

# Colton Joint Unified School District

Student Services Center, Board Room, 851 South Mt. Vernon Ave., Colton, CA 92324



## Board of Education Regular Meeting Agenda

Thursday, January 19, 2012  
at 6:00 p.m.

### **Strategic Plan – Mission Statement**

The Mission of the Colton Joint Unified School District, a team of caring employees dedicated to the education of children, is to ensure each student learns the academic knowledge and skills necessary to thrive in college or in the workforce and be responsible, productive citizens by providing engaging, challenging, and enriching opportunities and specialized programs in a safe environment in partnership with students, families and our diverse communities.

**1.0 OPENING**

1.1 Call to Order

- Mr. Robert D. Armenta Jr., *President*
- Mr. Roger Kowalski, *Vice President*
- Mrs. Patt Haro, *Clerk*
- Mr. Randall Cenicerros
- Mr. Frank Ibarra
- Mrs. Laura Morales
- Mr. Pilar Tabera
- Mr. Jerry Almendarez
- Mr. Jaime R. Ayala
- Mrs. Ingrid Munsterman
- Mr. Mike Snellings
- Mrs. Bertha Arreguín
- Mr. Todd Beal
- Mr. Brian Butler
- Mrs. Jennifer Jaime
- Mrs. Janet Nickell
- Ms. Katie Orloff
- Ms. Jennifer Rodriguez
- Ms. Sosan Schaller
- Mr. Darryl Taylor
- Mr. Robert Verdi

1.2 Renewal of the Pledge of Allegiance.

An interpreter is available for Spanish-speaking persons wanting assistance.

**2.0 SPECIAL PRESENTATIONS**

2.1 Student Recognition

- *Celebrate Success Art Contest*
- *Fuel for Success Balloon Car Challenge*

**3.0 SCHOOL SHOWCASE**

3.1 Colton High School

**4.0 PUBLIC HEARING ~ None**

**5.0 ADMINISTRATIVE PRESENTATIONS**

5.1 Budget Update – *Assistant Superintendent Ayala*

**6.0 PUBLIC COMMENT**

6.1 Announcement Regarding Public Comment for Items on the Agenda and Items Not on the Agenda (Gov. Code 54954.3[a])

The Board President clarifies the process regarding public comment and requests that the appropriate “Public Comment Card” be filled out. At the appropriate time during the Hearing Session, each speaker will be invited to the podium and should begin by stating his or her name and residing city. Board Bylaw 9323 states that “*Individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board shall limit the total time for public input on each item to 15 minutes. With Board consent, the president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.*”

Blue card—Specific Consent, Action, Study & Information or Closed Session Item: Please list the specific agenda item number and subject

White card—Items/Topics Not on the Agenda: Please list topic / subject

**7.0 CLOSED SESSION**

Following action items: Board Room, Student Services Center, 851 So. Mt. Vernon Ave., Colton, California (Government Code 54950 et seq.)

7.1 **Conference with Legal Counsel—Anticipated Litigation**

Significant exposure to litigation pursuant to Government Code Section 54956.9(b)

Potential Case: *~One~*

**8.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION**

**9.0 ACTION SESSION****A. Consent Items**

The following Consent Items are expected to be routine and non-controversial. They will be acted upon by the Board of Education at one time unless a Board Member, a staff member, or a member of the public requests that an item be held for discussion or deferred for separate action.

On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved Consent Items #A – 1 through #A – 8, as presented.

- Page 5 A-1 Approval of Minutes for the December 8<sup>th</sup> and 15<sup>th</sup> Regular and Special Board Meetings  
 Page 19 A-2 Approval of Student Field Trips  
 Page 21 A-3 Approval of Consultant for Assembly Presentations  
 Page 23 A-4 Approval of Consultant for Staff Development  
 Page 27 A-5 Approval of Waiver of California High School Exit Exam (CAHSEE) Requirement for Students with Disabilities Who Have Taken the Exam with Modifications and Received the Equivalent of a Passing Score (2011-12)  
 Page 29 A-6 Approval of the Federal Work-Study Program Off-Campus Agreement with the University of Redlands (2011-12)  
 Page 35 A-7 Approval to Submit Title III Year 2 Improvement Plan Addendum (IPA) and Assurance to the California Department of Education (2012-13)  
 Page 39 A-8 Acceptance of Gifts

**B. Action Items**

- Page 43 B-1 Approval of Personnel Employment  
 Page 45 B-2 Approval of Conference Attendance  
 Page 47 B-3 Approval of Amendment of the 2011-12 School Year Calendar: Single Track and Traditional, Adjusted for Furlough Days  
 Page 49 B-4 Approval of Purchase Orders  
 Page 51 B-5 Award of Bid #12-03 to Westrux International for District Warehouse Trucks  
 Page 53 B-6 Award of Bid #11-03 to Paul C. Miller Construction Co., Inc. for the District Warehouse Walk-In Freezer/Refrigerator Replacement and Service Upgrade Project  
 Page 55 B-7 Approval of Architectural and Engineering Services Agreement with Higginson & Cartozian Architects, Inc. for the Design of Fire Alarm, Intercom, HVAC and Site Electrical Upgrades at Zimmerman Elementary School  
 Page 67 B-8 Approval to Close School Facility Sub-Funds 9701, 9729, and 9743 through 9746  
 Page 69 B-9 Approval of Change Order No. 107-11-06 and 113-11-07 Bithell, Inc. (Category 11-Painting) for the Grand Terrace High School Project Bid #08-14 for Work Exceeding 10% of the Contract  
 Page 81 B-10 Approval of the Agreement with the State of California, Department of Transportation (Caltrans) for the Temporary Easement of a portion of Property Located at Barton Road and Vivienda Avenue in the City of Grand Terrace During the Construction of High Occupancy Lanes and Sound Walls  
 Page 89 B-11 Approval of Resolution No. 12-26 Implementing Prequalification of Construction Contractors Colton Joint Unified School District

**C. Action Item – Board Policy ~ None****D. Action Items – Resolution ~ None****10.0 ADMINISTRATIVE REPORTS**

- Page 137 AR-10.1 Quarterly Uniform Complaint Report Summary (October through December 2011)  
 Page 139 AR-10.2 Approved Disbursements  
 Page 141 AR-10.3 2010-11 Independent Auditor's Annual Financial Audit Report  
 Page 143 AR-10.4 Approved Change Orders Since August 4, 2011 for the Grand Terrace High School Construction Project per Board Resolution 11-65  
 AR-10.5 Facilities Update  
 AR-10.6 ACE Representative  
 AR-10.7 CSEA Representative  
 AR-10.8 MAC Representative  
 AR-10.9 ROP Update

**11.0 SUPERINTENDENT’S COMMUNIQUE**

**12.0 BOARD MEMBER COMMENTS**

**13.0 CLOSED SESSION**

Following action items: Board Room, Student Services Center, 851 So. Mt. Vernon Ave., Colton, California (Government Code 54950 et seq.)

**13.1 Student Discipline, Revocation, and Re-entry**

Page 151 ♦ Expulsion reconsideration for student case #117438

**13.2 Personnel**

- ♦ Public Employee: Discipline/Dismissal/Release (Gov. Code 54957)
- ♦ Public Employee: Employment/Appointment
  - Appointment - Child Welfare and Attendance Coordinator

**13.3 Conference with Legal Counsel—Anticipated Litigation**

Significant exposure to litigation pursuant to Government Code Section 54956.9(b)  
Potential Case: ~Two~

**13.4 Conference with Legal Counsel—Existing Litigation**

Pursuant to Government Code Section 54956.9(a)  
Case Number: ~None~

**13.5 Conference with Labor Negotiator**

Agency:  
Ingrid Munsterman, Assistant Superintendent, Human Resources Division  
Employee Organizations:  
Association of Colton Educators (ACE)  
California School Employees’ Assoc. (CSEA)  
Management Association of Colton (MAC)

**13.6 Conference with Real Property Negotiator (Gov. Code 54956.8)**

Property: ~None~

**14.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION**

**15.0 ADJOURNMENT**

**BOARD AGENDA**

**SPECIAL MEETING  
January 19, 2012**

**CONSENT ITEM**

**TO:** Board of Education

**PRESENTED BY:** Jerry Almendarez, Superintendent

**SUBJECT:** Approval of Minutes for the December 8<sup>th</sup> and 15<sup>th</sup> Regular and Special Board Meetings

**GOAL:** Student Performance, Personnel Development, Facilities/Support Services, Budget Planning, School Safety & Attendance, Community Relations, & Parent Involvement

**STRATEGIC PLAN:** Strategy #1 – Communication      Strategy #4 – Facilities  
Strategy #2 – Curriculum      Strategy #5 – College Career  
Strategy #3 – Decision Making      Strategy #6 – Character

**RECOMMENDATION:** That the Board approve the minutes for the December 8<sup>th</sup> and 15<sup>th</sup> regular and special board meetings.

# Colton Joint Unified School District

Student Services Center, Board Room, 851 South Mt. Vernon Ave., Colton, CA 92324



## Minutes December 8, 2011

The Board of Education of the Colton Joint Unified School District met for a Regular Meeting on Thursday, December 8, 2011 at 5:30 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

### Trustees Present

Mrs. Patt Haro, President  
Mr. Robert D. Armenta Jr., Vice President  
Mr. Frank A. Ibarra, Clerk  
Mr. Randall Cenicerros  
Mr. Roger Kowalski  
Mrs. Laura Morales  
Mr. Pilar Tabera

### Staff Members Present (\*excused)

Mr. Jerry Almendarez	Mrs. Jennifer Jaime
Mr. Jaime R. Ayala	Mrs. Janet Nickell
Mrs. Ingrid Munsterman	Ms. Katie Orloff
Mr. Mike Snellings	Ms. Jennifer Rodriguez
Mrs. Bertha Arreguín	Ms. Sosan Schaller
Mr. Todd Beal	Mr. Darryl Taylor
Mr. Brian Butler	Mr. Robert Verdi

### Strategic Plan -- Mission Statement

The Mission of the Colton Joint Unified School District, a team of caring employees dedicated to the education of children, is to ensure each student learns the academic knowledge and skills necessary to thrive in college or in the workforce and be responsible, productive citizens by providing engaging, challenging, and enriching opportunities and specialized programs in a safe environment in partnership with students, families and our diverse communities

### **1.0 OPENING Call to Order/Renewal of the Pledge of Allegiance**

Board Vice President Haro called the meeting to order at 5:30 p.m. Petty Officer Second Class Cameren Cenicerros led in the renewal of the Pledge of Allegiance.

### **2.0 SPECIAL PRESENTATIONS**

#### **2.1 Reorganization Session – Selection of Officers**

- #449 On motion of Board Member Tabera and Board Member Cenicerros and passed on a 7-0 vote, the Board appointed Robert D. Armenta Jr. as president of the board for the 2012 calendar year.
- #450 On motion of Board Member Armenta and Board Member Morales and passed on a 7-0 vote, the Board appointed Roger Kowalski as vice president of the board for the 2012 calendar year.
- #451 On motion of Board Member Cenicerros and Board Member Kowalski and passed on a 7-0 vote, the Board appointed Patt Haro as clerk of the board for the 2012 calendar year.
- #452 On motion of Board Member Ibarra and Board Member Cenicerros, and carried on a 7-0 vote, the Board appointed Laura Morales as Representative Elector for the 2012 calendar year.
- #453 On motion of Board Member Ibarra and Board Member Kowalski, and carried on a 7-0 vote, the Board appointed Pilar Tabera as ROP board member for calendar years 2012 and 2013.
- #454 On motion of Board Member Ibarra and Board Member Kowalski, and carried on a 7-0 vote, the Board appointed Laura Morales as ROP board member alternate for the 2012 calendar year.

## 2.2 Selection of Regular Meetings Dates – 2011 (calendar year)

#455 On motion of Board Member Armenta and Board Member Ibarra, and carried on a 7-0 vote, the Board accepted Schedule A as the 2012 Regular Board Meeting calendar. The public meetings will be held at the Colton JUSD Student Services Center Board Room, 851 South Mt. Vernon Avenue, Colton. The 2012 Regular Board Meeting dates will be available on the district website: [www.colton.k12.ca.us](http://www.colton.k12.ca.us)

#456 On motion of Board Member Armenta and Board Member Kowalski, and carried on a 7-0 vote, the Board accepted Meeting Time Schedule A. All regularly scheduled public meetings will begin at 6:00 p.m.

The Board took a short recess from 5:36 p.m. to 5:39 p.m.

## 3.0 SCHOOL SHOWCASE

Bloomington High School students updated the board on BHS's most recent activities including their blood drive, Synergy Day, building renovations and improvements and the dedication of the Claude "Bud" Johnston Math and Science Building on Thursday, November 17th.

## 4.0 ADMINISTRATIVE PRESENTATIONS

### 4.1 Budget Update - Assistant Superintendent Ayala, Business Services Division (Exhibit A)

Mr. Ayala provided a brief budget update for the board which included a review of the monthly cash receipts and disbursements per the 2011-12 First Interim Cash Flow Schedule. In conclusion, he stated that deficit spending, in addition to the state revenue deferrals, are causing a negative cash flow and forcing the district to borrow funds. By eliminating any deficit spending, the district will be able to stabilize the drain on cash. If state revenue deferrals continue, the district will still need to borrow, however the amounts borrowed will be much more manageable and stable.

## 5.0 PUBLIC HEARING ~ None

## 6.0 PUBLIC COMMENT

### 6.1 Blue card—Specific Consent, Action, Study & Information or Closed Session Item

- *Ginger Witt*, teacher, Bloomington Middle School, commented on Action Items B-11 and B-12 and encouraged the board to accept Draft Plan A for both the middle and high school boundaries.

### White card—Items/Topics Not on the Agenda:

- *Beverly Guido*, San Bernardino County, Children's Network, provided information on *The Lisa Project*, a multi-sensory exhibit regarding child abuse prevention.
- *Victor Jimenez*, CJUSD employee shared information for fingerprinting services for community members.

## 7.0 ACTION SESSION

A. On motion of Board Member Ibarra and Board Member Kowalski, and carried on a 7-0 vote, the Board approved Consent Items A-1 through A-11, as presented.

- #457.1 A-1 Approved Minutes for the November 16<sup>th</sup> and 17<sup>th</sup> Board Meetings
- #457.2 A-2 Approved Student Field Trips (**Exhibit B**)
- #457.3 A-3 Approved Consultant for Assembly Presentations (**Exhibit C**)
- #457.4 A-4 Approved Consultants for Staff Development (**Exhibit D**)
- #457.5 A-5 Approved Bloomington High School 2012 Winter Formal (January 21, 2012)
- #457.6 A-6 Approved the Memorandum of Understanding and Partnership with Rio Hondo Education Consortium d.b.a. Learning, Enrichment, Academic Resources Network (LEARN) at Grand Terrace High and Slover Mountain High Schools (July 1, 2012-June 30, 2017)
- #457.7 A-7 Adopted Resolution No. 12-24, *Approval of Request for Emergency Closure for State Preschool, Submitted to the California Department of Education, Child Development Division*, for Reimbursement of Funds for Days of Operation or Days of Attendance Due to the Emergency Closure of San Salvador State Preschool (October 18, 2011)
- #457.8 A-8 Approved Affiliation Agreement Between the Colton Joint Unified School District and Loma Linda School of Dentistry to Provide Services to Reche Canyon Elementary Students (2011-2012)
- #457.9 A-9 Acceptance of Gifts (**Exhibit E**)
- #457.10 A-10 Approval of Reimbursement for Damage to Employee Vehicle in Accordance with Board Policy 4256.3
- #457.11 A-11 Approval of Parent and/or Booster Clubs and Organizations (2011-12)

**B. Action Items**

**#458** On motion of Board Member Cenicerros and Board Member Kowalski, and carried on a 7-0 vote, the Board approved Action Items B-1 through B-4, B-6, B-7, B-9 and B-10 as presented.

- #458.1 B-1 Approval of Personnel Employment (**Exhibit F**)
- #458.2 B-2 Approval of Contract with Sunesys to Provide High Speed Fiber Optic Wide Area Network for Joe Baca Middle School and Grand Terrace High School (2012-2017)
- #458.3 B-3 Approved Purchase Orders
- #458.4 B-4 Awarded Bid 12-02: Roofing Project at Three District Sites
- #458.6 B-6 Approved Reimbursement for Loss, Personal Property Used for Instructional Purposes (San Salvador – Employee #329)
- #458.7 B-7 Adopted Resolution No. 12-22 for Revised 2010-11 Actual Gann Limit and Projected 2011-12 Gann Limit
- #458.9 B-9 Approved 2011-12 First Interim Financial Report With A Qualified Certification and Resolution No. 12-23 to Implement On-going Budget Reductions in 2012-13
- #458.8 B-10 Adopted Resolution No. 12-20: Six Month Joint Use Agreement for Facility Use Between the Colton JUSD and the City of Grand Terrace for Child Care Services at Terrace View Elementary School

**#459** On motion of Board Member Kowalski and Board Member Haro, and carried on a 7-0 vote, the Board approved Action Items B-5 and B-8 as presented.

- #459.1 B-5 Awarded Contracts Without Bids (Lightning Damage at Bloomington High School)
- #459.2 B-8 Adopted Resolution No. 12-21 of the Colton Joint Unified School District Governing Board Authorizing the Borrowing of Funds for Fiscal Year 2011-12 and the Issuance and Sale of One or More Series of 2011-12 Tax and Revenue Anticipation Notes Thereafter and Participation in the California School Cash Reserve Program and Requesting the Board of Supervisors of the County to Issue and Sell Said Series of Notes

**#460** On motion of Board Member Cenicerros and Board Member Kowalski, and carried on a 7-0 vote, the Board approved Action Item B-10 Draft Plan A.

- #460.1 B-11 Approved Revised Middle School Student Attendance Boundaries

**#461** On motion of Board Member Kowalski and Board Member Morales, and carried on a 7-0 vote, the Board approved Action Items Draft Plan A.

- #461.1 B-12 Approved Revised High School Student Attendance

**C. Action Items – Board Policy ~ None**

**D. Action Items – Resolutions ~ None**

**8.0 ADMINISTRATIVE REPORTS**

**AR-8.1 Approved Disbursements**

**AR-8.2 Facilities Update (Exhibit G)**

Director Darryl Taylor, Facilities Planning and Construction provided a facilities program update which included information on several small projects throughout the district, as well as, a brief update on the status of Grand Terrace High School, Joe Baca Middle School and Colton High School's math and science building.

**AR-8.3 ACE Representative**

ACE President Karen Houck announced that ACE members will have the opportunity to ratify their contract over the weekend; the results of the vote will be made official on Monday.

**AR-8.4 CSEA Representative**

CSEA President Nick Ramirez stated that CSEA will postpone their sunshine presentation until after the upcoming election. He thanked executive cabinet and the board for their support and teamwork during his presidency.

**AR-8.5 MAC Representative**

MAC President Mike Williford announced that tickets are available for the March 2<sup>nd</sup> Ontario Reign hockey game. All proceeds will benefit the APPLE Scholarship Foundation.

**AR-8.6 ROP Update ~ No Update**

**9.0 SUPERINTENDENT'S COMMUNICATION**

Superintendent Almendarez thanked the Serrano Nursery for providing more than 100 plants and trees to Alice Birney Elementary School and M&O employees, Raymond Enriquez, Kenneth Matcham and Gerald Gaitan for their assistance in seeing this project through to fruition. He announced upcoming winter concerts and performances that are taking place during the holiday season. Mr. Almendarez also congratulated Colton Middle School parents on their completion of the Parent Institute program.

To view the Communiqué please visit the CJUSD website at [www.colton.k12.ca.us](http://www.colton.k12.ca.us)



**10.0 BOARD MEMBER COMMENTS**

**Board Member Tabera** thanked Board Member Haro for serving as the 2011 board president and wished Board Member Armenta well in his presidency. Additionally, he thanked CSEA President Nick Ramirez for his leadership and service. Mr. Tabera also spoke of his recent tours to Bloomington, Colton and Grand Terrace High Schools.

**Board Member Cenicerros** thanked the district and ACE negotiating teams for working together and reaching an agreement.

**Board Member Morales** expressed her appreciation for Board Member Haro’s leadership through 2011 and congratulated Board Member Armenta on his new term as president.

**Board Member Ibarra** commented on the board’s ability to work together to represent the students of the district. He also thanked Board Member Haro for her leadership and wished the audience happy holidays.

**Board Member Haro** thanked district nurses for ensuring the district met Tdap compliance. Mrs. Haro also commented on several site events and thanked ACE members for voting to ratify their contract. She also thanked the board for their support during her year as president.

**Board Member Kowalski** recognized Grand Terrace City Councilmember Darcy McNaboe. He thanked Board Member Haro for her leadership through 2011 and congratulated Board Member Armenta on his new position of board president. Lastly, Mr. Kowalski wished all staff and members of the audience happy holidays.

**Board Member Armenta ~ No comment**

**11.0 CLOSED SESSION** Following action items: Board Room, Student Services Center, 851 So. Mt. Vernon Ave., Colton, CA (Government Code 54950 et seq.)

At 6:55p.m., Board President Armenta announced that the board would recess to closed session to discuss the following items on the closed session agenda:

- 11.1 • Student Discipline, Revocation and Re-entry
- 11.2 • Personnel
- 11.3 • Conference with Legal Counsel—Anticipated Litigation
- 11.4 • Conference with Legal Counsel—Existing Litigation
- 11.5 • Conference with Real Property Negotiator

**12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION**

The Board meeting reconvened at 7:41 p.m. Board President Haro reported on action taken in closed session.

**#462 12.1 Student Discipline, Revocation, and Re-entry**

#462.1 On motion of Board Member Haro and Board Member Tabera and carried on a 7-0 vote, the board approved staff’s recommendation for student discipline items #1-4 as presented.

- 1. 125334                      3. 134211
- 2. 114399                      4. 135933

**12.2 Personnel ~ The Board met in Closed Session and have completed the 2010-11 Evaluation of the Superintendent**

- ♦ Public Employee: Discipline/Dismissal/Employment/Release/Assignment/Reassignment (Gov. Code 54957)
- ♦ Public Employee: Performance Evaluation: Title: Superintendent

**12.3 Conference with Legal Counsel—Anticipated Litigation ~ No Report**

Significant exposure to litigation pursuant to Government Code Section 54956.9(b)  
Potential Case: *None*

**12.4 Conference with Legal Counsel—Existing Litigation ~ No Report**

Pursuant to Government Code Section 54956.9(a)  
Case Number: *None*

**12.5 Conference with Labor Negotiator ~ No Report**

Agency:  
Ingrid Munsterman, Assistant Superintendent, Human Resources Division

Employee Organizations:  
Association of Colton Educators (ACE)  
California School Employees’ Assoc. (CSEA)  
Management Association of Colton (MAC)

**12.6 Conference with Real Property Negotiator (Gov. Code 54956.8) ~ No Report**

Property: *None*  
District Negotiators: Jerry Almandarez, Jaime R. Ayala, Darryl Taylor,  
Counsel, Best, Best & Krieger

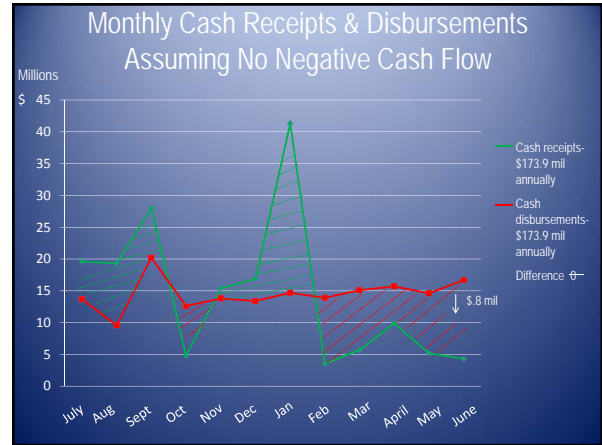
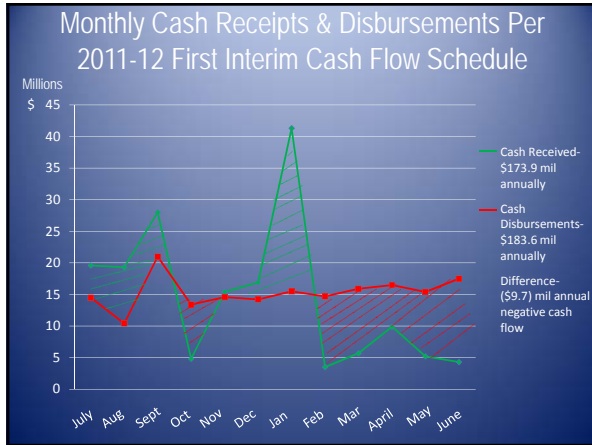
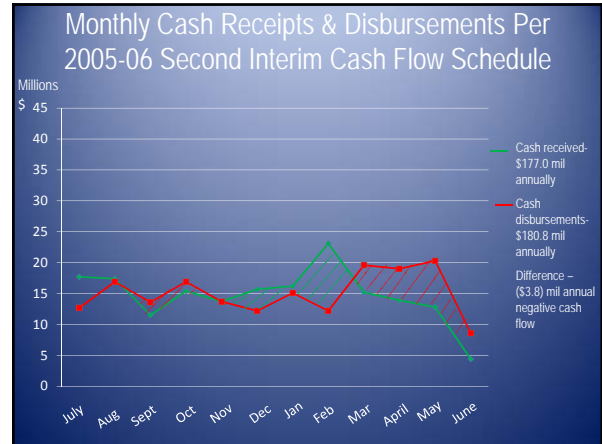
**13.0 ADJOURNMENT**

At 7:42 p.m., the meeting was adjourned until the Special Board of Education Meeting on Thursday, January 19, 2012, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

# EXHIBIT A: Budget Update

## CJUSD Budget Update

Presented by:  
Jaime R. Ayala  
Assistant Superintendent  
Business Services Division  
December 8, 2011



## Conclusions

- Deficit spending plus State revenue deferrals are causing negative cash flow and forcing us to borrow increasing amounts.
- Eliminating deficit spending will stabilize the drain on cash.
- If State revenue deferrals continue, we will still need to borrow. However, the amounts borrowed will be much more manageable and stable.

