



Crystal Miederhoff, Senior Class Advisor  
Beaumont High School  
39139 Cherry Valley Boulevard  
Beaumont, CA 92223  
School: 951-845-3171 ext. 343203



E-Mail: [cmiederhoff@beaumontusd.k12.ca.us](mailto:cmiederhoff@beaumontusd.k12.ca.us)

October 04, 2024

Dear Crystal,

WorldStrides Celebrations is pleased to confirm for the Beaumont High School – Class of 2025 your graduation event at Disney Grad Nite 2025!

**Package Inclusions:**

**Admission to Disney’s California Adventure Park – After 8:00 pm**

Includes unlimited use of rides and attractions in Disney California Adventure from 8:00 pm to 2:00 am. Admission ticket is only valid after 8:00 pm on the arrival day of your Disney Grad Nite 2025 event. Disney theme park hours and attractions subject to change without notice.

**Admission to Disney Grad Nite 2025**

Includes a private party in Disney California Adventure Park after park closing including special entertainment, dance clubs, and most rides and attractions. Private Grad Nite party will be from 10:00 pm until 2:00 am

**Chaperone Admission to Disney Grad Nite 2025**

One complimentary chaperone ticket for every 20 tickets purchased. If additional chaperones are desired, additional chaperone tickets may be purchased at the student price.

**Complimentary Parking for Charter Buses**

Complimentary parking will be provided for charter buses in the Toy Story Parking Lot. Chaperone driven vehicles will be subject to any parking costs that are normally charged by the Disneyland Resort. Please note all guests must arrive by charter bus or chaperone driven vehicle.

Please note that the Disney Grad Nite ticket is only valid on the specified date of your event. Participants must have a Disney Grad Nite ticket as a valid form of admission. Entry cannot be combined with any other Disney Parks offers, complimentary tickets or Annual Passports. Park hours, offers, services, attractions and entertainment may be seasonal and are subject to change without notice.

**Cost and Payment Schedule**

\$119.00 for each student ticket or guest ticket

One complimentary chaperone ticket will be given for every 20 student / guest tickets purchased

Currently your event date is scheduled for Wednesday, June 04, 2025 and we are estimating approximately 550 purchased tickets plus 27 complimentary chaperone tickets. **NON-REFUNDABLE Tickets must be purchased at least 75 days prior to your event date to guarantee your participation.** If your participation needs should change by more than 10% please contact us to adjust your ticket count.

**Cost and Payment Schedule**

Due to the very limited number of Disney Grad Nite tickets available we are requesting a \$500.00 non-refundable deposit prior to December 01, 2024 to confirm your reservation as definite. Once the \$500.00 deposit has been received your pending reservation will be converted to a definite reservation. The deposit will be applied to the balance due for your group tickets. Your Disney Grad Nite final ticket count and payment must be received a minimum of 75 days in advance of your Disney Grad Nite date.

Any tickets purchases submitted less than 60 days prior to your arrival date are not guaranteed and subject to availability. **All payments and Disney Grad Nite tickets are NON-REFUNDABLE.**

**Confirmation Requirement**

**This offer is based upon availability as of October 04, 2024 and must be confirmed with WorldStrides Celebrations within 21 days. To confirm your trip simply sign this confirmation and scan and email back to [William.Hoh@worldstrides.org](mailto:William.Hoh@worldstrides.org).** To make adjustments to the above proposal, please call us at 714-914-4723 or simply write in the changes return to WorldStrides Celebrations.

WorldStrides Celebrations is a part of WorldStrides / Lakeland Tours LLC and is a registered Seller of Travel in California, Registration #2041618-20. In the event of default, you may be eligible for a refund from the USTOA – Travel Assistance Program.

**If the foregoing is your understanding of our agreement, please so indicate by signing this original enclosed in the space provided below. WorldStrides Celebrations will return a fully signed copy of this agreement to you. Thank you.**

**Beaumont High School:**

ACCEPTED and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2024

  
Carmen Ordonez (Oct 16, 2024 16:35 PDT)

**Carmen Ordonez Director, Fiscal**

Signature

Print Name

Title

**WorldStrides Celebrations:**

ACCEPTED and agreed to this 12 day of Oct, 2024



William Hoh

Geoff Selman

Signature

Print Name

Title

**Thank you for choosing the Disneyland Resort to celebrate at Disney Grad Nite 2025. We are looking forward to celebrating with you and the Class of 2025 at Disney Grad Nite!**



**BEAUMONT UNIFIED SCHOOL DISTRICT**

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES  
(UNDER \$5,000.00)**

**THIS AGREEMENT** (“Agreement”) is made effective on September 6, 2024 (date) by and between RK Phillips 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 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 September 6, 2024 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 \$ 2,800.00 --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**  
\$25,000,000 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 \$25,000,000 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:**

RK Phillips Photography

Name

1129 Euclid Ave., Beaumont, CA 92223

Address, City, State and Zip

*Randall K Phillips*

10-25-24

Signature

Date

951.845.1975

Phone

Fax

rkphillipsphotography@verizon.net

Email

**DISTRICT:**

Beaumont Unified School District

350 W. Brookside Avenue

Beaumont, CA 92223

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

\_\_\_\_\_  
Date



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


To the Governing Board of Beaumont Unified School District:

1. Randall K Phillips 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 10-24-24 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 "B", 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 Beaumont, California on 10-24-24  
Date

  
Signature

Randall K. Phillips  
Typed or printed name

Owner  
Title

1129 Euclid Ave., Beaumont, CA 92223  
Address

951.845.1975  
Telephone

**EXHIBIT "B"**

List of Individuals Who May Come in Contact with Pupils

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



**Insert W-9**

**BEAUMONT UNIFIED SCHOOL DISTRICT**

**INSURANCE REQUIREMENTS**

- Only required if driving is part of services or driving student(s) and or employee(s)**  
*Then automobile Liability Insurance, Including Hired & Non-Owned Auto Coverage, \$1,000,000  
Accident for bodily injury and property damage.*
- (Check if Required) General Liability Insurance**  
*\$1,000,000 per incident for bodily injury and property damage.*
- (Check if Required) Professional Liability** Only if providing specialty License: Doctor, Nurse  
*Insurance \$1,000,000 per incident for bodily injury and property damage. If you have a specialty  
license, a copy of the license is required.*

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

**PLEASE ATTACH ALL DOCUMENTS REQUIRED WITH THIS CONTRACT**

- Description of Service
- W-9 Form if New Contract or Company Name Change
- Certifications if Required
- Business License
- Insurance – General or Professional
- Worker’s Comp Certificate or Waiver
- Scope of Work or Fee Schedule



# Randall K. Phillips Photography

RK Phillips Photography  
 1129 Euclid Ave.  
 Beaumont, CA 92223-1851  
 951-845-1975  
 rkphillipsphotography@verizon.net

Invoice#910546

9-26-24

Bill To:  
 Beaumont Middle College High School  
 3144 W, Westward Ave.  
 Banning, CA 92220  
 Attention: Kacey

Date	Qty	Description		Unit Price	Total
9-13-24		Photograph BMCCHS students for ID cards and school records.			250.00
		Aeries Administrative Disc			175.00
		Provide one set of ID cards per student	(68)	2.65	180.20
Subtotal					605.20
Tax					25.55
Misc.					
Balance					\$ 630.75

Please make check payable to:  
 Randall K. Phillips Photography  
 1129 Euclid Ave.  
 Beaumont, CA 92223-1851







# Beaumont Unified School District

## RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated November 13, 2024, to the AGREEMENT between the Beaumont Unified School District and Placeworks 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: 11/13/24 - 06/30/25

This amendment represents a modification to services as follows:  
An agreement to increase original contract amount from \$24,639.00 to \$34,524.00 to cover the cost of completing a Preliminary Environmental Assessment for the Meritage property site, as the DTSC stated in a determination letter dated September 27, 2024.

**ORIGINAL CONTRACT AMOUNT** ..... \$ 24,639.00

This amendment represents an **increase** in the contract amount or fee schedule attached: \$ 9,885.00

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

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

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 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	
CONSULTANT'S SIGNATURE	
<b>Dwayne Mears</b>	<b>Principal</b>
PRINT NAME	TITLE
3 MacArthur Place, Suite 1100	
Address	
Santa Ana, CA 92707	
City/State/Zip	
Phone	714-966-9220
Email	dmears@placeworks.com
<input checked="" type="checkbox"/> Provided updated form(s) and are attached.	

October 7, 2024

Anazele Gonzalez  
Director of Facilities  
Beaumont Unified School District  
Facilities Planning Team  
350 West Brookside Avenue  
PO Box 187  
Beaumont, CA 92223

Subject: Request for Contract Amendment for Environmental Consulting Services for Proposed Fairway Canyon School, Beaumont; BEA-09.0

*Transmitted via Email: [agonzalez@beaumontusd.k12.ca.us](mailto:agonzalez@beaumontusd.k12.ca.us); [krflores@beaumont.k12.ca.us](mailto:krflores@beaumont.k12.ca.us)*

Dear Ms. Gonzalez:

We appreciate the opportunity to continue our work on the 12.56-acre Fairway Canyon New School site in Beaumont. We are requesting a contract augment to cover additional work required for this project. We need to complete additional work on DTSC requirements, which is explained below.

### **SITE ASSESSMENT/DTSC REVIEW**

The DTSC stated in a determination letter dated September 27, 2024 (DTSC, 2024) that based on the information provided in the Phase I Environmental Site Assessment and the Response to Comments table, the DTSC determines that a completion of a Preliminary Environmental Assessment (PEA) is needed for the site. The DTSC stated that the PEA should address, but may not be limited to, sampling the stockpiled soil at the site. The DTSC requested that a PEA technical memorandum/workplan be submitted in accordance with the agreement between the DTSC and the District.

Information provided in this Amendment No. 2 is based on the additional scope of work requested by the DTSC necessary to provide assistance to the District through the preparation of a PEA workplan. The additional scope of services will include the following:

- Project coordination activities.
- Additional correspondence with the District and the DTSC regarding the site.
- Conduct a scoping meeting with the District and the DTSC.
- Preparation of a PEA Workplan, including the following:
  - Review any additional background records not available during the previous Phase I ESA (Ninyo & Moore, 2024) to locate and identify the following information:
    - Source of stockpiles identified at the site during the previous Phase I ESA;

and

- Disposition of stockpiles identified at the site during the previous Phase I ESA, should the site conditions have changed since the site reconnaissance during the previous Phase I ESA was conducted on April 19, 2024.
- Conduct a site visit to assess current site conditions.
- Prepare a PEA workplan (including a soil sampling rationale and figure showing the proposed sampling locations) in accordance with the PEA Guidance Manual prepared by the DTSC, dated January 1994 (revised October 2015), and Information Advisory Clean Imported Fill Material prepared by the DTSC, dated 2001.
- Prepare a site-specific health and safety plan for the field activities described in the Workplan in accordance with California Code of Regulations, Title 8, Section 5192 and 29 Code of Federal Regulations 1910.120 which will address worker safety as well as the safety of others at the site and all applicable health and safety standards for the project.
- Prepare a Quality Assurance Project Plan that outlines data quality objectives and quality control elements to be employed during the implementation of the PEA.
- Submit the PEA Workplan to the DTSC for review and approval.

## Cost Estimate

Table 1 presents our cost estimate to prepare the IS/MND based on our understanding of the project and the scope of work presented. Table 2 presents PlaceWorks’ standard fee schedule for 2024.

**Table 1. Cost Estimate**

Task	Cost
<b>Labor</b>	
Project Management	\$600
<b>Subtotal – Labor</b>	<b>\$600</b>
<b>Reimbursable Expenses</b>	
Subconsultant – Ninyo and Moore (site assessment, coordination with DTSC)	\$9,273
Misc. Office Expenses (charged at 2% of labor)	12
<b>Subtotal – Reimbursable Expenses</b>	<b>\$9,285</b>
<b>Total</b>	<b>\$9,885</b>

Subconsultants are billed at cost plus 10%.

**Table 2. PlaceWorks 2024 Fee Schedule**

**PlaceWorks – 2024 Standard Fee Schedule**

STAFF LEVEL	HOURLY BILL RATE
Principal	\$210–\$295
Associate Principal	\$195–\$275
Senior Associate II	\$170–\$260
Senior Associate I	\$160–\$220
Associate II	\$135–\$190
Associate I	\$125–\$175
Project Planner	\$105–\$165
Planner	\$90–\$145
Graphics Specialist	\$90–\$155
Administrator	\$145–\$235
Clerical/Word Processing/Technical Editor	\$45–\$155
Intern	\$80–\$115

Subconsultants are billed at cost plus 10% Mileage reimbursement is at the standard IRS-approved rate.  
Possible yearly increase of 5% on bill rates.

2024\_StdFeeSch\_01-09-24-SCHOOLS

**Acknowledgment**

This proposal shall remain valid for a period of 90 days from the time of submittal. As a Principal, I am authorized to bind the team to the contents of this submittal and to negotiate contracts on behalf of PlaceWorks. If you have any questions, please contact me at 714.966.9220 or dmears@placeworks.com.

We look forward to working with you to bring about the successful completion of this project.

Respectfully submitted,

**PLACEWORKS**



Dwayne Mears  
Principal





Diamond6 Leadership & Strategy, LLC  
950 Walnut Bottom Road, Suite 15, #236  
Carlisle, PA 17015  
Tel: 717.254.8431  
info@diamondsixleadership.com

## **AGREEMENT FOR EDUCATIONAL SERVICES**

### **Beaumont Unified School District Gettysburg Leadership Workshop July 06-10, 2025**

**THIS SERVICES AGREEMENT**, effective this 13th day of November 2024 between Diamond6 Leadership & Strategy, LLC, a Pennsylvania limited liability company (hereinafter "Diamond6") and Beaumont Unified School District, 350 Brookside Ave., Beaumont, CA, 92223 (hereinafter "Client").

