Wallace Kuhl
& ASSOCIATES

CORPORATE OFFICE
3050 Industrial Boulevard
West Sacramento, CA 95691
916.372.1434 phone
916.372.2565 fax

STOCKTON OFFICE
3422 West Hammer Lane, Suite D
Stockton, CA 95219
209.234.7722 phone
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March 6, 2015

DSA File No. 39-39
DSA App. No. 02-113192
LEA No. 227

Mindy Maxedon
Jefferson School District
mmaxedon@sjcoe.net

Construction Materials Testing and Inspection Proposal
JEFFERSON SCHOOL REPLACEMENT INCREMENT 2
7500 West Linne Road
Tracy, California

Wallace-Kuhl and Associates is pleased to submit this proposal to provide testing and inspection services during construction for the Jefferson Elementary School Replacement Increment 2 project.

Our scope of work would include observation and testing of earthwork and inspection and testing of reinforcing steel, concrete placement and sampling, structural steel and epoxy/expansion anchors as required by the project documents, as well as preparation of the Division of the State Architect (DSA) required documentation.

Based on our experience and our review of the DSA approved project plans and specifications we estimate that our fee for the special inspection and testing services required for this project would be approximately $29,955. Billing would be only for work performed and determined based on the attached Schedules of Fees 2015P.

Please be aware that we bill for our hourly services on a portal-to-portal basis from our Stockton office. Also, the construction schedule and the contractor's efficiency affect the number of site visits - and the cost - required for our services. Our representatives would work with the Project Inspector to perform our work in a timely and efficient manner.

To assure that all parties fully understand the limitations of our role in your project, we emphasize that our representatives will not act as supervisor of construction, nor will they direct construction operations. The various sub-contractors should be informed that neither the presence of our representatives nor the testing by our firm shall excuse them from defects discovered in their work. Job and site safety of the contractor's personnel will be the sole responsibility of the contractor.

Our agreement for this work is attached to this proposal. If this proposal is acceptable, please sign the agreement and return it to us as our written authorization to proceed. We will return a fully executed copy of the agreement to you for your files. Please inform us if wet signed copies of the agreement are required. If that is the case, please print sign and return two copies of the agreement to our office. We will then return a fully executed copy by US mail for your files.

Wallace - Kuhl & Associates

Karlton Windhorst
Regional Manager

cc: RGM & Associates - Anthony Continente

Attachments: Budget Estimate
Construction Testing Agreement
Schedule of Fees 2015P

Budget Estimate

JEFFERSON SCHOOL REPLACEMENT INCREMENT 2

Tracy, California

Page 1

	Unit	Cost ($) Per Unit	Estimated Quantity	Total
SOILS TESTING AND INSPECTION				
Water Tank Subgrade Preparation	hour	$ 95.00	16	$ 1,520.00
Foundation Construction Inspection	hour	$ 95.00	8	$ 760.00
Underground Utility Trench Backfill T&I	hour	$ 95.00	20	$ 1,900.00
PROJECT ADMINISTRATION, REVIEW & REPORTS				
Senior Engineer	hour	$ 160.00	2	$ 320.00
		SOILS TOTAL		**$ 4,500.00**
CONCRETE TESTING AND INSPECTION				
Concrete Mix Design Review by Senior Engineer	each	$ 160.00	2	$ 320.00
Reinforcing Steel Sampling and Tagging	hour	$ 90.00	20	$ 1,800.00
Batch Plant Inspection	hour	$ 95.00	15	$ 1,425.00
Concrete Placement T&I				
Continuous and Spread Footings	hour	$ 90.00	15	$ 1,350.00
Slab-on-Grade	hour	$ 90.00	20	$ 1,800.00
Drilled Pier Observation	hour	$ 90.00	15	$ 1,350.00
Miscellaneous	hour	$ 90.00	15	$ 1,350.00
Retrieve Test Samples	hour	$ 90.00	12	$ 1,080.00
Laboratory Testing				
Concrete Test Cylinders - 12 sets of 4	each	$ 25.00	48	$ 1,200.00
Reinforcing Steel Tensile Testing	each	$ 70.00	12	$ 840.00
		CONCRETE TOTAL		**$ 11,675.00**
POST-INSTALLED CONCRETE ANCHORS TESTING AND INSPECTION				
Concrete Anchor Torque Testing	hour	$ 95.00	30	$ 2,850.00
		ANCHOR TOTAL		**$ 2,850.00**
STRUCTURAL STEEL TESTING AND INSPECTION				
Shop Welding Inspection - assuming local fabricator	hour	$ 95.00	10	$ 950.00
Field Welding Inspection	hour	$ 95.00	80	$ 7,600.00
		STRUCTURAL STEEL TOTAL		**$ 8,550.00**
PROJECT ADMINISTRATION, REVIEW & REPORTS				
Project Administration	hour	$ 95.00	20	$ 1,900.00
Senior Engineer - Report Review / Closeout Documentation	hour	$ 160.00	3	$ 480.00
		PROJECT ADMINISTRATION TOTAL		**$ 2,380.00**
PROJECT TOTAL				**$ 29,955.00**

Wallace Kuhl & ASSOCIATES

CONSTRUCTION TESTING AGREEMENT

JEFFERSON SCHOOL REPLACEMENT INCREMENT 2
Tracy, California

JEFFERSON SCHOOL DISTRICT (CLIENT") and River City Geoprofessionals, Inc. dba **WALLACE - KUHL & ASSOCIATES ("WKA")** agree:

1. PROFESSIONAL SERVICES. **WKA** will perform professional services and will receive compensation pursuant to the terms and conditions of the attached proposal letter dated March 6, 2015, which is incorporated herein by reference. In performing professional services, **WKA** shall use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the engineering profession practicing under similar conditions at the same time and in the same or similar locality. **CLIENT** understands and acknowledges the inherent risks connected with construction and agrees that no warranty, either express or implied, is included in this Agreement or in any drawing, specification, report or opinion produced pursuant to this Agreement.

2. PAYMENT. **WKA** will submit invoices for services rendered on a periodic basis, provided, however, said invoices shall not be submitted more frequently than once every 30 days. Invoices shall be due upon receipt, but shall not be considered delinquent if paid on or before the expiration of 30 days from date of mailing. If payment is not so made, a late payment charge shall be due on the invoice amount at the rate of one and one-half percent (1½%) per month on the unpaid balance from the date of the invoice until paid. In the event of delinquency, **CLIENT** shall pay the actual cost of collection including, without limitation, reasonable attorneys' fees.

3. JOB SITE. **WKA** will not act as supervisor of construction operations, nor will **WKA** direct or exert any control over such operations. The construction contractor(s) shall be informed that neither the presence of **WKA** on the job site, nor the testing by **WKA** shall excuse the contractor(s) for defects in any contractor's work or any contractor's non-compliance with the project plans, specifications or applicable laws, ordinances, regulations or standards, whether such defect or non-compliance is discovered during or after construction. **CLIENT** agrees that the construction contractor(s) will be required by **CLIENT** to assume sole and complete responsibility for job conditions during construction, including safety of persons and property.

4. REPORTS. Reports, plans and other work prepared by **WKA** remain the property of **WKA**. **CLIENT** agrees that all reports and other work furnished to the **CLIENT** and his agents not paid for will be returned upon demand, and will not be used for licensing, permits, design and/or construction.

5. LIABILITY. **CLIENT** agrees to indemnify and hold **WKA** harmless from any and all liability in connection with the performance of work during construction of this project, except liability arising directly from the gross negligence or willful misconduct of **WKA. WKA** carries workers' compensation insurance and public liability insurance for bodily injury and property damage that may be suffered by third parties and members of the public who are not covered by the limitation of liability set forth below in Paragraph 6. Certificates of coverage will be furnished to **CLIENT** upon written request. **WKA** assumes the risk of damage caused by its personnel to its supplies and equipment. In the event **CLIENT** desires greater insurance coverage and directs **WKA** to take out additional insurance, **WKA** shall procure and maintain additional insurance, if procurable, at **CLIENT**'s expense; provided, however, **WKA** shall not be responsible for property damage and bodily injury resulting from any cause, including fire and explosion, beyond the amount and coverage of **WKA**'s insurance.

6. LIMITATION OF LIABILITY. **WKA**'s liability for damages due to alleged negligent professional acts, errors and omissions will be limited to a sum not to exceed $50,000 or **WKA**'s total fee, whichever is greater. Notwithstanding any other provision herein to the contrary, WKA shall not be responsible or held liable for any special, indirect or consequential damages resulting in any way from **WKA**'s performance under this Agreement.

7. GOVERNING LAW; DISPUTES. This Agreement shall be governed by the laws of the State of California. Should either party hereto bring suit in court to enforce any term of this Agreement, it is agreed that each party shall pay their own legal costs, expenses and attorneys' fees.

JEFFERSON SCHOOL DISTRICT

Signature

James W Bock, Supt.
Name printed or typed — Title

3/15/15
Date

1219 Wispering Wind Dr.
Company Address

Tracy CA 95376

WALLACE - KUHL & ASSOCIATES

Signature

Karlton Windhorst, Regional Manager
Name/Title

March 6, 2015
Date

PROFESSIONAL SERVICES

PROFESSIONAL SERVICES

Principal Engineer / Geologist	$160.00	per hour
Senior Engineer / Geologist	$160.00	per hour
Senior Environmental Scientist	$160.00	per hour
Project Engineer / Geologist	$135.00	per hour
Project Environmental Scientist	$135.00	per hour
Senior Staff Engineer / Geologist	$125.00	per hour
Senior Staff Environmental Scientist	$125.00	per hour
Staff Engineer / Geologist	$120.00	per hour
Staff Environmental Scientist	$120.00	per hour
Senior Environmental Technician	$95.00	per hour
Senior / Supervising Technician	$95.00	per hour
Draftsperson / GIS Technician	$90.00	per hour
Administrative Assistant	$70.00	per hour

FIELD INVESTIGATION TESTING

Seismic Refraction Survey	$160.00	per hour
Thermal Resistivity Testing	$160.00	per hour
Electrical Resistivity Survey	$160.00	per hour
Hand Augering/Sampling - Engineer	$145.00	per hour
Photoionization Detector	$160.00	per hour

LITIGATION

Data Review/Consultation	$230.00	per hour
Depositions/Expert Witness Testimony	$340.00	per hour

EXPENSES

Vehicle Charges (*Subject to periodic adjustment due to fuel cost*)	$0.75	per mile
Subsistence	$55.00	per day
Lodging	Cost	
Services by Associate Firms and other outside services	Cost	plus 20%
Equipment rental, freight, special materials	Cost	plus 20%
Extra Report Copies		
Black and white versions	$21.00	each
Color photography versions	$32.00	each

PREMIUM CHARGES

Overtime and Saturdays	hourly rate plus	40	percent
Sunday and Holidays	hourly rate plus	75	percent

NOTE:

Premium Charges also apply to Field Services shown on Page 2

FIELD SERVICES

CONCRETE & REINFORCING STEEL

Ball Penetration (Kelly Ball)	$120.00 /hr.
Batch Plant Inspection	$90.00 /hr.
CaCl Moisture Emission Test Kit	$30.00 /kit
CaCl Moisture Emission Testing	$85.00 /hr.
CLSM/CDF/Slurry Testing	$85.00 /hr.
Concrete Mix Design Review	$160.00 /hr.
Concrete Placement Obs/Cast Cylinder	$90.00 /hr.
Concrete Rebound Number Testing	$120.00 /hr.
Concrete Trial Batch	$90.00 /hr.
Floor Flatness Testing	$120.00 /hr.
High Strength Grout Sampling / Testing	$90.00 /hr.
Rebar / Post Tension Special Inspection	$95.00 /hr.
Rebar Location / Pachometer	$120.00 /hr.
Rebar Placement Inspection	$95.00 /hr.
Reinforcing Steel Sampling/Tagging	$90.00 /hr.
Relative Humidity Testing	$120.00 /hr.
Shotcrete Special Inspection	$90.00 /hr.
Transport Cylinders / Samples to Lab	$90.00 /hr.

CORING

Coring (Technician + equipment)	$120.00 /hr.
Coring (Technician assistant)	$90.00 /hr.

POST-INSTALLED ANCHORS

Concrete Anchor Installation Inspection	$90.00 /hr.
Concrete Anchor Proof Load Testing	$120.00 /hr.
Concrete Anchor Torque Testing	$95.00 /hr.
Suspended Ceiling Inspection / Testing	$120.00 /hr.

STRUCTURAL STEEL

Fireproofing Special Inspection / Testing	$90.00 /hr.
High Strength Bolt Special Inspection	$95.00 /hr.
Non-Destructive Testing - UT/MT/PT	$105.00 /hr.
Welding Special Inspection - Field	$95.00 /hr.
Welding Special Inspection - Shop	$95.00 /hr.

MASONRY

In-Place Masonry Flatjack Testing	$145.00 /hr.
In-Place Masonry Shear Testing	$120.00 /hr.
Masonry Materials Sampling / Testing	$90.00 /hr.
Masonry Special Inspection	$90.00 /hr.
Masonry Special Inspection DSA Certified	$100.00 /hr.

