

RIVERSIDE COUNTY OFFICE OF EDUCATION
3939 Thirteenth Street
Riverside, California 92501

AGREEMENT FOR INFORMATION SYSTEM SUPPORT SERVICES
Business and Student System Support

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

AGREEMENTS

1. **TERM:** The term of this Agreement shall be from **July 1, 2024 through June 30, 2025**.
2. **SERVICES:** SUPERINTENDENT shall provide the following services:

INFORMATION SYSTEM SUPPORT

A. Standard Galaxy Support:

1. Service Desk Support

- a. Process Galaxy Access Form, to add, change and delete screens and users:
 1. Certification of special process to authorize board approved users the approval for Claims Payment and Approve Final Payroll screens.
- b. Incident and Request for Change processing:
 1. Mass updates requests.
 2. Special DB query requests.
 3. Special request reports.

2. Reporting and Data Analytics

- a. Development, scheduling, generation, and distribution of DISTRICT'S Reports, including:
 1. Payrolls (Bi-Weekly, Monthly, Semi-Monthly On-Demand and Annual).
 2. Taxes (Quarterly and Annually).
 3. Financials (Daily, Monthly, Quarterly and Annually).
 4. Fiscal Year End.
 5. Warrants (Payroll and Commercial).
- b. Archival and distribution of electronic versions of reports to be delivered via Email or into report Archive.
- c. Notification of new reports and changes/enhancements to existing reports.
- d. Customization and development of new reports based on DISTRICT's specific requirements.
- e. Maintenance and updating of existing reports as needed to ensure their accuracy and relevance.
- f. Provisioning of Analytic tools to facilitate analysis and reporting activities by DISTRICT's users.
- g. Maintaining and upgrading the data analytic tools to ensure their functionality and compatibility with evolving technologies and data requirements.
- h. Implementing appropriate data security measures, including access controls and user permissions, to safeguard the data analytic tools and the accessed data.

3. Special File Transfer Processing

- a. Process batch claim files.
- b. Payroll direct deposit file processing.
- c. Credit Union file transfer processing.
- d. Custom employee extracts.
- e. Automation of custom data imports and exports to/from Galaxy.

4. **Galaxy maintenance, standard bug fixes, and minor enhancements**
Unless explicitly stated the Galaxy maintenance window is Sunday, 12 noon to 10 p.m. Service may be interrupted during those hours. Advance notice of downtime is given wherever possible.
5. **Galaxy support website and user group meetings**

B. Standard RCOE Training Support:

1. Galaxy, Reporting, and Business Intelligence tools.
2. Specialized training upon request.
 - a. Executive style.
 - b. One-on-one end user training.
3. Provide end user documentation for Galaxy, Reporting, and Business Intelligence tools.
 - a. System manuals.
 - b. System enhancement training documents.
4. Deployment of new system modules for all supported applications.
5. Office automation training.

C. Standard Retirement Reporting and Support:

1. STRS monthly
2. PERS monthly

D. Optional Services:

Optional/Additional services and/or products may be purchased at the discretion of DISTRICT on a time and material basis according to this chart to be invoiced separately:

Office automation training with certification (one (1) to nine (9) participants)	\$100.00/participant
Office Automation Training without certification (1 to 9 participants)	\$65.00/participant
Group (ten (10) or more participants) office automation training with certification	\$90.00/participant
Group (10 or more participants) office automation training without certification	\$55.00/participant

E. Galaxy Development/Change Requests:

Change/Enhancement Request(s) should be submitted to the Service Desk. The Galaxy Change Advisory Board is to review all change and project requests and will place in work order for the Development Team if approved. A project request is defined as two (2) or more months of staff time.

3. DISTRICT'S RESPONSIBILITIES:

A. Security and Privacy

1. **Multi Factor Authentication (MFA):** MFA will be implemented for all individuals accessing Galaxy, Reports, and the Business Intelligence tools.
2. **Secured and Confidential:** Data, reports, or any information that is extracted from SUPERINTENDENT programs are to be kept confidential in a secured environment and not shared with unauthorized individuals.
3. **Access:** Access to SUPERINTENDENT applications must come from devices that have current security patches and antivirus software.

4. **PAYMENT:** The Parties anticipate that there will be monetary obligation on the part of DISTRICT. These are for the following components:
 - A. DISTRICT agrees to pay SUPERINTENDENT the amount of **\$8.93** multiplied by DISTRICT'S 2023-24 CALPADS enrollment for Galaxy System Support.
 - B. DISTRICT agrees to pay SUPERINTENDENT the amount of **\$480.00** for Standard Retirement Reporting and Support.
 - C. DISTRICT agrees to pay SUPERINTENDENT the amount of **\$0.04** per Direct Deposit.

5. **TERMINATION:
System Support Services:**
 - A. Either party may terminate this Agreement, in whole or in part, and without need for cause, by giving 30 day written notice stating the extent and effective date of termination.
 - B. Upon any termination pursuant to this Paragraph taking effect, SUPERINTENDENT shall cease all work and services to the extent specified in the termination notice, and DISTRICT shall pay SUPERINTENDENT, in accordance with this Agreement, for all work and services performed prior to termination.

6. **MUTUAL INDEMNIFICATION:**
 - A. DISTRICT agrees to indemnify, defend, and hold harmless SUPERINTENDENT, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on SUPERINTENDENT arising out of DISTRICT'S performance on this Agreement, except for liability resulting from the negligent or willful misconduct of SUPERINTENDENT, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless DISTRICT under this Agreement, DISTRICT shall reimburse SUPERINTENDENT for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. DISTRICT shall seek SUPERINTENDENT approval of any settlement that could adversely affect SUPERINTENDENT, its officers, agents or employees.
 - B. SUPERINTENDENT agrees to indemnify, defend, and hold harmless DISTRICT, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on DISTRICT arising out of SUPERINTENDENT'S performance on this Agreement, except for liability resulting from the negligent or willful misconduct of DISTRICT, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless SUPERINTENDENT under this Agreement, SUPERINTENDENT shall reimburse DISTRICT for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. SUPERINTENDENT shall seek DISTRICT'S approval of any settlement that could adversely affect DISTRICT, its officers, agents or employees.

7. **DATA SECURITY BREACH REPORTING:** California Civil Code 1798.82(a) requires a business, such as a third party provider, or California Civil Code 1798.29(a), requires a state agency, such as SUPERINTENDENT, to notify any California resident whose unencrypted personal information, as defined, was acquired, or reasonably believed to have been acquired, by an unauthorized person. Any state agency, in accordance with California Civil Code 1798.29(e), or business, in accordance with California Civil Code 1798.82(f), when any single breach occurs that effects 500 or more California residents, is required to electronically submit a sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General.

8. **PROTECTION OF PUPIL DATA:** California local educational agencies, such as SUPERINTENDENT, and third party providers, are required by federal and state laws to protect certain pupil data, including but not limited to; financial, health, and educational records. SUPERINTENDENT must implement procedures and protective measures to ensure compliance with current federal and state privacy requirements, including but not limited to; California Education Code 49073.1, the Student Online Personal Information Protection Act (SOPIPA), the federal Family Educational Rights and Privacy Act (FERPA), the federal Children’s Online Privacy Protection Act (COPPA), and the Children’s Internet Protection Act (CIPA).
9. **PRIVACY OF PUPIL RECORDS:** DISTRICT is a local education agency and SUPERINTENDENT is a third party provider subject to all state and federal laws governing education, including but not limited to the California Education Code 49073.1, and the federal Family Educational Rights and Privacy Act (FERPA). The California Education Code 49073.1 states that any technology services agreements entered into, renewed, or amended after January 1, 2015, between a local education agency and a third party provider must include certain terms. These requirements apply to agreements for services that utilize electronic technology, including cloud-based services, for the digital storage, management and retrieval of pupil records, as well as, digital software that authorizes a third party provider of educational software to access, store and use pupil records.

In addition to other penalties, an agreement that fails to comply with the requirements of this section shall be rendered void if, upon notice and a reasonable opportunity to cure, the noncompliant party fails to come into compliance and cure any defect. Written notice of noncompliance may be provided by any Party to this Agreement. All Parties subject to this Agreement, voided under this section, shall return all pupil records in their possession to SUPERINTENDENT.

A. Definitions:

Local Education Agency	Includes school districts, county offices of education, and charter schools.
Third Party	A provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records.
Pupil Records	<ul style="list-style-type: none"> i. Any information directly related to a pupil that is maintained by the local educational agency. ii. Any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational agency employee.
Pupil-Generated Content	Materials created by a pupil, including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of pupil content.
Personally Identifiable Information	Shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of third party provider’s software, website, service, or app, including mobile apps, whether gathered by third party provider or provided by local education agency or its users, students, or students’ parents/guardians.
Eligible Pupil	A pupil who has reached 18 years of age.

- B. In compliance with applicable federal and state laws, **Appendix A, RCOE Data Security Practices and Procedures** describes how SUPERINTENDENT ensures the security and confidentiality of sensitive information and confidential records.

10. **DISPUTES:** Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by Agreement, shall be disposed by SUPERINTENDENT which shall furnish the decision in writing. The decision of SUPERINTENDENT shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. DISTRICT shall proceed diligently with the performance of the Agreement pending SUPERINTENDENT'S decision.
11. **GOVERNING LAW, JURISDICTION, VENUE, AND SEVERABILITY:** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location. Prior to the filing of any legal action, the Parties shall be obligated to attend a mediation session with a third party mediator in an attempt to resolve the dispute. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing Party shall be entitled to attorney's fees in addition to whatever other relief are granted.
12. **MODIFICATIONS:** This Agreement may only be modified in writing by the mutual consent of the Parties hereto.
13. **INTERPRETATION:** This Agreement shall be interpreted to give effect to its fair meaning and shall be construed as though both Parties prepared it.
14. **ASSIGNMENT:** Unless authorized in writing by both Parties, neither Party shall assign or transfer any rights or obligations covered by this Agreement. Any unauthorized assignment or transfer shall constitute grounds for termination by the other Party.
15. **NO WAIVER OF DEFAULT:** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that instance or any other instance. Any waiver must be in writing and shall only apply to that instance.
16. **EXECUTION OF COUNTERPARTS:** If this Agreement is executed in counterparts, each counterpart shall be deemed an original and all such counterparts or as many of them as the Parties preserve undestroyed shall together constitute one and the same Agreement.
17. **AUTHORITY.** The Parties warrant and represent that they have the authority to enter into this Agreement in the names, titles, capacities stated herein and on behalf of the entities, persons, or firms named herein and that all legal requirements to enter into this Agreement have been fulfilled.
18. **ENTIRE AGREEMENT:** This Agreement, including any attachments, exhibits or documents incorporated herein, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and no prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement and shall become effective upon the date it is signed by the last Party to this Agreement.

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

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

Signed _____
Authorized Signature

Signed _____
Authorized Signature

Scott S. Price, Ph.D., Chief Business Official
Division of Administration and Business Services
Printed Name and Title

Carmen Ordonez
Director of Fiscal Services
Printed Name and Title

Date _____

Date _____

APPENDIX A

RCOE Data Security Practices and Procedures

Introduction: RCOE has established an Information Security (InfoSec) Program based on industry best practices and the needs of California K12 systems. The InfoSec program involves several departments, including Operational Support Services, Personnel Services, and Information Technology Services. The departments are primary functional units that will engage with legal counsel and security service/solution providers to develop and execute improvement plans. This plan may be periodically updated to take into account improving practices and technologies and to respond to a changing threat environment. LEA's will be provided with annual updates where there have been material modifications to the practices and procedures stated below.

As of July 20, 2018, the Program has identified the following areas to be part of the continual improvement of the RCOE InfoSec practices.

1. Anti-Virus/Malware Administration and Configuration
 - a. Regularly review and examine the policies and procedures related to Anti-virus/Malware controls and the configuration of Anti-virus/Malware software and appliances.
 - b. Continual improvement of Anti-virus/Malware software configuration, operation and security.
 - c. Provide Anti-virus/Malware training and awareness.
 - d. Practice in depth Anti-virus/Malware defense for server and end user computers.

2. Continuity of Operations Plan (COOP) and Disaster Recovery Plan (DRP)

COOP is the collection of sets of processes and procedures carried out by an organization to ensure that essential business functions continue to operate during and after a disaster. As part of the COOP there is a **DRP**. These are the technical plans developed for specific groups within an organization to allow them to recover a particular business application. RCOE addresses these plans by:

 - a. Performing annual Business Impact Analysis with various departments to identify mission critical processes and/or departments and prioritize the recovery processes and/or departments in accordance with their level of criticality.
 - b. Secure Executive Oversight and Support for the COOP.
 - c. Continual updates of documentation, content, sufficiency, testing and documentation of test results of the plans.

3. Firewall Administration and Configuration
 - a. Examine and document the policies and procedures related to the administration of the organizations firewall(s).
 - b. Examine and document configuration files and access control lists for the devices and/or applications and operating systems.
 - c. Implement least privilege access.
 - d. Documentation, content and sufficiency of firewall policies and procedures.
 - e. Logical placement of firewalls.
 - f. Restricted access to management interfaces.
 - g. Continual evaluation of applied rule sets.
 - h. Backup, recovery, and storage of configuration files.
 - i. Firewall event log review and sufficient storage for retention policy.

4. Network Systems and Database Vulnerability Scanning
Perform scheduled simulations of attacks on the network and database systems by utilizing industry best of breed tools, which identify the vulnerabilities in the systems and provide recommendations for remediation.
5. Network Monitoring & Intrusion Detection
 - a. Regularly review the event logs to identify and correlate unauthorized, unusual, and sensitive access activity, such as:
 1. Attempted unauthorized logical and physical access;
 2. Access trends and deviations from those trends;
 3. Access to sensitive data and resources;
 4. Highly-sensitive privileged access, such as the ability to override security controls;
 5. Access modifications made by security personnel; and
 6. Unsuccessful attempts to logon to a system.
 - b. Improve documentation, content and sufficiency of network monitoring and intrusion detection policies and procedures.
6. Patch Management
 - a. Regularly review and update systems, configuration, and applications for required systems.
 - b. Sufficient testing of systems before and after patching.
 - c. Maintain documentation of patch history of required systems.
7. Physical Security

To prevent unauthorized personnel from gaining direct access to RCOE facilities that house sensitive information, the following areas are under regular review and improvement process:

 - a. Documentation, content and sufficiency of physical security policies and procedures.
 - b. External: facility perimeter, perimeter lighting, parking areas, parking area lighting, landscaping, exterior building lighting, exterior doors and locks and other entry points.
 - c. Internal: doors, windows, ceilings, raised floors, wiring and utility closets, ceilings, attics, basements, crawlspaces, public areas.
 - d. Lock and Key control.
 - e. Access control including identification systems in use and access points.
 - f. Intrusion alarms.
 - g. Fire detection, suppression and prevention.
 - h. CCTV/digital imaging technologies.
 - i. Power system and utility control points.
 - j. Documentation, retired network storage, and refuse disposal.
 - k. Mail Handling.
 - l. Hard copy record storage.
 - m. Network Operations Center.
8. Server (Data Center Systems) Administration and Configuration

Continual improvement of the following areas:

 - a. Documentation of server implementations, policies, and procedures.
 - b. Hardware, operating system, and application security.
 - c. User account policy and rights assignments.
 - d. Auditing policies, system changes, user rights, and access to sensitive data.
 - e. Event and security log retention and regular review.
 - f. Critical file and folder permissions.
 - g. Remote access and security.

9. Network Switch and Router Administration and Configuration
Continual improvement of the following areas:
 - a. Develop clear documentation, content and sufficiency of policies and procedures.
 - b. Streamline installation, operation and security.
 - c. Regular review of configuration.

10. Workstation Administration and Configuration
Continual improvement of the following:
 - a. Documentation of workstation policies and procedures.
 - b. Hardware security.
 - c. Operating System installation, configuration and maintenance (patching).
 - d. User account policies and rights assignments.
 - e. Event and security log settings and retention.
 - f. Critical file and folder permissions.
 - g. Remote access and security.

11. Mobile Devices
Regularly examine RCOE's policies and procedures related to administration of the mobile devices assigned to staff and students. The mobile devices include laptops, tablets and smartphones for both RCOE owned devices and personal devices brought onto RCOE's network.

12. Application Security Assessment and Mitigation
The primary objective is to assess how effectively and efficiently RCOE ensures that no single trusted IT system user, administrator, or vendor is able to exploit vulnerabilities in RCOE's IT systems to accomplish and/or conceal an unauthorized diversion of RCOE's assets. Identify where the risk exists and evaluate the controls designed to mitigate this risk. Regularly review, evaluate, and update, if necessary, of the following IT controls:
 - a. Database administration practices.
 - b. Production control practices.

13. Users Awareness Training
Develop and update timely and relevant training material to raise the level of cybersecurity awareness of users throughout the organization.

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 Thirteenth Street
Riverside, CA 92501

AGREEMENT FOR SPECIAL EDUCATION SUPPLEMENTAL SERVICES
SPECIAL EDUCATION
(District Expense)

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

AGREEMENTS

1. **TERM:** The term of this Agreement shall be from **July 1, 2024** to **June 30, 2025**.
2. **SERVICES:**
 - A. This Agreement is for SUPERINTENDENT to provide additional services which are not covered under the master services agreement for Special Education Services. SUPERINTENDENT agrees to provide the following supplemental services as requested by DISTRICT:
 1. 504 Accommodation Plan services for Deaf and Hard of Hearing (DHH) and Visually Impaired (VI) Itinerant students.
 2. Assessment services in conjunction with Adaptive Physical Education services.
 3. Central Auditory Processing Disorder (CAPD) Assessment services consisting of:
 - a. Tests that evaluate hearing acuity, middle ear function, and a variety of auditory processes.
 - b. Detailed report sent to DISTRICT and the parent.
 - c. Attendance at an IEP meeting to review the CAPD Assessment findings, including diagnosis and recommendations.
 - d. Frequency Modulation trial recommendation/coordination, when appropriate.
 4. Assistive Technology services consisting of:
 - a. IEP meetings
 - b. Assessments
 - c. Trainings
 - d. Other associated services as needed
 5. Audiological services.
 - B. Services will be provided by an instructor holding the proper credentials authorizing such services.
3. **PAYMENT:**
 - A. DISTRICT agrees to pay SUPERINTENDENT:
 1. At the rates set forth in Exhibit A
 2. Said amount shall not be less than the cost of providing said services, and payable within 45 days from receipt of an invoice(s).

4. **INDEPENDENT CONTRACTOR:** SUPERINTENDENT, while engaged in the performance of this Agreement, is an independent contractor, and is not an officer, agent or employee of DISTRICT.
5. **WORKERS' COMPENSATION:** SUPERINTENDENT is aware of the laws of State of California requiring employers to be insured against liability for Workers' Compensation and shall comply with such laws during the term of this Agreement.
6. **INSURANCE:** SUPERINTENDENT shall provide and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Master Agreement by SUPERINTENDENT, its agents, representatives, or employees.
 - A. SUPERINTENDENT shall maintain limits of insurance no less than:
 1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).
 2. Automobile Liability: \$1,000,000 combined single limit.
 3. Professional Liability and Errors and Omissions coverages, including sexual molestation and abuse: \$1,000,000 per occurrence/\$1,000,000 aggregate.
7. **MUTUAL HOLD HARMLESS:** The Parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents and employees, of and from any and all liability, claims, demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys' fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement by such indemnifying Party, or its officers, agents and employees.
8. **ASSIGNMENT:** Neither this Agreement nor any duties or obligations under this Agreement may be assigned without the prior written consent of both Parties to this Agreement. Any assignment or purported assignment of this Agreement without prior written consent of the other Party will be deemed void and of no force or effect.
9. **NON-DISCRIMINATION:** DISTRICT shall not illegally discriminate against any individual, including, without limitation, with respect to the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including sexual orientation, gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy-related medical conditions), political belief or affiliation (not union related), military or veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local laws. Harassment, retaliation, intimidation and bullying is also prohibited. DISTRICT shall comply with any and all applicable state, federal and other laws that prohibit discrimination, including, without limitation, Title IV, Title VI and Title VII of the Civil Rights Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act.
10. **AMENDMENT:** This Agreement may only be amended in writing by the mutual consent of the Parties hereto.
11. **FINGERPRINTING:** Education Code section 45125.1 and 45125.2 requires SUPERINTENDENT to verify that its employees and subcontractors who may have contact with pupils during the performance of this Agreement have not been convicted of serious or violent felonies as defined by statute. Compliance with the statute, including the fingerprinting requirements, is a condition of this Agreement, and DISTRICT reserves the right to terminate this Agreement at any time for noncompliance.

