

Pacific View Charter School

A California Public School and Nonprofit 501 (c) (3) Corporation

3670 Ocean Ranch Blvd., Oceanside, California 92056

Phone # (760) 757-0161

AGENDA

Board of Trustees' Meeting – Tuesday, January 15, 2019

3:30pm

1.0 Call to Order/Roll Call

2.0 Approval of Agenda

Action

3.0 Pledge of Allegiance

4.0 Public Comment

5.0 Introductions

6.0 Executive Director's Report

Information

7.0 Consent Calendar

These agenda items are considered routine and will be approved in one action without discussion. If a Board Trustee requests that an item be removed from the consent calendar or a citizen wishes to speak to an item, the item will be considered under Action Items.

7.1 Minutes from Board Meeting of November 13, 2018

Minutes from Board Meeting of November 19, 2018

Ratification of Tri-Vista Proposal

Action

8.0 Action/Discussion Items

8.1 Application for Authorization of Student Club or Organization: Conspiracy Theorists Anonymous

Action

8.2 2018-19 Resolution #1- Unfunded Liability Reserves

Action

9.0 Curriculum

9.1 Foreign Transcript Policy #11

Action

10.0 Board Staff Discussion

11.0 Adjournment

7.1

Pacific View Charter School

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3670 Ocean Ranch Blvd., Oceanside, California 92056

Phone # (760) 757-0161

Board of Trustees' Meeting –Tuesday November 13, 2018

Board Minutes

1.0 Call to Order/Roll Call

President Brown called the meeting to order at 3:31pm. from 4165 N. US Hwy 69 Mineloa, Tx., Vice President Taylor & Trustee Meyer and Trustee Walters absent.

Meeting was cancelled due to lack of quorum at 3:32 pm

Pacific View Charter School

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3670 Ocean Ranch Blvd., Oceanside, California 92056
Phone # (760) 757-0161

Board of Trustees' Meeting –Tuesday November 19, 2018 Board Minutes

8.0 Call to Order/Roll Call

President Brown called the meeting to order at 3:33pm. from 4165 N. US Hwy 69 Mineloa, Tx., Vice President Taylor & Trustee Walters present and Trustee Meyer absent.

9.0 Approval of Agenda

Moved by Vice President Taylor & seconded by Trustee Walters to approve the agenda as presented.

AYES: Brown, Walters, Taylor

NOES: None

ABSTAIN: None

ABSENT: Trustee Meyer

10.0 Pledge of Allegiance

The Pledge of Allegiance was let by Executive Director, Gina Campbell

4.0 Public Comment

None

5.0 Introductions

Erin Gorence, Director of Curriculum;; Kathi Cohen, Lead High School Teacher; Lori Bentley, Human Resources & Business Services Specialist

6.0 Executive Director's Report

- ✚ Fundraisers- Chipotle Nov 14, Barnes & Noble December 7, monthly pizza last Tues of each month with exception of December
- ✚ Interquest Detection Cannines come on a random basis to ensure our school continues to be a safe place for student learning
- ✚ Red Ribbon Week
- ✚ Annual Winter Festival December 14
- ✚ Staff Holiday celebration December 19
- ✚ We are still enrolling students at both sites
- ✚ Enrollment numbers will be sent to President Brown

7.0 Consent Calendar

These agenda items are considered routine and will be approved in one action without discussion. If a Board Trustee requests that an item be removed from the consent calendar or a citizen wishes to speak to an item, the item will be considered under Action Items.

7.1 Moved by President Brown & seconded by Trustee Walters to approve the Consent Calendar as presented.

AYES: Brown, Walters, Taylor

NOES: None

ABSTAIN: None

ABSENT: Trustee Meyer

8.0 Action/Discussion Items

8.1 Moved by President Brown & seconded by Vice President Taylor to approve the 2018 California School Dashboard Local Indicators as presented.

AYES: Brown, Walters, Taylor

NOES: None

ABSTAIN: None

ABSENT: Trustee Meyer

8.2 & 8.3 Moved by President Brown and seconded by Vice President Taylor to approve the California Clean Energy Prop 39 LED & Solar as presented.

AYES: Brown, Walters, Taylor

NOES: None

ABSTAIN: None

ABSENT: Trustee Meyer

8.4 & 8.5 Moved by Trustee President Brown & seconded by Vice President Taylor to approve the Film Club and Photography Club as presented.

AYES: Brown, Walters, Taylor

NOES: None

ABSTAIN: None

ABSENT: Trustee Meyer

8.6 Moved by President Brown & seconded by Vice President Taylor to approve the 2018-19 First Interim Report for Period Ending October 31, 2018 as presented.