SOILS & ASPHALT CONCRETE

Asphalt Concrete Inspection / Testing	$95.00 /hr.
Asphalt Concrete Materials Sampling	$95.00 /hr.
Building Pad Special Inspection / Testing	$95.00 /hr.
Deep Foundation Inspection	$95.00 /hr.
Flatwork AB Inspection / Testing	$95.00 /hr.
Flatwork Subgrade Inspection / Testing	$95.00 /hr.
Grading Inspection / Testing	$95.00 /hr.
Hand Augering and Sampling	$120.00 /hr.
Pavement AB Inspection / Testing	$95.00 /hr.
Pavement Subgrade Inspection / Testing	$95.00 /hr.
Proof Rolling Observation	$95.00 /hr.
Shallow Foundation Inspection	$95.00 /hr.
Slab Subgrade Soil Moisture Tests	$95.00 /hr.
Soil / Aggregate Sampling	$95.00 /hr.
Soil Treatment Testing / Observation	$95.00 /hr.
Structure Backfill Inspection / Testing	$95.00 /hr.
Subgrade Stabilization Observation	$95.00 /hr.
Utility Trench Backfill Testing	$95.00 /hr.
WKA Drill Rig (including operator)	$260.00 /hr.
WKA Drill Rig (helper)	$95.00 /hr.

SPECIALIZED SERVICES

Coefficient of Friction Testing	$120.00 /hr.
Existing Building Evaluation / Demo	$90.00 /hr.
Existing Building Evaluation / Document	$90.00 /hr.
Existing Building Evaluation / Repair	$90.00 /hr.
Field Investigate Support	$90.00 /hr.
FRP Installation Inspection	$90.00 /hr.
GFRC Inspection / Testing	$90.00 /hr.
Soil Elect. Resitivity Testing - Technician	$120.00 /hr.
Prestress Framing Installation	$90.00 /hr.
Proto Wall Inspection / Testing	$90.00 /hr.
Roofing Inspection	$90.00 /hr.
Shear Nailing Inspection	$90.00 /hr.
Thickness Testing - Coating / Steel	$90.00 /hr.
Timber Framing / Hardware Inspection	$90.00 /hr.
Vapor Barrier Inspection	$90.00 /hr.

GENERAL

Inspection / Testing Cancelled	*
Reinspection / Retesting	*
Stand-by Time	*

** Based on hourly rate of Inspection or Testing scheduled*

MINIMUM CHARGES

A two hour minimum charge will apply to field technician services with the following exceptions:

a) Single trip pickup and delivery services, where a one hour minimum will apply.

b) Saturday, Sunday and holidays, where a four hour minimum charge will apply.

SHIFT DIFFERENTIAL

A 25 percent shift differential surcharge will be added to the hourly rate of personnel involved in scheduled testing work between the hours of 6 P.M. and 5 A.M., as well as a four hour minimum.

LABORATORY SERVICES

SOIL

Atterberg Limits (LL/PI)	ASTM D4318	$150.00	each
CLSM/CDF/Soil Cement Compression Test	ASTM D4832	$50.00	each
Compaction Characteristics	ASTM D698	$240.00	each
Compaction Characteristics	ASTM D1557	$240.00	each
Compaction Characteristics	CTM 216	$240.00	each
Expansion Index	ASTM D4829	$175.00	each
Hydraulic Conductivity, Flexible Wall Permeability	ASTM D5084	$400.00	each
Moisture Content	ASTM D2216	$20.00	each
Organic Content	ASTM D2974	$90.00	each
Resistance "R" Value - Untreated	ASTM D2844, CTM 301	$245.00	each
Resistance "R" Value - Laboratory Lime-Treated	ASTM D2844, CTM 301	$300.00	each
Sieve Analysis - Sieve only (Coarse or Fine)	ASTM C136/D1140	$100.00	each
Sieve Analysis - Passing No. 200 only	ASTM D1140	$90.00	each
Sieve Analysis - Sieve & Hydrometer	ASTM D422	$160.00	each
Specific Gravity of Soils	ASTM D854	$125.00	each
Triaxial Compression Test, 1 point - Undisturbed	ASTM D4767	$250.00	each
Triaxial Compression Test, 3 Pt Staged - Undisturbed	ASTM D4767	$295.00	each
Triaxial Compression Test, 1 point - Remolded	ASTM D4767	$325.00	each
Triaxial Compression Test, 3 Pt Staged - Remolded	ASTM D4767	$375.00	each
Unconfined Compression Test	ASTM D2166	$100.00	each
Unit Weight/Moisture Content - Tube Sample	ASTM D2937/D2216	$30.00	each
Consolidation (8 loads + 1 rebound)	ASTM D2435	$450.00	each
Consolidation (additional loads)	ASTM D2435	$50.00	each
Thermal Resistivity	ASTM D5334	$50.00	each

AGGREGATE

Aggregate Unit Weight	ASTM C29	$50.00	each
Clay Lumps and Friable Particles	ASTM C142	$155.00	per size
Cleanness Value	CTM 227	$160.00	each
Durability Index (Coarse or Fine)	CTM 229	$155.00	each
Flat and Elongated Particles in Coarse Aggregate	ASTM D4791	$115.00	per size
Fractured/Crushed Particles	ASTM D5821, CTM 205	$115.00	per size
Organic Impurities in Fine Aggregates	ASTM C40	$55.00	each
Resistance "R" Value	CTM 301	$290.00	each
Sand Equivalent, 1 point	CTM 217	$85.00	each
Sand Equivalent, 3 points	CTM 217	$125.00	each
Sieve Analysis - Coarse or Fine	ASTM C136, CTM 202	$100.00	each
Sieve Analysis - Passing No. 200 only	ASTM C117	$90.00	each
Sodium Sulfate Soundness	ASTM C88, CTM 214	$120.00	per size
Specific Gravity and Absorption (Coarse or Fine)	ASTM C127, C128	$120.00	each

ASPHALT CONCRETE

Asphalt Content (Ignition Oven)	ASTM D6307, CTM 382	$240.00	each
Hveem Compacted Unit Weight, 1 point	ASTM D1560/D2726 CTM 304/308	$95.00	each
Laboratory Test Maximum Density (LTMD), 5 points	CTM 375	$350.00	each
Marshall Compacted Unit Weight, 1 point	ASTM D6926/D2726	$90.00	each
Sieve Analysis of AC Aggregate (Coarse and Fine)	ASTM D5444, CTM 202	$165.00	each
Stabilometer Value, 1 point	CTM 366	$125.00	each
Theoretical Maximum Density	ASTM D2041, CTM 309	$150.00	each
Thickness of AC Cores	ASTM D3549	$10.00	each
Unit Weight of AC Cores	ASTM D2726, D1188, CTM 308	$50.00	each

LABORATORY SERVICES

CONCRETE

Compression Test, Concrete Cylinder	ASTM C39	$25.00	each
Compression Test, Concrete Cylinder - Hold	ASTM C39	$20.00	each
Compression Test, Concrete Core	ASTM C42, C39	$70.00	each
Compression Test, Shotcrete Core	ASTM C42, C39	$70.00	each
Compression Test, High Strength Grout	ASTM C1107/C109	$35.00	each
Concrete Cylinder Mold		$4.00	each
Density / Unit Weight of Concrete	ASTM C567, C642	$50.00	each
Flexural Strength Test, Concrete Beam	ASTM C78	$95.00	each
Laboratory Drying Shrinkage Test, per beam	ASTM C157	$175.00	each
Splitting Tensile Test, Concrete Cylinder	ASTM C496	$75.00	each

MASONRY

Brick			
Compression Test	ASTM C67	$60.00	each
Modulus of Rupture	ASTM C67	$70.00	each
Absorption	ASTM C67	$85.00	each
Concrete Masonry Unit			
Compression Test	ASTM C140	$70.00	each
Absorption & Moisture Content	ASTM C140	$70.00	each
Linear Drying Shrinkage	ASTM C426	$175.00	each
Compression Test, Composite Masonry Prism	ASTM C1314	$95.00	each
Compression Test, Masonry Grout	ASTM C1019	$35.00	each
Compression Test, Mortar	ASTM C780	$30.00	each
Core Shear Test	CBC Section 2105A	$80.00	each

STEEL

Anchor Bolt Tensile Test	ASTM F606	$95.00	each
Fireproofing Density Test	ASTM E605	$65.00	each
High Strength Bolt Assembly Laboratory Testing			
Bolt - Wedge Tension Test	ASTM F606	$70.00	each
Bolt - Proof Load Test	ASTM F606	$70.00	each
Bolt - Hardness Test	ASTM E18	$25.00	each
Nut - Proof Load Test	ASTM F606	$70.00	each
Nut - Hardness Test	ASTM E18	$25.00	each
Washer - Hardness Test	ASTM E18	$25.00	each
Prestressing Steel Strand Tensile Test	ASTM A416/A1061	$125.00	each
Reinforcing Steel (Rebar) Tensile Test			
Up to No. 7	ASTM A615, A706/A370	$70.00	each
From No. 8 through No. 14	ASTM A615, A706/A370	$95.00	each
Reinforcing Steel (Rebar) Bend Test	ASTM A615, A706/A370	$35.00	each
Structural Steel Tensile Test			
Up to 3/4"	ASTM A370	$70.00	each
Sizes Larger Than 3/4"	ASTM A370	$95.00	each
Machining of Test Specimens		cost plus %20	
Structural Steel Hardness Testing	ASTM E18	$75.00	each
Weld Assembly, Guided Bend/Macroetch/T-Bend Test	AWS D1.1, ASTM E190	$75.00	per test
Welder Qualification Test Inspection		$80.00	per hour
Welder Qualification Test Record		$95.00	each

TESTING SERVICES

Laboratory Technician		$75.00	per hour

FIRST AMENDMENT

TO

CONSTRUCTION SERVICES AGREEMENT, SITE LEASE AND SUBLEASE

FOR

THE JEFFERSON SCHOOL REPLACEMENT PROJECT

Dated as of April 14, 2015

Between

JEFFERSON ELEMENTARY SCHOOL DISTRICT

and

RGM AND ASSOCIATES

FIRST AMENDMENT
TO
CONSTRUCTION SERVICES AGREEMENT, SITE LEASE AND SUBLEASE

This First Amendment is made this 14th day of April 2015, by and between the JEFFERSON ELEMENTARY SCHOOL DISTRICT, a California School District organized and existing under the laws of the State of California (hereunder called the "District"), and RGM AND ASSOCIATES, a California Corporation with its principal place of business at 3230 Monument Way, Concord, California ("Contractor").

Recitals

WHEREAS, the District and Contractor originally entered into a Lease-Leaseback Contract for the Jefferson School Replacement Project ("Project") on or about June 12, 2014, which consisted of a Site Lease, Sublease, and Construction Services Agreement (collectively, the "LLB Contract Documents"); and

WHEREAS, the LLB Contract Documents may be amended by the mutual written agreement of the parties; and

WHEREAS, the District and Contractor now desire to amend the LLB Contract Documents to add additional work to be constructed by RGM and Associates; and

WHEREAS, the Plans and Specifications for the additional work were approved by the State of California's Division of the State Architect ("the DSA") on December 2, 2014 and were assigned the corresponding application number DSA #02-113192 (Increment 2); and

WHEREAS, the District and Contractor have agreed to amend the LLB Contract Documents to incorporate this DSA approved additional work subject to the terms and conditions of this First Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the District and Contractor agree to amend the LLB Contract Documents as follows:

1. Additional Scope of Work to be Added to LLB Contract Documents: Construction of the new welded steel water storage tank including all associated site grading, building and equipment pads, rebar and concrete (excluding 4" oiled sand base) as described in the Plans and Specification by PJHM Architects that were approved by the DSA on December 2, 2014, DSA Application #02-113192 (Increment 2). Note: The balance of

Increment 2 work scope for the domestic water and fire water systems will be submitted in a separate Amendment when the design documents are completed. A summary of the costs associated with the Additional Scope of Work to be added to the LLB Contract Documents is attached hereto as Exhibit "A."

2. The Final Guaranteed Maximum Price ("Final GMP") shall be increased to $19,729,372.95 as described in Exhibit "A."

3. The Term of the Sublease and the Site Lease shall be adjusted to be commensurate with the new Final GMP.

4. This First Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the LLB Contract Documents shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this First Amendment to the LLB Contract Documents, in duplicative, as of the day and year first above written.