12. **OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA):** SUPERINTENDENT is aware of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verifies that all performance under this Agreement shall be in compliance therewith.

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

- A. **EXHIBIT A**-Listing of Rates
- B. **APPENDIX A**-Scope of Work for Audiological Services

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

Riverside County Superintendent of School
3939 Thirteenth Street
Riverside, CA 92501

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

Signed _____
Authorized Signature

Signed _____
Authorized Signature

Printed Name and Title

Carmen Ordonez - Director of Fiscal Services

Printed Name and Title

Date _____

Date _____

Exhibit A

Listing of Rates

Description of Service	Amount	Unit
504 Accommodation Plan Services		
Visually Impaired Itinerant	\$11,233.00	Per Student
Deaf and Hard of Hearing	\$5,022.00	Per Student
Adaptive Physical Education (APE) Services		
Assessment in conjunction with APE	\$88.00	Hourly
Audiological Services		
IEP Meetings	\$115.00	Per Hour
Audiological Services	\$625.00	Annually Per student
Central Auditory Processing Disorder Assessment Services		
CAPD Assessment	\$1,250.00	Per Student
Assistive Technology (AT) Services		
Assessments	\$2,000.00	Per Student
IEP Meetings	\$110.00	Hourly
AT Services	\$110	Per Session
AT Training for IEP team (student-specific) (Includes programming & additional resources for AT implementation (i.e. Operational, Linguistic, Social and Strategic Competence)	\$600	Per Training
Training/Professional Development	\$750 for 1-2 hours, \$1500 for 3-4 hours, \$2500 for 5-6 hours (including handouts but NOT curriculum-specific materials (e.g. switches, communication books, etc.)	
Occupational Therapy (OT) Services		
Assessments	\$2,000.00	Per Student
IEP Meetings	\$110.00	Hourly
OT Services	\$110.00	Per Session
Training/Professional Development	\$750 for 1-2 hours, \$1500 for 3-4 hours, \$2500 for 5-6 hours (including handouts but NOT curriculum-specific materials (e.g. S'Cool Moves posters)	
Orientation & Mobility (O&M)		
O&M Services	\$5,616.50	Per Student

Appendix A

Scope of Work for Audiological Services

- A. **Audiological Evaluation:**
1. Testing of students who fail the school screening and students who need baseline evaluation for special education.
 2. Annual evaluation of students with known hearing loss.
 3. Monitoring of hearing of students with conductive hearing loss following medical treatment.
 4. Monitoring of students who have progressive or fluctuating sensorineural hearing loss.
- B. **Central Auditory Processing Disorder Evaluation (CAPD):**
1. CAPD testing is available at an additional charge in addition to standard audiological evaluation.
- C. **Amplification:**
1. Recommendation for additional amplification is made which is specific to the child's hearing loss, age and education setting. Audiologist will work with the dispensing Audiologist and/or hearing aid manufacturer to insure compatibility and arrange modifications of the personal aids if needed.
- D. **Sample Purchase Orders:**
1. If appropriate equipment is not already available in the district's inventory, a sample PO for classroom amplification is provided to the district with information regarding the manufacturer's name and address, model number, accessories needed, number of receivers required, district pricing, and specific instruction regarding broadcast frequency when needed.
- E. **Equipment:**
1. If BTE (Behind the Ear) FM systems are required, custom ear molds will be made. The Audiologist will take impressions of the student's ears either in the office or at the school. The impressions will be sent to an ear mold laboratory to be manufactured. When the molds are returned from the laboratory, they will be fitted to the hearing instruments by either the Audiologist or the DHH itinerant teacher.
 2. In addition to ear molds, a BTE FM device must be properly set to avoid an output level that could damage the hearing and cause increased hearing loss.
 3. SUPERINTENDENT will pick up from and deliver to the special day classes audiological equipment for students requiring servicing.
 4. DISTRICT will pick up from and deliver to district DHH itinerant teachers the audiological equipment for students that require servicing and bring the equipment to SUPERINTENDENT'S audiological department for servicing.
- F. **Troubleshooting & In House Repair:**
1. The Audiologist will check the equipment and perform minor repairs if possible. If they cannot be fixed in house, the equipment is then sent to the appropriate manufacturer for service. Equipment will be picked up, packaged carefully, and sent express mail.
- G. **Management of Equipment Inventory:**
1. New equipment will be logged in by serial number and the make, model, and frequencies verified as correct for the student. It will be checked to ensure it is working properly, and then assigned to the correct student. The DHH (deaf & hard of hearing) itinerant teacher will be notified when it is ready for fitting.

2. When a student discontinues use of equipment, it will be logged back in so it is available for use by another student.
3. FM equipment will be logged in at the end of each school year and sent in for summer service. When it is returned, it is logged back in, calibrated and re-assigned. The Audiologist will check all equipment for frequency, etc.

H. Coordination of Systems:

1. Modifications needed to accommodate more than one type of FM system in a classroom or adjoining classrooms.

I. Referral for Medical Treatment:

1. Referrals will be made to a primary care and specialist physicians as appropriate.

J. Referral to Outside Agency:

1. A referral will be made to CCS or private insurance for personal hearing aids as needed.

K. Classroom Observation & Consultation:

1. The Audiologist will visit the school for observation and/or consultation.

L. Student's Audiological Needs:

1. Counseling with Parents, Teachers, School Nurses & Other School Personnel will consult with and answer questions regarding student's audiological needs.

M. Support Services Provided by the Audiology Clerk:

1. Processing & monitoring of all incoming referrals.
2. Scheduling appointments for new referrals, annual evaluations and re-checks.
3. Providing information regarding the status of referrals when requested.
4. Spanish translation for Audiologist.
5. Follow-up with private Audiologist & CCS regarding personal hearing aid needs.
6. Follow-up with parents regarding hearing aids and medical recommendations.



Beaumont Unified School District

RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated August 07, 2024, to the AGREEMENT between the Beaumont Unified School District and Ro Health, LLC 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: 08/07/24 – 06/30/25

This amendment represents a modification to services as follows:
To provide coverage for registered nurses (RNs), licensed vocational nurses (LVNs), and credentialed school nurses (CSNs) during the after school programs, intersessions, camps, opportunities, and sports clinics.

ORIGINAL CONTRACT AMOUNT \$ 1,320,000.00

This amendment represents an **increase** in the contract amount or fee schedule attached: \$ 250,000.00

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

NEW CONTRACT AMOUNT \$ 1,570,000.00

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

Requestor's Information
School/Department: <u>Expanded Learning Opportunities Program</u>
Contact Person <u>Candice Oschman</u> Ext. <u> </u>
Order Number: _____
Account number: _____
P.O. Number (not required for new contracts): _____

Required Updated Forms
Check off any items that are applicable to the contract:
<input checked="" type="checkbox"/> Fee Schedule
<input type="checkbox"/> Business/Professional License (if expired)
<input type="checkbox"/> Insurance: General Liability/Professional Liability/E&O
<input type="checkbox"/> Insurance: Business Auto Liability
<input type="checkbox"/> Insurance: Workers' Compensation or Certification
<input type="checkbox"/> Other - Professional Service Certificate if expired)

Consultant Authorized Representative				
CONSULTANT'S SIGNATURE				
Peter Cohan				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">PRINT NAME</td> <td style="width: 50%; border: none;">TITLE</td> </tr> <tr> <td colspan="2" style="border: none; text-align: center;">155 North Lake Avenue, Suite 800</td> </tr> </table>	PRINT NAME	TITLE	155 North Lake Avenue, Suite 800	
PRINT NAME	TITLE			
155 North Lake Avenue, Suite 800				
Address				
Pasadena, CA 91101				
City/State/Zip				
Phone 888-552-9775				
Cell				
Email <u>Contracts@rohealth.com</u>				
<input checked="" type="checkbox"/> Provided updated form(s) and are attached.				

EXHIBIT A
PERSONNEL HOURLY RATES FOR CLIENT

Staff Rates 24-25	
Administrative Assistant	\$41.70
CNA / MA / Health Office Asst	\$49.41
LVN (1:1)	\$74.82
LVN (Multiple)	\$76.46
Registered Nurse (RN)	\$95.25
Credentialed School RN	\$128.95 - \$153.81
Physical Therapist	\$125.63 - \$135.63
Physical Therapy Asst.	\$68.23 - \$78.23
Occupational Therapist	\$115.25 - \$125.25
Certified Occupational Therapy Asst	\$68.23 - \$78.23
Speech Language Pathologist	\$145.75 - \$155.75
Speech-Language Pathology Asst	\$68.23 - \$78.23
Virtual Occupational Therapist	\$105.25 - \$115.25
Virtual Physical Therapist	\$115.75 - \$125.75
Licensed Clinical Social Worker	\$98.90 - \$115.20
Licensed Marriage Family Therapist	\$98.90 - \$115.20
Non-Instructional Paraprofessional	\$49.71
Instructional Paraprofessional	\$49.71
Behavioral Class Aide	\$58.78
Registered Behavioral Tech	\$58.78
Board Certified Behavior Analyst	\$142.68
School Psychologist	\$131.53 - \$154.50
School Counselor	\$98.90 - \$115.20
Special Education Teacher	\$126.23 - \$146.77

In no event will CLIENT request that a Non-Instructional Paraprofessional perform the duties of an Instructional Paraprofessional.

WORKWEEK. RO HEALTH's calendar work week is Sunday through Saturday. Billing periods commence on Sunday, the first day of the workweek.

WEEKEND. RO HEALTH shall bill CLIENT an additional two dollar (\$2.00) per hour weekend differential rate. Weekend rates commence Friday at 10:00 p.m. through Monday at 6:00 a.m.

OVERTIME. RO HEALTH shall bill CLIENT a time and one-half (1.5) rate for all hours worked in excess of forty (40) per week or according to applicable state law.

ORIENTATION. Personnel hourly rates will be billed for all time spent in CLIENT orientation.

MILEAGE. During the course of, or while driving to work, if a RO HEALTH employee travels greater than sixty (60) miles roundtrip, RO HEALTH shall bill for each mile traveled at the current POV Mileage reimbursement rate established by the U.S. General Services Administration.

HOLIDAYS. A time and one-half (1.5) rate will be billed on holidays recognized by the U.S. Office of Personnel Management. Holiday rates will apply to shifts beginning at 10:00 p.m. before the holiday through 10:00 p.m. during the holiday.

CLIENT

Carmen Ordonez - Director of Fiscal Services

Printed Name

Signature

Date

RO HEALTH, LLC

Printed Name

Signature

Date

CONTRACT SUPPLEMENT

Dear Staffing Partner:

RO HEALTH, LLC is a Joint Commission certified healthcare staffing company. We appreciate our partnership, and we are continuously taking steps to improve our level of service. In compliance with our Joint Commission certification, we are including this contract supplement to notify you about important aspects of our business relationship.

Employee Performance Evaluation

RO HEALTH seeks to provide its clients with exceptional healthcare providers. To ensure that our providers are delivering exceptional patient care mixed with excellent customer service, we seek feedback from CLIENT supervisors continuously and, on an annual basis, through a web-based digital evaluation. We appreciate your cooperation in providing accurate feedback that will help our providers meet your needs.

Company Performance Evaluation

RO HEALTH seeks to provide its clients with exceptional service. We strive to provide our clients with timely and accurate communication, collaborative and informed problem solving, clear and accurate invoicing, and warm and friendly customer service. To ensure that end, we conduct annual company evaluations through a web-based digital evaluation. We appreciate your cooperation with providing accurate feedback that will help RO HEALTH support staff meet your needs.

STATstaff™

RO HEALTH takes steps to prepare its providers to deliver exceptional patient care before they arrive at your site. This means, we gather important information about you that will allow new providers to familiarize themselves with the nuances of your site before they commence work. RO HEALTH uses STATstaff™ to track and communicate that important information to its providers so that they are prepared to meet your expectations. We appreciate your cooperation gathering information about your site so we can help ensure our providers are comfortable and perform well in their assignments.

Office Hours

RO HEALTH is available 24x7x365 by phone at 888.552.9775. RO HEALTH's office hours are Monday through Friday from 8:00 a.m. to 5:00 p.m.

Incident Report Process

In the event a RO HEALTH provider is involved in an incident, error, near miss or sentinel event, RO HEALTH will act swiftly to address the event appropriately. A RO HEALTH HR person will supply the RO HEALTH provider with an incident report form and may ask the RO HEALTH employee to take a drug test. And, upon request, will send the incident report form to the CLIENT supervisor. We appreciate your cooperation gathering information so we can address events in the most appropriate manner necessary. If you would like us to orient RO HEALTH



Providers to your policies and/or procedures related to an incident, please contact RO HEALTH Human Resources at hr@rohealth.com.

In the event there is an occupational safety hazard or event that involves a RO HEALTH provider, the event should be communicated as soon as practicable to the RO HEALTH Human Resources at hr@rohealth.com.

Complaint/Grievance Process

RO HEALTH actively solicits feedback from all its stakeholders on a continuous basis. In the event RO HEALTH receives a complaint, a RO HEALTH HR person will swiftly commence an investigation and follow up within seventy-two (72) hours.

RO HEALTH Employees

RO HEALTH does not use subcontractors. Providers are employees of RO HEALTH.

Competency

RO HEALTH takes steps to ensure that it provides competent providers. All providers are thoroughly screened to ensure that they are comfortably able to deliver patient care within their areas of clinical competence. RO HEALTH aims to only place providers in areas of practice within the scope of their license, registration, certification, or clinical competence.

Floating

RO HEALTH employees may be reassigned by CLIENT as long as such reassignment is within the scope of the employee's professional competence and in accordance with the terms of this Agreement.

Conflict of Interest

RO HEALTH discourages any conflict of interest as defined by what occurs when an interested person has a financial interest individually or as it relates to a family member, which is disclosed as or found to (a) impair the individual's objectivity, or (b) create an unfair competitive advantage for any person or organization other than RO HEALTH. Conflict of interest means more than individual bias. There must be a financial interest that could directly affect the work or services to be considered a conflict.

Thank you again for the opportunity to work together. We look forward to growing our partnership.



Beaumont Unified School District

RENEWAL or AMENDMENT to the CONTRACT

This Amendment, dated August 7, 2024, to the AGREEMENT between the Beaumont Unified School District and CDW Government, 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: 08/15/24 - 08/14/25

This amendment represents a modification to services as follows:

An agreement to increase the original contract amount from \$119,765.52 to \$125,105.52, due to increase in student enrollment.

ORIGINAL CONTRACT AMOUNT \$ 119,765.52

This amendment represents an **increase** in the contract amount or fee schedule attached: \$ 5,340.00

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

NEW CONTRACT AMOUNT \$ 125,105.52

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

Requestor's Information
School/Department: <u>Instructional Technology</u>
Contact Person <u>Mahlana Cove</u> Ext. <u> </u>
Order Number: _____
Account number: _____
P.O. Number (not required for new contracts): <u>C0012145</u>
Required Updated Forms
Check off any items that are applicable to the contract:
<input checked="" type="checkbox"/> Fee Schedule
<input type="checkbox"/> Business/Professional License (if expired)
<input type="checkbox"/> Insurance: General Liability/Professional Liability/E&O
<input type="checkbox"/> Insurance: Business Auto Liability
<input type="checkbox"/> Insurance: Workers' Compensation or Certification
<input type="checkbox"/> Other - Professional Service Certificate if expired)

Consultant Authorized Representative										
CONSULTANT'S SIGNATURE										
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center; border: none;">PRINT NAME</td> <td style="width: 50%; text-align: center; border: none;">TITLE</td> </tr> <tr> <td colspan="2" style="text-align: center; border: none;">200 N. Milwaukee Avenue</td> </tr> <tr> <td colspan="2" style="text-align: center; border: none;">Address</td> </tr> <tr> <td colspan="2" style="text-align: center; border: none;">Vernon Hills, IL 60061</td> </tr> <tr> <td colspan="2" style="text-align: center; border: none;">City/State/Zip</td> </tr> </table>	PRINT NAME	TITLE	200 N. Milwaukee Avenue		Address		Vernon Hills, IL 60061		City/State/Zip	
PRINT NAME	TITLE									
200 N. Milwaukee Avenue										
Address										
Vernon Hills, IL 60061										
City/State/Zip										
Phone 757-828-3843										
Cell										
Email <u>r.pascasio@amplifiedit.cdw.com</u>										
<input checked="" type="checkbox"/> Provided updated form(s) and are attached.										



CDW Education
75 Remittance Drive, Suite 1515
Chicago, IL 60675

Prepared For
Beaumont Unified School District
Beaumont, CA

Estimate Date
07/23/2024

Estimate Number
0057925

Description	Rate	Qty	Line Total
GOO-EDP-0019 Google Workspace for Education Plus - Multi Year - Google Workspace for Education Plus - 3 Year Annual Pay - More Than 10k Licenses (Student): Google Workspace for Education Plus Licensed Domains: beaumontusd.k12.ca.us License Term: 2024-08-15 - 2025-08-14	\$4.25	12714	\$54,034.50
GOO-EDP-0013 Google Workspace for Education Plus - Multi Year - Google Workspace for Education Plus - 3 Year (Staff): Google Workspace for Education Plus Licensed Domains: beaumontusd.k12.ca.us License Term: 2024-08-15 - 2025-08-14	\$0.00	3178	\$0.00
GOO-EDP-9201-02 Google Workspace for Education Plus - Multi Year - Google Discount: Google Workspace for Education Plus Licensed Domains: beaumontusd.k12.ca.us License Term: 2024-08-15 - 2025-08-14	-\$0.25	12714	-\$3,178.50
GOO-EDP-9101-02 Google Workspace for Education Plus - Multi Year - AIT Discount: Google Workspace for Education Plus Licensed Domains: beaumontusd.k12.ca.us License Term: 2024-08-15 - 2025-08-14	-\$0.44	12714	-\$5,594.16
	Subtotal		45,261.84
	Tax		0.00
	Estimate Total (USD)		\$45,261.84

Notes

Expecting a quote from Amplified IT? Amplified IT is now a part of CDW! We're moving all of the Amplified IT's products on to CDW's systems. This means quotes and invoices will come from CDW and Purchase Orders need to be made out to CDW. Unfortunately we will no longer be able to accept Purchase Orders made out to Amplified IT for these products. If you have any questions ask your Account Manager or GCS rep.

Student Enrollment Verification Letters are required for all first time Education Standard and Education Plus orders. These letters confirm the number of students at your institution. This must align with the number of licenses you intend to buy, and must be returned with your PO before we complete your order.

Please note as required by Google you must purchase Google Workspace for Education and Google Voice from the same Reseller. All quotes are subject to Google confirmation of staff or student population size.

[Terms](#)

About Us <https://www.cdwg.com/content/cdwg/en/about/overview.html>

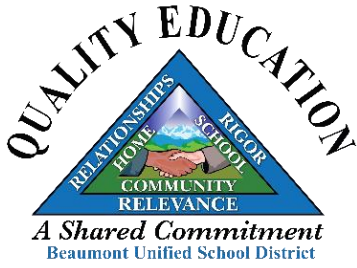
Privacy Policy <https://www.cdwg.com/content/cdwg/en/terms-conditions/privacy-notice.html>

Terms and Conditions <https://www.cdwg.com/content/cdwg/en/terms-conditions.html>

Please send purchase orders to cdwg@amplifiedit.com or fax to 757-585-3550. If possible, please also include a copy of your organization's tax-exempt certificate with your purchase order. An exemption certificate is required to process Google Voice orders.