AYES: Brown, Walters, Taylor

NOES: None

ABSTAIN: None

ABSENT: Trustee Meyer

8.7 Moved by President Brown & seconded by Vice President Taylor to approve the Charter, MOU, & Bylaws as presented.

AYES: Brown, Walters, Taylor

NOES: None

ABSTAIN: None

ABSENT: Trustee Meyer

9.0 Personnel

9.1 Moved by President Brown & seconded by Vice President Taylor to approve the amendments to the Executive Leadership/Certificated Salary Schedules as presented.


AYES: Brown, Walters, Taylor

NOES: None

ABSTAIN: None

ABSENT: Trustee Meyer

10.0 Board/Staff Discussion

 No Board meeting until January

11.0 Adjournment

President Brown adjourned the meeting at 4:41 p.m.



116 Market Place
Escondido, CA 92029
Tel. (760) 294-0277
License No.: 680561

Construction Contract – Stipulated Sum

PROJECT NAME: 3666 Ocean Ranch Boulevard

LOCATION: 3666 Ocean Ranch Boulevard
Oceanside, CA 92056

1. Contract. This Contract is made this Twentieth day of December, 2018, in the County of San Diego between Pacific View Charter School, a California Public School or their designated representative ("Owner") and TriVista Inc. ("Contractor"). Contractor will make its best efforts to construct, on behalf of Owner, all work associated with the project at 3666 Ocean Ranch Boulevard in compliance with the Contract Documents as specified herein (referred to herein as the "Project"). In consideration of the mutual promises and covenants contained herein, Owner and Contractor agree as follows:

2. Scope of Work. Owner is the owner of the Project and desires to retain Contractor to be the general contractor for the construction of the Project, as required by the Plans and Specifications, as the same may be amended, modified or supplemented from time to time (see TriVista's Scope of Work Exhibit A). Contractor will furnish all labor, equipment, materials, transportation, communication, scaffolding, hoisting, and coordination, to complete said Scope of Work in a workmanlike manner. Contractor's Scope of Work will include, where necessary or appropriate, the hiring and coordination of third parties, including but not limited to, subcontractors, consultants and engineers. Contractor's retention and coordination of these third parties is intended only to help to avoid conflicts, but Owner acknowledges that Contractor lacks the training and experience necessary to critique such services and that such services, necessarily, will be provided by licensed, independent professionals; and that, Contractor shall have no responsibility or liability to Owner for any conceptual drawings, construction documents, calculations or specifications prepared by such third parties. At times, Contractor's Scope of Work may also include space and/or conceptual planning and basic design services. Owner acknowledges that Contractor is not a licensed design professional and that if such services are provided to Owner, Contractor provides these services at the request of Owner and as a convenience to Owner. However, Contractor disclaims any and all liability arising from any such conceptual planning and design services performed by Contractor at Owner's request or otherwise.

3. **Contract Price.** Owner shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Twenty-Three Thousand One Hundred Nineteen Dollars and Ninety-Nine Cents (\$23,119.99). (the "Contract Price"). The Contract Price includes, where necessary or appropriate, Contractor's retention of third parties, including but not limited to mechanical, plumbing, electrical, solar, ADA and Title 24 consultants.

Payments shall be made as set forth in this Contract.

(a) The Contract Price is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: Pacific View Charter School, a California Public School.

(b) The following add alternates have been included in the Contract Price:

(i) Construction Drawings (Plans) and permit acquisition (excludes permit fees)	\$3,500.00
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(c) Unit Prices, if any:

N/A

(d) Allowances included in the Contract Sum, if any:

Item	Price
Flooring – Patch wall scar and rework base.	\$450.00

4. **Allowances.** If certain portions of the Work cannot be precisely determined at the time of establishing the Contract Price, Contractor will propose estimates of costs that are properly reimbursable as a cost of the Work. Such estimates shall be described in the Contract Price "Allowances" and shall be detailed in TriVista's Scope of Work (Exhibit A.) Each Allowance item shall contain a detailed breakdown of the assumptions for each Allowance, including assumptions pertaining to quantity, quality, assembly factors, and inclusion or exclusion of cost. In addition, the Allowance shall include all costs in connection with the Allowance, including costs of the materials, unloading, handling at the Site, labor, installation costs, and will specify the amount to be added for Contractor's overhead and profit (also referred to as General Conditions and Contractor's Fee).

5. **Definitions.** For the purposes of this Contract, the following terms shall have the meanings set forth below:

(a) "Accepted Bid" shall mean the bid made or negotiated by Contractor to whom this Contract is awarded.

(b) "Application for Payment" shall mean the Application for Payment form acceptable to Owner which shall contain a description of the portion or percentage of the Work which has been completed through the last day of the period to which such Application for Payment is applicable.