CONTRACTOR:	THE DISTRICT:
RGM AND ASSOCIATES	JEFFERSON ELEMENTARY SCHOOL DISTRICT
BY:_____	BY:_____
ITS:_____	ITS:_____

Exhibit A

Jefferson School Replacement

First Amendment

Item	Description		Amount	Subcontractor
1	Increment 2 - Rebar	$	9,725.00	CMC Rebar
2	Increment 2 - Concrete	$	50,584.26	Greg Carpenter
3	Increment 2 - Bollard Material	$	5,000.00	Allowance
4	Increment 2 -Welded Steel Water Storage Tank	$	287,660.00	Spiess Construction
5	Increment 2 - Site Grading and Pad Development	$	45,078.50	AM Stephens Construction
6	Increment 2 - 150 LF - 4" Water Line for Well	$	2,975.77	Mozingo
7	Increment 2 - Surveying	$	2,700.00	MVE
8	**Subtotal**	**$**	**403,723.53**	
9	Bond @ 1%	$	4,037.24	
10	**Total Contract Adjustment**	**$**	**407,760.77**	
	Original Guaranteed Maximum Price (GMP)	$	19,321,612.18	
	Revised GMP	**$**	**19,729,372.95**	

CMC REBAR

Contractor: RGM & Associates
jamie@rgmassociates.com

Date: 12/17/2014

Job Name: Jefferson Elementary School

CMC Rebar Job No. TY140070

Extra # 004R

Description: **Increment 2 Pricing Revised Per Addendum #1**
DSA Approved Plans 12/2/14
See Attached Estimator's Worksheet

Material:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Rebar	4,854	LBs	$ 0.6300		$ 3,058.00
Epoxy Rebar	-	LBs	$ 1.5000		$ -
Wire Mesh	-	SF	$ -		$ -
P.T. Cable	-	LBs	$ 1.4950		$ -
Couplers	-	Each	$ -		$ -
Other	-	Each	$ -		$ -
					$ -
					$ 3,058.00

Labor Impact:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Rebar	66	Hours	$ 78.58		$ 4,862.00
Wire Mesh	-	Hours	$ 78.58		$ -
P.T. Cable	-	Hours	$ 78.58		$ -
Couplers	-	Hours	$ 78.58		$ -
Other	-	Hours	$ 78.58		$ -
					$ -
					$ 4,862.00

FWA Labor:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Regular	-	Hours	$ 78.58		$ -
Overtime	-	Hours	$ 22.01	Premium Portion Only	$ -
Doubletime	-	Hours	$ 44.02	Premium Portion Only	$ -
					$ -

Other:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Detailing	3	Hours	$ 75.00		$ 225.00
Crane	-	Hours	$ 300.00		$ -
Delivery	1	Each	$ 225.00		$ 225.00
Pickup	22	Hours	$ 19.98		$ 471.00
Other	-	Each	$ -		$ -
					$ 921.00

SUB-TOTAL	$ 8,841.00
OVERHEAD & PROFIT	$ 884.00
SUB-TOTAL	$ 9,725.00
BOND FEE	$ -
TOTAL ADD (DEDUCT) THIS CHANGE	$ 9,725.00

CMC REBAR

Submitted Electronically by Megan Ponciano for
Steve Dennison
Field Manager

Contractor Name

Signed: _____

Printed Name and Title _____

CMC RESERVES THE RIGHT TO AMEND THIS COST PROPOSAL SHOULD ADDITIONAL COST AND/OR SCHEDULE INFORMATION BECOME AVAILABLE OR DISCOVERED SUBSEQUENT TO THIS PROPOSAL

120 W. Larch Road
Tracy, CA 95304

Phone: 209.834.9300
Fax: 209.836.1457

Takeoff Listing

Estimate: ENO03562 Jefferson School Replacement - Inc. #1
Bid: INC#2 ADD#1 INCREMENT #2 - ADDENDUJM #1 CHANGE
Bid Status: Takeoff In-Process

BPage:1

I	Sac	Str	Mul	Pcs	Qty	Part	Lgt	Typ	Bt	Remarks	Weight
01											
02										EST'D 3-25-15 KB	
03										ADDENDUM #1 DATED 3-23-15	
04											
05											
06										ADDENDUM #1 CHANGE	
07										REF INCREMENT #2 DRWGS	
08											
09										<DELETE>	
10										PUMP STATION PAD	
11										FOUNDATION PLAN 5/W10	
12										16" RAISED SLAB #4@12 EW TB 5/W10	
13										151 SF	
14										*Slab: #4@12 EW TB 27-0x5-8	
15	601		-1	14	-14	4	27-0	Str		* Horz Splc pieces	-253
16	601		-1	56	-56	4	5-8	Str		* Vert Splc pieces	-212
17										12" SLAB #4@16 EW 5/W10	
18										246 SF	
19										*Slab: #4@16 EW 21-0x10-1	
20	602		-1	9	-9	4	21-0	Str		* Horz Splc pieces	-126
21	602		-1	17	-17	4	10-1	Str		* Vert Splc pieces	-115
22										*Slab: #4@16 EW 5-10x5-10	
23	602		-1	6	-6	4	5-10	Str		* Horz Splc pieces	-23
24	602		-1	6	-6	4	5-10	Str		* Vert Splc pieces	-23
25	602		-1	1	-1	4	44-0	Str		TRIM AT PEDESTAL	-29
26	602		-1	4	-4	5	5-0	Str		DIAG TRIM AT PEDESTAL	-21
27										EQUIPMENT PEDESTAL	
28										9-0 X 3-0 H=2-6 1 EA 1/W10	
29	654		-1	14	-14	4	2-8	Hea		V DWLS 12	-25
30	654		-1	4	-4	4	24-0	Hea		H 12 ES	-64
31	654		-4	4	-16	4	1-4	Hea		HK COR	-14
32											
33										ADD	
34										PUMP STATION PAD	
35										FOUNDATION PLAN 5/W10	
36										16" RAISED SLAB #4@12 EW TB 5/W10	
37										151 SF	
38										*Slab: #4@12 EW TB 27-0x5-8	
39	601		1	14	14	4	27-0	Str		* Horz Splc pieces	253
40	601		1	56	56	4	5-8	Str		* Vert Splc pieces	212
41										12" SLAB #4@16 EW 5/W10	
42										246 SF	
43										*Slab: #4@16 EW 21-0x19-2	
44	602		1	16	16	4	21-0	Str		* Horz Splc pieces	224
45	602		1	17	17	4	19-2	Str		* Vert Splc pieces	218
46	602		1	1	1	4	44-0	Str		TRIM AT PEDESTAL	29
47	602		1	4	4	5	5-0	Str		DIAG TRIM AT PEDESTAL	21
48										EQUIPMENT PEDESTAL	
49										9-0 X 3-0 H=2-6 1 EA 1/W10	
50	654		1	14	14	4	2-8	Hea		V DWLS 12	25
51	654		1	4	4	4	24-0	Hea		H 12 ES	64
52	654		4	4	16	4	1-4	Hea		HK COR	14
										** Total Weight **	155

Estimate Weight Summary Report

Lengths in Imperial

Weights in Imperial (lb)

Bid/Pages Included:

ENO03562 Jefferson School Replacement - Inc. #1

INC#2 ADD#1 INCREMENT #2 - ADDENDUJM #1 CHANGE

Takeoff In-Process Change Order Add

ze	ault Grade	40 /A615	75 /A615	60/A615	A706/60	A36 Grade	A82 Grade	ard Metric	ard Metric	Total
	Rebar-Black Weight by Grade									
'13 Bar	0	0	0	155	0	0	0	0	0	155
ıtal:	0	0	0	155	0	0	0	0	0	155

ze	Stock	Straight	Spiral	Heavy	Medium	Light	Processed	Processed	Total
	Rebar-Black Weight by Fab Type								
'13 Bar	0	155	0	0	0	0	0	0	155
ıtal:	0	155	0	0	0	0	0	0	155

FIELD INSTALLED

Sac	Part	Weight	Lb/Ft	Pieces	Ft/Piece	Lb/Piece	Straight	Heavy	Light
601	REBAR SLAB, SOG DBL MAT								
	4	0		0	0.0		0	0	0
	SAC Total:	0	0.000	0	0.0	0.0	0	0	0
602	REBAR SLAB, SOG								
	4	155		-5	-46.3		155	0	0
	5	0		0	0.0		0	0	0
	SAC Total:	155	0.668	-5	-46.3	-30.9	155	0	0
654	MISC., EQUIPMENT PADS								
	4	0		0	0.0		0	0	0
	SAC Total:	0	0.000	0	0.0	0.0	0	0	0
NSTALLED TOTALS:		155	0.668	-5	-46.3	-30.9	155	0	0

FOB ITEMS

Sac	Part	Weight	Lb/Ft	Pieces	Ft/Piece	Lb/Piece	Straight	Heavy	Light
	SAC Total:	0	0.000	0	0.0	0.0	0	0	0
OB TOTALS:		0	0.000	0	0.0	0.0	0	0	0

12/9/2014
Lengths in Imperial

Takeoff Listing

Weights in Imperial (lb)

Estimate: ENO03562 Jefferson School Replacement - Inc. #1
Bid: INC 2 INCREMENT #2 - DSA APPROVED PLANS DATED 12-2-14
Bid Status: Takeoff In-Process

BPage:1

Itm	Sac	Str	Mul	Pos	Qty	Part	Lgt	Typ	Bt	Remarks	Weight
0001											
0002											
0003										EST'D 12-09-14 KB	
0004										DSA APPRV. DRWGS DATED 12-2-14	
0005											
0006											
0007										INCREMENT #2 DRAWINGS	
0008											
0009										FIRE WATER TANK	
0010										TANK DIA = 39-0	
0011										TANK RING FOOTING	
0012	209		1	12	12	5	138-0	Hea		W=1-6 D=2-6 L=123 1/W9	
0013	209		1	123	123	4	5-10	Lig		12 L 36" LAP	1727
0014	209		1	123	123	4	1-10	Lig		STRP 12	479
0015										CAP 12	151
0016										OVERFLOW DOGHOUSE CLEANOUT	
0017	650		1	6	6	4	15-0	Hea		8-6 X 4-0 D=3-0 1 EA 1/W9	
0018	650		1	10	10	4	10-6	Hea		L 12	60
0019	650		1	3	3	4	27-0	Hea		T 12	70
0020	650		4	6	24	4	0-8	Hea		H 12	54
0021										HK COR	11
0022										PIPE SUPPORT FTGS	
0023	203		5	12	60	4	2-0	Str		2-6 SQ D=2-0 5 EA 3/W9	
0024	203		5	4	20	4	5-6	Lig		3 EW TB	80
0025										STANDEES	73
0026											
0027										PUMP STATION PAD	
0028										FOUNDATION PLAN 5/W10	
0029										16" RAISED SLAB #4@12 EW TB 5/W10	
0030										151 SF	
0031	601		1	14	14	4	27-0	Str		*Slab: #4@12 EW TB 27-0x5-8	
0032	601		1	56	56	4	5-8	Str		* Horz Splc pieces	253
0033										* Vert Splc pieces	212
0034										12" SLAB #4@16 EW 5/W10	
0035										246 SF	
0036	602		1	9	9	4	21-0	Str		*Slab: #4@16 EW 21-0x10-1	
0037	602		1	17	17	4	10-1	Str		* Horz Splc pieces	126
0038										* Vert Splc pieces	115
0039	602		1	6	6	4	5-10	Str		*Slab: #4@16 EW 5-10x5-10	
0040	602		1	6	6	4	5-10	Str		* Horz Splc pieces	23
0041	602		1	1	1	4	44-0	Str		* Vert Splc pieces	23
0042	602		1	4	4	5	5-0	Str		TRIM AT PEDESTAL	29
0043										DIAG TRIM AT PEDESTAL	21
0044										EQUIPMENT PEDESTAL	
0045	654		1	14	14	4	2-8	Hea		9-0 X 3-0 H=2-6 1 EA 1/W10	
0046	654		1	4	4	4	24-0	Hea		V DWLS 12	25
0047	654		4	4	16	4	1-4	Hea		H 12 ES	64
0048										HK COR	14
0049											
0050										BLADDER TANK FOOTINGS	
0051	437		2	10	20	5	5-6	Str		W=4-0 H=5-0 L=6 2 EA B,C/W6	
0052	437		2	7	14	5	3-6	Str		10L BOT	115
0053	437		2	14	28	5	5-10	Hea		7T BOT	51
0054	437		2	4	8	5	14-0	Lig		7V EF	170
0055										H TIES 11	117
0056											
0057										SHADE STRUCTURE OVER BLADDER TANK	
0058										SPREAD FTGS	
0059	203		4	24	96	5	5-9	Str		6-3 SQ D=2-0 4 EA 6K,8K/S4	
0060	203		4	4	16	4	5-6	Lig		6 EW TB	576
										STANDEES	59
										** Total Weight **	4699

12/9/2014 04:07 PM

Estimate Weight Summary Report

Lengths in Imperial

Weights in Imperial (lb)

Bid/Pages Included:
INC 2 INCREMENT #2 - DSA APPROVED PLANS DATED 12-2-14

ENO03562 Jefferson School Replacement - Inc. #1

Takeoff In-Process Change Order Add

Rebar-Black Weight by Grade

Size	ault Grade	40 /A615	75 /A615	60/A615	A706/60	A36 Grade	A82 Grade	ard Metric	ard Metric	Total
4/13 Bar	0	0	0	1922	0	0	0	0	0	1922
5/16 Bar	0	0	0	2777	0	0	0	0	0	2777
Total:	0	0	0	4699	0	0	0	0	0	4699

Rebar-Black Weight by Fab Type

Size	Stock	Straight	Spiral	Heavy	Medium	Light	Processed	Processed	Total
4/13 Bar	0	862	0	298	0	762	0	0	1922
5/16 Bar	0	762	0	1898	0	117	0	0	2777
Total:	0	1624	0	2196	0	879	0	0	4699

FIELD INSTALLED

Sac	Part	Weight	Lb/Ft	Pieces	Ft/Piece	Lb/Piece	Straight	Heavy	Light		
203	FOOTINGS, COLUMN PADS										
	4	212		96	3.3		80	0	132		
	5	576		96	5.7		576	0	0		
	SAC Total:	788	0.906	192	4.5	4.1	656	0	132	50	16
209	FOOTINGS, GRADE BEAMS										
	4	630		246	3.8		0	0	630		
	5	1727		12	138.0		0	1727	0		
	SAC Total:	2357	0.907	258	10.1	9.1	0	1727	630	100	24
437	COLUMNS, PEDESTALS										
	5	453		70	6.2		166	170	117		
	SAC Total:	453	1.043	70	6.2	6.5	166	170	117	50	9
601	REBAR SLAB, SOG DBL MAT										
	4	464		70	9.9		464	0	0		
	SAC Total:	464	0.668	70	9.9	6.6	464	0	0	100	5
602	REBAR SLAB, SOG										
	4	317		39	12.2		317	0	0		
	5	21		4	5.0		21	0	0		
	SAC Total:	338	0.683	43	11.5	7.9	338	0	0	100	3
650	MISC., PITS										
	4	195		43	6.8		0	195	0		
	SAC Total:	195	0.668	43	6.8	4.5	0	195	0	50	4
654	MISC., EQUIPMENT PADS										
	4	103		34	4.5		0	103	0		
	SAC Total:	103	0.668	34	4.5	3.0	0	103	0	50	2
INSTALLED TOTALS:		4699	0.848	710	7.8	6.6	1624	2196	879		

FOB ITEMS

Sac	Part	Weight	Lb/Ft	Pieces	Ft/Piece	Lb/Piece	Straight	Heavy	Light	
	SAC Total:	0	0.000	0	0.0	0.0	0	0	0	= 64 hrs
FOB TOTALS:		0	0.000	0	0.0	0.0	0	0	0	

GREG CARPENTER
CONCRETE, INC
(209) 367-4224 - Fax (209) 367-4211 – 955 N. Guild Ave., Lodi CA. 95240 - Lic. No. 715381

State of California – Certified Small Business

Date: 04/07/2015
To: RGM & Associates
Attn: Gino Elliot
Re: Jefferson Elementary Increment 2 w/ Addendum 01
Fax no: 925.671.7788

Greg Carpenter Concrete, Inc. is pleased to provide this quotation in the amount of $40,058.40 to provide equipment, labor and materials for the following scope of work based on Increment 2 drawings provided by pjhm Architects subject to the Clarifications and Exclusions listed within this proposal. This quotation is valid for 30 days, is contingent on a mutually acceptable start date and shall become the basis for any contractual agreement.