**EXHIBIT B, FIELD TRIPS:**

<u>Site</u>	<u>Date</u>	<u>Depart</u>	<u>Return</u>	<u>Destination</u>	<u>Activity/Background</u>	<u>Grade</u>	<u>Teacher</u>	<u>Cost</u>	<u>Funding</u>	<u>Strategic Plan*</u>
District-wide	4/30/12 to 5/1/12 (M/T)	6 am	10 pm	California Science Center Los Angeles, CA (Parents providing transportation)	<i>California Science Fair</i> Students will compete in science and engineering events.	6-12	Daniel Morse (6) + 5 parent chaperones	\$2,243.81	Discretionary	Strategy #1
Terrace View	5/21/12 to 5/22/12 (M/T)	3:45 pm	2:45 pm	Riley's Farm Oak Glen, CA (District transportation)	<i>The Revolutionary War Overnight Adventure</i> Students will take part in a living history exploration of the American Revolutionary War, cultural workshops and mock battle scenarios.	5	Dawn Plumb Denise Green Pat Butler Kelly Gordon (120) + 7 parent chaperones	\$16,200	ASB	Strategy #1

**EXHIBIT C, CONSULTANTS FOR ASSEMBLY PRESENTATION**

<u>Site</u>	<u>Date(s)</u>	<u>Time</u>	<u>Program/Purpose</u>	<u>Location</u>	<u>Consultant(s)</u>	<u>Cost</u>	<u>Funds</u>	<u>Strategic Plan*</u>
Grand Terrace	12/12/11	9:30 am to 10:15 am	<i>Anti-Bullying Presentation</i> Slover Mt. High School students will present strategies on anti-bullying and dealing with bullying.	Grand Terrace	Slover Mt. High School Colton, CA	No cost	No cost	Strategy #1
Cooley Ranch	2/1/12	8:30 am to 9:30 am	<i>All About Bugs</i> Third grade students will study the life-cycle of insects and their habitats. The activity will reinforce the 3 <sup>rd</sup> grade California Science Standards.	Cooley Ranch	San Bernardino County Museum Redlands, CA	\$131.66	Donations	Strategy #1
Cooley Ranch	2/7/12	8:30 am to 10:30 am	<i>StarLab Planetarium</i> Third grade students will study the galaxies, stars, planets and moons. The activity will reinforce the 3 <sup>rd</sup> grade California Science Standards.	Cooley Ranch	San Bernardino County Museum Redlands, CA	\$266.66	Donations	Strategy #1
Cooley Ranch	3/1/12	8:30 am to 11:30 am	<i>Journey into Serrano Culture</i> Third grade students will learn about the traditional Serrano culture and history. The activity will reinforce the California Social Science Standards.	Cooley Ranch	San Bernardino County Museum Redlands, CA	\$331.66	Donations	Strategy #1

<u>Site</u>	<u>Date(s)</u>	<u>Time</u>	<u>Program/Purpose</u>	<u>Location</u>	<u>Consultant(s)</u>	<u>Cost</u>	<u>Funds</u>	<u>Strategic Plan*</u>
Cooley Ranch	3/7/12	8:30 am to 9:30 am	<i>Sea Life</i> Third grade students will study ocean life, plants, animals and adaptations to the environment through hands on specimens. The activity will reinforce the California Science Standard.	Cooley Ranch	San Bernardino County Museum Redlands, CA	\$131.66	Donations	Strategy #1
Birney	3/15/12	8:45 am to 9:45 am	<i>The Mobile Dairy Classroom</i> K-2 students will learn about the anatomy of a cow, what a dairy cow eats & drinks and how milk gets from the cow to the milk containers in their homes. The activity will reinforce the California Science Standards.	Birney	The National Dairy Council of California Irvine, CA	No cost	No cost	Strategy #1

**EXHIBIT D, CONSULTANTS FOR STAFF DEVELOPMENT**

<u>Site</u>	<u>Date(s)</u>	<u>Time</u>	<u>Program/Purpose</u>	<u>Location</u>	<u>Consultant(s)</u>	<u>Cost</u>	<u>Funds</u>	<u>Strategic Plan*</u>
Grand Terrace	January 26, February 2, 9, 16, 23, March 1, 2012 (Six days)	9:20 am to 11:20 am	To provide English and Spanish speaking parents with strategies that will enable them to address the educational needs of their children.	Grand Terrace	Learning is MAGIC Glendale, CA	\$2,000	Title III	Strategy #2 #5

**EXHIBIT E, GIFTS**

<u>Site</u>	<u>Donor</u>	<u>Donation/Purpose</u>	<u>Amount</u>
CHS	Ohiopyle Prints, Inc.	Check #34379	\$40.06
Ruth O Harris	Coca-Cola Refreshments	Check #05851025	\$69.93
Terrace Hills	Lifetouch	Check #2329647 For awards & incentives for staff or students	\$264.00
Terrace View	Parents of Mrs. Motylewski's Kinder Class	Cash For classroom supplies	\$28.00
Terrace View	Parents of Mrs. Heusterberg's Kinder Class	Cash For classroom supplies	\$20.00

**EXHIBIT E, GIFTS**

<u>Site</u>	<u>Donor</u>	<u>Donation/Purpose</u>	<u>Amount</u>
Terrace View	Parents of Mrs. Rodriguez's & Mrs. Marquez's Kinder Classes	For admission to the pumpkin patch Cash - \$239.00 Check #1728-\$7.00 / Check #3214-\$7.00 Check #237-\$7.00 / Check #768-\$7.00 Check #2023-\$7.00 / Check #2284-\$7.00	\$281.00
Terrace View	Parents of Mrs. Gordon, Mr. Fletcher, Mrs. Hastings, & Mrs. Herrera's Sixth grade class	Medieval Times field trip transportation & admissions costs	\$2,700.00
Terrace View	Parents of Mrs. Motylewski & Mrs. Heusterberg's Kinder Class	Cash Admission & transportation for field trip to Live Oak Canyon Pumpkin Patch	\$40.00
Terrace View	Max Krause-Mrs. Gordon's 6 <sup>th</sup> grade class	Cash Medieval Times Field trip	\$30.00
Terrace View	James A. McGivern	Check #2570 Medieval Times Field trip	\$30.00

**EXHIBIT F, PERSONNEL:**

<u>I-A</u>	<u>Certificated – Regular Staff</u>	<u>Subject</u>	<u>Site</u>
1.	Gautschi, Robyn	Elementary Teacher (temp)	Smith
2.	Miller, Sarah	English Teacher (temp)	ROHMS
3.	Pereyra, Rena	Elementary Teacher (temp)	Rogers
4.	Schwab, Ariel	Elementary Teacher (temp)	Cooley Ranch
<u>I-B</u>	<u>Certificated – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>
1.	None		
<u>I-C</u>	<u>Certificated – Hourly</u>	<u>Position</u>	<u>Site</u>
	None		
<u>I-D</u>	<u>Certificated – Substitute Teacher</u>		
1.	Blair, Gary		
2.	Overmyer, Terry		
<u>II-A</u>	<u>Classified – Regular Staff</u>	<u>Position</u>	<u>Site</u>
1.	Bueno Lara, Patricia	Health Assistant	THMS
2.	Lee, Valerie R.	Nutrition Svcs. Wrkr. I	CHS
3.	Pena, Kristine M.	Nutrition Svcs. Wrkr. I	CHS
4.	Salazar, Ronda C.	Nutrition Svcs. Wrkr. I	BMS

<u>II-B</u>	<u>Classified – Activity/Coaching Assignments</u>	<u>Position</u>	<u>Site</u>			
1.	Chung, Dale A.	HD Frosh/Soph Basketball (walk-on)	BHS			
2.	Pacheco, Arturo	Band Assistant (walk-on/returning)	BHS			
<u>II-C</u>	<u>Classified – Classified Hourly</u>	<u>Position</u>				
1.	Alarcon, Linda	Sub Child Dev. Teacher	San Sal. (on call)			
2.	Avalos, Kristen A.	Sub Child Dev. Inst. Asst.	San Sal. (on call)			
3.	Conboy, Olivia B.	AVID Tutor	CHS			
4.	Gaitan-Alvarez, Ana K.	Sub Child Dev. Inst. Asst.	San Sal. (on call)			
5.	Jackson, Kena R.	Sub Child Dev. Inst. Asst.	San Sal. (on call)			
6.	Macias, Dolores	Sub Child Dev. Inst. Asst.	San Sal. (on call)			
7.	Navarro, Angela	Sub Child Dev. Inst. Asst.	San Sal. (on call)			
8.	Nunez, Stephanie I.	Sub Child Dev. Inst. Asst.	San Sal. (on call)			
9.	Parthemore, Jennifer A.	Sub Child Dev. Inst. Asst.	San Sal. (on call)			
10.	Ramirez, Patricia P.	Sub Child Dev. Inst. Asst.	San Sal. (on call)			
11.	Santellano, Daisy	Sub Child Dev. Inst. Asst.	San Sal. (on call)			
<u>II-D</u>	<u>Classified Substitute</u>	<u>Position</u>	<u>Site</u>			
1.	Rivera, Marcella	Sub Noon Aide	Sycamore Hills			
<b>RESIGNATIONS:</b>						
	<u>Certificated Employee</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Resignation Effective</u>	<u>Reason</u>
1.	None					
	<u>Classified Employee</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Resignation Effective</u>	<u>Reason</u>
1.	Laird, Roxanne	Project Office Asst.	BMS	11/08/2011	11/19/2011	

DRAFT

Approved: January 19, 2012

\_\_\_\_\_  
Patricia Haro, Clerk

\_\_\_\_\_  
Jerry Almandarez, Superintendent



# FACILITIES

## project update

DEC

2011

Measures B &amp; G



CONSTRUCTION

### SMALL PROJECTS

#48	MCKINLEY ES— FENCING	TOTAL BUDGET: \$336,000 CONSTRUCTION: DEC 2011
#46	LINCOLN ES PARKING & SHADE SHELTER	TOTAL BUDGET: \$228,000 CONSTRUCTION (parking): COMPLETED JUL 2011 CONSTRUCTION (shelter): APR 2012
#50	TERRACE VIEW ES—PARKING & SHELTER	TOTAL BUDGET: \$1,312,000 CONSTRUCTION (rear parking): COMPLETED DESIGN (shelter): Pending DSA approval
#49	WASHINGTON HS—SHADE SHELTER	TOTAL BUDGET: \$188,000 DESIGN: Pending DSA approval
#37	CHS—PEDESTRIAN BRIDGE REPAIRS	TOTAL BUDGET: \$75,000 CONSTRUCTION: DEC 2011

DESIGN, PRECONSTRUCTION

#40	JURUPA VISTA ES—DRAINAGE REMEDIATION	TOTAL BUDGET: \$65,000 CONSTRUCTION: DEC 2011
#36	CRESTMORE ES—WATER REMEDIATION	TOTAL BUDGET: \$57,000 DESIGN: COMPLETED NOV 2011
#42	TERRACE VIEW ES—FIRE ALARM/INTERCOM	TOTAL BUDGET: \$492,000 DESIGN: IN PROGRESS
#43	LEWIS ES—FIRE ALARM/INTERCOM	TOTAL BUDGET: \$458,000 DESIGN: TBD
#44	ZIMMERMAN ES—FIRE ALARM/INTERCOM	TOTAL BUDGET: \$1,500,000 DESIGN: IN PROGRESS
#45	WASHINGTON HS—FIRE ALARM/INTERCOM	TOTAL BUDGET: \$425,000 DESIGN: TBD

COMPLETED

#47	BIRNEY ES- BUS DROP-OFF AND PARKING	TOTAL BUDGET: \$333,000 COMPLETED: AUG 2011
#38	BMS—BUILDING N CLASSROOM EGRESS	TOTAL BUDGET: \$66,000 COMPLETED: APR 2011
#39	D'ARCY ES- SITE ACCESS AND SECURITY	TOTAL BUDGET: \$59,000 COMPLETED: APR 2011
#35	FIRE ALARM & COMMUNICATIONS UP- GRADES (WILSON, JURUPA VISTA, RECHE CANYON, BMS)	TOTAL BUDGET: \$2.2 million COMPLETED: FEB 2011
#41	LEWIS ES—BASKETBALL COURTS ADDITION	TOTAL BUDGET: \$58,000 COMPLETED: DEC 2010

www.bondprojects.cjUSD.net



# FACILITIES

## project update

DEC  
2011



### CONSTRUCTION—NEW SCHOOLS AND NEW CLASSROOMS PROJECTS

PROJECT #11



GRAND TERRACE HIGH SCHOOL

TOTAL BUDGET: \$121 MILLION  
CONSTRUCTION: 87% COMPLETE (+3%)

PROJECT #11A



GRAND TERRACE HS

(STADIUM, POOL, STUDENT SERVICES BLDG)

TOTAL BUDGET: \$30 MILLION  
CONSTRUCTION: 51% COMPLETE

PROJECT #27



JOE BACA MIDDLE SCHOOL

TOTAL BUDGET: \$49.1 MILLION  
CONSTRUCTION: 65% COMPLETE (+11%)

PROJECT #1F



COLTON HS MATH & SCIENCE BLDG

TOTAL BUDGET: \$18.6 MILLION  
CONSTRUCTION: 42% COMPLETE (+5%)

Facilities Update - construction 120811



# Colton Joint Unified School District

Student Services Center, Board Room, 851 South Mt. Vernon Ave., Colton, CA 92324



## Minutes December 15, 2011

The Board of Education of the Colton Joint Unified School District met for a Regular Meeting on Thursday, December 15, 2011 at 6:00 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

### Trustees Present

Mr. Robert D. Armenta Jr., *President*  
Mr. Roger Kowalski, *Vice President*  
Mrs. Patt Haro, *Clerk*  
Mr. Randall Cenicerros  
Mr. Frank A. Ibarra (absent)  
Mrs. Laura Morales (absent)  
Mr. Pilar Tabera

### Staff Members Present (\*excused)

Mr. Jerry Almendarez	Mrs. Jennifer Jaime
Mr. Jaime R. Ayala	Mrs. Janet Nickell
Mrs. Ingrid Munsterman	Ms. Katie Orloff
Mr. Mike Snellings	Ms. Jennifer Rodriguez
Mrs. Bertha Arreguín	Ms. Sosan Schaller
Mr. Todd Beal	Mr. Darryl Taylor
Mr. Brian Butler *	Mr. Robert Verdi *

### **Strategic Plan -- Mission Statement**

The Mission of the Colton Joint Unified School District, a team of caring employees dedicated to the education of children, is to ensure each student learns the academic knowledge and skills necessary to thrive in college or in the workforce and be responsible, productive citizens by providing engaging, challenging, and enriching opportunities and specialized programs in a safe environment in partnership with students, families and our diverse communities

### **1.0 OPENING Call to Order/Renewal of the Pledge of Allegiance**

Board Vice President Armenta called the meeting to order at 6:00 p.m. ACE President Karen Houck led in the renewal of the Pledge of Allegiance.

### **2.0 SPECIAL PRESENTATIONS ~None~**

### **3.0 SCHOOL SHOWCASE ~None~**

### **4.0 ADMINISTRATIVE PRESENTATIONS ~None~**

#### **4.1 Budget Update -**

Assistant Superintendent Ayala, Business Services Division spoke briefly on the impact of the settlement with the Association of Colton Educators and thanked their member for voting to ratify their contract. Mr. Ayala also commented on the possibility of mid-year cuts and the affect it will have on the District's multi-year projections. In closing, he provided an update on the status of the TRAN and announced he will share the details of the Governor's Budget Workshop at the January 19th board meeting.

### **5.0 PUBLIC HEARING ~ None**

## **6.0 PUBLIC COMMENT**

### **6.1 Blue card—Specific Consent, Action, Study & Information or Closed Session Item**

- None

#### **White card—Items/Topics Not on the Agenda:**

- *Paul Rasso*, CSEA President Elect, expressed his positive outlook on the coming year.

## **7.0 ACTION SESSION**

**A. #463** On motion of Board Member Kowalski and Board Member Cenicerros, and carried on a 5-0-2 (Board Members Ibarra and Morales were absent) vote, the Board approved Consent Items A-1 through A-2, as presented.

#457.1 A-1 Approved Update to the Houghton Mifflin English/Language Arts Program - Medallion ed. (including Write Source 2012/Special Promotion Offer) 2011-2012

#457.2 A-2 Approved Correction to the Minutes for the November 17th Board Meeting

### **B. Action Items**

**#464** On motion of Board Member Cenicerros and Board Member Haro, and carried on a 5-0-2 (Board Members Ibarra and Morales were absent) vote, the Board approved Action Items B-1 through B-3 as presented.

#464.1 B-1 Approved Conference Attendance

#464.2 B-2 Approved Authorization Assigning Secondary Teachers to Teach Subject(s) Not Listed on Teaching Credentials Under Board Resolution During the 2011-12 School Year

#464.3 B-3 Ratified Tentative Agreement Between the District and the Association of Colton Educators (ACE) 2011-13

**C. Action Items – Board Policy ~ None**

**D. Action Items – Resolutions ~ None**

## **8.0 ADMINISTRATIVE REPORTS**

### **9.0 SUPERINTENDENT'S COMMUNICATION**

Superintendent Almendarez thanked the Association of Colton Educators for their cooperation during the negotiation process and expressed the district's anticipation to continue working together.

### **10.0 BOARD MEMBER COMMENTS**

**Board Member Cenicerros** congratulated CSEA President Elect Paul Rasso on his election. He also announced that several Bloomington and Colton High School students will be participating in the 2012 Rose Parade with the Riverside Community College marching band.

**Board Member Haro** – *No comment*

**Board Member Tabera** – *No Comment*

**Board Member Kowalski** – *No Comment*

**Board Member Armenta** – *No Comment*

### **11.0 CLOSED SESSION**

Following action items: Board Room, Student Services Center, 851 So. Mt. Vernon Ave., Colton, CA (Government Code 54950 et seq.)

At 6:09 p.m., Board President Armenta announced that the board would recess to closed session to discuss the following items on the closed session agenda:

- 11.1
- Conference with Legal Counsel—Anticipated Litigation

### **12.0 PUBLIC SESSION – ACTION REPORTED FROM CLOSED SESSION**

The Board meeting reconvened at 6:33 p.m. Board President Armenta reported that no action was taken in closed session.

- 12.1 **Conference with Legal Counsel—Anticipated Litigation ~ No Report**

Significant exposure to litigation pursuant to Government Code Section 54956.9(b)  
Potential Case: *One*

### **14.1 ADJOURNMENT**

At 6:34 p.m., the meeting was adjourned until the Special Board of Education Meeting on Thursday, January 19, 2012, at the Colton JUSD Student Services Center, 851 South Mt. Vernon Avenue, Colton, California.

Date Approved: January 19, 2012

**BOARD AGENDA**

**REGULAR MEETING  
January 19, 2012**

**CONSENT ITEM**

**TO:** Board of Education

**PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division

**SUBJECT:** Approval of Student Field Trips

**GOAL:** Improved Student Performance

**STRATEGIC PLAN:** Strategy #1 – Communication

**BACKGROUND:** See attached grid.

**BUDGET  
IMPLICATIONS:** General Fund Expenditure: \$55,540

**RECOMMENDATION:** That the Board approve the student field trips as listed and expend the appropriate funds.

**FIELD TRIPS: Regular Meeting January 19, 2012**

<u>Site</u>	<u>Date</u>	<u>Depart</u>	<u>Return</u>	<u>Destination</u>	<u>Activity/Background</u>	<u>Grade</u>	<u>Teacher</u>	<u>Cost</u>	<u>Funding</u>	<u>Strategic Plan*</u>
Zimmerman	2/7/12 to 2/10/12 (T/W/Th/F)	9:30 am	11:30 am	Outdoor Science School-Cedar Crest Running Springs, CA (District transportation)	<i>Sixth Grade Science Camp</i> Students will participate in the curriculum-based Outdoor Science School to experience hands-on natural environment education.	6	Lucy Lane Amber Johnston (50) + Camp chaperones	\$17,640	PTA \$17,000 Donations \$640.00	Strategy #1
CHS	3/26/12 to 3/29/12 (M/T/W/Th)	7 am	10 pm	UCLA CSU Channel Islands, CSU Monterey Bay, St. Mary's, Chico State, San Francisco State, CSU Stanislaus, UC Merced (District transportation)	<i>AVID College Tour</i> To acquaint AVID Juniors with a variety of public and private colleges	11	Peter Goldkorn Terry Urban Gloria Ramirez-Holderman Sally Lopez (45)	\$12,650	ASB	Strategy #1
Terrace View	4/3/12 to 4/6/12 (T/W/Th/F)	9 am	12 noon	Arrowhead Ranch Outdoor Science Camp Lake Arrowhead, CA (District transportation)	<i>Sixth Grade Science Camp</i> Students will participate in the curriculum-based Outdoor Science School to experience hands-on natural environment education.	6	Holli Herrera Rebecca Hastings Kelly Gordon Tom Fletcher (100) + Camp chaperones	\$22,000	ASB	Strategy #1
Terrace View	5/23/12 to 5/24/12 (W/Th)	8:30 am	10 am	Dana Point Harbor Dana Point, CA (District transportation)	<i>Before the Mast-Pilgrim</i> Students will participate in a hands-on living history experience.	4	Liese Harris (30) + 4	\$3,250	ASB	Strategy #1

\*

Strategy #1: We will establish an effective internal and external communications system to keep all partners informed about our mission, objectives, strategies, policies, successes, and strengths.

**BOARD AGENDA**

**REGULAR MEETING  
January 19, 2012**

**CONSENT ITEM**

**TO:** Board of Education

**PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division

**SUBJECT:** Approval of Consultants for Assembly Presentations

**GOAL:** Improved Student Performance

**STRATEGIC PLAN:** Strategy #1 – Communication

**BACKGROUND:** See attached grid.

**BUDGET  
IMPLICATIONS:** General Fund Expenditure: \$2,333.32

**RECOMMENDATION:** That the Board approve the consultant for assembly presentations as listed and expend the appropriate funds.

**ASSEMBLIES/PROGRAMS: Regular Meeting January 19, 2012**

Site	Date	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Grand Terrace	1/27/12	9:30 am to 10:30 am	<i>Around the World</i> GATE students in grades 4-6 will experience an educational program in visual and performing arts through a variety of dance presentations from around the world.	Grand Terrace	Denise Donovan Dance Department Riverside City College Riverside, CA	No cost	No cost	Strategy #1
Crestmore	2/16/12	8 am to 8:45 am	<i>The Mobile Dairy Classroom</i> K-2 students will learn about the anatomy of a cow, what a dairy cow eats & drinks and how milk gets from the cow to the milk containers in their homes. The activity will reinforce the California Science Standards.	Crestmore	Dairy Council of California Irvine, CA	No cost	No cost	Strategy #1
Crestmore	5/15/12	6 pm to 7 pm	<i>Traveling Scientist/Amazing Animals</i> K-6 students and parents will learn about the unique characteristics and behaviors of mammals, reptiles, birds.	Crestmore	Orange County Department of Education/Inside the Outdoors Costa Mesa, CA	\$435.00	Title I	Strategy #1
Crestmore	5/24/12	8 am to 12 pm	<i>Journey into the Serrano Culture</i> Third grade students will learn about the traditional Serrano culture and history. The activity will reinforce the California Social Science Standards.	Crestmore	San Bernardino County Museum Redlands, CA	\$538.32	SLI	Strategy #1
Crestmore	5/30/12	7:45 am to 9:45 am	<i>The Imagination Machine</i> K-6 students will learn techniques for creative writing, developing characters, and plot lines. Students will then be inspired when they see their stories come to life being performed by actors.	Crestmore	The Imagination Machine Orange, CA	\$1,360	Title I	Strategy #1

\*Strategy #1: We will establish an effective internal and external communications system to keep all partners informed about our mission, objectives, strategies, policies, successes, and strengths.

**BOARD AGENDA**

**REGULAR MEETING  
January 19, 2012**

**CONSENT ITEM**

**TO:** Board of Education

**PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division

**SUBJECT:** Approval of Consultants for Staff Development

**GOAL:** Improved Student Performance

**STRATEGIC PLAN:** Strategy #1 – Communication

**BACKGROUND:** See attached grid.

**BUDGET  
IMPLICATIONS:** General fund expenditure: \$11,250

**RECOMMENDATION:** That the Board approve the consultants for staff development as listed and expend the appropriate funds.

**CONSULTANTS: Regular Meeting: January 19, 2012**

Site	Date(s)	Time	Program/Purpose	Location	Consultant(s)	Cost	Funds	Strategic Plan*
Language Support Services	February 2 through May 30, 2012 (16 Wednesdays)	8:30 am to 11 am	<i>Project INSPIRE</i> Project INSPIRE provides training and resources to assist parents, educators, and service providers as they build partnerships to help children prepare for and succeed in school.	CJUSD Board Room	San Bernardino County Superintendent of Schools San Bernardino, CA	\$5,250	Title III	Strategy #2 #5
McKinley	2/28, 3/1, 3/5, 3/12, and 4/15 (no cost) 2012	7:25 am to 2:40 pm	<i>Staff Development</i> Training will focus on direct instruction of the writing application standards at the Kindergarten level.	McKinley	Get Ahead Writing Christina Supe Fullerton, CA	\$6,000	Title I	Strategy #2 #5



# Colton Joint Unified School District



## Consultant Request Proposal

School: Language Support Services  
Board Approval Date: January 19, 2012  
Name of Consultant: San Bernardino County Superintendent of Schools  
Billing Address: 601 North E Street, San Bernardino, CA 92410-2093  
Contact Number: Marissa Lazo-Necco (909) 386-2696  
Email address: Marissa.Lazo-Necco@sbcss.k12.ca.us

### Consultant Qualifications and Background:

#### List Districts serviced and accompanying API Scores for 3 years:

	<u>2008-09:</u>	<u>2009-10:</u>	<u>2010-11:</u>
Colton Joint Unified:	701	711	725
1. Baldwin Park:	705	736	751
2. Miramonte Elementary (LA Unified)	688	702	700
3. Suva Elementary (Montebello Unified)	748	759	756

**Purpose:** Project INSPIRE (Innovation that Nurtures Student Success and Parent Involvement to Reach Excellence) provides training and resources to assist parents, educators, and service providers as they build partnerships to help children prepare for and succeed in school. When parents are involved in their children's education, those students are more likely to: attend school regularly; pass their classes and move on to the next grade level; earn higher grades and test scores; have better social skills and graduate from high school and go on to postsecondary education.