(c) "Change Order" shall mean a written order, signed by Owner, setting forth an adjustment to the Contract Price or Progress Schedule issued in connection with or as a result of (i) any Owner required or approved change in the Plans and Specifications, the Progress Schedule or any portion of the Contract Documents relating to the construction of the Project, (ii) any errors or omissions in the Plans and Specifications, (iii) any unforeseen conditions or other factors affecting the cost or time of performance for which an adjustment to the Contract Price is permitted pursuant to this Contract, or (iv) any Owner delays.

(d) "Contract Documents" shall mean, collectively, this Contract, including the Plans and Specifications, as the same may be amended, modified or supplemented from time to time; TriVista's Scope of Work dated 12/11/2018 (Exhibit A) and 12/19/2018 (Exhibit A.2), all Contract Modifications issued prior to or after execution of the Contract, Change Orders, written order for changes in Work issued by the Project's design professionals, engineers (structural, civil, soils, etc.) or Owner, and TriVista's Schedule of Values.

(e) "Contract Modification" shall mean a written amendment to this Contract signed by both parties hereto.

(f) "Final Completion of the Work" shall have the meaning given such term in Section 14.

(g) "Plans and Specifications" shall mean the plans and specifications identified on TriVista's Scope of Work, specifically the Plans dated 12/11/2018, titled Proposed Floor Plan, (attached as Exhibit A.1) or prepared for TriVista to complete its Scope of Work, as they may be amended, modified, or supplemented from time to time.

(h) "Progress Payment" shall mean a payment made to Contractor pursuant hereto, other than the disbursements of Retainage, pursuant to an Application for Payment approved by Owner, representing the payment to Contractor of such sums as are due and owing to the Contractor for the portion of the Work properly performed and completed during the period covered by the applicable Application for Payment, including, without limitation, all amounts then properly due subcontractors.

(i) "Progress Schedule" shall mean the schedule which shows the principal categories or milestones comprising the Work, the order in which the Work is to be carried out, the dates of commencement and completion of each principal category/milestone of the Work and the labor trades for each such category/milestone. The Progress Schedule shall be submitted with the Contractor's bid to perform the Work and approved by the Owner within five (5) business days after award of the Contract. The Progress Schedule shall control as to completion of each category/milestone until superseded as provided herein.

(j) "Proposed Change" shall mean a proposed written Change Order submitted to the Owner by Contractor setting forth a proposed adjustment to the Contract Price or Progress Schedule and submitted in connection with or as a result of (i) any change in the Plans and Specifications, the Progress Schedule or any portion of the Contract Documents relating to the construction of the Project proposed or recommended by the Contractor, (ii) any errors or omissions in the Plans and Specifications, (iii) any unforeseen conditions or other factors affecting the cost or time of performance for which an adjustment to the Contract Price is permitted pursuant to this Contract, or (iv) any Owner delays.

(k) "Punch List Work" shall mean minor items of the Work that need to be corrected or completed pursuant to Section 13 prior to Final Completion of the Work.

(l) "Retainage" shall mean a holdback of ten percent (10%) of the amount deemed payable to the Contractor at time of Application for Payment.

(m) "Substantially Complete" or "Substantial Completion" shall mean such time as all Work has been fully performed, other than Punch List Work.

(n) "Work" shall mean the construction of the Project, or the various separately identifiable parts thereof (including all labor and materials), required to be furnished under the Contract Documents in conformity with such Contract Documents, and shall include, without limitation, all construction and services reasonably inferable from the Contract Documents as necessary to produce the results intended thereby. The Owner is solely responsible for providing and paying for all utility costs and charges during performance of the Work, including but not limited to charges and costs to provide the Project with electricity, water, irrigation, gas, and telephone (if needed). Additionally, the Work shall not include, and the Owner shall be solely responsible, for furnishing any licenses, permits, or fees (for example: business licensing fees, building permits or fees, dump permits or fees). Upon agreement between the Owner and Contractor, and with the understanding that Contractor may charge the Owner for Contractor's time, Contractor will assist Owner in working with the applicable public agency in an effort to obtain any necessary permits or licenses.

6. Engagement and Standards of Performance.

(a) **Engagement.** Owner hereby engages Contractor, subject to the terms and conditions set forth in this Contract, to perform the duties and obligations set forth herein and Contractor agrees to perform such duties and obligations in accordance with the terms and conditions of this Contract.