Scope:

1. Pump station pad including forming and placing concrete at 12" thick (pump pad), 16" thick (electrical pad) and 2'-6" thick (pump pedestal) for areas as shown on W-10. Standard spray cure is included.
2. Form and place pipe support pedestals at four locations.
3. Excavate and install eight bollards provided by others.
4. Bladder tank foundation. (C/W-6)

Alternate:

Tank ring foundation inclusive of excavation, placing concrete against earth and wood forms, strip and clean.

Increment #2 Bid Breakdown:

Scope	$	40,489.75
Bond	$	583.05
Total	$	41,072.80
Alternate (Tank Ring Foundation)	$	9,511.46
		50,584.26

Clarifications

1. General contractor is to provide safe, unobstructed access to all areas of the work.
2. Construction waste bins, water and sanitary facilities are to be provided by others.
3. All utilities are to be marked by others. Damages to utilities will not be the responsibility of Greg Carpenter Concrete, Inc. Potholing and USA are not included.
4. Surveying and staking is to be provided by others
5. Pads and subgrade for all concrete work is to be graded within .05 ft., balanced for total quantity, and ready for concrete operations.
6. Payment is to be received within 30 days of the date of invoice with a maximum of 5% retention held.
7. One mobilization is included, additional mobilizations will be at the expense of others.

Exclusions

1. Bonds, permits, retentions, testing and fees.
2. Backfill, aggregate base and oiled sand fill for tank ring foundation interior as shown on 1/W-5.
3. Excavation for and installation of precast vaults including valve vault and outlet vault.
4. Reinforcement for all Increment 2 concrete work.
5. Dust control, dewatering, rock excavation, SWPP requirements and winterization. Winterization includes but is not limited to pumping of standing water, re-cleaning excavations, tenting or covering, building of access roads, and pre-washing vehicles before leaving the site, etc.
6. Traffic control and road cleanup.

Thank you for your consideration of Greg Carpenter Concrete, Inc. for this project. If you have any questions or if we may be of further assistance please feel free to call me at 209/367-4224.

Sincerely,
Greg Carpenter Concrete, Inc.
Garrett Carpenter
Assistant Project Manager

AZ #119975 • CA #333989 • NV #0038929

Spiess Construction Co., Inc.

P. O. Box 2849
Santa Maria, CA. 93457-2849
(805) 937-5859
Fax (805) 934-4432

Jefferson School District
RGM & Associates

Jefferson School Replacement Increment 2

CHANGE ORDER REQUEST No. 21434-01

SCOPE: Labor, Material, and Equipment to adhere to addendum 1 with regards to the welded steel water reservoir.

Total Estimated Cost: **$2,500.00**

Time Extension Requested: 1 Day

By: Alex Holman
Alex Holman, Project Manager

Date Submitted: 2 April 2015

SUBCONTRACT

Standard Form of Agreement Between Contractor and Subcontractor

RGM 2011 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

THIS AGREEMENT,

made as of the 12th (day) of June (Month) in the year Two Thousand Fourteen.

BETWEEN:

the Contractor: ("General Contractor", or "Contractor")	**RGM AND ASSOCIATES** **3230 Monument Way** **Concord, CA 94518**	Phone: **925-671-7717** FAX: **925/671-7788** Email: **jes@rgmassociates.com**	License #: **509513**
and the Subcontractor: Legal Address: Mailing Address:	**Spiess Construction Company, Inc.** **1110 E. Clark Avenue** **Santa Maria, CA 93455**	Phone: **805-937-5859** FAX: **805-934-4432** Email: scott.coleman@sccitanks.com aholman@sccitanks.com	License #: **333989**
The Project:	Jefferson School Replacement 7500 West Linne Road Tracy, CA 95377		
The District: ("Lessee District" or "District")	Jefferson School District 1219 Whispering Wind Drive Tracy, CA 95377		
The Architect:	PJHM Architects 24461 Ridge Route Drive, Suite 100 Laguna Hills, CA 92653		

The Contract between the District and RGM and Associates is a public works contract pursuant to the Lease Leaseback provisions afforded the District under California Education Code section 17406 which permits the governing board of a school the District, without advertising for bids, to lease to any person, firm, or corporation any real property owned by the District if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provide for the construction thereon, of a building for the use of the school the District, during the term of the lease, and provides that title to that building shall vest in the school the District at the expiration of the lease.

The Contractor and Subcontractor agree as set forth below.

ARTICLE 1

THE CONTRACT DOCUMENTS

1.1 The Contract Documents for this Subcontract consist of this Agreement and any Exhibits attached hereto, the agreement(s) between the **Jefferson School District ("District")** and **RGM and Associates**, General Contractor, the Conditions of the Contract between the District and General Contractor (General, Special, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of the agreement between the District and General Contractor and agreed upon by the parties to this Subcontract. These documents form the Subcontract, and are as fully incorporated into this Subcontract as if set forth herein. Copies of the above referenced documents are enumerated in Article 15.2., and shall be made available to Subcontractor upon his request and can be examined during regular business hours at the Contractor's home office.

1.2 Subcontractor shall be bound to General Contractor by the terms of this Agreement and, to the extent that provisions of the Contract Documents between District and General Contractor apply to the Work of Subcontractor as defined in this Agreement, Subcontractor shall assume toward General Contractor all the obligations and responsibilities which General Contractor, by those Documents, assumes toward District and Architect, and shall have the benefit of all rights, remedies and redress against General Contractor which General Contractor, by those Documents, has against District, insofar as applicable to this Subcontract, provided that where any provision of the Contract Documents between District and General Contractor is inconsistent with any provision of this Agreement, this Agreement shall govern.

1.3 Subcontractor shall include all Contract Documents into its sub-tier contracts. This Subcontract is subject to all the requirements under California Law and Public Contract Code related to public works projects on California Public School facilities. Subcontractor shall ensure that all sub-tier Subcontractors and vendors be bound to the same terms and conditions between District and General Contractor and between General Contractor and Subcontractor.

* 1.4 SPIESS CONSTRUCTION QUOTE DATED 9-19-14

ARTICLE 2

THE WORK

2.1 Subcontractor agrees to perform and furnish all labor, coordination, supervision, materials, equipment, tools, machinery, transportation, supplies, facilities and incidentals necessary to perform the work described in this Contract and the Contract Documents, related to **the Welded Steel Water Storage Tank** in a prompt, efficient, good and workmanlike manner, in strict accordance with plans and specifications, attached supplemental provisions, and as acknowledged in your bid dated May 16, 2014 attached hereto. **A Notice of Intent to Award was issued on 9/19/14 to serve as your interim authorization to proceed with design only for the tanks. Upon completion and approval the lump sum amount for this work is $10,000.00. Should the Jefferson School District elect to cancel the project, prior to the issuance of the Second Notice to Proceed to construct the welded steel water storage tank, compensation to Spiess Construction Company, Inc. (SCCI) shall be limited to no more than $10,000.00 for the tank design.**

2.2 All materials to be furnished hereunder, unless otherwise specified in writing, shall be new, of top quality, and installed without substitution. All materials and work will conform to drawings, specifications, plans and samples, or to other descriptions furnished by Subcontractor and approved by General Contractor. Subcontractor shall locate and store its materials and equipment so as to avoid interference with other trades, will continuously clean up and remove from the project site all surplus materials and spoils and those remaining after the performance of the work under this contract. If such is not done, General Contractor may remove same and backcharge the cost of cleanup, organization and removal to Subcontractor. Subcontractor shall comply with all statutes and ordinances of all governmental agencies or authorities in the disposing of materials.

2.3 Subcontractor understands that the subject Contract between District and Contractor is based on California Education Code section 17406.

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 TWENTY-FOUR HOUR NOTICE

3.1.1 The work to be performed on site under this Subcontract shall be commenced within 24 hours of the Notice to Proceed issued by General Contractor's superintendent or office and, subject to authorized adjustments, and Subcontractor shall diligently and continually prosecute the work in accordance with the project schedule and job superintendent's directives providing sufficient material and labor to be substantially complete within the project schedule. (Baseline Schedule Attached)

3.1.2 Subcontractor recognizes that the original progress schedule may be modified from time to time as deemed necessary by Contractor and District. Subcontractor agrees to conform to schedule modifications made by Contractor and expressly acknowledges that no additional compensation shall be allowed due to schedule modifications provided that the total time allocated for the work remains unchanged from the original baseline schedule.

3.1.3 Upon execution of this Subcontract, unless otherwise advised, Subcontractor shall proceed immediately with all necessary shop drawings and/or submittals. Completed shop drawings and submittals shall be provided to General Contractor within ten (10) working days of the Letter of Intent, Contract or Notice to Proceed whichever occurs first. Any proposed substitutions must be submitted for approval within ten (10) days of receipt of this Subcontract and clearly designated as proposed substitutions with sufficient supporting documentation to endorse the proposed substitution is commensurate with the specified products.

3.2 WRITTEN APPROVAL

Any deviation from the progress schedule or superintendents notice to commence MUST be approved in writing by General Contractor. Any deviation resulting in delay shall be subject to Liquidated Damages as provided in Paragraph 10.2.

3.3 TIME IS OF THE ESSENCE IN THIS SUBCONTRACT:

In the performance of Subcontractor's obligations hereunder, **Time is of the Essence** in this Subcontract. No extension of time will be valid without the General Contractor's written approval after application by Subcontractor in accordance with Paragraph 11.12.

3.4 SCHEDULED COMMITMENTS

If the Subcontractor finds it cannot meet its agreed scheduled commitments and must work longer hours, weekends, etc. to do so, Subcontractor shall compensate General Contractor for additional on-site supervision, and/or District for Project Inspector at a rate of $85.00 per hour, plus overtime. (Time and one half for weekdays, double time for Saturdays and Holidays.)

3.5 WRITTEN CONSENT

Subcontractor is to make no changes in the scope of work or claim additional days or compensation without the advanced written consent and approval of General Contractor.

3.6 SITE SUPERVISION

Subcontractor shall designate and maintain a competent Superintendent or Foreman at the project site at all times Subcontractor is performing and scheduled to work on site and as necessary for weekly coordination meetings until the acceptance certificate is issued for Subcontractor's work. Said person shall be authorized by Subcontractor to receive and execute, without delay, any instructions, communications or notices from General Contractor regarding Subcontractor's performance of the work described in this Contract and shall be sufficiently familiar with the plans and specifications to accurately instruct Subcontractor's employees and sub tier subcontractors. If General Contractor,

* THE TERMS + CONDITIONS ARE INCLUDED + ATTACHED AS EXHIBIT "A."

District or Architect, in their sole discretion, determines that Subcontractor's designated Superintendent or Foreman is not or becomes unacceptable for any reason, Subcontractor agrees to designate another Superintendent or Foreman at its own cost and to prohibit any Superintendent or Foreman so replaced from returning to the project site in any capacity while under Subcontractor's employment.

ARTICLE 4

THE CONTRACT SUM

General Contractor shall pay Subcontractor in current funds for the performance of the Work, subject to additions and deductions authorized pursuant to Article 5 and 11.12, the Contract Sum of **Two Hundred Eighty Five Thousand One Hundred Sixty and 00/100 Dollars ($ 285,160.00).**

The Contract Sum is determined as follows: **LUMP SUM**

ARTICLE 5

PROGRESS PAYMENTS

5.1 REQUESTS FOR PAYMENT

5.1.1 Subcontractor shall receive monthly progress payments unless provided otherwise herein. Subcontractor shall furnish a Request for Payment in writing on or before the twentieth (20th) day of each month, containing a detailed cost breakdown for the calendar month ending on the last day of the month, and including information on the status of materials and equipment under this Subcontract which may be in the course of preparation or manufacture. The Request for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Request for Payment.