### **WITNESSETH**

**WHEREAS**, Diamond6 has developed educational expertise and support services for delivery of leadership seminars and presentations (hereinafter "Educational Services"); and

**WHEREAS**, Client has requested that Diamond6 provide Educational Services for the benefit of Client; and

**WHEREAS**, Diamond6 has agreed to provide Educational Services under the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, and with intent to be legally bound, the parties hereto agree as follows:

### **Article 1 – Educational Services, Payment Terms, and Pre-Workshop Information.**

#### **Article 1.1 – Educational Services**

Diamond6 shall provide the following Educational Services to the Client:

*Diamond6 shall provide four days of Educational Services to Client, scheduled for July 06-10, 2025, for an estimated 25 participants to include the Needs and Goals Assessment, Resource Page containing Overview Presentation, Workshop Content, and Faculty Fees.*

#### **Article 1.2 – Payment Terms**

For delivery of Educational Services outlined in Article 1.1, Client agrees to pay Diamond6 tuition of \$7,500/day for twenty (20) or fewer participants; \$375/day for each participant in excess of twenty (20); and any additional charges associated with delivery of

Educational Services agreed to by Client. Client further agrees to reimburse all expenses incurred by Diamond6 at Client's request for lodging, ground transportation, meals, and any additional expenses associated with providing the Educational Services agreed to by Client. A non-refundable deposit (hereinafter "Deposit") in the amount of \$51,532.80 shall be made by Client upon execution of this Agreement. The balance is due within thirty (30) days of receipt of the final invoice, which will be submitted no later than sixty (60) days after completion of the contracted for Educational Services. A late fee of 5% per month will be added to all invoices not paid within 30 days.

A coordination fee will be added to the final invoice based on twenty percent (20%) of the combined final logistical costs incurred (i.e., hotels, buses, meeting venues, meals, etc.). Original receipts will accompany the final invoice upon request, and when available.

Diamond6 will offer a *tuition* discount of 3% if this contract is signed and deposit is received 6 months prior to event, by 1/6/25. The 3% discount will be reflected in the Final Invoice.

#### **Article 1.2.1 – Increased Participation Numbers**

Should Client need to *add* any participant(s) within the 30-day timeframe outlined in the following section under Article 1.3, the fee per participant will be increased to \$375/day regardless of whether or not that participant is within the 20 or fewer participant level.

#### **Article 1.2.2 – Decreased Participation Numbers**

Should Client need to *remove* any participant within the 30-day timeframe outlined in the following section under Article 1.3, there will be a \$100 per participant surcharge. Effort will be made to adjust logistical counts, i.e. lodging, meals, and tickets, when possible, but cannot be guaranteed.

#### **Article 1.2.3 – Last Minute Change to Participation Numbers**

No changes shall be made within 7 days of the start of the event without direct email notification by Client Contact identified in Article 3 below to Tanya McCausland.

#### **Article 1.3 – Pre-Workshop Information**

Client shall provide Diamond6 with written approval of individual sessions to be selected from a list to be made available by Diamond6 no less than sixty (60) days prior to the Commencement date for the Educational Services. Client shall further provide Diamond6 with the list of participants and other relevant logistical details at least thirty (30) days in advance of the Commencement date for the Educational Services as specified in Article 2 below. Should Client desire additional training beyond the Educational Services as set forth hereinabove, said request shall be made in writing to the Diamond6 Contact as identified in Article 3. As set forth in Article 1.2, Client agrees to pay for all costs associated with providing the requested additional training.

## Article 2 - Period of Performance

The period of performance shall take place as follows:

Commencement: July 6, 2025  
Conclusion: July 10, 2025

## Article 3 –Contacts.

All matters relating to Educational Services shall be transmitted to and coordinated by Diamond6 Contact and/or his/her designee and Client Contact and/or his/her designee.

<i>For Diamond6 (“Diamond6 Contact”)</i>	<i>For Client (“Client Contact”)</i>
Name: Cari Donley	Name: Ebon Brown
Title: Program Coordinator	Title: Asst. Superintendent
Address: 950 Walnut Bottom Road Suite 15, #236 Carlisle, PA 17013	Address: 350 Brookside Ave. Beaumont, CA. 92223
Phone: 717-254-8433 or 717-385-6444	Phone: 951-816-0789 or 951-845-1631
Email: cari@diamondsixleadership.com	Email: ebrown@beaumontusd.k12.ca.

## Article 4 – Publicity.

Neither party will use the name of the other in any publicity, advertising, or news release without prior written approval of an authorized representative of the other party. Client further agrees to refrain from taking any photographs and/or videos during any presentations.

## Article 5 -- Intellectual Property.

Diamond6 shall own all intellectual property rights in any deliverable created under this Agreement. Diamond6 may grant Client, upon request, a nonexclusive license for use of its protected Intellectual Property for limited/restrictive purposes. Client agrees that written materials provided by Diamond6 under this Services Agreement may not be copied or distributed without prior written consent of Diamond6, nor may any portion of the Educational Services be recorded or taped in any form on any media without the prior written consent of Diamond6.

## Article 6 -- Termination.

Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. In the event Client terminates this Agreement for any reason, actual incurred costs and non-cancellable commitments incurred by Diamond6 at the time of said termination shall be reimbursed by Client.

## **Article 7 – Independent Contractor Status.**

In the performance of Educational Services under this Agreement, Diamond6 shall be deemed to be and shall remain at all times an Independent Contractor.

## **Article 8 – Indemnity and Insurance.**

Client agrees to indemnify, hold harmless and defend Diamond6 and its members, agents, servants and employees from and against any and all claims losses, expenses (including without limitation, attorneys' fees, experts' fees and costs), suits, demands, actions, and judgments (including without limitation any claims, suits, demands and actions based upon contract, tort, negligence, contribution, indemnity, strict liability or otherwise) in any manner based upon or arising out of any property or personal damages, losses, expenses, charges, costs, injuries, deaths or illnesses sustained or incurred by the participants or by Client's own invitees, guests, employees, agents, servants, representatives, members or any other person or entity affiliated therewith, which may arise out of or result from or be attributed to or connected with in any way, in whole or in part, directly or indirectly, any of the following: presence upon the premises of Diamond6; or any act or omission, except those carried out negligently or which constitute intentional tortious conduct on the part of Diamond6, its agents, servants or employees.

## **Article 9 - Force Majeure.**

Neither party shall be liable to the other for any loss or damage which may be suffered by the other Party due to any direct or indirect cause beyond the reasonable control of the Party unable to perform hereunder (including without limitation any act of God, pandemic such as COVID-19, flood, drought, lightning or fire, the act or omission of government, war, military operations, or riot) ("Force Majeure"). No act or event shall be considered a Force Majeure event unless the affected Party has taken all steps which it could reasonably be expected to have taken in order to prevent such act or event occurring. If either Party is prevented or delayed in the performance of any of its obligations under this Agreement by a Force Majeure event, that Party shall forthwith serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure event and, subject to service of notice, shall have no liability in respect of the performance of such obligations as are prevented by the Force Majeure event during the continuation of such event, and for such time after they cease as is necessary for that Party, using all reasonable endeavors, to recommence its affected operations in order for it to perform its obligations.

## **Article 10 - Governing Law.**

This Agreement shall be governed and construed in accordance with laws of the Commonwealth of Pennsylvania. Any action brought hereunder shall be limited to the Court of Common Pleas in and for Cumberland County, Pennsylvania, or, if applicable, the United States District Court for the Middle District of Pennsylvania.

**Article 11 - General Provisions.**

11.1 *Breach* – Should either party breach this Agreement, the non-breaching party shall be permitted to recover costs and reasonable attorney fees incurred in the collection of any amounts due or the enforcement of any provision hereunder.

11.2 *Assignability* -- The rights and obligations of Diamond6 under this Agreement shall be assignable upon written notice.

11.3 *Severability* -- If any provision hereof is held unenforceable or void, the remaining provisions shall be enforced in accordance with their terms.

11.4 *Entire Agreement* -- This Agreement contains the entire and only agreement between the parties respecting the subject matter hereof and supersedes or cancels all previous negotiations, agreements, commitments and writings between the parties on the subject of this Agreement. Should processing of this Agreement require issuance of a purchase order or other contractual document, all terms and conditions of said document are hereby deleted in their entirety, except any such clause requiring any disputes related to this Agreement be handled through arbitration. This Agreement may not be amended in any manner except by an instrument in writing signed by the duly authorized representatives of each of the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto, by and through an authorized representative of the parties, have entered into this Agreement.

**Client**

Beaumont Unified School District

Sign: \_\_\_\_\_

Name: Carmen Ordonez

Title: Director of Fiscal Services

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

**Diamond6**

Diamond6 Leadership & Strategy, LLC

Sign: Tanya M. McCausland

Name: Tanya McCausland

Title: Chief Operating Officer

Date: 09/30/2024





**Gettysburg Leadership Workshop**

*Cost Estimate Memo*

Beaumont USD | July 06-10, 2025

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**Date:** September 30, 2024

**Cost estimate for:** Ebon Brown, Assistant Superintendent  
Beaumont Unified School District

**From:** Cari Donley, Program Coordinator  
Diamond6 Leadership & Strategy, LLC  
P: (717) 385.6444 | E: cari@diamondsixleadership.com

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**Overview:** Cost estimate for 4-Day Gettysburg Leadership Workshop for a group of **25 individuals** from Beaumont USD, July 06-10, 2025.

**Tuition:** Tuition costs are calculated for a 4-Day Leadership Workshop presented to approximately 25 participants. Included are the following: Needs and Goals Assessment, Workshop Content, and Faculty Fees.

- \$7,500/day for up to 20 people (4 days)
- \$375 per person/day over 20 people (5 people)
  - **TOTAL = \$37,500.00**

**Lodging:** Diamond6 will arrange the following hotel accommodations:

- 25 Rooms at the Homewood Suites Hotel, Carlisle, PA from July 06-10, 2025
- Up to 4 D6 Faculty Rooms at the Homewood Suites Hotel
  - \* *Dates vary based on client/workshop demands but will not exceed 4 faculty members*
  - **TOTAL = \$16,240.00**

**Transportation:** Diamond6 will arrange the following transportation:

- 38 passenger motor coach from Wolf's Bus Line, from July 06-10, 2025
- Hotel Shuttle Service for Wednesday Seminars in Carlisle
- Faculty Travel Reimbursement
  - **TOTAL = \$9,435.00**

**Meeting Space & Presentation Fees:** Diamond6 will arrange the following accommodations/presenters:

- The Barn at Sach's Covered Bridge
- Cumberland County Historical Society
- Molly Pitcher Tap Room & Restaurant
- CSIS Presentation in DC
  - **TOTAL = \$6,700.00**



**Gettysburg Leadership Workshop**

Cost Estimate Memo

Beaumont USD | July 06-10, 2025

**Meals:** Diamond6 will arrange the following meals for 30 people. (25 BUSD participants, up to 4 D6 faculty members and 1 Bus Driver)

- Dinner on Sunday, July 06, 2025, Farmhouse Restaurant at The Barn Resort
- Lunch on Monday, July 07, 2025, The Barn at Sach’s Covered Bridge
- Dinner on Monday, July 07, 2025, The Upper Crust
- Lunch on Tuesday, July 08, 2025, Visitors Center
- Dinner on Tuesday, July 08, 2025, The Mansion House
- Lunch on Wednesday, July 09, 2025, Catered by The Grazery (included in estimate) or on your own, TBD
- Dinner on Wednesday, July 09, 2025, Molly Pitcher Tap Room, Caterer TBD
- Dickinson Beverage Services on Presentation Days
- Refreshments/Water on the bus, July 06-10, 2025
  - **TOTAL = \$7,390.00**

**Tickets/Books:** Diamond6 will arrange the following event tickets and books.

- 25 Visitor Center Cyclorama Film/Museum Tickets, July 08, 2025
- 25 Signed copies of Books (supplemental learning materials)
  - **TOTAL = \$1,475.00**

**SUMMARY.** Below are estimated costs for your 4-Day Leadership Workshop.

<b>ESTIMATED COSTS</b>	
Tuition & Faculty Costs	\$37,500.00
Lodging	\$16,240.00
Transportation	\$9,435.00
Meeting Spaces/Presentation Fees	\$6,700.00
Meals	\$7,390.00
Tickets/Books	\$1,475.00
Estimated Coordination Fee, 20%	\$7,148.00
<b>TOTAL</b>	<b>\$85,888.00</b>

**Cost Estimate Disclaimer:**

*Costs are projected and estimated based on pricing as of the date the cost estimate is provided. This cost estimate should be used for planning purposes only as costs are likely to change between the date of the estimate and date of the final invoice. The amount of the final invoice will vary from the cost estimate based on the number of participants, dates, availability of suggested facilities and any additional venue, faculty, meal, lodging and/or transportation costs incurred during the rendering of the seminar. The final invoice includes a twenty percent (20%) coordination fee based on final logistical costs (e.g., lodging, transportation, meals, etc.)*

**Reviewed and approved by:**

Name: Carmen Ordonez - Director of Fiscal Services Date: \_\_\_\_\_

Signature: \_\_\_\_\_



**BEAUMONT UNIFIED SCHOOL DISTRICT**  
**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**  
**(UNDER \$5,000.00)**

**THIS AGREEMENT** (“Agreement”) is made effective on November 13, 2024 (date) by and between The Imagination Machine 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 November 13, 2024 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 \$2,491.00 --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**  
\$25,000,000 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 \$25,000,000 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.