This email was sent by CDW Government LLC. All information and offers are subject to the CDW•G Terms and Conditions, and CDW•G policies.

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BEAUMONT UNIFIED SCHOOL DISTRICT

VENDOR AGREEMENT

OVER \$5000

UNDER \$5000

THIS AGREEMENT is made effective on August 7, 2024 (date) by and between Sunbelt Staffing, LLC hereafter called "VENDOR," and Beaumont Unified School DISTRICT, hereafter called "DISTRICT."

NOW, THEREFORE, the Parties agree as follows:

1. VENDOR SERVICES and/or PRODUCTS:

In consultation and cooperation with the DISTRICT, the VENDOR shall provide the services and/or products consistent with generally acceptable industry standards or better. The Services and/or Products are described in further detail:

X In the VENDOR's Proposal and/or Scope of Work and/or Quote (attached).

Purpose: An agreement to provide services for Speech and Language, Psychology, and Occupational Therapy to students with exceptional needs, as needed, throughout the 2024-25 fiscal year.

Any attachment is hereby incorporated into this Agreement and made a part of it. In the event of any conflict between the language in this Agreement and any attachment incorporated herein, the language in this Agreement will govern and take precedence over any attachment. No services and/or products can be provided without a fully executed agreement and DISTRICT approved insurance.

2. INDEPENDENT CONTRACTOR:

The VENDOR 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 VENDOR or between the DISTRICT and any of VENDOR's agents or employees. VENDOR is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any Services provided. VENDOR 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 VENDOR 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 VENDOR under this Agreement. VENDOR must provide DISTRICT with his/her Social Security Number or Taxpayer ID number. DISTRICT will provide VENDOR and the Internal Revenue Service ("IRS") with a statement of earnings at the conclusion of each calendar year as required by the IRS.

- a. The DISTRICT will prepare and furnish to the VENDOR upon request such existing information as is reasonably necessary for the performance of Services by the VENDOR. The VENDOR 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.

3. PUBLIC EMPLOYEE CAVEAT:

The VENDOR, if an employee of another public agency, certifies that VENDOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are performed pursuant to this Agreement.

4. TERM:

The term of this Agreement shall begin on August 7, 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 VENDOR's obligation to hold harmless and indemnify the DISTRICT in accordance with Section 10 below.

5. COMPENSATION:

VENDOR shall furnish to the DISTRICT the Services at a rate of \$ N/A per hour, for a total cost not to exceed \$ 200,000.00 —or— for a lump sum of \$ N/A —or—per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services, or goods delivered/installed, and receipt of an approved invoice. The total "not-to-exceed" or lump sum amounts and any hourly rate of the VENDOR 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.

A rate sheet may be attached and incorporated into this Agreement. It is the sole obligation of the VENDOR 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.

Payment for the Work shall be made for all undisputed amounts on a monthly basis and shall be paid within (30) days after VENDOR submits an invoice to the District for Work actually completed and after DISTRICT's written approval of the Work, or the portion of the Work for which payment is to be made. Invoices will be submitted to DISTRICT after employees have been paid. Invoices must reflect all costs incurred in sufficient detail, and VENDOR shall submit to DISTRICT any documentation necessary to substantiate the full and satisfactory performance of the services of which payment is requested. Such invoices shall reflect the Purchase Order Number provided by DISTRICT and be submitted to **Accounts Payable, Beaumont Unified School District, via email to: purchasing-ap@beaumontusd.k12.ca.us or mail to: P.O. Box 187, Beaumont, CA 92223-0187.**

6. MATERIALS:

Vendor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, DISTRICT shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Vendor or its subcontractors, even if such Equipment is furnished, rented or loaned to Vendor its subcontractors by DISTRICT. Furthermore, any Equipment or workmanship that does not conform to the regulations of this Agreement may be rejected by DISTRICT and in such case must be promptly remedied or replaced by VENDOR at no additional cost to DISTRICT and subject to DISTRICT's reasonable satisfaction.

7. PROPERTY:

VENDOR shall restore DISTRICT owned property damaged as a result of carrying out any portion of their contract with the DISTRICT to its original condition at the VENDOR's expense. VENDOR shall notify the DISTRICT not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area. VENDOR shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner. VENDOR shall be liable for damage to property arising directly or indirectly out of the VENDOR's services including but not limited to VENDOR's use of the premises, the adjoining areas, including the parking

lots. The DISTRICT assumes no liability or responsibility for any personal property of VENDOR or of its employees, agents, representatives, guests, or invitees of VENDOR, brought on to the premise during the term of the services.

8. 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 VENDOR 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 VENDOR 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 VENDOR under this Agreement. Upon request, VENDOR shall sign all documents necessary to confirm or perfect the exclusive ownership of the DISTRICT to the Work Product. No VENDOR, firm, or corporation may use the DISTRICT logo without pre-approval from the Superintendent.

9. TERMINATION:

The DISTRICT may at any time and for any reason suspend performance by the VENDOR or terminate this Agreement and compensate VENDOR only for Services satisfactorily rendered to the date of such suspension or termination. 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 VENDOR's obligation to hold harmless and indemnify the DISTRICT in accordance with Section 10. Written notice by the DISTRICT shall be sufficient to suspend or terminate any further performance of Services by the VENDOR. 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 VENDOR shall promptly provide and deliver to the DISTRICT any and 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.

10. HOLD HARMLESS AND INDEMNIFICATION:

To the fullest extent provided by law, Vendor shall defend, indemnify and hold harmless the District, including its Board, officers, agents, employees, and affiliates, from and against any and all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs, and expenses (including, but not limited to attorney fees and costs including fees of consultants) arising out of this Agreement, except to the extent caused by the District's sole gross negligence or intentional misconduct.

11. INSURANCE:

The Vendor shall provide certificates 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. 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, P.O. Box 187 Beaumont, CA 92223, or emailed to purchasing-ap@beaumontusd.k12.ca.us. Coverage shall not be canceled except with notice to the District.

General Liability (GL): 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;
OR
_____ Proof of Coverage for general liability

Auto Liability: \$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 \$500,000 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; **OR**
_____ Proof of Coverage for individual auto liability; **OR**
_____ Proof of Coverage for auto liability

Professional Liability: in an amount not less than \$1,000,000, **if Consultant has a special or professional license (e.g., nurse, doctor, therapist, dentist, engineer);**

Certificate of Professional Insurance is attached.

Cyber Liability: A minimum of \$1,000,000.00, \$2,000,000.00 aggregate 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 VENDOR 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.

Workers' Compensation: statutory coverage as required by the State of California and including Employers' Liability with limits not less than \$1,000,000.00 each accident; \$1,000,000.00 policy limit bodily injury by disease; \$1,000,000.00 each employee bodily injury by accident;

Workers' Compensation Insurance Certificate (for employers with one or more employees)
_____ Sole Proprietor /No Workers' Compensation Insurance - VENDOR 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.

12. FINGERPRINTING AND MISCELLANEOUS REQUIREMENTS: At the DISTRICT's discretion, the following will apply:

a. SOLE PROPRIETORS:

Through the DISTRICT, the VENDOR will be processed by the Department of Justice and the Federal Bureau of Investigation, meeting criminal background check requirements of Education Code section 45125.1. The VENDOR has not been convicted of a violent felony listed in Penal Code Section 667.5(c) or a serious felony listed in Penal Code Section 1192.7(c).

b. CORPORATIONS:

VENDOR certifies to the DISTRICT's Board of Trustees that VENDOR, its employees, agents, representatives, guests, or invitees have been processed through the Department of Justice and the Federal Bureau of Investigation, meeting criminal background check requirements of Education Code Section 45125.1 and that employees in direct contact with DISTRICT students have not been convicted of a violent felony listed in Penal Code Section 667.5(c) or a serious felony listed in Penal Code Section 1192.7(c).

- c. TUBERCULOSIS CLEARANCE:
The VENDOR will provide proof of negative tuberculosis, **or certify** that VENDOR, its employees, agents, representatives, guests, or invitees have tested negative prior to assignment with the DISTRICT.
- d. POLICIES:
VENDOR, its employees, agents, representatives, guests, or invitees shall comply with all DISTRICT policies, rules and regulations while on site; no smoking in compliance of California Health and Safety Code 104420, DISTRICT’s Board Policy, BP3513.3, and appropriate behavior, including the use of offensive language as sited in California Education Code 44810, 44811, and the DISTRICT’s Board Policy AR3515.2 (a).
- e. NOTIFICATIONS:
VENDOR certifies that if an employee providing services to DISTRICT is subsequently convicted or pleads no contest to any crime listed in this section, VENDOR will immediately notify DISTRICT and immediately terminate the employee’s assignment with DISTRICT.

13. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION (if applicable): If any portion of the work or services to be performed by VENDOR under the Agreement constitutes a “public work” as defined in California Labor Code Section 1720(a), and payment will be made by DISTRICT in whole or part out of public funds, prior to issuing this Agreement, VENDOR shall be required to be registered with the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1725.5 and such work or services constituting a public work shall be subject to compliance monitoring and enforcement by DIR.

_____ Applicable
 Not Applicable

14. PREVAILING WAGE (as applicable): Prevailing wages are applicable to all projects defined as a “public work” by the California Labor Code Section 1720(a). These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code Sections 1720 et seq., it shall be mandatory upon the Vendor to whom the Contract is awarded, and upon any sub-Vendor under such Vendor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

_____ Applicable
 Not Applicable

A Vendor or sub-Vendor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered Vendor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Vendor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

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15. RECORDS RETENTION: The VENDOR 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 VENDOR’s records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the VENDOR 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.

16. COMPLIANCE WITH LAW/CONFIDENTIALITY:

The VENDOR shall comply with all applicable DISTRICT, federal, state, and local laws, rules, regulations, policies, and ordinances and workers' compensation laws. All agreement provisions required by law shall be deemed incorporated into this Agreement. VENDOR will not at any time or in any manner, either directly or indirectly, use for the personal benefit of VENDOR, 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). VENDOR will protect such information and treat it as strictly confidential. The provisions of this Section 15 shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, VENDOR will return to the DISTRICT all student records, other records, notes, documentation, and other items that were used, created, or controlled by VENDOR during the term of this Agreement. The VENDOR represents and warrants it does not have any potential, apparent, or actual conflict of interest relating in any way to this Agreement.

17. DATA PRIVACY (AB 1584):

If VENDOR will provide technology services that involve the digital access, use, storage or management of pupil records, then in compliance with Education Code Section 49073.1, the VENDOR must complete form to identify privacy policies. Pupil records includes 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.

Applicable

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If VENDOR has access to or will be receiving any personal or private information about the DISTRICT, its personnel, students or parents or any other third party, the DISTRICT assumes no liability or responsibility. VENDOR assumes any and all liability for claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from invasion of privacy violations, breach of privacy, information theft, financial theft/information, damage to or destruction of electronic data or information release of private information, alteration of electronic information, and/or extortion and network security.

18. PARENT CONSENT FOR SERVICES:

Should services coordinated by VENDOR include any form of medical or psychological services, including diagnostic services, treatment, or counseling, or include any video recording of lessons or events, Vendor shall ensure that written parent consent is obtained on a District approved form prior to providing service(s) to a minor.

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19. ANTIDISCRIMINATION:

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acknowledge and agree that the performance of the Agreement shall occur within Riverside County, California, and any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the DISTRICT's administration offices are located.

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In the event of a dispute between the Parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, VENDOR shall neither rescind the Agreement nor stop Work.

22. DELEGATE ABILITY:

This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.

23. CONFLICT OF INTEREST:

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

24. ALTERNATE SOURCES:

Nothing in this Agreement shall prohibit the DISTRICT from acquiring the same type, or equivalent goods or services from other sources, when deemed by the DISTRICT, at its sole discretion, to be in the DISTRICT'S best interest.

25. ENTIRE AGREEMENT/AMENDMENT/MODIFICATION:

This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written agreements. There are no other promises or conditions in any other agreement whether oral or written, unless issued by the DISTRICT. Any amendment or modification of the Agreement or the DISTRICT's Terms and Conditions such as an increase/decrease to the dollar amount, adding or changing services, or any other changes shall be effective only if it is in writing and signed by the VENDOR and DISTRICT authorized signers.

- a. **Amendments will require Board approval and services will not be paid until Board approval is received. If you need assistance with this matter, please contact the Purchasing Department at (951)845-1631 or email: purchasing-ap@beaumontusd.k12.ca.us**

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

VENDOR:

Sunbelt Staffing, LLC
Name

501 Brooker Creek Blvd, Suite A-400
Street Address/PO Box

Oldsmar, FL 34677
City State Zip

Signature Date

Printed Name

Title

813-261-2262
Phone Fax

Erin.mcdonald@sunbeltstaffing.com
Email

DISTRICT:

Beaumont Unified School District
Name

350 W Brookside Avenue/PO Box 187
Street Address/PO Box

Beaumont CA 92223-0187
City State Zip

Signature Date

Carmen Ordonez
Printed Name

Director of Fiscal Services
Title

951-845-1631
Phone Fax

Purchasing-ap@beaumontusd.k12.ca.us
Email

Agreement: The agreement was approved by the Beaumont Unified School District Board of Trustees on _____.
Date

Agreement Number: _____



2024-2025 School Year Rate Sheet- Beaumont Unified School District

Direct Phone: (813) 261-2262

Email: Erin.McDonald@sunbeltstaffing.com

Speech Language Pathologist: \$75.00 – 125.00/ hour, depending on experience level/qualifications

Speech Language Pathologist Assistant: \$55.00 – 75.00/ hour, depending on experience level/qualifications

Occupational Therapist: \$75.00 – 125.00/ hour, depending on experience level/qualifications

Certified Occupational Therapy Assistant: \$55.00 – 75.00/ hour, depending on experience level/qualifications

Physical Therapist: \$75.00 – 125.00/ hour, depending on experience level/qualifications

Physical Therapy Assistant: \$55.00 – 75.00/ hour, depending on experience level/qualifications

School Psychologist: \$75.00 – 125.00/ hour, depending on experience level/qualifications

School RN/LVN/CNA: \$35.00 – 85.00/ hour, depending on experience level/qualifications

Sign Language Interpreter: \$55.00 – 75.00/ hour, depending on experience level/qualifications

Visual Impairment/Deaf and Hard of Hearing Teacher/Orientation and Mobility Specialist: \$70.00 – 110/ hour, depending on experience level/qualifications

Adaptive Physical Education Teacher: \$70.00-105.00/ hour, depending on experience level/qualifications

Behavior Specialist/ Social Worker/ Counselors: \$60.00-115.00/ hour, depending on experience level/qualifications

Instructional Assistants: \$32.00- 50.00/ hour, depending on experience level/qualifications

Behavior Technicians or RBT: \$38.00 - \$75.00 / hour, depending on experience level/qualifications

BCBA: \$85.00 - \$125.00/hour, depending on experience level/qualifications

Teletherapy Services: Add \$7 – 10/ hour, depending on experience level/qualifications



BEAUMONT UNIFIED SCHOOL DISTRICT

VENDOR AGREEMENT

OVER \$5000 UNDER \$5000

THIS AGREEMENT is made effective on August 7, 2024 (date) by and between
Gafcon, Inc. hereafter called "VENDOR," and Beaumont Unified School
DISTRICT, hereafter called "DISTRICT."

NOW, THEREFORE, the Parties agree as follows:

1. VENDOR SERVICES and/or PRODUCTS:

In consultation and cooperation with the DISTRICT, the VENDOR shall provide the services and/or products consistent with generally acceptable industry standards or better. The Services and/or Products are described in further detail:

X In the VENDOR's Proposal and/or Scope of Work and/or Quote (attached).

Purpose: An agreement to provide labor compliance consulting services for the Glen View High School New Classroom Building Project including Labor Compliance Program (LCP) Tracker.

Any attachment is hereby incorporated into this Agreement and made a part of it. In the event of any conflict between the language in this Agreement and any attachment incorporated herein, the language in this Agreement will govern and take precedence over any attachment. No services and/or products can be provided without a fully executed agreement and DISTRICT approved insurance.

2. INDEPENDENT CONTRACTOR:

The VENDOR 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 VENDOR or between the DISTRICT and any of VENDOR's agents or employees. VENDOR is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any Services provided. VENDOR 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 VENDOR 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 VENDOR under this Agreement. VENDOR must provide DISTRICT with his/her Social Security Number or Taxpayer ID number. DISTRICT will provide VENDOR and the Internal Revenue Service ("IRS") with a statement of earnings at the conclusion of each calendar year as required by the IRS.

- a. The DISTRICT will prepare and furnish to the VENDOR upon request such existing information as is reasonably necessary for the performance of Services by the VENDOR. The VENDOR 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.

3. PUBLIC EMPLOYEE CAVEAT:

The VENDOR, if an employee of another public agency, certifies that VENDOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are performed pursuant to this Agreement.

4. TERM:

The term of this Agreement shall begin on August 7, 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 VENDOR's obligation to hold harmless and indemnify the DISTRICT in accordance with Section 10 below.

5. COMPENSATION:

VENDOR 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 \$ 41,900.68 ~~—or—~~ per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services, or goods delivered/installed, and receipt of an approved invoice. The total "not-to-exceed" or lump sum amounts and any hourly rate of the VENDOR 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.

_____ A rate sheet may be attached and incorporated into this Agreement. It is the sole obligation of the VENDOR 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.

X Payment for the Work shall be made for all undisputed amounts on a monthly basis and shall be paid within (30) days after VENDOR submits an invoice to the District for Work actually completed and after DISTRICT's written approval of the Work, or the portion of the Work for which payment is to be made. Invoices will be submitted to DISTRICT after employees have been paid. Invoices must reflect all costs incurred in sufficient detail, and VENDOR shall submit to DISTRICT any documentation necessary to substantiate the full and satisfactory performance of the services of which payment is requested. Such invoices shall reflect the Purchase Order Number provided by DISTRICT and be submitted to **Accounts Payable, Beaumont Unified School District, via email to: purchasing-ap@beaumontusd.k12.ca.us or mail to: P.O. Box 187, Beaumont, CA 92223-0187.**

6. MATERIALS:

Vendor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, DISTRICT shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Vendor or its subcontractors, even if such Equipment is furnished, rented or loaned to Vendor its subcontractors by DISTRICT. Furthermore, any Equipment or workmanship that does not conform to the regulations of this Agreement may be rejected by DISTRICT and in such case must be promptly remedied or replaced by VENDOR at no additional cost to DISTRICT and subject to DISTRICT's reasonable satisfaction.

7. PROPERTY:

VENDOR shall restore DISTRICT owned property damaged as a result of carrying out any portion of their contract with the DISTRICT to its original condition at the VENDOR's expense. VENDOR shall notify the DISTRICT not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area. VENDOR shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner. VENDOR shall be liable for damage to property arising directly or indirectly out of the VENDOR's services including but not limited to VENDOR's use of the premises, the adjoining areas, including the parking

lots. The DISTRICT assumes no liability or responsibility for any personal property of VENDOR or of its employees, agents, representatives, guests, or invitees of VENDOR, brought on to the premise during the term of the services.

8. 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 VENDOR 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 VENDOR 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 VENDOR under this Agreement. Upon request, VENDOR shall sign all documents necessary to confirm or perfect the exclusive ownership of the DISTRICT to the Work Product. No VENDOR, firm, or corporation may use the DISTRICT logo without pre-approval from the Superintendent.