5.1.2 Appropriate releases and waivers, insurance certificates, and, where applicable on public works project, certified payroll reports, District operator listing statements, fringe benefit statements, subcontractor list, monthly employment utilization reports, and apprenticeship certifications are required to be submitted with the Request for Payment. Incomplete requests may delay the payment process.

5.2 RETAINAGE

Retention will be held from each approved Progress Payment until final settlement in the same rate that the Lessee District retains from Contractor, and any additional reasonable amount until Subcontractor has furnished General Contractor with suitable evidence that Subcontractor has paid in full for all labor, materials and supplies used in the Work through the date of the Request.

5.3 PROGRESS PAYMENT COMPUTATION

5.3.1 Payments shall be made on the valuation of Work satisfactorily complete. The Subcontractor shall, within ten (10) days upon notification of Award submit to General Contractor an itemized Schedule of Values of the various components of the Work aggregating the total sum of this Subcontract, made out in such detail as required by General Contractor and District, and supported by such substantiation and evidence as to its correctness as General Contractor may direct. This schedule, when approved by General Contractor and District, shall be used as a basis for evaluating and processing Requests for Payment, unless it is found to be in error. In applying for payment, Subcontractor shall submit a statement based upon this schedule.

5.3.2 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

(a) The portion of the Contract Sum properly allocable for completed Work, as determined by multiplying the percent complete for each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage If a Change Order has been issued, that portion of the Change Order amount completed and accepted may be added to the Payment Application. Change Orders are to be invoiced separately; however, the Work performed thereunder shall be covered by the terms of this agreement;

(b) Add that portion of the Contract Sum properly allocable to materials and equipment delivered and incorporated in the completed construction (or, if approved in advance by the District, suitably stored at the site for subsequent incorporation or stored off-site at a location agreed upon in writing), less retainage.

(c) Less the sum of the aggregate of previous payments made by General Contractor; and

(d) Less Subcontract amounts, if any, for which General Contractor has withheld or nullified a Certificate of Payment as provided in the General Conditions.

5.3.3 The District's/Architect's review and determination of the percent complete shall override any estimate contained in a Request for Payment.

5.4 WITHHOLD

General Contractor reserves the right to retain, out of the monies due or to become due to Subcontractor, a sufficient amount to indemnify General Contractor against any loss by reason of lien or claim against or arising from Subcontractor's performance or failure of performance, including reasonable cost of litigation thereunder, if General Contractor may be held directly or indirectly liable for such lien or claim, until such liability shall cease to exist.

5.5 LIEN WAIVERS (FORMS 1 - 4 ATTACHED).

Subcontractor shall provide the following lien waivers for itself and for all sub-tier Subcontractors and/or Suppliers as attached hereto as Forms 1 - 5, as follows:

(a) Subcontractor must submit with the first Request for Payment, a "Conditional Waiver and Release Upon Progress Payment" (Form #1) from Subcontractor and each Sub-subcontractor and Supplier.

(b) With each subsequent Request for Payment, Subcontractor shall submit in addition to the documents required in subpart (a) above, an "Unconditional Waiver and Release Upon Progress Payment" (Form #2) for each "Conditional Waiver and Release Upon Progress Payment" form submitted with the prior Request for Payment.

(c) In addition to the above, Subcontractor's final request for Payment must contain a "Conditional Upon Final Payment Release" (Form #3) from each Sub-subcontractor and/or Supplier and comply with Article 6 herein.

(d) Upon Final Payment to Subcontractor, Subcontractor shall submit an "Unconditional Waiver and Release Upon Final Payment" (Form #4) on its behalf.

5.6 INTEREST

Progress Payments or Final Payment overdue and unpaid under this Subcontract, without reasonable justification by General Contractor, shall bear interest from the date payment is overdue at the rate entered below or, in the absence thereof, at the legal rate prevailing at the place of the Project.

3% per annum

5.7 JOINT CHECKS/DIRECT PAYMENT

General Contractor reserves the right to issue joint checks or make direct payments whenever General Contractor, in its sole discretion, determines that such action is necessary to protect itself and District against third party claims.

ARTICLE 6

FINAL PAYMENT

6.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by General Contractor when (1) the Contract has been fully performed by Subcontractor except for Subcontractor's responsibility to correct nonconforming Work as provided herein, in the General Conditions, and to satisfy other requirements, if any, which necessarily survive Final Payment; and (2) a final Certificate for Payment has been issued by Architect; such Final Payment shall be made by General Contractor not more than 10 days after receipt of payment by District.

6.2 Final Payment and Retention will be made subject to all terms and conditions of this Contract having been met by Subcontractor and in accordance with Article 6.3 below.

6.3 Before issuance of the Final Payment and/or Retention, Subcontractor shall submit evidence, satisfactory to General Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with Subcontractor's Work has been satisfied along with any and all payroll, benefit, subcontractor and apprentice reports required and verification that no claims or potential claims exist as stated herein. All training must be complete and all closeout documents, warranties and operating manuals received prior to release of Final Payment and Retention.

6.4 Issuance of Final Payment does not constitute an assignment of future liability to District or General Contractor of any failure or deficiencies in Subcontractor's Work.

ARTICLE 7

PERFORMANCE, LABOR AND MATERIAL PAYMENT BOND

General Contractor shall have the right to require Subcontractor to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Such bonds shall equal 100% of the contract price and may be required at any time during the progress of the Work. If General Contractor requires Subcontractor to furnish bonds after the execution of this agreement, the bond premium shall be added to the contract price to the extent that it is a standard market premium. Any increase in bond premium due to issuance of the bond in a substandard market shall be paid by Subcontractor. Failure of Subcontractor to supply such bonds within fifteen (15) days after written requirement thereof shall constitute a material breach of this Contract.

ARTICLE 8

TEMPORARY FACILITIES, SERVICES AND EQUIPMENT

General Contractor's temporary facilities and equipment existing at the project site, may be utilized by Subcontractor only with General Contractor's written consent and on terms satisfactory to General Contractor. Use of equipment and facilities shall be at Subcontractor's sole risk.

ARTICLE 9

INSURANCE

9.1 SCOPE OF INSURANCE

General Contractor requires a minimum of the following insurance:

GENERAL LIABILITY and/or EXCESS (UMBRELLA) LIABILITY**:

Bodily Injury, Property Damage and Product/Completed Operation, as follows:

Each Occurrence:	1,000,000
Aggregate:	2,000,000

AUTOMOBILE LIABILITY:

Bodily Injury (Each Person):	1,000,000
Bodily Injury (Each Accident):	1,000,000

WORKERS' COMPENSATION: Evidence of Coverage

Statutory – Labor Code Sections 3700 and 1861

30-DAY MINIMUM CANCELLATION NOTICE

***** An excess (umbrella) liability policy is defined as being in addition to the general liability amounts.***

***** Reference Subcontractor Insurance Requirements for limits and specific criteria.***

9.1.2 The Subcontractor shall name **(DISTRICT, ITS OFFICERS, AGENTS AND EMPLOYEES), (ARCHITECT),** and **RGM AND ASSOCIATES** as additionally insured for general liability, excess liability and automobile liability.

9.2 HOLD HARMLESS

9.2.1 General Contractor and Subcontractor waive all rights against each other and against District, Architect and all other subcontractors for damages caused by fire or other perils to the extent covered by property insurance provided under the General Conditions, except such rights as they may have to the proceeds of such insurance.

9.3 PROTECTION OF EXISTING IMPROVEMENTS

9.3.1. Subcontractor shall provide its own insurance and be responsible for the protection, restoration, or replacement of any improvement damaged or destroyed during the course of Subcontractor's Work. The cost of such shall be considered as included in the price bid for the Work to be performed and no extra payments will be made to Subcontractor therefor.

9.3.2 In carrying out his work, Subcontractor shall take necessary precautions to protect the finishing work of other trades from damage caused by Subcontractor's operation and coordinate its Work with other trades as necessary.

9.4 RISK OF LOSS

9.4.1 All equipment, materials, and completed or uncompleted work are at the risk of Subcontractor until the entire project has been completed and accepted by General Contractor. Subcontractor shall provide its own insurance covering such risk and will not be excused from performance of this Contract by damage to or destruction of its equipment, materials, or partially or fully completed work. In the event of damage to or destruction of the Work, Subcontractor will rebuild its portion of the Work without additional compensation and look to its own resources or insurance coverage to pay for such rebuilding.

9.4.2 General Contractor or District shall not be liable for any loss, damage to, or theft of materials or equipment stored on the jobsite or furnished by Subcontractor.

ARTICLE 10

SPECIAL CONDITIONS

10.1 INVESTIGATION BY SUBCONTRACTOR

Subcontractor has carefully examined and investigated the nature, locality, project site, and considered the conditions and difficulties under which the Work is to be performed. Subcontractor also has read and understands this Subcontract Agreement and the other Contract Documents and undertakes the contractual obligations and entitlements hereunder on the basis of its own examination, investigation, and evaluation of all such matters, and not in reliance on the opinions or representations of General Contractor. If there are any inconsistencies or ambiguities in any of the Contract Documents, Subcontractor will bring such inconsistencies or ambiguities to the attention of General Contractor before the execution of this Contract. Thereafter, Subcontractor shall be bound

Initial

by General Contractor's resolution of such inconsistencies or ambiguities at no additional cost to General Contractor.

10.2 LIQUIDATED DAMAGES

Subcontractor recognizes that District may impose damages against General Contractor as provided in the agreement between District and General Contractor, and that General Contractor will suffer injury to its reputation, in addition to actual monetary damages, if Subcontractor is the sole or partial cause of delay in the completion of the project. Subcontractor further acknowledges that damages to General Contractor's reputation would be extremely difficult and impractical to precisely compute. Therefore, if Subcontractor fails to perform or return to the job on the day directed by General Contractor's representatives, after first having been provided twenty-four (24) hours notice to perform and/or return, the parties agree that, as liquidated damages and not as a penalty, and in addition to the damages imposed against General Contractor by District and Contractor's actual monetary damages, including completion costs, Subcontractor shall compensate General Contractor for such delay the sum of **$500** per day for each day of delay in the completion of Subcontractor's work under this Contract. Said damages are in addition to any other remedies which General Contractor may enforce under the provisions of this Subcontract, or as imposed by District.

10.3 INDEMNIFICATION

10.3.1 Subcontractor agrees to indemnify, defend and hold harmless District, General Contractor and Architect and their joint and respective officers, agents and employees from and against all liability (active or passive), loss, damage, claim, mechanics liens, stop notice, suit, prosecution, penalty, and actions of every type; brought for, or on account of, sustained or claimed to have been sustained by any person, corporation or legal entity (including employees, sub-subcontractors of Subcontractor, suppliers and equipment providers), the Department of Labor, the Occupational Safety and Health Administration, or the State of California or any other public agency; that may have been caused or in any way connected with or related to, or directly or indirectly arising out of (a) the performance of this Contract or the Work hereunder, (b) the labor furnished to or materials or equipment used in such Work or performance, (c) actual or alleged personal injury, sickness, disease, death, loss of or destruction of property other than the Work itself (including the loss of use resulting therefrom), or violation of patent right, (d) Subcontractor's alleged violation of any law or safety order, or (e) failure to pay employees, sub-subcontractors, suppliers or equipment providers; including all attorneys' fees, court or arbitration costs and incidental loss and to pay all costs, expenses, attorneys' fees, and incidental loss and damage attributable to such defense, whether or not such defense is actually undertaken by Subcontractor; to the extent caused in whole or in part by any willful or negligent act or omission of Subcontractor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable, regardless of whether it is caused in part by a party indemnified hereunder. Should District or General Contractor bring any suit, action or cross-complaint to compel performance of, or to recover for breach of, any covenant or condition contained herein, the indemnification and hold harmless provisions of this Contract, Subcontractor shall pay to District or General Contractor the reasonable attorney's fees incurred by District or General Contractor therein, in addition to its costs of suit and the amount of any judgment obtained by District or General Contractor as a result of such suit, action or cross-complaint. This provision is intended to comply with Civil Code Section 2782 and 2782.5 and by Senate Bill 464 (October 9, 2011).

10.3.2 In any and all claims against any District, Architect or General Contractor or any of their agents or employees by an employee of Subcontractor, anyone directly or indirectly employed by it or anyone for whose acts Subcontractor may be liable, the indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

10.3.3 The obligations of Subcontractor under this Paragraph 10.3 shall not extend to the liability of Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by Architect, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

10.4 PERFORMANCE

10.4.1 Subcontractor agrees to perform construction work on the job site with the full knowledge that General Contractor may establish a reserved gate system. Subcontractor, on behalf of itself, employees and suppliers, agrees to use reserved gate designated for Subcontractor notwithstanding the presence of pickets and said reserved gate. Strikes, picketing, jurisdictional or labor disputes of any kind shall not excuse Subcontractor's obligation under this Contract. This provision shall supersede and control over any conflicting or contrary provision in the Agreement.

10.4.2 Subcontractor assures that it, and its employees, will man the job at all times as is necessary to comply with the terms of this Agreement. In the event any employees of Subcontractor refuse to man the job because of a secondary labor dispute or an illegal picket, or should any of Subcontractor's employees pass through the wrong gate, thereby causing a delay or shutdown, Subcontractor is responsible for, and will indemnify General Contractor for any and all damages, monetary or otherwise, which result from any such refusal to work, job delays or job shutdown, including any reasonable attorneys' fees which General Contractor may incur to enforce this paragraph.

