



## GOLETA UNION SCHOOL DISTRICT

### AGENDA

Citizens' Bond Oversight Committee (Measure M)

May 30, 2023

Goleta Union School District Board Room

401 N. Fairview Avenue, Goleta | 5:30 pm

#### ORDER OF BUSINESS

- |   |                           |
|---|---------------------------|
| 1. Welcome and Call to Order                  | CBOC Chair                |
| 2. Roll Call                                  | CBOC Chair                |
| 3. Action: Approve Agenda                     | CBOC Chair                |
| 4. Action: Approve Minutes from Prior Meeting | CBOC Chair                |
| 5. Progress Report: Summer 2023 Projects      | Leon Cavallo, Kitchell CM |
| 6. Reports: Project and Budget Update         | Conrad Tedeschi           |
| 7. Public Comment (Non-Agendized Items)       | CBOC Chair                |
| 8. Committee Member Comments                  | CBOC Chair/Members        |
| 9. Adjournment                                | CBOC Chair                |

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## GOLETA UNION SCHOOL DISTRICT

### Minutes

Citizens' Bond Oversight Committee (CBOC) (Measure M)  
March 21, 2023, 5:30 p.m.

### Attendance

|   |                                 |
|---|---------------------------------|
| Michael Grillo, Chairperson                   | Kim Tesoro, Committee Member    |
| Larry Hansen, Vice Chairperson                | Jorge Velasco, Committee Member |
| Conrad Tedeschi, Asst. Supt., Fiscal Services |                                 |

### Not In Attendance

|   |  |
|---|--|
| Dr. Diana Galindo-Roybal, GUSD Superintendent | Dave Gore, Committee Member              |
| Rajeev Bajaj, Committee Member                | Cortney Hebert-Rintoul, Committee Member |

Minutes taken by Rosi Maldonado-Shaqr, Administrative Secretary, Fiscal Services

### ORDER OF BUSINESS

**1. Welcome and Call to Order and Pledge of Allegiance - Michael Grillo, CBOC Chairperson**

Mr. Grillo opened the meeting at 5:37 p.m. and led the committee in the pledge of allegiance. Mr. Tedeschi welcomed everyone.

**2. Roll Call - Michael Grillo, CBOC Chairperson**

Mr. Grillo took roll.

**3. Approve Agenda- Michael Grillo, CBOC Chairperson**

Motion to approve agenda made by: Mr. Larry Hansen

Motion seconded by: Ms. Kim Tesoro

Member Vote: Unanimous in favor

**4. Approve Minutes from December 13, 2023, Michael Grillo, CBOC Chairperson**

Motion to approve minutes from prior meeting made by: Mr. Larry Hansen

Motion seconded by: Mr. Jorge Velasco

Member Vote: Unanimous in favor

**5. Audit Reports and Updates - Conrad Tedeschi**

Mr. Tedeschi reported that Goleta Union School District has contracted with a new local audit firm from Santa Maria, Moss & Levy, starting June 2023. He clarified that up until now GUSD was contracted with the firm EideBailly.

Mr. Tedeschi continued with the review of the Audit Report and reported that there had been no transaction findings for the Building Fund on the use of Measure M funds.

Mr. Grillo asked for clarification on the "material weakness" reported in the Audit Report page 13. Mr. Tedeschi explained that the Government Code requires the balance of unspent Measure M Bond funds must be kept in the County Treasury. GASB 31 requires the Treasury to inform school districts what their cash balances would be if the District were to pull all of the bond money from the County Treasury. This would require the County Treasury to liquidate all investments, which they would never do. GUSD has never recorded the fair value of investments entry required by GASB 31 in the general ledger as auditors normally make it a financial statement adjustment. For the 2021-22 fiscal year, the amount became material, requiring the adjusting entry in the Measure M Bond fund with no real notice to GUSD staff prior to closing the books. The entry was not posted in the general ledger resulting in the audit adjustment and finding in the annual report, for the first time ever. Going forward, Mr. Tedeschi added that the district accountant will record the GASB 31 Fair Market Value Adjustment financial transactions at the end of this fiscal year before the books are closed.

#### **6. Legal Opinion - GUSD Board Presentation - Conrad Tedeschi**

Mr. Tedeschi presented the CBOC bylaws written by attorney Janet Muller of law firm DWK and clarified that the CBOC does not have to provide a report to the GUSD Board of Trustees. Mr. Tedeschi added that the CBOC should present to the GUSD Board of Trustees to keep them informed of the CBOCs work. Mr. Tedeschi and Mr. Grillo agreed to present to the GUSD Board of Trustees at the April 12, 2023 General Board Meeting.

#### **7. Reports: Projects and Budget Update - Conrad Tedeschi**

Mr. Tedeschi reported that the District is in the design phase of the asphalt project for El Camino and Mountain View Schools, roofs and HVAC projects at Ellwood and La Patera Schools and the work will be done over summer 2023. It is estimated that the roof replacements will cost about \$3 million per roof and about \$4-\$5 million per HVAC project and the asphalt project around \$600,000 - \$700,000 dollars for both El Camino and Mountain View Schools. He noted that Leon Cavallo, Program Manager, Kitchell CEM, is the project manager for all these projects. He apprised the Committee with the fact that all of the contracts for these projects will be on the agenda of the April GUSD General Board Meeting for approval and will also be available at the next CBOC meeting for the Committee' review. Mr. Grillo asked if it will be the same contractor for the roofs and HVACs at all sites to which Mr. Tedeschi answered that the projects are all going to be bid out separately. He explained that this would assure that the District will get the most out of the money and make sure that the projects will get done by the start of the 2023-2024 school year. Mr. Grillo asked if two roofing contractors will be working simultaneously at both sites. Mr. Tedeschi answered that both schools will be worked on simultaneously but that it might not be the same contract because it will depend on the bids.

Mr. Tedeschi let everyone know that the playground equipment design and specifications for Mountain View School are with DSA for review and approval and that Brandon and Hollister Schools are in the next phase. He informed the Committee that the work to replace the playground equipment will commence as soon as a Contractor has been selected and the equipment arrives. He continued with the fact that Shawn Dahlen, GUSD MOT Director, will manage this project and that schools do not have to be closed to get this work done but that playgrounds will have to be closed off for about 2-3 weeks while work is being done and completed.

Mr. Tedeschi added that pictures will be posted on the GUSD website once the projects are started for the public to see and that everything will be shown and grouped by school site and project with how much is being spent.

Mr. Tedeschi updated the Committee on the Procore Dashboard. Kitchell CEM is working with the District to get all the budgets, contracts, and invoicing into Procore. GUSD staff will be doing the data entry into Procore and the Dashboard will soon be up and running. Mr. Tedeschi explained that the delay was due to unexpected staffing changes within Kitchell CEM but now Kitchell CEM has contracted with another firm, without any added expense to GUSD, to get the Dashboard up and running as soon as possible. Mr. Tedeschi showed the Committee PDFs of the Dashboard portal with real numbers as a sample of what is currently on the Dashboard.

Mr. Grillo asked who was DSA. Mr. Tedeschi answered that it was the Department of State Architect.

Mr. Tedeschi continued with the financial reporting of the Measure M Bond. Mr. Tedeschi reported that most of the expenditures of the bond funds are soft costs from architects, attorneys, engineers and consultants. He continued with, once summer projects get started the money will be spent down by approximately \$20 million.

#### **8. Public Comment (Non-Agendized Items)**

There were no public comments.

#### **9. Committee Member Comments**

Mr. Hansen asked what happens with the Committee members who have already served their one year term. Mr. Tedeschi replied that he will look into what we need to do about the terms.

Mr. Hansen asked if there had been any significant damages from the rain. Mr. Tedeschi answered that other than minor leaks there have been none. Mr. Tedeschi disclosed that the La Patera Relocatable Classroom Project was affected but this project is not a Measure M bond project. The contractor had to dig an extra five feet because of soil saturation with an extra cost of \$245,000. Mr. Tedeschi reached out to FEMA to see if there were any funds that they could give the District for this extra cost but FEMA replied that it was the contractor's responsibility.

#### **10. Adjournment**

A motion was made at 6:25 p.m. to adjourn the meeting.

Motion made by: Mr. Larry Hansen

Motion seconded by: Mr. Michael Grillo

Member Vote: Unanimous in favor



**Goleta Union School District  
Measure M Community Oversight Committee  
Report of Financial Activity  
Fiscal Year to Date 2022-23**

5/30/2023

**REVENUES**

| Item                        | Amount               |
|-----------------------------|----------------------|
| Interest Earned 2022-23 YTD | \$ 218,019           |
| Net Change in Fair Value    | 185,438              |
| Bond Proceeds - YTD         | 30,007,540           |
| <b>TOTAL RECEIPTS</b>       | <b>\$ 30,410,997</b> |

**EXPENDITURES**

| Item                       | Vendor  | Encumbered          | Expensed          |
|----------------------------|---------|---------------------|-------------------|
| Professional Services      | Various | \$ 422,644          | \$ 428,411        |
| Buildings and Improvements | Various | 2,246,958           | 320,115           |
| Bond Issue Costs           | Various | -                   | 62,461            |
|                            |         | <b>\$ 2,669,602</b> | <b>\$ 810,987</b> |

**FUND EQUITY - Fiscal Year 2022-23**

|                                  | Activity      | Balance              |
|----------------------------------|---------------|----------------------|
| Beginning Balance 7/1/2022       |               | \$ 5,468,243         |
| Revenues                         | \$ 30,410,997 |                      |
| Expenditures/Encumbrances        | (3,480,589)   |                      |
| <b>Equity Balance 05/30/2023</b> |               | <b>\$ 32,398,651</b> |

Prepared by: Conrad L. Tedeschi, CPA  
Assistant Superintendent Fiscal Services

Detail for Dates 03/21/2023 through 05/29/2023

Fiscal Year 2022/23

| Ref#                                   | Pay To Name               | Journal #  | Description                         | Trans Date | Adopted Budget | Revised Budget       | Revenue              | Account Balance    |                 |
|--|---------------------------|------------|-------------------------------------|------------|----------------|----------------------|----------------------|--------------------|-----------------|
| <b>Fund 21 - Building Fund</b>         |                           |            |                                     |            |                |                      |                      |                    |                 |
| 21-0000-0-0000-0000-8660-000-0000-0000 | Interest                  |            |                                     |            |                |                      |                      |                    |                 |
|  |                           |            | Balance Forward                     | 03/21/23   |                |                      | 57,790.20            | 57,790.20-         |                 |
|  |                           | CT23-01378 | INTEREST APPORTIONMENT C,           | 04/20/23   |                |                      | 160,228.45           | 218,018.65-        |                 |
|  |                           |            | Account Total                       | 05/29/23   | .00            | .00                  | 218,018.65           |                    |                 |
| 21-9010-0-0000-0000-8662-000-0000-0000 | GASB 31 Adj               |            |                                     |            |                |                      |                      |                    |                 |
|  |                           |            | To clear out audit adjustment to FI | 04/01/23   |                |                      | 185,438.00           | 185,438.00-        |                 |
| 21-9010-0-0000-0000-8951-000-0000-0000 | Bond Proceeds             |            |                                     |            |                |                      |                      |                    |                 |
|  |                           |            | Balance Forward                     | 03/21/23   |                | 30,000,000.00        | 30,000,000.00        |                    |                 |
|  |                           | AR23-01888 | Wire in - Bond Payment              | 03/28/23   |                |                      | 7,539.84             | 7,539.84-          |                 |
|  |                           |            | Account Total                       | 05/29/23   | .00            | 30,000,000.00        | 30,007,539.84        |                    |                 |
|  |                           |            | <b>Total for Revenue Accounts</b>   |            | <b>.00</b>     | <b>30,000,000.00</b> | <b>30,410,996.49</b> | <b>410,996.49-</b> |                 |
| Ref#                                   | Pay To Name               | Journal #  | Description                         | Trans Date | Adopted Budget | Revised Budget       | Encumbered           | Expenditure        | Account Balance |
| 21-9010-0-0000-8500-2400-000-0000-0000 | OthrRstrctLocal,Office    |            |                                     |            |                |                      |                      |                    |                 |
|  |                           |            | Balance Forward                     | 03/21/23   |                |                      |                      |                    |                 |
| 21-9010-0-0000-8500-3304-000-0000-0000 | OthrRstrctLocal,MediClass |            |                                     |            |                |                      |                      |                    |                 |
|  |                           |            | Balance Forward                     | 03/21/23   |                |                      |                      |                    |                 |
| 21-9010-0-0000-8500-3502-000-0000-0000 | OthrRstrctLocal,UI Classi |            |                                     |            |                |                      |                      |                    |                 |
|  |                           |            | Balance Forward                     | 03/21/23   |                |                      |                      |                    |                 |
| 21-9010-0-0000-8500-3602-000-0000-0000 | OthrRstrctLocal,WrkComp2  |            |                                     |            |                |                      |                      |                    |                 |
|  |                           |            | Balance Forward                     | 03/21/23   |                |                      |                      |                    |                 |
| 21-9010-0-0000-8200-5800-000-0000-0000 | OthrRstrctLocal,Prof/Cons |            |                                     |            |                |                      |                      |                    |                 |
|  |                           |            | Balance Forward                     | 03/21/23   | 150,000.00     | 418,920.00           | 179,265.60           | 100,614.74         | 139,039.66      |
| BO23-00065                             | Dannis Woliver Kelley     | EN23-05458 | Legal Services 22-23                | 03/21/23   |                |                      | 36.77-               | 139,076.43         |                 |
| PO23-00098                             | Kitchell/CEM, Inc         | EN23-05460 | Project Management for Measure      | 03/28/23   |                |                      | 69,620.00-           | 208,696.43         |                 |
| PO23-00098                             | Kitchell/CEM, Inc         | EX23-04723 | Project Management for Measure      | 03/28/23   |                |                      |                      | 143,016.43         |                 |
| PO23-00098                             | Kitchell/CEM, Inc         | EX23-04724 | Project Management for Measure      | 03/28/23   |                |                      |                      | 139,076.43         |                 |
| PO23-00098                             | Jennifer L Vail           | EX23-05219 | Consulting Services                 | 04/25/23   |                |                      |                      | 138,063.93         |                 |
| PO23-00098                             | Kitchell/CEM, Inc         | EN23-06317 | Project Management for Measure      | 05/09/23   |                |                      | 41,229.50-           | 179,293.43         |                 |
| BO23-00065                             | Dannis Woliver Kelley     | EN23-06672 | Legal Services 22-23                | 05/23/23   |                |                      | 194.06-              | 179,487.49         |                 |
| BO23-00065                             | Dannis Woliver Kelley     | EX23-05703 | Legal Services 22-23                | 05/23/23   |                |                      | 172.50               | 179,314.99         |                 |
|  |                           |            | Account Total                       | 05/29/23   | 150,000.00     | 418,920.00           | 68,185.27            | 171,419.74         |                 |
| 21-9010-0-0000-8500-5800-000-0000-0000 | OthrRstrctLocal,Prof/Cons |            |                                     |            |                |                      |                      |                    |                 |
|  |                           |            | Balance Forward                     | 03/21/23   |                | 800,000.00           | 9,014.49             | 1,485.51           | 789,500.00      |