9. TERMINATION:

The DISTRICT may at any time and for any reason suspend performance by the VENDOR or terminate this Agreement and compensate VENDOR only for Services satisfactorily rendered to the date of such suspension or termination. 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 VENDOR's obligation to hold harmless and indemnify the DISTRICT in accordance with Section 10. Written notice by the DISTRICT shall be sufficient to suspend or terminate any further performance of Services by the VENDOR. 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 VENDOR shall promptly provide and deliver to the DISTRICT any and 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.

10. HOLD HARMLESS AND INDEMNIFICATION:

To the fullest extent provided by law, Vendor shall defend, indemnify and hold harmless the District, including its Board, officers, agents, employees, and affiliates, from and against any and all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs, and expenses (including, but not limited to attorney fees and costs including fees of consultants) arising out of this Agreement, except to the extent caused by the District's sole gross negligence or intentional misconduct.

11. INSURANCE:

The Vendor shall provide certificates 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. 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, P.O. Box 187 Beaumont, CA 92223, or emailed to purchasing-ap@beaumontusd.k12.ca.us. Coverage shall not be canceled except with notice to the District.

General Liability (GL): 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;
OR
 Proof of Coverage for general liability

Auto Liability: \$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 \$500,000 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; **OR**
 Proof of Coverage for individual auto liability; **OR**
 Proof of Coverage for auto liability

Professional Liability: in an amount not less than \$1,000,000, **if Consultant has a special or professional license (e.g., nurse, doctor, therapist, dentist, engineer);**

Certificate of Professional Insurance is attached.

Cyber Liability: A minimum of \$1,000,000.00, \$2,000,000.00 aggregate 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 VENDOR 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.

Workers' Compensation: statutory coverage as required by the State of California and including Employers' Liability with limits not less than \$1,000,000.00 each accident; \$1,000,000.00 policy limit bodily injury by disease; \$1,000,000.00 each employee bodily injury by accident;

Workers' Compensation Insurance Certificate (for employers with one or more employees)
 Sole Proprietor /No Workers' Compensation Insurance - VENDOR 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.

12. FINGERPRINTING AND MISCELLANEOUS REQUIREMENTS: At the DISTRICT's discretion, the following will apply:

a. **SOLE PROPRIETORS:**

Through the DISTRICT, the VENDOR will be processed by the Department of Justice and the Federal Bureau of Investigation, meeting criminal background check requirements of Education Code section 45125.1. The VENDOR has not been convicted of a violent felony listed in Penal Code Section 667.5(c) or a serious felony listed in Penal Code Section 1192.7(c).

b. **CORPORATIONS:**

VENDOR certifies to the DISTRICT's Board of Trustees that VENDOR, its employees, agents, representatives, guests, or invitees have been processed through the Department of Justice and the Federal Bureau of Investigation, meeting criminal background check requirements of Education Code Section 45125.1 and that employees in direct contact with DISTRICT students have not been convicted of a violent felony listed in Penal Code Section 667.5(c) or a serious felony listed in Penal Code Section 1192.7(c).

- c. **TUBERCULOSIS CLEARANCE:**
The VENDOR will provide proof of negative tuberculosis, **or certify (see attached document)** that VENDOR, its employees, agents, representatives, guests, or invitees have tested negative prior to assignment with the DISTRICT.
- d. **POLICIES:**
VENDOR, its employees, agents, representatives, guests, or invitees shall comply with all DISTRICT policies, rules and regulations while on site; no smoking in compliance of California Health and Safety Code 104420, DISTRICT’s Board Policy, BP3513.3, and appropriate behavior, including the use of offensive language as sited in California Education Code 44810, 44811, and the DISTRICT’s Board Policy AR3515.2 (a).
- e. **NOTIFICATIONS:**
VENDOR certifies that if an employee providing services to DISTRICT is subsequently convicted or pleads no contest to any crime listed in this section, VENDOR will immediately notify DISTRICT and immediately terminate the employee’s assignment with DISTRICT.

13. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION (if applicable): If any portion of the work or services to be performed by VENDOR under the Agreement constitutes a “public work” as defined in California Labor Code Section 1720(a), and payment will be made by DISTRICT in whole or part out of public funds, prior to issuing this Agreement, VENDOR shall be required to be registered with the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1725.5 and such work or services constituting a public work shall be subject to compliance monitoring and enforcement by DIR.

_____ Applicable
 X Not Applicable

14. PREVAILING WAGE (as applicable): Prevailing wages are applicable to all projects defined as a “public work” by the California Labor Code Section 1720(a). These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code Sections 1720 et seq., it shall be mandatory upon the Vendor to whom the Contract is awarded, and upon any sub-Vendor under such Vendor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

_____ Applicable
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A Vendor or sub-Vendor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered Vendor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Vendor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

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acknowledge and agree that the performance of the Agreement shall occur within Riverside County, California, and any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the DISTRICT's administration offices are located.

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- a. **Amendments will require Board approval and services will not be paid until Board approval is received. If you need assistance with this matter, please contact the Purchasing Department at (951) 845-1631 or email: Purchasing-ap@beaumontusd.k12.ca.us**

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

VENDOR:

Gafcon, Inc.
Name

10301 Meanly Drive, Suite 225
Street Address/PO Box

San Diego, CA 92131
City State Zip

Signature Date

Printed Name

Title

858-875-0051
Phone Fax

LSantillan@gafcon.com
Email

DISTRICT:

Beaumont Unified School District
Name

350 W Brookside Avenue/PO Box 187
Street Address/PO Box

Beaumont CA 92223-0187
City State Zip

Signature Date

Carmen Ordonez
Printed Name

Director of Fiscal Services
Title

951-845-1631
Phone Fax

Purchasing-ap@beaumontusd.k12.ca.us
Email

Agreement: The agreement was approved by the Beaumont Unified School District Board of Trustees on _____ Date

Agreement Number: _____

Beaumont Unified School District

PROPOSAL TO PROVIDE LABOR COMPLIANCE CONSULTING SERVICES
GLEN VIEW HIGH SCHOOL NEW CLASSROOM BUILDING

JULY 15, 2024



July 15, 2024

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

**RE: Proposal to Provide Labor Compliance Consulting Services for the
Glen View High School New Classroom Building**

Dear Ms. Gonzalez,

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

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

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

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

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

Sincerely,

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

PRIMARY POINT-OF-CONTACT
Lizette Rodriguez, Director of Labor Relations
10301 Meanley Dr, Suite 225
San Diego, CA 92131
858.875.0051 | lrodriguez@gafcon.com

Introduction

FIRM'S QUALIFICATIONS AND HISTORY

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

LOCATION

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

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

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

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

Legal Form:
California "S" Corporation

Years in Business:
36

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



References

City of Santa Monica

Steven Hull, Administrative Services Officer 1685
Main Street, #113, Santa Monica, CA 90401
310.458.8721 | margaret.talamantes@smgov.net

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

TEAM | Lizette Rodriguez, Elva Pacheco and Richelle Angel

San Marcos Unified School District

Tova Corman, Executive Director, Facilities
255 Pico Ave., Suite 250, San Marcos, CA 92069
760.752.1299 | tova.corman@smusd.org

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

TEAM | Lizette Rodriguez, Elva Pacheco, and Richelle Angel

Grossmont Union High School District

Katy Wright, Executive Director, Facilities Management
110 Murray Drive, El Cajon, CA 92020
619.644.8154 | kwright@guhsd.net

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

TEAM | Lizette Rodriguez and Richelle Angel



Elva Pacheco

Labor Relations Project Manager



EDUCATION

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

AFFILIATIONS

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

SUMMARY

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

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

EXPERIENCE

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

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

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

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

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

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

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

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

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

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

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

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

Melissa Ferrer

Labor Relations Coordinator



EDUCATION

BA, English, San Diego State University

AFFILIATIONS

Community College Facility Coalition (CCFC)

Coalition for Adequate School Housing (CASH)

SUMMARY

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

EXPERIENCE

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

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

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

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

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

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

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

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

General Procedures and Methods

Labor Compliance Consulting Services Approach

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

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

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

Advertisement of Public Works Projects/Competitive Bidding

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

Pre-Job Activities

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

Pre-Construction Meetings

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

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

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

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

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

Review of Certified Payroll

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

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

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

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

Reporting

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

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

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

Audit

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

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

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

Apprentices

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

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

Documentation

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

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

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

As-Needed Labor Compliance Consulting

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

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

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

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

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

Fee Schedule

Gafcon proposes a **not-to-exceed fee of \$41,900.68, with the utilization of the LCP Tracker system or \$37,327.50 without the use of the system**, in accordance with the below proposed hourly rates for the Glen View High School New Classroom Building Project, with an anticipated 12-month construction schedule and 3-month for close out.

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

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

With LCP Tracker Fee

Proposed Staff	Hourly Rate	Proposed Hours	Total
Elva Pacheco, Labor Relations Project Manager	\$94.50	330 (15/Mths x22/Hrs)	\$31,185.00
Melissa Ferrer, Labor Relations Coordinator	\$68.25	90 (15/Mths x 6/Hrs)	\$6,142.50
LCP Tracker Fee			\$4,573.18
			\$41,900.68

Without LCP Tracker Fee

Proposed Staff	Hourly Rate	Proposed Hours	Total
Elva Pacheco, Labor Relations Project Manager	\$94.50	330 (15/Mths x22/Hrs)	\$31,185.00
Melissa Ferrer, Labor Relations Coordinator	\$68.25	90 (15/Mths x 6/Hrs)	\$6,142.50
			\$37,327.50

gafcon

LABOR RELATIONS



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

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

CONSULTANT SERVICES AGREEMENT

(SPECIAL INSPECTION AND/OR TESTING SERVICES)

This AGREEMENT is made and entered into this 7 day of August 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 New Classroom Building 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 One Hundred Nine Thousand Four Hundred Dollars (\$109,400.00) 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.

By: _____

DISTRICT:

Beaumont Unified School District

By: Carmen Ordonez, Director of Fiscal Services

EXHIBIT “A”

(INSERT CONSULTANT’S PROPOSAL)

June 11, 2024

Proposal No. 038.P000024203

Beaumont Unified School District
350 Brookside Avenue
Beaumont, California 92223

Attention: Ms. Ana Gonzalez
Director of Facilities Planning

**Subject: Proposal for Geotechnical and Materials Testing Services
Classroom Building Addition, Glen View High School
939 E 10th Street, Beaumont, California 92223
DSA Application No. 04-123006**

In response to your request, Leighton Consulting, Inc. (Leighton) is pleased to present this proposal to provide geotechnical and materials testing services during the construction of the proposed Classroom Building Addition project within the existing Glen View High School campus, located at 939 E 10th Street, in the City of Beaumont, California. This is a scope and fee proposal; our qualifications have been previously provided to the District; additional qualifications can be provided upon request. Leighton previously conducted a geotechnical investigation that included subsurface exploration, infiltration testing, laboratory testing, engineering analysis, and provided geotechnical recommendations for design and construction in support of the proposed project.

PROJECT UNDERSTANDING

Our understanding of this project is based on:

- 1) Ruhnau Clarke Architects, May 9, 2024, Project Plans, Classroom Building Addition, Glen View High School 939 E 10th Street, Beaumont, CA, 92223 Beaumont Unified School District, Sheets D-1.0 through FA-4.0.

- 2) Ruhnau Clarke Architects, April 2024, Project Manual, Classroom Addition Building, Glen View High School, Beaumont Unified School District, DSA Application #04-123006, 1039 Sheets.
- 3) Division of the State Architect (DSA), April 8, 2024, 103-22: Listing of Structural Tests & Special Inspections, 2022 CBC, DSA Application No. 04-123006, 21 Sheets.
- 4) Leighton Consulting, Inc., November 17, 2023, Geotechnical Investigation, Proposed New Classroom Building, Glen View High School, 939 East 10th Street, Beaumont, California 92223, Project No. 038.0000019639.

An estimated construction budget of \$4,370,000 was reported on the DSA web page Project Status eTracker for DSA Application No. 04-123006. Generally, construction will include:

- **New Classroom Building (Building “G”):** We understand that the proposed new approximately 5, 055-Square Foot Classroom Building G, which is slated to house 4 classrooms, will be supported on concrete shallow foundation systems. The building expansion is proposed to be composed of wood framing and both wood and glue laminated beams. Our geotechnical recommendations for the building pad overexcavation and recompaction is 5 feet below existing surface or 3 feet below bottom of proposed footings, whichever is deeper. Where possible, the removal bottoms should extend horizontally beyond the proposed structures a minimum of 5 feet from the outside edges of the footings (including columns connected to the buildings), or a distance equal to the depth of overexcavation below the footings, whichever is farther. Solar PV Systems are to be installed at the roof level along with HVAC equipment.
- **Site Improvements:** New asphalt and concrete flatwork, concrete seat walls, new fencing installation, utility installation, and landscaping are planned as part of the proposed site improvements around the classroom addition.

A detailed construction schedule was not available at the time of this proposal. If a detailed work schedule becomes available, we could further refine our estimated budget to reflect the established schedule.

SCOPE OF WORK

Our scope of services for this project will consist of geotechnical, material testing, and special inspection during construction as DSA Laboratory of Record (LEA #063). In addition, we will also provide as-needed materials (civil) engineering consultation services during construction.

For planning purposes, we propose the following scope of work.

Fieldwork

Site safety is the responsibility of the contractor. Therefore, we will notify your site representative whenever we are on site. We will provide our field representatives with conventional and customary personal protection for construction sites, including a hard hat, orange vest and eye protection, and they will wear hard-sole shoes. Please notify us if any additional personal protection is required specific to this site and project. Our field personnel will also be pre-screened with the California Department of Justice Live Scan program.

Upon completion of activities for the day, our field personnel will report to your on-site field representative. Our Daily Field Reports (DFRs) will be brought to the project superintendent or designated field representative (e.g. District's construction manager), for their confirmation of activities and hours worked each day; and for their signature on the DFR to document their confirmation and comprehension of what was reported.

Based on our understanding of the project as described in the previous section of this proposal, anticipated tasks for our scope of services will consist of the following:

- **Pre-Construction Meeting:** Our field operations manager will attend a pre-construction meeting with representatives of the contractors/sub-contractors and construction management to establish any site access restrictions, points of contact, protocol for scheduling our services, and distribution lists for test results.
- **Geotechnical Observation and Density Testing:** Our services will consist of geotechnical observation and testing during site preparation, excavation, and fill placement during earthwork and grading. We will provide continuous geotechnical observation and testing during site rough grading, building pad overexcavation and recompaction. We will also provide continuous and periodic geotechnical observation and testing during backfill placement, as fill thickness and the earthwork contractor's schedule requires, footing and utility trench backfills, concrete slab-on-grade subgrade preparation, and footing and wall backfills. In addition, we will observe spread and continuous footing excavations to confirm that properly compacted fill soils are exposed, prior to additional fill or concrete placement.
- **Reinforcing Steel Source Sampling (Off-Site):** We will pick up representative reinforcing steel samples and "tag" source materials for site delivery identification. Sampled steel will be tested as listed on the DSA-103 for this project.

-
- **Fresh Concrete Sampling and Testing:** Site concrete sampling is included in our scope (compressive strength greater than 2,500 psi). We will provide a technician that has been certified by the American Concrete Institute (ACI) as a technician for sampling concrete. Our field technicians will sample fresh concrete, perform slump tests (ASTM C 143) and (if requested) air content tests (ASTM C 173 or C 231) when requested by the DSA project inspector. Air content tests will only be performed if specifically requested. We will mold at least one set of concrete compression test cylinders for each 50 cubic yards of concrete, or at least one set of cylinders each day concrete is placed. We will also provide an ACI technician during concrete batch plant operations. Our batch plant visits will consist of checking batch weights and proportions.
 - **Post-Installed Anchors/Epoxy Dowels:** We will provide a special inspector that has been certified by ICC to observe installation of adhesive anchors and/or dowels. Our special inspector will view installation of these anchors in accordance with ICC/ESR requirements, specific to anchors used. Our special inspector will also evaluate drill bit compliance, hole depth and cleanliness, rod diameter, length of embedment, ambient temperature, material condition, product description and name, and adhesive shelf-life and condition of packaging. If required, we can also provide pull/torque and/or proof testing of post-installed anchors.
 - **Structural Steel:** We will provide an American Welding Society (AWS) Certified Welding Inspector (CWI) with ICC structural steel and bolting to verify and inspect steel during shop fabrication and construction in the field. Their work will consist of periodic and/or continuous inspection of:
 - ▶ Material identification.
 - ▶ Steel frame joint details for conformance with approved structural plans.
 - ▶ High-strength bolting connection (including Skidmore-Wilhelm bolt tension verification testing).
 - ▶ Welded connection of structural steel and cold-formed steel deck, and reinforcing steel, if required.

Our CWI will also tabulate/record inspected welds, including listing defective welds and documenting correction of defects. Our CWI will also check weld filler materials, equipment, welding procedure specifications, and ability of the welder, as necessary. Our inspector may use non-destructive testing such as magnetic particle, ultrasonic or any other aid in addition to visual inspection that they may deem necessary to assure the adequacy of the welding per approved structural plans and job specifications.

- **Glued-Laminated Wood Beams:** We will provide a special inspector that has been certified by DSA for glued-laminated beams fabrication. Their work will consist of periodic inspection during fabrication of glued-laminated beams in accordance with approved structural plans and job specifications.

Laboratory Testing

Geotechnical and materials laboratory testing will be performed at our in-house DSA-LEA laboratory.

- **Geotechnical Laboratory Testing:** We will perform geotechnical laboratory testing of on-site soils for laboratory maximum dry density and optimum moisture content (“compaction curves”) in accordance with ASTM D1557, and corresponding grain size distribution (ASTM D6913) to match these soils with the appropriate compaction curve. Additional geotechnical laboratory testing may also possibly be performed.
- **Reinforcing Steel:** Tensile and bend tests will be performed on concrete reinforcing steel (rebar) in accordance with ASTM A370, and A615 or A706.
- **Concrete:** Concrete laboratory curing and compressive strength testing of field-molded concrete test cylinders will be performed in general accordance with ASTM C31 and C39, respectively. For each concrete cylinder set, we assume that breaks will be requested at 7 and 28 days, with a fourth “hold” cylinder to be held for testing only if anomalous results occur. Verbal and/or e-mail reports will be provided for 7-day breaks. We will provide a final one-page report summarizing compressive strength tests results for a given set of cylinders (three cylinders, plus one hold) after the 28-day breaks are completed.

Office Support, Management, Quality Review and Reporting

We will provide professional services including technical/cost management and reporting as follows:

- **Geotechnical and Materials Management:** Project management, supervision, and quality review for our services will be provided by our Field Operations Manager, Geotechnical Engineer (GE), and Materials Laboratory Manager.
- **Report Preparation:** At the completion of earthwork, and if requested periodically during earthwork, Leighton Consulting, Inc. will prepare a DSA-293 and report documenting results of our observation and testing. This report will include results of our in-situ density testing and geotechnical laboratory testing. Materials laboratory reports documenting results of material testing will be provided as the project proceeds. We will prepare final reports (i.e. DSA-291) summarizing materials testing provided during construction. If desired, a final report of testing summarizing concrete compression testing and other pertinent testing can be provided.