10.5 COLLECTIVE BARGAINING AGREEMENT

~~Where a Collective Bargaining Agreement exists, Subcontractor~~ warrants that it shall remain in full force and effect between Subcontractor and the appropriate construction trade union or unions for the duration of this Contract. Subcontractor shall ensure that all sub-tier Subcontractors be bound to the same Collective Bargaining terms as applicable to Subcontractor. Subcontractor agrees to furnish General Contractor with evidence satisfactory to General Contractor that all wage and fringe benefits payments under the Collective Bargaining Agreements have been made and are being kept current. If Subcontractor's presence (or that of a lower tier Subcontractor) on the job causes picketing or other obstructive union activity, it shall be considered a default by Subcontractor (or lower tier Subcontractor) and General Contractor may immediately remove Subcontractor (or lower tier Subcontractor) from the job, and ~~shall have the rights and remedies specified herein.~~

ARTICLE 11
SUBCONTRACTOR

11.1 ASSIGNMENT OF SUBCONTRACT

Subcontractor shall not assign this Subcontract without the written consent of General Contractor, nor subcontract the whole or any part of this Subcontract without the written consent of General Contractor. Subcontractor shall not assign any amounts due or to become due under this Subcontract without written notice to General Contractor.

11.2 COOPERATION

Subcontractor shall cooperate fully with General Contractor and other subcontractors whose work might interfere with the Subcontractor's Work, and shall participate in the preparation of coordinated drawings in areas of congestion as required by the Contract Documents, specifically noting and advising General Contractor of any such interference.

11.3 SUBMITTALS

Subcontractor shall promptly submit shop drawings, product data and samples and other items and information required in order to perform the Work efficiently, expeditiously and in a manner that will not cause delay in the progress of the Work of General Contractor or other subcontractors, initially within ten (10) days of the execution

of this Contract and otherwise at the request of General Contractor.

11.4 FINAL APPROVAL
Subcontractor agrees that all Work shall be done in accordance with the Contract Documents and subject to the final approval of District/Architect. District/Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

11.5 PAYMENT OF MATERIALS, EQUIPMENT AND LABOR
Subcontractor shall pay for all materials, equipment and labor used in, or in connection with, the performance of this Subcontract through the period covered by previous payments received from General Contractor, and shall furnish satisfactory evidence, when requested by General Contractor, to verify compliance with the above requirements. Should Subcontractor fail to pay any such charge, General Contractor may pay for labor and materials ordered by Subcontractor for the project and Subcontractor shall immediately reimburse General Contractor therefor.

11.6 MUTUAL RESPONSIBILITY OF SUBCONTRACTOR
Subcontractor accepts mutual responsibility, along with all other subcontractors on the project, for the prompt, efficient, and coordinated progress of the Work and will cooperate so as to facilitate the progress of the Work. In the event of conflict between subcontractors as to scope of the Work, access to the work area, coordination, or scheduling, the instructions of General Contractor shall be followed.

11.7 LAWS, PERMITS, FEES, NOTICES AND TAXES

11.7.1 Subcontractor is required by law to maintain a valid contractors license at all times. The Contractors State License Board ("CLSB") has jurisdiction to investigate complaints against contractors.

11.7.2 Subcontractor's attention is directed to applicable prevailing wage standards and provisions of sections 1770, 1773, 1773.1, 1777.5, 1777.6 and 1777.7 of the Labor Code.

11.7.3 Subcontractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Subcontract. The Subcontractor shall secure and pay for all permits and governmental fees as applicable including licenses and inspections necessary for the proper execution and completion of Subcontractor's Work, providing the furnishing of which is required of General Contractor by the Contract Documents.

11.7.4 Subcontractor and any sub-tier Subcontractors are independent contractors and shall pay all income, excise, sales, use and all other taxes levied by any authority on Subcontractor's work, equipment or materials. Subcontractor shall comply with Federal, State and local regulations, ordinances, tax laws, social security acts, unemployment compensation acts and workers' or workmen's compensation acts insofar as applicable to the performance of this Subcontract.

11.7.5 Subcontractor shall correct any violations at its own expense and upon demand promptly furnish contractor with evidence showing compliance and correction of any such violation(s).

11.7.6 Subcontractor shall make no claim for damages because of any court order or governmental regulation imposed on this Work to enforce socio-economic or environmental statutes or regulations.

11.8 INSPECTION AND TESTING
Subcontractor shall at all times and at its own expense make available and provide full and safe access to facilitate any inspection and testing of the Work by the Contractor, Architect and Engineering consultants, the District, Project Inspector and Testing Lab of Record, representatives from the DSA and other regulatory agencies as required by the Contract Documents. Such inspections may take place at the jobsite or at Subcontractor shops or other places of manufacture, treatment and storage. Should any part of the work be determined to be unsuitable, unsafe or otherwise non compliant and it becomes necessary to correct or remove and replace, Subcontractor upon 24 hours of notice will take appropriate action to correct or remove and promptly replace at its own expense, those portions of Subcontractor's work that have been rejected.

11.9 SAFETY PROGRAM, PRECAUTIONS AND PROCEDURES

11.9.1 Subcontractor shall be responsible for initiating, maintaining, and supervising a safety program on site involving his employees and shall furnish General Contractor, when requested, copies of Safety Manuals and weekly Safety Meeting minutes.

11.9.2 Subcontractor shall take all reasonable safety precautions with respect to his Work, shall comply with all safety measures initiated by General Contractor and with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property in accordance with the requirements of the Contract Documents. Subcontractor shall report within one (1) day to General Contractor any injury to any of Subcontractor's employees at the site.

11.10 CLEAN UP
Contractor and all Subcontractors shall maintain a clean and organized site. Subcontractor shall at all times keep the premises clean and organized and work areas broom clean and free from the accumulation of waste materials or rubbish arising out of the operations of this Subcontract. Should Subcontractor not maintain its tools and materials in an organized manner and does not remove debris promptly, Contractor shall have the right to do so at Subcontractor's expense.

11.11 WARRANTY
Subcontractor warrants to District, Architect and the General Contractor that all materials and equipment furnished shall be new unless otherwise specified, and that all Work under this Subcontract shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The warranty provided herein shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents. Subcontractor warrants and guarantees, in addition to all warranties provided by law, that Subcontractor shall at Subcontractor's own expense replace or repair all defects to the work which occur, appear or result within one (1) year (or for any longer period required by the Contract documents for particular work) after final acceptance by District. Subcontractor hereby assigns all equipment and vendor warranties to General Contractor and shall deliver all such warranty materials, including manuals, instruction books, etc., to General Contractor as a condition of Final Payment.

11.12 CHANGES IN THE WORK
General Contractor may, without invalidating this Subcontract, order changes in the Work within the general scope of this Subcontract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes must be in writing and signed by General Contractor to be valid. Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to General Contractor written copies of any claim for adjustment to Contract Sum and Contract Time for such revised Work in a manner consistent with the Contract Documents.

11.13 CLAIMS OF THE SUBCONTRACTOR
Subcontractor shall make all claims for additional costs, extensions for time, and damages for delays or other causes to General Contractor within ten (10) days of the occurrence, or sooner if required by the Contract between District and General Contractor and in accordance with the Contract Documents. Failure of Subcontractor to make such a timely claim shall bind Subcontractor to the same consequences as those to which General Contractor is bound.

11.14 REMEDIES FOR NONPAYMENT
If General Contractor does not pay Subcontractor through no fault of Subcontractor, within seven (7) days from the time payment should be made as provided herein, Subcontractor may, without prejudice to any other remedy he may have, upon seven (7) additional days' written notice to General Contractor, stop his Work until payment of the amount owing has been received. The Contract Sum shall, by appropriate adjustment, be increased by the amount of Subcontractor's reasonable costs of shutdown, delay and start-up, as approved by District.

11.15 PAYMENT OF PREVAILING WAGES
The Subcontractor and all of sub-tier 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, taxes, contributions, benefits and other costs 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, pursuant to sections 1770 et seq. of the California Labor Code.

11.16 EMPLOYMENT OF APPRENTICES
Subcontractor agrees to comply with all provisions of the law regarding the employment of apprentices. (Labor Code §§ 1773.3, 1777.5, 1777.6 and 3077 *et seq.*) These sections require that contractors and subcontractors employ apprentices in apprenticable occupations in a ratio of not less than one (1) apprentice for each five (5) journeyman hours, unless an exemption is granted, and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age. Only apprentices who are in training under written apprenticeship agreements will be employed on public works in apprenticable occupations. The responsibility for compliance with these provisions for all apprenticable occupations rests with the subcontractor

11.17 EQUAL EMPLOYMENT OPPORTUNITY
Subcontractor will comply with all applicable statutes, laws and regulations regarding equal employment opportunity.

11.18 RECORD DOCUMENTS/CLOSEOUT
Subcontractor shall provide all necessary record documents and closeout information as required by the specifications in a timely manner and as a condition precedent to 100% payment, less 10% retainage.

ARTICLE 12
CONTRACTOR

12.1 RIGHTS AND RESPONSIBILITIES
General Contractor shall be bound to Subcontractor by the terms of this Agreement, and to the extent that provisions of the Contract Documents between the District and the General Contractor apply to the Work of the Subcontractor as defined in this Agreement. General Contractor shall have the benefit of all rights, remedies and redress against Subcontractor which District, by those Documents, has against General Contractor. Where any provision of the Contract Documents between District and General Contractor is inconsistent with any provision of this Agreement, this Agreement shall govern.

12.2 SERVICES PROVIDED BY THE GENERAL CONTRACTOR
General Contractor shall cooperate with Subcontractor in scheduling and performing General Contractor's Work so as to avoid conflicts or interference in Subcontractor's Work, and shall expedite written responses to submittals made by Subcontractor as stated herein. As soon as practicable after execution of this Agreement, General Contractor shall provide Subcontractor a copy of the estimated progress schedule of General Contractor's entire Work which General Contractor has prepared and submitted for District's and Architect's information, together with such additional scheduling details as will enable Subcontractor to plan and perform his Work. Subcontractor shall be notified promptly of any subsequent changes in the progress schedule and the additional scheduling details.

12.3 COMMUNICATIONS
General Contractor shall promptly notify Subcontractor of all modifications to the Contract between District and General Contractor which affect this Subcontract and which were issued or entered into subsequent to the execution of this Subcontract. All communications to Architect, District or Consultants shall be made through the Contractor.

12.4 PAYMENTS TO SUBCONTRACTOR

12.4.1 Unless otherwise provided in the Contract Documents, General Contractor shall pay Subcontractor each progress payment and the Final Payment under this Subcontract within ten (10) working days after receipt of payment from District. The amount of each progress payment to Subcontractor shall be the amount to which Subcontractor is entitled as provided herein.

12.4.2 General Contractor shall permit Subcontractor to request information regarding the percentages of completion of the amount certified on account of Work done by Subcontractor directly from Architect.

12.5 CLAIMS BY GENERAL CONTRACTOR

Except as may be indicated in this Agreement, General Contractor agrees that no claim for payment for services rendered or materials and equipment furnished by General Contractor to Subcontractor shall be valid without prior notice to Subcontractor.

12.6 GENERAL CONTRACTOR'S REMEDIES

12.6.1 If Subcontractor or any of its sub-tier Subcontractors shall fail to strictly perform any obligation to be performed by Subcontractor under this Contract (and Subcontractor's failure to perform could deprive General Contractor of its rights hereunder), or shall breach any condition of this Contract, become insolvent or if Subcontractor shall be adjudged bankrupt or shall file, or there be filed against it, any proceedings under any of the acts of bankruptcy, or if Subcontractor shall make a general assignment for the benefit of creditors, or if a receiver be appointed over Subcontractor, any of such events shall constitute a material breach of this Contract and shall entitle General Contractor to elect any one or more of the following remedies:

(a) Without terminating this Contract or the obligations of Subcontractor hereunder, General Contractor may (with or without ejecting Subcontractor from the project) correct such default in such manner as it shall deem proper (or have the Work in whole or in part completed by others) in its sole discretion, including the right to use all tools, equipment, and materials of Subcontractor, and Subcontractor shall become immediately liable to pay General Contractor the entire direct and indirect costs of the General Contractor in correcting such default;

(b) General Contractor may withhold all payments to Subcontractor and deduct therefrom all amounts due General Contractor and others under this Contract and hold the balance of such funds until a complete adjudication of Subcontractor's right to such sums becomes final;

(c) General Contractor may terminate this Contract by written notice to Subcontractor and recover all damages suffered by General Contractor as a result of such breach together with all other sums payment to General Contractor hereunder; and

(d) General Contractor may waive such breach, but any such waiver shall not prevent General Contractor from exercising any of the remedies available hereunder in the event of any future breach by Subcontractor.

12.6.2 In addition to General Contractor's other remedies, if Subcontractor fails to supply sufficient manpower, equipment or materials to advance the Work according to General Contractor's

schedule, then General Contractor may, at its option, use its own forces, equipment, materials, or sub-subcontractors in order to supply such portions of the Work as are necessary to increase the rate of progress and General Contractor shall deduct the expense therefor, plus reasonable overhead and profit from the Contract Sum.