Detail for Dates 03/21/2023 through 05/29/2023

Fiscal Year 2022/23

| Ref#                                       | Pay To Name               | Journal #  | Description                   | Trans Date | Adopted Budget | Revised Budget    | Encumbered          | Expenditure       | Account Balance     |
|--|---------------------------|------------|-------------------------------|------------|----------------|-------------------|---------------------|-------------------|---------------------|
| <b>Fund 21 - Building Fund (continued)</b> |                           |            |                               |            |                |                   |                     |                   |                     |
| 21-9010-0-0000-8500-081-0000-PLAY          | OthrRstrctLocal,Prof/Cons |            | Balance Forward               | 03/21/23   |                | 35,420.00         | 30,408.93           | 5,011.07          |                     |
| 21-9010-0-0000-8500-083-0000-PLAY          | OthrRstrctLocal,Prof/Cons |            | Balance Forward               | 03/21/23   |                | 33,520.00         | 28,777.73           | 4,742.27          |                     |
| 21-9010-0-0000-8500-084-0000-PLAY          | OthrRstrctLocal,Prof/Cons |            | Balance Forward               | 03/21/23   |                | 79,150.00         | 67,952.21           | 11,197.79         |                     |
| 21-9010-0-0000-8500-085-0000-PLAY          | OthrRstrctLocal,Prof/Cons |            | Balance Forward               | 03/21/23   |                | 34,270.00         | 29,421.64           | 4,848.36          |                     |
| 21-9010-0-0000-8500-087-0000-PLAY          | OthrRstrctLocal,Prof/Cons |            | Balance Forward               | 03/21/23   |                | 35,470.00         | 30,451.86           | 5,018.14          |                     |
| 21-9010-0-0000-8500-089-0000-PLAY          | OthrRstrctLocal,Prof/Cons |            | Balance Forward               | 03/21/23   |                | 35,770.00         | 30,709.42           | 5,060.58          |                     |
| 21-9010-0-0000-8500-090-0000-PLAY          | OthrRstrctLocal,Prof/Cons |            | Balance Forward               | 03/21/23   |                | 39,200.00         | 33,654.16           | 5,545.84          |                     |
| 21-9010-0-0000-8500-091-0000-PLAY          | OthrRstrctLocal,Prof/Cons |            | Balance Forward               | 03/21/23   |                | 59,210.00         | 50,833.23           | 8,376.77          |                     |
| 21-9010-0-0000-8500-092-0000-PLAY          | OthrRstrctLocal,Prof/Cons |            | Balance Forward               | 03/21/23   |                | 33,670.00         | 28,906.52           | 4,763.48          |                     |
| 21-9010-0-0000-8500-093-0000-PLAY          | OthrRstrctLocal,Prof/Cons |            | Balance Forward               | 03/21/23   |                | 35,270.00         | 30,280.16           | 4,989.84          |                     |
| PO23-00561                                 | RRM Design Group          | EN23-05767 | GUSD Playground Replacement a | 04/11/23   |                |                   | 15,591.50-          |                   | 15,591.50           |
| PO23-00561                                 | RRM Design Group          | EX23-05015 | GUSD Playground Replacement a | 04/11/23   |                |                   | 9,322.50            |                   | 6,269.00            |
| PO23-00561                                 | RRM Design Group          | EX23-05016 | GUSD Playground Replacement a | 04/11/23   |                |                   | 6,269.00            |                   | .00                 |
| PO23-00561                                 | RRM Design Group          | EN23-06520 | GUSD Playground Replacement a | 05/16/23   |                |                   | 360.00-             |                   | 360.00              |
| PO23-00561                                 | RRM Design Group          | EX23-05550 | GUSD Playground Replacement a | 05/16/23   |                |                   | 20,941.34           |                   | .00                 |
|  |                           |            | Account Total                 | 05/29/23   |                | .00               | 14,328.66           |                   |                     |
| 21-9010-0-0000-9100-5800-000-0000-0000     | OthrRstrctLocal,Prof/Cons |            | Balance Forward               | 03/21/23   |                | 100,000.00        | 342,451.00          | 180,000.00        | 162,451.00          |
| <b>Total for Object 5800</b>               |                           |            |                               |            |                | <b>250,000.00</b> | <b>1,982,321.00</b> | <b>428,644.12</b> | <b>1,131,265.99</b> |
| 21-9010-0-0000-8500-6200-000-0000-0000     | OthrRstrctLocal,BldgImpro |            | Balance Forward               | 03/21/23   |                | 340,000.00        | 5,340,000.00        |                   | 5,340,000.00        |
| 21-9010-0-0000-8500-6200-083-0000-TRIK     | OthrRstrctLocal,BldgImpro |            | Balance Forward               | 03/21/23   |                |                   |                     |                   |                     |
| 21-9010-0-0000-8500-6200-083-0001-TRIK     | OthrRstrctLocal,BldgImpro |            | Balance Forward               | 03/21/23   |                | 42,350.00         | 3,659.12            | 38,690.15         | .73                 |

Detail for Dates 03/21/2023 through 05/29/2023

Fiscal Year 2022/23

| Ref#                                       | Pay To Name               | Journal #  | Description                        | Trans Date | Adopted Budget    | Revised Budget      | Encumbered       | Expenditure       | Account Balance     |
|--|---------------------------|------------|------------------------------------|------------|-------------------|---------------------|------------------|-------------------|---------------------|
| <b>Fund 21 - Building Fund (continued)</b> |                           |            |                                    |            |                   |                     |                  |                   |                     |
| 21-9010-0-0000-8500-6200-089-0000-TRIK     | OthrRstrctLocal,BldgImpro |            | Balance Forward                    | 03/21/23   |                   |                     |                  |                   |                     |
| 21-9010-0-0000-8500-6200-089-0001-TRIK     | OthrRstrctLocal,BldgImpro |            | Balance Forward                    | 03/21/23   | 60,000.00         |                     | 5,105.76         | 53,986.24         | 908.00              |
| 21-9010-0-0000-8500-6200-090-0000-TRIK     | OthrRstrctLocal,BldgImpro |            | Balance Forward                    | 03/21/23   |                   |                     |                  |                   |                     |
| 21-9010-0-0000-8500-6200-090-0001-TRIK     | OthrRstrctLocal,BldgImpro |            | Balance Forward                    | 03/21/23   | 43,000.00         |                     | 3,659.12         | 38,690.15         | 650.73              |
| 21-9010-0-0000-8500-6200-092-0000-TRIK     | OthrRstrctLocal,BldgImpro |            | Balance Forward                    | 03/21/23   |                   |                     |                  |                   |                     |
| 21-9010-0-0000-8500-6200-092-0001-TRIK     | OthrRstrctLocal,BldgImpro |            | Balance Forward                    | 03/21/23   | 24,000.00         |                     | 2,042.30         | 21,594.50         | 363.20              |
| PO23-01281                                 | Forbes Consulting Group   | EN23-05650 | La Patera Roofing/HVAC Survey      | 04/07/23   |                   |                     | 4,150.00         |                   | 4,150.00-           |
| PO23-01281                                 | Forbes Consulting Group   | EN23-06177 | La Patera Roofing/HVAC Survey      | 05/02/23   |                   |                     | 4,150.00-        |                   | .00                 |
| PO23-01281                                 | Forbes Consulting Group   | EX23-05337 | La Patera Roofing/HVAC Survey      | 05/02/23   |                   |                     |                  | 4,150.00          | 4,150.00-           |
|  |                           |            | Account Total                      | 05/29/23   | .00               | .00                 | .00              | 4,150.00          |                     |
| 21-9010-0-0000-8500-6200-093-0000-TRIK     | OthrRstrctLocal,BldgImpro |            | Balance Forward                    | 03/21/23   |                   |                     |                  |                   |                     |
| 21-9010-0-0000-8500-6200-093-0001-TRIK     | OthrRstrctLocal,BldgImpro |            | Balance Forward                    | 03/21/23   | 55,000.00         |                     | 4,680.27         | 49,487.39         | 832.34              |
|  |                           |            | <b>Total for Object 6200</b>       |            | <b>340,000.00</b> | <b>5,564,350.00</b> | <b>19,146.57</b> | <b>206,598.43</b> | <b>5,338,605.00</b> |
| 21-9010-0-0000-8500-6205-010-0002-PAVE     | OthrRstrctLocal,BldgImpro |            | Balance Forward                    | 03/21/23   |                   |                     | 75,000.00        |                   | 75,000.00-          |
| 21-9010-0-0000-8500-6205-010-0002-ROOF     | OthrRstrctLocal,BldgImpro |            | Balance Forward                    | 03/21/23   |                   |                     | 151,266.67       |                   | 151,266.67-         |
| 21-9010-0-0000-8500-6205-081-0002-PAVE     | OthrRstrctLocal,BldgImpro |            | Balance Forward                    | 03/21/23   |                   |                     | 49,500.00        |                   | 49,500.00-          |
| 21-9010-0-0000-8500-6205-081-0002-ROOF     | OthrRstrctLocal,BldgImpro |            | Balance Forward                    | 03/21/23   |                   |                     | 169,375.00       |                   | 169,375.00-         |
| 21-9010-0-0000-8500-6205-083-0002-PAVE     | OthrRstrctLocal,BldgImpro |            | Balance Forward                    | 03/21/23   |                   |                     | 39,600.00        |                   | 39,600.00-          |
| PO23-00942                                 | PavementEngineering Ir    | EN23-05562 | Engineering Design Services-11 S   | 04/04/23   |                   |                     | 14,782.50-       |                   | 24,817.50-          |
| PO23-00942                                 | PavementEngineering Ir    | EX23-04840 | Engineering Design Services-11 S   | 04/04/23   |                   |                     |                  | 14,782.50         | 39,600.00-          |
| PO23-01355                                 | PavementEngineering Ir    | EN23-05959 | Project: 2023-300 - Inspection Ser | 04/20/23   |                   |                     | 36,040.00        |                   | 75,640.00-          |