Changes to the construction schedule can provide a basis for us to update our fee estimate. Changes to the plans and specifications could impact our scope and fee. Assumptions have been made in quantities and hours for estimating our costs. These assumptions are listed below:

- **Inspection Services by Others:** For this budget, we have assumed that the DSA certified Project Inspector (PI) will perform all reinforcing steel placement inspection for all new reinforced concrete. Upon request, we can also provide this as special inspection services, but these are not currently budgeted.
- **No Overtime:** Our estimate does not include overtime charges. Overtime work (over 8 hours per day, weekends or holidays) will be billed in accordance with the attached *Professional Fee Schedule*, which may exceed our currently estimated budget.
- **Prevailing Wage:** We assume this project is governed by California prevailing wage requirements.
- **Safe/Timely Access:** We assume the site will be readily and safely accessible without delay to our staff and field testing equipment during construction, with free parking. We assume safe observation and testing locations, and access ladders, will be provided by the construction contractor or others.
- **Daily Minimum:** Daily minimum for materials testing and inspection is four hours for the first hours up to four hours. Any hours worked more than a four-hour minimum will be charged at eight hours up to eight hours. Hours more than eight will be charged at overtime rates. Same-day cancellation will be charged at two hours per day canceled. Geotechnical soil technician will not have daily minimums.
- **No Professional Consultation Budgeted:** Our estimate does not include costs for design consultation, plan reviews, third-party review, wet weather mitigation and/or response to comments of any regulatory agency, though we can provide these services as needed.
- **Invoicing:** We assume that our standard invoice and breakdown of fees will be acceptable for payment. A typical copy can be provided upon request.
- **Relying on Provided Construction Design Documents:** We rely on others to provide and make us aware of approved plans and specifications modifications and updates. Changes to project drawings and specifications and updates to the construction schedule may affect our scope and budget.

Terms and Conditions

Since this is a California public works project, we will need a **DIR Project ID** from you (the “awarding body”) before we begin any prevailing wage work on site. We have not included budget to staff your project with an apprentice. Although possible under

California prevailing wage law, based on our experience, we do not anticipate an apprentice will be dispatched for training on this project. If we are required to provide training for an apprentice on your project, then additional fees would be required to cover that additional labor expense, beyond what we currently propose.

If this proposal is acceptable, please provide us with an agreement for these services.

CLOSING

We appreciate the opportunity to be of continued service to Beaumont Unified School District. If you have any questions or information that would update our scope of work, please contact us at your convenience. The undersigned can be reached at (866) LEIGHTON, directly at the phone extensions and e-mail addresses listed below.

Respectfully submitted,

LEIGHTON CONSULTING, INC.



Jason D. Hertzberg, GE 2711
Principal Engineer
Ext. 8772 jhertzberg@leightongroup.com



Jose Tapia, PE 91630
Project Engineer
Ext. 8786 jtapia@leightongroup.com

JAT/JDH/rsm

Attachments: Table 1 - Breakdown of Estimated Fees
Professional Fee Schedule

Distribution: Addressee (PDF via e-mail)

Leighton Consulting, Inc.

Table 1 Estimated Fees

Beaumont USD Glen View HS Building Addition MTI
Material Testing and Special Inspection During Construction

Proposal # 038.P000024203

TASK DESCRIPTION	RATE	UNITS	COST	
Pre-Construction Meeting/Project Review & Setup				
Project Engineer	Project Setup and Review	\$180.00 / hour	2	\$360.00
Operations Manager	Precon Meeting	\$171.00 / hour	2	\$342.00
SUBTOTAL			\$702.00	
Non-Prevailing Wage Special Inspection				
Special Inspector	Material ID	\$94.00 / hour	8	\$752.00
Special Inspector	Batch Plant	\$94.00 / hour	40	\$3,760.00
Special Inspector	Welding (Shop)	\$94.00 / hour	120	\$11,280.00
SUBTOTAL			\$15,792.00	
Prevailing Wage People				
	Sub Heading			
Field Soils/Material Tester (Prevailing Wage)	Concrete	\$143.00 / hour	90	\$12,870.00
Special Inspector (Prevailing Wage)	Post-Installed Anchor & Bolting	\$146.00 / hour	40	\$5,840.00
Special Inspector (Prevailing Wage)	Welding (Field)	\$146.00 / hour	60	\$8,760.00
Non Destructive Testing (Prevailing Wage)	NDT	\$150.00 / hour	24	\$3,600.00
Field Soils/Material Tester (Prevailing Wage)	Soils Observation and Testing	\$143.00 / hour	240	\$34,320.00
Vehicle Usage	Soils Technician	\$20.00 / hour	240	\$4,800.00
SUBTOTAL			\$70,190.00	
Laboratory Testing				
Particle size - Sieve only 1½ inch to #200, (ASTM D6913/CTM 202)		\$135.00 / each	2	\$270.00
Sand Equivalent (SE, ASTM D2419/CTM 217)		\$105.00 / each	2	\$210.00
Modified Proctor compaction 6 inch mold (Method C ASTM D1557)		\$245.00 / each	2	\$490.00
Rebar tensile test, ≤ up to No. 11 (ASTM A370)		\$65.00 / each	6	\$390.00
Rebar bend test, up to No. 11 (ASTM A370)		\$65.00 / each	6	\$390.00
Pick-up & delivery – (weekdays, per trip, <50 miles from Leighton office)		\$90.00 / each	10	\$900.00
Concrete cylinders compression (ASTM C39 6" x 12") (4" x 8")		\$35.00 / each	50	\$1,750.00
SUBTOTAL			\$4,400.00	
Out Side Direct Cost				
Timber Products (Glulam Shop Inspection)		\$5,000.00 / ea	1	\$5,000.00
Mark-up			20%	\$1,000.00
SUBTOTAL			\$6,000.00	
Project Administration and Management				
Principal		\$243.00 / hour	3	\$729.00
Associate		\$221.00 / hour	16	\$3,536.00
Project Engineer		\$180.00 / hour	24	\$4,320.00
Operations Manager		\$171.00 / hour	12	\$2,052.00
GIS Specialist		\$131.00 / hour	4	\$524.00
Dispatcher		\$77.00 / hour	10	\$770.00
Project Administrator/Word Processor		\$77.00 / hour	5	\$385.00
SUBTOTAL			\$12,316.00	
TOTAL ESTIMATED COST			\$109,400.00	

LABOR RATES

CLASSIFICATION	\$/HR	CLASSIFICATION	\$/HR
Technician I.....	85	Project Administrator/Word Processor/Dispatcher	77
Technician II / Special Inspector	94	Information Specialist	113
Senior Technician / Senior Special Inspector	110	CAD Operator.....	131
Prevailing Wage (field soils / materials tester) *	143	GIS Specialist.....	131
Prevailing Wage (Special Inspector) *	146	GIS Analyst	153
Prevailing Wage (On site Source Inspector, NDT and soil remediation O&M)*	150	Staff Engineer / Geologist / Scientist	143
System Operation & Maintenance (O&M) Specialist.....	139	Senior Staff Engineer / Geologist / Scientist / ASMR	156
Non Destructive Testing (NDT).....	146	Operations / Laboratory Manager.....	171
Deputy Inspector	110	Project Engineer / Geologist / Scientist	180
Field / Laboratory Supervisor	139	Senior Project Engineer / Geologist / Scientist / SMR.....	198
Source Inspector	126	Associate.....	221
City of Los Angeles Deputy Building (including Grading) Inspector	149	Principal.....	243
* See Prevailing Wages in Terms and Conditions		Senior Principal	293

GEOTECHNICAL LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
CLASSIFICATION & INDEX PROPERTIES		COMPACTION & PAVEMENT SUBGRADE TESTS	
Photograph of sample	10	Standard Proctor compaction, 4 points (ASTM D698)	
Moisture content (ASTM D2216).....	20	- 4 inch diameter mold (Methods A & B)	160
Moisture & density (ASTM D2937) ring samples.....	30	- 6 inch diameter mold (Method C)	215
Moisture & density (ASTM D2937) Shelby tube or cutting	40	Modified Proctor compaction 4 points (ASTM D1557):	
Atterberg limits 3 points (ASTM D4318):	150	- 4 inch diameter mold Methods A & B.....	220
- Single point, non-plastic.....	85	- 6 inch diameter mold Method C.....	245
- Atterberg limits (organic ASTM D2487 / D4318)	180	Check point (per point)	65
- Visual classification as non-plastic (ASTM D2488).....	10	Relative compaction of untreated/treated soils/aggregates (CTM 216)	250
Particle size:		Relative density 0.1 ft mold (ASTM D4253, D4254)	235
- Sieve only 1½ inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202).....	135	California Bearing Ratio (ASTM D1883)	
- Large sieve 6 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202).....	175	- 3 point.....	500
- Hydrometer only (ASTM D7928)	110	- 1 point.....	185
- Sieve + hydrometer ≤3 inch sieve, (ASTM 7928)	185	R-Value untreated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301).....	310
- Percent passing #200 sieve, wash only (ASTM D1140).....	70	R-Value lime or cement treated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301)	340
Specific gravity and absorption of fine aggregate (AASHTO T84/ASTM C128/ASTM D854/CTM 207).....	130	SOIL CHEMISTRY & CORROSIVITY	
Specific gravity and absorption of coarse aggregate (AASHTO T85/ASTM C127/CTM 206).....	100	pH Method A (ASTM D4972 or CTM 643)	45
- Total porosity - on Shelby tube sample (calculated)	165	Electrical resistivity – single point – as received moisture.....	45
- Total porosity - on other sample (calculated)	155	Minimum resistivity 3 moisture content points (ASTM G187/CTM 643)	90
Shrinkage limits wax method (ASTM D4943).....	126	pH + minimum resistivity (CTM 643)	130
Pinhole dispersion (ASTM D4647).....	210	Sulfate content - gravimetric (CTM 417 B Part 2).....	70
Dispersive characteristics (double hydrometer ASTM D4221)	90	Sulfate content - by ion chromatograph (CTM 417 Part 2)	80
As-received moisture & density (chunk/carved samples).....	60	Sulfate screen (Hach®)	30
Sand Equivalent (AASHTO T176/ASTM D2419/CTM 217)	105	Chloride content (AASHTO T291/CTM 422)	70
SHEAR STRENGTH		Chloride content – by ion chromatograph (AASHTO T291/CTM 422).....	80
Pocket penetrometer	15	Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	265
Direct shear (ASTM D3080, mod., 3 points):		Organic matter content (ASTM D2974)	65
Consolidated undrained - 0.05 inch/min (CU)	285	CONSOLIDATION & EXPANSION/SWELL TESTS	
Consolidated drained - <0.05 inch/min (CD)	345	Consolidation (ASTM D2435):.....	195
Residual shear EM 1110-2-1906-IXA (price per each additional pass after shear).....	50	Each additional time curve	45
Remolding or hand trimming of specimens (3 points)	90	Each additional load/unload w/o time reading	40
Oriented or block hand trimming (per hour).....	65	Expansion Index (ASTM D4829).....	130
Single point shear.....	105	Single load swell/collapse - Method B (ASTM D4546-B, seat, load & inundate only).....	105
Torsional shear (ASTM D6467 / ASTM D7608).....	820	Swell collapse Method A up to 10 load/unloads w/o time curves (ASTM D4546-A)	290

METHOD	\$/TEST
TRIAXIAL TESTS	
Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D2166).....	135
Unconsolidated undrained triaxial compression test on cohesive soils (UU, ASTM D2850, USACE Q test, per confining stress).....	170
Consolidated undrained triaxial compression test for cohesive soils, (CU, ASTM D4767, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress).....	375
Consolidated drained triaxial compression test (CD, USACE S), with volume change measurement. Price per soil type below EM 1110-2-1906(X):	
Sand or silty sand soils (per confining stress).....	375
Silt or clayey sand soils (per confining stress).....	500
Clay soils (per confining stress).....	705
Three-stage triaxial (sand or silty sand soils).....	655
Three-stage triaxial (silt or clayey sand soils).....	875
Three-stage triaxial (clay soils).....	1,235
Remolding of test specimens.....	65

METHOD	\$/TEST
HYDRAULIC CONDUCTIVITY TESTS	
Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D5084, falling head Method C):.....	310
Each additional effective stress.....	120
Hand trimming of soil samples for horizontal K.....	60
Remolding of test specimens.....	65
Permeability of granular soils (ASTM D2434).....	135
Soil suction (filter paper method, ASTM D5298).....	400
SOIL-CEMENT	
Moisture-density curve for soil-cement mixtures (ASTM D558).....	240
Wet-dry durability of soil-cement mixtures (ASTM D559) ¹	1,205
Compressive strength of molded soil-cement cylinder (ASTM D1633) ¹	60
Soil-cement remolded specimen (for shear strength, consolidation, etc.) ¹	235

¹ Compaction (ASTM D558 maximum density) should also be performed – not included in above price

CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD	\$/TEST
CONCRETE STRENGTH CHARACTERISTICS	
Concrete cylinders compression (ASTM C39) (6" x 12" and 4" x 8").....	35
Compression, concrete or masonry cores (testing only) ≤6 inch (ASTM C42).....	40
Trimming concrete cores (per core).....	20
Flexural strength of concrete (simple beam-3rd pt. loading, ASTM C78/CTM 523).....	85
Flexural strength of concrete (simple beam-center pt. loading, ASTM C293/CTM 523).....	85
Non shrink grout cubes (2 inch, ASTM C109/C1107).....	25
Drying shrinkage - four readings, up to 90 days, 3 bars (ASTM C157).....	400
Length of concrete cores (CTM 531).....	40
HOT MIX ASPHALT (HMA)	
Resistance of compacted HMA to moisture-induced damage (AASHTO T283/CTM 371).....	2,100
Hamburg Wheel, 4 briquettes (modified) (AASHTO T324).....	900
Superpave gyratory compaction (AASHTO T312/ASTM D6925).....	350
Extraction by ignition oven, percent asphalt (AASHTO T308/ASTM D6307/CTM 382).....	150
Ignition oven correction/correlation values (AASHTO T308/ASTM D6307/CTM 382).....	1,350
Extraction by centrifuge, percent asphalt (ASTM D2172).....	150
Gradation of extracted aggregate (AASHTO T30/ASTM D5444/CTM 202).....	135
Stabilometer, S-Value (ASTM D1560/CTM 366).....	265
Bituminous mixture preparation (AASHTO R30/CTM 304).....	80
Moisture content of HMA (AASHTO T329/ASTM D6037/CTM 370).....	60
Bulk specific gravity of compacted HMA, molded specimen or cores, uncoated (AASHTO T166/ASTM D2726/CTM 308).....	50
Bulk specific gravity of compacted HMA, molded specimen or cores, paraffin-coated (AASHTO T275/ASTM D1188/CTM 308).....	55
Maximum density - Hveem (CTM 308).....	200
Theoretical maximum density and specific gravity of HMA (AASHTO T209/ASTM D2041/CTM 309).....	130
Thickness or height of compacted bituminous paving mixture specimens (ASTM D3549).....	40
Wet track abrasion of slurry seal (ASTM D3910).....	150
Rubberized asphalt (add to above rates).....	+25%
BRICK	
Compression - cost for each, 5 required (ASTM C67).....	50
Absorption - cost for each, 5 required (ASTM C67).....	50

METHOD	\$/TEST
AGGREGATE PROPERTIES	
Bulk density and voids in aggregates (AASHTO T19/ASTM C29/CTM 212).....	50
Organic impurities in fine aggregate sand (AASHTO T21/ASTM C40/CTM 213).....	60
LA Rattler-smaller coarse aggregate <1.5" (AASHTO T96/ASTM C131/CTM 211).....	200
LA Rattler-larger coarse aggregate 1-3" (AASHTO T96/ASTM C535/CTM 211).....	250
Apparent specific gravity of fine aggregate (AASHTO T84/ASTM C128/CTM 208).....	130
Specific gravity and absorption of coarse aggregate (ASTM C127/CTM 206)	
>#4 retained.....	100
Clay lumps, friable particles (AASHTO T112/ASTM C142).....	175
Durability Index (AASHTO T210/ASTM D3744/CTM 229).....	200
Moisture content of aggregates by oven drying (AASHTO T255/ASTM C566/CTM 226).....	40
Uncompacted void content of fine aggregate (AASHTO T304/ASTM C1252/CTM 234).....	130
Percent of crushed particles (AASHTO T335/ASTM D5821/CTM 205).....	135
Flat & elongated particles in coarse aggregate (ASTM D4791/CTM 235).....	215
Cleanness value of coarse aggregate (CTM 227).....	210
Soundness, magnesium (AASHTO T104/ASTM C88/CTM 214).....	225
Soundness, sodium (AASHTO T104/ASTM C88/CTM 214).....	650
MASONRY	
Mortar cylinders 2" x 4" (ASTM C780).....	30
Grout prisms 3" x 6" (ASTM C1019).....	30
Masonry cores compression, ≤6" diameter - testing only (ASTM C42).....	40
Masonry core shear testing (Title 24).....	80
Veneer bond strength, cost for each - 5 required (ASTM C482).....	55
CMU compression to size 8" x 8" x 16" - 3 required (ASTM C140).....	55
CMU moisture content, absorption & unit weight - 6 required (ASTM C140).....	50
CMU linear drying shrinkage (ASTM C426).....	175
CMU grouted prisms compression test ≤8" x 8" x 16" (ASTM C1314).....	200
CMU grouted prisms compression test > 8" x 8" x 16" (ASTM C1314).....	250
BEARING PADS/PLATES AND JOINT SEAL	
Elastomeric bearing pads (Caltrans SS 51-3).....	990
Elastomeric bearing pad with hardness and compression tests (Caltrans SS 51-3).....	1,230
Type A Joint Seals (Caltrans SS 51-2).....	1,620
Type B Joint Seals (Caltrans SS 51-2).....	1,530
Bearing plates (A536).....	720

METHOD	\$/TEST
REINFORCING STEEL AND PRESTRESSING STRANDS	
Rebar tensile test, ≤ up to No. 11 (ASTM A370).....	65
Rebar tensile test, ≥ No. 14 & over (ASTM A370)	200
Rebar bend test, up to No. 11 (ASTM A370).....	65
Rebar bend test, ≥ No. 14 & over (ASTM A370).....	200
Resistance butt-welded hoops/bars, tensile test, ≤ up to No. 10 (CTM 670)....	65
Resistance butt-welded hoops/bars, tensile test, ≥ No. 11 & over (CTM 670)...	85
Mechanical rebar splice, tensile test, ≤ up to No. 11 (CTM 670).....	65
Mechanical rebar splice, slip test, ≤ up to No. 11 (CTM 670).....	40
Mechanical rebar splice, tensile test, ≥ No. 14 & over (CTM 670).....	200
Mechanical rebar splice, slip test, ≥ No. 14 & over (CTM 670).....	200
Headed rebar splice, tensile test, ≤ up to No. 11 (CTM 670).....	65
Headed rebar splice, tensile test, ≥ No. 14 & over (CTM 670).....	200
Epoxy coated rebar/dowel film thickness (coating) test (ASTM A775/A934).....	45
Epoxy coated rebar/dowel continuity (Holiday) test (ASTM A775/A934).....	65
Epoxy coated rebar flexibility/bend test, up to No. 11 (ASTM A775/A934).....	45
Prestressing wire, tension (ASTM A416)	175
Sample preparation (cutting)	50

METHOD	\$/TEST
STREET LIGHTS/SIGNALS	
LED Luminaires / Signal Modules / Countdown Pedestrian Signal Face Modules (Caltrans RSS 86).....	1,300
SPRAY APPLIED FIREPROOFING	
Unit weight (density, ASTM E605).....	60
FASTENERS / BOLTS / RODS	
F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	65
F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)	75
A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	65
A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)	75
A593 Bolts, tensile test, ≤ up to 1-1/4" diameter, stainless steel (ASTMA370)...	65
F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370).....	100
F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)...	120
SAMPLE TRANSPORT	
Pick-up & delivery (weekdays, per trip, <50 mile radius from Leighton office) ...	90