**Needs:** Parent involvement is critical to closing the achievement gap. These workshops will assist parents to communicate effectively with teachers, principals, counselors, administrators, and other school personnel; to become active participants in the development of school policies, planning, and improvement; to support their children's education at home and in the community and to participate in state and local decision making.

**Strategies:** To hold a series of workshops with topics to include: Personal and Academic SMART Goal Setting; Family-School Communication; Technology; Understanding the US Education System; Parents Rights and Responsibilities; Academic Programs (EL, AVID, GATE, STEM, and After School Programs); English Learners and Long Term English Learners; Understanding School Accountability Systems; What are the Common Core and Performance Standards; Role of Parent Committees and Transitional Kindergarten.

**Evaluation and Monitoring:** Evaluate program and parent participation.

**Budget:** Title III funds will be used.

# Colton Joint Unified School District



## Consultant Request Proposal

**School:** McKinley Elementary School  
**Board Approval Date:** January 19, 2012  
**Name of Consultant:** Christina Supe  
**Billing Address:** 601 E. Chapman Avenue, Fullerton, CA 92831  
**Contact Number:** 714-478-2038  
**Email address:** youcangetahead@aol.com

### Consultant Qualifications and Background:

Christina Supe is the creator of the patent-pending and research-based method of writing instruction and professional development called Get Ahead Writing. Get Ahead Writing utilizes a professional development structure which includes theory, demonstration, coaching, feedback, and on-going practice.

List Districts serviced and accompanying API Scores for 3 years:

	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Colton Joint Unified:	701	711	725
San Bernardino Unified School District	659	687	699
Lennox Unified School District	667	771	839

### Purpose:

To work in collaboration with the McKinley school staff and create a systemic approach in student writing instruction.

### Needs:

McKinley is a Title I school with a student population of 77% socio-economically disadvantaged of which 73% qualifies for free and reduced lunch, and 30% are English learners. The research of the impact of writing on student achievement in similarly demographic schools shows that an emphasis in non-fiction writing will result in student achievement.

### Strategies:

Get Ahead Writing provides teachers with essential theory and research of the method, in-class demonstrations (differentiated for each group of students), coaching with feedback, on-going opportunities for teacher/consultant interaction and feedback, and practice.

### Evaluation and Monitoring:

The students' learning experience will be assessed through standards-based writing assessments. ELA percentages will be analyzed to ensure that the method is indeed delivering the intended results in both school-wide performance and the statistically significant subgroups.

Budget: \$6,000 – Title I funds

## BOARD AGENDA

REGULAR MEETING  
January 19, 2012

ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** **Approval of Waiver of California High School Exit Exam (CAHSEE) Requirement for Students with Disabilities Who Have Taken the Exam with Modifications and Received the Equivalent of a Passing Score (2011-12)**
- GOAL:** Improve Student Performance
- STRATEGIC PLAN:** Strategies #2 – Curriculum
- BACKGROUND:** California Education Code 60851c requires a waiver from the Board of Education for each student with a disability who has taken the CAHSEE with modifications (resulting in an invalid score), who actually has obtained a passing score on one or both sections of the exam. In order for the Board to grant the waiver, the principal must certify that the pupil has 1) an IEP or 504 plan that requires modifications, 2) sufficient high school coursework completed or in progress in a high school curriculum sufficient to have attained the skills and knowledge otherwise needed to pass the CAHSEE, and 3) an individual score report showing that the pupil has received the equivalent of a passing score while using a modification.
- The students listed have submitted for waiver approval and have met the aforementioned criteria.
- Student ID 116217*  
*Student ID 135710*
- BUDGET**
- IMPLICATIONS:** No impact to the General Fund.
- RECOMMENDATION:** That the Board approve the waiver of California High School Exit Exam (CAHSEE) requirement for students with disabilities who have taken the exam with modifications and received the equivalent of a passing score. (2011-12)
- ACTION:** On motion of Board member \_\_\_\_\_ and \_\_\_\_\_, the Board approved the waiver of the California High School Exit Exam (CAHSEE) requirement for students with disabilities who have taken the exam with modifications and received the equivalent of a passing score, as presented. (2011-12)



**BOARD AGENDA**

**REGULAR MEETING  
January 19, 2012**

**CONSENT ITEM**

**TO:** Board of Education

**PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division

**SUBJECT:** Approval of the Federal Work-Study Program Off-Campus Agreement with the University of Redlands (2011-12)

**GOAL:** Improved Student Performance

**STRATEGIC PLAN:** Strategy #2 – Curriculum

**BACKGROUND:** University of Redlands has received a work-study grant from the U.S. Secretary of Education to promote the part-time employment of U of R students that will engender in students a sense of social responsibility and commitment to the community. Many AVID tutors working in our District are eligible for this program. The proposed agreement will allow AVID tutors from U of R to serve AVID students in the Colton Joint Unified School District while being funded primarily through the work-study grant.

**BUDGET IMPLICATIONS:** General Fund Net Savings: \$4,000 (Estimated)

**RECOMMENDATION:** That the Board approve the Federal Work-Study Program Off-Campus Agreement with the University of Redlands (2011-12).



OFF-CAMPUS WORK-STUDY PROGRAM

**LETTER OF AGREEMENT**

This Letter of Agreement (the "Agreement") covers an Off-Campus Employer's Participation in the University of Redlands Work-Study Program.

This Agreement forms the basis of understanding between the University of Redlands (hereinafter known as the "University") and the Employing Organization specified below (hereinafter known as the "Employer") in order to delineate the responsibilities and obligations of each party to this Agreement."

Name of Employer: \_\_\_\_\_

State Tax Number: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This Agreement becomes effective on the date executed by the University.

**ARTICLE I - GENERAL PROVISIONS**

- A. The University agrees:
1. To determine the Employer's eligibility to participate in the program.
  2. To review the Work-Study positions offered and determine whether they are appropriate for students.
  3. To screen and refer only eligible students to prospective employers.
  4. To provide the Employer and each applicant for a Work-Study position with adequate information to facilitate proper placement.
  5. To reimburse the Employer **60%** of a minimum Program wage of **\$8.75** per hour up to the limit of the student's financial aid work award (**gross earnings**) for work-study positions. The University will inform the Employer of each student's total financial aid work award at the beginning of each placement. The University will also monitor each student's gross earnings against their total financial aid work award, on a periodic basis, to ensure that they do not exceed their limit. The University will inform the Employer when any student's gross earnings are within 75% of their work award limit.
  6. To reimburse the Employer within 30 days of the date claim for reimbursement is received by the University.

7. To notify the Employer of any student who may become ineligible to participate in the Program.

The Employer agrees:

1. To comply with all Program requirements as stated in this agreement and the University of Redlands Off-campus program guidelines.
2. To utilize, to the extent the Employer is able, the services of qualified students referred by the University, who are eligible to participate in the Work-Study Program.
3. To submit a completed Employer Position Description Form, which details the following information:
  - a. The total number of positions available;
  - b. A job description, including the suggested rate of pay;
  - c. The skills required of the prospective Work-Study Employee;
  - d. Desired work schedule (days and hours per week).
4. To interview prospective work-study students, if desired, following the execution of this agreement.
5. That the Employer shall not discriminate among applicants on the basis of race, color, sex, religion, or national origin, or subject any applicant to any other discriminatory practices prohibited by state or federal law.
6. That the Employer shall assure that each Work-Study position meets the following conditions:
  - a. **The hours of employment shall not exceed a maximum of 12 hours per week while classes are in session.** Final exam periods and recognized school breaks are considered "No-Work" periods for students. *Note: Exceptions must be cleared with the University's Student Employment Office.*
  - b. To record and maintain and provide the University with an accurate accounting of hours worked and wages earned on Student Time Sheets and Compensation Forms provided by the University;
  - c. The total **gross** compensation received by each student participant shall not exceed the total amount authorized by the University. If the Employer permits a student to earn monies in excess of the amount for which the student is eligible, the Employer is not eligible for any reimbursement of any portion of the excess earnings;
  - d. The work performed by the students shall not displace employees or replace regular employees who are on strike; involve any partisan or nonpartisan political activity associated with a faction in an election for public or party office; benefit primarily members of a limited membership organization such as a credit union, a fraternal or religious order; involve work for an elected official as a political aide or work for an elected official; or involve the construction, operation, or maintenance of any part of a facility used, or to be used, for sectarian instruction of religious worship.
  - e. To provide the student with reasonable training and supervision to adequately perform the work. **In addition, the Employer agrees to educate student workers about on the job safety and proper reporting procedures.** The Employee shall notify the University of any injuries sustained by the student worker(s) during the course of their duties.
7. That the Employer for the purposes of this Agreement further agrees to:

- a. Complete the appropriate INS Form I-9 and W-4 Tax Forms for each student hired;
  - b. Pay directly to employed students their total earned compensation, less appropriate deductions;
  - c. Assume the cost of any employee benefits, including all payments due as an employee's contribution under the state Workers' Compensation laws, Federal Social Security laws, and other applicable laws;
  - d. Submit to the University's Student Employment Office all required payroll information on Student Time Sheets and Compensation Forms to claim reimbursement;
  - e. Claim reimbursement only for wages
    - i. paid to students certified as eligible by the University; and
    - ii. that do not represent hours of work in excess of the maximum number of hours subject to reimbursement under this Agreement; or for commission, bonuses, or other special compensation paid to the student; or for wages earned or paid but not reported to the University within 45 days; and
    - iii. For actual hours worked by the student. Work-Study Program compensation shall not include payment for vacation time, holiday pay, sick leave, union dues, jury duty, etc.
  - f. Make payroll records for students, paid under the Work-Study program, available to authorized University staff for audit purposes.
  - g. Provide a brief written evaluation, on a form provided by the University, of the performance of each student on an annual basis or upon termination of employment.
8. To notify the University of any change affecting the student's employment. The University should be notified if a student is not performing satisfactorily or if other adjustments are necessary to affect a better working relationship.
  9. The University of Redlands assumes no liability for students employed at any off-campus work-study location.

#### **ARTICLE II - TERMINATION**

- A. This Agreement shall be subject to the availability of University funds for the program and the employment needs of participating Employers.
- B. This Agreement may be amended upon mutual written consent of the Employer and the University.
- C. This Agreement may be terminated by either party if there is failure by the other party to comply with the provisions of this Agreement.
- D. This Agreement will remain in effect until terminated on 30 days written notice by either party.

#### **ARTICLE III – INDEMNIFICATION**

The Employer agrees to defend, indemnify and hold harmless the University, its officers, agents and employees, from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the employment of University student workers, but only in proportion to and the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Employer, its officers, agents or employees.

The University shall defend, indemnify, and hold harmless the Employer, its officers, agents, and



employees from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, agents, or employees.

**ARTICLE IV – INSURANCE**

The Employer agrees that its general liability insurance policy, which has been obtained at its sole cost and expense, will cover UNIVERSITY participating student workers while they perform their employment related duties on the Employer's premises, as outlined in this Agreement.

For more information or questions, contact the University's Director, Student Employment by calling (909) 748-8240 or writing. Correspondence should be sent to:

Student Employment Office  
University of Redlands  
1200 E. Colton Avenue  
P.O. Box 3080  
Redlands, CA 92373-0999

**PROVISIONS FOR SIGNATURES ON THE NEXT PAGE**

University of Redlands

For the Employer

\_\_\_\_\_  
By: Kathryn Wood  
Director, Student Employment

\_\_\_\_\_  
By: Employer Representative

\_\_\_\_\_  
Title (Please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**UNIVERSITY OF REDLANDS  
WORK-STUDY PROGRAM**

**ADDENDUM TO AGREEMENT COVERING OFF-CAMPUS EMPLOYER'S  
PARTICIPATION IN THE WORK-STUDY PROGRAM  
AUTHORIZING SIGNATURES CONFIRMATION FORM**

Please include employee information requested and signatures on all individuals who are authorized by your organization to directly supervise Work-Study Program student employees, those responsible for payroll functions related to the submission of reimbursements under the Work-Study Program, and all those who are authorized to sign time sheets for Program participants.

<b>Department/Position</b>	<b>Name (please print)</b>	<b>Signature</b>

## BOARD AGENDA

REGULAR MEETING  
January 19, 2012

### ACTION ITEM

- TO:** Board of Education
- PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division
- SUBJECT:** Approval to Submit Title III Year 2 Improvement Plan Addendum (IPA) and Assurance to the California Department of Education (2012-13)
- GOAL:** Improved Student Performance
- BACKGROUND:** The Title III Year 2 Plan outlines the District's strategy for improving the educational outcomes of its English learner students. A committee of teachers and administrators worked together to develop the plan which addresses systemic changes that will ensure all English learner students meet the three AMAO targets in the future. The plan provides direction for the fiscal, staff and technical resources to fully implement a solid instructional program for English learners.
- BUDGET IMPLICATIONS:** No impact to the General Fund.
- RECOMMENDATION:** That the Board approve to submit Title III Year 2 Improvement Plan Addendum (IPA) and Assurance to the California Department of Education 2012-13.
- ACTION:** On motion of Board member \_\_\_\_\_ and \_\_\_\_\_, the Board approved to submit the Title III Year 2 Action Improvement Plan Addendum (IPA) and Assurance to the California Department of Education 2012-13.

California Department of Education  
Local Educational Agency  
**TITLE III YEAR 2 AND YEAR 4 PLAN ASSURANCE**

Local Educational Agency (LEA) Plan Information:

Title III YEAR 2 (✓) XX Title III YEAR 4 (✓) \_\_\_\_\_

Name of LEA: Colton Joint Unified School District

County District Code: 36-67686

Address: 1212 Valencia Drive City: Colton Zip Code: 92324

Contact Person:

Any inquiries concerning this plan should be directed to the attention of:

Bertha Arreguin Director, Language Support Services  
Print Name Title

Phone: (909) 580-6551 Fax: (909) 554-1881 E-mail: Bertha\_Arreguin@cjusd.net

Signatures:

On behalf of LEAs, participants included in the preparation of this Plan:

\_\_\_\_\_  
Signature of Superintendent Jerry Almendarez 1/19/2011  
Printed Name of Superintendent Date

\_\_\_\_\_  
Signature of Board President Robert D. Armenta, Jr. 1/19/2011  
Printed Name of Board President Date

\_\_\_\_\_  
Signature of English Learner Bertha Arreguin 1/19/2011  
Coordinator/Director Printed Name of English Learner Date  
Coordinator/Director

Certification:

By submission of the local Title III Plan (in lieu of the original assurance page in hard copy), the LEA certifies that the plan original signed copies of the assurances are on file in the LEA. The certification reads:

**Certification:** I hereby certify that all of the applicable state and federal rules and regulations will be observed by this LEA and that to the best of my knowledge information contained in this Plan is correct and complete. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained onsite. I certify that we accept all general and program specific assurances for Titles I, II, and/or III as appropriate, except for those for which a waiver has been obtained. A copy of all waivers will remain on file. I certify that actual ink signatures for this LEA Action Plan are on file, including signatures of any required external providers, i.e., district assistance and intervention team and English Learner Coordinator/Director.

The LEA also agrees that the revised/finalized Title III Plan will be posted on our LEA website and will be found at the following URL: <http://www.colton.k12.ca.us>.

# Colton Joint Unified School District

## Title III Year 2 Improvement Plan Addendum-Goals

### Goal 2A: AMAO 1 -Annual Progress Learning English

By August 2012, the percentage of English learners learning English will increase from 54.3% to 56%, in order to move toward state defined growth expectations as measured by CELDT. Additionally, by August 2013, the percentage of English learners learning English will increase from 56% to 57.5% [Required per Elementary and Secondary Education Act, sections 3116(a) & (b) and 3122(a)(3)(A)(i)]

#### Strategies:

- Refine Explicit ELD Instruction
- Improve CELDT awareness among teachers/staff
- Train Special Ed staff in CELDT administration
- Focus on linguistics/academic needs of Special Ed/EL population
- Conduct "CELDT Chats" with target EL students

### Goal 2B: AMAO 2 - English Proficiency

By Sept 2012, the percentage of English learners in language instruction educational programs fewer than 5 years attaining English language proficiency will increase from 23% to 25%, in order to move toward state-defined expectations for meeting the CELDT criterion for English-language proficiency. Additionally, by Sept 2013 these students will increase from 25% to 28%. By Sept 2012, the percentage of English learners in language instruction educational programs 5 or more years attaining English language proficiency will increase from 40% to 45.1%, in order to move toward state-defined expectations for meeting the CELDT criterion for English-language proficiency. Additionally, by Sept 2014 these students will increase from 45.1% to 47.0%. [Required per Elementary and Secondary Education Act, sections 3116(a) & (b) and 3122(a)(3)(A)(ii)]

#### Strategies:

- Hire an EL Counselor for supplemental support
- Develop a new course to meet the needs of Long Term EL's
- Give priority to EL's & Special Ed students on the Master Schedule

### Goal 2C: AMAO 3 - AYP for EL Subgroup

By Sept 2012, the percentage of English learners attaining proficiency in reading/language arts will increase from 34.3% to 78% (40.2% SH), as measured by the CST, CMA, CAPA and/or CAHSEE, in order to move toward state-defined expectations for proficiency in Reading/Language Arts. • By Sept 2012, the LEA will meet the 95% participation rate for English learners assessed in Reading/Language Arts. By Sept 2012, the percentage of English learners attaining proficiency in Mathematics will increase from 42.6% to 78.2% (47.7% SH), as measured by the CST, CMA, CAPA and/or CAHSEE, in order to move toward state defined expectations for proficiency in Mathematics. By Sept 2012 the LEA will meet the 95% participation rate for English learners assessed in Mathematics. [Required per Elementary and Secondary Education Act, Sections 3116(a) & (b) and 3122(a)(3)(A)(iii)]

#### Strategies:

- Identify EL students who are Basic in RLA and Math and provide targeted instruction to move them up to Proficiency
- Create a systematic Response to Intervention & Instruction model for teachers at secondary level
- Create a clear enter & exit criteria for EL students in Reading Intervention Program
- Provide CAHSEE Support classes, tutoring and Saturday School

### Goal 2D: High Quality Professional Development

By Sept 2012 100% of Elementary teachers, Secondary English and Secondary Math teachers will receive professional development on research-based strategies to improve English learner attainment of English language proficiency and/or achievement in Reading/Language arts and/or Mathematics, as determined by the LEA needs assessment. By Sept 2012 100% of LEA administrators will receive professional development on research-based strategies to improve English learner attainment of English language proficiency and/or achievement in reading/language arts and/or mathematics, as determined by the LEA needs assessment.

#### Strategies:

- Provide teachers with on-going training and support on Explicit Direct Instruction
- Three District coaches, one counselor and one administrator will attend a 5-day institute provided by QTEL (Quality Teaching for English Learners)
- District coaches will create a calendar of on-going ELPD and activities for District coaches
- Support classroom teachers by offering co-planning/co-teaching lessons in the classroom

### **Goal 2E: Parent and Community Participation**

By Sept 2012 the LEA will improve and increase parent outreach strategies so that 80% of parents are active participants in the education of their children.

#### Strategies:

- Provide workshops for parents to build leadership skills and increase awareness of EL policies/procedures/programs
- EL Parents will be active participants in the Superintendent's Symposium
- Provide ESL classes for parents

### **Goal 2F: Parental Notification**

(Not identified as a need in Needs Assessment) By Sept,2012 the LEA will provide 100% of parents of ELs with the following information regarding their children, in a language parents can understand:

- Identification as EL
- Program placement options
- Program placement notification
- English language proficiency level, as determined by CELDT results and any local English Proficiency assessments used
- Academic achievement level
- Redesignation information
- At the high school level, graduation requirements and annual notification of their students' progress toward meeting those requirements. [Required per Elementary and Secondary Education Act, sections 3116(a) & (b) and 3302(a) through (c)]

### **Goal 2G: Services for Immigrant Students**

By Sept 2012, enhanced instructional opportunities will be provided to 100% of immigrant students and their families. [See Elementary and Secondary Education Act, sections 3116(a) & (b) and 3115(e)]

#### Strategies:

- EL Counselor will provide supplemental services for immigrant students and families
- Evaluate transcripts for immigrant students

### **Goal 3: Highly Qualified Teachers**

(Not identified as a need in the Needs Assessment) All students are taught by highly qualified teachers. There are no teachers in the District holding Provisional Intern Permits (PIPs) and Short Term Staff Permits (STSPs).

### **Goal 5A: Increase Graduation Rates**

By September 2012, the graduation rate will increase from 68.8% to 95%. By September 2012, the English learner graduation rate will increase from 47.3% to 95%.

#### Strategies:

- Implement credit recovery program

### **Goal 5B: Decrease Dropout Rates**

By Sept 2012, the dropout rate will decrease from 18.6% to 5%. By Sept 2012, the English learner dropout rate will decrease from 29.1% to 5%

#### Strategies:

- EL Counselor will provide extra support to EL students struggling with social, academic, personal, or acculturation issues that prevent them from achieving to their maximum ability.

### **Goal 5C: Increase Enrollment in AP Courses**

By Sept 2012, the percentage of students enrolled in AP courses will increase by 10%. By Sept 2012, the percentage of English learners enrolled in AP courses will increase from 1% to 10%.

#### Strategies:

Identify high achieving 8<sup>th</sup> grade EL students and recommend placement in 9<sup>th</sup> grad Honors or AP courses.

**BOARD AGENDA**

**REGULAR MEETING  
January 19, 2012**

**CONSENT ITEM**

**TO:** Board of Education

**PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division

**SUBJECT:** Acceptance of Gifts

**GOAL:** Community Relations

**STRATEGIC PLAN:** Strategy #6 – Character

**BACKGROUND:** The Board may accept gifts of money or property on behalf of the district in accordance with Board Policy #3290: Gifts, Grants and Bequests.

**RECOMMENDATION:** That the Board accept the gifts as listed on the attached matrix.

Site	Donor	Donation/Purpose	Amount
Alice Birney	Good Search	Check #142455 For field trips & incentives	\$7.72
Bloomington High	Robert Carl Bridges II	Check #138 For BHS Drama Program	\$500.00
Colton High	Target	Check #2323405	\$472.15
Colton Middle	ITT Technical Institute	17 Computer Stations (\$50 x 17)	\$850.00
Grand Terrace	Rodrigo Diaz Carrillo & Maria C. Diaz	Check #2781 For instructional materials	\$15.00
Grant	Wal-Mart Foundation	Check #1717298	\$250.00
Grimes	Ruth Grimes P.T.A.	Check #2547 For field trip transportation	\$720.00
Grimes	Ruth Grimes P.T.A.	Check #2548 For 3 <sup>rd</sup> grade bus transportation to Cal-Skate	\$560.00
Grimes	Edison International-Employee Contributions Campaign	Check #146431 For Alyssa Riddle	\$30.00
Grimes	Edison International-Edison Gifts	Check #163277 For Alyssa Riddle	\$30.00
McKinley	Rodrigo Diaz Carrillo & Maria C. Diaz	Check #2780	\$15.00
Ruth O Harris	Coca-Cola Refreshments	Check #05892700	\$53.71
Slover	Grand Terrace Elementary P.T.A.	Check #1490 For District vehicle use for Slover students to perform TADA (Teens Against Drugs & Alcohol)	\$75.00
Sycamore Hills	Shelley Z. Fox, CPA-A Professional Corporation	Check #4079	\$50.00
Terrace View	Kindergarten Parents of Mrs. Carillo's class	Admission and transportation to Live Oak Pumpkin patch	\$180.00
Terrace View	Kindergarten Parents of Mrs. Carillo's class	Field trip admission and transportation	\$20.00
Terrace View	Kindergarten Parents of Mrs. Motylewski's class	Admission and transportation to Live Oak Pumpkin patch	\$180.00
Terrace View	Kindergarten Parents of Mrs. Heusterberg's class	Admission and transportation to Live Oak Pumpkin patch	\$130.00
Terrace View	Parents of 6 <sup>th</sup> grade students	For Medieval Times field trip	\$60.00
Terrace View	Parents of 6 <sup>th</sup> grade students	For admission and transportation to Medieval Times	\$120.00
Terrace View	Christen A. Seymour & Suzanne M. Seymour	Check #2637 For Mrs. Bouer's third grade class	\$50.00
Terrace View	Edison International-Employee Contributions Campaign c/o Jacqueline Aguilar	Check # 146740 For Mrs. Greene's 5 <sup>th</sup> grade class-Alexis Aguilar	\$62.50
Terrace View	Edison International-Edison Gifts	Check #163388 For Mrs. Greene's 5 <sup>th</sup> grade class-Alexis Aguilar	\$62.50
Terrace View	Terrace View P.T.A.	Check #2879 For Box Top Fundraiser winners: Mr. Winter - \$75.00 Mrs. Thompson-\$75.00 Mrs. Marcano- \$45.00	\$195.00
Terrace View	Terrace View P.T.A.	Check #2874 For 6 <sup>th</sup> grade scholarships to cover the costs for Medieval Times field trip	\$150.00



Terrace View	BP Fabric of America Fund	Check #24780 For 6 <sup>th</sup> grade field trip to Medieval Times	\$300.00
Wilson	Wildcats P.T.A.	Check #1245 For 1 <sup>st</sup> grade field trip	\$650.00
Wilson	Wildcats P.T.A.	Check #1249 For 2 <sup>nd</sup> grade field trip	\$650.00
Wilson	Wildcats P.T.A.	Check #1250 For 3 <sup>rd</sup> grade field trip to Jensen Alvarado Ranch	\$650.00



**BOARD AGENDA**

**REGULAR MEETING  
January 19, 2012**

**ACTION ITEM**

**TO:** Board of Education  
**PRESENTED BY:** Ingrid Munsterman, Assistant Superintendent, Human Resources Division  
**SUBJECT:** Approval of Personnel Employment and Resignations  
**GOAL:** Human Resources Development  
**STRATEGIC PLAN:** Strategy #1 – Communication

**BACKGROUND:** Administrative Regulations AR 4112 and 4212 *Appointment and Conditions of Employment* states: *Upon recommendation of the Superintendent, the Governing Board shall approve the appointment of all certificated (AR 4112) and classified (AR 4212) employees.*

Listed below are the recommendations for personnel employment along with their respective positions and sites.