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


To the Governing Board of Beaumont Unified School District:

I, \_\_\_\_\_ (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 \_\_\_\_\_ 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 "B", 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 \_\_\_\_\_, California on 10/28/2024  
Date

  
Lindsay Brooks (Oct 28, 2024 09:19 PDT)  
Signature

\_\_\_\_\_  
Typed or printed name  
**General Manager/Owner**  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

**EXHIBIT "B"**

List of Individuals Who May Come in Contact with Pupils

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

**Insert W-9**

**BEAUMONT UNIFIED SCHOOL DISTRICT**

**INSURANCE REQUIREMENTS**

- Only required if driving is part of services or driving student(s) and or employee(s)**  
*Then automobile Liability Insurance, Including Hired & Non-Owned Auto Coverage, \$1,000,000  
Accident for bodily injury and property damage.*
  
- (Check if Required) General Liability Insurance**  
*\$1,000,000 per incident for bodily injury and property damage.*
  
- (Check if Required) Professional Liability** Only if providing specialty License: Doctor, Nurse  
*Insurance \$1,000,000 per incident for bodily injury and property damage. If you have a specialty  
license, a copy of the license is required.*

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

**PLEASE ATTACH ALL DOCUMENTS REQUIRED WITH THIS CONTRACT**

- Description of Service
- W-9 Form if New Contract or Company Name Change
- Certifications if Required
- Business License
- Insurance – General or Professional
- Worker’s Comp Certificate or Waiver
- Scope of Work or Fee Schedule



## Contract for Assemblies presented by The Imagination Machine

This agreement is entered into by and between THE IMAGINATION MACHINE (hereinafter "IM") **Sundance Elementary — Beaumont** (hereinafter "Client") for the following purposes:

### Scope of Services:

IM will perform Creative Writing assemblies at client's location:

Sundance Elementary  
1520 E 8<sup>th</sup> St  
Beaumont, CA 92223

### Performances:

You have booked "The Writing Show" on 04/30/25. The charge is \$2,491.00 inclusive of all fees and credits. Your performance time is 9:00AM, 10:00AM & 11:00AM and cast members will arrive at 7:30AM. **Client understands that all story submissions must be mailed (post marked) by 03/21/25.** Failure to submit stories on time may necessitate that your assembly be changed to a Writing Workshop, as we will not be able to process your stories on time to perform them.

### Performance Start Times:

Performances are scheduled to BEGIN at these times. Client agrees that students will be in place and ready to participate. Client agrees that a staff member will be on campus at cast members' scheduled arrival time and will allow cast members access to the indoor performance space upon arrival. Client agrees to notify appropriate staff of IM's arrival time so that preparations can be made to the performance space as noted below. There must be a 10-to-15-minute break in between each performance to allow for students to come in and out of the area.

### Performance Facility:

Client agrees that all set-up, rehearsals and performances are to be held in an **INDOOR FACILITY**, and that considerations have been made in order to legally accommodate the number of attendees, as regulated by the Fire Marshall. **Under no circumstances will outdoor shows be permitted.** Acceptable indoor facilities are multi-purpose room, auditorium, library, cafeteria, etc. Performance "stage" area will be cleared prior to IM cast members' arrival. **Should performances be canceled due to a lack of appropriate indoor facility, Client will be responsible for full payment for the date reserved on this contract.**

### Parking:

At least 3 parking spaces will be set aside for IM cast members' use. **Should street parking be necessary, Client agrees that they have verified that performances are not scheduled in conflict with neighborhood street sweeping hours. (This includes hours when cast members will be on campus to set up and rehearse. Failure to comply will result in Client compensating cast members for tickets or fees associated with parking.)**

### Payment Terms:

**A \$750 non-refundable deposit for EACH RESERVED DATE is to be returned with this signed contract or district purchase order on or before the contract due date.** Should your deposit be late without prior arrangement with IM, a \$250 penalty will be incurred and due with final balance. The **remaining balance** due for each invoice shall be **payable one week before the performance is scheduled**, unless prior arrangements have been made. The required 10 to 15 minutes in between each assembly is free, but every minute thereafter will accrue a \$2/per minute charge. This charge can also be levied after the fact should wait times be pushed due to circumstances that are outside IM's control. IM charges each client a flat travel fee based on the distance of Client's school district office.

### Cancellation/Rescheduling:

**For any client requested change or amendment to the contract, client will be charged a \$50 fee. In the event of cancellation or rescheduling within 3 weeks of the original contracted date, client agrees to pay a \$300 penalty in addition to the \$750 deposit.**

---

The Imagination Machine  
email: [business@theimaginationmachine.com](mailto:business@theimaginationmachine.com)

Should a previously agreed upon performance be canceled due to unforeseen events (e.g.: weather, force majeure, global pandemic), IM will make every attempt to re-schedule. Should re-scheduling not be possible, client will be responsible solely for the \$750 non-refundable deposit.

**Criminal Background checks:**

While on campus, IM cast members are under constant supervision of school staff. Under these circumstances, California State Ed. Code states that no background checks are required. Should a school or district require background checks, or fingerprinting, client agrees to cover all related costs, and provide IM with the appropriate documents to sign.

**Remaining terms:**

This agreement will be governed by the laws of the state of California. This agreement supersedes all prior agreements, written or oral, between us relating to the subject matter of this agreement. Client shall keep, save and hold harmless IM from any and all damages and liability for anything and everything whatsoever arising from any fault or negligence by Client or any failure on Client's part to comply with any of the covenants, terms and conditions herein contained. Client agrees to ensure all performance spaces with the appropriate liability insurance, including fundamental coverage for bodily injury, property damage, products & completed operations, and personal injury arising from the contractor's activities. Performers are not authorized to sign any documents that could change this agreement, or any other document that could bind IM.

**Re-iteration of important dates:**

**"The Writing Show" Performance date: 04/30/25**  
**Story submission deadline for "The Writing Show": 03/21/25**  
**Contract & Deposit(s) due: 11/07/24**  
**"The Writing Show" Final Balance due: 04/23/25**

**Signed by client representative:**

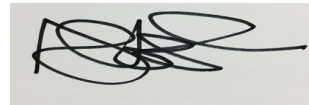
\_\_\_\_\_  
**Signature**

Carmen Ordonez/ Director of Fiscal Services

**Printed name and title**

\_\_\_\_\_  
**Date**

**Signed by The Imagination Machine:**



**Lindsay Brooks/ Co-owner**

**10/08/24**

# OUR SHOWS

## educational & **INSPIRATIONAL**

By using ideas directly from the students at our assemblies, we create a show that engages and inspires them like few others can - all while retaining deep educational value and promoting a love for reading and writing!



Strengthen writing proficiency



Develop critical thinking



Spark students' creativity

# the WRITING SHOW



The Imagination Machine's most popular assembly will literally bring your students' own stories to life! Nothing inspires your students to write like watching their own words spring onto the stage, fully-fleshed out in a complete production with professional actors, music, and costumes! The selected authors also receive a Certificate of Writing Achievement at the end of the show. This is the show that will have your students begging to write stories!

STORY GUIDELINES



## writing WORKSHOPS

# WRITE AWAY

## P.O. BOX

1519 E Chapman Ave #96  
Fullerton, CA, 92831

## CONTACT EMAIL

business@theimaginationmachine.com

## PHONE

(949) 430-1828

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perfect genre for your story, this assembly proves that a single idea for a story can have many different versions. After you finish your first draft, you can still write away!



STORY GUIDELINES

FREQUENTLY ASKED QUESTIONS

PRICING BREAKDOWN



## GREAT PLOT!

When one of our actors is visited by a friendly face from the future, they learn that the story they're about to turn in might be missing one of the most important parts of any great story: the plot! But with help from the audience, as well as some fun plot-building exercises, they manage to fix the problem and create the perfect story. All they needed was a Great Plot!

BOOK NOW!



**BEAUMONT UNIFIED SCHOOL DISTRICT**  
**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**  
**(UNDER \$5,000.00)**

**THIS AGREEMENT** (“Agreement”) is made effective on November 13, 2024 (date) by and between Pacific Animal Productions 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 November 13, 2024 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 \$950.00 --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**  
\$25,000,000 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 \$25,000,000 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.



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

To the Governing Board of Beaumont Unified School District:

I, Kevin Cordromp (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 5/14/25 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 "B", 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 \_\_\_\_\_, California on \_\_\_\_\_  
Date



\_\_\_\_\_  
Signature  
Kevin Cordromp

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Title  
19038 Willow st  
Hesperia, CA 92345

\_\_\_\_\_  
Address

\_\_\_\_\_  
760-885-1259  
Telephone

**EXHIBIT "B"**

List of Individuals Who May Come in Contact with Pupils

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

Kevin Cordromp  
Alii Saavedra- Cordromp  
Jasmine Tautua



**Insert W-9**

**BEAUMONT UNIFIED SCHOOL DISTRICT**

**INSURANCE REQUIREMENTS**

- Only required if driving is part of services or driving student(s) and or employee(s)**  
*Then automobile Liability Insurance, Including Hired & Non-Owned Auto Coverage, \$1,000,000  
Accident for bodily injury and property damage.*
  
- (Check if Required) General Liability Insurance**  
*\$1,000,000 per incident for bodily injury and property damage.*
  
- (Check if Required) Professional Liability** Only if providing specialty License: Doctor, Nurse  
*Insurance \$1,000,000 per incident for bodily injury and property damage. If you have a specialty  
license, a copy of the license is required.*

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

**PLEASE ATTACH ALL DOCUMENTS REQUIRED WITH THIS CONTRACT**

- Description of Service
- W-9 Form if New Contract or Company Name Change
- Certifications if Required
- Business License
- Insurance – General or Professional
- Worker’s Comp Certificate or Waiver
- Scope of Work or Fee Schedule



# QUOTE

Pacific Animal Productions  
United States

**BILL TO**  
**Starlight Elementary**

jrosebooth@beaumontusd.k12.ca.us

**Quote Number:** Starlight5/14/25

**Quote Date:** October 3, 2024

Items	Quantity	Price	Amount
<b>School presentation</b> 1510 Cougar Way Beaumont, CA 92223 United States @9-10 am TK performance	1	\$675.00	\$675.00
<b>Travel/Transportation</b>	1	\$100.00	\$100.00

**Total:** \$775.00

Pay Securely Online



[link.waveapps.com/drc6bs-6cqwb3](https://link.waveapps.com/drc6bs-6cqwb3)

### Notes / Terms

We can't wait to join you for your event!

Please pay the remaining balance 5 days before your program.

Payment can be in forms of Zelle, Venmo or PayPal (3.5% will be added) or check.



# QUOTE

**Pacific Animal Productions**  
United States

## Notes / Terms

If Payment is made through check please send to:

19038 Willow st. 92345

Hesperia,CA

A 7% fee is added to invoice if payment is made online through wave payments. Fee will be removed from invoice if payment is agreed day of. If payment is late after performance a \$175 late fee will be charge.

CANCELLATION of the engagement by the client for any reason shall forfeit the deposit. Cancellation of the engagement by the client WITHIN 2 weeks of the date of engagement shall also require payment of the balance to the act, unless the client rebooks the same act for an open date within 30 days of the cancelled date.

If, due to death, sudden incapacitating illness, accident, or other unforeseeable circumstances and/or acts of God, the act is unable to perform as contracted, every effort will be made by the agency (if so notified and if time & circumstances permit) to provide a substitute act (subject to approval by the client) to perform in place of the canceling act, at the same fee & terms. If no acceptable substitute act can be found all payments will be returned. Upon such refund, this contract shall become null & void, and the client shall have no further legal recourse against the act or the agency. If the act is late starting due to unavoidable detention (traffic, weather etc.) the client has the option to add that amount of time to the end of the function at no additional charge or to deduct a pro-rated refund from the balance due to the act at the function. All Animal ambassadors are subject to change in any situation within any time frame.

Thank you!

-PA Productions



**BEAUMONT UNIFIED SCHOOL DISTRICT**  
**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**  
**(UNDER \$5,000.00)**

**THIS AGREEMENT** (“Agreement”) is made effective on November 13, 2024 (date) by and between Dairy Council of California 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 November 13, 2024 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 \$ 0.00 --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**  
\$25,000,000 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 \$25,000,000 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.



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

To the Governing Board of Beaumont Unified School District:

I, Elizabeth Miller (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 11/13/24 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 "B", 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 Beaumont, California on 11/12/24  
Date

Elizabeth Miller  
Signature

Elizabeth Miller  
Typed or printed name

dairy instructor  
Title

1418 N Market Blvd  
Address

916203 0258  
Telephone

**EXHIBIT "B"**

List of Individuals Who May Come in Contact with Pupils

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

**Insert W-9**

**BEAUMONT UNIFIED SCHOOL DISTRICT**

**INSURANCE REQUIREMENTS**

- Only required if driving is part of services or driving student(s) and or employee(s)**  
*Then automobile Liability Insurance, Including Hired & Non-Owned Auto Coverage, \$1,000,000  
Accident for bodily injury and property damage.*
  
- (Check if Required) General Liability Insurance**  
*\$1,000,000 per incident for bodily injury and property damage.*
  
- (Check if Required) Professional Liability** Only if providing specialty License: Doctor, Nurse  
*Insurance \$1,000,000 per incident for bodily injury and property damage. If you have a specialty  
license, a copy of the license is required.*

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



**PLEASE ATTACH ALL DOCUMENTS REQUIRED WITH THIS CONTRACT**

- Description of Service
- W-9 Form if New Contract or Company Name Change
- Certifications if Required
- Business License
- Insurance – General or Professional
- Worker’s Comp Certificate or Waiver
- Scope of Work or Fee Schedule

Celebrate National Farm-to-School Month by bringing the farm to your classroom! Learn **X**  
how! →

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What To Expect

## What to Expect

Find out what to expect when the Mobile Dairy Classroom visits your whole school.