EQUIPMENT LIST

ITEM	\$UNIT
1/4 inch Grab plates	5 each
1/4 inch Tubing (bonded).....	0.55 foot
1/4 inch Tubing (single)	0.35 foot
3/8 inch Tubing, clear vinyl	0.55 foot
4-Gas meter (RKI Eagle or similar)/GEM 2000	130 day
Air flow meter and purge pump (200 cc/min).....	50 day
Box of 24 soil drive-sample rings.....	120 box
Brass sample tubes	10 each
Caution tape (1000-foot roll).....	20 each
Combination lock or padlock	11 each
Compressed air tank and regulator	50 day
Concrete coring machine (≤6-inch-dia).....	150 day
Consumables (gloves, rope, soap, tape, etc.).....	35 day
Core sample boxes.....	11 each
Crack monitor Two-Dimensional.....	25 each
Crack monitor Three-Dimensional.....	30 each
Cutoff saws, reciprocating, electric (Sawzall®)	75 day
D-Meter Walking Floor Profiler	100 day
Disposable bailers	12 each
Disposable bladders.....	10 each
Dissolved oxygen meter	45 day
DOT 55-gallon containment drum with lid	65 drum
Double-ring infiltrometer	125 day
Dual-stage interface probe	80 day
Dynamic Cone Penetrometer	400 day
Generator, portable gasoline fueled, 3,500 watts.....	90 day
Global Positioning System/Laser Range Finder.....	80 day
Hand auger set.....	90 day
HDPE safety fence (≤100 feet)	40 roll
Horiba U-51 water quality meter.....	135 day
Light tower (towable vertical mast).....	150 day
Magnehelic gauge	15 day
Manometer	25 day
Mileage (IRS Allowable)	0.625 mile

ITEM	\$ UNIT
Moisture test kit (excludes labor to perform test, ASTM E1907)	60 test
Nuclear moisture and density gauge	88 day
Electrical moisture and density gauge	88 Day
Pachometer	25 day
Particulate Monitor.....	125 day
pH/Conductivity/Temperature meter	55 day
Photo-Ionization Detector (PID).....	120 day
Pump, Typhoon 2 or 4 stage	50 day
QED bladder pump w/QED control box.....	160 day
Quire fee – Phase I only	200 each
Resistivity field meter and pins	50 day
Slip / threaded cap, 2-inch or 4-inch diameter, PVC Schedule 40.....	15 each
Slope inclinometer	200 day
Soil sampling T-handle (Encore)	10 day
Soil sampling tripod	35 day
Speedy (R) moisture tester.....	5 day
Stainless steel bailer.....	40 day
Submersible pump, 10 gpm, high powered Grundfos 2-inch with controller	160 day
Submersible pump/transfer pump, 10-25 gpm	50 day
Support service truck usage (well installation, etc.).....	200 day
Survey/fence stakes	8 each
Tedlar® bags	18 each
Traffic cones (≤25)/barricades (single lane).....	50 day
Turbidity meter	70 day
Tyvek® suit (each).....	18 each
Vapor sampling box.....	55 day
Vehicle usage (carrying equipment)	20 hour
VelociCalc.....	35 day
Visqueen (20 x 100 feet)	100 roll
Water level indicator (electronic well sounder) <300 feet deep well.....	60 day
ZIPLEVEL®.....	15 day
Other specialized geotechnical and environmental testing and monitoring equipment are available, and priced per site	

TERMS AND CONDITIONS

- **Expiration:** This fee schedule is effective through December 31, 2022 after which remaining work will be billed at then-current rates.
- **Proposal Expiration:** Proposals are valid for at least 30 days, subject to change after 30 days; unless otherwise stated in an attached proposal.
- **Prevailing Wages:** Our fees for prevailing wage work are based upon California prevailing wage laws and wage determinations. Unless specifically indicated in our proposal, costs for apprentice are not included. If we are required to have an apprentice on your project, additional fees will be charged.
- **Overtime:** Standard overtime rate is per California Labor Law and is billed at 1.5 or 2 times their hourly billing rate. Overtime rate for non-exempt field personnel working on a Leighton observed holiday is billed at 2 times their hourly billing rate. Overtime rate for Prevailing wage work is per the California Department of Industrial Relations (DIR) determination and is multiplied at 1.5 to 2 times their hourly billing rate for overtime and double-time, respectively.
- **Expert Witness Time:** Expert witness deposition and testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
- **Minimum Field Hourly Charges:** For Field Technicians, Special Inspectors or any on-site (field) materials testing services:
 - 4 hours:** 4-hour minimum charge up to the first four hours of work
 - 8 hours:** 8-hour minimum charge for over four hours of work, up to eight hours.

Project time accrued includes portal to portal travel time.
- **Insurance & Limitation of Liability:** These rates are predicated on standard insurance coverage and a limit of Leighton's liability equal to our total fees for a given project.
- **Outside Direct Costs:** Heavy equipment, subcontractor fees and expenses, project-specific permits and/or licenses, project-specific supplemental insurance, travel, subsistence, project-specific parking charges, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 20%, unless billed directly to and paid by client.
- **Invoicing:** Invoices are rendered monthly, payable upon receipt in United States dollars. A service charge of 1½-percent per month will be charged for late payment.
- **Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities and hazardous materials on the project site, prior to fieldwork, and agrees to reimburse Leighton for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe and legal access to the project site for all Leighton field personnel.
- **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of \$10 per bag and \$5 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in the United States. There may be additional cost for handling imported samples.
- **Construction Material Samples:** After all designated 28-day breaks for a given sample set meet specified compressive or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. All other construction materials will be disposed of after completion of testing and reporting.

INSPECTOR SERVICES AGREEMENT

This AGREEMENT is made and entered into this Seventh day of August, 2024, by and between the BEAUMONT UNIFIED SCHOOL DISTRICT (“DISTRICT”), and Stephen Payte DSA Inspections, Inc. (“INSPECTOR”). The DISTRICT and the INSPECTOR are sometimes referred to herein singularly as a “PARTY” and collectively as the “PARTIES”. The INSPECTOR and the DISTRICT do hereby contract and agree as follows:

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

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

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

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

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

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

(c) Job File.

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

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

- (W) Certificate of Compliance – Approved Bleacher/Grandstand Fabricator (Form DSA 130);
- (X) Applicable codes and referenced standards;
- (Y) Any other documents required to provide a complete record of construction.

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

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

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

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

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

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

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

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

(d) Project Inspection Cards.

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

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

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

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

- (A) Initial Site Work and Foundation Preparation;
- (B) Vertical and Horizontal Framing;

- (C) Appurtenances;
- (D) Finish Site Work and Other Work; and
- (E) Final

If the Project Architect/Engineer has delegated responsibility for any portion of the PROJECT's design to other engineers, the INSPECTOR shall likewise obtain copies of the Interim Verified Reports prepared by such engineers (Form DSA 6-AE) prior to the INSPECTOR's approval and sign off of the above sections of the PIC's as they relate to the portions of the PROJECT that were delegated to the other engineers. In the case of a Geotechnical engineer, the INSPECTOR shall collect a copy of the Interim Verified Report (Form DSA 293) prepared by such Geotechnical engineer as applicable before the INSPECTOR can approve and sign off any of the above sections that relate to the portions of the PROJECT that were delegated to the Geotechnical engineer.

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

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

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

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

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

(viii) The INSPECTOR shall immediately notify the DSA Regional Office with construction oversight authority over the PROJECT, by phone and electronically, if applicable blocks/sections of any PIC have not been signed off by the INSPECTOR and

the Contractor on the PROJECT is proceeding with construction activities that are covering the unapproved work.

(e) Testing and Special Inspections.

(i) The INSPECTOR shall obtain a copy of the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103) from the Project Architect/Engineer prior to the commencement of construction and maintain a copy of the approved DSA 103 form in the INSPECTOR's Project File for the duration of the PROJECT. The INSPECTOR shall thoroughly review and evaluate the approved Form DSA 103 for the PROJECT and be familiar with the required testing and special inspections program required by the DSA approved Construction Documents.

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

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

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

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

(vi) Copies of all daily inspection reports, special daily inspection reports, Interim Verified Reports, Verified Reports and any other reports related to the testing and special inspections performed on the PROJECT, pursuant to the DSA approved Construction

Documents, shall be maintained and posted in the INSPECTOR's Project File throughout the duration of the PROJECT. All testing and special inspection related reports obtained by the INSPECTOR pursuant to this Section (C)(2)(e) shall also be posted electronically with the DSA.

- (f) Inspector's Semimonthly Reports. The INSPECTOR shall keep the architect or registered engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required in Section 4-342 of Title 24 of the California Code of Regulations. See also sample of semimonthly report in Appendix of Title 24 of the California Code of Regulations.
- (g) Inspector's Daily Report to District. The INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting daily reports in writing to the DISTRICT. Such reports shall include, but not be limited to, the following information:
 - (i) Activities performed by the Contractors, and areas where work is performed with relation to the plans and specifications.
 - (ii) Manpower assigned to the Contractor and subcontractor(s), including the number of individuals in each trade and the type of work being performed.
 - (iii) Weather conditions.
 - (iv) Equipment and materials delivered to the site.
 - (v) Construction equipment and vehicles utilized and duration on PROJECT.
 - (vi) Nature and location of the work being performed (starting and completion dates for various portions of the work).
 - (vii) Verbal communication and clarifications of the work given to the Contractor awarded the PROJECT.
 - (viii) Inspection by representatives of regulatory agencies.
 - (ix) Occurrences or conditions that might affect Contract Sum or Contract Time.
 - (x) Visitors to the site, titles, and employers of visitors, and reasons for visit.
 - (xi) INSPECTOR's record journal to include "Pertinent Calls" relating to conflicting issues regarding changes to documents, i.e., plans, specifications, change orders and job conditions affecting the interests of the DISTRICT.
 - (xii) Any work or material in place that does not correspond with the codes, drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.

- (xiii) Times of day INSPECTOR was present on site.
- (h) Notifications to Division of the State Architect. The INSPECTOR shall notify the Division of the State Architect:
 - (i) When work is started on the PROJECT.
 - (ii) At least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms.
 - (iii) At least 48 hours in advance of the first pour of concrete.
 - (iv) When work is suspended for a period of more than two weeks.
- (i) Construction Procedure Records. The INSPECTOR shall keep a record of certain phases of construction procedure including, but not limited to, the following:
 - (i) Concrete pouring operations. The record shall show the time and date of placing concrete and the time and date of removal of forms in each portion of the structure.
 - (ii) Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.
 - (iii) Penetration under the last ten (10) blows for each pile when piles are driven for foundations.

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

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

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

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

- (k) Verified Reports. The INSPECTOR shall make and submit to the Division of the State Architect verified reports pursuant to Section 3-342 of Title 24 of the California Code of

Regulations. The INSPECTOR shall prepare and deliver to the Division of the State Architect detailed statements of fact regarding materials, operations, etc., when requested.

- (1) Violations. Failure, refusal, or neglect on the part of the INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal, or neglect to report immediately, in writing, any such violation to the architect or registered engineer, to the school board, and to the Division of the State Architect shall constitute a violation of the Field Act and shall be cause for the Division of the State Architect to take action.

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

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

hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of the INSPECTOR, and in such event, the INSPECTOR shall reimburse DISTRICT upon demand for the cost thereof.

(E) The DISTRICT agrees to pay the INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A". This AGREEMENT is based on estimated Time and Material expense. In no event shall the total payment to INSPECTOR under this AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of One Hundred Thousand Eight Hundred Dollars (\$100,800.00), inclusive of all Reimbursable Expenses, for all services performed and expenses incurred pursuant to this AGREEMENT.

(F) The INSPECTOR agrees to discharge the duties as set out in this contract in a manner satisfactory to the Division of the State Architect and the Architect retained by the DISTRICT. The INSPECTOR shall devote each working day to the inspection of Glen View High School New Classroom Building (hereinafter referred to as the "PROJECT(S)").

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

- (1) In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the INSPECTOR for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and other documents whether delivered to the DISTRICT or in the possession of the INSPECTOR. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased inspection and replacement inspector costs shall be deducted from payments to the INSPECTOR.
- (2) In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Paragraph (G)(3) below, and INSPECTOR shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by INSPECTOR.
- (3) This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to INSPECTOR. In the event of a termination without cause, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the INSPECTOR for Board approved extra services.
- (4) In the event the INSPECTOR is terminated, with or without cause, the INSPECTOR shall personally provide all the original PIC's prepared or obtained by the INSPECTOR in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the

DISTRICT. All original PIC's must be provided to the DSA assuming inspector or the DSA, as applicable, within 48 hours of the effective date of the INSPECTOR's termination. Under no circumstances shall the INSPECTOR withhold any original PIC's related to the PROJECT upon the INSPECTOR's termination. The INSPECTOR shall be responsible for any delays on the PROJECT that arise out of the INSPECTOR's failure to provide the original PIC's to the assuming DSA inspector or the DSA as directed by the DISTRICT in accordance with this section. Upon the effective date of the INSPECTOR's termination, the INSPECTOR shall provide copies of all current PIC's in the INSPECTOR's Project File to the DISTRICT along with all other documents detailed in Section (C)(2)(c) of this AGREEMENT.

- (5) In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, the INSPECTOR agrees to continue the work diligently to completion. If the dispute is not resolved, the INSPECTOR agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but the INSPECTOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.
- (6) THE DISTRICT AND INSPECTOR UNDERSTAND AND AGREE THAT SECTION (G) OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

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

- (1) Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to the INSPECTOR's employees or the INSPECTOR's subcontractor's employees arising out of INSPECTOR's work under this AGREEMENT; and
- (2) General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by the INSPECTOR or any person, firm or corporation employed by the INSPECTOR related to, founded upon or in connection with this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;
- (3) Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the INSPECTOR, or any person, firm or corporation employed by the INSPECTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

- (4) Business Automobile Liability. Liability for bodily injury or property damage claims arising out of the use of owned, hired, or non-owned automobiles operated by the INSPECTOR, its officers, agents, employees or anyone employed by the INSPECTOR, in connection with work performed under this AGREEMENT.
- (5) INSPECTOR, at INSPECTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees on account of or founded upon any of the causes, damages or injuries identified herein Section (H) and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
- (6) THE PARTIES UNDERSTAND AND AGREE THAT SECTION (H) OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT AS AN EXHIBIT OR OTHERWISE INCLUDED IN THE CONSULTANT'S TERMS AND CONDITIONS SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.
- (7) ANY ATTEMPT TO LIMIT THE INSPECTOR'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE INSPECTOR.

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

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

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

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

(M) Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of

Stephen Payte DSA Inspections, Inc.

Inspector Agreement

Glen View High School New Classroom Building 2024

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the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and INSPECTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the INSPECTOR.

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

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

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

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

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

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

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

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

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

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

INSPECTOR:

DISTRICT:

Stephen Payte DSA Inspections, Inc.

Beaumont Unified School District

By: _____

By: _____

Carmen Ordonez, Director of Fiscal Services

EXHIBIT "A"

Proposal for Inspection Services

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

July 17, 2024

Re: DSA Project Inspection Services for Glen View HS CR Addition (04-123006)

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

With an anticipated project duration of 346 calendar days (9/23/24 - 9/4/25) and an estimated 20 hours of inspection per week, our not to exceed total cost for services is **\$100,800.00**

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

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

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

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

Sincerely,



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



BEAUMONT UNIFIED SCHOOL DISTRICT

VENDOR AGREEMENT

OVER \$5000 UNDER \$5000

THIS AGREEMENT is made effective on August 7, 2024 (date) by and between Print Management Partners, Inc. dba TFS Results hereafter called "**VENDOR**," and Beaumont Unified School DISTRICT, hereafter called "**DISTRICT**."

NOW, THEREFORE, the Parties agree as follows:

1. VENDOR SERVICES and/or PRODUCTS:

In consultation and cooperation with the DISTRICT, the VENDOR shall provide the services and/or products consistent with generally acceptable industry standards or better. The Services and/or Products are described in further detail:

X In the VENDOR's Proposal and/or Scope of Work and/or Quote (attached).

Purpose: A 2-year agreement for a guest speaker for the leadership team on October 9, 2024, and a keynote speaker to all staff at the District-wide professional development day on October 10, 2025.

Any attachment is hereby incorporated into this Agreement and made a part of it. In the event of any conflict between the language in this Agreement and any attachment incorporated herein, the language in this Agreement will govern and take precedence over any attachment. No services and/or products can be provided without a fully executed agreement and DISTRICT approved insurance.

2. INDEPENDENT CONTRACTOR:

The VENDOR 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 VENDOR or between the DISTRICT and any of VENDOR's agents or employees. VENDOR is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any Services provided. VENDOR 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 VENDOR 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 VENDOR under this Agreement. VENDOR must provide DISTRICT with his/her Social Security Number or Taxpayer ID number. DISTRICT will provide VENDOR and the Internal Revenue Service ("IRS") with a statement of earnings at the conclusion of each calendar year as required by the IRS.

- a. The DISTRICT will prepare and furnish to the VENDOR upon request such existing information as is reasonably necessary for the performance of Services by the VENDOR. The VENDOR 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.

3. PUBLIC EMPLOYEE CAVEAT:

The VENDOR, if an employee of another public agency, certifies that VENDOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are performed pursuant to this Agreement.

4. TERM:

The term of this Agreement shall begin on August 7, 2024 and terminate automatically on June 30, 2026, unless terminated earlier by either party as provided in this Agreement. The DISTRICT's termination of the Agreement shall in no way affect VENDOR's obligation to hold harmless and indemnify the DISTRICT in accordance with Section 10 below.

5. COMPENSATION:

VENDOR shall furnish to the DISTRICT the Services at a rate of \$ N/A per hour, for a total cost not to exceed \$20,000.00 ~~—or—~~ for a lump sum of \$ N/A ~~—or—~~ per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services, or goods delivered/installed, and receipt of an approved invoice. The total "not-to-exceed" or lump sum amounts and any hourly rate of the VENDOR 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.

X A rate sheet may be attached and incorporated into this Agreement. It is the sole obligation of the VENDOR 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.

X Payment for the Work shall be made for all undisputed amounts on a monthly basis and shall be paid within (30) days after VENDOR submits an invoice to the District for Work actually completed and after DISTRICT's written approval of the Work, or the portion of the Work for which payment is to be made. Invoices will be submitted to DISTRICT after employees have been paid. Invoices must reflect all costs incurred in sufficient detail, and VENDOR shall submit to DISTRICT any documentation necessary to substantiate the full and satisfactory performance of the services of which payment is requested. Such invoices shall reflect the Purchase Order Number provided by DISTRICT and be submitted to **Accounts Payable, Beaumont Unified School District, via email to: purchasing-ap@beaumontusd.k12.ca.us or mail to: P.O. Box 187, Beaumont, CA 92223-0187.**

6. MATERIALS:

Vendor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, DISTRICT shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Vendor or its subcontractors, even if such Equipment is furnished, rented or loaned to Vendor its subcontractors by DISTRICT. Furthermore, any Equipment or workmanship that does not conform to the regulations of this Agreement may be rejected by DISTRICT and in such case must be promptly remedied or replaced by VENDOR at no additional cost to DISTRICT and subject to DISTRICT's reasonable satisfaction.

7. PROPERTY:

VENDOR shall restore DISTRICT owned property damaged as a result of carrying out any portion of their contract with the DISTRICT to its original condition at the VENDOR's expense. VENDOR shall notify the DISTRICT not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area. VENDOR shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner. VENDOR shall be liable for damage to property arising directly or indirectly out of the VENDOR's services including but not limited to VENDOR's use of the premises, the adjoining areas, including the parking

lots. The DISTRICT assumes no liability or responsibility for any personal property of VENDOR or of its employees, agents, representatives, guests, or invitees of VENDOR, brought on to the premise during the term of the services.

8. 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 VENDOR 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 VENDOR 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 VENDOR under this Agreement. Upon request, VENDOR shall sign all documents necessary to confirm or perfect the exclusive ownership of the DISTRICT to the Work Product. No VENDOR, firm, or corporation may use the DISTRICT logo without pre-approval from the Superintendent.

9. TERMINATION:

The DISTRICT may at any time and for any reason suspend performance by the VENDOR or terminate this Agreement and compensate VENDOR only for Services satisfactorily rendered to the date of such suspension or termination. 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 VENDOR's obligation to hold harmless and indemnify the DISTRICT in accordance with Section 10. Written notice by the DISTRICT shall be sufficient to suspend or terminate any further performance of Services by the VENDOR. 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 VENDOR shall promptly provide and deliver to the DISTRICT any and 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.

