement.

**Amendments require Purchasing’s approval and will not be paid until approval (signature) is received. If you need assistance with this matter, please contact the Purchasing Department at (951) 845-1631.**

6. **INDEPENDENT CONTRACTOR:** The Consultant is an independent contractor and will perform the Services as an independent contractor and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the Consultant or between the District and any of Consultant’s agents or employees. Consultant is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any Services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the District’s employees, including but not limited to, permanent status, health insurance benefits, sick leave, paid vacation, or any other employee benefit. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes and that the District will not withhold federal or state income tax deductions from payments made to Consultant under this Agreement. Consultant must provide District with his/her Social Security Number or Taxpayer ID number. District will provide Consultant and the Internal Revenue Service (“IRS”) with a statement of earnings at the conclusion of each calendar year as required by the IRS.
7. **TERMINATION:**
  - a. The District may terminate this Agreement for cause upon seven (7) days’ written notice in the event of substantial failure of performance or material breach by Consultant including bankruptcy, insolvency, or the filing of a general assignment for the benefit of creditors by Consultant. In the event a termination for cause under this paragraph is determined to have been made wrongfully by the District or without cause, then the termination shall be treated as a termination for convenience in accordance with the paragraph below, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.
  - b. The District may, at any time and for any reason, suspend performance by the Consultant or terminate this Agreement for the District convenience upon ten (10) days’ written notice to Consultant, and compensate Consultant only for Services satisfactorily rendered to the date of such suspension or termination for convenience. In addition, and notwithstanding anything to the contrary contained in this Agreement, due to the current budget crisis and the fiscal constraints under which the District operates, the District may terminate the Agreement at any time without penalty, cost, or damages of any kind. The District’s termination of the Agreement shall in no way affect Consultant’s obligation to hold harmless and indemnify the District in accordance with Section 9. Written notice by the District shall be sufficient to suspend or terminate any further performance of Services by the Consultant under this paragraph. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three (3) days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District all Work Product in progress or completed to date including any reports, drafts, electronic information, or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block on the last page of this Agreement. Facsimile or electronic mail notices shall be accepted.

8. **HOLD HARMLESS:** To the fullest extent permitted by law, Consultant agrees to and shall hold harmless, defend, and indemnify the Beaumont Unified School District, its Board, officers, agents, employees, and volunteers (collectively, "Indemnitees") from every claim or demand made and every liability, loss, damage, expense, or cost of any nature whatsoever, which may be incurred, arising out of:
- a. Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's sub consultant's employees arising out of Consultant's Services under this Agreement; and
  - b. General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by Consultant or any person, firm or corporation employed by the Consultant related to, founded upon or in connection with this Agreement, except for liability resulting from the sole or active negligence, or willful misconduct of Indemnitees; and
  - c. Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of Consultant, or any person, firm or corporation employed by Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including Indemnitees, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of Indemnitees.
  - d. Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against Indemnitees on account of or founded upon any of the causes, damages or injuries identified in this Section 9 and shall pay or satisfy any judgment that may be rendered against Indemnitees in any action, suit or other proceedings as a result thereof.
9. **INSURANCE:** During the term of this Agreement, the Consultant shall maintain:
- a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence / \$2,000,000 aggregate. In the event the Consultant/Vendor will be working directly with students, sexual misconduct must be included in the general liability coverage.  
 Certificate of General Liability Insurance **and** Additional Insured Endorsement is attached.
  - b. Automobile liability insurance in the following amounts:  
\$1,000,000 per occurrence where students, parents, volunteers or employees will **not** be transported; **OR**  
\$5,000,000 per occurrence when students, parents, volunteers or District employees **will be** transported.  
 Certificate of Auto Liability for \$1,000,000 per occurrence is attached. Consultant certifies it will NOT be transporting anyone on behalf of the District. **OR**  
\_\_\_\_\_ Certificate of Auto Liability for \$5,000,000 per occurrence, **and** Additional Insured Endorsement is attached. Consultant will be transporting students, parents, volunteers, and/or employees of the District.
  - c. Professional liability insurance in an amount not less than \$1,000,000, **if Consultant has a special or professional license (e.g., nurse, doctor, therapist, dentist, engineer); \$2,000,000 aggregate**  
 Certificate of Professional Insurance is attached.
  - d. Educators' Legal Liability insurance for any Consultant providing daycare, afterschool programs, and/or recreational activities for an amount not less than \$1,000,000;  
\_\_\_\_\_ Certificate of Educators' Legal Liability is attached.
  - e. Workers' Compensation as required under California law with statutory limits and Employers' Liability limits of \$1,000,000 per disease or accident. The workers' compensation policy shall be endorsed with a subrogation waiver in favor of the District for all work performed by the Consultant, its employees, and agents.  
 Workers' Compensation Insurance Certificate is attached, **OR**  
\_\_\_\_\_ Sole Proprietor / NO Workers' Compensation Insurance is required. **BUT** must attach a letter stating that they are either the owner or a partner and are exempt from having to provide workers' compensation because they have no employees.
  - f. Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of

electronic data, intentional and/or unintentional release of private data, alteration of electronic data, extortion and network security. Coverage is required only if (1) products or services related to information technology for hardware or software are provided to the District and (2) if Consultant has access to personally identifiable information of the District through the provision of such technology-related products or services.

\_\_\_\_\_ Certificate of Cyber Liability is attached.

- g. Sexual Abuse and Molestation (SAM) Insurance with limits of not less than \$2,000,000 for each occurrence and an annual aggregate of at least \$4,000,000.

\_\_\_\_\_ Certificate of SAM Liability is attached.

Consultant shall maintain such insurance coverage, in the amounts set forth above, unless otherwise agreed in writing by the District. If the Consultant maintains higher limits than the minimum shown above, the District requires and shall be entitled to coverage at the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

The Consultant shall provide certificates of insurance and additional insured endorsements indicating applicable insurance coverages within ten (10) days of the effective date of this Agreement, **NAMING THE DISTRICT AS ADDITIONAL INSURED with the endorsement on form CG20101185 or equivalent as determined by the District. The certificate holder shall be listed as Beaumont Unified School District, its Board, officers, agents, employees, and volunteers. The insurance certificates and/or the endorsements shall state that the policies shall be primary and shall not contribute to any insurance policy of the District.** Insurance certificates shall be mailed to the Purchasing Department, 350 W. Brookside Ave., Beaumont, CA 92223. Coverage shall not be cancelled except with notice to the District.

**Please note: If assistance is needed concerning insurance requirements, please contact the Risk & Safety Management Department at (951) 845-1631, with a brief description and the cost of service that will be performed prior to submitting contract to purchasing.**

10. **COMPLIANCE WITH LAW/CONFIDENTIALITY:** The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies, ordinances, and workers' compensation laws. All agreement provisions required by law shall be deemed incorporated into this Agreement. Consultant will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Consultant, or divulge, disclose, or communicate in any manner any information that is proprietary to the District or protected from disclosure by law (such as student records). Consultant will protect such information and treat it as strictly confidential. The provisions of this Section 13 shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Consultant will return to the District all student records, other records, notes, documentation, and other items that were used, created, or controlled by Consultant during the term of this Agreement. The Consultant represents and warrants it does not have any potential, apparent, or actual conflict of interest relating in any way to this Agreement.
11. **RECORD RETENTION:** The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g., hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect, and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the Government Code.
12. **DELEGATEABILITY:** This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
13. **INTEGRATION:** This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written agreements.
14. **JURISDICTION:** This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in Riverside County, California.
15. **CRIMINAL RECORDS CHECK:** Consultant shall contemporaneously execute, as a part of this Agreement, the attached "Certification by Consultant Criminal Records Check" form and submit it to the District if Consultant or Consultant's employees **will** be working individually with students unsupervised.

16. **STUDENT DATA PRIVACY:** If Consultant will provide technology services that involve the digital access, use, storage or management of pupil records, then Consultant must complete and attach a student data privacy certification for compliance with Education Code section 49073.1. The student data privacy certification is available through the District. Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a District employee. Consultant shall fully comply with all applicable privacy requirements and laws including, without limitation, compliance with the Federal Family Educational Rights and Privacy Act of 1974 (“FERPA”) and the Health Insurance Portability and Accountability Act (HIPAA) and/ or the Privacy Act Code of Federal Regulations (CFR 42, Part 2.)

**IN WITNESS THEREOF**, the parties hereunto have subscribed to this Agreement, including the Agreement documents listed below:

- Scope of Work/Proposal/Quote/Estimate
- Insurance Documentation
- Certification by Consultant Criminal Records Check (required if working with students)
- W-9 form (company name must be same as the Consultant)
- Professional License (if license is required to render services)
- Other:

In signing this Agreement, the District representative acknowledges that he/she has no direct or indirect financial interest in the Consultant, nor does he/she have any knowledge of any District employee involved in selection of the Consultant having any direct or indirect financial interest in the Consultant or the Agreement, such that a prohibited conflict of interest exists.

Authorized representatives of the parties have executed this Agreement as indicated below.

**CONSULTANT:**

**DISTRICT:**

Haynes Family of Programs

Beaumont Unified School District  
350 W. Brookside Avenue  
Beaumont, CA 92223

Name

P.O. Box 400 La Verne, CA 91750

Address, City, State and Zip

Daniel Maydeck 2/21/25  
Signature Date

Signature Date

Daniel Maydeck, President & CEO

Carmen Ordonez, Director of Fiscal Services

Signer's Full Name and Title

Signer's Full Name and Title

(909) 593-2581

Phone

cgregg@leyroyhaynes.org

Email

**CERTIFICATION BY CONSULTANT  
CRIMINAL RECORDS CHECK  
AB 1610, 1612 and 2102**

*(Note: Document must be completed and signed whenever an individual is in proximity to students during services being provided to the District.)*

To the Board of Trustees of Beaumont Unified School District:

I, Haynes Family of Programs, dba: STAR Academy (Consultant) certify that:  
Name of Consultant

1. I have carefully read and understand the provisions and requirements set forth in Education Code Section 45125.1.
2. Due to the nature of the work, I will be performing for the District, my employees may have contact with students of the District.
3. Pursuant to Education Code section 45125.1, Consultant has conducted criminal background checks by submitting fingerprints of Consultant and all its employees (which includes any sole proprietor as used in this form) providing services to the Beaumont Unified School District pursuant to the Agreement dated March 26, 2025 to the California Department of Justice, and certifies that none have been convicted of any felony specified in Education Code section 45122.1. Consultant shall immediately provide any subsequent arrest and conviction information to the District. Consultant shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of any felony specified in Education Code section 45122.1. Attached hereto, as Exhibit "A", is a list of employees of the undersigned who may come in contact with pupils.

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

Executed at La Verne, California on 2/21/25

DocuSigned by  
  
 00810EFAC5404F8...  
 Signature

**Daniel Maydeck**

Typed or printed name

**President & CEO**

Title

**P.O. Box 400 La Verne, CA 91750**

Address, City, State and Zip

**(909) 593-2581**

Telephone

**EXHIBIT "A"**

List of Individuals Who May Come into Proximity with Students

**Name of Individual(s)** **State if Employee or Sub-Contractor**

Trina Brown, SLP, Sub-Contractor

**BEAUMONT UNIFIED SCHOOL DISTRICT**

**INSURANCE REQUIREMENTS**

- General Liability**  
*With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.*
  
- (Check if Required) Automobile Liability (If driving on District property)**  
Including Hired & Non-Owned Auto Coverage,  
*\$1,000,000 per occurrence (Not transporting students),  
\$5,000,000 per occurrence (Transporting students), for bodily injury and property damage.*
  
- (Check if Required) Cyber Liability**  
*With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.*
  
- (Check if Required) Professional Liability**  
Only if providing specialty License: Doctor, Nurse, etc.  
*With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage. If you have a specialty license, a copy of the license is required.*
  
- (Check if Required) Sexual Abuse & Molestation / Misconduct Liability (If potentially will be the only adult with pupil)**  
*With limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 for bodily injury and property damage.*
  
- Workers Compensation / Employer's Liability (Unless vendor has no employees)**  
*California Statutory Benefits, plus  
With limits of not less than \$1,000,000 employer's liability for each accident, bodily injury by disease and bodily injury by accident.*

**Certificate Holder**

Beaumont Unified School District  
350 W. Brookside Ave.  
Beaumont, CA 92223

**Endorsements Required**

These endorsements are additional pages that must be attached to the certificate.  
Must either name *Beaumont Unified School District, its Board, officers, agents and employees* or be a blanket endorsement applicable "when required by written contract or agreement".