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### Check Availability for **FREE** Assembly

If your elementary school is in California and you would like a **FREE** visit from the Mobile Dairy Classroom, please visit our [online scheduler](#).

## Request the Mobile Dairy Classroom

If your school is located out of our regular travel zones, **virtual assembly options** are available for you.

### What should you and your students expect to see?

- The Mobile Dairy Classroom Assembly brings agriculture right to your school teaching students new vocabulary, the anatomy of a cow, how milk goes from the cow to the table, and the importance of healthy eating and physical activity.
- There will be two 45-minute assemblies:
  - 45 minutes for lower elementary grades, K-3, focusing on vocabulary, life cycles and anatomy concepts
  - 45 minutes for upper elementary grades, 4-6, explaining the ruminant digestive system, lactation cycle, agriculture technology and milk processing with proper vocabulary
- The cow stays in her classroom trailer for the whole assembly.
- The assembly is an outdoor event and will take place in the morning, so make sure your students bring jackets if the weather is cool.
- Chairs are not recommended.
- This assembly is intended for **whole school** participation.



**To help your students get the most out of the assembly, [download activities for your students to do before and after the assembly](#). Enjoy!**

## Requirements

The assembly must be held in the morning and in an outdoor area that can accommodate a 35-foot truck and trailer combination. No electricity is needed.

**Please note the Mobile Dairy Classroom assembly is only available in California.**

If you have any questions, please contact [MDC@HealthyEating.org](mailto:MDC@HealthyEating.org).



## Learn About the History of the Mobile Dairy Classroom

The free assembly has been in operation for over 100 years.

[Watch here](#) →

“ Thank you so much for the opportunity for our students to experience “a real cow” as they said!  
... It was a wonderful experience for all! ”

Kelly Freitas, Santa Cruz

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**Mobile Dairy  
Classroom**  
brought to you by



## Connect Agriculture and Healthy Choices for Students

Our instructors combine their passion for nutrition education and love of agriculture in their work.

**Request Free Assembly**

# CONSULTANT SERVICES AGREEMENT

(SPECIAL INSPECTION AND/OR TESTING SERVICES)

This AGREEMENT is made and entered into this 13th day of November in the year 2024 (“EFFECTIVE DATE”), by and between the BEAUMONT UNIFIED SCHOOL DISTRICT, hereinafter referred to as (the “DISTRICT”), and Leighton Consulting, 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 GLEN VIEW HIGH SCHOOL CLASSROOM ADDITION 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 FIVE THOUSAND Dollars (\$5000.00) 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:**

Leighton Consulting, Inc.

*Ron Reed*

By: Ron Reed (Oct 28, 2024 10:46 PDT)

Ron Reed, Managing Director

**DISTRICT:**

Beaumont Unified School District

By: \_\_\_\_\_  
Carmen Ordonez, Director of Fiscal Services

**EXHIBIT "A"**

*(INSERT CONSULTANT'S PROPOSAL)*

October 18, 2024

Proposal No. 039.P000030164

Beaumont Unified School District  
350 Brookside Avenue  
Beaumont, California 92223

Attention: Ms. Ana Gonzalez

**Subject: Proposal for Import Fill Assessment  
Glen View High School  
Beaumont Unified School District (BUSD)  
939 E. 10<sup>th</sup> Street, Beaumont, California**

## **INTRODUCTION**

Leighton Consulting, Inc. (Leighton) is pleased to provide this proposal to Beaumont Unified School District (referred to hereafter as BUSD or the “District”) for the assessment of proposed import fill soil for the Glen View High School Classroom Addition Project, located at 939 East 10<sup>th</sup> Street in the city of Beaumont, California (referred to hereafter as the “Site”). The borrow site for the proposed import fill is Chandler Aggregates, located at 36060 Gilman Springs Road in Moreno Valley, California. Leighton understands that at present, approximately 300 cubic yards (CY) of stockpiled soil are needed for import to Glen View High School.

This import fill assessment will be completed in general accordance with the Department of Toxic Substances Control (DTSC) Information Advisory Clean Imported Fill Material, dated October 2001.

This proposal was prepared in accordance with our Consultant Services Agreement with the District, dated August 7<sup>th</sup>, 2024. Leighton does not have commitments or conflicts of interest that would affect our ability to complete the proposed services for this Project.

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## DESCRIPTION OF SERVICES

The proposed scope of work will include the following tasks:

- Historical Review / Observe Borrow Area – Leighton will complete a cursory review of available historical documents (e.g., aerial photographs) and State environmental regulatory agency online databases (e.g., GeoTracker and EnviroStor) to evaluate the historical land use of the proposed borrow site. Leighton will also complete a brief field assessment of the identified borrow site for any obvious indications of environmental concerns prior to collecting soil samples for laboratory analysis.
- Soil Sampling – Leighton will collect two (2) four-point field composite soil samples from eight (8) discrete sample locations at the contractor/client-identified borrow area. Each composite soil sample will be retained in a laboratory-supplied glass jar, properly labeled, and stored in an ice-filled chest for transport to Jones Environmental, Inc., a California-licensed environmental laboratory in Santa Fe Springs, California. Standard Chain-of-custody protocol will be followed throughout the sample handling process.
- Laboratory Analyses – Jones will analyze the two (2) field composite soil samples for Title 22 Metals by United States Environmental Protection Agency (USEPA) Methods 6010/6020/7471 and asbestos by Polarized Light Microscopy (PLM).
- Data Analysis – Leighton will review the analytical results screen them against applicable regulatory criteria for residential/unrestricted use.
- Reporting – Leighton will provide the District with a recommendation regarding the suitability of the material for import to the Site and prepare a brief report, including appropriately illustrated figures, tabulated analytical results, a discussion of the analytical results, and our conclusions regarding the suitability of the material for import to the Site. The report will also include the laboratory analytical reports and chain of custody documentation.

## SCHEDULE

From the time of contract approval, the approximate schedule for completion of the project, including sampling, laboratory analyses, data analysis, and reporting, is 5 business days.

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## ASSUMPTIONS AND LIMITATIONS

- Leighton's scope of work is limited to the above activities. If additional mobilizations, activities, samples, or analyses are required, they may be provided at additional cost.
- The proposed borrow area will be delineated by either the District or their representative prior to sampling to ensure the material sampled is the material to be used for import (assuming the laboratory results are acceptable for unrestricted use).
- The borrow site will be accessible for sampling by Leighton staff and without delay exceeding one hour.
- Sampling can occur during normal working hours (Monday through Friday, 7:00 AM to 5:00 PM).
- Laboratory analyses have been costed for a 24-hour rush turnaround time.
- The laboratory analysis rush turnaround time is dependent upon the laboratory ability to accommodate the requested time, that dilutions are not necessary, that additional QA/QC analyses are not required, and that there are no equipment delays.

## FEES AND TERMS

Leighton proposes to complete the import soil testing on a fixed fee basis for a total of **Five Thousand Dollars (\$5,000)**, payable upon receipt of invoice.

If additional services are required, they may be provided in accordance with Leighton's discounted 2022 Professional Fee Schedule. We understand that the scope and tasks for this project WILL be subject to California prevailing wage laws and certified payroll reporting requirements. If we are awarded this work, please send us your Agreement between Consultant and Subconsultant for Professional Services for our review and signature.

## SCHEDULE

From the time of contract approval, the approximate schedule for completion of the project (sampling, laboratory analyses, data analysis, and reporting) is 5 business days.



## CLOSING

We appreciate the opportunity to work with you on this project. If you have questions regarding our proposal or information that would update our scope of work, please contact us at your convenience at (949) 568-4144 or at the e-mail address listed below.

Respectfully submitted,

LEIGHTON CONSULTING, INC.



Michael Priestaf  
Project Geologist  
mpriestaf@verdantas.com

Distribution: Addressee (PDF via e-mail)

# GROUP EVENT AGREEMENT

PARK INFORMATION	
Park Name:	Castle Park
Mailing Address:	3500 Polk Street CA 92505 Riverside United States
Contact Name:	Vanessa Ramirez
Phone:	(951) 785-3031
Fax:	
Email:	vanessa.ramirez@palaceentertainment.com

EVENT INFORMATION		
Event Date and Time:	Event Start Time:	Event End Time:
6/4/2025	10:00 AM	3:00 PM
Food Service Time(s):	11:00 am - 11:30 am	
Area Reserved:	Picnic Area	
Deposit Amount:	USD 0	
Deposit Due Date:		

GROUP INFORMATION		
Group Name:	Deborah Testa	
Street Address:	200 Cougar Way	
City:	State:	Zip Code:
Beaumont	California	92223
Phone:	Email:	
[REDACTED]	dtesta@beaumontusd.k12.ca.us	
Contact Name:	Deborah Testa	
Title:		

SHIPPING INFORMATION		
Shipping Name:	Deborah Testa	
Shipping Address:		
City:	State:	Zip Code:
[REDACTED]		
Phone:	Email:	
[REDACTED]	dtesta@beaumontusd.k12.ca.us	
Contact Name:	Deborah Testa	
Title:		

Description	Min # Guaranteed	Estimated Attendance	Unit Price	Estimated Tax	Net Total
Complimentary Chaperone Admission	15		USD 0.00	USD 0.00	USD 0.00
Student Admission	300		USD 21.00	USD 0.00	USD 6,300.00
Student & Chaperone Meal	315		USD 8.99	USD 247.79	USD 3,079.64
<b>TOTAL:</b>					<b>USD 9,379.64</b>

**SPECIAL INSTRUCTIONS/PROMOTIONAL MERCHANDISE OR MATERIALS**

150 Pizza Meals  
 150 Chicken Tender Meals  
 6 Buses-Bus parking is free.

**Client Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Name (Print):** Carmen Ordonez **Title:** Director of Fiscal Services