10. HOLD HARMLESS AND INDEMNIFICATION:

To the fullest extent provided by law, Vendor shall defend, indemnify and hold harmless the District, including its Board, officers, agents, employees, and affiliates, from and against any and all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs, and expenses (including, but not limited to attorney fees and costs including fees of consultants) arising out of this Agreement, except to the extent caused by the District's sole gross negligence or intentional misconduct.

11. INSURANCE:

The Vendor shall provide certificates 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. 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, P.O. Box 187 Beaumont, CA 92223, or emailed to purchasing-ap@beaumontusd.k12.ca.us. Coverage shall not be canceled except with notice to the District.

General Liability (GL): 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;
OR
 Proof of Coverage for general liability

Auto Liability: \$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 \$500,000 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; **OR**
 Proof of Coverage for individual auto liability; **OR**
 Proof of Coverage for auto liability

Professional Liability: in an amount not less than \$1,000,000, **if Consultant has a special or professional license (e.g., nurse, doctor, therapist, dentist, engineer);**

Certificate of Professional Insurance is attached.

Cyber Liability: A minimum of \$1,000,000.00, \$2,000,000.00 aggregate 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 VENDOR 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.

Workers' Compensation: statutory coverage as required by the State of California and including Employers' Liability with limits not less than \$1,000,000.00 each accident; \$1,000,000.00 policy limit bodily injury by disease; \$1,000,000.00 each employee bodily injury by accident;

Workers' Compensation Insurance Certificate (for employers with one or more employees)
 Sole Proprietor /No Workers' Compensation Insurance - VENDOR 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.

12. FINGERPRINTING AND MISCELLANEOUS REQUIREMENTS: At the DISTRICT's discretion, the following will apply:

a. **SOLE PROPRIETORS:**

Through the DISTRICT, the VENDOR will be processed by the Department of Justice and the Federal Bureau of Investigation, meeting criminal background check requirements of Education Code section 45125.1. The VENDOR has not been convicted of a violent felony listed in Penal Code Section 667.5(c) or a serious felony listed in Penal Code Section 1192.7(c).

b. **CORPORATIONS:**

VENDOR certifies to the DISTRICT's Board of Trustees that VENDOR, its employees, agents, representatives, guests, or invitees have been processed through the Department of Justice and the Federal Bureau of Investigation, meeting criminal background check requirements of Education Code Section 45125.1 and that employees in direct contact with DISTRICT students have not been convicted of a violent felony listed in Penal Code Section 667.5(c) or a serious felony listed in Penal Code Section 1192.7(c).

- c. **TUBERCULOSIS CLEARANCE:**
The VENDOR will provide proof of negative tuberculosis, **or certify (see attached document)** that VENDOR, its employees, agents, representatives, guests, or invitees have tested negative prior to assignment with the DISTRICT.
- d. **POLICIES:**
VENDOR, its employees, agents, representatives, guests, or invitees shall comply with all DISTRICT policies, rules and regulations while on site; no smoking in compliance of California Health and Safety Code 104420, DISTRICT’s Board Policy, BP3513.3, and appropriate behavior, including the use of offensive language as sited in California Education Code 44810, 44811, and the DISTRICT’s Board Policy AR3515.2 (a).
- e. **NOTIFICATIONS:**
VENDOR certifies that if an employee providing services to DISTRICT is subsequently convicted or pleads no contest to any crime listed in this section, VENDOR will immediately notify DISTRICT and immediately terminate the employee’s assignment with DISTRICT.

13. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION (if applicable): If any portion of the work or services to be performed by VENDOR under the Agreement constitutes a “public work” as defined in California Labor Code Section 1720(a), and payment will be made by DISTRICT in whole or part out of public funds, prior to issuing this Agreement, VENDOR shall be required to be registered with the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1725.5 and such work or services constituting a public work shall be subject to compliance monitoring and enforcement by DIR.

_____ Applicable
 X
 _____ Not Applicable

14. PREVAILING WAGE (as applicable): Prevailing wages are applicable to all projects defined as a “public work” by the California Labor Code Section 1720(a). These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code Sections 1720 et seq., it shall be mandatory upon the Vendor to whom the Contract is awarded, and upon any sub-Vendor under such Vendor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

_____ Applicable
 X
 _____ Not Applicable

A Vendor or sub-Vendor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered Vendor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Vendor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

The Vendor 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).

15. RECORDS RETENTION: The VENDOR 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 VENDOR’s records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the VENDOR 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.

16. COMPLIANCE WITH LAW/CONFIDENTIALITY:

The VENDOR shall comply with all applicable DISTRICT, federal, state, and local laws, rules, regulations, policies, and ordinances and workers' compensation laws. All agreement provisions required by law shall be deemed incorporated into this Agreement. VENDOR will not at any time or in any manner, either directly or indirectly, use for the personal benefit of VENDOR, 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). VENDOR will protect such information and treat it as strictly confidential. The provisions of this Section 15 shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, VENDOR will return to the DISTRICT all student records, other records, notes, documentation, and other items that were used, created, or controlled by VENDOR during the term of this Agreement. The VENDOR represents and warrants it does not have any potential, apparent, or actual conflict of interest relating in any way to this Agreement.

17. DATA PRIVACY (AB 1584):

If VENDOR will provide technology services that involve the digital access, use, storage or management of pupil records, then in compliance with Education Code Section 49073.1, the VENDOR must complete Exhibit A. Pupil records includes 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.

Applicable

X

Not Applicable

If VENDOR has access to or will be receiving any personal or private information about the DISTRICT, its students, personnel, students or parents or any other third party, the DISTRICT assumes no liability or responsibility. VENDOR assumes any and all liability for claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from invasion of privacy violations, breach of privacy, information theft, financial theft/information, damage to or destruction of electronic data or information release of private information, alteration of electronic information, and/or extortion and network security.

18. PARENT CONSENT FOR SERVICES:

Should services coordinated by VENDOR include any form of medical or psychological services, including diagnostic services, treatment, or counseling, or include any video recording of lessons or events, Vendor shall ensure that written parent consent is obtained on a District approved form prior to providing service(s) to a minor.

Applicable

X

Not Applicable

19. ANTIDISCRIMINATION:

It is the policy of the DISTRICT that in connection with all work performed under this agreement, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The VENDOR agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the VENDOR agrees to require like compliance by **any subcontractors employed** on the work by such VENDOR. In accordance with Government Code section 12990, the VENDOR shall give written notice of its anti-discrimination obligations to any labor organization with which VENDOR has a collective bargaining or other agreement. VENDOR shall also require any sub-contractor it hires to provide written notice of its anti-discrimination obligations to any labor organizations with which the sub-contractor has a collective bargaining or other agreement.

20. CALIFORNIA LAW:

This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The DISTRICT is authorized by California Public Contract Code Section 20111 and California Government Code Section 53060. The Parties further

acknowledge and agree that the performance of the Agreement shall occur within Riverside County, California, and any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the DISTRICT's administration offices are located.

21. DISPUTES:

In the event of a dispute between the Parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, VENDOR shall neither rescind the Agreement nor stop Work.

22. DELEGATE ABILITY:

This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.

23. CONFLICT OF INTEREST:

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

24. ALTERNATE SOURCES:

Nothing in this Agreement shall prohibit the DISTRICT from acquiring the same type, or equivalent goods or services from other sources, when deemed by the DISTRICT, at its sole discretion, to be in the DISTRICT'S best interest.

25. ENTIRE AGREEMENT/AMENDMENT/MODIFICATION:

This Agreement along with the DISTRICT's Terms and Conditions constitute the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written agreements. There are no other promises or conditions in any other agreement whether oral or written, unless issued by the DISTRICT. Any amendment or modification of the Agreement or the DISTRICT's Terms and Conditions such as an increase/decrease to the dollar amount, adding or changing services, or any other changes shall be effective only if it is in writing and signed by the VENDOR and DISTRICT authorized signers.

- a. **Amendments will require Board approval and services will not be paid until Board approval is received. If you need assistance with this matter, please contact the Purchasing Department at (951) 845-1631 or email: Purchasing-ap@beaumontusd.k12.ca.us**

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

VENDOR:

Print Management Partners, Inc. dba TFS Results
Name

4059 Kinross Lakes Parkway, Suit B
Street Address/PO Box

Richfield, OH 44286
City State Zip

Signature Date

Printed Name

Title

330-840-2680
Phone Fax

mark.perna@TFSresults.com
Email

DISTRICT:

Beaumont Unified School District
Name

350 W Brookside Avenue/PO Box 187
Street Address/PO Box

Beaumont CA 92223-0187
City State Zip

Signature Date

Carmen Ordonez
Printed Name

Director of Fiscal Services
Title

951-845-1631
Phone Fax

Purchasing-ap@beaumontusd.k12.ca.us
Email

Agreement: The agreement was approved by the Beaumont Unified School District Board of Trustees on _____.
Date

Agreement Number: _____



PRESENTATION AGREEMENT



PREPARED FOR:

BEAUMONT UNIFIED SCHOOL DISTRICT

Beaumont, CA

Agreement Date: June 20, 2024

PREPARED BY:

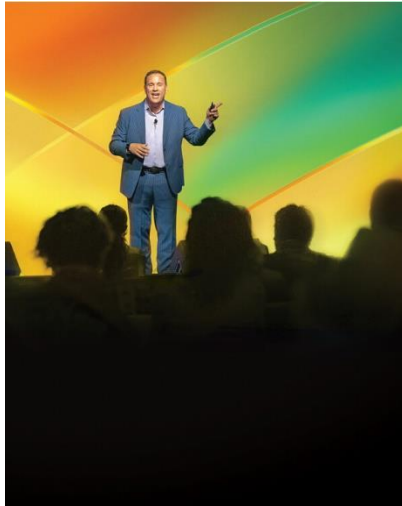
MARK C. PERNA

*Acclaimed Keynote Speaker
Generational Expert
Bestselling Author
National Thought Leader
CEO, TFS Results*

June 20, 2024

PRESENTATION

“Unleashing Passion, Purpose, and Performance in Younger Generations”



JOIN DYNAMIC PERFORMANCE EXPERT MARK C. PERNA as he unveils the groundbreaking innovations for working with today's younger generations. Educators, employers, parents, and community leaders will benefit from these proven strategies to bridge the generational divide, engage and retain young people, and equip them with a powerful competitive advantage.

Purposeful education is the heartbeat of this inspiring call to action. Students who experience education with purpose can then pursue passion-driven employment at all levels of learning and experience. Though they're often painted in a negative light, they have incredible potential to change the world. We just have to unleash it. As the skills gap widens, we must tap into the vast creativity, intelligence, and potential of the next generation.

A father to two successful young people, Mark delivers key insights on how they think, what makes them tick, and how they make decisions. Mark will show you how to connect, engage, and answer why to inspire their greatest effort. With clear action steps you can implement immediately both in your home and professional life, Mark's message will help you move young people from static purpose to active purpose so they can achieve at a higher level. Countless parents, educators, and employers have used Mark's strategies to maximize their interactions and outcomes with today's younger generations.

Discover how you can hear the branch creak and implement the Light at the End of the Tunnel strategy to attract, engage, and empower the best young talent today. With highly practical generational insights, innovative best practices, and signature inspiration, Mark's nationally acclaimed methods will open your eyes to the amazing promise of the younger generations. Recharge your passion for making a difference and start motivating young people like never before!

INCLUDED WITH THE KEYNOTE

It's our pleasure to offer complimentary, customized electronic materials to support your efforts to promote Mark's keynote address. We will provide:

- A PDF flyer with the event date, your logo, registration link (if applicable), keynote title, keynote description, testimonials, and short speaker biography
- Two images with the key event/date information for use on social media
- A short promotional video with the key event/date information

Our Manager of Operations and Client Services, Kristy Warrell, will coordinate these materials for you. If you have other promotional material needs, please contact her directly at kristy.warrell@TFSresults.com.

June 20, 2024

WHAT EVENT ORGANIZERS ARE SAYING

Sally Harrison, President & CEO at Mesa Chamber of Commerce and President of Mesa Industry & Defense Council: "For 2 fantastic hours, Mark Perna riveted our audience of business owners, corporations, community leaders, economic development, and educators. His message of truly connecting our pipelines was substantive, funny, and full of actionable strategies that people are still talking about. The keynote ended in an enthusiastic standing ovation, but the impact Mark made isn't over. What an incredible experience!"



Tim Payne, Superintendent at Ephrata School District: "Words can't express the universal impact Mark Perna had on our entire community. He inspired literally everyone—from middle and high school students to our K-12 staff, community stakeholders, and state representative—to expand, and in some instances change, our thinking about education, careers, and what we can accomplish together. I've never witnessed such a collective mind shift. For the first time, every stakeholder is aligned on common ground and excited to move toward a stronger future!"

Nathan Ohle, President & CEO at International Economic Development Council (IEDC): "Mark led our opening plenary with an incredibly impactful message that set the tone for the rest of our conference. His insights into the 'Why Generation' really resonated with our audience of economic developers, spurring productive and ongoing discussions. We need to foster economic opportunity in our communities and drive top talent to regions of all sizes—and Mark's strategies were laser-focused on those outcomes. The energy, excitement and passion Mark brought have changed the conversation."



Amy Christianson, Chief, Member Services at California School Boards Association: "Our audience of school board trustees and superintendents was amused, entertained, and inspired by the power of Mark Perna's keynote speech at our annual conference. Creating meaningful, productive, cross-generational relationships is key to teaching, learning, and governance, and lies at the heart of what we do as educators. Mark's compelling presentation on unleashing the potential of Gen Z resonated with our members and provided a roadmap for leaders in schools districts and county offices of education across the state."

Cassandra M. Vanhooser, Director, Economic Development & Tourism at Talbot County, MD: "MARK PERNA IS DYNAMITE! His message was transformative and impactful for our wide range of attendees, including CEOs, educators, nonprofit leaders, HR directors, and more who raved about Mark's presentation. He has helped us reach across boundaries and engage the entire community to truly start shifting our paradigm. Mark's energy and progressive ideas are EXACTLY WHAT WE NEED to meet the challenges of modern economic development."



June 20, 2024

WHAT EVENT ORGANIZERS ARE SAYING (CONT.)



Dr. Janet Pope, Executive Director, Louisiana School Boards Association: "Mark's dynamic message was exactly what we were looking for to kick off our 86th annual convention! He not only conveyed valuable knowledge and expertise, but also inspired and engaged our members with his personal stories and experiences. His ability to connect with the audience on both a professional and relatable level was truly remarkable and will make a powerful impact as we move forward. Mark's positivity is contagious and set the tone for our best convention experience ever!"

Kim Barkdoll, Director of HR Operations at Mosaic | PHR, SHRM-CP, Employee Relations: "Mark Perna's presentation was spot on for our organization! His real-life, action-oriented strategies have already impacted our mindset and how we connect with employees. One of our goals is to support the holistic development of leaders, this provided takeaways to apply with their family, friends, and community. This was a zero-fluff, high-value experience—Mark delivered real substance and everyone in attendance was fully engaged in what he had to say. Our time with Mark was 100% worth every minute!"



Monty Sabin, Superintendent at Moses Lake School District: "Mark Perna fired up our entire district, including classified staff, with a powerful message of human connection and generational insight. The feedback on his presentation has been 100% positive, with every staff member walking away inspired both personally and professionally. Mark delivers highly engaging professional development with actionable strategies that everyone can start implementing right away. We highly recommend Mark for any organization that needs to re-inspire all staff with a vision for real change!"

Dana Schon, Professional Learning Director at School Administrators of Iowa: "In his opening keynote, Mark Perna engaged and provoked the thinking of our audience at our School Administrators of Iowa Annual Conference. His fast-paced delivery included research specific to the needs of this generation of students, relevant personal stories, and an introduction to pathways toward career readiness. Attendees have followed up with me to remark on the powerful impression he made and their plans to incorporate his ideas into their strategic planning moving forward. Mark's passion, energy, and enthusiasm coupled with the substance of his message set the stage for the conference experience we want for our members."



Kim Kirby, Vice Chancellor at Phillips Community College of the University of Arkansas: "Mark Perna unflinchingly delivered the powerful truths we needed to hear in this pivotal moment. It was a wake-up call for everyone in attendance—from educators and employers to economic developers and community leaders. Now it's time to wake up our community to everything our youth can accomplish when we empower their journey. This is just the beginning of our ongoing paradigm shift!"

June 20, 2024

WHAT EVENT ORGANIZERS ARE SAYING (CONT.)

Dr. Dawn Bridges, Executive Director, Suburban School Superintendents:

"At our national conference of K-12 superintendents, Mark Perna shared a stirring keynote on not just why we urgently need to shift the K-12 school paradigm, but also how to effect that change. His message laid the groundwork for further productive dialogue around how education must adapt and move forward to connect the dots for our younger generations. Mark's passion for understanding Gen Z was a rallying call for all of us to learn, reflect, and build a stronger future—together!"



Jeffrey Elstad, Superintendent at Owatonna Public Schools: "Mark Perna is one of the best speakers our staff has ever heard. He inspired all of us to think about how to move away from what "has always been done" to transforming our teaching and learning for our current and future generations. Mark's powerful message around unleashing students' purpose, passion and performance will continue to drive our work in career pathways in the Owatonna Public Schools."

Rachel Kreikemeier, Executive Director at Gage Area Growth Enterprise (NGage):

"Mark Perna's keynote was game changing for our community! In my work with businesses, employers, community leaders, and educators across Gage County, I constantly hear the same things: We need more skilled people, how can we educate and train the next generation, and what will keep our youth here? Mark's presentation hit all these nails on the head and gave the change-makers in our community the tools and motivation to take the next step toward achieving our goals. We are inspired!"



Dr. Ashlee Spannagel, Dean of CTE & Workforce Development at Southeastern Community College: "Mark Perna brought not just dynamic presence, but also real substance to the pressing questions we are facing as a community college. Many staff stated that this was the best professional development we have ever had. With his vision of human connection and competitive advantage, Mark lit a fire among our campus community. This was the inspiration we needed to move forward in a fast-changing landscape!"

Della Schmidt, Greater Burlington Partnership President and CEO: "We had the pleasure of welcoming Mark Perna as our keynote speaker at a county-wide, four-school district Professional Development workshop for teachers. The day prior Mark spoke at a parents' night event and also to the entire staff at the local community college. Mark lit a fire of inspiration that we are taking full advantage of to catapult local student career exploration efforts. I have often referred to Mark as the "evangelist of education"—he is a dynamic, passionate, compelling speaker and trainer. Do not hesitate to book him—do it now! He will make you look brilliant."



June 20, 2024

WHAT EVENT ORGANIZERS ARE SAYING (CONT.)**Carrie Amann, Executive Director at Pennsylvania Workforce Development**

Association (PWDA): "Every year we work hard to bring in the best workforce thought leaders to keynote at the PWDA Annual Conference. This year, Mark Perna blew our expectations out of the water with his energetic style and timely message. Mark's passionate keynote was perfect to follow the Governor of PA's speech at the conference. He connected instantly with the audience as he delivered valuable strategies that they can implement in both their professional and personal lives. We recommend Mark as a dynamic, personable, and genuine speaker who keeps his audience riveted with truly actionable content."

Collin Callaway, Senior Policy Director at Arkansas Community Colleges:

"Mark Perna brought our audience to their feet with his energetic, engaging, and inspiring message! His insights will help us move forward effectively in a changing world. Mark knows how to bring the heat and challenge every participant to forge a genuine human connection with the young people we serve. Our audience left with valuable tools they can start using immediately to improve their day-to-day interactions and outcomes, and the feedback has been amazing. Thanks, Mark!"