(b) **Standards of Performance.** Contractor covenants with Owner to furnish its skill and judgment and to cooperate with Owner, subcontractors, the Project's design professionals, Owner's separate contractors (if any) and Consultants performing work on the Project or providing services relating to the Project. Contractor shall perform its duties and obligations under this Contract in an efficient, expeditious and economical manner, consistent with the interests of Owner (as made known to Contractor), and in such a manner so as to effect Substantial Completion and Final Completion of the Project to the reasonable satisfaction of Owner

within the time periods set forth herein. Notwithstanding anything in the Contract Documents to the contrary, Contractor is not, and shall not be deemed to be, a fiduciary of the Owner.

(c) **Contractor's Personnel.** Contractor shall provide adequate and experienced personnel to perform the duties and obligations of Contractor as described in this Contract. Contractor shall be responsible for hiring, supervising and training all of Contractor's employees and staff members performing services relating to the Project. Contractor shall comply with all applicable laws, rules and regulations relating to the duties and obligations of Contractor under this Contract. Contractor shall employ a competent superintendent and necessary assistants who shall attend to the Project during the progress of the Work.

7. **Progress Meetings.** Contractor may conduct weekly meetings (or otherwise periodically as Owner shall reasonably require) with Owner to discuss the progress of the development and construction of the Project and to assess Contractor's compliance with the requirements of this Contract. At such meetings Contractor shall provide Owner with the status of the Work, any slippage in the Progress Schedule, the planned Work for the following week's construction, the potential need to update the Progress Schedule, as the case may be, and any Proposed Changes which have been initiated by Contractor and which have not been previously delivered to Owner.

8. **Obligations of the Contractor.**

(a) **Supervision and Construction Procedures.** Contractor shall supervise all subcontractors and, subject to the revisions of the Contract Price as herein provided, shall cause the completion of the Work in such a manner that the sum of the costs and fee to Owner shall not exceed the Contract Price. Contractor acknowledges that Contractor will be solely responsible for and will have control and charge over, construction means, methods, techniques, sequences, procedures, safety precautions and programs employed in connection with the Work.

(b) **Prosecution of the Work.** Contractor shall proceed diligently with the completion of the Work in accordance with the Plans and Specifications and performance of the other portions of the Work at all times in accordance with the Contract Documents Progress Schedule (or other time period specified herein) and shall continue performance of the Work, pending resolution of any claim, appeal or other legal or equitable action related to this Contract (except to the extent that it is impossible to adhere to the Progress Schedule or such other specified time period), provided that Contractor is paid all undisputed amounts for performance of undisputed Work. Contractor shall provide all materials, labor, tools, equipment, transportation, and superintendence, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract and the Work within the time allotted in the Progress Schedule, as the case may be.

(c) **Review of Contract Documents.** Contractor has reviewed the Contract Documents and has found them to be sufficiently complete to apprise the Contractor of the character, nature, scope and extent of and standards for the Project, the time required to complete the Project, and the quality of the Project. Contractor further represents and warrants that it has (i) visited and inspected the Property and become familiar with local conditions that may in any manner affect the cost, progress or performance of the Work, (ii) become familiar with all Federal, State and local laws, ordinances, codes, rules and regulations reasonably known to California General Contractors that may

in any manner affect the cost, progress or performance of the Work, (iii) become familiar with anticipated labor supply and costs, and (iv) studied and correlated all of the Contractor's foregoing observations with the Contract Documents. Contractor further represents and warrants that, prior to submittal of its bid to complete the Work, it has investigated to the extent necessary to confirm the ready availability of all materials called for in the Plans and Specifications. Contractor has reported to Owner any known error, inconsistency or omission in the Contract Documents and any other condition that it discovered during such reviews and investigations that may adversely affect the construction of the Project. Any discrepancies, omissions, unforeseen site conditions or other matters adversely impacting the construction of the Project and hereafter discovered by Contractor shall be reported immediately in writing to Owner. In the event there is any discrepancy within the Plans and Specifications or among the Plans and Specifications, the other Contract Documents and applicable governmental requirements, unless otherwise directed by Owner pursuant to Section 9 below, Contractor shall resolve such discrepancy in favor of the most cost effective equal or better detailed alternative. Contractor shall be liable to the Owner only for losses actually suffered by the Owner as a result of Contractor's breach of, or failure to comply with, this subsection. Such losses shall include additional costs incurred as a result of any errors, omissions, site conditions or other matters that the Contractor should have discovered in its capacity as a general contractor in connection with its reviews, investigations and other observations hereunder.

(d) Prior to the date of Final Completion of the Work and final acceptance of the Project as a whole, Contractor shall, upon the request of and as directed by Owner, promptly either correct or remove and replace any defective material or equipment and promptly perform all labor necessary to correct any defect in the Work or to remedy any defect or deficiency in the Work that results from any discrepancy in the Contract Documents or other matter for which Contractor is liable, all at its sole cost and expense. Should Contractor fail to do so after thirty (30) days' notice of said defects, Owner may, at its option, furnish or secure such materials and labor as are necessary to correct any such defect and all direct and indirect costs thereof, including without limitation compensation for additional professional services, shall be borne solely by Contractor.