Detail for Dates 03/21/2023 through 05/29/2023

Fiscal Year 2022/23

| Ref#                                       | Pay To Name               | Journal #  | Description                        | Trans Date | Adopted Budget | Revised Budget | Encumbered | Expenditure | Account Balance |
|--|---------------------------|------------|------------------------------------|------------|----------------|----------------|------------|-------------|-----------------|
| <b>Fund 21 - Building Fund (continued)</b> |                           |            |                                    |            |                |                |            |             |                 |
| 21-9010-0-0000-8500-6205-083-0002-PAVE     | OthrRstrctLocal,BldgImpro |            | (continued)                        |            |                |                |            |             |                 |
| PO23-00942                                 | PavementEngineering Ir    | EN23-06199 | Engineering Design Services-11 S   | 05/02/23   |                |                | 14,950.00- |             | 60,690.00-      |
| PO23-00942                                 | PavementEngineering Ir    | EX23-05367 | Engineering Design Services-11 S   | 05/02/23   |                |                |            | 14,950.00   | 75,640.00-      |
| PO23-00942                                 | PavementEngineering Ir    | EN23-06519 | Engineering Design Services-11 S   | 05/16/23   |                |                | 9,867.50-  |             | 65,772.50-      |
| PO23-00942                                 | PavementEngineering Ir    | EX23-05549 | Engineering Design Services-11 S   | 05/16/23   |                |                |            | 10,598.75   | 76,371.25-      |
|  |                           |            | Account Total                      | 05/29/23   | .00            | .00            | 36,040.00  | 40,331.25   |                 |
| 21-9010-0-0000-8500-6205-083-0002-ROOF     | OthrRstrctLocal,BldgImpro |            |                                    |            |                |                |            |             |                 |
|  |                           |            | Balance Forward                    | 03/21/23   |                |                | 164,000.00 |             | 164,000.00-     |
| PO23-01236                                 | CyberCopy Inc             | EN23-05446 | Plan Room for Bid No. 2023-300 E   | 03/27/23   |                |                | 51.00      |             | 164,051.00-     |
| PO23-01236                                 | CyberCopy Inc             | EN23-05545 | Plan Room for Bid No. 2023-300 E   | 04/04/23   |                |                | 51.00-     |             | 164,000.00-     |
| PO23-01236                                 | CyberCopy Inc             | EX23-04803 | Plan Room for Bid No. 2023-300 E   | 04/04/23   |                |                |            | 51.00       | 164,051.00-     |
|  |                           |            | Account Total                      | 05/29/23   | .00            | .00            | 164,000.00 | 51.00       |                 |
| 21-9010-0-0000-8500-6205-084-0002-PAVE     | OthrRstrctLocal,BldgImpro |            |                                    |            |                |                |            |             |                 |
|  |                           |            | Balance Forward                    | 03/21/23   |                |                | 32,750.00  |             | 32,750.00-      |
| 21-9010-0-0000-8500-6205-084-0002-ROOF     | OthrRstrctLocal,BldgImpro |            |                                    |            |                |                |            |             |                 |
|  |                           |            | Balance Forward                    | 03/21/23   |                |                | 182,299.99 |             | 182,299.99-     |
| PO23-01298                                 | CyberCopy Inc             | EN23-05677 | Digital Drawings for Ellwood/La Pa | 04/10/23   |                |                | 160.00     |             | 182,459.99-     |
| PO23-01298                                 | CyberCopy Inc             | EN23-06035 | Digital Drawings for Ellwood/La Pa | 04/25/23   |                |                | 160.00-    |             | 182,299.99-     |
| PO23-01298                                 | CyberCopy Inc             | EX23-05190 | Digital Drawings for Ellwood/La Pa | 04/25/23   |                |                |            | 52.20       | 182,352.19-     |
| PO23-01298                                 | CyberCopy Inc             | EX23-05191 | Digital Drawings for Ellwood/La Pa | 04/25/23   |                |                |            | 56.27       | 182,408.46-     |
| PO23-01298                                 | CyberCopy Inc             | EX23-05192 | Digital Drawings for Ellwood/La Pa | 04/25/23   |                |                |            | 51.53       | 182,459.99-     |
|  |                           |            | Account Total                      | 05/29/23   | .00            | .00            | 182,299.99 | 160.00      |                 |
| 21-9010-0-0000-8500-6205-085-0002-PAVE     | OthrRstrctLocal,BldgImpro |            |                                    |            |                |                |            |             |                 |
|  |                           |            | Balance Forward                    | 03/21/23   |                |                | 31,000.00  |             | 31,000.00-      |
| 21-9010-0-0000-8500-6205-085-0002-ROOF     | OthrRstrctLocal,BldgImpro |            |                                    |            |                |                |            |             |                 |
|  |                           |            | Balance Forward                    | 03/21/23   |                |                | 151,266.67 |             | 151,266.67-     |
| 21-9010-0-0000-8500-6205-087-0002-PAVE     | OthrRstrctLocal,BldgImpro |            |                                    |            |                |                |            |             |                 |
|  |                           |            | Balance Forward                    | 03/21/23   |                |                | 30,500.00  |             | 30,500.00-      |
| 21-9010-0-0000-8500-6205-087-0002-ROOF     | OthrRstrctLocal,BldgImpro |            |                                    |            |                |                |            |             |                 |
|  |                           |            | Balance Forward                    | 03/21/23   |                |                | 155,925.00 |             | 155,925.00-     |
| 21-9010-0-0000-8500-6205-089-0002-PAVE     | OthrRstrctLocal,BldgImpro |            |                                    |            |                |                |            |             |                 |
|  |                           |            | Balance Forward                    | 03/21/23   |                |                | 35,400.00  |             | 35,400.00-      |
| 21-9010-0-0000-8500-6205-089-0002-ROOF     | OthrRstrctLocal,BldgImpro |            |                                    |            |                |                |            |             |                 |
|  |                           |            | Balance Forward                    | 03/21/23   |                |                | 164,000.00 |             | 164,000.00-     |
| 21-9010-0-0000-8500-6205-090-0002-PAVE     | OthrRstrctLocal,BldgImpro |            |                                    |            |                |                |            |             |                 |
|  |                           |            | Balance Forward                    | 03/21/23   |                |                |            |             |                 |

Detail for Dates 03/21/2023 through 05/29/2023

| Ref#                                       | Pay To Name               | Journal #  | Description                        | Trans Date | Adopted Budget | Revised Budget | Encumbered          | Expenditure      | Account Balance      |
|--|---------------------------|------------|------------------------------------|------------|----------------|----------------|---------------------|------------------|----------------------|
| <b>Fund 21 - Building Fund (continued)</b> |                           |            |                                    |            |                |                |                     |                  |                      |
| 21-9010-0-0000-8500-6205-090-0002-PAVE     | OthrRstrctLocal,BldgImpro |            | Balance Forward                    | 03/21/23   |                |                | 36,500.00           |                  | 36,500.00-           |
| 21-9010-0-0000-8500-6205-090-0002-ROOF     | OthrRstrctLocal,BldgImpro |            | Balance Forward                    | 03/21/23   |                |                | 169,375.00          |                  | 169,375.00-          |
| 21-9010-0-0000-8500-6205-091-0002-PAVE     | OthrRstrctLocal,BldgImpro |            | Balance Forward                    | 03/21/23   |                |                | 30,500.00           |                  | 30,500.00-           |
| 21-9010-0-0000-8500-6205-091-0002-ROOF     | OthrRstrctLocal,BldgImpro |            | Balance Forward                    | 03/21/23   |                |                | 155,925.00          |                  | 155,925.00-          |
| 21-9010-0-0000-8500-6205-092-0002-PAVE     | OthrRstrctLocal,BldgImpro |            | Balance Forward                    | 03/21/23   |                |                | 32,750.00           |                  | 32,750.00-           |
| 21-9010-0-0000-8500-6205-092-0002-ROOF     | OthrRstrctLocal,BldgImpro |            | Balance Forward                    | 03/21/23   |                |                | 182,300.00          |                  | 182,300.00-          |
| PO23-01298                                 | CyberCopy Inc             | EN23-05677 | Digital Drawings for Ellwood/La Pa | 04/10/23   |                |                | 76.00               |                  | 182,376.00-          |
| PO23-01298                                 | CyberCopy Inc             | EN23-06035 | Digital Drawings for Ellwood/La Pa | 04/25/23   |                |                | 76.00-              |                  | 182,300.00-          |
| PO23-01298                                 | CyberCopy Inc             | EX23-05190 | Digital Drawings for Ellwood/La Pa | 04/25/23   |                |                | 24.80               |                  | 182,324.80-          |
| PO23-01298                                 | CyberCopy Inc             | EX23-05191 | Digital Drawings for Ellwood/La Pa | 04/25/23   |                |                | 26.73               |                  | 182,351.53-          |
| PO23-01298                                 | CyberCopy Inc             | EX23-05192 | Digital Drawings for Ellwood/La Pa | 04/25/23   |                |                | 24.47               |                  | 182,376.00-          |
|  |                           |            | Account Total                      | 05/29/23   | .00            | .00            | 182,300.00          | 76.00            |                      |
| 21-9010-0-0000-8500-6205-093-0002-PAVE     | OthrRstrctLocal,BldgImpro |            | Balance Forward                    | 03/21/23   |                |                | 36,500.00           |                  | 36,500.00-           |
| PO23-00942                                 | PavementEngineering Ir    | EN23-05562 | Engineering Design Services-11 S   | 04/04/23   |                |                | 9,400.00-           |                  | 27,100.00-           |
| PO23-00942                                 | PavementEngineering Ir    | EX23-04841 | Engineering Design Services-11 S   | 04/04/23   |                |                | 9,400.00            |                  | 36,500.00-           |
| PO23-01355                                 | PavementEngineering Ir    | EN23-05959 | Project: 2023-300 - Inspection Ser | 04/20/23   |                |                | 36,040.00           |                  | 72,540.00-           |
| PO23-00942                                 | PavementEngineering Ir    | EN23-06199 | Engineering Design Services-11 S   | 05/02/23   |                |                | 11,670.00-          |                  | 60,870.00-           |
| PO23-00942                                 | PavementEngineering Ir    | EX23-05367 | Engineering Design Services-11 S   | 05/02/23   |                |                | 11,670.00           |                  | 72,540.00-           |
| PO23-00942                                 | PavementEngineering Ir    | EN23-06519 | Engineering Design Services-11 S   | 05/16/23   |                |                | 10,598.75-          |                  | 61,941.25-           |
| PO23-00942                                 | PavementEngineering Ir    | EX23-05549 | Engineering Design Services-11 S   | 05/16/23   |                |                | 10,598.75           |                  | 72,540.00-           |
|  |                           |            | Account Total                      | 05/29/23   | .00            | .00            | 40,871.25           | 31,668.75        |                      |
| 21-9010-0-0000-8500-6205-093-0002-ROOF     | OthrRstrctLocal,BldgImpro |            | Balance Forward                    | 03/21/23   |                |                | 151,266.67          |                  | 151,266.67-          |
|  |                           |            | <b>Total for Object 6205</b>       |            | <b>.00</b>     | <b>.00</b>     | <b>2,227,811.25</b> | <b>72,287.00</b> | <b>2,300,098.25-</b> |
| 21-9010-0-0000-8500-6225-083-0001-PAVE     | OthrRstrctLocal,BldgImpro |            | Project Management for Measure     | 05/09/23   |                |                | 5,410.05            |                  | 5,410.05-            |
| PO23-00098                                 | Kitchell/CEM, Inc         | EX23-05451 | Project Management for Measure     | 05/09/23   |                |                | 5,410.05            |                  | 5,410.05-            |
| 21-9010-0-0000-8500-6225-084-0001-ROOF     | OthrRstrctLocal,BldgImpro |            | Project Management for Measure     | 05/09/23   |                |                | 5,410.05            |                  | 5,410.05-            |