**Park Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Name (Print):** \_\_\_\_\_ **Title:** \_\_\_\_\_

## TERMS AND CONDITIONS OF GROUP EVENT AGREEMENT

- 1. PARTIES:** This Group Event Agreement ("Agreement") is entered into between the "Park" and the "Group" respectively named above. Group is herein appointed for the purpose of ticket sales only and shall have no power or authority to act for Park in any capacity other than in the sale or disbursement of consigned group Event tickets
- 2. ACCEPTANCE:** This Agreement becomes effective and binding on the date of Group's signature. Park has no obligation whatsoever unless and until Group makes the necessary Deposit Fee payment (and other specified payments) and Park accepts the same, and until such time, Park may book any other group on the specified dates/times or cancel this Agreement. The signatures on behalf of Group and Park above evidence agreement to all of the terms and conditions of this Agreement.
- 3. GROUP EVENTS:** All group Events are subject to the terms and conditions of this Agreement, the terms and conditions printed on the tickets involved in the Event and, to the extent not inconsistent or conflicting with those two sets of terms and conditions, Group's proposal attached hereto (if any).
- 4. TICKETS & PRICES:** Group may reserve additional tickets for the Event at the prices listed on the reverse side of this Agreement. Prices are based on the stated Estimate; a decrease in the actual number of Group members may result in correspondingly higher ticket prices. If Group fails to make timely Deposit Fee payment, ticket prices are subject to change. Title to all tickets shall remain with Park until sold. Tickets may only be sold to (a) Group's members and (b) general public only if the Internet is not used to offer tickets to non-Group members.
- 5. FOOD, BEVERAGES, & MERCHANDISE:** Except as otherwise agreed, all food and beverages consumed at the Park must be purchased at the Park Facility. Group may arrange catering services with the Park prior to the Event. The quoted prices are subject to change until final confirmation of a menu and the number of meals to be served. Group may also sell retail merchandise on Park Facility to its own members, subject to Park's approval and supervision.
- 6. EVENT AREA RESERVED:** The reserved area is as specified above. Park, in its sole discretion, reserves the right to relocate the Group to a different area within the Park. All reasonable efforts will be made to relocate the Group to an area which is equally desirable.
- 7. DEPOSIT FEE:** Except as may be specified differently in , Group shall pay a non-refundable deposit fee within thirty (30) days of the Agreement's execution to hold and confirm the Group Event. The deposit fee shall be applied toward Group's total costs for the Event, unless Group forfeits the deposit fee by a no-show or canceling the Event. **A no-show without prior written notice to Park shall make Group liable for the full minimum guarantee.**
- 8. FINAL GUARANTEE:** No less than five (5) days prior to the date of the Event, Group shall provide Park with: (1) the number of participants attending the Event; (2) the number and type of tickets to be used; (3) the number of meals to be served; and (4) the number of additional goods or services to be provided.
- 9. PAYMENT: GROUP SHALL PAY FOR THE EVENT (INCLUDING ALL TICKETS, CATERING, AND ADDITIONAL GOODS AND SERVICES) IN FULL AT LEAST 14 BUSINESS DAYS PRIOR TO THE EVENT** (unless otherwise specified herein), and simultaneously return all unused tickets. Group shall pay all fees and expenses for: (1) the actual number of tickets used, meals prepared or served, and additional goods and services provided; (2) 100% of the number of tickets, meals, and additional goods and services that Group provided to Park in its final guarantee; OR (3) the minimum number of tickets, meals, and additional goods and services Group guaranteed to purchase (as provided on the reverse side of this Agreement), whichever is greater. Group shall remit payment in the form of cash, credit card, money order or approved Group check (no second-party or personal checks will be accepted), and forwarded to Park's mailing address specified.
- 10. TAX:** All applicable state and local taxes as of the Event Date will be added.
- 11. CANCELLATION:** Either party may cancel the Event by providing thirty (30) days prior written notice to the other party. In the case of inclement weather, Park may close the Park at its sole discretion and will attempt to reschedule the Event. If the Park remains open, Group is expected to hold the Event. Park is not responsible for disruption of the Event by nature, or for any damages, costs or expenses arising out of cancellation. In the event Group cancels the Event, Group shall forfeit its Deposit. If Group cancels the Event with less than thirty (30) days written notice, Group shall also reimburse Park, as liquidated damages, for an amount equal to 50% of the minimum guaranteed ticket sale (including meals and other goods/services requested) at the agreed upon price. If Group cancels the Event with less than ten (10) days written notice, Group is responsible to Park for the full contract price: 100% of the minimum guaranteed ticket sale (including meals and other goods/services requested) at the agreed upon price.
- 12. RISK OF LOSS & REFUNDS:** Group assumes full responsibility and risk of loss for all group tickets consigned, and agrees to pay Park the equivalent cash value for all non-returned tickets, regardless of the reason or cause for said nonreturn. Park shall not give any refunds, nor anything else of value, for pre-purchased tickets that are not used.
- 13. WARRANTY:** The person who executes this Agreement on behalf of each party expressly represents and warrants that he or she has the full and complete authority to do so. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, PARK MAKES NO FURTHER WARRANTIES AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 14. LIABILITY:** Park reserves the right to inspect and control all private Events on its premises. Park has the sole discretion to eject the Guest or any of its members or other ticketed guests from Park's premises at any time. Group shall be liable for any and all damages suffered or incurred by Park, Park employees, the Park Facility or any third parties, which are caused (directly or indirectly) by Group (including without limitation its employees, agents, contractors, vendors, performers or invitees). Park shall not be liable for loss or damage of or involving personal property or equipment brought into the Park.
- 15. INDEMNIFICATION:** Group shall indemnify, hold harmless and defend Park (including its managers, owners, officers, directors, agents, employees, affiliates and parent companies), from all claims, liabilities, damages or costs (including reasonable attorneys' fees), which may be incurred in conjunction with the Group's acts or omission, negligence, willful misconduct or illegality, or in connection with this Agreement.
- 16. INSURANCE:** Group certifies that it has adequate insurance to cover any injury or damage it may cause or suffer in connection with the Group Event or this Agreement. Alternatively, Group agrees to bear the costs of any such injuries or damages itself. It shall be the sole responsibility of Group to obtain the appropriate amount of insurance to cover its obligations hereunder. Group shall, upon request, furnish Park with a copy of its insurance certificate. Park may also require that it be named as an additional insured.
- 17. ASSIGNMENT & MODIFICATION:** This Agreement is not assignable and shall not be modified except in writing and signed by both parties.
- 18. GOVERNING LAW/FORUM FOR DISPUTES:** The laws effective in the state where the Event is to be held, as effective on the Event Date, shall govern the validity, performance and construction of this Agreement along with any matters arising out of or related to this Agreement, without giving effect to this state's conflict of law principles. Jurisdiction and venue shall lie in the courts of the county or nearest county where the Event takes place. Group irrevocably consents to the exclusive jurisdiction of the aforesaid courts and to the service of process in the aforesaid courts by the mailing of copies thereof to Group at its address set forth above. Group further waives its right to a jury trial, to the extent permissible under the governing state's law.
- 19. INDEPENDENT CONTRACTOR:** Each party hereto is an independent contractor bearing its own risk of profit and loss.
- 20. MISCELLANEOUS:** This Agreement constitutes the complete, exclusive, and final agreement between the parties with respect to the subject matter herein, and it may only be modified by a written amendment signed by both parties. Delay or failure of Park to enforce any right or remedy under this Agreement shall not impair, or be deemed a waiver of, any right or remedy hereunder. The waiver by Park of the breach or default of any condition or provision hereof shall in no way impair the right of Park to avail itself of any right or remedy for any subsequent breach or default thereof. The unenforceability or illegality, in whole or in part, of any provision of this Agreement shall not affect the validity of the remainder of such provision or of any agreement resulting from such invalidity. Any provision herein that, by its nature, should survive shall survive the termination or expiration of this Agreement.

School Name: Summerwind Trails ES	Mailing Address: 1020 Poinsettia Circle, Calimesa CA 92320	
Contact Person: Erin Miller	Business Phone: (951) 542-1950	
Fax Number: (951) 755-8987	Email: <a href="mailto:emiller@beaumontusd.k12.ca.us">emiller@beaumontusd.k12.ca.us</a>	Grade: 5
Dates Beginning: March 12, 2025	Dates Ending: March 14, 2025	
Camp Type: 3-day Science Camp	Camp agrees to provide Cabin Leaders	<b>Location: MILE HIGH</b>

**FINANCIAL GUARANTEE:**

- A. We guarantee a minimum number of **80** students, and understand that the final number of students cannot exceed **100** without communication and consent from Mile High Ministries (MHM or Camp). Adults are not included in the number of contracted guests.
- B. We agree to pay **\$330.00** per student for a MINIMUM GUARANTEE of **\$26,400.00**. A non-refundable DEPOSIT of **\$2,640.00** is enclosed, which will be used to reserve our stay. Teachers, Chaperones, and school representatives may receive a discounted rate.
- C. If our group count falls below the minimum for part or all of the program duration, we WILL meet our entire financial obligation to MHM for the full amount of the MINIMUM GUARANTEE.
- D. Failure to request an increase in the maximum number of students less than one (1) month prior to camp arrival may incur a 10% penalty charge per additional student.
- E. 25% of the MINIMUM GUARANTEE amount: **\$6,600.00** is due on or before **December 12, 2024**. The final bill, including program variations (added activities, meals, etc.) and damages incurred by students or adults will be rectified before departure.
- F. Schools will receive one (1) teacher for every 25 students, up to three (3) teachers, at no additional cost. Schools providing their own Chaperones or those who wish to bring additional teachers/administrative staff must arrange this with Camp no later than one (1) month prior to arrival. Additional adults in camp will be subject to an additional fee whether they attend for the full or partial duration of the program.

**CANCELLATION POLICY:**

Unless Camp is forced to close (e.g. due to forest closure, highway access closure, etc.) ALL cancellations by the school, regardless of advanced notification or the cause for cancellation (including weather) **will result in total forfeit of the 10% DEPOSIT**. We understand that we are obligated to meet the full MINIMUM GUARANTEE amount of this contract. Requests for full/partial refunds (with the exception of the DEPOSIT) must be submitted, in writing, 120 days prior to the reserved date by the contract signee. We understand that this policy has been clearly stated and will be enforced by MHM. \_\_\_\_\_ (initial here)

**RESPONSIBILITY GUIDELINES:**

- A. We agree to return this signed CONTRACT along with the non-refundable DEPOSIT on or before **December 2, 2024** or it is understood that Camp is free to negotiate with another school for our camp dates.
- B. We understand that should we neglect to submit a signed CONTRACT, and yet proceed with payment of the DEPOSIT, this action will act as a binding agreement to and signature of the terms outlined in this CONTRACT.
- C. The DEPOSIT and one (1) signed copy of this CONTRACT should be sent to: Mile High Pines, PO Box 397, Angelus Oaks CA 92305.
- D. Camp fees shall be due and payable prior to arrival. Fees received late will be subject to a penalty fee.
- E. Returned checks are subject to a \$35 penalty fee.
- F. We understand that our school is NOT guaranteed exclusivity to the camp dates listed above or to the program/facility, and that MHM is free to book additional schools on the same dates as listed in this contract with or without notice to our school.
- G. We agree to arrive between **10:30-11am** on Arrival Day, and will leave camp between **10:45-11am** on Departure Day.
- H. We agree to be out of our cabins no later than 8:30am on the day of departure.
- I. We agree to **bring at least one vehicle** to stay on-campus for the entire duration of the program, **including overnight**, for emergency purposes. This vehicle may not leave campus unless being used in response to an emergency.



# SCHOOL CONTRACT

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

- J. We agree to **bring a minimum of two (2) school representatives** for the entire duration of our program including overnight, and to provide 1:1 Aides for those students who require an Aide at school (same gender Aides may be required based on student needs).
- K. If Camp agrees to provide Cabin Leaders, it is understood that this fee is included in the per student rate.
- L. We agree to submit a **Prior to Arrival form** online to report a final camper count, dietary restrictions, and medical considerations **no later than 1 month prior** to camp dates ([www.codesschool.com/prior-to-arrival-form](http://www.codesschool.com/prior-to-arrival-form)).
- M. We agree to supply Camp with a "Waiver of Liability" naming Mile High Ministries as additional insured.
- N. We understand that CODES involves scheduled activities with required/expected attendance, led by qualified instructors.
- O. We understand that Camp has the right to dismiss any person (student or adult) due to illness, injury, or if breaches of policy are determined. Breaches include, but are not limited to: fighting, stealing, or excessive bullying; any activity that is inherently dangerous to self/others; outright defiance; intentionally destroying property; cabin raiding/pranks; unauthorized leaving of cabins or entering cabins of the opposite gender; and other behaviors at the discretion of Camp. No refund, either in part or in full, will be issued to a program participant that has been dismissed from camp. **Furthermore, if a camper is dismissed from camp early for any reason, we understand, and will do what is necessary, to enforce MHM's policy that a parent/guardian is required to pick up their child immediately regardless of the time of day or night, or convenience.** \_\_\_\_\_ (initial here)
- P. For the safety of students, it is understood that inclement weather may delay, change, or cancel activities including, but not limited to: waterfront, high ropes, hikes. Camp will issue a refund for any "added" program activities in the event of cancellation due to weather.
- Q. We acknowledge that MHM does not allow groups to sell any goods on its Facility, nor replicate any of its proprietary property, including, but not limited to, merchandise, materials, logos/slogans, and program elements (e.g. schedules, activities, curriculum, etc.).
- R. It is understood that all attending adults must be screened/background checked by the school prior to arrival; this is required.
- S. It is understood that all attending adults will have set expectations, responsibilities, and policies to abide by, including those pertaining to alcohol, tobacco/nicotine, and drug use; these can be found on our website.
- T. We agree to cooperate with Camp in all areas pertaining to camp maintenance, to reimburse Camp for damages caused by our group to its facilities or property, and to obey the CAMP POLICIES & REGULATIONS stated on the camp's website.
- U. We will comply with all US Forest Service regulations, relating to fire prevention, inclement weather, road conditions/closures, and public safety, as well as County Health Dept. regulations.
- V. Liability for "Injury to Persons or Property":
  1. Our group/school agrees to supervise and assume full control and responsibility for any persons, entities, or things other than MHM personnel or property who/which are, for any reason, on the Facility by reason of the group/school's program or use of the Facility.
  2. Our group/school agrees to defend, indemnify, and hold harmless MHM and its past, present and future members, directors, officers, employees, agents, and independent contractors and its successors, assigns and heirs from and against any harm and/or claim made by any third party arising out of, or in any way connected with our group/school's actions or failure(s) to act in respect of its use to the Facility.
  3. For the purpose of this section, 'any person' includes, but is not limited to, the group/school's agents and employees, participants in the group/school's program and the group/school's visitors.

Facilities are assigned by Camp and subject to change without notice.

I have read and agree to the terms of this contract.

Signature: \_\_\_\_\_

Title: Carmen Ordonez/Director of Fiscal Services

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

Phone: 951.845.1631

Organization Address: 350 Brookside Ave., Beaumont, CA 92223

### OFFICE USE ONLY

Date Rec'd: \_\_\_\_\_ Rec'd By: \_\_\_\_\_ Deposit Amount: \_\_\_\_\_ Check #: \_\_\_\_\_



Crystal Miederhoff, Senior Class Advisor  
Beaumont High School  
39139 Cherry Valley Boulevard  
Beaumont, CA 92223  
School: 951-845-3171 ext. 343203



E-Mail: [cmiederhoff@beaumontusd.k12.ca.us](mailto:cmiederhoff@beaumontusd.k12.ca.us)

October 04, 2024

Dear Crystal,

WorldStrides Celebrations is pleased to confirm for the Beaumont High School – Class of 2025 your graduation event at Disney Grad Nite 2025!

**Package Inclusions:**

**Admission to Disney’s California Adventure Park – After 8:00 pm**

Includes unlimited use of rides and attractions in Disney California Adventure from 8:00 pm to 2:00 am. Admission ticket is only valid after 8:00 pm on the arrival day of your Disney Grad Nite 2025 event. Disney theme park hours and attractions subject to change without notice.

**Admission to Disney Grad Nite 2025**

Includes a private party in Disney California Adventure Park after park closing including special entertainment, dance clubs, and most rides and attractions. Private Grad Nite party will be from 10:00 pm until 2:00 am

**Chaperone Admission to Disney Grad Nite 2025**

One complimentary chaperone ticket for every 20 tickets purchased. If additional chaperones are desired, additional chaperone tickets may be purchased at the student price.

**Complimentary Parking for Charter Buses**

Complimentary parking will be provided for charter buses in the Toy Story Parking Lot. Chaperone driven vehicles will be subject to any parking costs that are normally charged by the Disneyland Resort. Please note all guests must arrive by charter bus or chaperone driven vehicle.

Please note that the Disney Grad Nite ticket is only valid on the specified date of your event. Participants must have a Disney Grad Nite ticket as a valid form of admission. Entry cannot be combined with any other Disney Parks offers, complimentary tickets or Annual Passports. Park hours, offers, services, attractions and entertainment may be seasonal and are subject to change without notice.