**Tait Strand, Executive Director of Central Wisconsin Manufacturing Alliance:**

"When we brought Mark in to address our huge regional audience of business, industry, education and community leaders, we knew he would light up the room. But we didn't realize just how actionable and inspiring his message would be. Mark's message absolutely hit the sweet spot for our diverse audience. It was relevant, exciting, and empowering for everyone in attendance, and we've been flooded with positive feedback. Throughout the entire process, from planning through execution, Mark and his team were remarkably proactive and easy to work with. In short, Mark's dynamic vision couldn't have come at a better time and we're thrilled with the impact he has made here."

Cathy LeCompte, Past President & Event Organizer at Alaska ACTE: "Mark Perna's high-powered keynote was the capstone of our statewide conference! Afterward Mark led a frank and candid VIP discussion about where the world has changed and how we take action as communities—as well as how we move forward as a state. We had leaders and influencers in attendance who now feel the urgency to bring this message to the capital for legislators and the governor to take action. With the powerful momentum Mark has helped create, we will accomplish great things."

**Kristie Young, Vice President Economic Development, Greater Beaumont Chamber:**

"Mark is by far one of the best speakers we have had in Beaumont, TX! He is an event planner's dream—he comes very prepared, and setup is a breeze. Mark's message resonated with our educators, business professionals and community leaders. Thank you for motivating and inspiring our audience members. Our community is ready to connect the dots and put Mark's wisdom into action!"

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WHAT AUDIENCES ARE SAYING

(Testimonials for promotional use. Additional testimonials available upon request.)

"Mark Perna delivered an incredible message that brought our education and employment systems together in a way I've never seen before. We all have a vital role to play in the economic viability of our community—and now, we feel equipped to play it. With Mark's ongoing involvement, **WE'RE ALREADY TAKING THE NEXT STEPS TO TRANSFORM THE WAY OUR COMMUNITY THINKS** about education and careers. Thank you, Mark!" - *Cody Snider, Market President at Stuttgart Cadence Bank and CEO of Stuttgart Unlimited*

"Your presentation is the **BEST I'VE EVER HEARD** and this is my 40th year in education!" - *Caroline Bloxom, High School Principal/County CTE Supervisor*

"Mark Perna doesn't just talk about changing the landscape of education. **HE PROVIDES A SPECIFIC ACTION PLAN** educators can use to harness student motivation and keep students moving toward their career goals." - *Rhonda Rhodes, Principal at Greenville County Schools*

"If you are looking for insight on connecting with Gen Z, **THIS IS A MUST-SEE EVENT!**" - *Craig Harthoorn, President at H&S Manufacturing Co., Inc.*

"Engaging and inspiring. Starting year 33 as an educator and I'm **MORE FIRED UP FOR THE START OF THIS YEAR** than I have been for the past several years." - *Sue Lasky, Principal at Morgan Elementary*

"The depth and breadth of this presentation can only be called heart. It is **BLOOD-PUMPING ADRENALINE.**" - *Grover Welch, Instructional Facilitator, Newport Special School District*

"You brought me to tears. These were the **MOST MOTIVATING WORDS I'VE EVER HEARD!** Life changing!" - *Laurence Beliel, Director of Business Retention & Expansion at Ponca City Development*

"**THIS INFORMATION APPLIES TO EVERYONE**, regardless of your role in students' lives. This presentation was motivating and energizing. This will benefit our entire school district." - *Trevor Hoss, Supervisor of CTE at Bedford County Public Schools*

"Mark was able to connect a lot of the thoughts and ideas that most people are trying to figure out. **NOT JUST MOTIVATIONAL, PROVIDES ACTUAL SOLUTIONS.**" - *Matt Huber, Business & Community Development Manager at Liberty (Utilities)*

"Outstanding presentation. 17 years of teaching and no one has ever delivered a more **MEANINGFUL AND VALUABLE SET OF STRATEGIES.**" - *Jody Kessinger, Biology Teacher*

"Energetic way to see the other side of the 'entitled and lazy' generation. New perspectives are gained in a **FUN AND HUMOROUS PACKAGE!**" - *Misty Hiltabidel, Workforce Development Specialist at Fay-Penn Economic Development Council*

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"Inspiring, thought provoking and transformational! **I CANNOT WAIT TO TAKE THIS KNOWLEDGE** and implement with my teachers and students!" - *Annie Smith, PK-12 Principal, Paton Churdan Community Schools*

"Not only was this useful to me as an educator, but it will serve as a tool to help me work with my 17 year old who is stuck and perplexed about her future. **I NOW HAVE A CLEAR PATH** to help her with goal setting and future planning." - *Wanda Coates, Principal at S. Christa McAuliffe Elementary*

"**THE REAL ANSWERS** to your workforce/manpower questions!" - *Pamela Wise, Program Analyst at Workforce Solutions Southeast Texas*

"Everything Mark shared today applies to my family and to my teaching. **MARK OPENED MY EYES.** I will be more considerate of what my children and students need." - *Elizabeth Orozco, Kindergarten Teacher, Mission View Elementary*

"**INSPIRING AND WORTH LISTENING** for teaching staff and kids! Prepare for a ride that makes you nod your head repeatedly as items resound with you, chuckle and laugh and through it...the intensity to MAKE the difference needed now." - *Jennifer Knight, Secondary Principal (6-12), Earlham Community School District*

"Practical solutions to perceived impenetrable problems...thanks for the **BREATH OF FRESH AIR!**" - *Tonya Ramey, High School Director*

"A must-see, the **ENERGY I HAVE AFTER TODAY TO CONNECT AND INTERACT WITH TEENS** is off the charts." - *Penny Mayo, School Nurse, Moses Lake School District*

"Very motivating and re-energizing! Gave **GREAT HOPE FOR THE FUTURE OF EDUCATION.**" - *Nicole Richardson, Counselor at Cadillac Innovation High School*

"This was by far the best experience and best motivational speaker I have ever seen. I would describe it as the **ONE AND ONLY PRESENTATION THAT IS ABSOLUTELY ESSENTIAL FOR ALL EDUCATORS** to see." - *Abigail Wright, Behavior Interventionist at Fort Madison Community School District*

"I really was **READY TO QUIT TEACHING.** I've been struggling with this for two years now. This entire presentation made me realize that I absolutely can't. That I must stay to connect with our young people." - *Taylor Kane, Teacher, Clarksville Montgomery County Schools*

"Fabulous message crafted to **ENGAGE COMMUNITY LEADERSHIP, EDUCATORS AND PARENTS** in a call to action to support career readiness for youth and adults!" - *Christy Hawkins, Dean of Workforce Services at Piedmont Virginia Community College*

"If you are a human being, the content Mark provides will be **RELEVANT AND ENERGIZING TO YOUR LIFE.**" - *Emily Geray, Program Director at MENTOR Minnesota*

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PRESENTER BIOGRAPHY



MARK C. PERNA is the founder and CEO of TFS Results, a full-service strategic consulting firm at the forefront of the national paradigm shift in education and workforce development. As an international generational expert, Mark has devoted his career to empowering educators and employers to unleash the tremendous potential of today's young people.

Mark founded the Education with Purpose & Employment with Passion movement to help communities connect the pipelines between education, business, and economic development. Mark serves on the Advisory Council for the Coalition for Career Development and is a member of the International Economic Development Council, both in Washington, DC. His

work has helped countless parents, educators, employers, and national organizations across North America to engage with the younger generations more effectively.

Mark today delivers over 80 in-person and virtual keynote speeches annually at national and statewide events, where he frequently brings audiences to their feet. He's also spoken at Harvard University by special invitation. At TFS Results, Mark's team of talented professionals share his vision of helping organizations of all sizes experience significant gains in recruitment, engagement, retention, and performance.

Mark is a weekly contributor at Forbes.com, where his work reaches an audience of over 4 million. He interviews frequently on radio shows, television, and podcasts, and his library of episodes on *The Perna Syndicate* podcast reaches listeners in more than 70 countries. His multi-award-winning bestseller, *Answering Why: Unleashing Passion, Purpose, and Performance in Younger Generations*, was written to help educators, employers, and parents understand and motivate the millennial and Z generations. Find out more at MarkCPerna.com.

WATCH MARK IN ACTION

[YouTube.com/@markpernaspeaker](https://www.youtube.com/@markpernaspeaker)

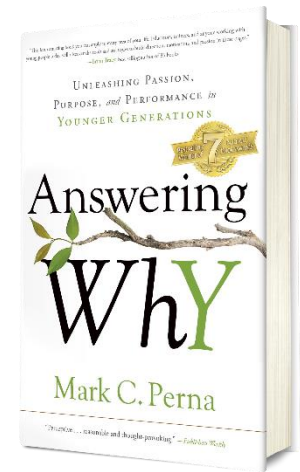


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CORRESPONDING MATERIALS

Mark C. Perna is the author of the award-winning bestseller *Answering Why: Unleashing Passion, Purpose, and Performance in Younger Generations*. This powerful resource can serve as an ongoing reference for audience members to revisit the concepts addressed in the presentation. The book also covers many topics that could not be covered in the presentation due to time constraints.

In *Answering Why*, Mark shares his wide experience and profound success as both a single dad and performance consultant for schools and business across North America. Mark's mission is to empower individuals, educators, employers, and parents to embrace the branch-creak crisis moments of life and make a meaningful connection with the young people they influence.



With strategies and principles from Mark's work with educational organizations and businesses, this book will help unlock the incredible potential of young people everywhere and spur them to increased performance on all fronts, so they can make a bigger difference—which is exactly what they want.

Answering Why was also written as a compelling argument for purposeful education, to be shared with stakeholder groups, sending/feeder organizations, legislators, and others.

In addition, Mark has created several free resources for *Answering Why* at markperna.com/answering-why-book:

- **Book Discussion Guide:** This robust discussion guide includes content and application questions for each chapter. It's relevant to everyone: administrators, instructors, trainers, critical support staff members, and parents too!
- **Career Conversation Starter:** Share this resource with parents to help them spark productive dialogue with their child about career exploration.
- **30-Second Action Guide 1:** Use these three simple strategies to maximize your daily conversations with the younger generations. They're quick to read!
- **30-Second Action Guide 2:** Finding purpose is what motivates young people to higher performance. Use these three quick secrets to help ignite their search.

To maximize the impact and value of this presentation, TFS Results recommends that a copy of *Answering Why* be purchased for each audience member. For bulk pricing, contact kristy.warrell@TFSresults.com.

June 20, 2024

YOUR ORGANIZATION'S INVESTMENT

Presentation Date: Thursday, October 9th, 2025

Session 1: 3.5 Hour Morning K-12 Administrator Keynote (Certified and Classified Administrators)

Presentation Date: Friday, October 10th, 2025

Session 1: (3) Identical 90-Minute (300 Seat Theater) Keynotes

Logistics 1:

7–10 days before the event(s), Mark will send a 1-page PDF handout to be printed in color (if possible) on white paper. These sheets will include the QR code for participants to complete the evaluation after the presentation to receive Mark's PowerPoint slides. These sheets will be placed on the tables or chairs (depending on the setup) for each participant. The person following Mark on the podium should remind participants to complete the evaluation after the presentation.

Cost: \$20,000 Speaking Fee (\$5,000 Deposit Required Upon Agreement Signing)

Travel Expenses: No travel expenses

TFS Results Federal Tax ID: 36-4053683

Additional Paperwork: Please coordinate directly with Kristy Warrell, our Manager of Operations and Client Services, for any additional paperwork or forms needed to expedite payment. Kristy can be reached at 330.840.2680 or kristy.warrell@TFSresults.com.

Tax Exempt Certificate Request: Please email today your Beaumont Unified School District Tax Exempt Certificate to Kristy Warrell at kristy.warrell@TFSresults.com.

Invoicing: TFS Results will invoice immediately following the presentation, so we require the tax exempt certificate on file to avoid invoicing for sales tax.

Cancellation: If the event is cancelled or changed prior to 5 calendar days before the event, there will be a \$5,000 cancellation or date change fee. If the event is cancelled or changed within 5 days of the event, the full amount of the speech will be required.

June 20, 2024

We are looking forward to moving ahead with this presentation and having the opportunity to thoroughly delight you as well as Beaumont Unified School District. We truly appreciate this opportunity to work closely with you!

Please scan and email the signed proposal to mark.perna@TFSresults.com and kristy.warrell@TFSresults.com.

Warmest Regards,

Mark C Perna

Mark C. Perna

Speaker, Author, and CEO at TFS Results

Beaumont Unified School District Approval:

Carmen Ordonez - Director of Fiscal Services

Print Name

Signature

Date

BEAUMONT UNIFIED SCHOOL DISTRICT
PROFESSIONAL CONSULTANT AGREEMENT
(OVER \$5,000)

THIS AGREEMENT is made effective on August 7, 2024 (date) by and between Colbi Technologies, Inc. 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.

- 2. 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.
- 3. 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.
- 4. **TERM:** The term of this Agreement shall begin on August 7, 2024 and terminate automatically on February 17, 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.

5. **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 96,800.00 --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.
6. **PAYMENT DUE:** Payment shall be made to the Consultant within thirty (30) days after receipt of all Agreement documents, a fully supported and detailed invoice which clearly indicates as applicable, any progress completed, milestones achieved, any reports (draft, preliminary, or final) issued, dates worked, increments of hourly work (rounded to the nearest one-tenth hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment each month to the Consultant. The District may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the District from loss, including costs and attorneys’ fees, on account of: (1) defective or deficient work product or Services not remedied; (2) failure of the Consultant to make payments properly to its employees or subconsultants; or (3) failure of Consultant to perform all Services in a timely manner so as to conform to any District schedule or other time constraints.
7. **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.
8. **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.
9. **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.

10. **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 \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000.

_____ 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.

- 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. **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.
- 14. **PUBLIC EMPLOYEE CAVEAT:** The Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are performed pursuant to this Agreement.
- 15. **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.

- 16. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written agreements.
- 17. **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.
- 18. **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.
- 19. **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.)
- 20. **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)
- Workers’ Compensation Insurance Certification
- W-9 form (company name must be same as the Consultant)
- PO (will be sent after signature and required documents are received)
- Other:

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

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

CONSULTANT:

DISTRICT:

Name

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

Address, City, State and Zip

Signature

Date

CBO or Director of Fiscal Services

Date

Phone

Fax

Email

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, Contractor 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 _____
Date

Signature

Typed or printed name

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

BEAUMONT UNIFIED SCHOOL DISTRICT

WORKERS' COMPENSATION INSURANCE CERTIFICATION

The Consultant shall execute the following form as required by the California Labor Code Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

I understand I am not an employee of Beaumont Unified School District, and I am an independent contractor responsible for my own workers' compensation.

Please check one:

_____ Consultant hereby certifies that Consultant does not employ any individual(s) in the course and scope of Consultant's business operations.

_____ Consultant hereby certifies that Consultant employs individuals in the course and scope of business operations and that Consultant is insured against liability for workers' compensation. Attached is a Certificate of Insurance containing the following information:

- Name and address of the insurance producer, agency.
- The name and address of the "named insured" or policy holder.
- The date the certificate was issued.
- Name of the Insurance Company
- Policy number
- Policy period dates, when coverage began and when it should end.
- Proprietor, Partners, Officers inclusion or exclusion indicator
- Statutory limits indicator
- Employers' liability limits
- Description of operations or special items
- Name and address of the certificate holder, the one who requested the certificate.
- Explanation of conditions/notice required for cancellation.
- Signature of the person issuing the certificate

_____ Date

_____ Consultant

_____ Signature

_____ Title

_____ Business License #

_____ State Contractors License # (if applicable)

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 email Risk & Safety Management with a brief description of service, cost of service, which will be performed prior to submitting contract to Purchasing.

BEAUMONT UNIFIED SCHOOL DISTRICT

SCOPE OF WORK OR FEE SCHEDULE

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

August 1, 2024

Sergio San Martin, Chief Business Official
Business Services Department
Beaumont Unified School District
350 Brookside Ave., Beaumont, CA 92223
(951) 845-1631
ssanmartin@beaumontusd.k12.ca.us

Subject: Proposal for Consulting Support Services for the Maintenance, Operations and Transportation (“MOT”) Department

Dear Mr. San Martin:

It is our pleasure to provide this proposal for Consulting Support Services to assist Beaumont Unified School District (“District”) with your Maintenance, Operations and Transportation (“MOT”) Department. It is our understanding that you are requesting support in the following Services:

1. Temporary Interim Director of MOT
 - a. This is staff augmentation to be filled by Colbi’s Ken Mueller.
 - b. Expected hours of support are an average of thirty (30) hours per week until the position is filled (approximately 1.5 months = 192 hours).
 - c. Along with fulfilling the management duties of the Director of MOT, Mr. Mueller will mentor the Assistant Director during this time period.
2. “Transition” Support for Interim Director of MOT
 - a. Mr. Mueller will advise the new Director of MOT during the Director’s first two (2) months of employment with the District.
 - b. This is anticipated to be an average of twenty (20) hours per week (100 hours per month).
3. Evaluate the Organizational Structure of the MOT Department
 - a. Review the Organizational Structure of the Department in relation to the current size and duties of the District. The District has grown, recently, and is expected to continue to grow.
 - b. Provide recommendations for restructuring the current organizational structure and the prepare for the anticipated future growth.
 - c. Deliverable: A Comprehensive Report.
4. Develop a “Game Plan” for a Long Range Deferred Maintenance Plan (LRDMP) primarily via “Desk Audit” (in conjunction with the new Director of MOT)
 - a. Conduct a cursory review of the current conditions of the facilities of the campuses,
 - b. Review the Long Range Facilities Master Plan to understand the future of the District,
 - c. Note: This will be a “Level 1” Plan to understand the major aspects of the LRDMP. For example, Level 2 would include a physical evaluation of each

and every mechanical unit and Level 3 would be a comprehensive evaluation including a Life-Cycle Cost Analysis.

- d. Deliverable: A “Desk Audit” Report

It is also our understanding that the Consulting Support Services assistance and services that you are requesting of Colbi primarily include:

- a. Services to begin immediately following execution of this proposal and/or any subsequent agreement (anticipated for August 12, 2024),
- b. Services are anticipated to be completed by February 17, 2025,
- c. The staff augmentation and site evaluation Services will primarily occur in person. The majority of other Services are allowed to be provided virtually, with certain meetings being required to be in-person, at the District’s discretion, and
- d. Support Services to be provided on a Not-to-Exceed, time-and-materials, as-needed basis.

Colbi Technologies, Inc. would like to propose the following in support of the above:

- 1. Our **not-to-exceed fee proposal for Services 1-4 above is \$96,800.00** which includes \$94,100.00 of Support Services and we request an additional \$2700.00 for reimbursable costs on a pre-approved, time-and-materials basis for items such as printing, cost estimating, gas, etc. as needed.
 - a. Total: \$94,100.00.
 - i. Service 1: \$ 38,900.00
 - ii. Service 2: \$ 31,800.00
 - iii. Service 3: \$ 8,800.00
 - iv. Service 4: \$ 14,600.00
- 2. Khary S. Knowles, Program Director, is your primary lead,
- 3. Ken Mueller is your primary Interim Director and Project Manager,
- 4. Hourly rates of professional and support services will be provided as listed below.

Title	Hourly Rate	Name (if applicable)
Division Director	\$225	Jon Patterson
Program Director	\$210	Khary S. Knowles
Project Manager/”Interim Director”	\$175	Ken Mueller
Project Coordinator	\$105	As needed.
Administrative	\$90	As needed.

This proposal is valid for 90-days.




Proposal for Consulting Support Services

If you agree with this proposal, feel free to sign below and return a copy for our files. We appreciate this opportunity to support the Beaumont Unified School District.

Date: August 1, 2024

Date: _____

Signed: 

Signed: _____

Name: Jon Patterson

Name: Carmen Ordonez

Title/Position: Division Director, Business Services

Title/Position: Director of Fiscal Services

END OF PROPOSAL