Detail for Dates 03/21/2023 through 05/29/2023

| Ref#  | Pay To Name               | Journal #  | Description                    | Trans Date | Adopted Budget | Revised Budget    | Encumbered          | Expenditure         | Account Balance                    |
|---|---------------------------|------------|--------------------------------|------------|----------------|-------------------|---------------------|---------------------|------------------------------------|
| <b>Fund 21 - Building Fund (continued)</b>      |                           |            |                                |            |                |                   |                     |                     |                                    |
| 21-9010-0-0000-8500-6225-084-0001-ROOF          | OthrRstrctLocal,BldgImpro |            |                                |            |                |                   |                     |                     |                                    |
| PO23-00098                                      | Kitchell/CEM, Inc         | EX23-05451 | Project Management for Measure | 05/09/23   |                |                   |                     | 12,698.70           | 12,698.70-                         |
| 21-9010-0-0000-8500-6225-092-0001-ROOF          | OthrRstrctLocal,BldgImpro |            |                                |            |                |                   |                     |                     |                                    |
| PO23-00098                                      | Kitchell/CEM, Inc         | EX23-05451 | Project Management for Measure | 05/09/23   |                |                   |                     | 12,698.70           | 12,698.70-                         |
| 21-9010-0-0000-8500-6225-093-0001-PAVE          | OthrRstrctLocal,BldgImpro |            |                                |            |                |                   |                     |                     |                                    |
| PO23-00098                                      | Kitchell/CEM, Inc         | EX23-05451 | Project Management for Measure | 05/09/23   |                |                   |                     | 5,410.05            | 5,410.05-                          |
| <b>Total for Object 6225</b>                    |                           |            |                                |            |                | .00               | .00                 | <b>36,217.50</b>    | <b>36,217.50-</b>                  |
| 21-9010-0-0000-8500-6226-083-0001-PAVE          | OthrRstrctLocal,BldgImpro |            |                                |            |                |                   |                     |                     |                                    |
| PO23-00098                                      | Kitchell/CEM, Inc         | EX23-05451 | Project Management for Measure | 05/09/23   |                |                   |                     | 399.00              | 399.00-                            |
| 21-9010-0-0000-8500-6226-084-0001-ROOF          | OthrRstrctLocal,BldgImpro |            |                                |            |                |                   |                     |                     |                                    |
| PO23-00098                                      | Kitchell/CEM, Inc         | EX23-05451 | Project Management for Measure | 05/09/23   |                |                   |                     | 855.75              | 855.75-                            |
| 21-9010-0-0000-8500-6226-092-0001-ROOF          | OthrRstrctLocal,BldgImpro |            |                                |            |                |                   |                     |                     |                                    |
| PO23-00098                                      | Kitchell/CEM, Inc         | EX23-05451 | Project Management for Measure | 05/09/23   |                |                   |                     | 855.75              | 855.75-                            |
| 21-9010-0-0000-8500-6226-093-0001-PAVE          | OthrRstrctLocal,BldgImpro |            |                                |            |                |                   |                     |                     |                                    |
| PO23-00098                                      | Kitchell/CEM, Inc         | EX23-05451 | Project Management for Measure | 05/09/23   |                |                   |                     | 399.00              | 399.00-                            |
| <b>Total for Object 6226</b>                    |                           |            |                                |            |                | .00               | .00                 | <b>2,509.50</b>     | <b>2,509.50-</b>                   |
| 21-9010-0-0000-8500-6291-000-0001-0000          | OthrRstrctLocal,BldgImpro |            |                                |            |                |                   |                     |                     |                                    |
| PO23-00098                                      | Kitchell/CEM, Inc         | EX23-05451 | Project Management for Measure | 05/09/23   |                |                   |                     | 2,502.50            | 2,502.50-                          |
| 21-9010-0-0000-8200-6400-000-0000-0000          | OthrRstrctLocal,Equipment |            |                                |            |                |                   |                     |                     |                                    |
| 21-9010-0-0000-9100-7699-000-0000-0000          | OthrRstrctLocal,Financing |            |                                |            |                |                   |                     |                     |                                    |
| Balance Forward                                 |                           |            |                                |            | 03/21/23       | 10,000.00         |                     |                     | 10,000.00                          |
| Balance Forward                                 |                           |            |                                |            | 03/21/23       |                   |                     | 62,460.67           | 62,460.67-                         |
| <b>Total for Expense Accounts</b>               |                           |            |                                |            |                | <b>600,000.00</b> | <b>2,669,601.94</b> | <b>810,986.49</b>   | <b>4,076,082.57</b>                |
| <b>Total for Org 010 and Fund Building Fund</b> |                           |            |                                |            |                |                   |                     |                     |                                    |
|   |                           |            | <b>Starting Balance</b>        |            |                |                   |                     |                     | <b>= Calculated Ending Balance</b> |
|   |                           |            | <b>+ Revenues</b>              |            |                |                   |                     |                     |                                    |
|   |                           |            | <b>30,000,000.00</b>           |            |                |                   |                     | <b>7,556,671.00</b> | <b>22,443,329.00</b>               |
|   |                           |            | <b>30,410,996.49</b>           |            |                |                   |                     | <b>810,986.49</b>   | <b>26,930,408.06</b>               |
|   |                           |            |                                |            |                |                   |                     |                     |                                    |
|   |                           |            | <b>- Encumbrances</b>          |            |                |                   |                     |                     |                                    |
|   |                           |            | <b>2,669,601.94</b>            |            |                |                   |                     |                     |                                    |
|   |                           |            |                                |            |                |                   |                     |                     |                                    |
|   |                           |            | <b>- Expenditures</b>          |            |                |                   |                     |                     |                                    |
|   |                           |            |                                |            |                |                   |                     |                     |                                    |
|   |                           |            |                                |            |                |                   |                     |                     |                                    |



**Goleta Union School District  
Measure M Community Oversight Committee  
Summer 2023 Projects**

5/30/2023

| Site(s)                                | Scope of Work    | Contractor                    | Agreement Amount |
|--|------------------|-------------------------------|------------------|
| Ellwood Elementary                     | Roof Replacement | Eberhard Energy Systems       | \$3,126,000.00   |
| Ellwood Elementary                     | HVAC             | Reed Mechanical Systems, Inc. | \$474,000.00     |
| La Patera Elementary                   | Roof Replacement | Derrick's Roofing, Inc.       | \$2,900,000.00   |
| La Patera Elementary                   | HVAC             | Reed Mechanical Systems, Inc. | \$663,000.00     |
| El Camino and Mountain View Elementary | Pavement         | Apodaca Paving, Inc.          | \$1,225,356.50   |
| Total Contract Amount:                 |                  |                               | \$8,388,356.50   |

DOCUMENT 00 52 13

**AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 14 DAY OF April 2023, by and between the Goleta Union School District ("District") and Eberhard Energy Systems. ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

2023-100: Ellwood E.S. Roofing and Mechanical Replacement Project

("Project" or "Contract" or "Work")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In the case of a discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

GOLETA UNION SCHOOL DISTRICT

Project #: 2023-100

4. **Time for Completion:** It is hereby understood and agreed that the Work under this Contract shall be completed within Seventy Two (72) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.
5. **Completion - Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.
6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of One Thousand dollars (\$1,000.00) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in completion of the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, and such deduction does not constitute a withholding or penalty. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause, as hereinafter specified, may extend the time of completion for a reasonable time as the District may grant, provided that Contractor has complied with the claims procedure of the Contract Documents. This provision does not exclude the recovery of damages by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.
8. **Limitation Of District Liability:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

GOLETA UNION SCHOOL DISTRICT

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GOLETA UNION SCHOOL DISTRICT

Project #: 2023-100

9. **Insurance and Bonds:** Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.
10. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
11. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.
12. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
13. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type B, C20, C39, C43 Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
14. **Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.
15. **Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. The Contractor and all Subcontractors shall comply with the Davis Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists, the more stringent provision shall control over this Agreement.
16. **Labor Compliance Monitoring and Enforcement:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall

GOLETA UNION SCHOOL DISTRICT

AGREEMENT  
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timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.

- 17. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

**Three Million One Hundred Twenty Six Thousand Dollars (\$3,126,000.00),**

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 18. No Representations:** No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.
- 19. Entire Agreement:** The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
- 20. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
- 21. Authority of Signatories:** Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original. For this Agreement, and for all Contract Documents requiring a signature, a facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Contract binding all the Parties hereto.

**[SIGNATURES ON FOLLOWING PAGE]**



GOLETA UNION SCHOOL DISTRICT

Project #: 2023-100

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

**EBERHARD ENERGY SYSTEMS**

**GOLETA UNION SCHOOL DISTRICT**

DocuSigned by:  
*Dave Stefko* 4/18/2023  
619B080F1B62404...

DocuSigned by:  
*Conrad Tedeschi* 4/18/2023  
53BAF73E71BF45C...

By: Dave Stefko

By: Conrad Tedeschi, CPA

Title: Senior Vice President

Title: Asst. Superintendent, Fiscal Services

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

## DOCUMENT 00 52 13

**AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 14 DAY OF April 2023, by and between the Goleta Union School District ("District") and Reed Mechanical Systems, Inc. ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

2023-100: Ellwood E.S. Roofing and Mechanical Replacement Project

("Project" or "Contract" or "Work")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In the case of a discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

4. **Time for Completion:** It is hereby understood and agreed that the Work under this Contract shall be completed within Seventy Two (72) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.
5. **Completion - Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.
6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of One Thousand dollars (\$1,000.00) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in completion of the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, and such deduction does not constitute a withholding or penalty. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause, as hereinafter specified, may extend the time of completion for a reasonable time as the District may grant, provided that Contractor has complied with the claims procedure of the Contract Documents. This provision does not exclude the recovery of damages by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.
8. **Limitation Of District Liability:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

- 9. Insurance and Bonds:** Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.
- 10. Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
- 11. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.
- 12. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 13. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type B & C20 Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 14. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.
- 15. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. The Contractor and all Subcontractors shall comply with the Davis Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists, the more stringent provision shall control over this Agreement.
- 16. Labor Compliance Monitoring and Enforcement:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall

timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.

- 17. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

**Four Hundred Seventy-Four Thousand Dollars (\$474,000.00),**

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 18. No Representations:** No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.
- 19. Entire Agreement:** The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
- 20. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
- 21. Authority of Signatories:** Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original. For this Agreement, and for all Contract Documents requiring a signature, a facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Contract binding all the Parties hereto.

**[SIGNATURES ON FOLLOWING PAGE]**

GOLETA UNION SCHOOL DISTRICT

Project #: 2023-100

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

**REED MECHANICAL SYSTEMS, INC.**

**GOLETA UNION SCHOOL DISTRICT**

DocuSigned by:  
Tom Reed 4/17/2023  
9EB0A22A0214EE...

DocuSigned by:  
Conrad Tedeschi 4/17/2023  
53BAF73E71BF45C...

By: Tom Reed

By: Conrad Tedeschi, CPA

Title: President

Title: Asst. Superintendent, Fiscal Services

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

## DOCUMENT 00 52 13

**AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 14 DAY OF April 2023, by and between the Goleta Union School District ("District") and Derricks Roofing, Inc. ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

2023-200: La Patera E.S. Roofing and Mechanical Replacement Project

("Project" or "Contract" or "Work")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In the case of a discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

4. **Time for Completion:** It is hereby understood and agreed that the Work under this Contract shall be completed within Seventy Two (72) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.
5. **Completion - Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.
6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of One Thousand dollars (\$1,000.00) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in completion of the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, and such deduction does not constitute a withholding or penalty. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause, as hereinafter specified, may extend the time of completion for a reasonable time as the District may grant, provided that Contractor has complied with the claims procedure of the Contract Documents. This provision does not exclude the recovery of damages by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.
8. **Limitation Of District Liability:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.



- 9. Insurance and Bonds:** Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.
- 10. Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
- 11. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.
- 12. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 13. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C39 Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 14. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.
- 15. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. The Contractor and all Subcontractors shall comply with the Davis Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists, the more stringent provision shall control over this Agreement.
- 16. Labor Compliance Monitoring and Enforcement:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall

timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.

- 17. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

**Two Million Nine Hundred Thousand Dollars (\$2,900,000.00),**

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 18. No Representations:** No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.
- 19. Entire Agreement:** The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
- 20. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
- 21. Authority of Signatories:** Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original. For this Agreement, and for all Contract Documents requiring a signature, a facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Contract binding all the Parties hereto.

**[SIGNATURES ON FOLLOWING PAGE]**

GOLETA UNION SCHOOL DISTRICT

Project #: 2023-200

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

**DERRICKS ROOFING, INC.**

**GOLETA UNION SCHOOL DISTRICT**

DocuSigned by:  
Mark Derrick 4/18/2023  
E8EF79F7DAE2462...

DocuSigned by:  
Conrad Tedeschi 4/19/2023  
33BAF73E71BF49C...

By: Mark Derrick

By: Conrad Tedeschi, CPA

Title: President

Title: Asst. Superintendent, Fiscal Services

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

## DOCUMENT 00 52 13

**AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 14 DAY OF April 2023, by and between the Goleta Union School District ("District") and Reed Mechanical Systems, Inc. ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

2023-200: La Patera E.S. Roofing and Mechanical Replacement Project

("Project" or "Contract" or "Work")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In the case of a discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

4. **Time for Completion:** It is hereby understood and agreed that the Work under this Contract shall be completed within Seventy Two (72) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.
5. **Completion - Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.
6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of One Thousand dollars (\$1,000.00) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in completion of the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, and such deduction does not constitute a withholding or penalty. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause, as hereinafter specified, may extend the time of completion for a reasonable time as the District may grant, provided that Contractor has complied with the claims procedure of the Contract Documents. This provision does not exclude the recovery of damages by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.
8. **Limitation Of District Liability:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

- 9. Insurance and Bonds:** Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.
- 10. Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
- 11. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.
- 12. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 13. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type B & C20 Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 14. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.
- 15. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. The Contractor and all Subcontractors shall comply with the Davis Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists, the more stringent provision shall control over this Agreement.
- 16. Labor Compliance Monitoring and Enforcement:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall

timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.