***Employment:***

**I-A Certificated – Regular Staff**

- |                       |                      |       |
|-----------------------|----------------------|-------|
| 1. Arriaza, Melissa   | Counselor, MS (50%)  | ROHMS |
| 2. McGuffee, Adrianna | Counselor, MS (temp) | CMS   |

**I-B Certificated – Activity/Coaching Assignments ~ None**

**I-C Certificated – Hourly ~ None**

**I-D Certificated – Substitute Teachers**

- |   |                            |                         |                        |
|---|----------------------------|-------------------------|------------------------|
| 1. Bermudez, Kelsey                               | 6. Huynh, Linda            | 11. McClellan, Brittany | 16. Silva, Andrea      |
| 2. Boswell, Michelle (laid off counselor/rehired) | 7. Jackson-Newton, Tenicia | 12. Mendoza, Bryan      | 17. Singleton, Felicia |
| 3. Canchola, Michelle                             | 8. Jimenez, Alicia         | 13. Naetzker, Stephen   | 18. Soltis, Erin       |
| 4. Eads, Amanda                                   | 9. Kaufold, Stacy          | 14. Rigot, Blaine       | 19. Waddis, Lakeisha   |
| 5. Gatson, Ellen                                  | 10. Limon, Angelica        | 15. Rivera, Daniel      | 20. Walker, Christine  |

**I-E Certificated Management ~ None**

**II-A Classified – Regular Staff**

- |                          |                         |           |
|--------------------------|-------------------------|-----------|
| 1. Clark, Robin F.       | Nutrition Svcs. Lead I  | Crestmore |
| 2. Guerrero, Alberto     | Special Ed. Inst. Asst. | Wilson    |
| 3. Hildebrand, Merrie N. | DIS Tutor               | PPS       |

**II-B Classified – Activity/Coaching Assignments**

- |                     |                     |     |
|---------------------|---------------------|-----|
| 1. Mai'lo, Chris S. | Head Football Coach | CHS |
|---------------------|---------------------|-----|

**II-C Classified – Hourly**

- |                         |                            |                    |
|-------------------------|----------------------------|--------------------|
| 1. Romero, Stephanie M. | Sub Child Dev. Inst. Asst. | San Sal. (on call) |
|-------------------------|----------------------------|--------------------|

**II-D Classified – Substitute**

- |                      |               |           |
|----------------------|---------------|-----------|
| 1. Corona, Martha    | Sub Noon Aide | Crestmore |
| 2. Enriquez, Krystal | Sub Noon Aide | Crestmore |
| 3. Muro, Randall     | Sub Noon Aide | Birney    |
| 4. Zuniga, Marta     | Sub Noon Aide | Crestmore |

***Resignations:***

<u>I Certificated</u>	<u>Position</u>	<u>Site</u>	<u>Employment Date</u>	<u>Effective Date</u>
1. Quinones, Jr., Benjamin	Elementary Teacher	Lincoln	7/1/05	12/13/11
2. Stevens, Michael	Social Science Teacher	CHS	10/20/11	12/17/11

**II Classified**

- |                    |                         |              |         |          |
|--------------------|-------------------------|--------------|---------|----------|
| 1. Felix, Veronica | Special Ed. Inst. Asst. | Terrace View | 10/3/11 | 01/21/12 |
|--------------------|-------------------------|--------------|---------|----------|

**RECOMMENDATION:** That the Board approve personnel employment and resignations as presented.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved the above recommendation as presented.



**BOARD AGENDA**

**REGULAR MEETING  
January 19, 2012**

**ACTION ITEM**

**TO:** **Board of Education**

**PRESENTED BY:** Ingrid Munsterman, Assistant Superintendent, Human Resources Division

**SUBJECT:** **Approval of Conference Attendance**

**GOAL:** Human Resources Development

**STRATEGIC PLAN:** Strategy #1 – Communication

*\*Ratification*

Brian Butler – <b>D.O./Ed. Svcs.</b> Director	<i>College Board – Superintendent Mtng.</i> January 6-7, 2012 Newport Beach, CA No Cost to the District
Darryl Taylor – <b>SSC/Facilities</b> Director	<i>CASH 33<sup>rd</sup> Annual Conference</i> February 19-22, 2012 Sacramento, CA Facilities funds: \$1,694.65

**BUDGET IMPLICATIONS:** General Fund Expenditure: \$1,694.65

**RECOMMENDATION:** That the Board approve conference attendance as presented.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved the above recommendation as presented.



**BOARD AGENDA**

**REGULAR MEETING  
January 19, 2012**

**ACTION ITEM**

**TO:** Board of Education

**PRESENTED BY:** Ingrid Munsterman, Assistant Superintendent, Human Resources Division

**SUBJECT:** **Approval of Amendment of the 2011-12 School Year Calendar: Single Track and Traditional, Adjusted for Furlough Days**

**GOAL:** Student Performance, Personnel Development, Facilities/Support Services, Budget Planning, School Safety & Attendance, Community Relations, & Parent Involvement

**STRATEGIC PLAN:** Strategy #1 – Communication

**BACKGROUND:** District administration and representatives from the Association of Colton Educators and Colton School Employees’ Association have met, developed and *amended* the master calendar *adjusted for furlough days* for the single track and traditional schedule schools for the 2011-12 school year and present the following recommendation for adoption by the Board.

**BUDGET IMPLICATIONS:** No impact to the General Fund.

**RECOMMENDATION:** That the Board approve the amendment of the 2011-12 School Year Calendar: Single Track and Traditional, Adjusted for Furlough Days, as presented.

**ACTION:** On motion of board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved the above recommendation.

# Colton Joint Unified School District 2011 - 2012 School Calendars

Elementary Schools  
Middle and High Schools



## Adjusted for furlough days

JULY						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
					*	*

AUGUST						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

10/7 Quarter=43 days 10/21 Trimester=58 days

NOVEMBER						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

12/15 Quarter = 43 days / Semester=86 days

JANUARY						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29						

2/23 Trimester=60 days

MARCH						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

3/16 Quarter=46 days

APRIL						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 1, 2012 Quarter = 43

Minimum Days and Teacher Work Days  
▲ K-8 Parent and Teacher Conferences  
Students attend minimum days

\* Teacher Prep Days - No class for students

**M** Minimum day - grades K-6  
**W** Minimum day - grades 7-12  
**X** Minimum day grade 7 & 8

7 First/Last Day - Seventh Graders Only

**F = Teacher Furlough days no school**

Grades K-6

Trimester ending dates

1<sup>st</sup> Trimester: October 21

2<sup>nd</sup> Trimester: February 24

3<sup>rd</sup> Trimester: June 1

Grades 7-12

Quarter and Semester ending dates

1<sup>st</sup> Quarter: October 7

1<sup>st</sup> Semester: December 15

3<sup>rd</sup> Quarter: March 15

2<sup>nd</sup> Semester: June 1

Grades 7-12 Finals

December 13-15

May 29, 30, 31

Grades 2-12

STAR Testing Dates

April 16 - May 9

Grades 11-12

CAHSEE Testing

English/Math

July 26/July 27

October 4/October 5

November 1/November 2

February 7, 2012/February 8

Grade 10 CAHSEE

English/Math

March 13, 2012/March 14, 2012

Grade 10 Make-up Grade 11-12 CAHSEE

May 8/May 9

Semester = 89 days

Trimester = 56 days

JUNE						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Holiday/Recess

R/H No students or teachers in session

September 5 Labor Day

November 11 Veterans' Day

November 14-25 Thanksgiving Break (K-6)

November 21-25 Thanksgiving Break (7-12)

December 19-January 6 Winter Break

January 16 - Martin Luther King, Jr. Day

February 17 & 20 Presidents' Days

**March 16 Teacher furlough**

March 19-30 Spring Break

**May 25 Teacher furlough**

May 28 Memorial Day



**BOARD AGENDA**

**REGULAR MEETING  
January 19, 2012**

**ACTION ITEM**

**TO:** Board of Education

**PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division

**SUBJECT:** Approval of Purchase Orders

**GOAL:** Student Performance / Personnel Development

**STRATEGIC PLAN:** Strategy #1 – Communication

**BACKGROUND:** Purchase orders in excess of \$10,000 are presented to the Board of Education for approval.

**BUDGET  
IMPLICATIONS:** General Fund 01 Expenditures: \$ 191,039.93  
Total Expenditures: \$ 191,039.93

**RECOMMENDATION:** That the Board approve Purchase Orders in excess of \$10,000 for a total of \$ 191,039.93.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved purchase orders as recommended.

<u>P.O.</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>RESOURCE</u>	<u>RESOURCE DESCRIPTION</u>	<u>AMOUNT</u>
022144	Learning Plus Associates	Inst. Matls./Smith	3010	NCLB: Title 1, Pt A Grnt Low Inc.	\$11,490.47
	<i>Standards Plus materials are standards based mini-lessons given at the beginning of each lesson in Language Arts. They also teach test-taking strategies. They have been used for many years and research has shown that test scores improve.</i>				
022170	American Technologies Inc	Contract Svs./M & O	0314	Defer. Maint. Tier III	\$29,549.46
	<i>American Tech Inc. did asbestos roofing materials abatement on the admin building at BHS, part of this building burned and the insurance company was only going to pay for the fire damaged areas of the roof. M &amp; O was asked if they would be interested in using deferred maintenance funding to abate the entire roof and M&amp; O requested to proceed with the abatement.</i>				
022238	Poma Distributing Co. Inc.	Gas & Diesel/ Transp.	7230	Transp. – Home to School	\$150,000.00
	<i>Open purchase order for vehicle fuel through June 2012.</i>				
<b>TOTAL</b>					<b>\$191,039.93</b>

**BOARD AGENDA**

**REGULAR MEETING  
January 19, 2012**

**ACTION ITEM**

**TO:** Board of Education

**PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division

**SUBJECT:** Award of Bid #12-03 to Westrux International for District Warehouse Trucks

**GOAL:** Support Services/Budget Planning

**STRATEGIC PLAN:** Strategy #1 – Communication

**BACKGROUND:** Bids for District warehouse trucks were opened on January 4, 2012. The bid was conducted in accordance with Public Contract Code 20111 and advertised in accordance with Public Contract Code 20112. Bids were also solicited from three vendors, one vendor submitted a bid.

This bid will be used to replace two of the District’s large warehouse-delivery trucks. The current trucks are over fifteen years old and continually need repairs to keep them operational. The current trucks will be used as back-up trucks with limited use due to their condition. The warehouse delivery trucks are used every day to deliver food and classroom supplies to our sites. A schedule showing the bid received and its amount follows.

Westrux International	\$221,268.72
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**BUDGET IMPLICATIONS:** Nutrition Services Fund 13 Expenditure: \$221,268.72

**RECOMMENDATION:** That the Board award Bid #12-03 to the lowest responsible bidder, Westrux International for District Warehouse Trucks, in the amount of \$221,268.72, as presented.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board awarded Bid #12-03 as presented.



**BOARD AGENDA**

**REGULAR MEETING  
January 19, 2012**

**ACTION ITEM**

**TO:** Board of Education

**PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division

**SUBJECT:** Award of Bid #11-03 to Paul C. Miller Construction Co., Inc. for the District Warehouse Walk-In Freezer/Refrigerator Replacement and Service Upgrade Project

**GOAL:** Facilities / Support Services

**STRATEGIC PLAN:** Strategy #1 – Communications  
Strategy #4 – Facilities

**BACKGROUND:** Bids for the District Warehouse Walk-In Freezer/Refrigerator Replacement and Service Upgrade Project were opened on January 5, 2012. The bid was conducted in accordance with Public Contract Code 20111 and advertised in accordance with Public Contract Code 20112. Bids were received from six contractors.

The work contained in this bid includes the removal and replacement of the existing freezer and refrigerator at the District Warehouse. The existing freezer and refrigerator are in excess of thirty-five years old and need constant repairs to keep them operational. The new freezer and refrigerator will increase frozen and cold food storage capacity by approximately 50%. This additional storage capacity will help the Nutrition Services department reduce off-site storage fees. Additionally, the new freezer and refrigerator have highly-efficient refrigeration systems that will help the District reduce its energy costs. A schedule showing the bids received and their amounts follows.

Paul C. Miller Construction Co., Inc.	\$758,020
Avi-Con CA Construction	773,000
Broughton Construction, Inc	803,068
Metrocell Construction	866,563
Inland Building Construction Companies	932,000
Dennis Patrick Construction	Did not meet bid specifications

**BUDGET IMPLICATIONS:** Nutrition Services Fund 13 Expenditure: \$758,020

**RECOMMENDATION:** That the Board award Bid #11-03 to Paul C. Miller Construction Co., Inc. for the District Warehouse Walk-In Freezer/Refrigerator Replacement and Service Upgrade Project in the amount of \$758,020.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board awarded Bid, #11-03, as presented.



**BOARD AGENDA**

**REGULAR MEETING  
January 19, 2012**

**ACTION ITEM**

**TO:** Board of Education

**PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division

**SUBJECT:** **Approval of Architectural and Engineering Services Agreement with Higginson & Cartozian Architects, Inc. for the Design of Fire Alarm, Intercom, HVAC and Site Electrical Upgrades at Zimmerman Elementary School**

**GOAL:** Facilities / Support Services

**STRATEGIC PLAN:** Strategy #4 – Facilities

**BACKGROUND:** A Request for Proposals was issued for the design and engineering of the fire alarm, intercom, HVAC and site electrical upgrades at Zimmerman Elementary School to the following architectural firms:

Frick, Frick & Jette Architects	Did not meet proposal specifications
Garcia and Associates Architects	\$186,000
Higginson & Cartozian Architects, Inc	\$138,000
TMAD Taylor & Gaines	\$193,365

Proposals were submitted by three firms and reviewed by District staff. Based on the fees, experience, and quality of service, staff recommends Higginson & Cartozian Architects, Inc. to provide the necessary design and engineering services.

**BUDGET IMPLICATIONS:** Bond Fund 21 – Measure G Expenditure: \$138,000

**RECOMMENDATION:** That the Board approve the architectural and engineering services agreement with Higginson & Cartozian Architects, Inc. for the design of fire alarm, intercom, HVAC and site electrical upgrades at Zimmerman Elementary School.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved the agreement, as presented.

## **ARCHITECTURAL SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 19th day of January in the year 2012 by and between the Colton Joint Unified School District, hereinafter referred to as “DISTRICT”, and Higginson & Cartozian Architects, Inc., hereinafter referred to as “ARCHITECT”. The DISTRICT and the ARCHITECT are sometimes referred to herein as a “PARTY” or collectively as the “PARTIES”. This AGREEMENT shall include all terms and conditions set forth herein.

**WHEREAS**, DISTRICT desires to obtain architectural services for Fire Alarm, Intercom, HVAC and Site Electrical Upgrades at Zimmerman Elementary School (hereinafter referred to as the “PROJECT”), located within the DISTRICT; and

**WHEREAS**, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California;

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

### **ARTICLE I** **ARCHITECT’S SERVICES AND RESPONSIBILITIES**

1. ARCHITECT’s services shall consist of those services performed by ARCHITECT, ARCHITECT’s employees and ARCHITECT’s consultants as enumerated in this AGREEMENT and all Attachments to this AGREEMENT.

2. The ARCHITECT’s services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT.

3. The architectural services and advice to be performed and provided pursuant to this AGREEMENT is more particularly set forth in Attachment “A” attached hereto and incorporated herein by this reference. ARCHITECT and DISTRICT both agree to be bound by all of the terms and conditions set forth in said Attachment “A” as it relates to the scope of services and total compensation amounts only. All other provisions shall be governed by the terms and conditions of this AGREEMENT. Any discrepancies or inconsistencies between this AGREEMENT and Attachment “A” shall be interpreted and governed by the terms and conditions of this AGREEMENT.

4. The ARCHITECT’s services shall include the necessary architectural, design and/or engineering services necessary to produce a reasonably complete and accurate set of Construction Documents for the PROJECT defined as including but not limited to the following: The agreement between DISTRICT and Contractor awarded the PROJECT (“Contractor”), general and supplementary conditions of the Contract between DISTRICT and Contractor, drawings, specifications, addenda and other documents listed in the Agreement, and modifications issued after execution of the DISTRICT and Contractor Contract.



5. The services covered by this AGREEMENT shall be completed on or before a date to be agreed upon by the DISTRICT in writing.

6. If applicable, the ARCHITECT shall assist the DISTRICT in obtaining any required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, public utilities, as well as the Office of Public School Construction (OPSC), California Department of Education (CDE) and Division of the State Architect (DSA).

7. If the PROJECT includes the replacement or repair of more than 25% of a roof or the replacement or repair of a roof that has a total cost of more than \$21,000, the ARCHITECT shall comply with the requirements set forth in Public Contract Code section 3000 et seq. including signing the required certification.

8. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its Consultants, the DISTRICT's representative(s), and other Consultants of the DISTRICT during PROJECT development and provide meeting minutes no later than 72 hours after each meeting.

9. The ARCHITECT shall provide services in connection with the work of a construction manager or separate consultants retained by DISTRICT.

10. If requested by the DISTRICT, the ARCHITECT shall provide detailed estimates of construction costs at no additional cost to DISTRICT.

11. The ARCHITECT shall certify to the best of its information pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any construction document for the PROJECT and will ensure that contractors provide DISTRICT with certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). This certification shall be part of the final PROJECT submittal.

12. If requested by the DISTRICT, the ARCHITECT shall prepare for and make formal presentations to the Governing Board of the DISTRICT, attend public hearings and other public meetings. In addition, ARCHITECT shall attend and assist in legal proceedings that arise from errors or omissions of the ARCHITECT.

13. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.

14. The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

15. The ARCHITECT shall provide general direction to project inspectors on the PROJECT.

16. The ARCHITECT will endeavor to secure compliance by Contractor with the Construction Documents, but does not guarantee the performance of Contractor's contracts.

17. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT unless otherwise modified in writing.

18. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.

19. The ARCHITECT shall not issue orders to Contractor that might commit the DISTRICT to extra expenses or otherwise amend the Construction Documents without first obtaining the written approval of the DISTRICT.

20. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT, whenever, in the ARCHITECT's opinion, it may be necessary, to stop the work to avoid the improper performance of the Contractor. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed or completed.

21. The ARCHITECT shall, at no additional cost, provide services made necessary by defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor but which ARCHITECT failed to do.

22. The ARCHITECT shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.

23. The ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as building departments, OPSC, and DSA, in a timely manner and ensure proper PROJECT close-out.

24. Prior to start of construction, the following two documents are required:

- (i) Contract Information Form DSA-102.
- (ii) Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

25. Project Close-Out

a. The ARCHITECT shall assist the DISTRICT in the delivery of the following described documents to the Division of the State Architect for review prior to issuance of a "Certificate of Completion."

b. During the period the PROJECT is under construction the following documents are required:

- i. Copies of the Inspector of Record's semi-monthly reports.
- ii. Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT.

c. Upon completion of construction of the PROJECT, the following reports and/or documents are required:

- i. Copy of the Notice of Completion.
- ii. Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, Structural Engineer, Mechanical Engineer and Electrical Engineer.
- iii. Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Inspector of Record and Special Inspector(s).
- iv. Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- v. Weighmaster's Certificate (if required by approved drawings and specifications).
- vi. Copies of the signature page of all Addenda as approved by DSA.
- vii. Copies of the signature pages of all Deferred Approvals as approved by DSA.
- viii. Copies of the signature page of all Change Orders as approved by DSA.
- ix. Verification by the I.O.R. that all items noted on any "Field Trip Notes" have been corrected.
- x. All documents not noted above that are required for certification.

## **ARTICLE II** **ADDITIONAL SERVICES**

1. ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control. ARCHITECT shall

obtain written authorization from the DISTRICT before rendering such services. The DISTRICT may require ARCHITECT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such 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 ARCHITECT which are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.

c. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the ARCHITECT's industry.

### **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 ARCHITECT; 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 ARCHITECT 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 ARCHITECT 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 and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs shall be deducted from payments to the ARCHITECT.

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.4 below, and ARCHITECT 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 ARCHITECT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the ARCHITECT. In the event of a termination without cause, the

DISTRICT shall pay to the ARCHITECT 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 ARCHITECT 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 and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this paragraph through 50% completion of the ARCHITECT's portion of the PROJECT and if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

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, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT'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.

#### **ARTICLE IV - ARCHITECT'S DRAWINGS AND SPECIFICATIONS**

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's Consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's Consultant's documents enumerated above for the purposes of additions, alignments or other development on the PROJECT site.

#### **ARTICLE V - ACCOUNTING RECORDS OF ARCHITECT**

1. Records of the ARCHITECT's direct personnel and reimbursable expenses pertaining to any extra services for this PROJECT, and records of accounts between the DISTRICT and the ARCHITECT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or the DISTRICT's authorized representative at mutually convenient times.

## **ARTICLE VI - COMPENSATION TO ARCHITECT**

1. ARCHITECT's Fee shall be a lump sum fixed fee as negotiated by the PARTIES and set forth in Attachment "A". No further fee or cost adjustments shall be made regardless of the actual PROJECT Construction Costs or bids received. If, however, there are revisions to the scope of work directed in writing by the DISTRICT that are not the result of errors or omissions on the part of the ARCHITECT, the ARCHITECT's Fee will be adjusted as negotiated between the DISTRICT and the ARCHITECT in writing.

2. Reimbursable expenses that are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at one and one-twentieth (1.05) times the expenses incurred by the ARCHITECT, ARCHITECT's employees and consultants for the following specified items:

a. Fees advanced for securing approval of authorities having jurisdiction over the PROJECT; and

b. Approved reproduction of drawings and specifications which includes sets of construction documents and all progress prints.

c. Reimbursable expenses are estimated to be Two-Thousand Dollars (\$2,000), and this amount shall not be exceeded without the prior written approval of the DISTRICT.

## **ARTICLE VII - MISCELLANEOUS**

1. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold DISTRICT 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 ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT; and

b. General Liability: If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any 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 ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT 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 Architects who are directly employed by the DISTRICT. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims,

actions, suits, or other proceedings that may be brought or instituted against the DISTRICT (other than professional negligence covered by section c below), its officers, agents or employees that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and

c. Professional Liability: If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the ARCHITECT, or any person, firm or corporation employed by the ARCHITECT, 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 sole or active negligence, or willful misconduct of the DISTRICT. With regard to the ARCHITECT's obligation to indemnify for acts of professional negligence, 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 brought against the DISTRICT that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT.

2. ARCHITECT 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 ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT'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 ARCHITECT 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. Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

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

c. Professional liability insurance, including contractual liability, with limits of \$1,000,000, per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT 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. Valuable Papers Coverage. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications that are in the care, custody and control of the ARCHITECT. The ARCHITECT shall deliver to the DISTRICT a certificate of insurance as evidence of compliance with the requirements set forth herein. The cost of this insurance shall be paid by the ARCHITECT and the DISTRICT shall be named as a loss payee.

e. Each policy of insurance required in Article VII, Paragraph 2(b) above shall name the DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT 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. ARCHITECT shall notify the DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to the DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse the DISTRICT upon demand for the cost thereof.

f. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article VII 2(a)(b)(c)(d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence.

g. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

3. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that ARCHITECT and all of ARCHITECT'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. ARCHITECT assumes the full responsibility for the acts and/or omissions of ARCHITECT's employees or



agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.

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 ARCHITECT.

5. The DISTRICT and ARCHITECT, 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. ARCHITECT shall not assign this AGREEMENT.

6. This AGREEMENT shall be governed by the laws of the State of California.

7. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT 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 ARCHITECT.

8. 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.

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

ARCHITECT:  
Higginson & Cartozian Architects, Inc.

DISTRICT:  
Colton Joint Unified School District

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

By: Jaime R. Ayala, Assistant Superintendent  
Business Services Division

\_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

Atkinson, Andelson, Loya, Ruud & Romo

\_\_\_\_\_  
Hugh W. Lee, Esq.  
Attorneys for the Colton Joint Unified School District

**ATTACHMENT "A"**  
**(ARCHITECT'S PROPOSAL)**

## **Professional Fees**

---

Based on the updated scope discussed at the mandatory pre-proposal walk through, we feel the construction cost for this project will be between \$1.5M and \$2M. We understand the district has initially allocated \$1.2M for the project.

HCA, Inc. proposes a fixed, lump sum fee of **\$138,000** for all required basic services which include Architectural, Structural, Mechanical and Electrical Engineering. Additional services can be billed on our standard hourly rates or additional fixed fee based on the determined scope.

**HOURLY RATE FEE SCHEDULE**  
**HIGGINSON + CARTOZIAN ARCHITECTS**  
**Rates Effective January 1, 2011**

Corporate Officer	Hourly Rate: \$ 175.00
Senior Associate	Hourly Rate: \$ 125.00
Associate	Hourly Rate: \$ 110.00
Project Manager	Hourly Rate: \$ 95.00
Senior CADD Operator	Hourly Rate: \$ 80.00
CADD Operator:	Hourly Rate: \$ 65.00
Administrative/Clerical:	Hourly Rate: \$ 55.00

**REIMBURSABLE FEE SCHEDULE**  
**HIGGINSON + CARTOZIAN ARCHITECTS**  
**Rates Effective January 1, 2011**

Printing: Cost Plus Ten Percent  
Plotting: No Charge  
Overnight Shipping if required: Cost Plus Ten Percent  
Plan Check Fees: Cost Plus Ten Percent  
Standard Shipping: No Charge  
Mileage: No Charge



**BOARD AGENDA**

**REGULAR MEETING  
January 19, 2012**

**ACTION ITEM**

**TO:** Board of Education

**PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division

**SUBJECT:** Approval to Close School Facility Sub-Funds 9701, 9729, and 9743 through 9746

**GOAL:** Facilities / Support Services

**STRATEGIC PLAN:** Strategy #4 – Facilities

**BACKGROUND:** School Districts receive funds from the state for new construction and modernization projects. The State also requires that such funds be tracked and accounted for separately. School Facility sub-funds 9701, 9729, and 9743 through 9746 were established to account for projects at Crestmore, Sycamore Hills and Zimmerman Elementary schools and Bloomington and Terrace Hills Middle schools. The District has completed these projects, and closeout documents have been received from the Office of Public School Construction (OPSC).

**BUDGET IMPLICATIONS:** No impact to Fund 35 – State Facilities Fund

**RECOMMENDATION:** That the Board approve to close School Facility sub-funds 9701, 9729, and 9743 through 9746.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved the closure of sub-funds, as presented.