Please Note: If assistance is needed on insurance requirements, please e-mail Risk Management with a brief description of service, cost of service, which will be performed prior to submitting contract.

# S.T.A.R. Academy – NPA/NPS Rate Sheet 2024-2025

All services are provided by fully credentialed and/or licensed professionals

<b>Compensatory Services***</b>	<b>Rate</b>
Supplemental Academic Services (SAS) or Transition Services	\$95 Per Hour
Occupational Therapy	\$170 Per Hour
Language and Speech Services (LAS)/Therapy	\$170 Per Hour
ERICS – ERHMS Counseling	\$150 Per Hour
Parent Training	\$150 Per Hour
Educational Counseling (1:1)	\$150 Per Hour

**\*School District and Parent/Guardian will receive a final Summary Report upon completion of each authorized compensatory service/contracted hours. Summary reports will be provided and billed on the last hour/session for each student's services. Service authorizations over 30 hours will include quarterly progress reports.**

<b>IEP-Based Services/Interim Placement**</b>	<b>Rate</b>
Home Instruction/Resource Specialist Program (RSP) Services - SAI	
SAS/SAI – Direct Service (5 or more hours per week)	\$125 Per Hour
SAS/SAI - RSP – Direct Service (Less than 5 hours per week)	\$125 Per Hour
Prep/IEP: Includes updating goals progress, program planning, and IEP attendance Allocation: 1 hour for every 5 hours of direct service allocated	\$125 Per Hour
Occupational Therapy (OT)	\$170 Per Hour
OT - Prep/IEP Bundle Includes updating goals progress, program planning, and IEP attendance (10 hours per year)	\$170 Per Hour
Physical Therapy (PT)	\$170 Per Hour
PT - Prep/IEP Bundle Includes updating goals progress, program planning, and IEP attendance (10 hours per year)	\$170 Per Hour
Language and Speech Services/Therapy (LAS)	\$170 Per Hour
LAS - Prep/IEP Bundle Includes updating goals progress, program planning, and IEP attendance (10 hours per year)	\$170 Per Hour
ERICS – ERHMS Counseling	\$150 Per Hour
ERICS - Prep/IEP Bundle Includes updating goals progress, program planning, and IEP attendance (10 hours per year)	\$150 Per Hour
<b>IEP-Based Services Assessments</b>	<b>Rate</b>
Adapted PE – Review of Records	\$600 Per evaluation
Adapted PE – Triennial Assessment	\$1000 Per evaluation
ERHMS/ERICS/DIS Counseling – Review of Records	\$600 Per evaluation
ERHMS/ERICS/DIS Counseling – Triennial Assessment	\$1000 Per evaluation
Language and Speech Assessment – Review of Records	\$600 Per evaluation
Language and Speech Assessment – Triennial Assessment	\$1000 Per evaluation
Occupational Therapy – Review of Records	\$600 Per evaluation
Occupational Therapy – Triennial Assessment	\$1000 Per evaluation
Physical Therapy Assessment – Review of Records	\$600 Per evaluation
Physical Therapy Assessment – Triennial Assessment	\$1000 Per evaluation
SAS - Triennial Assessment –Comprehensive Academic Assessment	\$600 Per evaluation
SAS - Triennial Assessment – Review of Records	\$1000 Per evaluation

**\*\*Cancellation Policy (CC24) - If the school or parent does not provide 24 hours-notice of student’s absence to Haynes Family of Programs, we will automatically bill a minimum of 50% of scheduled hours. For example, if student’s services**

are scheduled from 9:30 am to 11:30 pm (2 hours), we will bill district of student's non-attendance/absence a minimum of 1 hour

<b>Behavior Services – School/Home/Community Based Services**</b>	<b>Rate</b>
Behavior Intervention Development (BID) – To Accompany BII Services	
Supervision to Accompany BII Services (1 hour BID for every 5 hours of BII direct service allocated.)	\$135 Per Hour
Consultation with IEP Team/Parent	\$135 Per Hour
Program Development/Training	\$135 Per Hour
Behavior Intervention Implementation (BII)	
1:1 School/Community	\$90 Per Hour
Transportation	\$90 Per Hour
Behavior Intervention Development (BID) – Social Skills	
Social Skills with BCBA (16 – 2 Hour sessions; 2 hours BID Programing)	\$135 Per Hour

**\*\*Cancellation Policy (CC24) - If the school or parent does not provide 24 hours-notice of student's absence to Haynes Family of Programs, we will automatically bill a minimum of 50% of scheduled hours. For example, if student's services are scheduled from 9:30 am to 11:30 pm (2 hours), we will bill district of student's non-attendance/absence a minimum of 1 hour**

<b>Staff Training – Behavior</b>	<b>Rate</b>
Behavior Intervention Fundamentals – Group (Max 20 participants)	\$1500 flat rate
Behavior Intervention Plan – BIP Student Specific	
Individual (e.g. 1:1 aide training/teacher) includes observation, training, and follow-up	\$1000 per student
Group (e.g. IEP Team) includes observation, training, and follow-up	\$1500 per student

<b>Assessments – Initials and IEEs</b>	<b>Rate</b>
Adapted PE Assessment	\$1950 Per evaluation
ERHMS Assessment	\$2050 Per evaluation
Language and Speech Assessment	\$2050 Per evaluation
Language and Speech Assessment - AAC Assessment (Check for Provider Availability)	\$2250 Per evaluation
Occupational Therapy Assessment	\$2050 Per evaluation
Occupational Therapy Assessment – AT Assessment (Check for Provider Availability)	\$2250 Per evaluation
Physical Therapy Assessment	\$2050 Per evaluation
Transition Assessment	\$1850 Per evaluation
Functional Behavioral Assessment – One Location (School or Home)	\$2750 Per evaluation
Functional Behavioral Assessment – Two Locations (School & Home)	\$3000 Per evaluation
Functional Behavioral Assessment with 1:1 Aide Determination (School Based)	\$2750 Per evaluation
Psycho Educational Assessment – Initial	\$3000 Per Evaluation
Psycho Educational Assessment – IEE	\$3750 Per Evaluation
Dyslexia/ Dysgraphia Evaluation	\$2375 Per Evaluation
Targeted Evaluation - one area of concern- preschool transition social-emotional, academic, adaptive behavioral	\$2050 Per evaluation
Rush Fee (Less than 30 days)	\$750 per evaluation

**\*\*\*Mileage will be billed for assessments in excess of 100 miles for providers location**

# CIMI Toyon Bay Agreement

GUIDED DISCOVERIES, INC.

Agreement #100-30656

This Contract was created February 12, 2025

## PROGRAM AGREEMENT

This CIMI Toyon Bay Agreement (this "Agreement"), dated as of 26th day, March, 2025 (the "Agreement Date") is entered into by and between Beaumont School District ( Summerwind Trails) ("Group") and Guided Discoveries, Inc. ("GDI").

WHEREAS, GDI operates CIMI Toyon Bay ("CAMP Program") at the camp site located at Catalina Island ("Site"); and

WHEREAS, Group desires to participate in the CIMI Toyon Bay Program on the dates set forth herein and upon the terms and conditions set forth below.

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

**1. PROGRAM DATES:** The program dates for Group's participation in the CIMI Toyon Bay Program (the "Program Dates") shall be Wednesday, September 17, 2025 (the "Arrival Date") through Friday, September 19, 2025 (the "Departure Date").

### 2. SCHOOL PARTICIPANTS:

- i. Minimum Enrollment. Group must enroll at least sixteen (16) students and two (2) adult chaperones ("Chaperones"), of which one may be the Group Leader, to participate in the CAMP Program ("Minimum Enrollment"). If Group does not enroll to Minimum Enrollment, Group will be responsible for the full minimum tuition of the minimum enrollment (i.e. the applicable price for 16 students and 2 chaperones).
- ii. Activity Groups. GDI will assign students to CAMP Program Groups ("Program Groups") of no more than sixteen (16) students per Program Group, with at least one (1) designated Chaperone per Program Group. Additional Chaperones may be enrolled if space provides, and/or adult to student ratio is required beyond the limits of this Agreement. Group must ensure that Chaperones are able to supervise any and all genders.
- iii. Group Leader. In addition to the Chaperones designated to Program Groups, Group must designate one (1) additional Chaperone for the CAMP Program as the Group leader ("Group Leader") who will be available to supervise students but will not be assigned to any Program Group. Group Leader will not be charged tuition.
- iv. Estimated Participants. As of the Effective Date (as defined below), the number of estimated students and Chaperones that Group will enroll for the Program Dates is: 69 students and 6 Chaperones (collectively, the "Estimated Participants.")

### 3. PROGRAM COSTS:

- i. Program Fees. Group shall pay GDI the following rates for the CIMI Toyon Bay Program (the "Program Fees"): (i) \$385.00 per student participant; (ii) \$0 for the Group Leader; (iii) \$192.50 for the Chaperone assigned to each Program Group; and (iv) for any additional Chaperones.

ii. Other Fees. Group shall pay GDI for additional fees incurred in connection with hosting the Camp Program, such as (but not limited to) commercially reasonable fees for: (i) Night Dive; (ii) Lunch on Arrival; (iii) loss of Deposit (i.e. the deposit amount applicable to the reduced participants); (iv) Cancellation Fees; (v) Any other incurred fees outside the scope of this Agreement, that may result in GDI incurring costs (boat transfer to/from Avalon, etc.). These fees will be included on the Final Invoice (as defined below).

#### 4. HOLD PERIOD; DEPOSIT; EFFECTIVE DATE:

i. Deposit Due Date. Group shall deliver to GDI a signed copy of this Agreement (including confirmation of the number of Estimated Participants) along with the Deposit (as defined below).

ii. Hold Period. GDI shall hold space in the CAMP Program for the Estimated Participants of Group during the Program Dates for thirty (30) days after the Deposit Due Date (the "Hold Period"). If Group does not deliver to GDI a signed copy of this Agreement (including confirmation of the number of Estimated Participants) together with the full Deposit (as defined below) within the Hold Period, then GDI shall have the right to terminate this Agreement upon written notice to Group, at which point this Agreement shall have no further force or effect.

iii. Payments. To secure Group's enrollment in the CIMI Toyon Bay Program, Group shall pay GDI a Deposit as follows by check or ACH/Wire transfer of immediately available funds. Credit Card payments are available, but Group will be assessed a 3.5% transaction fee. GDI will not accept prepayment for Final Balance.

Deposit: \$4,810.00.

Final Payment: Within 30 days following the Departure Date, GDI shall deliver to Group a Final Invoice ("Final Invoice") for the balance of Program Fees and Other Fees due under this Agreement ("Final Payment"). The Final Payment shall be due, in immediately available funds, no later than thirty (30) days after the Departure Date. It is the signatory's obligation to submit this invoice to the department, district, or administrator who is responsible for releasing funds. Delayed payment of your final balance may impact your ability to reserve dates in the future.

Late Fees: If the Final Payment, in immediately available funds, is not received by GDI within thirty (30) days after the Departure Date, GDI shall have the right to charge a ten percent (10%) late fee on the Final Payment amount, which fee may be compounded monthly until the outstanding balance is paid in full.

iv. Effective Date. The date on which GDI has received both (i) a copy of this Agreement signed by an authorized representative of Group; and (ii) the Deposit in full, shall be the effective date of this Agreement (the "Effective Date").

5. ADJUSTMENT PERIOD, CANCELLATION; CHANGES AFTER ADJUSTMENT DATE: Any changes that Group desires to make to the number of Estimated Participants after the Effective Date must be communicated to GDI promptly, in writing (letter or email), with confirmation of receipt.

i. Adjustment Period. Group shall have the ability to increase or decrease the Estimated Participants, with GDI written confirmation, on, or before Thursday, June 19, 2025 ("Adjustment Date"). Any additional Deposit amounts will be due along with a signed copy of the Adjustment Addendum (as hereinafter defined). Any Deposit amounts credited to Group will be shown on Final Invoice.

ii. Cancellation. Group shall be permitted to cancel this Agreement and Group's participation in the CAMP Program only if (i) it notifies GDI of such cancellation prior to Arrival Date, and (ii) the Cancellation Addendum is fully

executed by Group and GDI. In the event of cancellation within thirty (30) days of the Deposit Due Date ("Free Adjustment Period"), GDI shall refund or rollover all the Deposit in full and Group shall have no further payment obligations under this Agreement. In the event of cancellation any time after the Free Adjustment Period, the entire Deposit shall be forfeited to GDI, subject to extension of the Free Adjustment Period for force majeure events. In the event of cancellation within thirty (30) days and up to the day before the Departure Date, Group shall incur an additional cancellation fee of \$50 per Participant, in addition to the loss of Deposit.