- 17. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

**Six Hundred Sixty Three Thousand Dollars (\$663,000.00),**

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 18. No Representations:** No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.
- 19. Entire Agreement:** The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
- 20. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
- 21. Authority of Signatories:** Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original. For this Agreement, and for all Contract Documents requiring a signature, a facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Contract binding all the Parties hereto.

**[SIGNATURES ON FOLLOWING PAGE]**

GOLETA UNION SCHOOL DISTRICT

Project #: 2023-200

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

**REED MECHANICAL SYSTEMS, INC.**

**GOLETA UNION SCHOOL DISTRICT**

DocuSigned by:  
Tom Reed 4/17/2023  
9E8B8A22A9214EE...

DocuSigned by:  
Conrad Tedeschi 4/17/2023  
58DAF79E71DF45C...

By: Tom Reed

By: Conrad Tedeschi, CPA

Title: President

Title: Asst. Superintendent, Fiscal Services

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT



## DOCUMENT 00 52 13

**AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 14 DAY OF April 2023, by and between the Goleta Union School District ("District") and Apodaca Paving, Inc. ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

2023-300: El Camino E.S. & Mt. View E.S. Paving Project

("Project" or "Contract" or "Work")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In the case of a discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

4. **Time for Completion:** It is hereby understood and agreed that the Work under this Contract shall be completed within Sixty Five (65) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.
5. **Completion - Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.
6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of One Thousand dollars (\$1,000.00) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in completion of the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, and such deduction does not constitute a withholding or penalty. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause, as hereinafter specified, may extend the time of completion for a reasonable time as the District may grant, provided that Contractor has complied with the claims procedure of the Contract Documents. This provision does not exclude the recovery of damages by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.
8. **Limitation Of District Liability:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

- 9. Insurance and Bonds:** Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.
- 10. Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
- 11. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.
- 12. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 13. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type B, C20, C39, C43 Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 14. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.
- 15. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. The Contractor and all Subcontractors shall comply with the Davis Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists, the more stringent provision shall control over this Agreement.
- 16. Labor Compliance Monitoring and Enforcement:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall

timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.

- 17. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

**One Million Two Hundred Twenty Five Thousand Three Hundred Fifty Six Dollars and Fifty Cents (\$1,225,356.50),**

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 18. No Representations:** No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.
- 19. Entire Agreement:** The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
- 20. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
- 21. Authority of Signatories:** Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original. For this Agreement, and for all Contract Documents requiring a signature, a facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Contract binding all the Parties hereto.

**[SIGNATURES ON FOLLOWING PAGE]**

GOLETA UNION SCHOOL DISTRICT

Project #: 2023-300

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

**EBERHARD ENERGY SYSTEMS**

**GOLETA UNION SCHOOL DISTRICT**

DocuSigned by:

*Marc Apodaca*

4/17/2023

96F10663BD3D4F6...

DocuSigned by:

*Conrad Tedeschi*

4/17/2023

53BAF73E71BF45C...

By: Marc Apodaca

By: Conrad Tedeschi, CPA

Title: Vice President

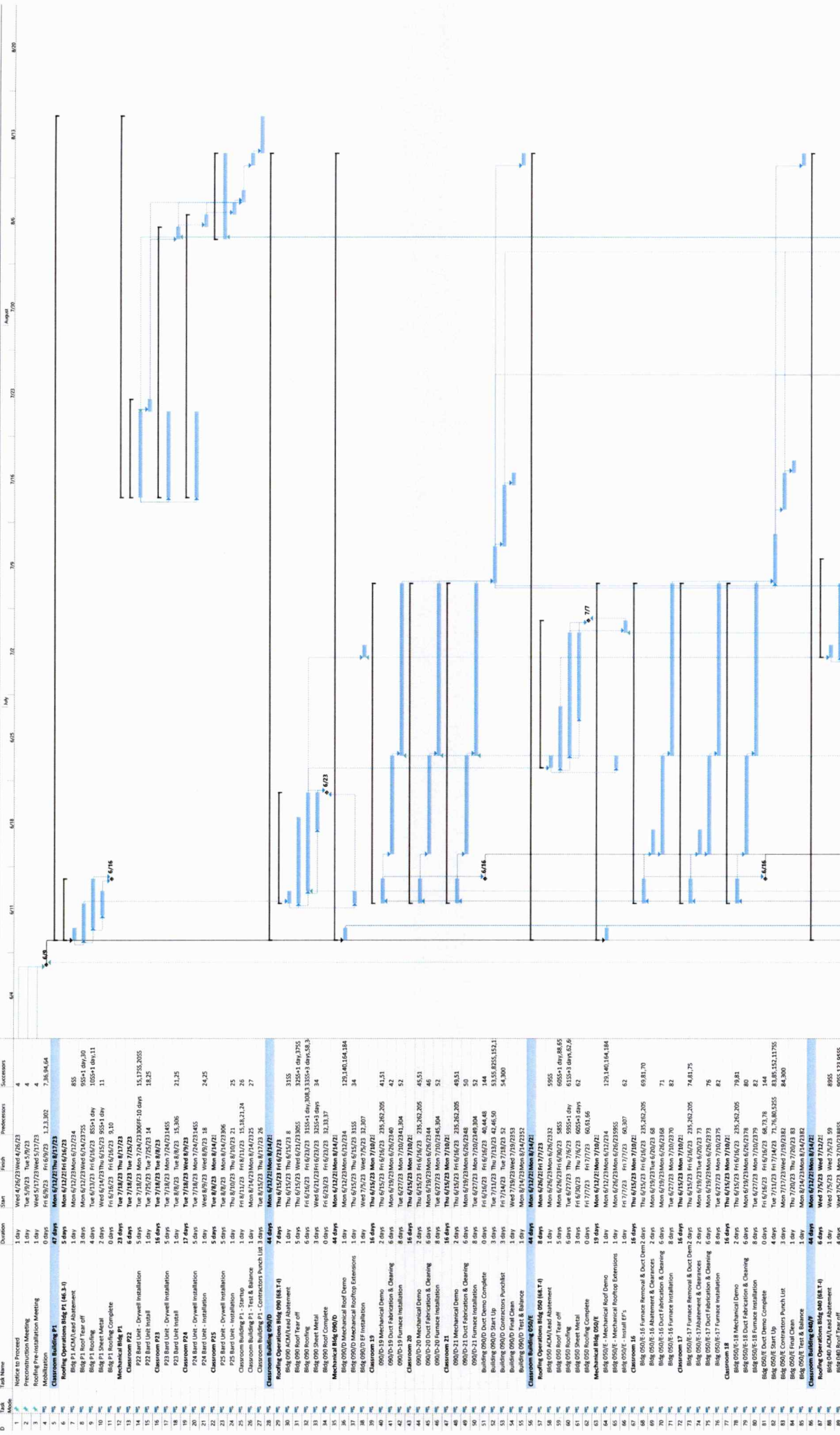
Title: Asst. Superintendent, Fiscal Services

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT



# Ellwood E.S. Summer 2023 - Roofing & Mechanical Sequence Schedule

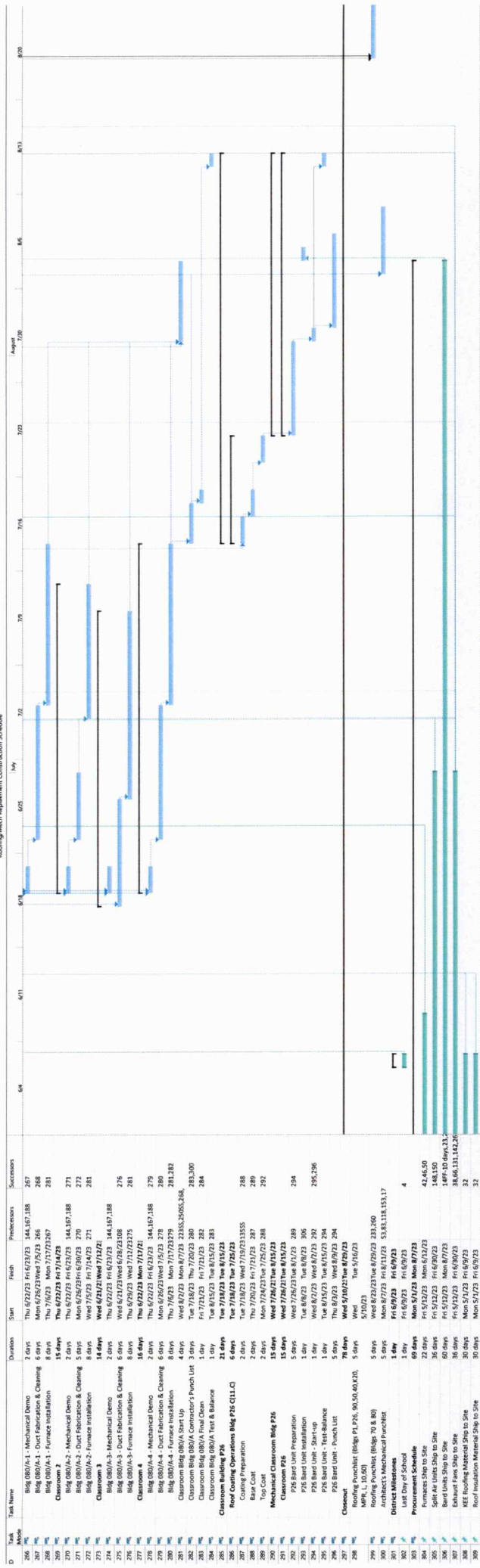




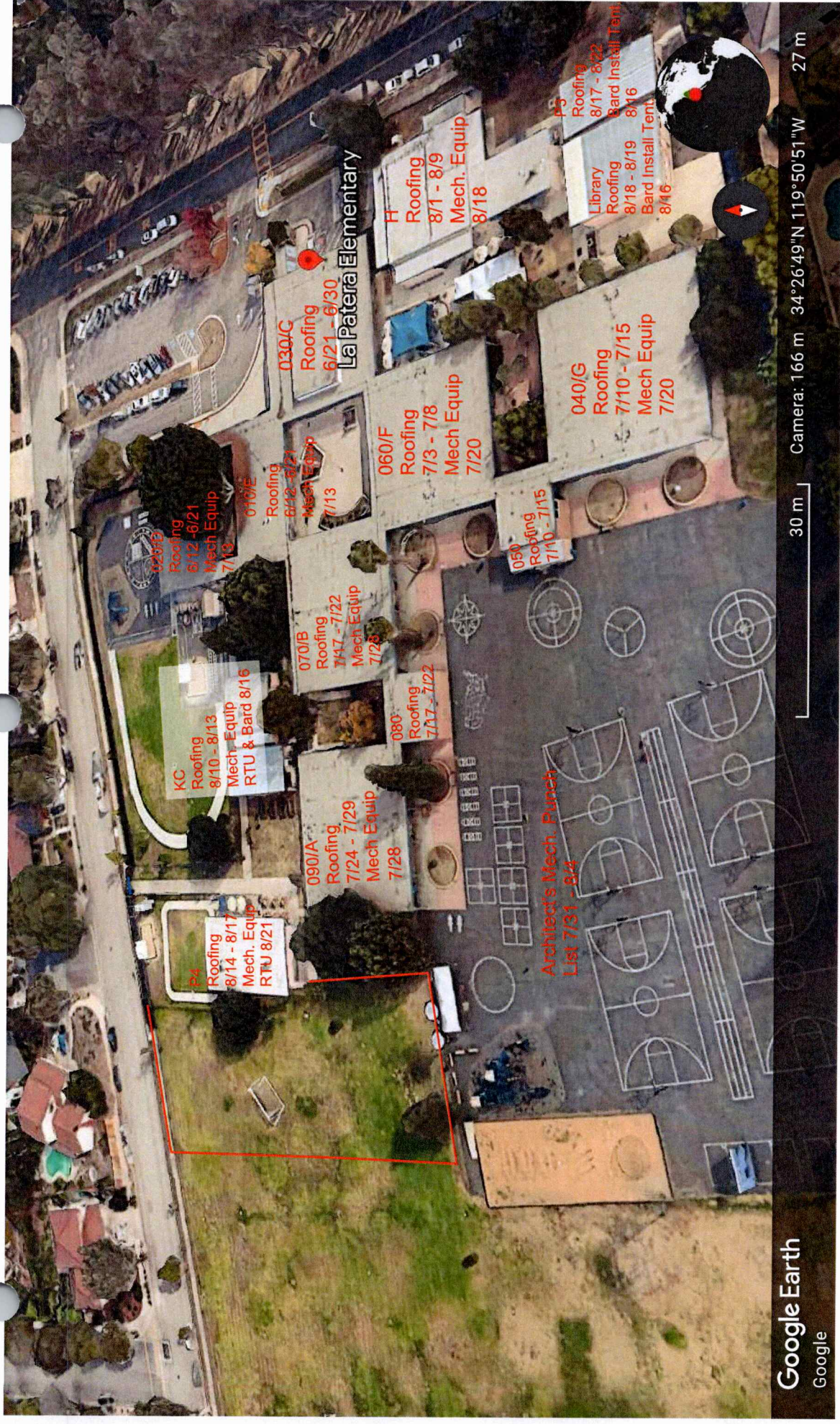




Project: 2023-100 Elwood E.S.  
Roofing/Mech Implementation Construction Schedule



|      |             |                |                       |         |                  |                    |                    |                 |                 |
|------|-------------|----------------|-----------------------|---------|------------------|--------------------|--------------------|-----------------|-----------------|
| Task | Manual Task | Manual Summary | Manual Summary Backup | Summary | Manual Milestone | External Milestone | External Milestone | Manual Programs | Manual Programs |
| Site | Site        | Summary        | Summary               | Summary | Manual Milestone | External Milestone | External Milestone | Manual Programs | Manual Programs |