**Cost and Payment Schedule**

\$119.00 for each student ticket or guest ticket

One complimentary chaperone ticket will be given for every 20 student / guest tickets purchased

Currently your event date is scheduled for Wednesday, June 04, 2025 and we are estimating approximately 550 purchased tickets plus 27 complimentary chaperone tickets. **NON-REFUNDABLE Tickets must be purchased at least 75 days prior to your event date to guarantee your participation.** If your participation needs should change by more than 10% please contact us to adjust your ticket count.

**Cost and Payment Schedule**

Due to the very limited number of Disney Grad Nite tickets available we are requesting a \$500.00 non-refundable deposit prior to December 01, 2024 to confirm your reservation as definite. Once the \$500.00 deposit has been received your pending reservation will be converted to a definite reservation. The deposit will be applied to the balance due for your group tickets. Your Disney Grad Nite final ticket count and payment must be received a minimum of 75 days in advance of your Disney Grad Nite date.

Any tickets purchases submitted less than 60 days prior to your arrival date are not guaranteed and subject to availability. **All payments and Disney Grad Nite tickets are NON-REFUNDABLE.**

**Confirmation Requirement**

**This offer is based upon availability as of October 04, 2024 and must be confirmed with WorldStrides Celebrations within 21 days. To confirm your trip simply sign this confirmation and scan and email back to [William.Hoh@worldstrides.org](mailto:William.Hoh@worldstrides.org).** To make adjustments to the above proposal, please call us at 714-914-4723 or simply write in the changes return to WorldStrides Celebrations.

WorldStrides Celebrations is a part of WorldStrides / Lakeland Tours LLC and is a registered Seller of Travel in California, Registration #2041618-20. In the event of default, you may be eligible for a refund from the USTOA – Travel Assistance Program.

**If the foregoing is your understanding of our agreement, please so indicate by signing this original enclosed in the space provided below. WorldStrides Celebrations will return a fully signed copy of this agreement to you. Thank you.**

**Beaumont High School:**

ACCEPTED and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2024

  
Carmen Ordonez (Oct 16, 2024 16:35 PDT)

**Carmen Ordonez Director, Fiscal**

Signature

Print Name

Title

**WorldStrides Celebrations:**

ACCEPTED and agreed to this 12 day of Oct, 2024



William Hoh

Geoff Selman

Signature

Print Name

Title

**Thank you for choosing the Disneyland Resort to celebrate at Disney Grad Nite 2025. We are looking forward to celebrating with you and the Class of 2025 at Disney Grad Nite!**





**BEAUMONT UNIFIED SCHOOL DISTRICT**

350 Brookside Ave.  
Beaumont, CA 92223

**Beaumont Unified School District Work-Based Learning / Work Experience Program  
Agreement for Affiliation**

This Agreement ("Agreement") is made and entered into as of the later of 11/13/24, or the execution of the Agreement by both parties (the "Effective Date") between **Beaumont Unified School District** ("DISTRICT"), and Cherry Valley Health Care ("AFFILIATE")

WHEREAS, the DISTRICT operates a Career Technical Education (CTE) Work-Based Learning and Work Experience Program ("Program") for its students under which students receive academic credit towards their high school diploma for participation in a work-place setting learning about the different types of vocational or occupational training offered through the Program, and,

WHEREAS, the AFFILIATE has the below listed facility(ies) and is willing to make it/them available to the DISTRICT's students accepted into the Work Based Learning (WBL) / Work Experience Education (WEE) Program (herein referred to as "Accepted Students"), at no cost, for the use in the work-based mentoring of the DISTRICT's students enrolled in the Program, and/or is willing to provide work-based mentoring to students enrolled in the Program at their school sites.

Address(es): Cherry Valley Health Care  
5800 W. Wilson St.  
Banning, CA 92220

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DISTRICT and AFFILIATE agree as follows:

1. **Term and Termination.** The term of this Agreement shall be five (5) years commencing on the later of 11/13/24, or the execution of the Agreement by both parties (the "Effective Date"). This Agreement may be renewed through mutual written agreement signed by both parties. This Agreement may be terminated by either party with or without cause upon thirty (30) days' written notice to the other party.
2. **Use of Facility(ies).** The AFFILIATE agrees to make the above-listed facility(ies) available to the DISTRICT for the instruction of the Accepted Students enrolled in a WBL / WEE Program.



- a. The Accepted Students will be subject to the rules and regulations of the AFFILIATE during the hours they are within the AFFILIATE'S facility(ies) and participating in the WBI /WEE Program at the facility(ies). DISTRICT shall communicate and advise Accepted Students on their responsibility for complying with AFFILIATE rules, regulations, policies and procedures and ensure students' compliance with the same.
- b. Students will wear appropriate identification to designate them as Accepted Students.

3. **Program Operations.**

- a. All instruction, time schedules, and use of AFFILIATE'S facility areas or departments will be coordinated by DISTRICT staff and the managing personnel of the AFFILIATE.
- b. The AFFILIATE will provide necessary orientation to the Accepted Students.
- c. Accepted Students in an unpaid internship will not displace regular employees of the AFFILIATE.
- d. Accepted Students in an unpaid internship shall not be entitled either to pay or benefits for the instructional or training time, or services rendered at the AFFILIATE'S facility(ies), or to a job with the AFFILIATE at the conclusion of the training/Program.
- e. The AFFILIATE will provide a safe and clean work environment that complies with all 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.
- f. The DISTRICT shall bear all expenses of conducting the Program class. The AFFILIATE shall have no obligation under this Agreement, except as herein provided.
- g. The DISTRICT shall abide by all provisions of the California Administrative Code, Title V, and the Community Classroom and Cooperative Vocational Education requirements and all other applicable laws, rules and regulations, local, state, and federal.
- h. Employees or agents of AFFILIATE who enter onto DISTRICT premises for purposes of providing mentoring or training to students shall be subject to any health or safety requirements established by the DISTRICT. **Prior to commencing work under this Agreement that would require working with students** on District premises while not under the supervision of a District employee, AFFILIATE'S affected employees and agents shall (according to DISTRICT policies and procedures) be fingerprinted and shall provide proof of all required health clearances, including, but not limited to tuberculosis clearance.
- i. Nothing herein shall be interpreted to require AFFILIATE to accept students from the Program for mentoring at the listed facilities. This decision to accept any students shall be made by AFFILIATE, in its sole and absolute discretion.

4. **Employer and Workers' Compensation Coverage.** The DISTRICT under whose supervision unpaid work experience education, cooperative vocational education, community classrooms, or a job shadowing experience, are provided shall be considered the employer under Division 4 (commencing with Section 3200) of the Labor Code of students receiving this training. The DISTRICT shall provide Workers' Compensation insurance coverage for each unpaid Accepted Student who receives training at AFFILIATE's facility(ies).
5. **Screening Requirements.** DISTRICT understands and agrees that Accepted Students will be required to meet certain screening, immunization, background checks and other competency standards that AFFILIATE may require, in its sole discretion. These requirements are subject to change and may vary depending on the nature of the training program. A list of AFFILIATE requirements for students shall be made available upon request. Accepted Students must meet all requirements of AFFILIATE prior to participating in the Program at the facility.
6. **Withdrawal of Students.** AFFILIATE may immediately remove from the premises any student who poses an immediate threat or danger to personnel or to the quality of services or for unprofessional behavior, and for any other lawful purpose. AFFILIATE may request DISTRICT to withdraw or dismiss a student from the Program at the facility when his or her performance is unsatisfactory to AFFILIATE or his or her behavior, in AFFILIATE's discretion, is disruptive or detrimental to the AFFILIATE and/or its customers, employees, or visitors. In such event, said student's participation in the Program at the facility shall immediately cease.
7. **Independent Contractor.** The parties hereby acknowledge that they are independent contractors, and neither the DISTRICT nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of the AFFILIATE. The AFFILIATE is an independent contractor, and is not an officer, agent, or employee of the DISTRICT, and has no authority to contract or enter into any other agreement in the name of the DISTRICT. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, or between or among the AFFILIATE and any and all students. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.
8. **Insurance.** The AFFILIATE agrees to maintain, at all times during the term of this Agreement and for a period of three (3) years thereafter, a comprehensive program of risk retention and insurance with such insurance carriers and in such amounts of insurance coverage reasonably acceptable to the DISTRICT, and to provide the DISTRICT with copies of certificates of insurance and/or other evidence of insurance coverage upon request. The DISTRICT shall secure and maintain during the term of this Agreement, comprehensive general public liability insurance for each Accepted Student and DISTRICT instructor of at least One Million Dollars (\$1,000,000) for each claim, up to a total of Three Million Dollars (\$3,000,000) in any one year, to cover claims and liabilities for personal injury, death or property damage arising from the activities of the DISTRICT. Incidental malpractice is included in the provisions of the comprehensive general liability insurance so long as the student and instructor are acting within the scope of their assigned duties. DISTRICT shall provide AFFILIATE with copies of certificates of insurance and/or other evidence of insurance coverage upon request.

9. **Indemnification and Hold Harmless.** Both parties shall defend, indemnify and hold harmless the other party, its officers, employees, agents and students from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims from injury or damages occurring in connection with or incident to or arising out of the occupancy, use, service, operations or performance of work under this Agreement, to the extent resulting in whole or in part from the negligent, reckless or intentional acts or omissions of the indemnifying party or its subcontractors, or any officers, employees, agents, or representatives of the indemnifying party or its subcontractors.
10. **Assignment of Contract.** Neither the DISTRICT nor the AFFILIATE shall assign the whole or any part of this Agreement, without the express written consent of the other party and all sureties who have executed bonds on behalf of either party in connection with this Agreement.
11. **Equal Opportunity Clause.** The DISTRICT and AFFILIATE and their respective officers, employees, managers, and agents shall not discriminate against any person on the basis of any protected characteristic, including but not limited to race, religion, color, national origin, disabilities, marital status, age, or sex. The DISTRICT and AFFILIATE each affirm that it is an equal opportunity employer and shall comply with any other laws or regulations prohibiting discrimination as may be applicable to them.
12. **Notices.** Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other Party as follows:

To DISTRICT:

Beaumont Unified School District  
Attention: Ebon Brown, Ed.D.  
Title: Assistant Superintendent of Instruction  
and Support Services  
350 Brookside Ave.  
Beaumont, CA 92223

To AFFILIATE:

Affiliate Address: *Cherry Valley*  
*Health Care*  
Attention: *5800 W Wilson St.*  
*Banning, CA 92220*  
Title: *Avery McClyster*  
Address: *Administrator*

and/or to such other persons or places as either of the Parties may hereafter designate in writing. All such notices shall be effective when received.

13. **Governing Law.** This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of said State without giving effect to conflicts of laws principles.
14. **Severability.** Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.
15. **Entire Agreement; Amendments to Agreement.** This Agreement constitutes the entire agreement between the Parties who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied between the Parties to this

Affiliate Number WBL-\_\_\_\_\_

Agreement. All provisions of this Agreement herein shall remain in effect throughout the term thereof unless the Parties agree, in a written document signed by both Parties, to amend, add or delete any provision, except that the DISTRICT may amend the Agreement to accomplish changes required by law. Email correspondence shall not qualify as a written document signed by an authorized signatory.

- 16. **Headings.** The headings contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.
- 17. **Waiver.** No waiver shall be binding unless executed in writing by the party making the waiver and agreed to by both parties. No waiver of any provision of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

**Beaumont Unified School District**

**Affiliate:**

Address: 5800 W WILSON ST  
BANNING, CA 92220

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

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

Carmen Ordonez-Director of Fiscal Services

AVERY MCCUSKER

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

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

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

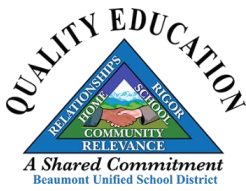
Date: 10.16.2024

**(Check one that applies if a CTE WBL Program)**

- Agriculture and Natural Science
- Arts, Media, and Entertainment
- Building Trades and Construction
- Education, Child Development, and Family Services
- Energy and Utilities
- Engineering and Design
- Fashion and Interior Design
- Finance and Business
- Special Education
- Health Science and Medical Technology
- Hospitality, Tourism, and Recreation
- Information Technology
- Manufacturing and Product Development
- Marketing, Sales, and Service

Affiliate Number WBL- \_\_\_\_\_

- o Public Services
- o Transportation



# Beaumont Unified School District

## RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated October 10, 2024, to the AGREEMENT between the Beaumont Unified School District and RVH Constructors, Inc 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) 1 Contract Term: 11/13/24 - 06/30/25

- This amendment represents a modification to services as follows:  
Final change order reducing the contract from \$819,000.00 to \$776,178.00 to credit work removed from the project scope and the unused allowance.

**ORIGINAL CONTRACT AMOUNT** ..... \$ 819,000.00

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

This amendment represents a **decrease** in the contract amount or fee schedule attached: \$ 42,822.00

**NEW CONTRACT AMOUNT** ..... \$ 776,178.00

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>C0012510</u>
Required Updated Forms
<b>Check off any items that are applicable to the contract:</b>
<input 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	
<u>Blake Van Hensbergen</u> <small>Blake Van Hensbergen (Nov 1, 2024 23:12 PDT)</small>	
CONSULTANT'S SIGNATURE	
<b>Blake Van Hensbergen</b>	
PRINT NAME	TITLE
1571 Parkway Look, Suite B	
Address	
Tustin, CA 92780	
City/State/Zip	
Phone <u>657-231-6230</u>	
Email <u>blake@rvhconstructors.com</u>	
<input type="checkbox"/> Provided updated form(s) and are attached.	