- iii. Reductions. If Group notifies GDI of a request to reduce the number of Group participants before the Adjustment Date, Group shall be permitted to request that GDI reduce the number of Estimated Participants without penalty and the total Program Fees shall be reduced accordingly. Any reductions of Estimated Participants (communicated to GDI after the Adjustment Date and up to thirty-one (31) days prior to Departure Date (regardless of the size of the reduction), shall be subject to loss of Deposit. Any reductions of Estimated Participants (communicated to GDI between thirty (30) days prior to and up to the day before Departure Date, shall incur an additional \$50 fee per Participant, in addition to loss of Deposit. Upon arrival to camp, any reduction in Estimated Participants shall incur an additional \$100 fee per reduced Participant, in addition to loss of Deposit. Fall Groups (dates between August 20th and December 31st), will not be subject to a Loss of Deposit for reducing the estimated participants up to ten percent, after the Adjustment Date and up to 31 days prior to Departure Date. Any reductions beyond the ten percent will be subject to loss of Deposit and any other fees. GDI will use the contracted Estimated Participants at the Adjustment Date for calculating the ten percent allowance.
- iv. Increases. Group may request increases to the number of Estimated Participants which may or may not be granted by GDI in its sole discretion. Any such increases shall be billed at the full rate for the applicable Program Fees and Other Fees. Additional Deposit amounts will be due at the time of increasing the number of Estimated Participants.

## **6. TRANSPORTATION:**

### For travel to Catalina:

GDI contracts with Catalina Classic Cruises, a third party independent contractor, for transportation to and from our Catalina Island locations. Unless otherwise agreed to in writing, the cost of Group transportation between the Catalina Classic boat terminal and Site shall be paid for by GDI out of the Group's Program Fees. Any special transportation arrangements for Group on Catalina Island may result in additional charges, all at Group's sole cost and expense. Group shall be responsible, at its sole cost and expense independent from the Program Fees, for all transportation to/from the Catalina Classic Cruises boat terminal. Group assumes the risk of any liability resulting from transportation to or from Catalina Classic Cruises Terminal.

### For travel to AstroCamp:

The drive to AstroCamp can be subject to snow, rain and poor road conditions. Please always check conditions through Caltrans and be prepared for alternate routes or instructions. Drivers should know how to apply snow chains and drive under these circumstances. Chains or snow tires must accompany your group in case the local authorities will require them.

## **7. ADDITIONAL OBLIGATIONS OF GROUP:**

- i. Supervision. GDI shall provide Group with the "Chaperone Information" in the planning packet guide which contains program policies, guidelines, liability disclaimers, and suggestions for safety and fun. Prior to the Arrival Date, the Group Leader shall be responsible for (i) providing a copy and reviewing the Chaperone Information materials with the Chaperones and all other leaders from the Group and (ii) reviewing all guidelines contained in the Chaperone Information materials with all students participating in the CIMI Toyon Bay Program. Group agrees that all Chaperones (including the Group Leader) will be responsible for enforcing all guidelines and policies applicable to the CIMI Toyon Bay Program. Students who are not actively and directly involved in CIMI Toyon

Bay Program activities for health, personal, behavior or other reasons, must be supervised by a Chaperone. GDI shall not be responsible for supervision of any student who is not part of a CIMI Toyon Bay Program group or activity. Students may not be left unattended or unsupervised by Chaperones regardless of why the student is not participating in the CIMI Toyon Bay Program. Group assumes the risk of any liability resulting from failing to supervise its Students.

- ii. Medications. Group and its Chaperones shall be solely responsible for storing and dispensing any medications needed by Group participants during the Program Dates. GDI will provide storage for all medications at school's request. All medication must be managed and dispensed by Chaperones. Group assumes the risk of any liability resulting from storing and dispensing any such medications during the Program Dates.
- iii. Condition of Camp Facilities and Equipment. Group agrees to leave the Camp facilities and equipment as clean and orderly upon departure as they were upon arrival. Group participants will sleep within the buildings/dorms/cabins as assigned by GDI. Non-assigned buildings shall not be used by Group. No tents or camping are allowed on the beach or outside the designated areas. In order to determine the condition of the Camp facilities and equipment, representatives of Group and GDI shall conduct a walk-through inspection prior to the Departure Date to identify any damage, graffiti, vandalism, or breakage (beyond normal wear and tear). Following the walk-through inspection, GDI shall provide Group with a statement listing any charges for such damage and Group agrees to pay GDI for all such charges upon written demand therefor.
- iv. Special Requirements. Group shall notify GDI at least ninety (90) days prior to the Arrival Date if Group has any participants with special requirements (e.g., mobility, unusual transportation arrangements, etc.) to determine whether GDI believes it is feasible to accommodate the special requirement. GDI will endeavor to accommodate the Group's requests; however, some circumstances may not lend themselves to a rustic camping environment, and GDI makes no guarantee that requested accommodations will be possible.
- v. Personal Equipment. GDI provides all necessary equipment for the CIMI Toyon Bay Program; participants should not bring any personal equipment to Camp, outside of those items listed on the Packing List in the Teacher Planning Packet, which is typically delivered within six weeks of the trip. If any Group participants bring personal equipment to Camp, such personal equipment may only be used in accordance with GDI policies. Group hereby assumes all risk of loss or damage to, or injury or death resulting from, any personal equipment which any of its participants bring to Camp.
- vi. Photo Release. Group agrees to allow the benefit of GDI to use a participant's voice, image, appearance, and/or photograph for any lawful purpose, including publicity, illustration, advertising, social media, and Website content. Group understands that no royalty, fee or other compensation shall become payable to participant or Group for such use.
- vii. Compliance with CIMI Toyon Bay Program Terms and Conditions. Group shall comply, and shall ensure that all Group participants comply, with all the terms and conditions set forth on Exhibit A attached hereto (the "CIMI Toyon Bay Program Terms and Conditions"), which may be amended by GDI by delivery to Group of an amended Exhibit A prior to the Arrival Date. The CIMI Toyon Bay Program Terms and Conditions are hereby incorporated into this Agreement.

**8. DISMISSAL:** GDI reserves the right to remove any student or Chaperone from the CIMI Toyon Bay Program with or without Group's consent at any time. Reasons may include, but are not limited to, behavior or health issues. Students who are removed from CIMI Toyon Bay Program may also be required to leave Camp and return to the mainland and must be accompanied by parent or Chaperone of the Group. Removal of a student or Chaperone will be dealt with on a case-by-case basis in GDI's sole discretion, and any costs incurred by CIMI Toyon Bay in connection with such dismissal shall be reimbursed by Group within thirty (30) days' of receiving a written invoice for such costs.

**9. COMMUNICABLE DISEASES:** Any participant of the CAMP Program that shows symptoms of chicken pox, measles, or any other communicable disease, including COVID-19, may, in GDI's sole discretion, be restricted from Camp Program participation and sent home at the earliest opportunity. Please do not bring any sick students or chaperones to the Camp Program. Fevers, flu, and colds are just an example. This policy is in consideration of the affected person's comfort and the health and well-being of the remaining students and Camp Program staff. If a student or Chaperone is to be removed from the Site, GDI may prorate Program Fees for such affected participant(s), as GDI deems appropriate.

**10. INSURANCE REQUIREMENTS:** GDI agrees to maintain a policy of comprehensive general liability insurance covering the CIMI Toyon Bay Program operations during the Program Dates with policy limits of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate.

Group shall procure and maintain, for the duration of the Program Dates, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the rental of the facilities and the activities of the "Group", their guests, agents, representatives, employees, or subcontractors.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence, with no exclusion or sublimit for abuse or participant liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. GDI will be named as Additional Insured and endorsements evidencing primary coverage from the Group shall be provided along with a waiver of subrogation.

#### Accident Insurance

All participants other than employees shall be covered by accident insurance with a minimum of \$25,000 for accidental medical expense.

#### Workers Compensation

Group shall also maintain a Workers Compensation policy, including a waiver of subrogation.

Group shall provide GDI a certificate of such insurance no later than thirty (30) business days prior to arrival. Further, any such policy maintained by Group shall include a provision requiring no less than thirty (30) days' notice prior to any modification, cancellation, or expiration of such policy.

Waiver of Subrogation. GDI and Group agree to have their respective insurance companies issuing insurance waive any rights of subrogation that such companies may have against GDI or Group, as the case may be. As long as such waivers of subrogation are contained in their respective insurance policies, or would have been contained in such insurance policies had the responsible party used commercially reasonable efforts to obtain such waivers and such waivers are routinely and customarily available, GDI and Group hereby waive any right that either may have against the other on account of policies of insurance required to be carried or maintained pursuant to this Agreement. If either party fails to carry the amounts and types of insurance required to be carried by it, such failure shall be deemed to be a covenant and agreement by such party to self-insure with respect to the type and amount of insurance which such party so failed to carry, with full waiver of subrogation with respect thereto.

**11. INDEMNIFICATION:** Group shall indemnify, defend and hold harmless GDI and its affiliates, and their respective employees, officers, directors, representatives, agents, successors and assigns from and against any and all damages, liabilities, claims, costs, expenses and attorney fees (collectively, "Losses") if such Losses directly or indirectly arise

from or relate to the breach of any obligation of Group, its students, affiliates, invitees, licensees, agents, contractors, or Chaperones (collectively, "Group Parties") under this Agreement or any negligent or willful acts or omissions of the Group Parties while participating in, or in connection with, the CAMP Program.

**12. FORCE MAJEURE:** Neither party shall be liable to the other for failure to perform any of its non-monetary obligations under this Agreement during any time in which such performance is prevented by severe weather, fire, flood, or other natural disaster, pandemic, public health emergency, quarantine, communicable disease outbreak, war, embargo, riot, civil disobedience, or the intervention, requirements or order of any government authority, or any other cause outside of the reasonable control of the party so prevented, provided that such party uses its commercially reasonable best efforts to perform under this Agreement and provided further, that such party provides reasonable notice to the other party of such inability to perform. If a force majeure event prevents the CAMP Program from proceeding as scheduled, GDI will exercise its commercially reasonable efforts to reschedule the Group. If alternative dates are provided and agreed upon, an addendum to this Agreement, with new Program Dates will be executed. If Group cannot agree upon provided alternate dates, all other cancelation clauses will take effect. Information regarding payment and monetary obligations can be found in Section 4.

**13. AMENDMENT; WAIVER:** This Agreement sets forth the final and entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous courses of dealing, trade usage, agreements, understandings, and representations, whether oral or written, with respect thereto. This Agreement may only be modified by a written instrument duly executed by the parties. The failure or delay of any party to exercise any right, power or privilege under this Agreement or the failure to strictly enforce any breach or default, shall not constitute a waiver with respect to it. No waiver of any breach or default of the terms hereof shall (i) be effective unless in writing and signed by the waiving party or (ii) constitute a waiver of any other or future breach or default hereof.

**14. ASSIGNMENT; SUCCESSORS:** Group may not assign this Agreement or any of its rights or obligations hereunder to a third party without the prior written consent of GDI. The terms and provisions of this Agreement and the respective rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of the parties, their respective legal heirs, successors, permitted assigns, licensees, and legal representatives.

**15. GOVERNING LAW; ATTORNEYS' FEES:** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. Any lawsuit brought in connection with this Agreement shall be brought exclusively in the state or federal courts sitting in California, the parties hereto waiving any claim or defense that such forum is not convenient or proper. In the event of any legal action or other proceeding arising in connection with this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' costs and fees incurred by such party in such action or proceeding from the non-prevailing party, including any post-trial or appellate proceeding relating thereto.