P4  
Roofing  
8/14 - 8/17  
Mech. Equip  
RTU 8/21

KC  
Roofing  
8/10 - 8/13  
Mech. Equip  
RTU & Bard 8/16

02075  
Roofing  
8/12 - 8/21  
Mech Equip  
7/13

016/E  
Roofing  
8/12 - 8/21  
Mech Equip  
7/13

070/B  
Roofing  
7/17 - 7/22  
Mech Equip  
7/25

030/C  
Roofing  
6/21 - 6/30

090/A  
Roofing  
7/24 - 7/29  
Mech Equip  
7/28

080  
Roofing  
7/17 - 7/22

060/F  
Roofing  
7/3 - 7/8  
Mech Equip  
7/20

050  
Roofing  
7/10 - 7/15

040/G  
Roofing  
7/10 - 7/15  
Mech Equip  
7/20

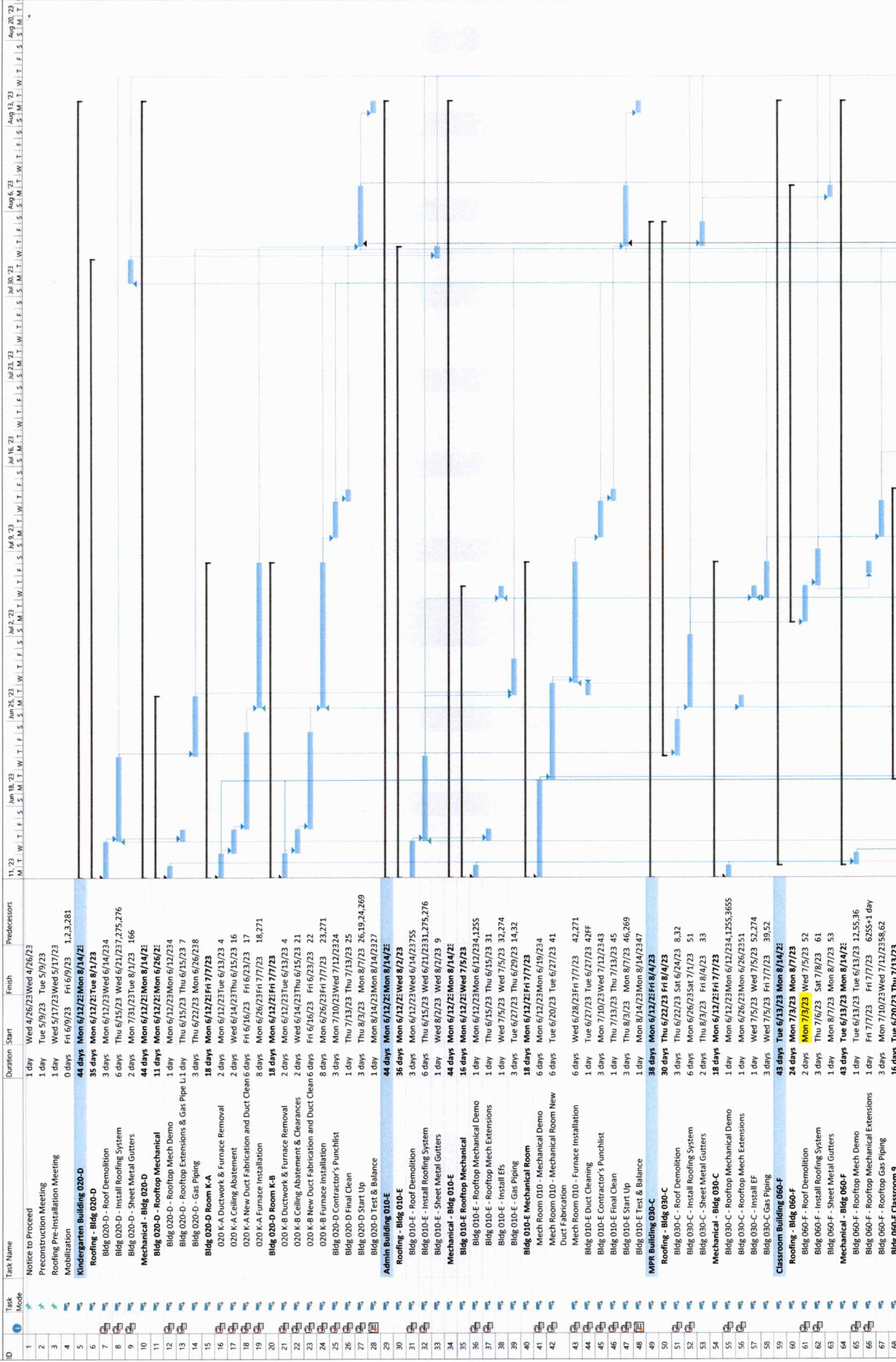
### La Patera Elementary

H  
Roofing  
8/1 - 8/9  
Mech. Equip  
8/18

Architect's Mech. Punch  
List 7/31 - 8/4

Library  
Roofing  
8/18 - 8/19  
Bard Install Tent  
8/16

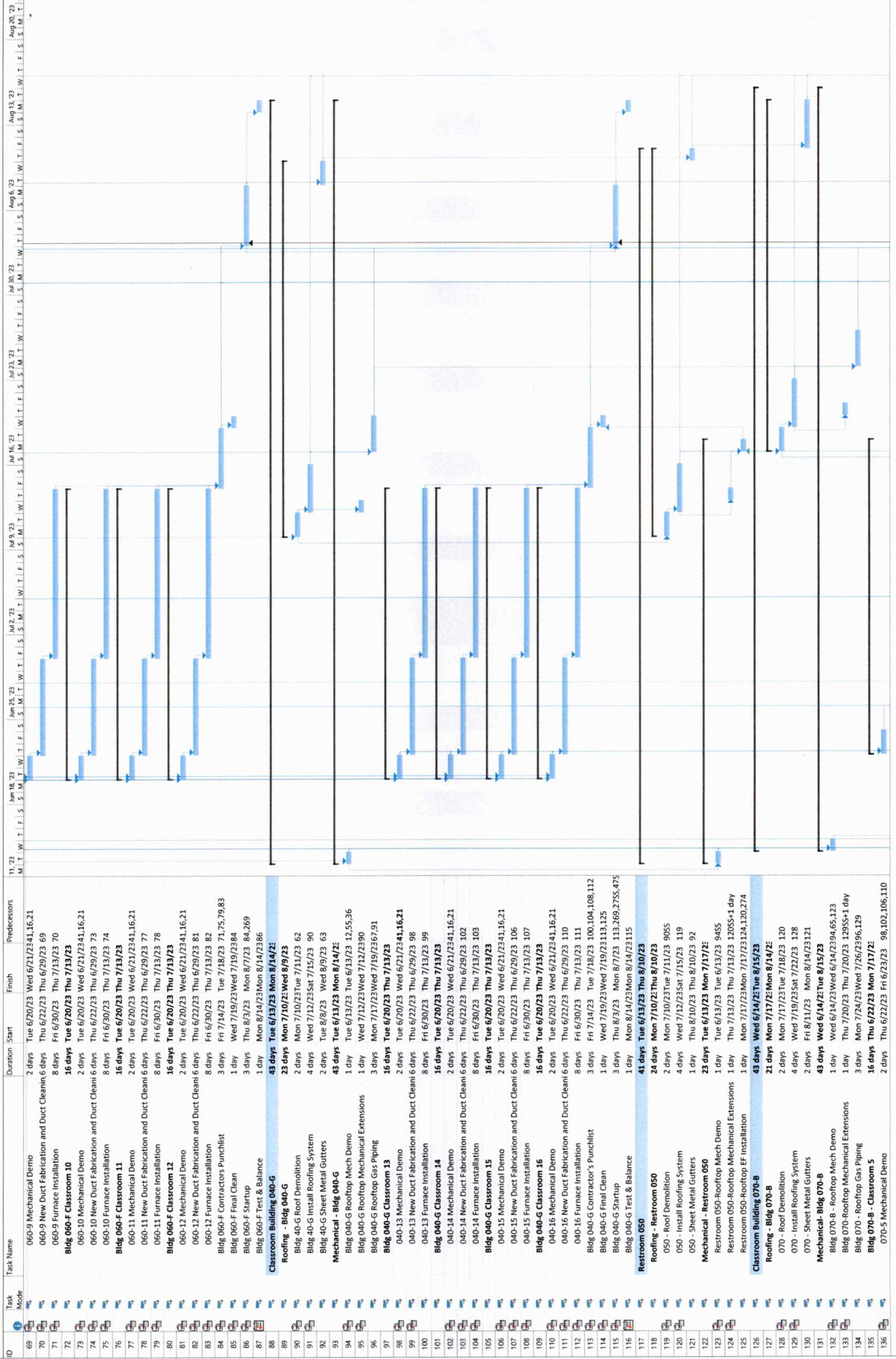
P3  
Roofing  
8/17 - 8/22  
Bard Install Tent  
8/16



Project: 2023-200 La Patera Con  
Date: Thu 5/25/23

Task: Split, Milestone  
Summary: Project Summary, Inactive Task  
Duration-only: Manual Summary Rollup, Manual Summary  
Start only: Start only, Finish-only  
External Tasks: External Tasks  
External Milestone: External Milestone  
Deadline: Deadline  
Progress: Progress  
Manual Progress: Manual Progress

Page 1



Task: Summary, Project Summary, Inactive Task, Inactive Milestone, Inactive Summary, Milestone, Manual Task