November 5, 2010

Mr. Darryl Taylor  
District Representative  
Colton Joint Unified School District  
851 South Mount Vernon Avenue  
Colton, CA 92324

Dear Mr. Taylor:

The Office of Public School Construction (OPSC) has completed its review of the District's *Expenditure Reports* (Form SAB 50-06) for the below noted school projects. The OPSC has accepted the costs as reported by the District on the Forms SAB 50-06 and the accompanying *Detailed Listing of Project Expenditures* for the projects as follows:

<b>School Name</b>	<b>Project Number</b>	<b>Remarks</b>
Sycamore Hills Elementary	50/67686-00-022	Closeout audit completed 8/16/2010.
Terrace Hills Middle	50/67686-00-023	Closeout audit completed 3/18/2009.
Bloomington Middle	50/67686-00-024	Closeout audit completed 4/28/2010.
Zimmerman (Walter) Elementary	50/67686-00-025	Closeout audit completed 3/18/2009.
Sycamore Hills Elementary	50/67686-00-026	Closeout audit completed 8/16/2010.
Crestmore Elementary	50/67686-00-027	Closeout audit completed 10/1/2009.
Bloomington High	57/67686-00-008	Closeout audit completed 4/28/2010.

The audits of these projects have been completed and the projects are considered closed.

Should you have any questions concerning this matter, please contact me at [randy.laborde@dgs.ca.gov](mailto:randy.laborde@dgs.ca.gov) or (916) 376-1732.

Sincerely,

RANDY L. LABORDE, Auditor  
Office of Public School Construction

RLL:rl

Attachment

cc: Mr. James Downs, District Superintendent  
San Bernardino County Office of Education  
Project file

**BOARD AGENDA**

**REGULAR MEETING  
January 19, 2012**

**ACTION ITEM**

**TO:** Board of Education

**PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division

**SUBJECT:** Approval of Change Order No. 107-11-06 and 113-11-07 Bithell, Inc. (Category 11 - Painting) for the Grand Terrace High School Project Bid #08-14 for Work Exceeding 10% of the Contract

**GOAL:** Facilities / Support Services

**STRATEGIC PLAN:** Strategy #4 – Facilities

**BACKGROUND:** Change Order No. 107-11-06 and 113-11-07 bring the cumulative change order total to \$61,593.44 which is over the 10% allowable amount per the contract documents and pursuant to Public Contract Code 20118.4. The original contract amount for this contractor is \$499,500.

Due to congestion of overhead utilities, the suspended gypsum board ceilings in electrical rooms were eliminated resulting in additional painting of exposed surfaces. Fire proofing at roof structural steel was deleted and resulted in additional painting of exposed structural beams in the gymnasium. Due to an extended construction schedule, additional overhead costs to extend duration to April 2012 have been added. In order to avoid a lengthy bid process and a delay with the project, staff approved the work through the change order process. Staff has reviewed all supporting documentation and recommends approval of these change orders.

Vanir Construction Management, WLC Architects, and the DSA inspectors have closely monitored the work and costs for this additional work. As of this date, painting is at 84% complete.

The table below describes and breaks down the additional costs for removal of the various conditions.

Change Order No. 107-11-06 for over 10%

RFPC No.	RFPC Description	Amount
118B-11-007	Revise ceiling heights in Buildings D, E, F and G.	\$0
236BR1-11-024	Eliminate suspended gypsum board ceilings in electrical rooms due to congestion of overhead utilities.	\$2,698.08

295-11-025	Painting of exposed structural beams.	\$11,841.27
266D-11-026	Credit for painting due to gypsum board ceiling being deleted.	(\$1,260.72)
273D-11-027	Revise door A030 to be enlarged by 8 inches caused additional painting.	\$192.00
	Total	\$13,470.63

Change Order No. 113-11-07 for over 10%

RFPC No.	RFPC Description	Amount
296-11-029	Extended construction schedule.	\$5,000.00
	Total	\$5,000.00

Attached is a more detailed summary of the change orders.

**BUDGET**

**IMPLICATIONS:**

State Fund 35 Expenditure: \$18,470.63

**RECOMMENDATION:**

That the Board approve change order No. 107-11-06 and 113-11-07 Bithell, Inc. (Category 11 - Painting) for the Grand Terrace High School project bid #08-14 for work exceeding 10% of the contract.

**ACTION:**

On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved the change orders, as presented.

# CHANGE ORDER

OWNER  
 ARCHITECT  
 CONTRACTOR  
 DSA FIELD ENGINEER  
 IOR  
 OTHER  
 OTHER

D. Taylor, Colton Joint Unified School District  
 R. Hensley/S. Stearns, WLC Architects, Inc.  
 G. Bithell, Bithell, Inc.  
 J. Cohen, Division of the State Architect  
 J. Henderson, Superior Construction Services, Inc.  
 N. Piccini, WLC Architects, Inc.  
 DSA Coordinator, WLC Architects, Inc.

PROJECT: Grand Terrace High School  
 (name, address) 21810 Main Street  
 Grand Terrace, CA 92313

PROJECT CHANGE ORDER NUMBER: 107  
 CATEGORY CONTRACTOR NUMBER: 11  
 CATEGORY CHANGE ORDER NUMBER: 06  
 DATE: December 1, 2011  
 ARCHITECT'S PROJECT NO: 0119800.54  
 CONTRACT DATE: April 23, 2009  
 CONTRACT FOR: New High School  
 DSA APPLICATION NO.: 04-107480  
 DSA FILE NO.: 36-H4

TO CONTRACTOR: Bithell, Inc.  
 (name, address) 1004 East Edna Avenue  
 Covina, CA 91724

**The Contract is changed as follows:**

ITEM	DESCRIPTION,	ALLOWANCE AMOUNT	CHANGE ORDER AMT
107.1	RFPC 118B-12-007: Revise ceiling heights in Buildings D, E, F, and G per Instruction Bulletin 50R. <b>Justification:</b> Contractors did not coordinate with utilities.	\$ 0.00	\$ 0.00
107.2	RFPC 236BR1-11-024: Rooms D002, E004, E203, and F003 eliminate suspended gypsum board ceilings in Electrical Rooms per Instruction Bulletin 104R. <b>Justification:</b> Congestion of overhead utilities.	\$ 0.00	\$ 2,698.08
107.3	RFPC 295-11-025: Building B - Painting of exposed structural beams per FCD 33. <b>Justification:</b> Per District request.	\$ 0.00	\$ 11,841.27
107.4	RFPC 266D-11-026: Provide metal soffit panel at Building B, Gymnasium entry per Instruction Bulletin 90R2. <b>Justification:</b> Gypsum board ceiling was indicated on plans.	\$ 0.00	\$ (1,260.72)
107.5	RFPC 273D-11-027: Revise Door A030 opening to be enlarged by 8" at Band Room A030 per FCD 59. <b>Justification:</b> Per District request.	\$ 0.00	\$ 192.00
Contractor agrees to furnish all labor and materials to perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under Article 7 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the CONTRACTOR arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.			
Subtotal:		\$ 0.00	
Original Allowance:		\$ 0.00	
Net Change by Previously Authorized Change Orders:		\$ 0.00	
Remaining Allowance:		\$ 0.00	

**Total Cost of This Change Order:**

**Increase \$ 13,470.63**

**Not valid until signed by the Owner, Architect and Contractor.**

PROJECT: Grand Terrace High School  
 (name, address) 21810 Main Street  
 Grand Terrace, CA 92313

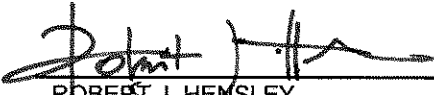
PROJECT CHANGE ORDER NUMBER: 107  
 CATEGORY CONTRACTOR NUMBER: 11  
 CATEGORY CHANGE ORDER NUMBER: 06  
 DATE: December 1, 2011  
 ARCHITECT'S PROJECT NO: 0119800.54

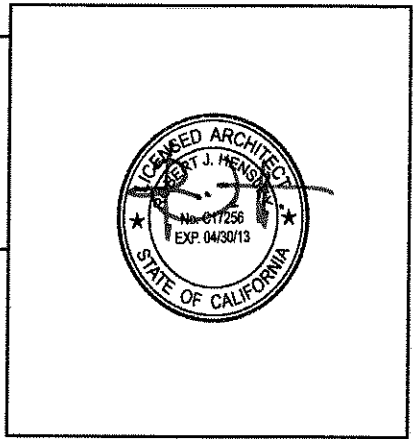
The Original Contract Sum for Category Contractor 11 ..... \$ 499,500.00  
 Net Change by Previously Authorized Change Orders ..... \$ 43,122.81  
 The New Contract Sum for Category Contractor 11 Including This Change Order ..... \$ 556,093.44

**Prorated Contract Amount for this Project was** ..... \$ **499,500.00**  
**Net Change by Previously Authorized Change Orders** ..... \$ **43,122.81**  
**The Contract Amount Prior to this Change Order for this Project was** ..... \$ **542,622.81**  
**The Contract Amount for this Project will be Changed by this Change Order in the Amount of** ..... \$ **13,470.63**  
**The new Prorated Contract Amount for this Project including this Change Order will be** ..... \$ **556,093.44**

The Contract Time for this Project will be unchanged.  
 The date of Substantial Completion for this Project as of the date of this Change Order therefore is April 29, 2011.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.


Architect:   
 ROBERT J. HENSLEY  
 WLC Architects, Inc.  
 8163 Rochester Avenue, Suite 100  
 Rancho Cucamonga, CA 91730



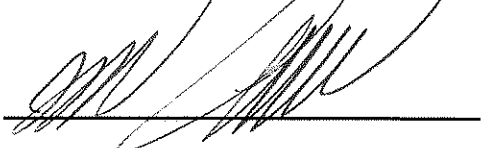
Date: 12/5/2011

Contractor:   
 Bithell, Inc.  
 1004 East Edna Avenue  
 Covina, CA 91724

Date: 12/9/11

Construction Manager:   
 Vanir Construction Management, Inc.  
 290 North D Street, Suite 900  
 San Bernardino, CA 92401

Date: 12.13.11

Owner:   
 Colton Joint Unified School District  
 1212 Valencia Drive  
 Colton, CA 92324

Date: 12/15/11

APPROVED  
 DIVISION OF THE STATE ARCHITECT

ACS \_\_\_\_\_ FLS \_\_\_\_\_ SSS \_\_\_\_\_

A # 04 - 107480 DATE \_\_\_\_\_





**Colton Joint Unified School District  
Grand Terrace High School**



**CHANGE ORDER SUMMARY**

CO NO:	<u>107</u>	-	<u>11</u>	-	<u>06</u>	DATE:	<u>November 2, 2011</u>
	<small>DSA RFPC</small>		<small>BP</small>		<small>BP RFPC</small>		
TO:	<u>Bithell, Inc.</u>					DSA APP NO:	<u>107480</u>
FROM:	<u>Vanir Construction Management, Inc.</u>					DSA FILE NO:	<u>36-H4</u>
BP NO:	<u>11</u>					PROJECT:	<u>Grand Terrace HS</u>
BP TITLE:	<u>Painting</u>					PROJ/BID NO:	<u>08-14</u>

Item	Description	Cost
<b>1</b>	<b>Request for Proposed Change (RFPC) No.: 118B-11-007 Re: Revised Ceiling Heights at Bldg D, E, F, G Instruction Bulletin (IB) No.: 50R Request for Information (RFI) No.: N/A Construction Change Directive (CCD) No.: N/A</b>	<b>\$0.00</b>
Description	Revise ceiling heights in Bldg D, E, F and G. Sketches SKA-095A through SKA-095L.	
Justification	Original ceiling heights per contract documents did not provide adequate space to accommodate overhead utilities which would result in congestion. Ceiling heights were revised in IB 50R.	
<b>2</b>	<b>Request for Proposed Change (RFPC) No.: 236BR1-11-024 Re: IB 104R: Eliminate suspended gypsum board ceilings in Elec Rooms Instruction Bulletin (IB) No.: 104R Request for Information (RFI) No.: N/A Construction Change Directive (CCD) No.: N/A</b>	<b>\$2,698.08</b>
Description	Eliminate suspended gypsum board ceilings per detail 4, 7 on Sheet A9.24 at Electrical Rooms D002, E004, E203 and F003.	
Justification	Due to congestion of overhead utilities, the suspended gypsum board ceilings in Electrical Rooms D002, E004, E203 and F003. This deletion of the suspended gypsum board ceilings resulted in additional painting of exposed surfaces resulting in added costs. Deletion of the gypsum board ceiling was reflected in IB 104R.	

3	<b>Request for Proposed Change (RFPC) No.: 295-11-028</b> <b>Re: Bldg. B – Gymnasium: Paint exposed structural beams</b> <b>Instruction Bulletin (IB) No.: IB 74</b> <b>Request for Information (RFI) No.: N/A</b> <b>Construction Change Directive (CCD) No.: N/A</b>	\$11,841.27
Description	Painting of exposed structural beams.	
Justification	Per the District's request, fire proofing at roof structural steel above B037 was deleted. This change was reflected in IB 74/FCD 33.	
4	<b>Request for Proposed Change (RFPC) No.: 266D-11-026</b> <b>Re: IB 90R2: Building B Metal Soffit Panel Ceiling</b> <b>Instruction Bulletin (IB) No.: 90R2</b> <b>Request for Information (RFI) No.: N/A</b> <b>Construction Change Directive (CCD) No.: N/A</b>	<\$1,260.73>
Description	Provide metal soffit panel ceiling at Building B, Gymnasium entry, per Sketch SKA-167 and SKA-180, in lieu of gypsum board ceiling.	
Justification	Due to gypsum board ceiling being deleted from scope, contractor has provided credit in the amount of \$1,260.73 for painting.	
5	<b>Request for Proposed Change (RFPC) No.: 273D-11-027</b> <b>Re: IB 121: Revise Door A030-Band Room</b> <b>Instruction Bulletin (IB) No.: 121</b> <b>Request for Information (RFI) No.: N/A</b> <b>Construction Change Directive (CCD) No.: N/A</b>	\$192.00
Description	Revise Door A030 to be enlarged by 8 inches per FCD 59.	
Justification	Door A030 to be enlarged by 8 inches per the Owner's request.	



**Colton Joint Unified School District  
Grand Terrace High School**



**CHANGE ORDER/JUSTIFICATION RECORD**

RFPC NO:	<u>118B</u>	<u>11</u>	<u>007</u>	DATE:	<u>November 2, 2011</u>
	<small>DSA RFPC</small>	<small>BP</small>	<small>BP RFPC</small>		
TO:	<u>Bithell, Inc.</u>			DSA APP NO:	<u>107480</u>
FROM:	<u>Vanir Construction Management, Inc.</u>			DSA FILE NO:	<u>36-H4</u>
BP NO:	<u>11</u>			PROJECT:	<u>Grand Terrace HS</u>
BP TITLE:	<u>Painting</u>				
SUBJECT:	<u>Revise ceiling heights in Bldg D, E, F and G</u>			PROJ/BID NO:	<u>08-14</u>

The change described in this RFPC is necessary because:

Original ceiling heights per contract documents did not provide adequate space to accommodate overhead utilities which would result in congestion. Ceiling heights were revised in IB 50R.

The change was initiated by:

Owner     
  Contractor     
  Architect     
  CM     
  Other: \_\_\_\_\_

The reason for the change is:

Owner Request     
  A/E Request     
  Contractor/CM Request  
 Field Condition     
  Value Engineering     
  Other: \_\_\_\_\_

# CHANGE ORDER

OWNER  
 ARCHITECT  
 CONTRACTOR  
 DSA FIELD ENGINEER  
 IOR  
 OTHER  
 OTHER

D. Taylor, Colton Joint Unified School District  
 R. Hensley/S. Stearns, WLC Architects, Inc.  
 G. Bithell, Bithell, Inc.  
 J. Cohen, Division of the State Architect  
 J. Henderson, Superior Construction Services, Inc.  
 N. Piccini, WLC Architects, Inc.  
 DSA Coordinator, WLC Architects, Inc.

PROJECT: Grand Terrace High School  
 (name, address) 21810 Main Street  
 Grand Terrace, CA 92313

PROJECT CHANGE ORDER NUMBER: 113

CATEGORY CONTRACTOR NUMBER: 11

CATEGORY CHANGE ORDER NUMBER: 07

DATE: December 1, 2011

ARCHITECT'S PROJECT NO: 0119800.54

TO CONTRACTOR: Bithell, Inc.  
 (name, address) 1004 East Edna Avenue  
 Covina, CA 91724

CONTRACT DATE: April 23, 2009

CONTRACT FOR: New High School

DSA APPLICATION NO.: 04-107480

DSA FILE NO.: 36-H4

**The Contract is changed as follows:**

ITEM	DESCRIPTION	ALLOWANCE AMOUNT	CHANGE ORDER AMT
113.1	RFPC: 296-11-029; Additional overhead cost to extend Contract duration to April 30, 2012. <b>Justification:</b> Extended Construction Schedule	\$ 0.00	\$ 5,000.00
Contractor agrees to furnish all labor and materials to perform all of the above described work in accordance with the above terms in with the applicable sections of the Contract Documents. The amount of charges under this Change Order is limited to the charges allowed Article 7 of the General Conditions. The adjustment in the contract any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or in the contract time and contract sum due to the CONTRACTOR of the change in the work covered by this Change Order, unless provided in this Change Order. It is understood that this Change Order be effective when approved by the Governing Board of the District.			
Subtotal:		\$ 0.00	
Original Allowance:		\$ 0.00	
Net Change by Previously Authorized Change Orders:		\$ 0.00	
Remaining Allowance:		\$ 0.00	

**Total Cost of This Change Order:**

**Increase \$ 5,000.00**

**Not valid until signed by the Owner, Architect and Contractor.**

PROJECT: Grand Terrace High School  
(name, address) 21810 Main Street  
Grand Terrace, CA 92313

PROJECT CHANGE ORDER NUMBER: 113  
CATEGORY CONTRACTOR NUMBER: 11  
CATEGORY CHANGE ORDER NUMBER: 07  
DATE: December 1, 2011  
ARCHITECT'S PROJECT NO: 0119800.54

The Original Contract Sum for Category Contractor 11 ..... \$ 499,500.00  
Net Change by Previously Authorized Change Orders ..... \$ 45,820.89  
The New Contract Sum for Category Contractor 11 Including This Change Order ..... \$ 550,320.89

Prorated Contract Amount for this Project was ..... \$ 499,500.00  
Net Change by Previously Authorized Change Orders ..... \$ 45,820.89  
The Contract Amount Prior to this Change Order for this Project was ..... \$ 545,320.89  
The Contract Amount for this Project will be Changed by this Change Order in the Amount of ..... \$ 5,000.00  
The new Prorated Contract Amount for this Project including this Change Order will be ..... \$ 550,320.89

The Contract Time for this Project will be increased 366 days.  
The date of Substantial Completion for this Project as of the date of this Change Order therefore is April 30, ~~2011~~ 2012

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Architect: 


ROBERT J. HENSLEY  
WLC Architects, Inc.  
8163 Rochester Avenue, Suite 100  
Rancho Cucamonga, CA 91730

Date: 12/5/2011

Contractor: 

Bithell, Inc.  
1004 East Edna Avenue  
Covina, CA 91724

Date: 12/13/11

Construction Manager: 

Vanir Construction Management, Inc.  
290 North D Street, Suite 900  
San Bernardino, CA 92401

Date: 12/13/11

Owner: 

Colton Joint Unified School District  
1212 Valencia Drive  
Colton, CA 92324

Date: 12/15/11

APPROVED  
DIVISION OF THE STATE ARCHITECT

AC \_\_\_\_\_ FLS \_\_\_\_\_ SS \_\_\_\_\_

A # 04 - 107480 DATE \_\_\_\_\_



**Colton Joint Unified School District  
Grand Terrace High School**



**CHANGE ORDER SUMMARY**

CO NO:	<u>113</u> DSA RFPC	-	<u>11</u> BP	-	<u>07</u> BP RFPC	DATE:	<u>October 31, 2011</u>
TO:	<u>Bithehl, Inc.</u>					DSA APP NO:	<u>107480</u>
FROM:	<u>Vanir Construction Management, Inc.</u>					DSA FILE NO:	<u>36-H4</u>
BP NO:	<u>11</u>					PROJECT:	<u>Grand Terrace HS</u>
BP TITLE:	<u>Painting</u>					PROJ/BID NO:	<u>08-14</u>

Item	Description	Cost
1	Request for Proposed Change (RFPC) No.: 296-11-029 Re: Contract Extension to April 2012 Instruction Bulletin (IB) No.: N/A Request for Information (RFI) No.: N/A Construction Change Directive (CCD) No.: N/A	\$5000.00
Description	Contract extension to April 2012.	
Justification	These added costs reflect additional overhead cost to extend the contract duration from April 2011 to April 2012.	



**Colton Joint Unified School District  
Grand Terrace High School**



**CHANGE ORDER/JUSTIFICATION RECORD**

RFPC NO:	<u>296</u>	<u>11</u>	<u>029</u>	DATE:	<u>October 31, 2011</u>
	<small>DSA RFPC</small>	<small>BP</small>	<small>BP RFPC</small>		
TO:	<u>Bithell, Inc.</u>			DSA APP NO:	<u>107480</u>
FROM:	<u>Vanir Construction Management, Inc.</u>			DSA FILE NO:	<u>36-H4</u>
BP NO:	<u>11</u>			PROJECT:	<u>Grand Terrace HS</u>
BP TITLE:	<u>Painting</u>				
SUBJECT:	<u>Contract Extension to April 2012</u>			PROJ/BID NO:	<u>08-14</u>

The change described in this RFPC is necessary because:

These added costs reflect additional overhead cost to extend the contract duration from April 2011 to April 2012.

The change was initiated by:

Owner   
  Contractor   
  Architect   
  CM   
  Other: \_\_\_\_\_

The reason for the change is:

Owner Request   
  A/E Request   
  Contractor/CM Request  
 Field Condition   
  Value Engineering   
 Other: \_\_\_\_\_





**BOARD AGENDA**

**REGULAR MEETING  
January 19, 2012**

**ACTION ITEM**

**TO:** Board of Education

**PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division

**SUBJECT:** Approval of the Agreement with the State of California, Department of Transportation (Caltrans) for the Temporary Easement of a portion of Property Located at Barton Road and Vivienda Avenue in the City of Grand Terrace During the Construction of High Occupancy Lanes and Sound Walls

**GOAL:** Facilities / Support Services

**STRATEGIC PLAN:** Strategy #4 – Facilities

**BACKGROUND:** The State of California, Department of Transportation (Caltrans) and San Bernardino Associated Governments (SANBAG) are adding High Occupancy Vehicle (HOV) lanes and sound walls in both directions of Interstate 215 between SR 60/91/215 to Orange Show Road. A temporary easement is needed for District’s property located at the Northwest corner of Barton Road and Vivienda Avenue located in the City of Grand Terrace. Said property runs along the freeway at Grand Terrace Elementary School and is approximately five to ten feet from the property line. The temporary easement will not impede any school activities or affect the safety of the students and staff.

This agreement grants a temporary easement to Caltrans and SANBAG for 8,858 square feet of the District’s land. The easement will be for a period of 18 months from the date that construction begins within the easement. SANBAG had the property appraised and determined that \$17,600 is fair compensation for the 18 month duration of the temporary easement.

**BUDGET IMPLICATIONS:** General Fund Revenue: \$17,600

**RECOMMENDATION:** That the Board approve the agreement with the State of California, Department of Transportation (Caltrans) for the temporary easement of a portion of property located at Barton Road and Vivienda Avenue in the City of Grand Terrace during the construction of High Occupancy Vehicle lanes and sound walls.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board approved the agreement, as presented.

**RECORDING REQUESTED BY**

When Recorded Mail To

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
464 W. 4<sup>th</sup> STREET, 6<sup>th</sup> FLOOR  
SAN BERNARDINO, CA 92401-1400  
Attention C. Camarillo – MS 650

**FREE RECORDING:**

This instrument is for the benefit of The State of California,  
and is entitled to be recorded without  
fee or tax. (Govt. Code 6103, 27383 and Rev. &  
Tax Code 11922)

Space above this line for Recorder's Use

**EASEMENT DEED**  
CORPORATION  
(TEMPORARY)

District	County	Route	Post	Number
08	SBd	215	1.45	21989-1

Trustees of the Terrace School District, County of San Bernardino, State of California, also known as Colton  
Joint Unified School District as to parcel A; Terrace Union School of San Bernardino County, also known as  
Colton Joint Unified School District as to Parcels B, C and D

does hereby GRANT to the STATE OF CALIFORNIA a TEMPORARY EASEMENT for construction and incidents  
thereto upon, over and across that certain real property in the City of Grand Terrace

County of San Bernardino, State of California, described as

follows:

**See Exhibit "A"**



**THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.**

**IN WITNESS WHEREOF, I have hereunto set my hand**  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
**Director of Transportation**

By \_\_\_\_\_  
**Attorney in Fact**

**RIGHT OF WAY CONTRACT****STATE HIGHWAY**

RW 8-3 (Rev. 6/95)

**CONFIDENTIAL**

This document contains personal information, and pursuant to Civil Code 1798.21, it shall be kept confidential in order to protect against unauthorized disclosure.

Page 1 of 3

APN 0275-232-04

District	County	Route	P.M. (KP)	E. A.	Program	Fed. Ref.	Name	Parcel
08	SBd	215	1.36/1.53	OM940		0800000506	Trustees of the Terrace School Dist./Terrace Union School of SB County, also known as the Colton Joint Unified School District	21989

Grand Terrace , California

, 2012

Trustees of the Terrace School District and  
Terrace Union School of SB County, also known  
as Colton Joint Unified School District

Grantor(s)

**RIGHT OF WAY CONTRACT -- STATE HIGHWAY**

Document No. 21989-1 to the State of California, in the form of a Temporary Construction Easement, outlined on the attached map marked Exhibit A and covering the property particularly described in Clause 3 below, has been executed and delivered to Janet M. Parks, SR/WA, R/W-AMC, Project Manager, Overland, Pacific & Cutler, Inc.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed improvement.
2. The San Bernardino Associated Governments (hereinafter referred to as "SANBAG") shall pay the undersigned Grantor the sum of \$17,600.00 for this acquisition.
3. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in the contract, the right of possession and use of the subject property by the State, shall commence upon the 30 day notice to start construction within your property, or the close of the escrow controlling this transaction, whichever occurs first, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
4. The undersigned Grantor warrants that he is the owner in fee simple of the property affected by this acquisition as described in Clause 3 above and that he has the exclusive right to grant these rights.
5. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding one month and that Grantor agrees to hold the State harmless and reimburse State for any and all its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month. Grantor acknowledges that a quitclaim deed will be required from any lessee that has a lease term exceeding one month. Said quitclaim deed is to be provided to State prior to the close of escrow.