**16. NOTICES:** All notices, requests and other communications hereunder shall be in writing and shall be delivered by courier or other means of personal service or sent by email or mailed by certified or registered mail. Such communications shall be deemed given on the date of actual receipt or delivery as evidenced by written receipt, acknowledgment or other evidence of actual receipt or delivery to the address and must be sent to the respective parties at the addresses set forth opposite their signatures to this Agreement (or at such other address for a party as shall be specified in a notice given in accordance with this Section).

**17. CHANGES:** If Group wishes to make any changes to the terms and definitions in this Agreement, Group may be responsible for any fees incurred by GDI counsel for reviewing and/or accepting changes. GDI reserves the right to change any items in this Agreement at any time, with notice to Group.

**18. ADDITIONAL AGREEMENTS:** If Group shall require any additional agreements to be made, outside of this Agreement, Group shall notify GDI on or before the Adjustment Date. This Agreement shall serve as the primary agreement between GDI and Group. If a conflict or inconsistency exists between the terms and provisions of this Agreement and the terms and provisions any additional agreements to be made outside of this Agreement, the terms and provisions of this Agreement shall control to the extent of any such conflict or inconsistency.

*[The Remainder of this Page is Intentionally Left Blank]*

*IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by an authorized representative as of the Effective Date.*

By:   
Name: Craig Turner  
Title: CEO

By: \_\_\_\_\_  
Name: Carmen Ordonez, Director of Fiscal Services  
Date: \_\_\_\_\_

Guided Discoveries, Inc.  
302 N. El Camino Real, #206  
San Clemente, CA 92672  
Email: schools@gdi.org  
Phone: (909) 625-6194  
Fax: (909) 625-7305

## Exhibit A

### CIMI Toyon Bay Program Terms & Conditions

1. General Safety. A CIMI Toyon Bay staff member will provide a safety orientation upon arrival. All requested Participants are required to attend this orientation and to comply with all safety requirements.
2. Background Checks and Adult to Youth Interactions: GDI recommends strongly to all Groups that adult leaders with access to youth undergo appropriate screening. Groups are advised to provide training to all adult leaders to minimize the potential of one-on-one camper-adult situations when out of sight of others. Groups shall indemnify GDI from and against any claims, losses, or liabilities resulting from Group's selection of its adult leaders.
3. Fire Safety. Group participants shall not bring fireworks, flammable materials, or hand or power tools. The camp is in a high fire danger area and strict adherence to all fire and safety regulations shall always be observed. Fire drill procedures will be reviewed with Group upon arrival.
4. Smoking. Camp has designated smoking areas. Group will be provided information upon arrival.
5. Controlled Substances. The possession or use of alcohol, narcotics (including marijuana) or illegal substances of any kind is prohibited. Should such possession or use occur, the Group Leader will need to make immediate arrangements for transporting and returning the offender(s) from camp at the offender(s)' own expense. No refund of any kind will be given if such a situation should occur.
6. Weapons. No weapons of any kind (including, without limitation, firearms, ammunition, knives of any kind, and spear guns) are allowed at Camp at any time for any reason. If any weapons are discovered, the Group Leader will need to make immediate arrangements for transporting the offender(s) from camp at the offender(s)' own expense. No refund of any kind will be given if such a situation should occur.
7. Medical Facilities. CIMI Toyon Bay has a first aid station for the storage and dispensing of medications (provided that Group is responsible for storing and dispensing medications for all Group participants), and for the administering of First Aid. All emergency care and transportation will be arranged by a CIMI Toyon Bay director with emergency services.
8. Boundaries. Group shall have access to the facilities at CIMI Toyon Bay, as agreed between the parties in writing. A site map will be provided for Group.
9. Water Conservation. California is under strict water conservation regulations. So that Camp will stay within the water allocation, showering and water usage is limited. Please be aware of any leaks or water waste and advise the CIMI Toyon Bay personnel of any repairs that may be necessary.
10. Pets/Animals. Group participants may not bring pets or any animals of any kind to Camp.
11. Communication. There are no public phone lines at CIMI Toyon Bay. Cell phone service is limited or nonexistent. GDI does have a link available in emergency situations for communication with a school representative not at camp. Group will not be able to receive incoming calls at CIMI Toyon Bay but will be given an emergency contact number. CIMI Toyon Bay also has limited internet and details will be given to Group Leader upon arrival.
12. A \$30 fee will be assessed on all returned checks.
13. Group will be given the opportunity to rebook available dates for the following year, upon checkout. Rebooking is not guaranteed until a new Agreement is executed.

**Exhibit B**

**Summary of Agreement and Important Information**

Beaumont School District ( Summerwind Trails) at  
CIMI Toyon Bay  
1020 Poinsettia Circle  
Calimesa, CA 92320

Primary Contact: Patrick Chochrane  
Email: larceneaux@beaumontusd.k12.ca.us

INVOICE and AGREEMENT #100-30656

**Trip Logistics**

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**Arrival Date: Wednesday, September 17, 2025**

**Departure Date: Friday, September 19, 2025**

Please arrive no later than **8:30AM** for check-in at the **NEW BOAT TERMINAL LOCATION:**

**Catalina Classic Cruises**  
1825 W. Pier D Street  
Long Beach, CA 90802  
(562) 495-3566

Please bring a sack lunch for each participant on arrival day.

The boat returns to the above address in Long Beach approximately between **2:30-3:30pm** on the Departure Date. GDI does its utmost to adhere to the boat schedule but is subject to change due to weather and sea conditions and other factors beyond our control.

**Program Costs**

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	Amount	Tuition	Total
Total Reserved Students	69	\$385.00	\$26,565.00
Total Reserved 1/2 Tuition Chaperones	5	\$192.50	\$962.50
Total Reserved Full Tuition Chaperones		\$385.00	\$0.00
Group Leader	1		\$0.00

**TOTAL DEPOSIT DUE: \$4,810.00**

**Expected Balance Due: \$22,717.50**

Final balance will be confirmed upon checkout on Departure Date.

**Adjustment Date (90 Days Prior): Thursday, June 19, 2025**

You may adjust your estimated participants on or before this date without loss of deposits or additional charge.

**Guided Discoveries, Inc.**

302 North El Camino Real #206, San Clemente, CA 92672.

**POINT LOMA NAZARENE UNIVERSITY  
SCHOOL OF EDUCATION**

**Teaching Internship Agreement with Cooperating School  
District**

This Internship Agreement (“Agreement”) is entered into between Point Loma Nazarene University (“PLNU” or “University”) and the **Beaumont Unified School District** (the “District”).

Whereas, the University’s intern curriculum requires candidates to complete an internship working under the supervision of a District provided coach (“Internship”); and

Whereas, the District wishes to aid in the educational development of the University’s students and is willing to employ and support Internships by providing designated and qualified District personnel as support (“District Provided Coach(es)”); and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of University students in Internships within the District;

Now, therefore, the parties agree as follows:

**I. Duties of the District**

- A. The District will hire University students for Internships (an “Intern” or “Teaching Intern”). The District reserves the right to hire only the number of Interns it deems to be feasible and is able to support at any given time.
- B. The District will assign Interns to positions that are authorized to be performed by holders of multiple subject, single subject and special education, with a load that is appropriate for a beginning teacher, and that will enable the adequate time necessary to complete concurrent credential coursework.
- C. The District will place each Intern with a District Provided Coach preferably at the same site as the Intern and with experience in the curricular area, grade level, or services area assigned to the Intern.
- D. The District will compensate Interns with a salary that is not less than the minimum salary required by California law and applicable credentialing agencies, including the California Commission on Teacher Credentialing (“CTC”).
- E. The District may reduce Intern pay by up to 1/8 of its total to pay for District personnel to supervise Intern, provided that Intern salaries prior to any reduction are equal to or exceed the minimum base salary paid to a regular certificated employee. If the District reduces Intern salaries in accordance with this section, no more than eight interns may be advised by a single District support person.

- F. The District will provide support and supervision for Interns in a manner consistent with California law and applicable credentialing agencies, and in full accordance with CTC guidelines.
- G. The District will provide sufficient resources to support Internships, including designated time for District Provided Coaches to provide support and mentoring to Teaching Interns within the school day.
- H. The District will provide Interns with clear terms of employment in writing no later than the first day the Intern is to report for work. This notice shall identify and include contact information about the Intern's District Provided Coach.
- I. The District will identify a District Provided Coach who is immediately available to assist Teaching Interns with planning lessons that are appropriately designed and differentiated for English Learners, for assessing language needs and progress, and to support language accessible instruction.
- J. The District will provide professional development to its District Provided Coaches to ensure the quality of the internship experience.
- K. The District will ensure that all District and site administrative staff respect the confidentiality between the District Provided Coach and Intern. Internship activities will not have a relationship to District evaluation.
- L. The District will only hire as Interns candidates who meet the requirements necessary for obtaining an intern credential.
- M. The District will not hire Interns for positions that displace certificated employees.
- N. Each Intern Certificate will be valid for a period of up to two years.  
Exceptions include:
  - 1. Certificates are valid up to three years if the Intern is participating in a program leading to the attainment of a specialist credential to teach students.
  - 2. Certificates are valid up to four years if the Intern is participating in a district intern program leading to the attainment of both a multiple or single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities.
- O. The District will participate in the evaluation of the University's Internship program pursuant to the criteria and process established by the University.

## **II. Duties of the University**

- A. The University will designate a member of its faculty in teacher education to provide leadership for its Internship program, support to its Interns, and to

coordinate and communicate with the District as a main point of contact on behalf of the University (“University Supervisor”). This shall be done at the University’s sole expense.

- B. The University will ensure that its Teaching Interns meet the following requirements necessary to acquire an intern teaching credential:
  - 1. Bachelors’ degree from an accredited school of higher education
  - 2. Subject matter competency
  - 3. Passage of California Basic Educational Skills Test (“CBEST”)
  - 4. Demonstrate knowledge of the United States Constitution by completing a college level course, or a college level examination in the subject
  - 5. Completion of 120 pre-service hours

The University will make application for the intern credential for those meeting the requirements.

- C. The University will enhance the Intern’s growth and development by providing quality coursework, seminars, and experiences to complete the preliminary credential.
- D. During the term of each University quad, the University Supervisor will make four (4) visits to the Intern’s designated classroom to assist and support the Teaching Intern.
- E. The University will ensure the quality of the Internship experience through the providing of professional development. University Supervisors will work with the Teaching Intern and their District Provided Coach in designing appropriate activities that support the Intern’s work with students who require specialized or modified instruction in both the English language and their academic courses (“English Learners”).
- F. The University will notify the District in the event that an Intern is not maintaining enrollment and/or responsibilities in courses necessary to complete the Teaching Internship requirements.
- G. The University will provide advising and transitional assistance to Teaching Interns preparing to enter the Induction program.

### **III. Removal of Interns**

The District will notify the University in writing, prior to taking any action against an Intern regarding any concerns or complaints about the Intern’s performance or unsatisfactory conduct in the Internship. In such cases, the District will cooperate with the University to address the issues, including without limitation steps to further support the Intern and remediate the concerns. The final decision on retention or dismissal will be at the discretion of the District. A determination regarding the candidate’s continuation in the University’s program will be at the discretion of the University.

#### **IV. FERPA**

Prior to the start of their placement, the University shall provide training to Interns concerning the Family Educational Rights and Privacy Act of 1974, as amended (“FERPA”) and its implementing regulations. As part of this training, the University shall instruct Interns about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the Intern may encounter during his/her Internship.

#### **V. Background Checks**

For each Preliminary or Clear Administrative Candidate, the University certifies pursuant to Education Code, Section 45125.1, that a criminal FBI & DOJ fingerprint clearance check has been conducted on all candidates prior to assignment with the District and that no candidates have been convicted of a serious or violent felony, as specified in Education Code, Section 45122.1 and Penal Code Sections 1192.7(c) and 667.5(c), or any other prohibited offense. The University certifies that if a candidate providing services to the District is subsequently convicted or pleads no contest to any crime listed in this section, the University will immediately notify the District and immediately terminate the candidate’s assignment with the District. The District reserves the right to request for all employees/student interns placed within the District to complete at their sole expense an additional FBI & DOJ Fingerprint Clearance for the District. Prior to a Preliminary or Clear Administrative Candidate beginning their field experience, the University shall review the results and exclude from participation any candidate whose background check would preclude the candidate from serving in the planned field experience. Additionally, all Preliminary or Clear Administrative Candidates will be required to obtain and maintain a valid and current Certificate of Clearance from the CCTC before beginning their Preliminary or Clear Administrative field experience and for the duration of their field experience.