1650 Spruce Street, Suite 300  
Riverside, CA 92507

**CHANGE ORDER**

**Project:** Beaumont Summerwind Trails K-8  
1020 Poinsettia Circle  
Calimesa, CA 92320

**Change Order No.:** 04-001

**To Contractor:** RVH Constructors  
1571 Parkway Loop, Suite B  
Tustin, CA 92780

**Date:** 10/10/2024

**Contract For:** Category No. 4  
**Contract Date:** 04/24/2024

**DSA App No.:** 04-122669  
**DSA File No.:** 33-6  
**Project No.:** 24-461

The original (Contract Sum) was .....	\$819,000.00
Net change by previously authorized Change Orders .....	\$0.00
The (Contract Sum) prior to this Change Order was .....	\$819,000.00
The (Contract Sum) will be changed by this Change Order .....	\$- 42,822.00
The new (Contract Sum) including this Change Order will be .....	\$776,178.00
The Contract Time will be changed by .....	(0) Days
The Date of Completion as of the date of this Change Order therefore is .....	08/06/2024

**Architect's Statement**      I have reviewed the figures submitted by the Contractor and they have been accepted. I believe this result is valid, the changes are necessary, and recommend your approval.

**REVIEWED BY**

  
\_\_\_\_\_  
**Architect**

**Date** 10/17/2024

  
\_\_\_\_\_

**Contractor**

**Date** Mark Mercado  
Digitally signed by Mark Mercado  
DN: c=US, email=mark@rvhconstructors.com,  
ou=RVH Constructors, cn=Mark Mercado  
Reason: I am approving this document  
Date: 2024.10.17 10:37:22-0700

**APPROVED BY**

Beaumont Unified School District

**Owner**  
**By** \_\_\_\_\_

**Date** \_\_\_\_\_









# Beaumont Unified School District

## RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated September 25, 2024, to the AGREEMENT between the Beaumont Unified School District and Spec Construction, CO. Inc 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) 1 Contract Term: 11/13/24 - 06/30/25

This amendment represents a modification to services as follows:  
 Change order PIA-003 for Category 04 increasing the original contract amount from \$3,888,000.00 to \$3,892,154.000 for removal of gravel and installation of asphalt at Palm Innovation Academy.

**ORIGINAL CONTRACT AMOUNT** ..... \$ 3,888,000.00

This amendment represents an **increase** in the contract amount or fee schedule attached: \$ 4,154.00

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

**NEW CONTRACT AMOUNT** ..... \$ 3,892,154.00

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>C0012276</u>
Required Updated Forms
<b>Check off any items that are applicable to the contract:</b>
<input 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
 <small>Chaz Delafosse (Nov 6, 2024 07:25 PST)</small>
CONSULTANT'S SIGNATURE
<b>Chaz Delafosse President</b>
PRINT NAME <span style="float: right;">TITLE</span>
<u>115 West Main St.</u> <small>Address</small>
<u>Ontario, CA 91762</u> <small>City/State/Zip</small>
Phone <u>909-947-4601</u>
Email <u>info@speconstructionco.com</u>
<input type="checkbox"/> Provided updated form(s) and are attached.

**Cat 04 -CHANGE ORDER NUMBER 1**

PROJECT:	<b>2023-05B HVAC Project Construction Phase</b>	DATE:	<b>9/25/2024</b>
		ARCHITECTS PROJECT NUMBER:	<b>N/A</b>
		CONTRACT DATE:	<b>9/18/2023</b>
		CONTRACT FOR:	<b>Cat. 04</b>
		DSA APPLICATION NOS:	<b>04-121046</b>
CONTRACTOR:	<b>Spec Construction, CO. Inc. 115 W. Main St. Ontario, CA 91762</b>		
		FILE NOS:	<b>N/A</b>
Design West FILE NO. Cat. 04 - CO-01			

*You are hereby directed to provide the extra work necessary to comply with this change order*

<b>DESCRIPTION OF CHANGE:</b>	
PCO PIA-003 - Spec - (RFI 068) Palm Innovation Academy - Remove Gravel & Install Asphalt	\$4,154.00

Contractor accepts the terms and conditions stated as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents.

**NOT VALID UNTIL SIGNED BY THE OWNER, ARCHITECT, AND CONTRACTOR**

The Original Contract Sum was.....	\$	3,888,000.00
Net Change by previously authorized Change Orders.....	\$	-
The Contract Sum prior to this Change Order was.....	\$	3,888,000.00
The Contract Sum will be changed by this Change Order in the amount of.....	\$	4,154.00
The new Contract Sum including this Change Order will be.....	\$	3,892,154.00

The Contract Time will be increased by \_\_\_\_\_ 0 days  
 The Date of Substantial Completion as of the date of this Change Order therefore is:

<p><b>Design West Engineering</b>                    Date <u>9/25/2024</u>                  Design West Engineering                  412E Vanderbilt Way                  San Bernardino, CA 92408</p>	<p><b>CONTRACTOR</b>                    Date <u>9/25/2024</u>                  Spec Construction, CO. Inc.                  115 W. Main St.                  Ontario, CA 91762</p>	<p><b>OWNER</b>                  _____                  Date _____                  Beaumont USD                  350 Brookside Ave.                  Beaumont, CA 92223</p>
--	---	--

## FORM AGREEMENT

**THIS AGREEMENT** ("Agreement"), entered into this **13<sup>th</sup>** day of **September, 2023** in the County of Riverside of the State of California, by and between the Beaumont Unified School District, hereinafter called the "District", and **SPEC CONSTRUCTION CO., INC.**, hereinafter called the "Trade Contractor".

**WITNESSETH**, the District and the Trade Contractor for the consideration stated herein agree as follows:

**ARTICLE I - SCOPE OF WORK:** The Trade Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and shall coordinate and sequence Trade Contractor's Work under the Direction of Construction Manager and District and in cooperation with other Trade Contractors on the Project to perform and complete all Work required in connection with Trade Contract Number **Category 04 Bid No. 2023-05B for HVAC Project Construction Phase** Project ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Trade Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Trade Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Construction Manager, Architect, Engineer, Inspector, Division of the State Architect ("DSA"), or representative of any of them, unless such act or omission actually prevents the Trade Contractor from fully complying with the Contract Documents and the Trade Contractor protests, in accordance with the requirements of the Contract Documents, that the act or omission is preventing the Trade Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Trade Contractor from fully complying with the Contract Documents.

**ARTICLE 2 - TIME OF COMPLETION:** The District may give notice to proceed within ninety (90) days of the award of the bid by the District. The work shall be commenced on or before the date stated in the District's Notice to Proceed and shall be completed within **347** calendar days beginning 5 days after receipt of the District's Notice of Award letter with Substantial Completion being completed within **319** consecutive calendar days. This shall be called "Contract Time." (See Article 8.1.1 of the General Conditions). It is expressly understood that time is of the essence.

Trade Contractor has thoroughly studied the Project and has satisfied itself that the duration set forth for the Contract Time and the duration provided for in Trade Contractor's Scope of Work for this Project is adequate for the timely and proper completion of the Project within each milestone set forth in the Outline Schedule and within the Contract Time. Further, Trade Contractor has included, in the analysis of the time required for this Project, items set forth in General Conditions Article 8.3.2.12, Submittal Schedules, Rain Day Float, and Governmental Delay Float.

**ARTICLE 3 - LIQUIDATED DAMAGES:** It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Trade Contractor will pay the District the sum of Four Thousand Dollars (\$4,000.00) per calendar day for each and every day of delay attributable to Trade Contractor's critical path delay to the Project Baseline Schedule that delays Key Milestones for delivery of Phases or causes delay to the Contract Time set forth in Article 2 of this Agreement, as Liquidated Damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Trade Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due Trade Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions).

**ARTICLE 4 - CONTRACT PRICE:** The District shall pay to the Trade Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of **THREE MILLION EIGHT HUNDRED EIGHTY-EIGHT THOUSAND DOLLARS (\$3,888,000.00)**, said sum being the total amount stipulated in the Bid Trade Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance in writing by the Trade Contractor and the District, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the Trade Contractor proceeds with a Change in work without a written agreement between the District and Trade Contractor regarding the cost of a Change Order, the Trade Contractor waives any Claim of additional compensation for such additional work.

**ARTICLE 5 - HOLD HARMLESS AGREEMENT:** Trade Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their respective officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Trade Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their respective officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Trade Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their respective officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, cost, expense or attorney's fees of any nature whatsoever, in accordance with Article 3.16 of the General Conditions, which may be incurred by reason of: (a) Liability for (1) any damages, injury, or bodily injury to or death of any person(s); (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) breach of any warranty, express or implied; (4) any failure or alleged failure to comply with any provision of the Contract Documents or any applicable governmental law, rule, regulation, or other requirement; (5) products installed in or used in connection with the Work; (6) any claims of violation of the Americans with Disabilities Act ("ADA"); or (7) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Trade Contractor or any person, firm or corporation employed by Trade Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs 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.

(c) Any dispute between Trade Contractor and Trade Contractor's subcontractors/supplies/Sureties, including, but not limited to, any failure or alleged failure of the Trade Contractor (or any person hired or employed directly or indirectly by Trade Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Trade Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 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.

**ARTICLE 6 - PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction (See Article 1.2.1.5 of the General Conditions.)

**ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT:** The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Notice Inviting Bids
- Instructions to Bidders
- Designation of Subcontractors
- Non-Collusion Declaration
- Bid Guarantee Form
- Bid Bond
- Bid Form
- Acknowledgment of Bidding Practices Regarding Indemnity
- DVBE Participation Statement and Close-Out Forms
- Agreement Form
- Payment Bond
- Performance Bond
- Guarantee
- Escrow Agreement for Security Deposit In Lieu of Retention
- Workers' Compensation/Employers Liability Endorsement
- General Liability Endorsement
- Automobile Liability Endorsement
- Trade Contractor's Certificate Regarding Drug-Free Workplace
- Trade Contractor's Certificate Regarding Tobacco, Drug and Alcohol-Free School Board Policies
- Trade Contractor's Certificate Regarding Background Checks
- Trade Contractor's Certificate Regarding Iran Contracting
- General Conditions
- Supplementary and Special Conditions
- Outline Schedule
- Trade Contractor Scope of Work
- Specifications
- All Addenda as Issued
- Drawings/Plans
- Substitution Request Form

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

**ARTICLE 8 - PREVAILING WAGES:** Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (“DLSE”) (See Article 13.7.6 of the General Conditions).

The following are hereby referenced and made a part of this Agreement and Trade Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

**ARTICLE 9 - RECORD AUDIT:** In accordance with Government Code Section 8546.7 (and Davis-Bacon Act, if applicable) and Article 13.11 of the General Conditions, records of both the District and the Trade Contractor shall be subject to examination and audit for a period of three (3) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

**ARTICLE 10 - TRADE CONTRACTOR’S LICENSE:** The Trade Contractor must possess throughout the Project a Class **B** Contractor’s License, issued by the State of California, which must be current and in good standing.

**ARTICLE 11 – WORKERS’ COMPENSATION:** In accordance with the provisions of Labor Code Sections 1860, 1861, and 3700, the Trade Contractor shall be required to secure the payment of compensation to his or her employees. Prior to performing work on this Agreement, the Trade Contractor shall sign and file a Workers’ Compensation Certificate, to be provided by the District and which includes language similar or equal to the following: “I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

*[Remainder of page intentionally left blank.]*

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the above named parties, on the day and year first above written.

BEAUMONT UNIFIED SCHOOL DISTRICT

TRADE CONTRACTOR: **Spec Construction Co., Inc.**

Sergio San Martin

Typed or Printed Name

Jasen DeLaFosse

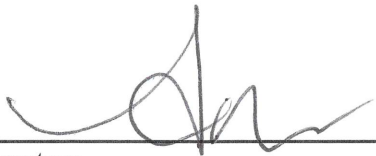
Typed or Printed Name

Chief Business Official

Title (Authorized Officers or Agents)

Executive Officer

Title (Authorized Officers or Agents)

  
Signature

  
Signature

**(CORPORATE SEAL)**

510-112/4571258.1

**INSURANCE DOCUMENTS & ENDORSEMENTS**

The following insurance endorsements and documents must be provided to the Beaumont Unified School District within five (5) calendar days after receipt of notification of award. If the apparent low bidder fails to provide the documents required below, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders, and the bidder's bid security will be forfeited. All insurance provided by the bidder shall fully comply with the requirements set forth in Article 11 of the General Conditions.

1. General Liability Insurance: Certificate of Insurance with all specific insurance coverages set forth in Article 11 of the General Conditions, proper Project description, designation of the District as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the District and minimum of thirty (30) days' cancellation notice. Bidder shall also provide required additional insured endorsement(s) designating all parties required in Article 11 of the General Conditions. The additional insured endorsement shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion.

Incidents and claims are to be reported to the insurer at:

Attn: Chrysal Wells - Executive Account Manager  
(Title) (Department)  
ISU Armac Insurance Agency Inc.  
(Company)  
17177 Yuma St.  
(Street Address)  
Victorville CA 92395  
(City) (State) (Zip Code)  
( 760 ) 269-3334 chrysal@isu-armac.com  
(Telephone Number) (Email)

2. Workers' Compensation/ Employer's Liability Insurance: Certificate of Workers' Compensation Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum of thirty (30) days' cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements.




3. Automobile Liability Insurance: Certificate of Automobile Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum thirty (30) days' cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the District.

Incidents and claims are to be reported to the insurer at:

Attn: Claims  
(Title) \_\_\_\_\_ (Department) \_\_\_\_\_  
Mercury Insurance  
(Company) \_\_\_\_\_  
555 W. Imperial Hwy  
(Street Address) \_\_\_\_\_  
Brea CA 92821  
(City) (State) (Zip Code)  
( \_\_ 800 \_\_ ) 503-3724 chrystal@isu-armac.com  
(Telephone Number) (Email)

DATE: 9/14/2023

Spec Construction Co., Inc.  
TRADE CONTRACTOR

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

Signature

510-112/4560824.1

**TRADE CONTRACTOR'S CERTIFICATE REGARDING WORKERS'  
COMPENSATION FORM**

Labor Code Section 3700 in relevant part provides:

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

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.
3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code Section 3700, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. I will comply with such provision, if I am deemed to be a contractor ineligible for the owner controlled insurance program ("OCIP"), as outlined in the Supplemental General Conditions Section 11.1.1 A, before commencing the performance of the work of this Contract. If I am an eligible contractor, the workers' compensation coverage will be provided through the OCIP.