(e) Warranty. Contractor guarantees that the Work done under this Agreement will be free from faulty materials or workmanship. Notwithstanding anything in this Contract to the contrary, Contractor expressly provides to Owner, and Owner's successors in interest, the following express warranties with respect to the Project, which all begin upon Substantial Completion.

(i) a one (1) year express limited warranty (also known as a "fit and finish" warranty) covering the fit and finish of the following building components: cabinets, mirrors, flooring, interior walls, countertops, paint finishes, and trim. Contractor, on receiving notification from Owner, agrees to remedy, repair or replace, immediately, without cost to Owner, all such defects or damages appearing in the Work (whether in respect of materials or workmanship) for a period of twelve (12) months after Substantial Completion, defined above; and

(ii) a one (1) year warranty, applicable to all items installed under Contractor's license, whether by Contractor or Contractor's subcontractors, that all such items shall be free from defective installation and installed consistent with all applicable Building Code(s) and manufacturer's installation requirements.

9. Commencement of Work.

(a) The Work shall be commenced within three (3) business days from the issuance of a building permit by the responsible public agency. The Contractor shall complete all Work required by the Contract Documents within sixty (60) calendar days from the date of commencement.

(b) Contractor hereby covenants and agrees to perform its obligations under this Contract within the time specified herein, or, if no time is specified, as expeditiously as reasonably possible.

(c) Contractor shall make its best effort to have construction of the Project completed within sixty (60) calendar days of the start date. However, the completion date will be revised and extended based on changes to the Work by the Owner, issuance of Change Orders, delays in the delivery of materials, delays related to the failure of the architect, if any, and the Owner to respond to Proposed Changes and request for information, delays caused by adverse weather conditions that prevent the Work from being performed for two (2) or more consecutive days or cumulatively impact the Work such that the Contractor is prevented from efficiently proceeding, or other delays arising from causes beyond the Contractor's best professional efforts (other than delays arising out of Contractor's breach.)

10. Interpretation of Contract Documents. The Contract Documents are to be construed together and in a complimentary manner. If Contractor should perceive an error, omission, or conflict in the Contract Documents, contractor will make its best efforts to notify the Owner. The Owner shall be required to have its design professionals, within thirty-six (36) hours, resolve any conflicts, errors, and omissions by issuing written instructions, revisions to plans and/or specifications, and attend site meetings with the Contractor to resolve any issues raised by the Contractor. If the Contractor proceeds with work based on an error, omission, or conflict in the Contract Documents, without having been provided instructions by the Owner, the Contractor shall not be liable to the Owner for any costs to correct the work.

11. Progress Payments.

(a) On a regular basis, as mutually agreed upon by Owner and Contractor, but not more frequently than monthly, Contractor shall furnish to Owner an Application for Payment, on such forms as are acceptable to Owner which shall contain a description of the portion or percentage of the Work which has been completed through the last day of the period to which such Application for Payment is applicable.

(b) Each Application for Payment shall be supported by the following documentation (held at Contractor's office or delivered to Owner, as hereinafter specified or as directed by Owner) on forms described below or to be supplied by Owner:

(i) A conditional lien waiver by Contractor for the portion of the Work included in the Application for Payment;

(ii) Such other documents in form, scope and substance as Owner shall reasonably require.

(c) **Schedule for Payment of Progress Payments.** Owner shall have ten (10) business days following receipt thereof to approve or disapprove an Application for Payment. Any disapproval shall be in writing and shall set forth in detail the reasons for such disapproval and the amounts withheld on account thereof. Notwithstanding that grounds for withholding of a portion of a Progress Payment may exist, Contractor shall nonetheless have the right to apply for and Owner shall pay in accordance with this Contract the portions of a Progress Payment for which withholding is not authorized by this Contract. To the extent that Owner approves or is obligated to approve an Application for Payment, the applicable Progress Payment shall be paid to Contractor within twenty (20) business days following Owner's receipt thereof. Unless otherwise agreed by Owner and Contractor, such Progress Payment shall be made by Owner's check payable to Contractor.

12. **Interest.** Payments due and unpaid under the Contract shall bear interest from the date payment is due at a rate of ten percent (10%) per annum.