#### **VI. Tuberculosis Clearance**

The University certifies that all candidates have provided proof of negative tuberculosis to the University prior to assignment with the District.

#### **VII. Non-Discrimination**

The parties agree that neither will unlawfully discriminate in the selection, acceptance or participation by any Teaching Intern pursuant to this Agreement on the basis of any characteristic protected by law.

#### **VIII. Compliance with Other Laws**

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement.

#### **IX. General Liability Insurance**

University shall obtain and maintain the insurance coverages and limits as shown below for the duration of this Agreement (see marked box(s) for requested insurance), and issue the Beaumont Unified School District the certificate(s) and endorsement(s), naming the Beaumont Unified School District as the Certificate Holder, using the address of 350 W.

Brookside Avenue, Beaumont, CA 92223. No services shall commence until all insurance documents are received and approved by the DISTRICT's Business Services Division. Please note the DISTRICT may require increased coverage due to nature of event and/or services.

**General Liability (GL):** A minimum of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate using an occurrence form; the Beaumont Unified School District, its Board, officers, agents and employees shall be included as Additional Insured either by specific endorsement naming these parties or a blanket additional insured endorsement.

**Primary, Non-contributory Endorsement:** A Primary, Non-contributory endorsement in favor of the Beaumont Unified School District, its Board, officers, agents and employees or a blanket primary, non- contributory endorsement will be required for General Liability and/or Auto Liability.

**Proof of Coverage for Professional Liability:** A minimum of \$1,000,000.00, \$2,000,000.00 aggregate. **Proof of Coverage for Sexual Misconduct:** A minimum of \$1,000,000.00, \$2,000,000.00 aggregate. **Proof of Coverage for Workers' Compensation:** Workers' Compensation including statutory coverage as required by the State of California and including Employers' Liability with limits not less than \$1,000,000.00 each accident; \$1,000,000.00 policy limit bodily injury by disease; \$1,000,000.00 each employee bodily injury by accident.

#### **X. Mutual Indemnification**

The University agrees to indemnify, hold harmless, and defend the District, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the District because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the University, its agents or employees.

The District agrees to indemnify, hold harmless, and at the University's request, defend the University, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the University because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with the Agreement, and due or claimed to be due to the negligence of the District, its agents or employees.

## **XI. Applicable Law**

This Agreement shall be governed by and construed in accordance with the law of the State of California.

## **XII. Severability**

In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

## **XIII. Term/Termination**

The initial term of this Agreement will be for three (3) academic years and shall extend from **March 26, 2025 through March 26, 2028**. This Agreement may be extended for successive one (year) academic year periods by mutual written consent of the parties.

Either party may terminate this Agreement, with or without cause, by providing 60 days' written notice to the other party. However, in the event either party terminates the Agreement, Teaching Interns that have already been placed shall be permitted to complete their placement unless the candidate is otherwise removed pursuant to Section III of this Agreement.

## **XIV. Additional Terms**

- A. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or District.
- B. Neither party may assign this Agreement, nor the duties and responsibilities contained herein, without the prior written consent of the other party.
- C. The University shall also comply with all District policies, rules and regulations while on site; no smoking in compliance of California Health and Safety Code 104420, District's Board Policy, BP3513.3, and appropriate behavior, including the use of offensive language as cited in California Education Code 44810, 44811, and the District's Board Policy AR3515.2 (a)
- D. The University and District are independent entities and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other's name in a manner that is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.
- E. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.

F. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way

limit enforcement of the provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

[Signature block on following page (page 6/6)]

**For Point Loma Nazarene University:**

Name: G. James Daichendt, Ed.D.  
Title: Provost and Chief Academic Officer  
Address: Point Loma Nazarene University  
3900 Lomaland Dr.  
San Diego, CA 92106

*G. James Daichendt* Date: 1/15/25  
Authorized Signature

**PLNU Contact:**

Name: Deborah E. Erickson, Ed.D.  
Title: Dean, School of Education  
Address: Point Loma Nazarene University  
4007 Camino Del Rio South, Suite 400  
San Diego, CA 92108

**For the District:**

Name (Print): Carmen Ordonez

Address (Print): 350 W. Brookside Ave. Beaumont, CA 92223

Title: Director of Fiscal Services

\_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature

**POINT LOMA NAZARENE UNIVERSITY  
SCHOOL OF EDUCATION**

**Student Teaching/Clinical Practice Partnership Agreement with Cooperating School  
District**

This Student Teaching/Clinical Practice Agreement (“Agreement”) is entered into between Point Loma Nazarene University (“PLNU” or “University”) and the **Beaumont Unified School District** (the “District”).

Whereas, the University’s curriculum requires teaching program candidates to complete a student teaching experience working under the supervision of a certified teacher (“Student Teaching/Clinical Practice”); and

Whereas, the District wishes to aid in the educational development of the University’s students and is willing to make its premises and certified teachers available for Student Teaching/Clinical Practice; and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of University students in Student Teaching/Clinical Practice within the District;

Now, therefore, the parties agree as follows:

**I. General Terms**

- A. The District will validate the completion of California Teacher requirements at a proficient level for candidates seeking graduate course credit for meeting formative assessment and induction standards.
- B. The District will accept University students for Student Teaching/Clinical Practice (a “Student Teaching/Clinical Practice Candidate”) for the times and durations set forth by the University and agreed to by the District. The District reserves the right to accept only the number of Student Teaching/Clinical Practice Candidates it deems to be feasible at any given time.
- C. A Student Teaching/Clinical Practice Candidate’s normal teaching load shall be the same as the certified teacher to whom the candidate is assigned. The Student Teaching/Clinical Practice Candidate’s other duties shall include, but are not limited to, classroom observation, classroom teaching, development of unit and daily lesson plans, diagnosis of student learning problems, tutoring of students, grading and recording of student assignments, and assistance with record keeping. Additional assignments outside of the confines of the classroom may include, but are not limited to, lunchroom supervision, playground supervision, hallway duty, bus duty, faculty meetings, Individualized Education Program (IEP) meetings, professional development meetings, and parent-teacher conferences.
- D. The University will inform the District of length of placement when making requests for placement.
- E. Student Teaching/Clinical Practice Candidates are required to follow the academic calendar of the District.

- F. The District shall appoint a certified teacher to supervise each Student Teaching/Clinical Practice Candidate (a “Cooperating Teacher”). Cooperating Teachers shall meet the following criteria:
1. The Cooperating Teacher shall be a full-time member of the District’s faculty.
  2. The Cooperating Teacher must have taught for a minimum of three (3) years and have been employed by the District for at least one year.
  3. The Cooperating Teacher must hold credentials in the field in which he/she is teaching.
  4. The Cooperating Teacher must approve of having a Student Teaching/Clinical Practice Candidate assigned to them.
  5. The Cooperating Teacher must meet all requirements of applicable credentialing agencies, including the California Commission on Teacher Credentialing (“CTC”).
- G. The Dean of the School of Education shall designate an appropriate person to supervise the Student Teaching/Clinical Practice Candidate (the “University Supervisor”) in accordance with all CTC requirements. The University Supervisor will guide, counsel, instruct, and supervise Student Teaching/Clinical Practice Candidates. The University Supervisor’s major responsibilities include, but are not limited to:
1. Conferencing with Cooperating Teachers to whom the Student Teaching/Clinical Practice Candidates are assigned about the expectations of the University and District.
  2. Providing the Cooperating Teacher with University resources for supervising a Student Teaching/Clinical Practice Candidate.
  3. Serving as the first point of contact for the University.
  4. Monitoring the Student Teaching/Clinical Practice Candidate’s progress.
  5. Observing, critiquing, and conferencing with the Student Teaching/Clinical Practice Candidate at least three times during the Student Teaching/Clinical Practice placement.
  6. Providing frequent feedback to the Student Teaching/Clinical Practice Candidate and Cooperating Teacher regarding progress, problems, and recommendations.
  7. Being available to address the needs of both the Student Teaching/Clinical Practice Candidate and the Cooperating Teacher.
  8. Following consultation with the Cooperating Teacher, issuing a final grade to the Student Teaching/Clinical Practice Candidate.
- H. To the extent permitted by Federal, State, and local laws and regulations, and in a manner consistent with the District’s confidentiality requirements and policies, the District shall

allow the Student Teaching/Clinical Practice Candidate access to information, including relevant documentation and reports.

- I. University Students shall not be considered employees of the District and are not covered by any District compensation program or other insurance.

## **II. Removal of Student Teaching/Clinical Practice Candidates**

The District will notify the University in writing, prior to taking any action against a Student Teaching/Clinical Practice Candidate regarding any concerns or complaints about a Student's performance or unsatisfactory conduct in the Student Teaching/Clinical Practice. In such cases, the District will cooperate with the University to address the issues, including without limitation steps to further train the Student and remediate the concerns. The final decision on retention or dismissal will be at the discretion of the District. A determination regarding the candidate's continuation in the University's program will be at the discretion of the University.

## **III. FERPA**

Prior to the start of their placement, the University shall provide training to Student Teaching/Clinical Practice Candidates concerning the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA") and its implementing regulations. As part of this training, the University shall instruct candidates about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the candidate encounters during his/her Student Teaching/Clinical Practice.

## **IV. Background Checks**

For each Student Teaching/Clinical Practice Candidate, the University certifies pursuant to Education Code, Section 45125.1, that a criminal FBI & DOJ fingerprint clearance check has been conducted on all candidates prior to assignment with the District and that no candidates have been convicted of a serious or violent felony, as specified in Education Code, Section 45122.1 and Penal Code Sections 1192.7(c) and 667.5(c), or any other prohibited offense. The University certifies that if a candidate providing services to the District is subsequently convicted or pleads no contest to any crime listed in this section, the University will immediately notify the District and immediately terminate the candidate's assignment with the District. The District reserves the right to request for all employees/student interns placed within the District to complete at their sole expense an additional FBI & DOJ Fingerprint Clearance for the District. Prior to a Student Teaching/Clinical Practice Candidate beginning their student teaching experience, the University shall review the results and exclude from participation any candidate whose background check would preclude the candidate from serving in the planned student teaching experience. Additionally, all Student Teaching/Clinical Practice candidates will be required to obtain and maintain a valid and current Certificate of Clearance from the CTC before beginning their student teaching experience and for the duration of their student teaching experience.

## **V. Tuberculosis Clearance**

The University certifies that all candidates have provided proof of negative tuberculosis to the University prior to assignment with the District.

## **VI. Non-Discrimination**

The parties agree that neither will unlawfully discriminate in the selection of, or acceptance or participation by, any Student Teaching/Clinical Practice Candidate pursuant to this Agreement on the basis of race, creed, color, national origin, religion, sex, disability, age, veterans' status, marital status, citizenship, or any other characteristic protected by law.

#### **VII. Compliance with Other Laws**

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement.

#### **VIII. General Liability Insurance**

University shall obtain and maintain the insurance coverages and limits as shown below for the duration of this Agreement (see marked box(s) for requested insurance), and issue the Beaumont Unified School District the certificate(s) and endorsement(s), naming the Beaumont Unified School District as the Certificate Holder, using the address of 350 W. Brookside Avenue, Beaumont, CA 92223. No services shall commence until all insurance documents are received and approved by the DISTRICT's Business Services Division. Please note the DISTRICT may require increased coverage due to nature of event and/or services.

**General Liability (GL):** A minimum of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate using an occurrence form; the Beaumont Unified School District, its Board, officers, agents and employees shall be included as Additional Insured either by specific endorsement naming these parties or a blanket additional insured endorsement.

**Primary, Non-contributory Endorsement:** A Primary, Non-contributory endorsement in favor of

the Beaumont Unified School District, its Board, officers, agents and employees or a blanket primary, non- contributory endorsement will be required for General Liability and/or Auto Liability.

**Proof of Coverage for Professional Liability:** A minimum of \$1,000,000.00, \$2,000,000.00 aggregate. **Proof of Coverage for Sexual Misconduct:** A minimum of \$1,000,000.00, \$2,000,000.00 aggregate. **Proof of Coverage for Workers' Compensation:** Workers' Compensation including statutory coverage as required by the State of California and including Employers' Liability with limits not less than \$1,000,000.00 each accident; \$1,000,000.00 policy limit bodily injury by disease; \$1,000,000.00 each employee bodily injury by accident.