ARTICLE 13

ARBITRATION

13.1 All claims, disputes and other matters in question arising out of, or relating to, this Subcontract, or the breach thereof, shall be decided by arbitration. The decision of the arbitrator(s) shall be final, and judgment may thereafter be entered in any court having jurisdiction thereof. If the District will be a participant in the dispute resolution process, it shall be conducted in the same manner and under the same procedure as provided in the Contract Documents, except that a decision by Architect shall not be a condition precedent to arbitration. If the District will not be a participant in the dispute resolution process, General Contractor and Subcontractor shall jointly determine the procedure for arbitrating the matter. If the parties cannot agree, it shall be conducted in accordance with the then-existing Construction Industry Rules of the American Arbitration Association, except that discovery shall be conducted according to California Code of Civil Procedure section 2016 *et seq.*

13.2 In the event of dispute, the prevailing party shall be entitled to recover reasonable attorney's fees, court costs and other expenses such as expert witness and investigation costs as deemed reasonable by the Arbitrator.

ARTICLE 14

TERMINATION

14.1 TERMINATION BY SUBCONTRACTOR

If the Work is stopped for a period of thirty days through no fault of the Subcontractor, or because General Contractor has not made payments thereon as provided in this Agreement, then Subcontractor may without prejudice to any other remedy he may have, upon seven (7) additional days written notice to General Contractor, terminate this Subcontract and recover from General Contractor payment for all Work completed and accepted by District.

14.2 TERMINATION BY GENERAL CONTRACTOR

In the event Subcontractor is unable to man the job and thus fulfill its obligations under this Contract, General Contractor may, at its option, cancel this Contract upon 24 hour's written notice and recover from Subcontractor any damages resulting therefrom, including reasonable attorneys' fees. If Subcontractor otherwise fails or neglects to carry out the Work in accordance with the Contract Documents or otherwise to perform in accordance with this Agreement and fails within five (5) days after receipt of written notice to commence and continue or correct such default or neglect with diligence and promptness, General Contractor may, without prejudice to any other remedy he may have, terminate the Subcontract and finish the Work by whatever method he may deem expedient. If the unpaid balance for the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to Subcontractor. If such expense exceeds such unpaid balance, Subcontractor shall immediately pay the difference to General Contractor.

ARTICLE 15

MISCELLANEOUS PROVISIONS

15.1 TERMS

Terms used in this Agreement which are defined in the Conditions of the Contract Documents shall have the meanings designated in those Conditions.

15.2 SUBCONTRACTOR WARRANTY

Subcontractor warrants good title to all materials, supplies and equipment installed or incorporated into the construction to be performed pursuant to this Contract and agrees upon completion of such construction to deliver such construction to General Contractor, free and clear from any claims, liens or charges created by, through or under Subcontractor. Subcontractor shall not, at any time, suffer or permit any lien attachment or other encumbrance created pursuant to the laws of the State of California, arising from work performed or to be performed by Subcontractor, to remain of record for more than fifteen (15) days after notice to Subcontractor of the existence of said encumbrance. Subcontractor shall cause said encumbrance to be removed from record, by payment or by Bond. In the event the Subcontractor fails to so act, General Contractor may, at its option, satisfy, settle or cause said encumbrance to be removed and recover all costs associated therewith from Subcontractor.

ARTICLE 16

SUBCONTRACTOR NOTIFICATION

Any notice required or permitted under this Subcontract may be given by personal delivery to the jobsite superintendent for the subcontractor or home office, by email or facsimile, or by regular mail at the address provided herein. Notice shall be deemed given on the day it is personally delivered or sent via email or facsimile if delivered or sent via email or facsimile during regular business hours on business days, the following business day if issued after business hours and four (4) days after deposit in the U.S. Mail, postage prepaid.

ARTICLE 17

AUTHORITY OF SIGNATORY

The individual who signs this Contract on behalf of Subcontractor hereby represents and warrants that Subcontractor is a legal entity, that Subcontractor possesses the necessary licenses to perform the Work described herein, that the individual signing has full power and authority to legally enter into this Contract on behalf of Subcontractor, and that, upon full execution of this Contract, the Contract shall be immediately binding upon Subcontractor in accordance with its terms.

This agreement entered into as of the day and year first written above.

Spiess Construction Company, Inc. (SCCI)

(Signature)

SCOTT A. COLEMAN

(Please Print Full Name)

PRESIDENT

(Title)

RGM and Associates

(Signature)

Ralph Caputo

(Please Print Full Name)

President

(Title)

RGM and Associates

Subcontractor Change Order
SCO# 5

Date: March 18, 2015

Ref: AMS-RFCO 8, 9, 10

Project:
Jefferson School Replacement
7500 West Linne Road
Tracy, CA 95377

Owner:
Jefferson School District
1219 Whispering Wind Drive
Tracy, CA 95377

General Contractor:
RGM and Associates
3230 Monument Way
Concord, CA 94518

Subcontractor:
AM Stephens Construction Co., Inc
1717 S. Stockton Street
Lodi, CA 95240

Pursuant to subcontract agreement, you are herby authorized to make the following changes to the project. Execution of this change order represents full and final costs of all direct, indirect, and delay costs for the scope of services identified herein unless noted otherwise. Not valid until signed by the Contractor and Subcontractor

Item #	Description	Amount
1	Increment 2 site grading and pad development to include but not limited to temporary roadway to access well location and geogrid placement at soft soil areas	$ 45,078.50

TOTAL THIS CHANGE ORDER $ 45,078.50

Original contract sum.	$	1,124,500.00
Previous change orders:	$	26,085.00
Original contract amount plus/minus previous change orders	$	1,150,585.00
Total amount of this change order	**$**	**45,078.50**
Adjusted contract amount including this change order will be.	$	1,195,663.50

The contract time will be adjusted by the following number of days: 0 days

General Contractor:
RGM and Associates
3230 Monument Way
Concord, CA 94518

By

Date 3/23/15

Subcontractor:
AM Stephens Construction Co., Inc
1717 S. Stockton Street
Lodi, CA 95240

By

Date

Mailing Address:
P.O. BOX 1867
LODI, CA 95241

Physical Address:
1717 S. STOCKTON ST.
LODI, CA 95240

General Engineering Contractor
A.M. Stephens
CONSTRUCTION CO., INC.
California Contractors License# 404723

LODI (209) 333-0136
FAX (209) 333-0993
www.amstephens.net

REQUEST FOR CHANGE ORDER

COMPANY: RGM
ATTN: Jamie
JOB: Jefferson
FAX#:

AMS R.F.C.O. #8
DATE: 2/17/2015

PLEASE REVIEW THE FOLLOWING: Increment 2 Work

SUBCONTRACTOR	***AMOUNT***
Temporary Roadway to Access Well Location	
Crew $400.00 @ 4 1/2 hours	$ 1,800.00
117 ton of 3" minus rock @ $23.00 per ton	$ 2,691.00
Overexcavate existing ground to a depth of 24"s and 48"s	
Compact existing ground and replace with existing as engineered fill	
Mobilization and de-mobilization	$ 2,250.00
Crew $655.00 per hour @ 32 hours	$ 20,960.00

TOTAL ADD TO CONTRACT: $ 27,701.00

PLEASE SEE ATTACHED SHEETS FOR DETAILED INFORMATION

RESPECTFULLY,

Geoff Dean

Geoff Dean
A.M. STEPHENS CONSTRUCTION

_____ ACCEPTED
_____ NOT ACCEPTED

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PLEASE RETURN ASAP

Mailing Address
P.O. BOX [illegible]
LODI, CA [illegible]

Physical Address
1717 S. STOCKTON ST
LODI, CA [illegible]

AMStephens

CONSTRUCTION CO., INC.

LODI: (209) [illegible]
FAX: (209) 333-[illegible]
www.amstephens.net

REQUEST FOR CHANGE ORDER

COMPANY: RGM

ATTN: Jamie

JOB: Jefferson

FAX#:

AMS R.F.C.O. #9

DATE: 3/6/2015

PLEASE REVIEW THE FOLLOWING: Increment #2 Soft Area

SUBCONTRACTOR	***AMOUNT***
Please see daily field report 51852	

TOTAL ADD TO CONTRACT: $ 4,057.50

PLEASE SEE ATTACHED SHEETS FOR DETAILED INFORMATION

RESPECTFULLY,

Geoff Dean

Geoff Dean
M. STEPHENS CONSTRUCTION

_____ ACCEPTED

_____ NOT ACCEPTED

_____

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PLEASE RETURN ASAP

General Engineering Contractor

A.W. Stephens

CONSTRUCTION CO., INC.

№ 51852

DAILY FIELD REPO

JOB# 414-204 JOB NAME Jefferson School

DATE 2-25-15

DESCRIPTION OF WORK Over ex pueping Area And place Geo Grid

COUNTY ST

BILL TO

RFCO 9

COST CODES	LABOR NAME		TIME	EQUIPMENT OPERATED	EQUIP. #	REG.	O.T.	RATE	AMOUNT	
-009	Crow	K	9-2 30	Foreman	17	5 1/2		115	747	50
-009	Alvarez	A	9-2 30	Skiploader	249	5 1/2		140	910	
-009	Hernandez	A	9-2 30	Scraper	275	5 1/2		200	1100	

EQUIPMENT RENTALS CO. TYPE SERIAL/EQUIP # DAY AMOUNT

HAULING CO. TYPE LOADS TONS HOURS RATE AMOUNT

SUPPLIES AND MATERIALS

	QUANTITY	UNIT	PRICE	AMOUNT	
-009 AD Supply white Cap 2 Rolls Geo Grid 13x1100	2		650 ea	1300	
			TOTAL	4051	50

REMARKS

AUTHORIZED BY

Kyle Crow

Mailing Address:
P.O. BOX 1867
LODI, CA 95241

Physical Address:
1717 S. STOCKTON ST.
LODI, CA 95240

General Engineering Contractor
AMStephens
CONSTRUCTION CO., INC.
California Contractors License# 404723

LODI (209) 333-0136
FAX (209) 333-0993
www.amstephens.net

REQUEST FOR CHANGE ORDER

COMPANY: RGM
ATTN: Jamie
JOB: Jefferson
FAX#:

AMS R.F.C.O. #10
DATE: 3/6/2015

PLEASE REVIEW THE FOLLOWING: Added Equipment and Labor associated with Inc 2

SUBCONTRACTOR	***AMOUNT***
Added Grading Crew $560.00 @ 16 hours	$ 8,960.00
Added Paving Crew $545.00 @ 8 hours	$ 4,360.00

TOTAL ADD TO CONTRACT: $ 13,320.00

PLEASE SEE ATTACHED SHEETS FOR DETAILED INFORMATION

RESPECTFULLY,

Geoff Dean

Geoff Dean
A.M. STEPHENS CONSTRUCTION

_____ ACCEPTED
_____ NOT ACCEPTED

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

PLEASE RETURN ASAP

MOZINGO CONSTRUCTION, INC.
751 Wakefield Court
Oakdale, CA 95361
Phone: (209) 848-0160 • Fax (209) 848-0161

LIC. NO. 702625-A

CHANGE ORDER REQUEST

TO: RGM & Assoc.
7500 West Linne Rd.
Tracy, CA 95377

DATE: 02/06/15

PROJECT: **Jefferson School Replacement**

JOB NO.: 1412

RE: Dig, lay and backfill added 150 lf of 4" C900 domestic water line to new future well.

MOZINGO CHANGE ORDER # P008
CONTRACT CHANGE ORDER #

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	DEWO 2264 Install 150lf 4" C900	1	LS	$ 2,975.77	$ 2,975.77
					$ 2,975.77

CONTRACT TIME EXTENSION REQUEST

(WORKING DAYS)

CONDITIONS/SCOPE:

SIGNED: MOZINGO CONSTRUCTION, INC.

DATE: 02/06/15

SIGNED: OWNER / CONTRACTOR

DATE:

MOZINGO CONSTRUCTION
[illegible] Waterfield Court
Pleasanton, CA 94566
Phone (925) 518-0160 * Fax (925) 518-0161

DAILY EXTRA WORK BILL

LIC. NO. 702625-A

TO: RGM

DATE OF WORK PERFORMED: 11/21/2015

MOZINGO CHANGE ORDER#: P008

DAILY EXTRA WORK ORDER#: 2264

JOB NO.: 1412

PROJECT: Jefferson School Replacement

RE: Dig, Lay and backfill 4" domestic water to new future well.