13. **Substantial Completion.** When Contractor opines that the Work is Substantially Complete, Owner and Contractor shall conduct an inspection of the Project in order to determine the state of completion of the Project and the existence of defects to be corrected, if any. Thereafter, Contractor shall issue a written Punch List identifying any defects requiring completion or correction and provide same to the Owner for Owner's review and approval within five (5) business days. After conducting the Substantial Completion inspection, Contractor shall thereupon submit to Owner an Application for Progress Payment for all sums remaining due under the Contract. Contractor shall commence, within ten (10) business days (or forty-eight (48) hours in the event of an emergency) of the inspection, to contact, supervise and cause the appropriate subcontractors to complete any unfinished Work, replace any defective material or perform any labor necessary to correct any defect in or damage to the Work, and shall complete all such Punch List Work within a reasonable time thereafter. Provided that the Owner is not in breach of this Contract with respect to the making of payments to the Contractor hereunder, in the event any subcontractor fails to do so, Contractor, after obtaining Owner's prior written consent with respect to the specific Punch List Work, shall secure such materials, labor and other subcontractors as are necessary to correct the defective or incomplete work to Owner's satisfaction within a reasonable time, the costs of which shall be borne solely by Contractor.

14. **Final Completion.**

(a) Upon receipt of a final Application for Payment, Owner shall promptly make or cause to be made a final inspection of the Work. If Owner determines, in its reasonable discretion, that the Work, including any Punch List Work, is completed and acceptable to Owner and the Contract has been fully performed, Owner shall pay Contractor within twenty (20) calendar days after receipt of such final Application for Payment, all unpaid Construction Costs incurred in connection with the completion of the working including the Punch List Work, and the Retainage.

(b) The payment of the final Application for Payment shall not be made until Contractor submits to Owner, a Conditional Waiver and Release Upon Final Payment in a form consistent with Civil Code Section 8136.

(c) The acceptance by Contractor of the final payment from Owner shall constitute a waiver of all monetary claims then known to Contractor arising out of the performance of the Work, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Within thirty days after Contractor's receipt of final payment from Owner, Contractor shall deliver to Owner an Unconditional Waiver and Release Upon Final Payment, from Contractor and all Subcontractors who performed the Work.

15. Overtime. If Owner requests that the Contractor and its subcontractors work overtime, then the Owner shall pay the Contractor to work overtime at premium overtime hourly rates and other expenses directly associated with overtime work, which will be paid for by the Owner.

16. Costs Not to be Paid. Owner shall not pay Contractor for the cost of salaries paid to Contractor's home office personnel or any of Contractor's other home office expenses.

17. Exclusions. The following items are not included in the Work nor the Contract Price and shall be paid directly by the Owner: See Exclusions and Clarifications on Exhibit A and A.2, building and other permits, the cost of repair of damage to the Project caused by earthquake or some other act of nature or unforeseen peril, and any other exclusions set forth in Contractor's Scope of Work attached as Exhibit A.

18. Change Orders. The Owner may request Change Orders to Contractor to add to, change, or delete from the scope of the work, and the Contract Price will be adjusted accordingly. Upon the discovery of additional work or changed circumstances which require a Change Order, Contractor will issue a Proposed Change Order to Owner, including a quote for such additional work, and any impact on the project schedule for Owner to sign and return to Contractor, thus authorizing Contractor to proceed with the Change Order Work. If the Owner requires the Contractor to perform work that the Contractor contends is outside the scope of the Work required by the Contract Documents, Contractor shall be entitled to be paid all additional sums over and above the Contract Price associated with the additional work performed, plus five percent for overhead and ten percent for profit on top of the costs for the extra work. Contractor shall not be required to perform any additional work unless Owner signs a Change Order.

19. Extra Work. Should a public agency or inspector direct any deletion from, or modification of or addition to, the work covered by this Contract, the costs shall be added or deducted from the contract price. In the case of extra work, the Contractor shall be paid 5 percent for its overhead and 10 percent for profit on top of the costs for the extra work. Payments for extra work will be made as extra work progresses, concurrently with progress payments. Orders for extra work should be made in writing, with the price agreed to in advance, but the Contractor is entitled to be paid for extra work, whether the extra work order is reduced to writing or not.

20. Safety Precautions and Programs. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work,

including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to working hours.

Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection and follow any directions of Owner (which Owner shall not be obligated to make) to prevent damage, injury or loss to:

- (a) All employees on the Work and all other persons who may be affected thereby;
- (b) Owner's property and all the Work and all materials and equipment to be incorporated therein on the Project site; and
- (c) Other property at the Project site or adjacent thereto, not designated for removal, relocation or replacement during construction.

21. **Intoxicating Beverages, Drugs or Other Controlled Substances.** Contractor shall not allow anyone known or suspected to be under the influence of intoxicating beverages, drugs or controlled substances on the Project site. Neither intoxicating beverages nor controlled substances shall be allowed on the Project site at any time.

22. **Jobsite and Approvals.** Owner will always make the jobsite available to Contractor, and will secure, before commencement of the work, any change of zone, conditional use permit, variance, or other necessary entitlement.