- 
6. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned Grantor covenants and agrees to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor's obligation herein to indemnify the State shall not exceed the amount paid to the Grantor under this contract.
  7. It is understood and agreed by and between the parties hereto that payment as provided in clause 2(A) includes, but is not limited to, payment for any and all damages, and any and all damages which may accrue to the Grantors' remaining property by reason of its severance from the property conveyed herein and the construction and use of the proposed highway project, including, but not limited to, any expense which Grantors may incur in restoring the utility of their remaining property.
  8. Grantor understands and agrees that after completion of the work described above, if any, said facility will be considered as Grantor's sole property and Grantor will be responsible for any necessary maintenance and repair.
  9. A temporary construction easement, as identified in Exhibit A (attached) is needed for freeway construction during the project period. Said easement shall be for a period of eighteen (18) months from the date the contractor starts such construction within the easement. Said eighteen (18) months shall begin no sooner than the date on which the department awards the construction contract and end no later than the completion of the construction within the easement or 1.5 years from contract award, whichever occurs first.

Permission is hereby granted the State or its authorized agent to enter upon Grantors' land, within **the temporary construction easement**, shown on the map marked Exhibit "A" attached hereto and made a part hereof. Existing improvements located within this temporary construction easement will either be protected in place or removed and replaced in-kind by the State or the State's contractor. The State, upon termination of the temporary construction easement, shall restore the Grantors' land and any improvements disturbed by the State or its contractors to as good or better condition prior to any such installation or work.

10. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assignees.
  11. State agrees to indemnify and hold harmless the undersigned Grantor Trustees of the Terrace School District and Terrace Union School of San Bernardino County, also known as the Colton Joint Unified School District, from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State will, as it options, either repair or pay for such damage.
  12. This transaction shall be handled through an internal escrow by the State of California, Department of Transportation.
-

*In Witness Whereof*, the Parties vested have executed this agreement the day and year first above written.

Trustees of the Terrace School District and Terrace Union School of San Bernardino County,  
also known as the Colton Joint Unified School District

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

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

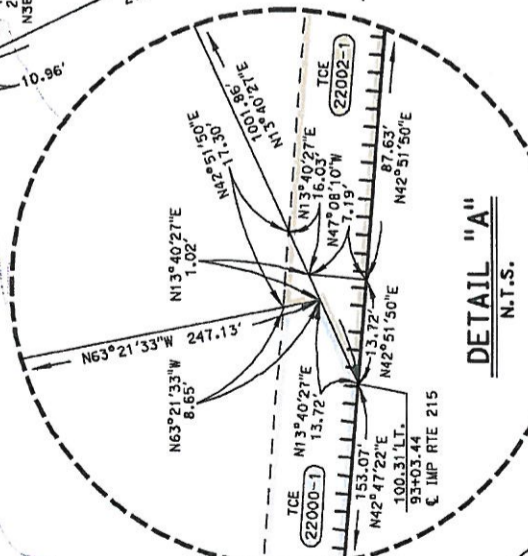
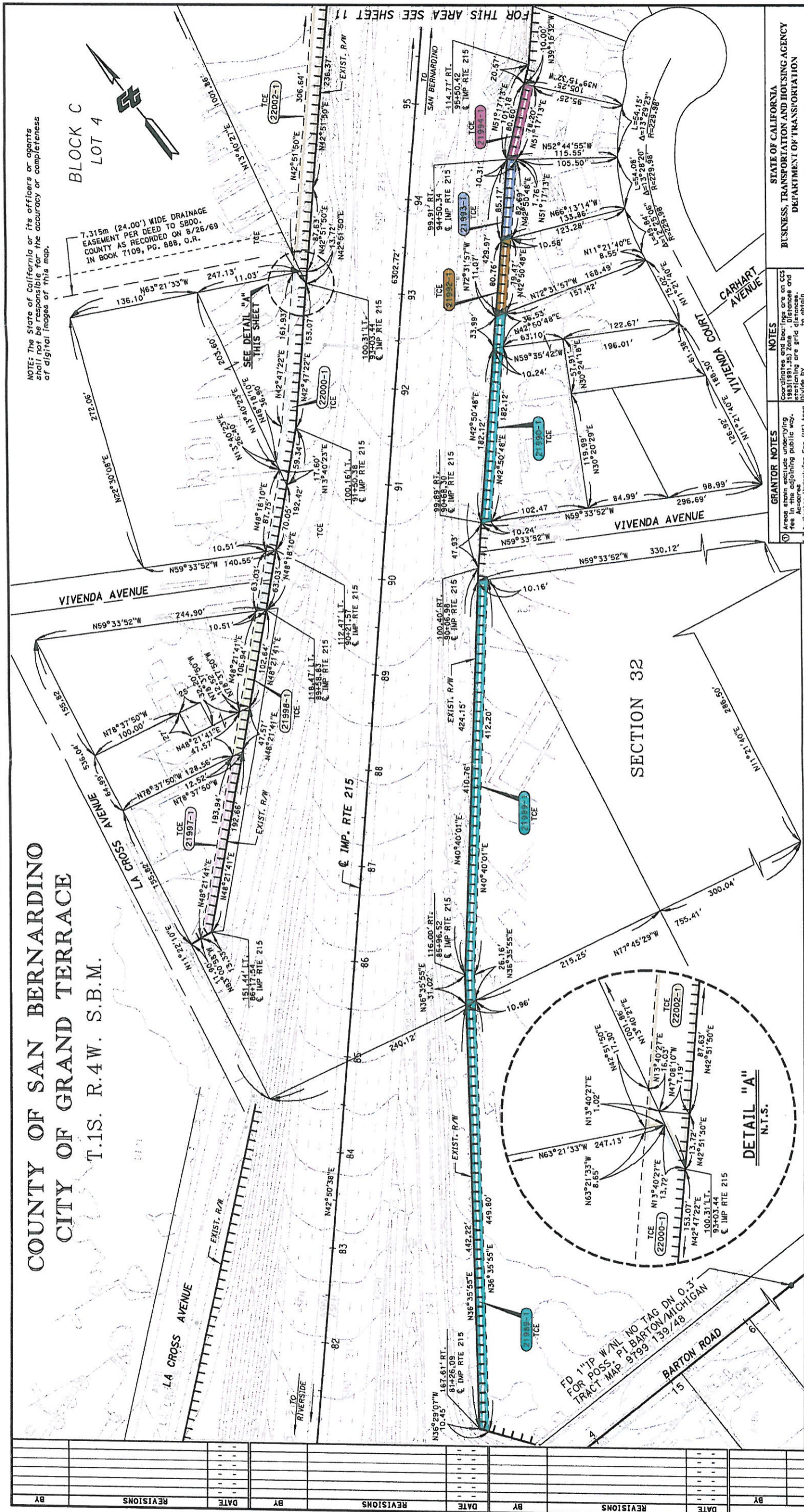
SAN BERNARDINO ASSOCIATED  
GOVERNMENTS (SANBAG):

By \_\_\_\_\_  
William T. Schuiling  
Interim Executive Director

**No Obligations Other Than Those Set Forth Herein Will Be Recognized**

# Exhibit A

## COUNTY OF SAN BERNARDINO CITY OF GRAND TERRACE T.1S. R.4W. S.B.M.



PARCEL #	TITLE	GRANTOR	AREAS (square feet or as noted)			REMARKS
			TOTAL	REQUIRED [UF]	EXCESS [UF]	
21989-1	TCE LEARZEE UNION SCH DIST SBCO	8458			REMAINDER	
21990-1	TCE GARY MO, LIZA M	2174				
21992-1	TCE KATJUS, MATTHEW M	801				
21993-1	TCE ACOSTA, FLORENDE	839				
21994-1	TCE BOGAR, GUILLELMO	784				
21997-1	TCE LUGO, DOREEN	1813				
21998-1	TCE BUTTIBREZ, DEIDA	1523				
22000-1	TCE LINDSEY, LAM FAM TRUST	3330				
22002-1	TCE JSP GRAND ROYALTY LP	4903				

STATE OF CALIFORNIA  
BUSINESS, TRANSPORTATION AND HOUSING AGENCY  
DEPARTMENT OF TRANSPORTATION

### RIGHT OF WAY APPRAISAL MAP

MAP NO. RW000130-10  
FOR PREVIOUS R/W INFORMATION SEE MAP(S)

TO DESIGN: / EA(S) 10M940 F#81  
DISTRICT COUNTY ROUTE SHEET PM SHEET NO. TOTAL SHEETS  
08 SBD 215 1.36-1.64 10 15

FEET 0 25 50 100 150

**GRANTOR NOTES**  
 1 Area shown enclose underlying fee  
 2 Area shown enclose underlying fee  
 3 Area shown enclose underlying fee  
 4 Area shown enclose underlying fee  
 5 Area shown enclose underlying fee  
 6 Area shown enclose underlying fee  
 7 Area shown enclose underlying fee  
 8 Area shown enclose underlying fee  
 9 Area shown enclose underlying fee  
 10 Area shown enclose underlying fee

**NOTES**  
 1. Specifics and bearings are on CS 1983(1981) 250 Zone. Distances and stationing are grid distances. Provide by the contractor to obtain all easements. All distances are in feet unless otherwise noted.

**LEGEND**  
 Access Prohibited  
 Access Supergrated  
 Existing R/W Supergrated  
 Opening for Utility  
 Indicated Found Monument  
 as noted  
 Indicates calculated points. (does not imply monument set)  
 This to store  
 Required for Others



**BOARD AGENDA**

**REGULAR MEETING  
January 19, 2012**

**ACTION ITEM**

**TO:** Board of Education

**PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division

**SUBJECT:** Adoption of Resolution No. 12-26 Implementing Prequalification of Sheet Metal Contractors for High School #3 (Grand Terrace High School) Increment No. 1 Bid Package No. 8

**GOAL:** Facilities / Support Services

**STRATEGIC PLAN:** Strategy #4 – Facilities

**BACKGROUND:** Staff recommends a prequalification process prior to accepting construction bids on certain construction projects. Prequalification will ensure firms have sufficient work history and expertise to complete specific areas of construction.

The prequalification questionnaire requires all prospective bidders to submit a completed set of documents such as license and background, insurance, surety, performance, safety program and workers' compensation, industrial safety record, arbitration and litigation history, and financial information.

Once the questionnaires are submitted, staff will review and rank each questionnaire. This resolution delegates the Assistant Superintendent of Business Services Division the authority to determine whether a potential bidder shall be considered prequalified to bid on a project. Bids will not be accepted if a contractor is not prequalified.

**BUDGET IMPLICATIONS:** No impact to Bond Fund 21 – Measure G

**RECOMMENDATION:** That the Board adopt Resolution No. 12-26 implementing prequalification of sheet metal contractors for High School #3 (Grand Terrace High School) Increment No. 1 Bid Package No. 8.

**ACTION:** On motion of Board Member \_\_\_\_\_ and \_\_\_\_\_, the Board adopted the resolution, as presented.

**RESOLUTION IMPLEMENTING PREQUALIFICATION  
OF SHEET METAL CONTRACTORS FOR HIGH SCHOOL #3 (GRAND TERRACE  
HIGH SCHOOL) INCREMENT #1 BID PACKAGE NO. 8  
COLTON JOINT UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 12-26**

**WHEREAS**, Public Contract Code Section 20111.5 authorizes the Governing Board of a School District to require that each prospective bidder for a construction contract complete and submit to the School District a standardized questionnaire and financial statement in a form specified by the School District (“Questionnaire”); and

**WHEREAS**, the Questionnaire is required to include a complete statement of the prospective bidder’s financial ability and experience in performing public works.

**WHEREAS**, the Questionnaire and financial statement must be verified under oath by the bidder in the manner in which civil pleadings and civil actions are verified;

**WHEREAS**, the Questionnaire is not a public record and is not to be opened to public inspection;

**WHEREAS**, each Questionnaire submitted by a prospective bidder will be scored in accordance with an established point system;

**WHEREAS**, Public Contract Code Section 20111.5(b) requires any school district requiring prospective bidders to complete and submit a Questionnaire to adopt and apply a uniform system of rating bidders on the basis of the completed Questionnaire in order to determine the size of the contracts upon which each bidder will be deemed qualified to bid (“Uniform System”);

**WHEREAS**, a School District may not accept a proposal from any potential bidder who is required to submit a Questionnaire in accordance with Public Contract Code Section 20111.5(a), but has not done so as stipulated in the Questionnaire but not less than five (5) days prior to the date fixed upon the public opening of sealed bids as required by Public Contract Code Section 20111.5(d), or has not been prequalified by the School District as stipulated in the Questionnaire but not less than permitted in accordance with Public Contract Code Section 20111.5(d) at least one (1) day prior to the opening of sealed bids; and

**WHEREAS**, Notwithstanding the foregoing recital, pursuant to Public Contract Code Section 20111.5(e), a School District may establish a process for prequalifying prospective bidders on a quarterly basis and may authorize their prequalification to be considered valid for up to one (1) calendar year following the date of initial prequalification;

**NOW THEREFORE, THE BOARD OF TRUSTEES OF THE COLTON JOINT**

**UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE:**

Section 1. In accordance with Public Contract Code Section 20111.5(a), the Board establishes a prequalification program for construction of High School #3 (Grand Terrace High School) Increment #1 Bid Package No. 8 project (“Prequalification Program”).

Section 2. The Prequalification Program shall utilize the Questionnaire attached hereto as Exhibit “A” and incorporated herein.

Section 3. In accordance with Public Contract Code Section 20111.5(b), the District adopts the Uniform System of allocating points set forth in the document attached hereto as Exhibit “B” with respect to the District’s review of any submitted Questionnaires. Any potential bidder who submits a Questionnaire that does not meet the above-referenced criteria set forth in this section shall be considered not qualified and rejected.

Section 4. The Questionnaire shall be completed by any potential bidder in conformance with Public Contract Code Section 20111.5.

Section 5. A Proposal shall not be accepted from any person or other entity for any construction contracts who: (1) has not submitted a Questionnaire in the timeframe specified in the Questionnaire but not less than a minimum of least five (5) days prior to the date fixed for the public opening of the sealed bids for such construction contract in accordance with Public Contract Code Section 20111.5(d); or (2) who has not been prequalified for at least one (1) day prior to the public opening of sealed bids for such contract, in accordance with Public Contract Code Section 20111.5(d).

Section 6. Notwithstanding the foregoing section, the District hereby establishes a Prequalification Program process in which a prospective bidder is prequalified for construction of High School #3 (Grand Terrace High School) Increment #1. Once prequalified pursuant to this section, such prequalification shall be valid for up to two (2) calendar years following the date of initial prequalification.

Section 7. The Board hereby delegates to the District’s Assistant Superintendent of Business Services Division, the authority to determine whether a potential bidder shall be considered prequalified.

**PASSED AND ADOPTED** by the Governing Board of Education of the COLTON JOINT UNIFIED SCHOOL DISTRICT on January 19, 2012, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

I, \_\_\_\_\_, Secretary of the Colton Joint Unified School District Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which resolution is on file in office of said Board.

\_\_\_\_\_  
Secretary

**EXHIBIT “A”**

[INSERT PREQUALIFICATION QUESTIONNAIRE]

**EXHIBIT “B**

[INSERT UNIFORM SYSTEM OF POINT ALLOCATION]

**PREQUALIFICATION DOCUMENTS & FORMS**

**COLTON JOINT UNIFIED SCHOOL DISTRICT**

**NEW HIGH SCHOOL #3 [GRAND TERRACE HS] SHEET METAL ROOFING  
REPAIR AND REPLACEMENT / ARCHITECTURAL METAL WALL PANELS**

CONTRACTOR'S STATEMENT OF EXPERIENCE & FINANCIAL CONDITION

I. Request for Prequalification of Bidders

As a condition of bidding for this project, and in accordance with California Public Contract Code Section 20111.5, all prospective bidders are required to submit to the Colton Joint Unified School District ("District") a completed set of prequalification documents by completing all of the documents contained herein. These documents will be the basis for determining which bidders are qualified to bid this project. Bids will not be accepted if a Contractor has not been prequalified. Ratings of individual firms will only be disclosed upon written request by that firm.

The District reserves the right to check other available sources.

All information contained in the prequalification documents is not public records and are not open to public inspection.

II. District's Prequalification Standards

1. Contractor's Statement of Experience
2. Insurance and Safety Record
3. Surety and Bonding Capacity
4. Arbitration and Litigation History
5. Certificate of Licensed Public Accountant
6. Accountant's Release Letter
7. Declaration (see page 23)

A prequalification package may be required for each project. The District may, at any time, specifically request a new prequalification package, in which case the Contractor must comply within thirty days or the rating on file may, at the discretion of the District, be considered expired. A Contractor may also file new packages at more frequent intervals if there is a substantial change in the Contractor's financial status or work experience, at which time a new rating will be issued.

## EXHIBIT "A"

In addition to being disqualified for failure to meet the District's criteria, a Contractor may be automatically disqualified for any one of the following:

1. Omission of requested information
2. Falsification of information
3. Excessive stop notices, prevailing wage violations or construction claims
4. Debarment from the Division of Labor Standards Enforcement
5. Have had a surety complete work on any contract in the last 10 years
6. Are unable to demonstrate bonding capacity or ability to obtain required insurance
7. Is not duly licensed to perform the required work
8. Has not had the requisite public works experience

### III. Financial Information

#### A. Audited & Reviewed Statement Requirements

Reviewed or Audited statements will be required for all construction projects totaling \$1,000,000 to \$6,999,999.

Note: A compilation is not acceptable.

#### B. Financial Capacity

Prospective bidders will be prequalified to bid on projects up to a maximum dollar amount based on the lesser of ten times working capital (current assets less current liabilities) or ten times net worth (total assets less liabilities). Financial rating may be augmented by submission of a Letter of Bank Credit. Particular attention is called to the fact that the certificate of the certified public accountant or licensed public accountant must express an unqualified opinion or a qualified opinion which does not negate an opinion on the statements as a whole in order to receive a "financial capacity" qualification. Note: Statements with a "negative quick asset" amount may not be augmented.

Working capital and net worth are important facts in determining the bidding capacity of a Contractor; therefore, the accountant will perform a valuable service for their client and also the District if the accountant will furnish by a supplementary schedule or as a part of the accountant's certificate, any information not specifically called for by the statement which, in the accountant's opinion might properly be taken into consideration.

In the event that the Contractor's job income and expenditures are accounted on a completed contract basis and the balance sheet includes an item reflecting the excess of costs to date over billing to date, or vice versa, the elements of "Accumulated Cost" and "Billings to Date" must be shown in support of the balance sheet item.



## EXHIBIT "A"

### C. Accountant's Certificate and Release

A certificate of a licensed Certified Public Accountant will be required in all cases. A suggested form of a certificate for both an audit and a review is included on Pages 18 and 19. One of these may be used if appropriate. A certificate may be submitted in the accountant's own words; however, such qualifications shall not be so extensive as to nullify the value of the statement or its usefulness to the District.

Accountant's Release Letter will be required. A responsible accountant will verify the validity of the applicant's financial statement.

### D. Term of Financial Statements

A Contractor's financial information is valid until the date shown is more than one year old. Statements will be held on file until the financial information is fifteen months old at which time it will be destroyed. The District reserves the right to reject statements in which the financial information is more than six months old.

## IV. Public Works Requirements

Prequalification for K-12 educational projects will be established on the basis of successful completion of at least four (4) SHEET METAL ROOFING AND INSULATED METAL WALL PANEL installations with a construction contract value of at least \$2M completed since 2005, two (2) of which shall be on California High School or Community College campuses. Applicant should provide a list of projects with the names of the school, District, Construction Manager or General Contractor, Owner's Representative and Architect along with their respective contact information. In addition, contractor may submit additional project information demonstrating SHEET METAL ROOFING AND INSULATED METAL WALL PANEL experience on smaller scale contracts in the \$1M range.

## V. Insurance

A minimum combined comprehensive single limit liability insurance of \$2,000,000.00 or an amount equal to or greater than the coverage as identified in the District's bid documents is required. A Certificate of Insurance must be issued to the District which states levels and dates of coverage.

## EXHIBIT "A"

### VI. Bondability

The bonding surety is required to be an admitted surety in the State of California. The surety will be contacted to confirm willingness to bond the particular project. It is required that the Contractor include a Letter of Bondability from the surety indicating their support levels for the project in question.

The payment and performance bonds required will neither be accepted nor approved by the District unless the bonds are underwritten by an admitted surety and the requirements of California Code of Civil Procedure Section 995.630(a) and (b) are met. In lieu of the bid bond, Contractor may provide a cashier's check amounting to 10% of the base bid.

In the event that the Contractor is unable to obtain a bond in the time prescribed by the District, the Contractor may be suspended from the qualified contractors list and not be allowed to bid on District projects until proof of bondability is provided.

### VII. Declaration

The declaration on page 23 must be completely executed.

### VIII. Notification and Due Process of Results

Contractors will be notified of their prequalification rating by telephone/fax followed by mail. Notification will be made as soon as possible, but not later than 24 hours prior to bid opening as required by law.

If the Contractor chooses to challenge the disqualification, the Contractor shall provide a written request within two (2) working days after notification requesting a hearing, the District shall establish a committee for the hearing to review the facts and reconsider the disqualification. This committee shall render a final and binding decision within five (5) working days of the hearing.

Completed prequalification forms for this project must be submitted to the District not later than \_\_\_\_\_. Contractors will be notified of their prequalification rating not later than \_\_\_\_\_, or at least one day prior to the bid due date as required by law.

Any false statements, inaccuracies, omissions or failures to disclose are grounds for exclusion from bidding. If the District should discover false statements, inaccuracies, omissions or failures to disclose by submitters at any time, the submitter will be notified of this disqualification and the inaccuracy which has been discovered. Submitter shall be afforded due process prior to being disqualified. However, if submitter shall seek due process and the false statement, inaccuracy or omission is adjudged to be intentional, then submitter shall be held nonresponsible by District for three years following the due process hearing. Contractor hereby certifies under penalty of perjury that all responses to this questionnaire are true and correct.

## EXHIBIT "A"

### IX. Submission of Completed Statements

Mail completed Contractor's Statement of Experience and Financial Condition along with the following:

- Reviewed or Audited Financial Statement (Projects \$1,000,000 to \$6,999,999)
- Letter of Bondability identifying project by name
- Certificate of Insurance issued to the District
- Accountant's Release Letter
- Letter of Credit (optional)

### X. Rating Procedure

The District has pre-established a rating system for prequalification of bidders. Contractors who receive the requisite number of points based on this rating system will be issued bidding documents and allowed to submit bids for the project. Contractors who do not receive the requisite number of points based on this rating system, or are disqualified under Section II, will not be considered qualified to submit bids for the project. The bidder shall be afforded due process prior to final disqualification.

Contractors who have been terminated by the owner, owner's representative or contracting party may be disqualified if it is determined that the cause for termination relates to the ability of the contractor to complete a project of this size and complexity or otherwise pertains to the responsibility of the contractor to perform the work.

EXHIBIT "A"

**PREQUALIFICATION DOCUMENTS & FORMS**

LICENSE & BACKGROUND INFORMATION

*Note: The following questions are required information and are not scored.*

Contractor: \_\_\_\_\_  
(as name appears on license)

Check one of the following:

- Corporation
- Partnership
- Sole Proprietorship
- Joint Venture

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

License Number(s): \_\_\_\_\_

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

Tax ID Number: \_\_\_\_\_

Date Business Formed: \_\_\_\_\_ Date Incorporated: \_\_\_\_\_

If a corporation, under the laws of what state was corporation organized: \_\_\_\_\_

Has there been any recent change (last four years) in control of your firm? yes \_\_\_\_\_ no \_\_\_\_\_

If yes, please explain: \_\_\_\_\_

Is your firm or its owners connected with other companies as a subsidiary, parent, holding or affiliate? yes \_\_\_\_\_ no \_\_\_\_\_

If yes, please explain: \_\_\_\_\_

EXHIBIT "A"

List all corporate officers, partners, proprietors, owners and key personnel:

Name	Yrs w/ Firm	Position	% of Ownership	Social Security #

*Note: The following questions are Prerequisites to qualifying as a bidder for the District's work. A Contractor will be automatically disqualified for answering YES to any of the following questions:*

1. Is your firm currently the debtor in a bankruptcy case?

yes \_\_\_\_\_ no \_\_\_\_\_

2. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

yes \_\_\_\_\_ no \_\_\_\_\_

3. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, local law or regulatory violations related to construction?

yes \_\_\_\_\_ no \_\_\_\_\_

4. In the last five years, has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

yes \_\_\_\_\_ no \_\_\_\_\_

5. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

yes \_\_\_\_\_ no \_\_\_\_\_

6. Has your firm, or any firm with which any of your company's owners, officers or partners was associated, ever been terminated for convenience or cause on a public works contract?

yes \_\_\_\_\_ no \_\_\_\_\_

EXHIBIT "A"

**PREQUALIFICATION DOCUMENTS & FORMS**

INSURANCE INFORMATION

7. Do you currently have a minimum of \$2,000,000.00 combined comprehensive single limit liability insurance? Please provide a Certificate of Insurance as verification.

yes \_\_\_\_\_ no \_\_\_\_\_ (Please provide a current Certificate of Insurance as verification)

Insurance Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

How long have you been with this insurance company? \_\_\_\_\_

If less than two years, please list prior insurance companies below:

Insurance Company	Address	Phone	Contact Person	Year(s)

8. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm? yes \_\_\_\_\_ no \_\_\_\_\_

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT "A"

**PREQUALIFICATION DOCUMENTS & FORMS**

SURETY INFORMATION

Provide a statement listing names of all surety companies, not agencies, utilized by prospective bidder in the last five (5) years. State whether the surety or sureties bonding bidder's projects have been required or requested to complete any part of bidder's work during the last five (5) years. *Please provide a letter stating bondability for this project from current surety company.*

Surety Company	Contact Person	Address	Phone No. Fax No.	Largest Bond	Year

9. During the last five years, has your firm ever been denied coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

yes \_\_\_\_\_ no \_\_\_\_\_ If yes, explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EXHIBIT "A"

10. At any time during the past five years, has any surety company made any payments on your firm's behalf to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?

yes \_\_\_\_\_ no \_\_\_\_\_ If yes, explain: \_\_\_\_\_

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11. Has your firm ever failed to complete a contract? yes \_\_\_\_\_ no \_\_\_\_\_

If yes, explain: \_\_\_\_\_

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---

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12. How many projects is your firm currently bonded for? \_\_\_\_\_

13. What are the contract amounts your firm has currently bonded?

Contracts	Amount Bonded

14. What is your firm's total bonding capacity? \_\_\_\_\_



EXHIBIT "A"

**PREQUALIFICATION DOCUMENTS & FORMS**

PERFORMANCE

15. How many years has your organization been in business in California as a contractor under your present business name and license number?