EQUIPMENT

Equipment	Hours	Rate	Amount
Ford F450 Crew Truck	5.0	$ 33.46	$ 167.30
F650 Flatbed Dump		$ 45.17	$ -
John Deere 410 Backhoe	5.0	$ 63.93	$ 319.65
Water Wagon	2.5	$ 13.70	$ 34.25
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
SUB-TOTAL EQUIPMENT:			$ 521.20

MATERIALS

	Description	Qty	Rate	Amount
	4" C900	150.0	$ 3.26	$ 489.00
	4" MJ 90*	1.0	$ 48.83	$ 48.83
	4" MJ Cap & BO Assbly	1.0	$ 108.50	$ 108.50
	MJ Kits	3.0	$ 15.19	$ 45.57
743594	Granite - Sand	1.0	$ 198.87	$ 198.87
7696	Tri-State Rock & Ready Mix	1.0	$ 109.86	$ 109.86
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
		SUB-TOTAL:		$ 1,000.63
				$ -
	SUB-TOTAL MATERIALS:			$ 1,000.63

LABOR

Classification		Hours	Rate	Amount
WARREN WITTIED	RG	5.00	59.54	$ 297.70
CREW FOREMAN	OT		79.20	$ -
JOHN DAVIS	RG		47.36	$ -
GROUP 3 LABORER	OT		60.93	$ -
JEREMY JIMINEZ	RG	5.00	47.36	$ 236.80
GROUP 3 LABORER	OT		60.93	$ -
EDDIE COTTA	RG	5.00	65.29	$ 326.45
GROUP 3 OPERATOR	OT		83.71	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
SUB-TOTAL RT LABOR:				$ 860.95
SUB-TOTAL OT LABOR:				$ -
12% RT LABOR SURCHARGE				$103.31
12% OT LABOR SURCHARGE				$0.00

SUBCONTRACTORS

Description	Qty	Rate	Amount
			$ -
			$ -
SUB-TOTAL SUBCONTRACTS:			$ -

			MU%	
TOTAL COST OF LABOR	$	964.26	35.00%	$ 1,301.76
TOTAL COST OF EQUIPMENT	$	521.20	10.00%	$ 573.32
TOTAL COST OF MATERIALS	$	1,000.63	10.00%	$ 1,100.69
TOTAL COST OF SUBCONTRACTORS	$	-	10.00%	$ -

TOTAL DETAIL ESTIMATE ===>>> $ 2,975.77

LOZANO CONSTRUCTION, INC.
51 Wakefield Court * Oakdale, CA 95361
Phone: (209) 848-0160 Fax: (209) 848-0161

DAILY EXTRA WORK ORDER

Report № 2264

Date Performed: 11-21-14
Date of Report: 11-21-14

Job Name: JEFFERSON SCHOOL
Job No.: 1412 P.C.O.# 008

Description of Work: DIG, LAY, BACKFILL 4" DOMESTIC WATER TO NEW FUTURE WELL.

LABOR	HOURS REG.	HOURS O/T	EQUIP. #	EQUIPMENT DESCRIPTION	HOURS
WARREN WHITED	5		01-037	F 450	5
JEREMY JIMENEZ	5		41-009	WATER BUFFALO	2.5
EDDIE COTTA	5		06-021	JD 410	5

MATERIAL and/or SUB-WORK

4" MJ 90°		
4" MJ CAP & B.O. ASSEMBLY		
3 MJ KITS		
SAND		
150' 4" C900		
CONCRETE (KICKERS)		

Contractor's Representative: Warren White
Inspector's Signature

Verification of Time and Materials:
Inspector's Signature

Date 11-21-14

GRANITE™

INVOICE

PLEASE MAIL REMITTANCE TO:
Granite Construction Company
PO Box 742478
Los Angeles, CA 90074-2478

INVOICE DATE: **11/21/2014**

145856	285562	100309	743694

MOZINGO CONSTRUCTION INC
751 WAKEFIELD COURT
OAKDALE CA 95361-7761

1412

JEFFERSON ELEMENTARY - TRACY
1219 WHISPERING WIND DRIVE

11/21/2014
001509

A LATE PENALTY OF 1.5% WILL BE APPLIED ON PAST DUE BALANCES MONTHLY.

PAGE 1

44061444	11/21/2014	#4WASHEDSAND B (1767)	24.4200		7.0000	170.94	P	V050770000
	TOTAL:	#4WASHEDSAND B (1767)	24.4200	TN		170.94		
31042606	11/21/2014	3/4"RECYCLED AGGREGATE BASE (1823)	24.3600		8.0000	194.88	P	V050770000
31042616	11/21/2014	3/4"RECYCLED AGGREGATE BASE (1823)	24.3600		8.0000	195.04	P	V050770000
	TOTAL:	3/4"RECYCLED AGGREGATE BASE (1823)	48.7400	TN		389.92		
44061493	11/21/2014	COMMUNITY FACILITIES DIST FEE (2993)	24.4200		0.5400	13.19	P	V050770000
44061495	11/21/2014	COMMUNITY FACILITIES DIST FEE (2993)	48.7400		0.5400	26.32	P	V050770000
	TOTAL:	COMMUNITY FACILITIES DIST FEE (2993)	73.1800	EA		39.51		

P008

P007

P008

P007

0.00
170.94+
13.19+
184.13
184.13x
8.%
14.73*
14.74+
198.87*
389.92
26.32-
416.24
416.24x
8.%
33.29*
33.30+
449.54*
198.87-
449.54-
648.41*

#8

#7

POSTED

TERMS: NET 30

The prevailing party shall be entitled to reasonable attorney's fees and costs in any action to collect the amounts due hereunder.

Note: If haul charges are indicated separately above, then the title passage of materials is at the plant, with delivery provided for customers.

TO PAY BY VISA, MASTER CARD OR
AMERICAN EXPRESS CALL (831)768-4002

TOTAL FREIGHT	0.00
MATERIAL	600.37
SALES TAX	48.04
INVOICE TOTAL	648.41

FOB: P - PLANT J - JOB | FOR OFFICIAL USE ONLY

Thank You for your business.

WARNING: THIS PRODUCT CONTAINS A CHEMICAL KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM. MSDS SHEETS AVAILABLE AT WWW.GRANITECONSTRUCTION.COM/MSDS OR BY CONTACTING YOUR LOCAL OFFICE

ate Rock and Ready Mix
62 E. 11th. Street
Tracy, CA 95304
(209) 832-5351

1412 P008

Concrete

PAID

Invoice #	7996

TRI-STA TRI-STATE ROCK AND READY
77 7762 E 11TH ST
TRA TRACY, CA 95304
2(209/832-5351
TID #2: TID #210002748697 001

C O P Y
11/21/ 11/21/2014 10:29:27
Retu Sale:

Transact Transaction # 1
Card Typ Card Type: MasterCard
Acc: Acc: **********2466
Entry: Entry: Swiped
Invoice I Invoice # 2474
Returned Total: 200.00

Reference Reference No.: 17502903
Auth.Code Response: 06516J

CUST CUSTOMER COPY

THAN THANK YOU FOR
YOUR YOUR BUSINESS.
ALL S ALL SALES FINAL,
NO REFU NO REFUNDS ALLOWED.

nc.

Drivers License Number:
Warren Whited D2437545 exp 12/23/14
896-6
Derrek Damato- D4333379 09/15 743-8300
Adam Walker - A3537422 07/14 768-2750
Chris Standers - C1525807 08/15 588-6387

Time Out/Time In	Price	Amount
1033 - 1107	125.00	93.75T
Cart Rental per hour	15.00	7.50T

Thank you for your business!

Subtotal	$101.25
Tax (8.5%)	$8.61
Total	$109.86
Payments	$-109.86
Balance	$0.00

Received By: _____

R & B COMPANY
ACCOUNTING DEPT
605 COMMERCIAL ST.
SAN JOSE CA 95112
408-436-1699 Fax 408-288-5045

Invoice

INVOICE DATE	INVOICE NUMBER
11/18/14	S1449235.001

SALES BRANCH:
R & B COMPANY - MAN
1268 VANDERBILT CIRCLE
MANTECA CA 95337
209-823-7500 Fax 209-823-7555

PAGE NO: 1

1412
PO 1505
991141

BILL TO:
MOZINGO CONSTRUCTION, INC.
751 WAKEFIELD CT.
OAKDALE, CA 95361

SHIP TO:
MOZINGO - #1412
JEFFERSON SCHOOL
7500 WEST LINNE RD.
TRACY, CA 95377

* not on PO

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON
11402	1412 JEFFERSON SCHL		Roger Hamilton

BUYER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
Roger Hamilton	OT OUR TRUCK	2% 10th Net 30 *	11/18/14	11/14/14

DESCRIPTION	ORDER QTY	SHIP QTY	UNIT PRICE	EXTENSION
4 DR14 CL200/305 C900 PVC PIPE IB	300	300	3.000	900.00
6 DR14 CL200/305 C900 PVC PIPE IB	60	60	6.000	360.00
4 MJ 90 ELL DI C153 *IMP* 100133	1	1	45.000	45.00
4 *IMP* MJ REGULAR ACC SET 461166 W/STD GLAND; MJ GASKET; ALLOY B&N	2	2	14.000	28.00
BLACK POLYWRAP F/6-8 PIPE 8MILx20'PERF 20"WIDE *AWWA C105-05*	340	340	0.650	221.00
6x2 TAPT HYDRANT FLANGE 6-HOLE	1	1	90.000	90.00
2 GALV PLUG SQ HEAD	1	1	4.750	4.75
HYD BOLT & NUT KIT; PLATED	1	1	3.950	3.95
6 RING RED RUBBER GASKET 1/8 150#	1	1	2.150	2.15
PIPE LUBE; QUART	2	2	3.850	7.70

PO08 - 300 PO
over by 60
-31.30 - PO

Tax - 8.5%
4" C900 - $3.00/lf.
tax = .26/lf
4" C900 - $3.26 lf

PO08 = $976.50

Nov 18, 2014 07:46 H0000973

Myers S1449235.001

Subtotal	1662.55
S&H CHGS	0.00
Sales Tax	141.32
Amount Due	1803.87

If paid by 12/10/14 you may deduct $33.25
Invoice is due by 12/18/14 net of any cash discount.

Past due invoices may be subject to 1.50% late charge.

** Reprint ** Reprint ** Reprint **

Nicole Davis

From: Roger Hamilton <rhamilton@rbcompany.com>
Sent: Friday, February 06, 2015 11:51 AM
To: Nicole Davis
Subject: RE: Price??

Hi Nicole,

Figure about $100.00 for the complete assembly.

Thanks,

ROGER HAMILTON
District Manager
R&B Company
Try our app!
209-823-7500 (w)
209-823-7550 (f)
209-321-0777 (m)

@rbcompany.com
http://www.rbcompany.com

8.5% Sales tax

From: Nicole Davis [mailto:ndavis@mozingoconstruction.com]
Sent: Friday, February 06, 2015 11:28 AM
To: Roger Hamilton
Subject: Price??

Hi Roger,

What would be the price on a 4" MJ cap and BO assembly? Was used on job 1412 with 4" C900.

Thank you,

Nicole Davis
Project Coordinator
Mozingo Construction Inc.
751 Wakefield Court
Oakdale, CA 95361
Phone: (209) 848-0160
Fax: (209) 848-0161

MVE Inc.

Project Management · Civil/Structural Engineering · Urban Design · Land Planning
Entitlements · Right-of-Way/Permitting · Surveying · Construction Staking · Graphics

ADDITIONAL WORK PROPOSAL # 0331

CLIENT: RGM & Associates

MVE JOB NO: NC14054

PROJECT: Jefferson School - Increment 2

DATE: 12/9/14

DESCRIPTION OF TASKS	VALUE
Additional surveying requirements per Increment #2: • **Fire/Irrigation Reservoir** • **Pump Station** • **Ductile Iron Pipe** • **Generator Pad** **Notes:** 1. A complete and current plan set, specifications, design changes & RFI clarifications, along with an electronic CAD file which includes the Horizontal & Vertical Survey Control must be received by MVE four (4) working days prior to our first scheduled trip to the project site. 2. MVE is not a contractor and provides professional services only, so no retention shall be withheld from payment for such services. 3. All staking will be provided two (2) business days after a written staking request has been presented to MVE. 4. Survey crews will be scheduled for a four (4) hour minimum. 5. The scope of work included in the proposal is limited to that specific scope. Requested additional services will be pre-approved in writing by the Contractor prior to extra work being performed. 6. If re-staking is required due to disturbance, removal, contractor or sub-contractor activities, or other means, they will be re-staked at an additional fee and only after written approval by the contractor. 7. MVE has the right to examine any back charge claim(s) within 48 hours from written notification of claim(s) by Client (or Client's Subcontractors) and prior to any correction efforts being made. 8. All invoices (including extra work) shall be due and payable within 30 days from date of billing. 9. All services within this scope of services involving construction staking represents only one (1) set of stakes and staking/grade lath. 10. This bid does not account for any overtime, night, holiday or weekend work performed on this project. Time and one-half (1.5x) shall be charged for all worked performed after eight (8) hours, Monday through Friday. Work performed in excess of twelve (12) hours, Monday through Friday, shall be paid at double (2x) time. The first twelve (12) hours of work performed on Saturday shall be paid at time and one -half (1.5x) and all additional hours thereafter at double (2x) time. Sunday shall be paid at double (2x) time and Holidays at triple (3x) time. 11. Proposal assumes typical staking procedure will require no more than three (3) site visits. Additional site visits required for work within original scope will be billed at $1,350 each. One site visit assumes a maximum of eight (8) hours onsite. 12. Fixed Fee Proposals will be invoiced monthly on a percentage complete basis until all work is completed. "Percentage Complete" refers to this Scope of Services, and not the overall project progress. 13. Exclusions: Agency Fees & Permits, Anchor Bolts/Plates, As-Builts, AutoCAD Re-creation, Boundary Survey, Concrete Flatwork, Final Property Survey, Joint Trench Mainline, Monumentation, Potholes, Quantity Surveys, Record Drawings, Record of Survey, Sidewalks, Survey Monitoring & Traffic Control *Field Crew (1-man) 8 hrs @ $135/hr* *Office Time 2 hrs @ $135/hr*	**$ 2,700.00**
Total (Cost includes two (2) site visits)	$ 2,700.00
THIS SUMMARY CORRECTLY REPRESENTS WORK WHICH HAS BEEN PERFOMED AND DELIVERED AT THE CLIENTS REQUEST. SHOULD YOU HAVE ANY QUESTIONS OR NEED ANY ADDITONAL INFORMATION PLEASE CONTACT MVE INC.	

After execution of this Additional Work Authorization by both parties, this Additional Work Authorization becomes a part of the original agreement dated (6/24/14).

RGM & Associates (Signature)

MVE, Inc. (Signature)

CK