23. **Cutting and Patching.** Contractor will perform cutting and patching necessary to join the Contractors work with existing structures and with the work of other contractors so that the finished work will have a smooth and finish appearance within normal industry standards.

24. **Contractor's Insurance.** Contractor will provide Owner the following insurance, and will deliver to Owner the following Certificates of Insurance and Endorsements issued by insurance companies authorized to write business in this state:

(a) **Commercial General Liability Insurance:** Comprehensive general liability insurance, which includes Bodily Injury/Property Damage and Personal Injury sustained or alleged to have been sustained by any person with limits not less than: \$1,000,000 Each Occurrence and \$2,000,000 Aggregate. The CGL shall contain a separate additional insured endorsement covering ongoing as well as completed operations and naming Owner as an additional insured.

(b) **Commercial Automobile Bodily Injury/Property Damage Liability (Combined Single Limit):** Automobile Liability in comprehensive form including insurance for owned, non-owned, and hired automobiles, trucks and other licensed motor vehicles utilized by Contractor in connection with the work. The policy limits will not be less than \$1,000,000 for bodily injury and \$1,000,000 for property damage. The Certificates will provide that the policy may not be cancelled or modified without 30 calendar days prior written notice to the Owner.

(c) **Workers' Compensation Insurance:** Workers' Compensation insurance shall be in statutory form as required by all applicable laws, regulations or statutes.

(d) **Excess Liability Insurance:** Excess Liability Insurance in the amount of \$4,000,000 Each Occurrence and \$4,000,000 Aggregate.

25. Insurance Types.

(a) Contractor shall not commence any Work under this Contract until it obtains all insurance required to be obtained by Contractor under this Contract.

(b) All insurance to be carried by Contractor will be maintained by Contractor with insurance carriers licensed and approved to do business in California, having a general policyholders' rating of not less than an "A-" and financial rating of not less than "B+" in the most current Best's Insurance Report. In no event shall such insurance be terminated or otherwise allowed to lapse prior to (1) the earlier of the completion of the Work pursuant to the provisions of this Contract or the termination of this Contract, or (2) such longer period of time as may be specified herein. Contractor may provide the insurance described herein, in whole or in part, through a policy or policies covering other liabilities and projects of Contractor.

(c) **Evidence of Insurance.** As evidence of Contractor's specified insurance coverage, Owner shall accept certificates issued by Contractor's insurance carrier acceptable to Owner showing such policies in force for the specified period. Each certificate shall provide that such policy shall not be subject to cancellation or non-renewal without thirty (30) calendar days prior written notice delivered to Owner.

26. Waiver of Subrogation. Owner and Contractor waive all rights against each other, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by Owner as fiduciary.

27. Termination of Contract.

(a) Either party may terminate the Contract for convenience at any time, upon seven (7) days written notice to the other party. Upon receipt/service of written notice of such termination, Contractor shall: (a) cease operations in whole or as directed by Owner; (b) take actions necessary, or that Owner may direct, for the protection and preservation of the Work; and (c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of termination for convenience, Contractor shall be entitled to receive payment for work executed to the effective date of termination, including the actual cost of the Work, and the Contractor's Fee based on such actual costs incurred, plus those costs necessary to satisfy the obligations incurred as a result of the requirements of the foregoing subsections (a) through (c). Additionally, Contractor shall be entitled to receive payment for all materials ordered prior to notice of termination as well as an additional five percent for Contractor's overhead and ten percent for Contractor's profit.

(b) If Owner fails to make payment for a period of ten (10) days from the date such payment is due, through no fault of Contractor, Contractor may, upon seven (7) additional days' written notice to Owner, suspend the Work until the amounts due have been received or terminate the Contract for convenience as described in paragraph (a), above.

28. Hazardous Materials.

(a) A hazardous material is any substance or material identified now or in the future as hazardous under any federal law, state or local law or regulation, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, and/or clean-up. The Contractor shall not be obligated to commence or continue work until any hazardous material discovered at the Project worksite has been removed, rendered or determined harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate government agency.

(b) If after the commencement of work, hazardous materials are discovered at the Project worksite the Contractor shall be entitled to immediately stop work in the affected area. The Contractor shall report the condition to the Owner and, if required, the government agency with jurisdiction.

29. Destruction of Work. If the Project should be destroyed by fire or other perils, Contractor will be paid for its work based on the percentage of completion of the Project multiplied by the Contract Price, and Contractor's work will terminate. If the Project is partially destroyed by such peril (that is less than 40 percent of the value of the work performed by Contractor is destroyed), the Contract Price and the time for performance will be equitably adjusted, and Contractor will rebuild those areas destroyed by such peril at the sole additional cost of the Owner and complete the Project.