#### **IX. Mutual Indemnification**

The University agrees to indemnify, hold harmless, and defend the District, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the District because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the University, its agents or employees.

The District agrees to indemnify, hold harmless, and at the University's request, defend the University, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the University because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with the Agreement, and due or claimed to be due to the negligence of the District, its agents or employees.

#### **X. Applicable Law**

This Agreement shall be governed by and construed in accordance with the law of the State of California.

## **XI. Severability**

In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

## **XII. Term/Termination**

The initial term of this Agreement will be for three (3) academic years and shall extend from **March 26, 2025 through March 26, 2028**. This Agreement may be extended for successive one (year) academic year periods by mutual written consent of the parties.

Either party may terminate this Agreement, with or without cause, by providing 60 days' written notice to the other party. However, in the event either party terminates the Agreement, Student Teaching/Clinical Practice Candidates that have already been placed shall be permitted to complete their placement unless the candidate is otherwise removed pursuant to Section II of this Agreement.

## **XIII. Additional Terms**

- A. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or District.
- B. Neither party may assign this Agreement, nor the duties and responsibilities contained herein, without the prior written consent of the other party.
- C. The University shall also comply with all District policies, rules and regulations while on site; no smoking in compliance of California Health and Safety Code 104420, District's Board Policy, BP3513.3, and appropriate behavior, including the use of offensive language as cited in California Education Code 44810, 44811, and the District's Board Policy AR3515.2 (a)
- D. The University and District are independent entities and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other's name in a manner that is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.
- E. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.
- F. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

**For Point Loma Nazarene University:**

Name: G. James Daichendt, Ed.D.  
Title: Provost and Chief Academic Officer  
Address: Point Loma Nazarene University  
3900 Lomaland Dr.  
San Diego, CA 92106

*G. James Daichendt*  
Authorized Signature

Date: 1/15/25

**PLNU Contact:**

Name: Deborah E. Erickson, Ed.D.  
Title: Dean, School of Education  
Address: Point Loma Nazarene University  
4007 Camino Del Rio South, Suite 400  
San Diego, CA 92108

**For the District:**

Name (Print): Carmen Ordonez

Address (Print): 350 W. Brookside Ave. Beaumont, CA 92223

Title: Director of Fiscal Services

\_\_\_\_\_  
Authorized Signature Date \_\_\_\_\_

**POINT LOMA NAZARENE UNIVERSITY  
SCHOOL OF EDUCATION**

**Administrative Fieldwork Placement Agreement with Cooperating School District**

This Administrative Fieldwork Agreement (“Agreement”) is entered into between Point Loma Nazarene University (“PLNU” or “University”) and the **Beaumont Unified School District** (the “District”).

Whereas, the University’s Preliminary Administrative Services credential (PASC) and Clear Administrative Services Credential (CASC) curriculum requires candidates to complete fieldwork under the supervision of a University Supervisor or Coach and a District provided supervisor; and

Whereas, the District wishes to aid in the educational development of the University’s Administrative students and is willing to make its premises, faculty, and students available for fieldwork; and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of University Administrative students in fieldwork within the District on the campus where the candidate is employed or another scheduled site within the District if there is not a qualified District Supervisor on their campus;

Now, therefore, the parties agree as follows:

**I. Duties of the District**

- A. The District will support University Preliminary and Clear Administrative students for fieldwork. The District reserves the right to choose a District Supervisor if one is not available on the candidates site of employment.
- B. The District will accept Preliminary and Clear Administrative Candidates for fieldwork practice for the times and durations set forth by the University and agreed to by the District. The District reserves the right to accept only the number of Fieldwork Candidates it deems to be feasible considering available District faculty at any given time.
- C. The Administrative Fieldwork Candidate's other duties may include, but are not limited to, classroom observation, teacher support, assessment of student growth and needs, observation of evaluation processes, and other day-to-day functions and duties. Additional assignments outside of the confines of the office and classrooms may include, but are not limited to, lunchroom supervision, playground supervision, hallway duty, bus duty, faculty meetings, Individualized Education Program (IEP) meetings, professional development meetings, parent-teacher conferences and family engagement activities, working with individual and small groups of students as well as administrative duties as needed. Fieldwork is completed on-site as on the job administrative work assignments.
- D. The District will support the University’s Preliminary Administrative Services candidates in completing their three cycle submissions of the CalAPA as required by the state of California, to include but are not limited to, data collection, instructional observations,

equity gap analysis, leading professional learning teams to develop problems of practice, and video recordings of specific meetings.

- E. Fieldwork Candidates are required to follow the academic calendar of the District.
- F. The District shall appoint a certified and cleared Administrator to supervise the Preliminary or Clear Administrative candidate (“Site Supervisor or District Mentor”).
  - 1. The Site Supervisor or District Mentor shall be a full-time administrator of the District’s faculty.
  - 2. The Site Supervisor or District Mentor must have a minimum of 3 years administrative experience, and have been employed by the District for at least one year.
  - 3. The Site Supervisor or District Mentor must hold a clear administrative credential.
  - 4. The Site Supervisor or District Mentor must approve of having a Preliminary or Clear Administrative candidate assigned to them.
  - 5. The Site Supervisor or District Mentor must meet all requirements of applicable credentialing agencies, including the California Commission on Teacher Credentialing (“CCTC”).
- G. The University's Program Director shall also designate an appropriate person to supervise or coach the Administrative Candidate (the "University Supervisor or Coach") in accordance with all CCTC requirements. The PLNU Site Supervisor will guide, counsel, instruct, and supervise the Administrative Candidate. The PLNU Supervisor's or Coaches major responsibilities include, but are not limited to:
  - 1. Conferencing with Site Supervisors or District Mentors to whom the Administrative Candidates are assigned about the expectations of the University and District.
  - 2. Providing the Site Supervisor or District Mentor with University resources for supervising a Preliminary or Clear Administrative Candidate.
  - 3. Serving as the first point of contact for the University.
  - 4. Monitoring the Preliminary or Clear Administrative Candidate's progress.
  - 5. Observing, critiquing, and conferencing with the Preliminary or Clear Administrative Candidate at least four times during each Administrative Fieldwork placement.
  - 6. Providing frequent feedback to the Preliminary or Clear Administrative Candidate and Site Supervisor or District Mentor regarding progress, problems, and recommendations.
  - 7. Being available to address the needs of both the Preliminary or Clear Administrative Candidate and the Site Supervisor or District Mentor.
  - 8. Following consultation with the District or Site Supervisor, issuing a final grade

to the Preliminary or Administrative Candidate.

## **II. Removal of Administrative Candidates**

The District will notify the University in writing, prior to taking any action against an Administrative Candidate regarding any concerns or complaints about an Administrative Candidate's performance or unsatisfactory conduct in the field placement. In such cases, the District will cooperate with the University to address the issues, including without limitation steps to further train the Administrative Candidate and remediate the concerns. The final decision on retention or dismissal will be at the discretion of the District. A determination regarding the candidate's continuation in the University's program will be at the discretion of the University.

## **III. FERPA**

Prior to the start of their placement, the University shall provide training to Fieldwork Candidates concerning the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA") and its implementing regulations. As part of this training, the University shall instruct Administrative Candidates about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the Administrative Candidate encounters during his/her fieldwork placement.

## **IV. Background Checks**

For each Preliminary or Clear Administrative Candidate, the University certifies pursuant to Education Code, Section 45125.1, that a criminal FBI & DOJ fingerprint clearance check has been conducted on all candidates prior to assignment with the District and that no candidates have been convicted of a serious or violent felony, as specified in Education Code, Section 45122.1 and Penal Code Sections 1192.7(c) and 667.5(c), or any other prohibited offense. The University certifies that if a candidate providing services to the District is subsequently convicted or pleads no contest to any crime listed in this section, the University will immediately notify the District and immediately terminate the candidate's assignment with the District. The District reserves the right to request for all employees/student interns placed within the District to complete at their sole expense an additional FBI & DOJ Fingerprint Clearance for the District. Prior to a Preliminary or Clear Administrative Candidate beginning their field experience, the University shall review the results and exclude from participation any candidate whose background check would preclude the candidate from serving in the planned field experience. Additionally, all Preliminary or Clear Administrative Candidates will be required to obtain and maintain a valid and current Certificate of Clearance from the CCTC before beginning their Preliminary or Clear Administrative field experience and for the duration of their field experience.

## **V. Tuberculosis Clearance**

The University certifies that all candidates have provided proof of negative tuberculosis to the University prior to assignment with the District.

## **VI. Non-Discrimination**

The parties agree that neither will unlawfully discriminate in the selection of, or acceptance or participation by, any Administrative Candidate pursuant to this Agreement on the basis of race, creed, color, national origin, religion, sex, disability, age, veterans' status, marital status, citizenship, or any other characteristic protected by law.

## **VII. Compliance with Other Laws**

The University and District shall comply with all Federal, State, and local laws and regulations that are

applicable to the subject matter of this Agreement.

### **VIII. General Liability Insurance**

University shall obtain and maintain the insurance coverages and limits as shown below for the duration of this Agreement (see marked box(s) for requested insurance), and issue the Beaumont Unified School District the certificate(s) and endorsement(s), naming the Beaumont Unified School District as the Certificate Holder, using the address of 350 W. Brookside Avenue, Beaumont, CA 92223. No services shall commence until all insurance documents are received and approved by the DISTRICT's Business Services Division. Please note the DISTRICT may require increased coverage due to nature of event and/or services.

**General Liability (GL):** A minimum of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate using an occurrence form; the Beaumont Unified School District, its Board, officers, agents and employees shall be included as Additional Insured either by specific endorsement naming these parties or a blanket additional insured endorsement.

**Primary, Non-contributory Endorsement:** A Primary, Non-contributory endorsement in favor of the Beaumont Unified School District, its Board, officers, agents and employees or a blanket primary, non- contributory endorsement will be required for General Liability and/or Auto Liability.

**Proof of Coverage for Professional Liability:** A minimum of \$1,000,000.00, \$2,000,000.00 aggregate.

**Proof of Coverage for Sexual Misconduct:** A minimum of \$1,000,000.00, \$2,000,000.00 aggregate.

**Proof of Coverage for Workers' Compensation:** Workers' Compensation including statutory coverage as required by the State of California and including Employers' Liability with limits not less than \$1,000,000.00 each accident; \$1,000,000.00 policy limit bodily injury by disease; \$1,000,000.00 each employee bodily injury by accident.

### **IX. Mutual Indemnification**

The University agrees to indemnify, hold harmless, and defend the District, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the District because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the University, its agents or employees.

The District agrees to indemnify, hold harmless, and at the University's request, defend the University, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the University because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with the Agreement, and due or claimed to be due to the negligence of the District, its agents or employees.

Except in instances where, during the term of this Agreement, the District provides any University student subject to this Agreement, any form of compensation whatsoever not otherwise provided for in this Agreement; University agrees to indemnify District for any benefits paid by the District to or on behalf of any University student in the event the District becomes obligated to provide workers compensation benefits to a University student for an injury arising from any activity pursuant to this Agreement.

### **X. Applicable Law**

This Agreement shall be governed by and construed in accordance with the law of the State of California and federal law.

### **XI. Severability**

In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

### **XII. Term/Termination**

The initial term of this Agreement will be for three (3) academic years and shall extend from

**March 26, 2025 through March 26, 2028.** This Agreement may be extended for successive one (year) academic year periods by mutual written consent of the parties.

Either party may terminate this Agreement, with or without cause, by providing 60 days' written notice to the other party. However, in the event either party terminates the Agreement, Administrative Candidates that have already been placed shall be permitted to complete their placement unless the Administrative Candidate is otherwise removed pursuant to Section II of this Agreement.

### **XIII. Additional Terms**

- A. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or District.
- B. Neither party may assign this Agreement, nor the duties and responsibilities contained herein, without the prior written consent of the other party.
- C. The University shall also comply with all District policies, rules and regulations while on site; no smoking in compliance of California Health and Safety Code 104420, District's Board Policy, BP3513.3, and appropriate behavior, including the use of offensive language as cited in California Education Code 44810, 44811, and the District's Board Policy AR3515.2 (a).
- D. The University and District are independent entities and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other's name in a manner that is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.
- E. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.
- F. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision. [signatures on this page].