\_\_\_\_\_

16. Has any California State license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended or revoked within the past five years?    yes \_\_\_\_\_    no \_\_\_\_\_

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

17. In what type of construction do you specialize?

\_\_\_\_\_

\_\_\_\_\_

18. What was the largest amount of work completed in one year? \_\_\_\_\_

# of projects: \_\_\_\_\_ year: \_\_\_\_\_ amount of largest project: \_\_\_\_\_

19. If your firm is not currently in bankruptcy, was your firm in bankruptcy at any time during the last five years?    yes \_\_\_\_\_    no \_\_\_\_\_

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

20. What size projects do you feel your firm can undertake?

Single project \$ \_\_\_\_\_ Total work in progress \$ \_\_\_\_\_

21. Has your firm ever failed to complete a public contract within the authorized contract time?

yes \_\_\_\_\_ no \_\_\_\_\_    If yes, explain: \_\_\_\_\_

\_\_\_\_\_

EXHIBIT "A"

22. At any time during the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private entity?

yes \_\_\_\_\_ no \_\_\_\_\_ If yes, explain: \_\_\_\_\_  
\_\_\_\_\_

23. Are there any outstanding liens/stop notices for labor and/or material filed against your firm on any contracts which have been done or are being done by your firm?

yes \_\_\_\_\_ no \_\_\_\_\_ If yes, explain: \_\_\_\_\_  
\_\_\_\_\_

24. What was the annual gross revenue of the firm over the past five (5) years?

2011: \_\_\_\_\_  
2010: \_\_\_\_\_  
2009: \_\_\_\_\_  
2008: \_\_\_\_\_  
2007: \_\_\_\_\_

25. What was the annual gross revenue of the firm attributed to California K-12 or community college school construction over the past five (5) years?

2011: \_\_\_\_\_  
2010: \_\_\_\_\_  
2009: \_\_\_\_\_  
2008: \_\_\_\_\_  
2007: \_\_\_\_\_

26. Please provide a list of all projects constructed by your firm utilizing sheet metal roofing and insulated metal wall panels, at least two of which are California High School or Community College projects, with a construction contract value of at least \$2M completed since 2005.

Include the name of the school, District, Construction Manager or General Contractor, Owner's Representative, Architect, scope of the project, value and completion date, as well as contact information for the individuals listed.

Additional projects demonstrating sheet metal roofing and insulated metal wall panels from smaller scale projects in contract value range of \$1M can be submitted as well. Attach separate sheets.

EXHIBIT "A"

**PREQUALIFICATION DOCUMENTS & FORMS**

SAFETY PROGRAM & WORKERS' COMPENSATION

28. Each bidder shall submit a copy of the bidder's established safety/injury prevention program which complies with the Contract Documents and all applicable governmental regulations. After determination of the successful bidder, its subcontractors must submit a copy of their respective safety/injury prevention programs within five (5) days of the District's request.

29. List your firm's Experience Modification Rate (EMR) (California Workers' Compensation Insurance) for each of the past premium years:

Current Year: \_\_\_\_\_

Previous Year: \_\_\_\_\_

Year Prior to Previous Year: \_\_\_\_\_

30. Within the last five years, has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

yes \_\_\_\_\_ no \_\_\_\_\_ If yes, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

31. Has there been more than one occasion during the last five years on which your firm was required to pay either back wages or penalties for your firm's failure to comply with the **state's** prevailing wage laws? (*NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.*)

yes \_\_\_\_\_ no \_\_\_\_\_ If yes, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT "A"

32. During the last five years, has there been more than one occasion on which your own firm has been penalized or required to pay back wages for failure to comply with **federal** Davis-Bacon prevailing wage requirements?

yes \_\_\_\_\_ no \_\_\_\_\_ If yes, explain: \_\_\_\_\_

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EXHIBIT "A"

**PREQUALIFICATION DOCUMENTS & FORMS**

INDUSTRIAL SAFETY RECORD

Each bidder, and its subcontractors, must declare any serious or willful violations of Part 1 (commencing with Section 6300) of Division 5 of the California Labor Code received during the last five years. This information must include all construction work undertaken in the United States by the bidder and any affiliate of the bidder. Separate information shall be submitted for each particular partnership, joint venture, corporation, Limited Liability Company or individual bidder or subcontractor. The bidder or its subcontractors may be requested to submit additional information or explanation of data, which District may require for evaluating the safety record. The term "affiliate" shall mean any firm, corporation, partnership, joint venture, limited liability company or association which is a member, joint venturer or partner of the bidder, or any such entity which owns a substantial interest in or is owned in common with the bidder, its subcontractor or any of its members, joint venturers or partners, or any such entity in which the bidder, its subcontractor, or any of their members, joint venturers or partners own a substantial interest.

33. Has your firm ever received a serious or willful industrial safety violation during the last five (5) years? yes \_\_\_\_\_ no \_\_\_\_\_

If yes, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

34. Has CAL OSHA cited and assessed penalties against your firm for any "serious", "willful" or "repeat" violations of its safety or health regulations in the past five years? (*NOTE: If you have filed an appeal of a citation and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.*)

yes \_\_\_\_\_ no \_\_\_\_\_

If yes, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT "A"

35. Have any of the following agencies: the federal Occupational Safety and Health Administration, the Regional Water Quality Control Board, the EPA or any Air Quality Management District cited or assessed penalties against your firm in the past five years?

*(NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, you need not include information about it.)*

yes \_\_\_\_\_ no \_\_\_\_\_

If yes, explain: \_\_\_\_\_

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

36. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

\_\_\_\_\_

37. How often do you conduct documented safety inspections on a construction site?

Daily \_\_\_\_\_ Weekly \_\_\_\_\_ Quarterly \_\_\_\_\_

38. Have any of the subcontractors you retained ever received a serious or willful industrial safety violation during the last five (5) years?      yes \_\_\_\_\_ no \_\_\_\_\_

If yes, list each subcontractor and explain below. (Please use additional pages if necessary)

Subcontractor: \_\_\_\_\_ License No.: \_\_\_\_\_

Explain: \_\_\_\_\_

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

Subcontractor: \_\_\_\_\_ License No.: \_\_\_\_\_

Explain: \_\_\_\_\_

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

EXHIBIT "A"

**PREQUALIFICATION DOCUMENTS & FORMS**

ARBITRATION & LITIGATION HISTORY

*(Copy as necessary to report all claims)*

*NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a subcontract and a project owner. Also, you may omit reference to all disputes involving amounts of less than \$50,000.00.*

39. In the past five years, has any claim against your firm concerning your firm's work on a construction project, been **filed in court or arbitration**?                      yes \_\_\_\_\_ no \_\_\_\_\_

If yes, please provide the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution):

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40. In the past five years, has any claimant against your firm made any claim against a project owner concerning work on a project or payment for a contract, and **filed that claim in court or arbitration**?                      yes \_\_\_\_\_ no \_\_\_\_\_

If yes, please identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution):

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EXHIBIT "A"

**PREQUALIFICATION DOCUMENTS & FORMS**

FINANCIAL INFORMATION

41. Reviewed or audited statements will be required for projects under \$7,000,000. Note: A compilation is not acceptable. Audited statements will ONLY be required for all construction projects totaling \$7,000,000 or more.

(A certificate of a licensed accountant will be required in all cases)

**COMPLETE THIS CERTIFICATE FOR AN AUDIT OF FINANCIAL STATEMENT**

STATE OF: \_\_\_\_\_

We have examined the Financial Statement of \_\_\_\_\_  
as of \_\_\_\_\_. Our examination was made in accordance with generally  
accepted auditing standards, and accordingly included such texts of the accounting records and  
such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying financial statement included on pages \_\_\_\_\_ to \_\_\_\_\_,  
inclusive, sets forth fairly the financial condition of \_\_\_\_\_  
as of \_\_\_\_\_, in conformity with generally accepted accounting principles.

\_\_\_\_\_  
(Type Name of Firm)

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

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(License Number)



EXHIBIT "A"

FINANCIAL INFORMATION

Reviewed or audited statements will be required for construction contracts under \$7,000,000. Note: A compilation is not acceptable. Audited statements will ONLY be required for all construction contracts totaling \$7,000,000 or more.

(A certificate of a licensed accountant will be required in all cases)

**COMPLETE THIS CERTIFICATE FOR A REVIEW  
ONLY OF FINANCIAL STATEMENT**

We have reviewed the accompanying financial statement of \_\_\_\_\_  
\_\_\_\_\_ as of \_\_\_\_\_. The information  
included in the financial statement is the representation of the management of the above firm.

Based on our review with the exception of the matter(s) described in the following paragraph(s), we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.

\_\_\_\_\_  
(Type Name of Firm)

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

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(License Number)

(NOTE THIS REVIEW CONSISTS PRINCIPALLY OF INQUIRIES OF MANAGEMENT AND APPROPRIATE ANALYTICAL PROCEDURES APPLIED TO THIS FINANCIAL DATA. IT IS SUBSTANTIALLY LESS IN SCOPE THAN AN EXAMINATION IN ACCORDANCE WITH GENERALLY ACCEPTED AUDITING STANDARDS, THE OBJECTIVE OF WHICH IS THE EXPRESSION OF AN OPINION REGARDING THE FINANCIAL STATEMENTS TAKEN AS A WHOLE. ACCORDINGLY, WE HAVE NOT EXPRESSED SUCH AN OPINION.)

Special note to Accountant:

The above Certificates of Accountant shall not be made by any individual who is in the regular employ of the individual, partnership or corporation submitting the statement, nor by any individual who is a member of the firm with more than a 10 percent financial interest.

EXHIBIT "A"

**PREQUALIFICATION DOCUMENTS & FORMS**

ACCOUNTANT'S RELEASE LETTER

By signing the form below, I authorize the Colton Joint Unified School District to contact our company's licensed accounting firm to verify our most recent audited or reviewed financial statement. I understand the financial statement is confidential information and is not open to public inspection.

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Name

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Title

---

Company Name

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Date

EXHIBIT "A"

**PREQUALIFICATION DOCUMENTS & FORMS**

GENERAL LETTER OF CREDIT

The following form may be completed by your bank to augment your Working Capital. If it prefers, the bank may issue a Letter of Credit on its own letterhead, provided the Letter of Credit contains substantially the same provisions, and is addressed to the Colton Joint Unified School District and bears an original signature.

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

TO: Colton Joint Unified School District  
Facilities Planning and Construction  
851 South Mt Vernon  
Suite 7A  
Colton, CA 92334

ATTENTION: Mr. Darryl Taylor, Director

SUBJECT: General Letter of Credit

Reference is made to the prequalification of

\_\_\_\_\_  
(Name of Contractor)

Under Board Rules of the Board of Education pertaining to the construction, alteration and maintenance of school district facilities, we certify that the above Contractor has been extended an unqualified line of credit to exceed \$\_\_\_\_\_ and that such credit will not be withdrawn or reduced without 30 days written notice to the District.

It is understood that this letter of credit is to be used by the District solely for determining the financial resources of the said Contractor during the term of his prequalification with the District.

\_\_\_\_\_  
(Name of Financial Institution) Institution No. Code: \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City) (State) (Zip)

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

\_\_\_\_\_  
(Please Type or Print Name and Title)

EXHIBIT "A"

**PREQUALIFICATION DOCUMENTS & FORMS**

FINANCIAL INSTITUTION RELEASE LETTER

*(For use only when augmenting financial rating with a Letter of Credit)*

By signing the form below, I authorize the Colton Joint Unified School District to contact our financial institution to verify our line of credit information. I understand this information is confidential information and is not open to public inspection.

---

Name

---

Title

---

Company Name

---

Date

Verified by Colton Joint Unified School District

---

Name

Date

EXHIBIT "A"

**PREQUALIFICATION DOCUMENTS & FORMS**

PREQUALIFICATION STATEMENT FOR  
COLTON JOINT UNIFIED SCHOOL DISTRICT

Each prospective bidder must have a current and active license at the time of the award and must submit the following information on this form. Bidder must also complete and submit with this questionnaire the attached "Contractor's Statement of Experience and Financial Conditions". If necessary, bidder may attach supplemental information as a separate package.

DECLARATION

I, \_\_\_\_\_(printed name) hereby declare that I am the \_\_\_\_\_(title) of \_\_\_\_\_(name of bidder) submitting this Prequalification statement; that I am duly authorized to execute this Prequalification Statement on behalf of the above-named company; and that all information set forth in this Prequalification Statement and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of its submission date. I acknowledge that any false statements, inaccuracies or failure to disclose are grounds for disqualification.

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was  
Subscribed at \_\_\_\_\_ (location and city), County of \_\_\_\_\_, State of \_\_\_\_\_, on \_\_\_\_\_(date).

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

(If signed by other than the sole proprietor, general partner, or corporate officer, attach original notarized power of attorney or corporate resolution.)

All information submitted for prequalification evaluation will be considered official information acquired in confidence and the District will maintain its confidentiality to the extent permitted by law.

EXHIBIT "B"

**PREQUALIFICATION POINT SYSTEM**

LICENSE & BACKGROUND INFORMATION

Contractor: \_\_\_\_\_  
(as name appears on license)

Check one of the following:

- Corporation
- Partnership
- Sole Proprietorship
- Joint Venture

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

License Number(s): \_\_\_\_\_

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

Tax ID Number: \_\_\_\_\_

Date Business Formed: \_\_\_\_\_ Date Incorporated: \_\_\_\_\_

If a corporation, under the laws of what state was corporation organized: \_\_\_\_\_

Has there been any recent change (last four years) in control of your firm? yes \_\_\_\_\_ no \_\_\_\_\_

If yes, please explain: \_\_\_\_\_

***"No" = 5 points***

***"Yes" = 0 points***

Is your firm or its owners connected with other companies as a subsidiary, parent, holding or affiliate? yes \_\_\_\_\_ no \_\_\_\_\_

If yes, please explain: \_\_\_\_\_

**EXHIBIT "B"**

List all corporate officers, partners, proprietors, owners and key personnel:

Name	Yrs w/ Firm	Position	% of Ownership	Social Security #

Is your firm currently the debtor in a bankruptcy case?    yes \_\_\_\_\_ no \_\_\_\_\_

***"No" = 0 points***

***"Yes" = Automatic Disqualification***

Has your firm or any of its owners, officers or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

yes \_\_\_\_\_ no \_\_\_\_\_

***"No" = 0 points***

***"Yes" = Automatic Disqualification***

Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, local law or regulatory violations related to construction?

yes \_\_\_\_\_ no \_\_\_\_\_

***"No" = 0 points***

***"Yes" = Automatic Disqualification***

In the last five years, has you firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

yes \_\_\_\_\_ no \_\_\_\_\_    If yes, explain: \_\_\_\_\_

***"No" = 0 points***

***"Yes" = Automatic Disqualification***

EXHIBIT "B"

In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

yes \_\_\_\_\_ no \_\_\_\_\_ If yes, explain: \_\_\_\_\_

---

***"No" = 0 points***

***"Yes" = Automatic Disqualification***

Has your firm, or any firm with which any of your company's owners, officers or partners was associated, ever been terminated for convenience or cause on a public works contract?

yes \_\_\_\_\_ no \_\_\_\_\_

***"No" = 0 points***

***"Yes" = Automatic Disqualification***



EXHIBIT "B"

**PREQUALIFICATION POINT SYSTEM**

INSURANCE INFORMATION

Do you currently have a minimum of \$2,000,000.00 combined comprehensive single limit liability insurance? Please provide a Certificate of Insurance as verification.

yes \_\_\_\_\_ no \_\_\_\_\_ (Please provide a current Certificate of Insurance as verification)

**"No" = 5 points**

**"Yes" = 0 points**

Insurance Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

How long have you been with this insurance company? \_\_\_\_\_

If under two years, please list prior insurance companies below: \_\_\_\_\_

Insurance Company	Address	Phone	Contact Person	Year(s)

In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm? yes \_\_\_\_\_ no \_\_\_\_\_

**5 points for "No"**

**2 points for "Yes" indicating 1 such instance**

**0 points for "Yes" indicating more than 1 such instance**

EXHIBIT "B"

**PREQUALIFICATION POINT SYSTEM**

SURETY INFORMATION

Provide a statement listing names of all surety companies, not agencies, utilized by prospective bidder in the last five (5) years. State whether the surety or sureties bonding bidder's projects have been required or requested to complete any part of bidder's work during the last five (5) years. *Please provide a letter stating bondability for this project from current surety company.*

Surety Company	Contact Person	Address	Phone No. Fax No.	Largest Bond	Year

During the last five years, has your firm ever been denied coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

yes \_\_\_\_\_ no \_\_\_\_\_ If yes, explain: \_\_\_\_\_

---

***"No" = 5 points***

***"Yes" = 0 points***

EXHIBIT "B"

At any time during the past five years, has any surety company made any payments on your firm's behalf to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?

yes \_\_\_\_\_ no \_\_\_\_\_ If yes, explain: \_\_\_\_\_

\_\_\_\_\_

*10 points for "No"*

*2 points for "Yes" indicating 1 such claim*

*0 points for "Yes" indicating more than 1 such claim*

Has your firm ever failed to complete a contract? yes \_\_\_\_\_ no \_\_\_\_\_

If yes, explain: \_\_\_\_\_

\_\_\_\_\_

*"No" = 10 points*

*"Yes" = 0 points*

How many projects is your firm currently bonded for? \_\_\_\_\_

What are the contract amounts your firm has currently bonded?

Contracts	Amount Bonded

EXHIBIT "B"

**PREQUALIFICATION POINT SYSTEM**

PERFORMANCE

How many years has your organization been in business in California as a contractor under your present business name and license number? \_\_\_\_\_

*2 full years = 1 point    3 years = 2 points    4 years = 3 points*  
*5 years = 4 point    6 years or more = 5 points*

Has any California State License Board held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended or revoked within the past five years?    yes \_\_\_\_\_    no \_\_\_\_\_

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_

*"No" = 5 points                      "Yes" = 0 points*

In what type of construction do you specialize: \_\_\_\_\_  
\_\_\_\_\_

*Related = 5 points                      Unrelated = 0 points*

What was the largest amount of work completed in one year? \_\_\_\_\_

# of projects: \_\_\_\_\_ year: \_\_\_\_\_ amount of largest project: \_\_\_\_\_

*Rating (0 to 5 with 5 being the maximum number of points)*

If your firm is not currently in bankruptcy, was your firm in bankruptcy at any time during the last five years?yes \_\_\_\_\_    no

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*"No" = 5 points                      "Yes" = 0 points*

What size projects do you feel your firm can undertake?

Single project \$ \_\_\_\_\_ Total work in progress \$ \_\_\_\_\_

EXHIBIT "B"

Has your firm ever failed to complete a public contract within the authorized contract time?

yes \_\_\_\_\_ no \_\_\_\_\_ If yes, explain: \_\_\_\_\_

---

***10 points for "No"***

***2 points for "Yes" indicating 1 such instance***

***0 points for "Yes" indicating more than 1 such instance***

At any time during the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private entity?

yes \_\_\_\_\_ no \_\_\_\_\_ If yes, explain: \_\_\_\_\_

---

***"No" = 10 points***

***If there was no more than one such project for which the liquidated damages assessed and paid was less than \$10,000.00 = 5 points***

***Any other answer = 0 points***

Are there any outstanding liens/stop notices for labor and/or material filed against your firm on any contracts which have been done or are being done by your firm?

yes \_\_\_\_\_ no \_\_\_\_\_ If yes, explain: \_\_\_\_\_

---

***5 points for "No"***

***2 points for "Yes" indicating 1 such notice***

***0 points for "Yes" indicating more than 1 such notice***

Please provide a list of all projects constructed by your firm utilizing sheet metal roofing and insulated metal wall panels, at least two of which are California High School or Community College projects, with a construction contract value of at least \$2M completed since 2005.

Include the name of the school, District, Construction Manager or General Contractor, Owner's Representative, Architect, scope of the project, value and completion date, as well as contact information for the individuals listed.

Additional projects demonstrating sheet metal roofing and insulated metal wall panels from smaller scale projects in contract value range of \$1M can be submitted as well. Attach separate sheets.

***10 points for evidence of at least four projects as stipulated above***

***2 points for each project more than four, (\$2M value) maximum of 10 points***

***1 point for each project more than four, (\$1M value) maximum 10 points***

***0 points for less than five projects***

EXHIBIT "B"

**PREQUALIFICATION POINT SYSTEM**

SAFETY PROGRAM & WORKERS' COMPENSATION

Each bidder shall submit a copy of the bidder's established safety/injury prevention program which complies with the Contract Documents and all applicable governmental regulations. After determination of the successful bidder, its subcontractors must submit a copy of their respective safety/injury prevention programs within five (5) days of the District's request.

If the bidder and/or its subcontractors have not established a safety/injury prevention program, the bidder and/or its subcontractors agree to implement a mutually agreed upon Project Safety Plan prepared by the District taking into account the bidder's experience, expertise, existing labor agreements relating to safety issues and any unique safety issues relating to the project. If the bidder and/or its subcontractors have established a safety/injury prevention program, but the District determines it does not comply with the Contract Documents, all applicable governmental regulations, or is deficient for any reason whatsoever, the bidder and/or its subcontractors agree to implement a mutually agreed upon Project Safety Plan prepared by the District.

Bidder: \_\_\_\_\_

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

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

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

Each bidder shall submit its workers' compensation experience modification factor. After determination of the successful bidder, its subcontractors must submit their workers compensation modification factor within five (5) days of District's request.

List your firm's Experience Modification Rate (EMR) (California Workers' Compensation Insurance) for each of the past premium years:

Current Year: \_\_\_\_\_

Previous Year: \_\_\_\_\_

Year Prior to Previous Year: \_\_\_\_\_

***5 points for 3-year average EMR of 1.00 or less***

***2 points for 3-year average EMR of more than 1.00 but no more than 1.25***

***0 points for any other EMR***

EXHIBIT "B"

Within the last five years, has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

yes \_\_\_\_\_ no \_\_\_\_\_ If yes, explain: \_\_\_\_\_

---

***"No" = 5 points***

***"Yes" = 0 points***

Has there been more than one occasion during the last five years on which your firm was required to pay either back wages or penalties for your firm's failure to comply with the **state's** prevailing wage laws? (*NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.*)

yes \_\_\_\_\_ no \_\_\_\_\_ If yes, explain: \_\_\_\_\_

---

***5 points for "No"***

***2 points for "Yes" indicating 1 such occasion***

***0 points for "Yes" indicating more than 1 such occasion***

During the last five years, has there been more than one occasion on which your own firm has been penalized or required to pay back wages for failure to comply with **federal** Davis-Bacon prevailing wage requirements?

yes \_\_\_\_\_ no \_\_\_\_\_ If yes, explain: \_\_\_\_\_

---

***5 points for "No"***

***2 points for "Yes" indicating 1 such occasion***

***0 points for "Yes" indicating more than 1 such occasion***

EXHIBIT "B"

**PREQUALIFICATION POINT SYSTEM**

INDUSTRIAL SAFETY RECORD

Each bidder, and its subcontractors, must declare any serious or willful violations of Part 1 (commencing with Section 6300) of Division 5 of the California Labor Code received during the last five years. This information must include all construction work undertaken in the United States by the bidder and any affiliate of the bidder. Separate information shall be submitted for each particular partnership, joint venture, corporation, Limited Liability Company or individual bidder or subcontractor. The bidder or its subcontractors may be requested to submit additional information or explanation of data, which District may require for evaluating the safety record. The term "affiliate" shall mean any firm, corporation, partnership, joint venture, limited liability company or association which is a member, joint venturer or partner of the bidder, or any such entity which owns a substantial interest in or is owned in common with the bidder, its subcontractor or any of its members, joint venturers or partners, or any such entity in which the bidder, its subcontractor, or any of their members, joint venturers or partners own a substantial interest.

Has your firm ever received a serious or willful industrial safety violation during the last five (5) years? yes \_\_\_\_\_ no \_\_\_\_\_ If yes, explain: \_\_\_\_\_

---

***5 points for "No"***

***2 points for "Yes" indicating 1 such occasion***

***0 points for "Yes" indicating more than 1 such occasion***

Has CAL OSHA cited and assessed penalties against your firm for any "serious", "willful" or "repeat" violations of its safety or health regulations in the past five years? (*NOTE: If you have filed an appeal of a citation and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.*)

yes \_\_\_\_\_ no \_\_\_\_\_ If yes, explain: \_\_\_\_\_

---

***5 points for "No"***

***2 points for "Yes" indicating 1 such occasion***

***0 points for "Yes" indicating more than 1 such occasion***



EXHIBIT "B"

Has any one of the following agencies: the federal Occupational Safety and Health Administration, the EPA or any Air Quality Management District cited and assessed penalties against your firm in the past five years? ( NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, you need not include information about it.)

yes \_\_\_\_\_ no \_\_\_\_\_ If yes, explain: \_\_\_\_\_

---

**5 points for "No"**

**2 points for "Yes" indicating 1 such occasion**

**0 points for "Yes" indicating more than 1 such occasion**

How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project? \_\_\_\_\_

**5 points for once a week or more often**

**0 points for any other answer**

How often do you conduct documented safety inspections on a construction site?