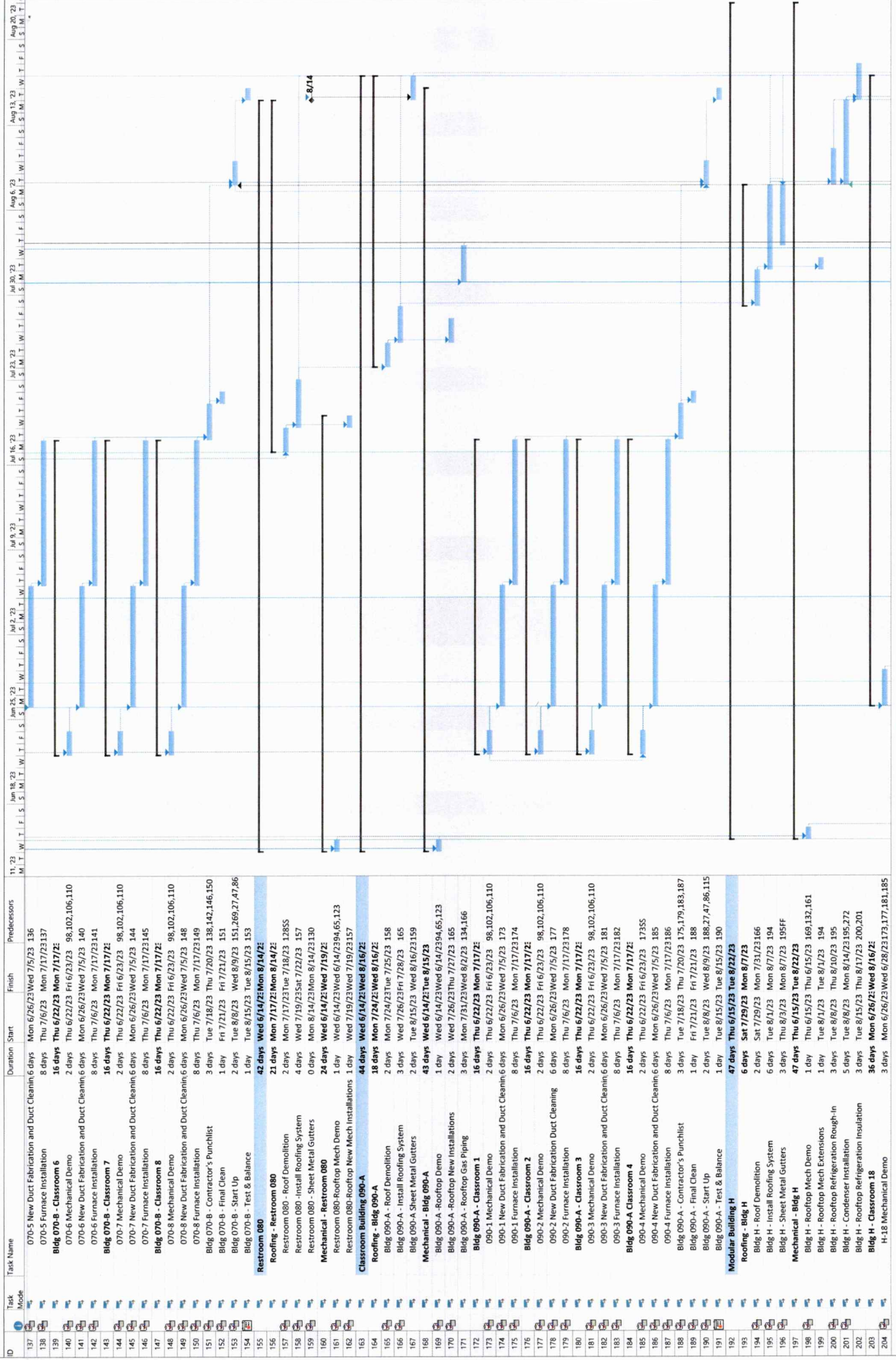
Duration-only: Manual Summary Rollup, Manual Summary, Manual Summary

Start-only: Start-only, Finish-only, External Tasks

External Milestone: External Milestone, Deadline, Progress

Manual Progress: Manual Progress

Project: 2023-200 La Patera Con  
Date: Thu 5/25/23  
Page 2



Task Split Milestone

Summary Project Summary Inactive Task

Inactive Milestone Inactive Summary Manual Task

Duration-only Manual Summary Rollup Manual Summary

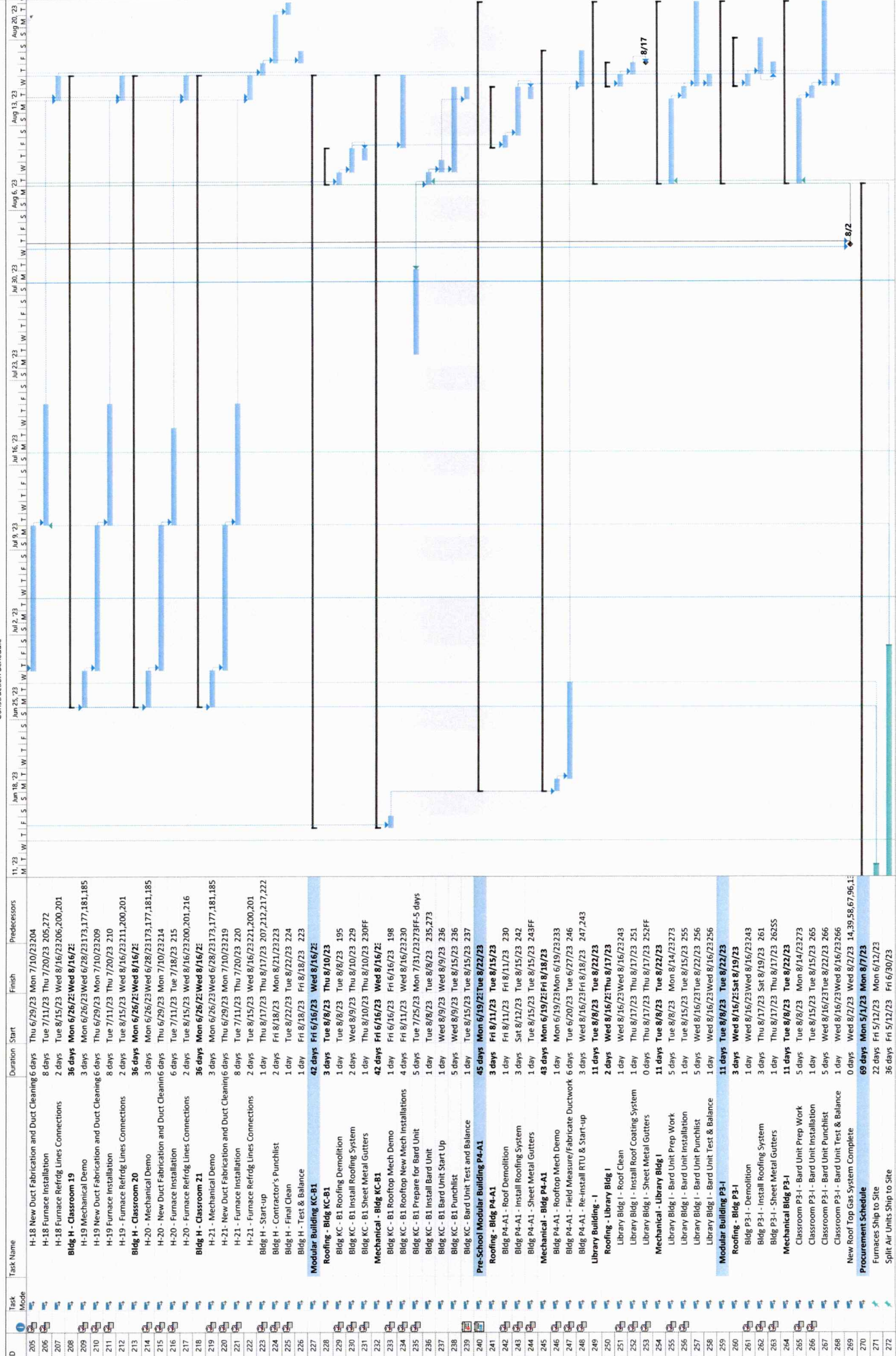
Start only Finish-only External Tasks

External Milestone Deadline Progress

Manual Progress

Project: 2023-200 La Patena Con  
Date: Thu 5/25/23

Page 3



Task Split Milestone

Summary Project Summary Inactive Task

Inactive Milestone Inactive Summary Manual Task

Duration-only Manual Summary Rollup Manual Summary

Start-only Finish-only External Tasks

External Milestone Deadline Progress

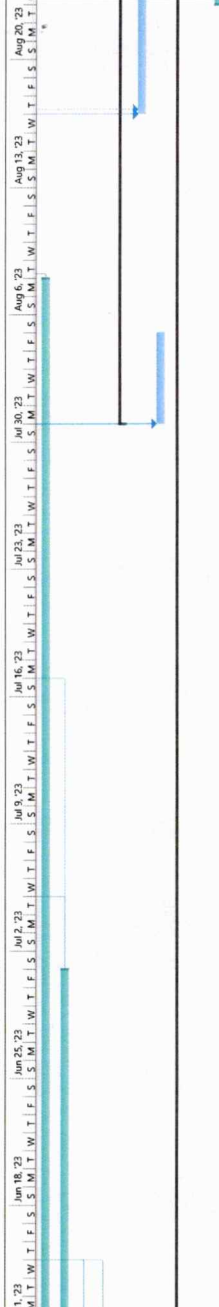
Manual Progress

Project: 2023-200 La Patena ES  
Date: Thu 5/25/23

Page 4

Project 2003-200 La Patena E.S.  
Roofing/Mech Replacement Project  
Construction Schedule

| ID  | Task Name                             | Task Mode | Duration       | Start              | Finish             | Predecessors          |
|-----|---------------------------------------|-----------|----------------|--------------------|--------------------|-----------------------|
| 273 | Bard Units Ship to Site               | ▶         | 60 days        | Fri 5/12/23        | Mon 8/7/23         |                       |
| 274 | Exhaust Fans Ship to Site             | ▶         | 36 days        | Fri 5/12/23        | Fri 6/30/23        |                       |
| 275 | KEE Roofing Material Ship to Site     | ▶         | 30 days        | Mon 5/1/23         | Fri 6/9/23         |                       |
| 276 | Roof Insulation Material Ship to Site | ▶         | 30 days        | Mon 5/1/23         | Fri 6/9/23         |                       |
| 277 | <b>Closeout</b>                       | ▶         | <b>18 days</b> | <b>Mon 7/31/23</b> | <b>Wed 8/23/23</b> |                       |
| 278 | Roofing Punch List                    | ▶         | 5 days         | Thu 8/17/23        | Wed 8/23/23        | 9, 32, 33, 52, 53, 56 |
| 279 | Architect's Mechanical Punchlist      | ▶         | 5 days         | Mon 7/31/23        | Fri 8/4/23         | 25, 45, 84, 115, 151  |
| 280 | <b>District Calendar</b>              | ▶         | <b>52 days</b> | <b>Fri 6/9/23</b>  | <b>Wed 8/23/23</b> |                       |
| 281 | Last Day of School                    | ▶         | 1 day          | Fri 6/9/23         | Fri 6/9/23         |                       |
| 282 | First Day of School                   | ▶         | 1 day          | Wed 8/23/23        | Wed 8/23/23        |                       |







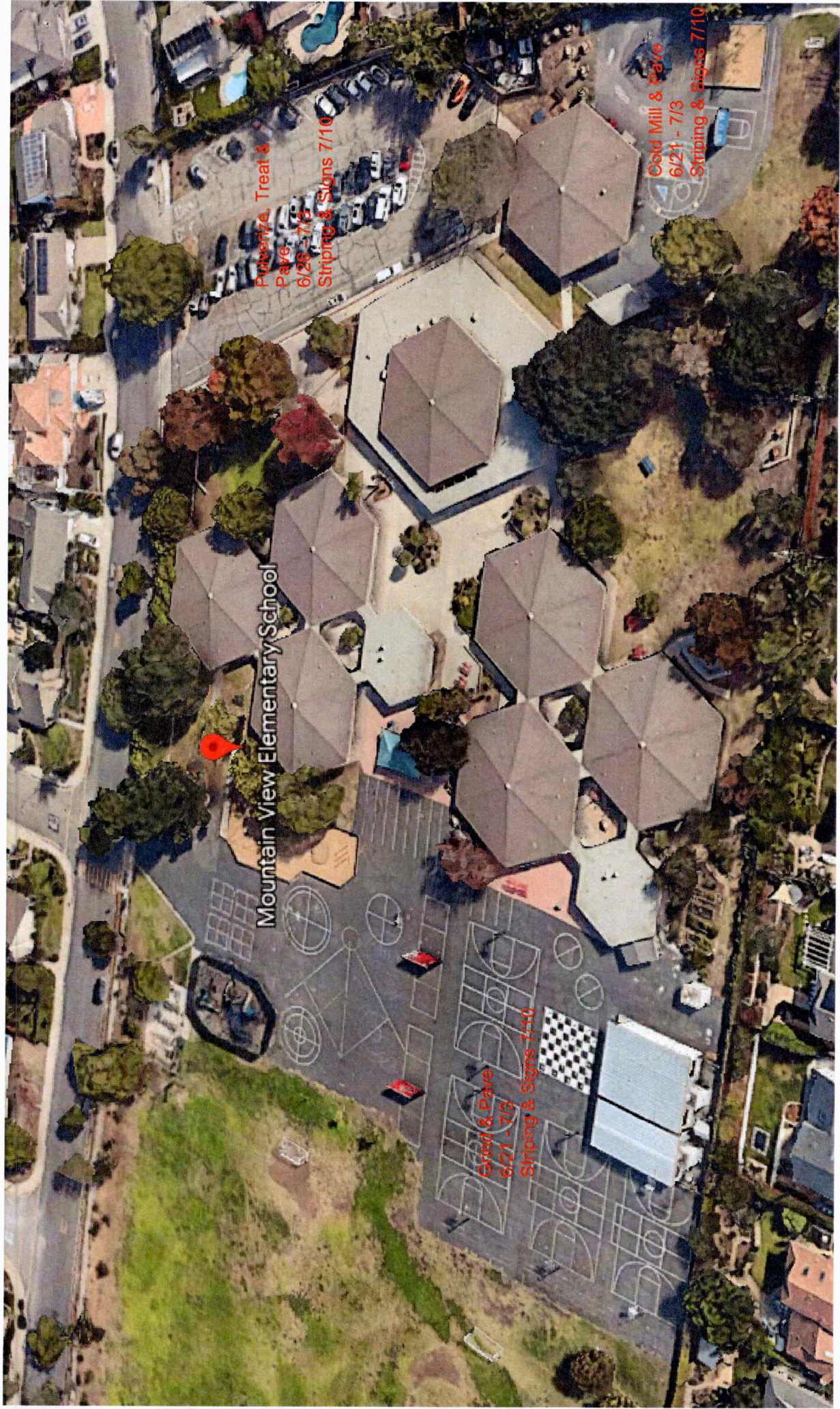
Grind & Pave  
6/19 - 6/29  
Striping & Signs 7/10