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

#### **For Point Loma Nazarene University:**

Name: [G. James Daichendt, Ed.D](#)  
Title: Provost and Chief Academic Officer  
Address: Point Loma Nazarene University  
3900 Lomaland Drive  
San Diego, CA. 92106

*J James Daichendt*  
Authorized Signature

1/15/25  
Date

**PLNU Contact:**

Name: Deborah E. Erickson, Ed.D.  
Title: Dean, School of Education  
Address: Point Loma Nazarene University  
4007 Camino Del Rio South, Suite 400  
San Diego, CA 92108

**For the District:**

Name (print): Carmen Ordonez \_\_\_\_\_  
Address (print): 350 W. Brookside Ave. Beaumont, CA 92223 \_\_\_\_\_  
Title: Director of Fiscal Services \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**POINT LOMA NAZARENE UNIVERSITY  
SCHOOL OF EDUCATION**

**Fieldwork Placement Agreement with Cooperating School District**

This Fieldwork Placement Agreement (“Agreement”) is entered into between Point Loma Nazarene University (“PLNU” or “University”) and the **Beaumont Unified School District** (the “District”).

Whereas, the University's curriculum requires its Advanced Program Candidates to complete a fieldwork experience working under the supervision of a University site supervisor and its Teaching Candidates to complete a fieldwork experience working under the supervision of a credentialed district teacher (“collectively, "Fieldwork Candidates"");

Whereas, the District wishes to aid in the educational development of the University’s Fieldwork Candidates and is willing to make its premises, faculty and students available for fieldwork practice; and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of the University Fieldwork Candidates completing fieldwork experiences within the District;

Now, therefore, the parties agree as follows:

**I. General Terms**

- A. The District will accept Fieldwork Candidates for fieldwork practice for the times and durations set forth by the University and agreed to by the District. The District reserves the right to accept only the number of Fieldwork Candidates it deems to be feasible in light of available District faculty at any given time.
- B. The Fieldwork Candidate’s other duties may include, but are not limited to, classroom observation, classroom teaching, diagnosis of student learning problems, tutoring of students, grading and recording of student assignments, and assistance with record keeping. Additional assignments outside of the confines of the classroom may include, but are not limited to, lunchroom supervision, playground supervision, hallway duty, bus duty, faculty meetings, Individualized Education Program (IEP) meetings, professional development meetings, and parent-teacher conferences and working with individual and small groups of students.
- C. Fieldwork Candidates are required to follow the academic calendar of the District.
- D. The District shall appoint a certified teacher to supervise each Fieldwork Candidate (“District Site Supervisor”). District Site Supervisors shall meet the following criteria:
  - 1. The District Site Supervisor shall be a full-time member of the District’s faculty.
  - 2. The District Site Supervisor must have a minimum of 3 years teaching experience in the area of their credential and have been employed by the District for at least one year.
  - 3. The District Site Supervisor must hold credentials in the field in which he/she is teaching.

4. The District Site Supervisor must approve of having a Fieldwork Candidate assigned to them.
  5. The District Site Supervisor must meet all requirements of applicable credentialing agencies, including the California Commission on Teacher Credentialing (“CTC”).
- E. The University’s Dean of the School of Education shall also designate an appropriate person to supervise the Fieldwork Candidate (the “PLNU Site Supervisor”) in accordance with all CTC requirements. The PLNU Site Supervisor will guide, counsel, instruct, and supervise Fieldwork Candidates. The PLNU Site Supervisor’s major responsibilities include, but are not limited to:
1. Conferencing with District Site Supervisors to whom the Fieldwork Candidates are assigned about the expectations of the University and District.
  2. Providing the District Site Supervisor with University resources for supervising a Fieldwork Candidate.
  3. Serving as the first point of contact for the University.
  4. Monitoring the Fieldwork Candidate’s progress.
  5. Observing, critiquing, and conferencing with the Fieldwork Candidate at least three times during the Fieldwork placement.
  6. Providing frequent feedback to the Fieldwork Candidate and District Site Supervisor regarding progress, problems, and recommendations.
  7. Being available to address the needs of both the Fieldwork Candidate and the District Site Supervisor.
  8. Following consultation with the District Site Supervisor, issuing a final grade to the Fieldwork Candidate.
- F. To the extent permitted by Federal, State, and local laws and regulations, and in a manner consistent with the District’s confidentiality requirements and policies, the District shall allow the Fieldwork Candidate access to information, including relevant documentation and reports.
- G. Fieldwork Candidates shall not be considered employees of the District and are not covered by any District compensation program or other insurance.

## **II. Removal of Fieldwork Candidates**

The District will notify the University in writing, prior to taking any action against a Fieldwork Candidate regarding any concerns or complaints about a Fieldwork Candidate’s performance or unsatisfactory conduct in the field placement. In such cases, the District will cooperate with the University to address the issues, including without limitation steps to further train the Fieldwork Candidate and remediate the concerns. The final decision on retention or dismissal will be at the discretion of the District. A determination regarding the candidate’s continuation in the University’s program will be at the discretion of the University.

## **III. FERPA**

Prior to the start of their placement, the University shall provide training to Fieldwork Candidates

concerning the Family Educational Rights and Privacy Act of 1974, as amended (“FERPA”) and its implementing regulations. As part of this training, the University shall instruct Fieldwork Candidates about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the Fieldwork Candidate encounters during his/her fieldwork placement.

#### **IV. Background Checks**

For each Fieldwork Candidate, the University certifies pursuant to Education Code, Section 45125.1, that a criminal FBI & DOJ fingerprint clearance check has been conducted on all candidates prior to assignment with the District and that no candidates have been convicted of a serious or violent felony, as specified in Education Code, Section 45122.1 and Penal Code Sections 1192.7(c) and 667.5(c), or any other prohibited offense. The University certifies that if a candidate providing services to the District is subsequently convicted or pleads no contest to any crime listed in this section, the University will immediately notify the District and immediately terminate the candidate’s assignment with the District. The District reserves the right to request for all employees/student interns placed within the District to complete at their sole expense an additional FBI & DOJ Fingerprint Clearance for the District. Prior to a Fieldwork Candidate beginning their field experience, the University shall review the results and exclude from participation any candidate whose background check would preclude the candidate from serving in the planned field experience. Additionally, all Fieldwork Candidates will be required to obtain and maintain a valid and current Certificate of Clearance from the CTC before beginning their field experience and for the duration of their field experience.

#### **V. Tuberculosis Clearance**

The University certifies that all candidates have provided proof of negative tuberculosis to the University prior to assignment with the District.

#### **VI. Non-Discrimination**

The parties agree that neither will unlawfully discriminate in the selection of, or acceptance or participation by, any Fieldwork Candidate pursuant to this Agreement on the basis of race, creed, color, national origin, religion, sex, disability, age, veterans’ status, marital status, citizenship, or any other characteristic protected by law.

#### **VII. Compliance with Other Laws**

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement.

#### **VIII. General Liability Insurance**

University shall obtain and maintain the insurance coverages and limits as shown below for the duration of this Agreement (see marked box(s) for requested insurance), and issue the Beaumont Unified School District the certificate(s) and endorsement(s), naming the Beaumont Unified School District as the Certificate Holder, using the address of 350 W. Brookside Avenue, Beaumont, CA 92223. No services shall commence until all insurance documents are received and approved by the DISTRICT’s Business Services Division. Please note the DISTRICT may require increased coverage due to nature of event and/or services.

**General Liability (GL):** A minimum of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate using an occurrence form; the Beaumont Unified School District, its Board, officers, agents and employees shall be included as Additional Insured either by specific endorsement naming these parties or a blanket additional insured endorsement.

**Primary, Non-contributory Endorsement:** A Primary, Non-contributory endorsement in favor of

the Beaumont Unified School District, its Board, officers, agents and employees or a blanket primary, non-contributory endorsement will be required for General Liability and/or Auto Liability.

**Proof of Coverage for Professional Liability:** A minimum of \$1,000,000.00, \$2,000,000.00 aggregate.

**Proof of Coverage for Sexual Misconduct:** A minimum of \$1,000,000.00, \$2,000,000.00 aggregate.

**Proof of Coverage for Workers' Compensation:** Workers' Compensation including statutory coverage as required by the State of California and including Employers' Liability with limits not less than \$1,000,000.00 each accident; \$1,000,000.00 policy limit bodily injury by disease; \$1,000,000.00 each employee bodily injury by accident.

#### **IX. Mutual Indemnification**

The University agrees to indemnify, hold harmless, and defend the District, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the District because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the University, its agents or employees.

The District agrees to indemnify, hold harmless, and at the University's request, defend the University, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the University because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with the Agreement, and due or claimed to be due to the negligence of the District, its agents or employees.

#### **X. Applicable Law**

This Agreement shall be governed by and construed in accordance with the law of the State of California.

#### **XI. Severability**

In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

#### **XII. Term/Termination**

The initial term of this Agreement will be for three (3) academic years and shall extend from **March 26, 2025 through March 26, 2028**. This Agreement may be extended for successive one (year) academic year periods by mutual written consent of the parties.

Either party may terminate this Agreement, with or without cause, by providing 60 days' written notice to the other party. However, in the event either party terminates the Agreement, Fieldwork Candidates that have already been placed shall be permitted to complete their placement unless the Fieldwork Candidate is otherwise removed pursuant to Section II of this Agreement.

#### **XIII. Additional Terms**

- A. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or District.
- B. Neither party may assign this Agreement, nor the duties and responsibilities contained herein, without the prior written consent of the other party.
- C. The University shall also comply with all District policies, rules and regulations while on

site; no smoking in compliance of California Health and Safety Code 104420, District's Board Policy, BP3513.3, and appropriate behavior, including the use of offensive language as cited in California Education Code 44810, 44811, and the District's Board Policy AR3515.2 (a)

- D. The University and District are independent entities and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other's name in a manner that is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.
  
- E. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.

F. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision. [signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

**For Point Loma Nazarene University:**

Name: G. James Daichendt, Ed.D.  
Title: Provost and Chief Academic Officer  
Address: Point Loma Nazarene University  
3900 Lomaland Dr. San  
Diego, CA 92106

*G. James Daichendt*  
Authorized Signature

Date: 1/15/25

**PLNU Contact:**

Name: Deborah E. Erickson, Ed.D.  
Title: Dean, School of Education  
Address: Point Loma Nazarene University  
4007 Camino Del Rio South, Suite 400  
San Diego, CA 92108

**For the District:**

Name (Print): Carmen Ordonez

Address (Print): 350 W. Brookside Ave. Beaumont, CA 92223

Title: Director of Fiscal Services

\_\_\_\_\_  
Authorized Signature Date \_\_\_\_\_

**POINT LOMA NAZARENE  
UNIVERSITY SCHOOL OF EDUCATION**

**Fieldwork Placement Agreement with Cooperating School District**

This Fieldwork Placement Agreement (“Agreement”) is entered into between Point Loma Nazarene University (“PLNU” or “University”) and the **Beaumont Unified School District** (the “District”).

Whereas, the University's curriculum requires its Pupil Personnel Services (PPS)/ Counseling Credential candidates to complete a fieldwork experience working under the supervision of a University site supervisor (“collectively, "Fieldwork Candidates"");

Whereas, the District wishes to aid in the educational development of the University’s Fieldwork Candidates and is willing to make its premises, faculty, staff, and students available for fieldwork practice; and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of the University Fieldwork Candidates completing fieldwork experiences within the District;

Now, therefore, the parties agree as follows:

**I. General Terms**

A. The District will accept Fieldwork Candidates for fieldwork practice for the times and durations set forth by the University and agreed to by the District. The District reserves the right to accept only the number of Fieldwork Candidates it deems to be feasible in light of available District staff at any given time.

B. The Fieldwork Candidate’s duties may include, but are not limited to, development, planning, implementation, and evaluation of school counseling and guidance programs that include academic, career, personal, social and emotional development. Assisting in advocacy for the high academic achievement and social development of all students. Assisting in the development of schoolwide prevention and intervention strategies and counseling services. Assisting in the provision of consultation, training, and staff development to teachers and parents regarding students’ needs. Assisting in the implementation of a district-approved advisory program as described in California Assembly Bill 2508.