Daily \_\_\_\_\_ Weekly \_\_\_\_\_ Quarterly \_\_\_\_\_

**5 points for "Daily"**

**2 points for "Weekly"**

**0 points for any other answer**

Have any of the subcontractors you retained ever received a serious or willful industrial safety violation during the last five (5) years? yes \_\_\_\_\_ no \_\_\_\_\_

If yes, list each subcontractor and explain below. (Please use additional pages if necessary)

Subcontractor: \_\_\_\_\_ License No.: \_\_\_\_\_

Explain: \_\_\_\_\_

**5 points for "No"**

**2 points for "Yes" indicating 1 subcontractor**

**0 points for "Yes" indicating more than 1 subcontractor**

EXHIBIT "B"

**PREQUALIFICATION POINT SYSTEM**

**ARBITRATION & LITIGATION HISTORY**

*(Copy as necessary to report all claims)*

*NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a subcontract and a project owner. Also, you may omit reference to all disputes involving amounts of less than \$50,000.00.*

In the past five years, has any claim against your firm concerning your firm's work on a construction project, been **filed in court or arbitration**?                      yes \_\_\_\_\_ no \_\_\_\_\_

If yes, please provide the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution):

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*5 points for "No"*

*2 points for "Yes" indicating 1 such claim*

*0 points for "Yes" indicating more than 1 such claim*

In the past five years, has any claimant against your firm made any claim against a project owner concerning work on a project or payment for a contract, and **filed that claim in court or arbitration**?

yes \_\_\_\_\_ no

If yes, please identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution):

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*5 points for "No"*

*2 points for "Yes" indicating 1 such claim*

*0 points for "Yes" indicating more than 1 such claim*

EXHIBIT "B"

**PREQUALIFICATION POINT SYSTEM**

FINANCIAL INFORMATION

Reviewed or audited statements will be required for projects under \$7,000,000. Note: A compilation is not acceptable. Only audited statements will be required for all construction projects totaling \$7,000,000 or more.

(A certificate of a licensed accountant will be required in all cases)

**COMPLETE THIS CERTIFICATE FOR AN AUDIT OF FINANCIAL STATEMENT**

STATE OF: \_\_\_\_\_

We have examined the Financial Statement of \_\_\_\_\_ as of \_\_\_\_\_. Our examination was made in accordance with generally accepted auditing standards, and accordingly included such texts of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying financial statement included on pages \_\_\_\_\_ to \_\_\_\_\_, inclusive, sets forth fairly the financial condition of \_\_\_\_\_ as of \_\_\_\_\_, in conformity with generally accepted accounting principles.

\_\_\_\_\_  
(Type Name of Firm)

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

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(License Number)

*Financial Condition Rating (0 to 5 with 5 being the maximum number of points)*

EXHIBIT "B"

**PREQUALIFICATION POINT SYSTEM**

FINANCIAL INFORMATION

Reviewed or audited statements will be required for projects under \$7,000,000. Note: A compilation is not acceptable. Only audited statements will be required for all construction projects totaling \$7,000,000 or more.

(A certificate of a licensed accountant will be required in all cases)

**COMPLETE THIS CERTIFICATE FOR A REVIEW  
ONLY OF FINANCIAL STATEMENT**

We have reviewed the accompanying financial statement of \_\_\_\_\_  
\_\_\_\_\_ as of \_\_\_\_\_. The information  
included in the financial statement is the representation of the management of the above firm.

Based on our review with the exception of the matter(s) described in the following paragraph(s), we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.

\_\_\_\_\_  
(Type Name of Firm)

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

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(License Number)

(NOTE THIS REVIEW CONSISTS PRINCIPALLY OF INQUIRIES OF MANAGEMENT AND APPROPRIATE ANALYTICAL PROCEDURES APPLIED TO THIS FINANCIAL DATA. IT IS SUBSTANTIALLY LESS IN SCOPE THAN AN EXAMINATION IN ACCORDANCE WITH GENERALLY ACCEPTED AUDITING STANDARDS, THE OBJECTIVE OF WHICH IS THE EXPRESSION OF AN OPINION REGARDING THE FINANCIAL STATEMENTS TAKEN AS A WHOLE. ACCORDINGLY, WE HAVE NOT EXPRESSED SUCH AN OPINION.)

Special note to Accountant:

The above Certificates of Accountant shall not be made by any individual who is in the regular employ of the individual, partnership or corporation submitting the statement, nor by any individual who is a member of the firm with more than a 10 percent financial interest.

*Financial Condition Rating (0 to 5 with 5 being the maximum number of points)*

EXHIBIT "B"

**PREQUALIFICATION POINT SYSTEM**

ACCOUNTANT'S RELEASE LETTER

By signing the form below, I authorize the Colton Joint Unified School District to contact our company's licensed accounting firm to verify our most recent audited or reviewed financial statement. I understand the financial statement is confidential information and is not open to public inspection.

---

Name

---

Title

---

Company Name

---

Date

EXHIBIT "B"

**PREQUALIFICATION POINT SYSTEM**

GENERAL LETTER OF CREDIT

The following form may be completed by your bank to augment your Working Capital. If it prefers, the bank may issue a Letter of Credit on its own letterhead, provided the Letter of Credit contains substantially the same provisions, and is addressed to the Colton Joint Unified School District and bears an original signature.

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

TO: Colton Joint Unified School District  
851 South Mt. Vernon Avenue  
Suite 7A  
Colton, CA 92324

ATTENTION: Mr. Darryl Taylor, Director

SUBJECT: General Letter of Credit

Reference is made to the prequalification of

\_\_\_\_\_  
(Name of Contractor)

Under Board Rules of the Board of Education pertaining to the construction, alteration and maintenance of School District Facilities, we certify that the above Contractor has been extended an unqualified line of credit to exceed \$\_\_\_\_\_ and that such credit will not be withdrawn or reduced without 30 days written notice to the District.

It is understood that this letter of credit is to be used by the District solely for determining the financial resources of the said Contractor during the term of his prequalification with the District.

\_\_\_\_\_  
(Name of Financial Institution) Institution No. Code: \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City) (State) (Zip)

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

\_\_\_\_\_  
(Please Type or Print Name and Title)

***Credit Rating (0 to 5 with 5 being the maximum number of points)***

EXHIBIT "B"

**PREQUALIFICATION POINT SYSTEM**

FINANCIAL INSTITUTION RELEASE LETTER

*(For use only when augmenting financial rating with a Letter of Credit)*

By signing the form below, I authorize the Colton Joint Unified School District to contact our financial institution to verify our line of credit information. I understand this information is confidential information and is not open to public inspection.

---

Name

---

Title

---

Company Name

---

Date

Verified by Colton Joint Unified School District

---

Name

Date

EXHIBIT "B"

**PREQUALIFICATION POINT SYSTEM**

PREQUALIFICATION STATEMENT FOR  
COLTON JOINT UNIFIED SCHOOL DISTRICT

Each prospective bidder must have a current and active license at the time of the award and must submit the following information on this form. Bidder must also complete and submit with this questionnaire the attached "Contractor's Statement of Experience and Financial Conditions". If necessary, bidder may attach supplemental information as a separate package.

DECLARATION

I, \_\_\_\_\_(printed name) hereby declare that I am the \_\_\_\_\_(title) of \_\_\_\_\_(name of bidder) submitting this Prequalification statement; that I am duly authorized to execute this Prequalification Statement on behalf of the above-named company; and that all information set forth in this Prequalification Statement and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of its submission date. I acknowledge that any false statements, inaccuracies or failure to disclose are grounds for disqualification.

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was subscribed at \_\_\_\_\_ (location and city), County of \_\_\_\_\_, State of \_\_\_\_\_, on \_\_\_\_\_(date).

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

(If signed by other than the sole proprietor, a general partner or corporate officer, attach original notarized power of attorney or corporate resolution.)

All information submitted for prequalification evaluation will be considered official information acquired in confidence and the District will maintain its confidentiality to the extent permitted by law.



## **BOARD AGENDA**

**REGULAR MEETING  
January 19, 2012**

### **ADMINISTRATIVE REPORTS**

**TO:** **Board of Education**

**PRESENTED BY:** Mike Snellings, Assistant Superintendent, Educational Services Division

**SUBJECT:** **Quarterly Uniform Complaint Report Summary  
(October through December 2011)**

**GOALS:** Student Performance, Personnel Development, Facilities/Support Services, Budget Planning, School Safety & Attendance, Community Relations, & Parent Involvement

**STRATEGIC PLAN:** Strategy #2 – Curriculum  
Strategy #4 – Facilities

**BACKGROUND:** As required by Williams Settlement legislation, the quarterly uniform complaint report summary for October, November and December 2011 is provided for your review.

**AR-10.1**

# Williams Settlement Legislation

## Quarterly Report Summary (2011)

### Quarterly Uniform Complaint Report Summary For submission to School District Governing Board and County Office of Education

District Name: Colton Joint Unified School District  
Quarter covered by this report: October, November and December 2011

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

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

Submitted by: Mike Snellings

Title: Assistant Superintendent, Student Services Division

**BOARD AGENDA**

**REGULAR MEETING  
January 19, 2012**

**ADMINISTRATIVE REPORT**

**TO:** **Board of Education**

**PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division

**SUBJECT:** **Approved Disbursements**

**GOAL:** Budget Planning

**STRATEGIC PLAN:** Strategy #1 – Communication      Strategy #4 – Facilities  
Strategy #2 – Curriculum      Strategy #5 – College Career  
Strategy #3 – Decision Making      Strategy #6 – Character

**BACKGROUND:** The Board of Trustees payment report is available at the Board of Education meeting for review. Items listed in the payment report have been approved and paid.

Disbursements have been paid as listed, from batch # 0799 through batch #0991 for the sum of \$12,972,883.30.

**BUDGET IMPLICATIONS:** \$12,972,883.30 paid from funds as listed in the payment report.



**ADMINISTRATIVE REPORT**

**TO:** **Board of Education**

**PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division

**SUBJECT:** **2010-11 Independent Auditor’s Annual Financial Audit Report**

**GOAL:** Budget Planning

**STRATEGIC PLAN:** Strategy #1 – Communication

**BACKGROUND:** Pursuant to Education Code Section 41020, the governing board of each school district must provide for an annual audit of all funds under the jurisdiction and control of the district.

Education Code Section 41020 further requires that no later than December 15 of each year, a copy of the audit report is filed with the County Superintendent of Schools, Department of Education, and the State Controller’s Office. By January 31, the District Governing Board must review the annual audit of the prior year at a public meeting. The annual audit is provided under different cover.

Vavrinek, Trine, Day & Co., LLP (VTD), have prepared this report for the fiscal year 2010-11. As shown on page 71, Reconciliation of Fund Balance, an adjustment is required in the Self Insurance Fund (fund 67) for an increase of \$633,887 in workers’ compensation liability claims. This adjustment does not impact the General Fund ending fund balance. Page 87, Summary of Auditor’s Results, on compliance audit for State Awards, one finding is reported with regards to the semi-annual report to the California Department of Education (CDE) on the number of students served by the After School Education and Safety Program (a corrected report was filed with the CDE on October 12, 2011). Page 94 is the auditor’s Management Letter to the Board where internal control weaknesses are listed with regards to Associated Student Body accounts at Ruth O. Harris and Bloomington middle schools and Bloomington High School.

A representative from VTD will be present to answer the Board’s questions.

The Annual Audit Report (2010-11) is available at the Board of Education meeting for review.



**BOARD AGENDA**

**REGULAR MEETING  
January 19, 2012**

**ADMINISTRATIVE REPORT**

**TO:** Board of Education

**PRESENTED BY:** Jaime R. Ayala, Assistant Superintendent, Business Services Division

**SUBJECT:** **Approved Change Orders Since August 4, 2011 for the Grand Terrace High School Construction Project per Board Resolution 11-65**

**GOAL:** Facilities / Support Services

**STRATEGIC PLAN:** Strategy #4 – Facilities

**BACKGROUND:** The tables below provide the change order history log by individual contractor.

<u>Contractor</u>	Contract Amount	Add	Credit	Cumulative % To Date
<b>Anderson Charnesky Structural Steel, Inc.</b>				
Original Contract Amount	\$5,260,975			
Prior reported change orders		\$10,291.75		0.02%
Change Order No. 76-05-04		\$0		0.02%
Change Order No. 102-05-05		\$38,557.76		0.93%
Change Order No. 115-05-06		\$ 6,098.00		1.04%
Change Order No. 119-05-07		\$32,347.41		1.66%

**Change Order # 76-05-04 Detail: \$0**

1. Extension of contract duration.

**Change Order # 102-05-05 Detail: \$38,557.76**

1. Back charge to contractor for corrective work.
2. Install tube steel for parapet walls at expansion joint at Bldg G3.
3. Layout and install correct embed plates on top of CMU wall in Bldg G2 radius.
4. Provide wall mounted bracket for the wrestling mat hoist in Bldg B.
5. Layout and install channels to clamp horizontal lighting pipes in Bldg A2.
6. Provide steel pipe supports at 3 locations in Bldg D, E, and F.

**Change Order # 115-05-06 Detail: \$6,098.00**

1. Revised door A030 to be enlarged by 8 inches.

**Change Order # 119-05-07 Detail: \$32,347.41**

1. Provide labor, material, and equipment required to install supports for typical pipe and duct openings in floor decking at Bldg D, E, and F.
2. Revise guardrails/handrails at ramps in lecture hall A081.

<b><u>Contractor</u></b> <b>Dow Diversified, Inc.</b>	Contract Amount	Add	Credit	Cumulative % To Date
Original Contract Amount	\$1,565,231			
Prior reported change orders			\$12,209.95	-0.78%
Change Order No. 77-06-04		\$0		-0.78%
Change Order No. 94-06-05		\$8,424.00		-0.24%

**Change Order # 77-06-04 Detail: \$0**

1. Extension of contract duration.

**Change Order # 94-06-05 Detail: \$8,424.00**

1. Casework were revised and new ones added in Bldg G.
2. Changes from marker boards to tack boards in all typical classrooms.
3. Base cabinets were added to room G059.

<b><u>Contractor</u></b> <b>Best Contracting, Inc.</b>	Contract Amount	Add	Credit	Cumulative % To Date
Original Contract Amount	\$1,648,272			
Prior reported change orders		\$400,846.24		24.32%
Change Order No. 78-07-02		\$0		24.32%
Change Order No. 90-07-03		\$ 5,664.96		24.66%
Change Order No. 117-07-05		\$ 22,670.11		26.04%

**Change Order # 78-07-02 Detail: \$0**

1. Extension of contract duration.

**Change Order # 90-07-03 Detail: \$5,664.96**

1. Furnish and install 44 lead flashings for equipment pads at Bldg B.

**Change Order # 117-07-05 Detail: \$22,670.11**

1. Premium time for work performed on Saturday 03/16/11.
2. Provide metal soffit panel ceiling at Bldg B, Gymnasium entry.

<b><u>Contractor</u></b> <b>Queen City Glass Co.</b>	Contract Amount	Add	Credit	Cumulative % To Date
Original Contract Amount	\$396,946			
Prior reported change orders		\$4,696.27		1.18%
Change Order No. 83-12-04		\$0		1.18%

**Change Order # 83-12-04 Detail: \$0**

1. Extension of contract duration.

<b><u>Contractor</u></b> <b>FYR Landscaping dba: Pierre Sprinkler</b>	Contract Amount	Add	Credit	Cumulative % To Date
Original Contract Amount	\$1,240,668			
Prior reported change orders		\$79,410.00		6.40%
Change Order No. 88-17-02		\$0		6.40%

**Change Order # 88-17-02 Detail: \$0**

1. Extension of contract duration.



<b>Contractor</b>	Contract Amount	Add	Credit	Cumulative % To Date
<b>Davis Moreno Construction, Inc.</b>				
Original Contract Amount	\$7,480,000			
Prior reported change orders		\$58,216.06		0.78%
Change Order No. 89-03-09		\$0		0.78%
Change Order No. 93-03-10		\$ 6,889.12		0.87%
Change Order No. 103-03-11		\$ 2,531.02		0.90%

**Change Order # 89-03-09 Detail: \$0**

1. Per code requirement – revise exterior handrails at split face CMU wall for a smooth surface adjacent to handrail location.
2. Bituminous concrete paving cost increase adjustment based upon the asphalt delivery tickets.

**Change Order # 93-03-10 Detail: \$6,889.12**

1. Additional work hours spent in the re-survey of retaining walls located east of Bldg F and north of Bldg N.
2. Removal and reconstruction of shower curbs in Bldg G.
3. Additional work hours spent in the re-survey of the courtyard planter walls between Bldg A and B.
4. Saw-cut a 4” seismic separation joint on the 2<sup>nd</sup> floor corridor between Bldg. G3 and G4.

**Change Order # 103-03-11 Detail: \$2,531.02**

1. Pour a light weight concrete floor fill over the existing concrete.
2. Revise door A030 to be enlarged by 8 inches.

<b>Contractor</b>	Contract Amount	Add	Credit	Cumulative % To Date
<b>Action Sheet Metal, Inc.</b>				
Original Contract Amount	\$2,027,000			
Prior reported change orders		\$81,171.13		4.00%
Change Order No. 91-08-04			\$1,671.00	3.92%

**Change Order # 91-08-04 Detail: (\$1,671.00)**

1. Eliminate window sill drip flashing at exterior window frames at split face CMU walls.

<b>Contractor</b>	Contract Amount	Add	Credit	Cumulative % To Date
<b>JPI Development Group, Inc.</b>				
Original Contract Amount	\$4,671,000			
Prior reported change orders		\$269,901.59		5.78%
Change Order No. 92-15-10		\$ 3,561.68		5.85%
Change Order No. 99-15-11		\$ 730.75		5.87%
Change Order No. 109-15-12		\$ 10,200.65		6.09%

**Change Order # 92-15-10 Detail: \$3,561.68**

1. Revisions to Fire sprinklers in Bldg. G resubmitted for approval per DSA requirement.
1. Revise condensate drain line to first floor custodian room service sink at Bldg. G.

**Change Order # 99-15-11 Detail: \$730.75**

1. Repair of metal studs in Bldg M that was damaged by welder during installation of roof access ladder.

**Change Order # 109-15-12 Detail: \$10,200.65**

1. Repair of water line in ball fields.
2. Remediation work in Bldg F.
3. Repair broken gas line at pool area, north of Bldg B.
4. Install tees with plugs to all gas pressure regulators.

<b><u>Contractor</u></b> <b>Nevell Group, Inc.</b>	Contract Amount	Add	Credit	Cumulative % To Date
Original Contract Amount	\$4,837,655			
Prior reported change orders		\$296,708.62		6.13%
Change Order No. 95-09-08			\$24,634.00	5.62%
Change Order No. 105-09-09		\$ 10,330.60		5.84%
Change Order No. 120-09-10		\$ 8,353.00		6.01%

**Change Order # 95-09-08 Detail: (\$24,634.00)**

1. Revision to Elevators' door framing.
2. Delete spray-on fireproofing in Theater and in Library, and delete intumescent fireproofing in Gymnasium.
3. An exposed beam over stairs in Bldg G was encapsulated with metal framing and drywall.
4. The ceiling height over the Circulation Room in the Library was raised to accommodate wall-mounted fixtures above windows and door openings.

**Change Order # 105-09-09 Detail: \$10,330.60**

1. Revisions to Admin area of Bldg G, wall and ceiling layout.
2. Metal panel to CMU weather seal.
3. Lowered ceiling height in lecture hall.
4. Adjust soffit framing to maintain a 4" separation between the cafeteria and scramble kitchen.

**Change Order # 120-09-10 Detail: \$8,353.00**

1. Provide plaster ceiling soffit at north entry to Bldg B.

<b><u>Contractor</u></b> <b>Jaynes Corporation of CA</b>	Contract Amount	Add	Credit	Cumulative % To Date
Original Contract Amount	\$3,467,585			
Prior reported change orders	None			
Change Order No. 96-10-08		\$56,071.44		1.62%
Change Order No. 106-10-09		\$ 5,562.00		1.78%

**Change Order # 96-10-08 Detail: \$56,071.44**

1. Provide toilet partitions and delete toilet tissue and paper towel dispensers.
2. Provide and install marquee sign.
3. Revise metal wall panels type B at Bldg D, E, and F stair towers.
4. Provide sheet metal panels to cover the gap between the CMU wall and the roll-up door hood for doors 013A and 013B.
5. Change the size of (3) roll-up doors in Bldg B.

**Change Order # 106-10-09 Detail: \$5,562.00**

1. Bldg A Theater ramp revisions.
2. Upgrade overhead coiling doors.
3. Upgrade overhead counter service door to be 20-minute rated with a fusible link to close off the opening for the 1-hour rated corridor.
4. Provide fire extinguishers in all elevator machine rooms.
5. Revise door A030 to be enlarged by 8 inches.
6. Revisions to exterior scoreboard legs at Football & Baseball; Credit back for changing varsity softball scoreboard model.
7. Delete full mortar bed at walk in freezer/cooler.

<b>Contractor</b> <b>Bithell, Inc.</b>	Contract Amount	Add	Credit	Cumulative % To Date
Original Contract Amount	\$499,500			
Prior reported change orders		\$11,500.16		2.30%
Change Order No. 97-11-05		\$31,622.65		8.63%

**Change Order # 97-11-05 Detail: \$31,622.65**

1. Additional painting in Bldgs A, D, E, F, and G due to deletion of tack boards.

<b>Contractor</b> <b>Donald M. Hoover Co.</b>	Contract Amount	Add	Credit	Cumulative % To Date
Original Contract Amount	\$706,790			
Prior reported change orders			\$3,746.74	-0.53%
Change Order No. 98-14-04		\$5,522.00		0.25%
Change Order No. 114-14-05		\$0		0.25%

**Change Order # 98-14-04 Detail: \$5,522.00**

1. Extension of contract duration.

**Change Order # 114-14-05 Detail: \$0**

1. Relative humidity testing at Bldg D & E (allowance cost).

<b>Contractor</b> <b>Daniel's Electrical Construction Co., Inc.</b>	Contract Amount	Add	Credit	Cumulative % To Date
Original Contract Amount	\$7,879,000			
Prior reported change orders		\$659,324.68		8.37%
Change Order No. 100-16-15		\$ 18,586.00		8.60%
Change Order No. 110-16-16		\$ 6,913.00		8.69%

**Change Order # 100-16-15 Detail: \$18,586.00**

2. Revise the fixtures and the power, low-voltage, and fire alarm systems in Bldg. G.

**Change Order # 110-16-16 Detail: \$6,913.00**

1. Cost to provide fiber optic data feed to the Marque sign.
2. Provide power/receptacles, related conduit and wire; and control conduit & boxes for projection screens in the theater and lecture hall.

<b>Contractor</b> <b>Suffolk Construction Co.</b>	Contract Amount	Add	Credit	Cumulative % To Date
--	-----------------	-----	--------	----------------------

Original Contract Amount	\$17,563,434			
Prior reported change orders	None			
Change Order No. 101-18-01		\$3,726.67		0.02%
Change Order No. 111-18-02			\$34,951.77	-0.18%
Change Order No. 112-18-03		\$0		-0.18%
Change Order No. 121-18-04		\$0		-0.18%

**Change Order # 101-18-01 Detail: \$3,726.67**

1. Revise the glazing in Bldg G to conform to specifications.

**Change Order # 111-18-02 Detail: (\$34,951.77)**

1. Bldg C revisions to door 002.
2. Delete priming of asphalt paving.
3. Provide Cal-trans CMB in lieu of CAB.
4. Provide new water line to eye wash in acid and chlorine rooms.
5. Revise Bldg L grading, footing, and landscape area.

**Change Order # 112-18-03 Detail: \$0**

1. Modify CMU walls at electrical enclosures.
2. Proceed with the additional conduit from vault C6 in order to supply Bldg H.
3. Provide over excavation of Bldg H earthwork.
4. Core drill at power and signal vaults.

**Change Order # 121-18-04 Detail: \$0**

1. Bldg L sewer tie-in due to elevation conflicts.
2. Waterproofing at east side exterior of Bldg L.

<b><u>Contractor</u></b> <b>West-Tech Mechanical, Inc.</b>	Contract Amount	Add	Credit	Cumulative % To Date
Original Contract Amount	\$4,655,500			
Prior reported change orders		\$2,554.40		0.05%
Change Order No. 108-13-05		\$0		0.05%

**Change Order # 108-13-05 Detail: \$0**

1. Revise ceiling heights at Bldg D, E, F, and G.

Change Order Recap:

Change Order No. 73 through 75	Voided
Change Order No. 76-05-04	\$0
Change Order No. 77-06-04	\$0
Change Order No. 78-07-02	\$0
Change Order No. 79 through 82	Voided
Change Order No. 83-12-04	\$0
Change Order No. 84 through 87	Voided
Change Order No. 88-17-02	\$0
Change Order No. 89-03-09	\$0
Change Order No. 90-07-03	\$5,664.96
Change Order No. 91-08-04	(\$1,671.00)
Change Order No. 92-15-10	\$3,561.68
Change Order No. 93-03-10	\$6,889.12
Change Order No. 94-06-05	\$8,424.00
Change Order No. 95-09-08	(\$24,634.00)
Change Order No. 96-10-08	\$56,071.44
Change Order No. 97-11-05	\$31,622.65
Change Order No. 98-14-04	\$5,522.00

Change Order No. 99-15-11	\$730.75
Change Order No. 100-16-15	\$18,586.00
Change Order No. 101-18-01	\$3,726.67
Change Order No. 102-05-05	\$38,557.76
Change Order No. 103-03-11	\$2,531.02
Change Order No. 105-09-09	\$10,330.60
Change Order No. 106-10-09	\$5,562.00
Change Order No. 108-13-05	\$0
Change Order No. 109-15-12	\$10,200.65
Change Order No. 110-16-16	\$6,913.00
Change Order No. 111-18-02	(\$34,951.77)
Change Order No. 112-18-03	\$0
Change Order No. 114-14-05	\$0
Change Order No. 115-05-06	\$6,098.00
Change Order No. 117-07-05	\$22,670.11
Change Order No. 119-05-07	\$32,347.41
Change Order No. 120-09-10	\$8,353.00
Change Order No. 121-18-04	\$0
Total	\$223,106.05

**BUDGET**

**IMPLICATIONS:**

State Fund 35 Expenditure: \$223,106.05