  
\_\_\_\_\_  
(Signature)

Jasen DeLaFosse  
\_\_\_\_\_  
(Print)

9/14/2023  
\_\_\_\_\_  
(Date)

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Trade Contractor's bid.

510-112/4560882.1

HVAC Project Construction Phase  
Beaumont Unified School District

00661: Trade Contractor's Cert.re: Workers' Comp.  
Page 1

## **TRADE CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE**

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

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

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

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

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

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

Date: 9/14/2023

Proper Name of Contractor: **SPEC CONSTRUCTION CO. INC.,**

Signature of Authorized Person:  \_\_\_\_\_

Print Name: Jasen DeLaFosse

Title: Executive Officer

510-112/4560894.1

**TRADE CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS**

Unless the Beaumont Unified School District (“District”) has expressly determined that the employees of **SPEC CONSTRUCTION CO. INC.**, (“Trade Contractor”) will have limited contact with pupils, all employees of Trade Contractor that may have any contact with pupils shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice, in accordance with Education Code Section 45125.1.

\_\_\_\_ Spec Construction Co., Inc. \_\_\_\_\_ certifies that it has performed each of the following: [Name of Trade Contractor/consultant]

Pursuant to Education Code Section 45125.1, Trade Contractor has conducted criminal background checks through the California Department of Justice, of all employees providing services to the Beaumont Unified School District, pursuant to the contract/purchase order dated \_\_\_\_\_, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

In accordance with Education Code Section 45125.1, attached hereto as Attachment “A” is a list of the names of the employees of the undersigned who may come in contact with pupils.

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

Date September 14, 2023

**SPEC CONSTRUCTION CO. INC**  
[Name of Trade Contractor/Consultant]

  
\_\_\_\_\_  
By its: Executive Officer

**ATTACHMENT A:**

**TRADE CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS**

*(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)*

510-112/4570634.1

Rafael Acevedo  
Guadalupe Aguayo  
Jesus Arenas  
Anthony Castillo  
Domingo Chilel  
Esdras Chilel  
Darwin Cash  
Felipe Cax  
Melvin Cash  
Brendan Corcoles  
Tyler Corcoles  
Justin Coy  
Greg Gardner  
Juan Gonzalez  
Luis Gonzalez  
Gabriel Huerta  
Richard Huerta  
Julio Jauregui  
Mark Lien  
Brett Lien  
Todd Langenbau  
Jimmy Marks  
Octavio Resendiz  
Brent Oddo  
Javier Topete  
Diego Gallardo  
Joel Farias

**PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION**

Contract for Category Number **04** for the **2023-05B HVAC Project Construction Phase** between **BEAUMONT UNIFIED SCHOOL DISTRICT** (“District”) and **SPEC CONSTRUCTION CO., INC.** (“Bidder”).

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including without limitation, the labor compliance program, if this Project is subject to a labor compliance program.

Date: 9/14/2023

Proper Name of Contractor: **SPEC CONSTRUCTION CO., INC.**

Signature of authorized person:  \_\_\_\_\_

Print Name: Jasen DeLaFosse

Title: Executive Officer

END OF DOCUMENT

**TRADE CONTRACTOR'S CERTIFICATE REGARDING TOBACCO, DRUG AND ALCOHOL-FREE SCHOOLS BOARD POLICIES**

The Trade Contractor agrees that it will abide by and implement the District's Tobacco, Drug and Alcohol-Free Schools Board Policies, which prohibit the possession, use, or sale of drugs and alcohol, and smoking and/or the use of tobacco products, at any time, in District-owned or leased buildings, on District property and in District vehicles, unless otherwise permitted by law. The Trade Contractor shall procure signs stating "TOBACCO, ALCOHOL, AND DRUG USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: 9/14/2023

SPEC CONSTRUCTION CO., INC.  
Trade Contractor

By:   
Signature

510-112/4560909.1



## LEAD-BASED MATERIALS CERTIFICATION

Contract for Category Number **04** for the **2023-05B HVAC Project Construction Phase**

between **BEAUMONT UNIFIED SCHOOL DISTRICT** ("District") and **SPEC CONSTRUCTION CO. INC.** ("Bidder").

This certification provides notice to the Contractor that:

- (1) Contractor's work may disturb lead-containing building materials
- (2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.
- (3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

### **1. LEAD AS A HEALTH HAZARD**

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

### **2. OVERVIEW OF CALIFORNIA LAW**

Education Code section 32240 et seq. is known as the Lead-Safe-Schools Protection act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of

California for the purpose of developing risk factors to predict lead contamination in public schools (Ed Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed.Code § 32243, subd. (b.)) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, §32244.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed.Code, § 32243, subd. (b.)) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination / emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including Title 8, California Code of Regulations, section 1532.1).

**Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.**

**3. RENOVATION, REPAIR AND PAINTING RULE, SECTION 402(c)(3) OF THE TOXIC SUBSTANCES CONTROL ACT**

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovation firms, using renovators with training by an EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within Title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

**4. CONTRACTOR'S LIABILITY**

If the Contractor fails to comply with any applicable laws, rules, regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising there from,

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: 9/14/2023

Proper Name of Contractor: **SPEC CONSTRUCTION CO., INC.**

Signature of authorized person: 

Print Name: Jasen DeLaFosse

Title: Executive Officer

END OF DOCUMENT

**IMPORTED MATERIALS CERTIFICATION**

Contract for Category Number **04** for the **2023-05B HVAC Project Construction Phase** between **BEAUMONT UNIFIED SCHOOL DISTRICT** ("District") and **SPEC CONSTRUCTION CO. INC.**, ("Bidder").

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statues and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

Certification of:

- Delivery Firm / Transporter
- Supplier
- Manufacturer
- Wholesaler
- Broker
- Retailer
- Distributor
- Other \_\_\_\_\_

Type of Entity:

- Corporation
- General Partnership
- Limited Partnership
- Limited Liability Company
- Sole Partnership
- Other \_\_\_\_\_

Name of firm ("Firm"): Spec Construction Co., Inc.

Mailing Address: 115 W. Main St., Ontario, CA 91762

Addresses of branch office used for this Project:  
same as above

If subsidiary, name and address of parent company:  
N/A

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: 9/14/2023

Proper Name of Contractor: **SPEC CONSTRUCTION CO. INC.**

Signature of authorized person:  \_\_\_\_\_

Print Name: Jasen DeLaFosse

Title: Executive Officer

END OF DOCUMENT

**PAYMENT BOND**

**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the BEAUMONT UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to **SPEC CONSTRUCTION CO., INC.** (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: **CAT. 04 – GENERAL CONSTRUCTION** (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, **SPEC CONSTRUCTION CO., INC.**, the undersigned Contractor, as Principal; and Old Republic Surety Company, a corporation organized and existing under the laws of the State of Wisconsin, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the **BEAUMONT UNIFIED SCHOOL DISTRICT** and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of **THREE MILLION EIGHT HUNDRED EIGHTY-EIGHT THOUSAND DOLLARS (\$3,888,000.00)**, such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any

HVAC Project Construction Phase  
Beaumont Unified School District    ADDENDUM NO. 1

00610: Payment Bond  
Page 1

person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any Obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the 14th day of September, 2023.

PRINCIPAL/CONTRACTOR:  
SPEC CONSTRUCTION CO., INC.


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

  
JASON DELAFOSSE, CEO

SURETY:

Old Republic Surety Company

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

  
Attorney-in-Fact Randy Spohn

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:  
(Name and Address of Surety)

(Name and Address of agent or representative  
for service for service of process in California)

Old Republic Surety Company

R S Bonding & Insurance Agency

14728 Pipeline Ave., Suite E  
Chino Hills, CA 91709

1633 E. Fourth Street, Suite 228  
Santa Ana, CA 92701

Telephone: (909) 367-2015

Telephone: (714) 541-4700

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

STATE OF CALIFORNIA            )  
COUNTY OF                        )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
(SEAL)

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

510-112/4560836.1





# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Randy Spohn, Matthew R. Dobyms, Hamilton Kenney, Ashley M. Spohn of Santa Ana, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 11th day of August, 2022.

Karen J. Haffner  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 11th day of August, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson  
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74 7097



Signed and sealed at the City of Brookfield, WI this 14th day of September, 2023.

Karen J. Haffner  
Assistant Secretary

ORSC 22262 (3-06)

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Old Republic Surety Company

of Brookfield, Wisconsin, organized under the laws of Wisconsin, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

SURETY, LIABILITY and MISCELLANEOUS

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 14th day of December, 19 90, I have hereunto set my hand and caused my official seal to be affixed this 14th day of December, 19 90.



By

ROYANI M. GUILLOTTE  
Insurance Commissioner  
VICTORIA S. SIDBURY  
Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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

State of CALIFORNIA

County of ORANGE

On September 14<sup>th</sup>, 2023 before me, ERIKA G. MORGAN, NOTARY PUBLIC,

personally appeared RANDY SPOHN,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

**WITNESS my hand and official seal.**

\_\_\_\_\_  
Signature of Notary

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER
- \_\_\_\_\_
- PARTNER(S)                       LIMITED
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNER IS REPRESENTING:**  
**NAME OF PERSON(S) OR ENTITY(IES)**

\_\_\_\_\_  
\_\_\_\_\_

**THE FINAL PREMIUM IS  
PREDICATED ON THE  
FINAL CONTRACT PRICE**

Bond No.: WCN 7455754  
(One of Two Originals)

**PERFORMANCE BOND**

**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the BEAUMONT UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to **SPEC CONSTRUCTION CO. INC.**, (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: **CAT. 04 – GENERAL CONSTRUCTION** (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated **SEPTEMBER 13, 2023**, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, **SPEC CONSTRUCTION CO. INC.**, the undersigned Contractor, as Principal, and Old Republic Surety Company, a corporation organized and existing under the laws of the State of Wisconsin, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the BEAUMONT UNIFIED SCHOOL DISTRICT in the sum of **THREE MILLION EIGHT HUNDRED EIGHTY-EIGHT THOUSAND DOLLARS (\$3,888,000.00)**, said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

HVAC Project Construction Phase  
Beaumont Unified School District

00620: Performance Bond  
Page 1

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract. Obligee shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 14th day of September, 2023.

PRINCIPAL/CONTRACTOR:  
SPEC CONSTRUCTION CO. INC.,

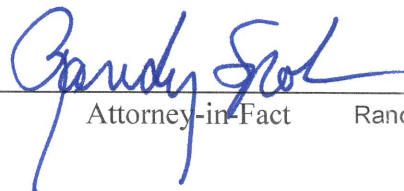
By: \_\_\_\_\_

  
Jason DeLaFossa, CEO

SURETY:

Old Republic Surety Company

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

  
Attorney-in-Fact Randy Spohn

The rate of premium on this bond is See attached invoice per thousand.

The total amount of premium charged: \$ See attached invoice (This must be filled in by a corporate surety).

**IMPORTANT: THIS IS A REQUIRED FORM.**

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service for service of process in California)

Old Republic Surety Company

14728 Pipeline Ave., Suite E  
Chino Hills, CA 91709

R S Bonding & Insurance Agency

1633 E. Fourth Street, Suite 228  
Santa Ana, CA 92701

Telephone: (909) 367-2015

Telephone: (714) 541-4700

HVAC Project Construction Phase  
Beaumont Unified School District

00620: Performance Bond  
Page 3

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

STATE OF CALIFORNIA )  
COUNTY OF )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
(SEAL)

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

510-112/4560844.1





# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Randy Spohn, Matthew R. Dobyms, Hamilton Kenney, Ashley M. Spohn of Santa Ana, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 11th day of August, 2022.

*Karen J. Haffner*  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

*Alan Pavlic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 11th day of August, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



74 7097

Signed and sealed at the City of Brookfield, WI this 14th day of September, 2023.

*Karen J. Haffner*  
Assistant Secretary

ORSC 22262 (3-06)



STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Old Republic Surety Company

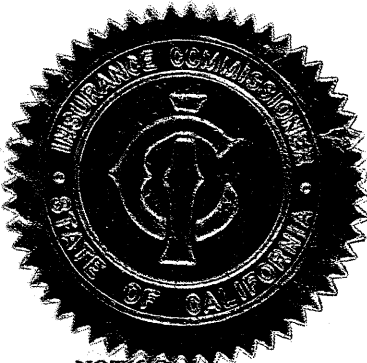
of Brookfield, Wisconsin, organized under the laws of Wisconsin, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

SURETY, LIABILITY and MISCELLANEOUS

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 14th day of December, 19 90, I have hereunto set my hand and caused my official seal to be affixed this 14th day of December, 19 90.



ROXANI M. GUALESBE  
Insurance Commissioner

VICTORIA S. SIDBURY  
Deputy

By

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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

State of CALIFORNIA

County of ORANGE

On September 14<sup>th</sup>, 2023 before me, ERIKA G. MORGAN, NOTARY PUBLIC,

personally appeared RANDY SPOHN,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

**WITNESS my hand and official seal.**

*Erika G. Morgan*  
Signature of Notary

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S)  LIMITED

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

**NAME OF PERSON(S) OR ENTITY(IES)**

\_\_\_\_\_  
\_\_\_\_\_