El Camino School

New Walks - 6/14-6/22

Grind & Pave  
6/19 - 6/29  
Striping & Signs 7/10

Cold Mill & Pave  
9/19 - 6/28  
Striping & Signs 7/10



Mountain View Elementary School

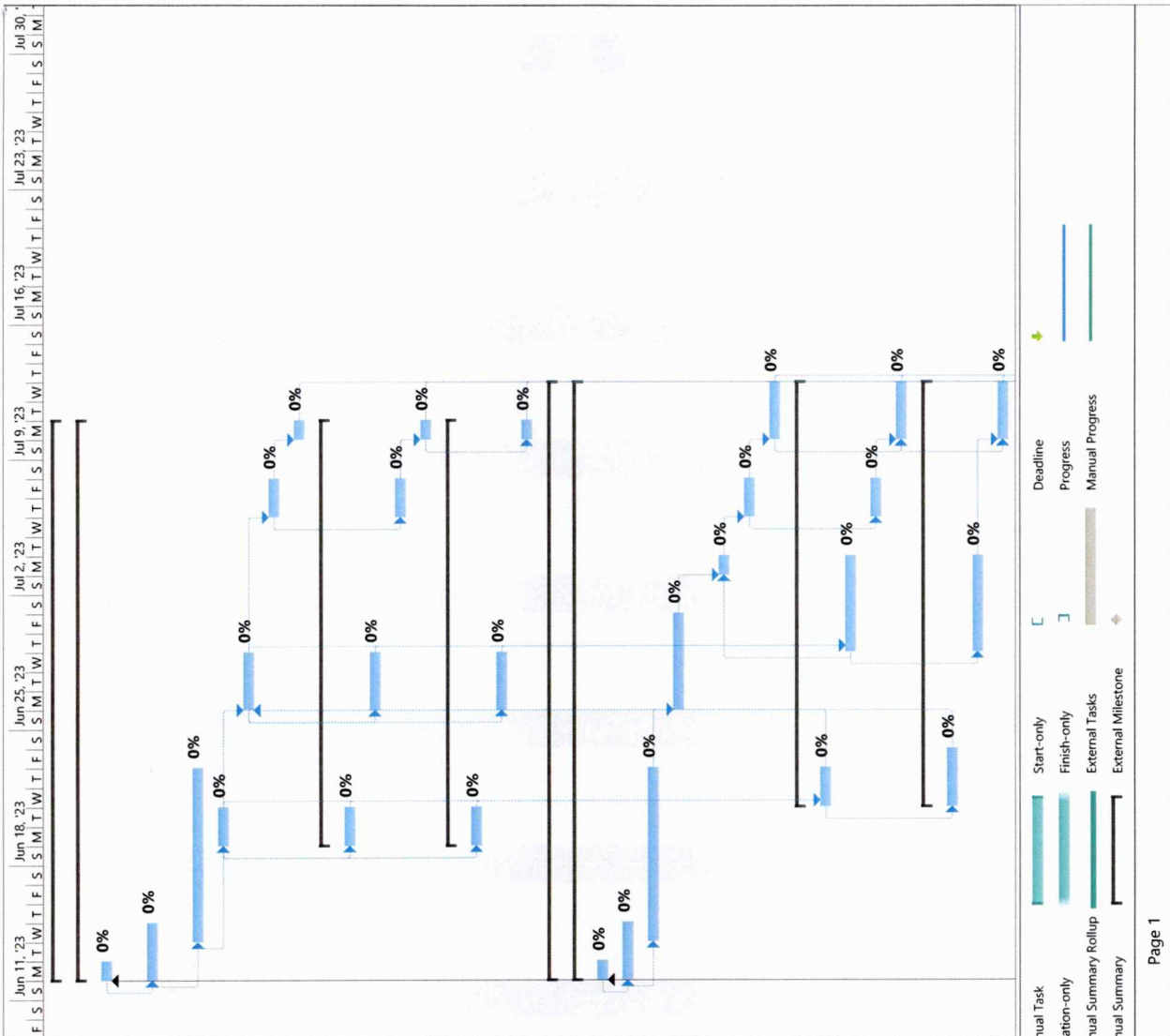
Pulverize, Treat & Pave  
6/26 - 7/3  
Stripping & Signs 7/10

Strip & Pave  
6/21 - 7/3  
Stripping & Signs 7/10

Cold Mill & Pave  
6/21 - 7/3  
Stripping & Signs 7/10

# Mt. View E.S. Summer 2023 - Construction Schedule

| ID | Task Mode | Task Name                               | Duration       | Start              | Finish             | Predecessors |
|----|-----------|---|----------------|--------------------|--------------------|--------------|
| 1  | Task      | <b>El Camino E.S.</b>                   | <b>21 days</b> | <b>Mon 6/12/23</b> | <b>Mon 7/10/23</b> |              |
| 2  | Task      | <b>Main Driveway</b>                    | <b>21 days</b> | <b>Mon 6/12/23</b> | <b>Mon 7/10/23</b> |              |
| 3  | Task      | Demo concrete, remove, prune roots      | 1 day          | Mon 6/12/23        | Mon 6/12/23        | 40           |
| 4  | Task      | Make grade, place base, root barrier    | 3 days         | Mon 6/12/23        | Wed 6/14/23        | 355          |
| 5  | Task      | Pour Concrete                           | 7 days         | Wed 6/14/23        | Thu 6/22/23        | 45S+2 days   |
| 6  | Task      | Grind - HMA                             | 2 days         | Mon 6/19/23        | Tue 6/20/23        | 55S+3 days   |
| 7  | Task      | Pave - 4" HMA                           | 3 days         | Mon 6/26/23        | Wed 6/28/23        | 29:34        |
| 8  | Task      | Raise Valves                            | 2 days         | Thu 7/6/23         | Fri 7/7/23         | 7FS+5 days   |
| 9  | Task      | Striping & Signs                        | 1 day          | Mon 7/10/23        | Mon 7/10/23        |              |
| 10 | Task      | <b>Playground</b>                       | <b>16 days</b> | <b>Mon 6/19/23</b> | <b>Mon 7/10/23</b> |              |
| 11 | Task      | Grind HMA                               | 2 days         | Mon 6/19/23        | Tue 6/20/23        | 6SS          |
| 12 | Task      | Pave - 2.5" MHA                         | 3 days         | Mon 6/26/23        | Wed 6/28/23        | 7SS          |
| 13 | Task      | Raise Valves                            | 2 days         | Thu 7/6/23         | Fri 7/7/23         | 8SS          |
| 14 | Task      | Striping                                | 1 day          | Mon 7/10/23        | Mon 7/10/23        | 13           |
| 15 | Task      | <b>Kindergarten Play Area</b>           | <b>16 days</b> | <b>Mon 6/19/23</b> | <b>Mon 7/10/23</b> |              |
| 16 | Task      | Coldmill                                | 2 days         | Mon 6/19/23        | Tue 6/20/23        | 6SS          |
| 17 | Task      | Pave - 2" HMA                           | 3 days         | Mon 6/26/23        | Wed 6/28/23        | 7SS          |
| 18 | Task      | Striping                                | 1 day          | Mon 7/10/23        | Mon 7/10/23        | 14SS         |
| 19 | Task      | <b>Mt. View E.S.</b>                    | <b>23 days</b> | <b>Mon 6/12/23</b> | <b>Wed 7/12/23</b> |              |
| 20 | Task      | <b>Main Parking Lot</b>                 | <b>23 days</b> | <b>Mon 6/12/23</b> | <b>Wed 7/12/23</b> |              |
| 21 | Task      | Demo & concrete                         | 1 day          | Mon 6/12/23        | Mon 6/12/23        | 40           |
| 22 | Task      | Make grade & place base                 | 3 days         | Mon 6/12/23        | Wed 6/14/23        | 21SS         |
| 23 | Task      | Pour Concrete                           | 7 days         | Wed 6/14/23        | Thu 6/22/23        | 22SS+2 days  |
| 24 | Task      | Pulverize 13", Lime Cement Treatment 9" | 5 days         | Mon 6/26/23        | Fri 6/30/23        | 23FS+1 day   |
| 25 | Task      | Pave - 4" HMA                           | 1 day          | Mon 7/3/23         | Mon 7/3/23         | 30SS,24      |
| 26 | Task      | Raise Valves                            | 2 days         | Thu 7/6/23         | Fri 7/7/23         | 25FS+2 days  |
| 27 | Task      | Striping & Signs                        | 3 days         | Mon 7/10/23        | Wed 7/12/23        | 26           |
| 28 | Task      | <b>Playground</b>                       | <b>16 days</b> | <b>Wed 6/21/23</b> | <b>Wed 7/12/23</b> |              |
| 29 | Task      | Grind & Remove 5" HMA                   | 2 days         | Wed 6/21/23        | Thu 6/22/23        | 6,11,16      |
| 30 | Task      | Pave - 5" HMA                           | 3 days         | Thu 6/29/23        | Mon 7/3/23         | 7,12,17      |
| 31 | Task      | Raise Valves                            | 2 days         | Thu 7/6/23         | Fri 7/7/23         | 26SS         |
| 32 | Task      | Striping                                | 3 days         | Mon 7/10/23        | Wed 7/12/23        | 27SS,31      |
| 33 | Task      | <b>Kindergarten Play Area</b>           | <b>16 days</b> | <b>Wed 6/21/23</b> | <b>Wed 7/12/23</b> |              |
| 34 | Task      | Coldmill 2"                             | 3 days         | Wed 6/21/23        | Fri 6/23/23        | 29SS         |
| 35 | Task      | Pave - 2" HMA                           | 3 days         | Thu 6/29/23        | Mon 7/3/23         | 30SS         |
| 36 | Task      | Striping                                | 3 days         | Mon 7/10/23        | Wed 7/12/23        | 32SS,35      |



Project: 2023-300 El C & Mt V -  
Date: Tue 5/30/23

| ID | Task Mode | Task Name                       | Duration | Start       | Finish      | Predecessors   | Jun 11, '23   | Jun 18, '23   | Jun 25, '23   | Jul 2, '23  | Jul 9, '23  | Jul 16, '23   | Jul 23, '23   | Jul 30, '23 |
|----|-----------|---------------------------------|----------|-------------|-------------|----------------|---|---|---|---|---|---|---|-------------|
| 37 |           | Punchlist                       | 5 days   | Thu 7/13/23 | Wed 7/19/23 | 14,18,27,32,36 | F   S   S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M | S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M | S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M | S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M | S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M | S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M | S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M |             |
| 38 |           | Final Walk/Substantial Complete | 1 day    | Thu 7/20/23 | Thu 7/20/23 | 37             | F   S   S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M | S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M | S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M | S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M | S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M | S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M |   |             |
| 39 |           | Notice of Completion -Board Aut | 0 days   | Wed 8/23/23 | Wed 8/23/23 | 38             | F   S   S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M | S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M | S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M | S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M | S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M | S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M |   |             |
| 40 |           | Last Day of School              | 0 days   | Fri 6/9/23  | Fri 6/9/23  |                | F   S   S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M | S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M | S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M | S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M | S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M | S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M   T   W   T   F   S   S   M |   |             |

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| Task      | Project Summary | Manual Task | Start-only | Deadline |
|-----------|-----------------|-------------|------------|----------|
| Split     |                 |             |            |          |
| Milestone |                 |             |            |          |
| Summary   |                 |             |            |          |
|           |                 |             |            |          |

Project: 2023-300 El C & Mt V -  
Date: Tue 5/30/23