C. Fieldwork Candidates are required to follow the academic calendar of the District.

D. The District shall appoint a credentialed Counselor to supervise each Fieldwork Candidate (“District Site Supervisor”). District Site Supervisors shall meet the following criteria:

1. The District Site Supervisor shall be a full-time member of the District.

2. The District Site Supervisor must have a minimum of 3 years counseling experience and have been employed by the District for at least one year.

3. The District Site Supervisor must hold a valid PPS credential.

4. The District Site Supervisor must approve of having a Fieldwork Candidate assigned to them.

5. The District Site Supervisor must meet all requirements of applicable credentialing agencies, including the California Commission on Teacher Credentialing (“CTC”).

E. The University’s Dean of the School of Education shall also designate an appropriate person to

supervise the Fieldwork Candidate (the “PLNU Site Supervisor”) in accordance with all CTC requirements. The PLNU Site Supervisor will guide, counsel, instruct, and supervise Fieldwork Candidates. The PLNU Site Supervisor’s major responsibilities include, but are not limited to:

1. Conferencing with District Site Supervisors to whom the Fieldwork Candidates are assigned about the expectations of the University and District.
  2. Providing the District Site Supervisor with University resources for supervising a Fieldwork Candidate.
  3. Serving as the first point of contact for the University.
  4. Monitoring the Fieldwork Candidate’s progress.
  5. Observing, critiquing, and conferencing with the Fieldwork Candidate at least three times during the Fieldwork placement.
  6. Providing frequent feedback to the Fieldwork Candidate and District Site Supervisor regarding progress, problems, and recommendations.
  7. Being available to address the needs of both the Fieldwork Candidate and the District Site Supervisor.
  8. Following consultation with the District Site Supervisor, issuing a final grade to the Fieldwork Candidate.
- F. To the extent permitted by Federal, State, and local laws and regulations, and in a manner consistent with the District’s confidentiality requirements and policies, the District shall allow the Fieldwork Candidate access to information, including relevant documentation and reports.
- G. Fieldwork Candidates shall not be considered employees of the District and are not covered by any District compensation program or other insurance.

## **II. Removal of Fieldwork Candidates**

The District will notify the University in writing, prior to taking any action against a Fieldwork Candidate regarding any concerns or complaints about a Fieldwork Candidate’s performance or unsatisfactory conduct in the field placement. In such cases, the District will cooperate with the University to address the issues, including without limitation steps to further train the Fieldwork Candidate and remediate the concerns. The final decision on retention or dismissal will be at the discretion of the District. A determination regarding the candidate’s continuation in the University’s program will be at the discretion of the University.

## **III. FERPA**

Prior to the start of their placement, the University shall provide training to Fieldwork Candidates concerning the Family Educational Rights and Privacy Act of 1974, as amended (“FERPA”) and its implementing regulations. As part of this training, the University shall instruct Fieldwork Candidates about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the Fieldwork Candidate encounters during his/her fieldwork placement.

## **IV. Background Checks**

For each Fieldwork Candidate, the University certifies pursuant to Education Code, Section 45125.1,

that a criminal FBI & DOJ fingerprint clearance check has been conducted on all candidates prior to assignment with the District and that no candidates have been convicted of a serious or violent felony, as specified in Education Code, Section 45122.1 and Penal Code Sections 1192.7(c) and 667.5(c), or any other prohibited offense. The University certifies that if a candidate providing services to the District is subsequently convicted or pleads no contest to any crime listed in this section, the University will immediately notify the District and immediately terminate the candidate's assignment with the District. The District reserves the right to request for all employees/student interns placed within the District to complete at their sole expense an additional FBI & DOJ Fingerprint Clearance for the District. Prior to a Fieldwork Candidate beginning their field experience, the University shall review the results and exclude from participation any candidate whose background check would preclude the candidate from serving in the planned field experience. Additionally, all Fieldwork Candidates will be required to obtain and maintain a valid and current Certificate of Clearance from the CTC before beginning their field experience and for the duration of their field experience.

#### **V. Tuberculosis Clearance**

The University certifies that all candidates have provided proof of negative tuberculosis to the University prior to assignment with the District.

#### **VI. Non-Discrimination**

The parties agree that neither will unlawfully discriminate in the selection of, or acceptance or participation by, any Fieldwork Candidate pursuant to this Agreement on the basis of race, creed, color, national origin, religion, sex, disability, age, veterans' status, marital status, citizenship, or any other characteristic protected by law.

#### **VII. Compliance with Other Laws**

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement.

#### **VIII. General Liability Insurance**

University shall obtain and maintain the insurance coverages and limits as shown below for the duration of this Agreement (see marked box(s) for requested insurance), and issue the Beaumont Unified School District the certificate(s) and endorsement(s), naming the Beaumont Unified School District as the Certificate Holder, using the address of 350 W. Brookside Avenue, Beaumont, CA 92223. No services shall commence until all insurance documents are received and approved by the DISTRICT's Business Services Division. Please note the DISTRICT may require increased coverage due to nature of event and/or services.

**General Liability (GL):** A minimum of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate using an occurrence form; the Beaumont Unified School District, its Board, officers, agents and employees shall be included as Additional Insured either by specific endorsement naming these parties or a blanket additional insured endorsement.

**Primary, Non-contributory Endorsement:** A Primary, Non-contributory endorsement in favor of the Beaumont Unified School District, its Board, officers, agents and employees or a blanket primary, non-contributory endorsement will be required for General Liability and/or Auto Liability.

**Proof of Coverage for Professional Liability:** A minimum of \$1,000,000.00, \$2,000,000.00 aggregate.

**Proof of Coverage for Sexual Misconduct:** A minimum of \$1,000,000.00, \$2,000,000.00 aggregate.

**Proof of Coverage for Workers' Compensation:** Workers' Compensation including statutory coverage as required by the State of California and including Employers' Liability with limits not less

than \$1,000,000.00 each accident; \$1,000,000.00 policy limit bodily injury by disease; \$1,000,000.00 each employee bodily injury by accident.

#### **IX. Mutual Indemnification**

The University agrees to indemnify, hold harmless, and defend the District, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the District because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the University, its agents or employees.

The District agrees to indemnify, hold harmless, and at the University's request, defend the University, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the University because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with the Agreement, and due or claimed to be due to the negligence of the District, its agents or employees.

#### **X. Applicable Law**

This Agreement shall be governed by and construed in accordance with the law of the State of California.

#### **XI. Severability**

In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

#### **XII. Term/Termination**

The initial term of this Agreement will be for three (3) academic years and shall extend from

**March 26, 2025 through March 26, 2028.** This Agreement may be extended for successive one (year) academic year periods by mutual written consent of the parties.

Either party may terminate this Agreement, with or without cause, by providing 60 days' written notice to the other party. However, in the event either party terminates the Agreement, Fieldwork Candidates that have already been placed shall be permitted to complete their placement unless the Fieldwork Candidate is otherwise removed pursuant to Section II of this Agreement.

#### **XIII. Additional Terms**

- A. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or District.
- B. Neither party may assign this Agreement, nor the duties and responsibilities contained herein, without the prior written consent of the other party.
- C. The University shall also comply with all District policies, rules and regulations while on site; no smoking in compliance of California Health and Safety Code 104420, District's Board Policy, BP3513.3, and appropriate behavior, including the use of offensive language as cited in California Education Code 44810, 44811, and the District's Board Policy AR3515.2 (a).
- D. The University and District are independent entities and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an

agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other's name in a manner that is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.

- E. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.
- F. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision. [signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

**For Point Loma Nazarene University:**

Name: G. James Daichendt, Ed.D.  
Title: Provost and Chief Academic  
Officer Address: Point Loma Nazarene  
University  
3900 Lomaland Dr.  
San Diego, CA 92106

  
\_\_\_\_\_  
Authorized Signature

Date: 1/15/25

**PLNU Contact:**

Name: Deborah E. Erickson, Ed.D.  
Title: Dean, School of Education  
Address: Point Loma Nazarene University  
4007 Camino Del Rio South, Suite 400  
San Diego, CA 92108

**For the District:**

Name (Print): Carmen Ordonez\_\_\_\_\_

Address (Print): 350 W. Brookside Ave. Beaumont, CA 92223\_\_\_\_\_

Title: Director of Fiscal Services\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature Date \_\_\_\_\_

**Business Division**  
 Facilities Planning  
 350 W. Brookside Ave.  
 Beaumont, CA 9222



**NOTIFICATION OF PROJECT COMPLETION**

To be submitted with final payment

Project Name:	<b>HVAC Project</b>
School/Site:	<b>Districtwide</b>

Contract/Bid Amount	\$5,796,000.00
Allowance	
Change Order #1	-\$48,485.00
Change Order #2	
Change Order #3	
Change Order #4	
<b>Total:</b>	<b>\$5,747,515.00</b>
Requested Board Date	March 25, 2025

- Facilities Planning
- Maintenance Operations & Transportation

Bid No.: 2023-05B  
 DSA No. : 04-121046, 04-121047, 04-121048, 04-121049, 04-121052

- Final Change Order Processed
- DSA Form 168 Filed

**Project Description:**

Category 21A bid winner for HVAC Project Construction Phase

This is to verify that work has been completed at: Districtwide

By: Franklin Mechanical Systems, Inc.  
 Contractor Name

On: 08/07/2024  
 Date

The Notice of Completion (NOC) can now be scheduled for Board of Education approval. All documents are completed and submitted and project is ready for closeout. I certify under penalty of perjury that the foregoing is true and correct.

*[Signature]*  
 Contractor Signature

3/5/2025  
 Date

*Crystal Albrecht*  
 Beaumont USD Signature

3/5/2025  
 Date



February 19, 2025

Ana Gonzalez  
Beaumont Unified School District  
350 Brookside Ave  
Beaumont, CA 92223

**RE: Notice of Completion Recommendation**  
Document Number 014  
**23-436 Beaumont USD Controls Upgrade - 23-436**

Dear Ana Gonzalez,

Category No. 21A Franklin Mechanical Systems, Inc. has completed their work in accordance with the Contract Documents for the HVAC Controls Upgrade Project.

The date of Substantial Completion was established as August 7, 2024 which is also the date of commencement of applicable warranties required by the Contract Documents.

Ledesma & Meyer Construction Company, Inc. is recommending the filing of the Notice of Completion. Beaumont Unified School District intends to recommend this Notice of Completion as an action item to the Governing Board of Education at the next available board date.

Respectfully,

*Christina Arceneaux*

Christina Arceneaux  
Project Coordinator

**COURTESY COPIES**

Christina Arceneaux (Ledesma & Meyer Construction Co., Inc.)

Dante Garcia (Ledesma & Meyer Construction Co., Inc.)

Ken Murphy (Ledesma & Meyer Construction Co., Inc.)

Robin Weise (Ledesma & Meyer Construction Co., Inc.)

Rolando Chiffer (Ledesma & Meyer Construction Co., Inc.)

File: Beaumont Unified School District

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO

Beaumont Unified School District  
350 W. Brookside Avenue - **P.O. Box 187**  
Beaumont CA 92223-0187

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### NOTICE OF COMPLETION

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is Beaumont Unified School District.
3. The full address of the owner is 350 W. Brookside Ave./PO Box 187, Beaumont CA 92223.
4. The nature of the interest or estate of the owner is in fee.

\_\_\_\_\_  
(if other than fee, strike "in fee" and insert for example "purchaser under contract of purchase" or "lessee")

5. The full names and address of all persons, if any, who hold title with the undersigned as joint tenants in common are:

None

None

6. A work of improvement on the property hereinafter described was completed on: 08/07/2024 .  
The work done was 23-436 Beaumont USD Controls Upgrade – 23-436 .
7. The name of the contractor, if any, for such work of improvements was Cat 21A Franklin Mechanical Systems, Inc. and was contracted on 09/13/2023 .
8. The property on which said work of improvement was completed was in the city of Beaumont .
9. The street address of said property is Districtwide, 350 W Brookside Ave. Beaumont, CA 92223.

Date: March 26, 2025

\_\_\_\_\_  
Signature of owner or corporate officer of  
owner named in paragraph 2 or his agent  
Sergio San Martin, Chief Business Official  
Beaumont Unified School District

### VERIFICATION

I, the undersigned say: I am the Chief Business Official, the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 26, 2025 at Beaumont , California.

\_\_\_\_\_  
(personal signature of the individual who is swearing that the contents of the  
notice of completion are true)  
Sergio San Martin, Chief Business Official  
Beaumont Unified School District