30. Cleanup. Contractor at all times shall keep the Project free from accumulation of waste materials or rubbish caused by its operations. At the Final Completion of the Work, it shall remove all its waste materials and rubbish from and about the Project as well as all its tools, construction equipment, machinery and surplus materials. Upon Final Completion, Contractor shall clean the Project and any areas where debris has collected so surfaces are free from foreign material or discoloration.

31. Unanticipated Concealed Conditions. In the event that Contractor encounters adverse concealed conditions that could not reasonably have been anticipated, the Contract Price will be equitable adjusted, and the cost of dealing with such unanticipated condition will become a Change Order.

32. Schedule.

(a) **Progress Schedule.** Upon Owner's written request, Contractor shall, within five (5) business days thereafter, submit to Owner for Owner's review and approval a proposed Progress Schedule. If Owner disapproves the proposed Progress Schedule, he shall indicate the reasons for the disapproval in writing and the parties shall negotiate a revised Progress Schedule. Upon agreement to the Progress Schedule, the Progress Schedule and all milestones specified therein shall control.

(b) **Schedule Changes.** Upon agreement by Owner and Contractor as to an extension of any portion of the Progress Schedule necessitated by a Change Order, Owner and Contractor shall revise the Progress Schedule, as the case may be, to reflect such extension.

(c) **Owner Liability for Delays.** Except as otherwise provided in this Section, Owner and those acting on its behalf shall not be liable for any damages because of any delay resulting from any cause beyond the control and without the fault of such persons, including, but not limited to, such events as excusable delays or delays by, or breach by, Contractor or any subcontractor or other person directly or indirectly in contract with Contractor or any other person not subject to the direct control of Owner. Notwithstanding the foregoing, Owner will be liable to Contractor for reasonable actual damages incurred by Contractor as a result of any delay (herein, an "Owner's Delay") not contemplated by the parties at the time of execution of this Contract that is caused by (or due solely to the fault of) Owner or any of Owner's Consultants and that is unreasonable under the circumstances. An adjustment of the Progress Schedule (if justified) shall be Contractor's sole remedy (and Contractor shall have no right to actual or liquidated damages) for any delay, hindrance in the performance of the Work, loss in productivity, impact damages or similar claims unless the delay

(i) is caused by, or due solely to the fault of, Owner or any of Owner's, Consultants,

(ii) is unreasonable under the circumstances, and

(iii) was not contemplated by the parties at the time of contracting.

33. Right to Stop Work.

(a) **Contractor:** If Owner fails to make any payment when it's due, Contractor may stop work, and keep the job idle until all amounts earned have been paid.

(b) **Owner:** If Contractor persistently fails to perform its obligations under this Contract, Owner may stop the work until Contractor has given Owner satisfactory reasonable assurance that Contractor will properly resume and diligently perform the work.

34. **Independent Contractor.** It is expressly understood and agreed that Contractor will act as an independent contractor in the performance of its duties and responsibilities set forth in this Contract. No provisions hereunder shall be intended to create a partnership, joint venture, employment or agency relationship between Owner and Contractor with respect to the Project or otherwise, and neither party shall have the power to bind or obligate the other party.

35. **Indemnity by Contractor.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Owner, and Owner's Agents, and each of them, from:

(a) With the exception of any mechanics lien enforcement actions, any third party claims, demands, causes of action in law or in equity, damages, costs, expenses, losses and liabilities, including but not limited to attorneys' fees, arising out of or in any manner directly connected with the performance of the Work under this Agreement, the death or injury of any person or persons, or from

the damage or destruction of the Subject Property, any property or properties, caused by or connected with the negligent performance of this Contract by Contractor or Contractor's subcontractors, material providers, agents or employees, except those arising out of the sole negligence or willful misconduct of Owner, Owner's Agents, or their agents or employees; and

(b) Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this Agreement to Contractor. This shall include without limitation any claims or costs arising from any losses, damages, injuries, liabilities, and expense, including but not limited to attorneys' fees, arising from the construction of the Project.

36. **Indemnity by Owner.** To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Contractor, and Contractor's Agents, subcontractors, and representatives, and each of them, from any and all third party claims, demands, causes of action in law or in equity, damages, costs, expenses, losses and liabilities, including but not limited to attorneys' fees, arising out of or in any manner directly connected with (i) any accidental damage on the Project resulting from unknown conditions of which Contractor should not have been reasonably aware, including but not limited to hidden improvements by other building tenants, and (ii) any disruption in any utility or other service to building tenants arising out of the Work.

37. **Waiver of Consequential Damages.** In no event shall either party be liable to each other in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, including but not limited to loss of rent, disruption, loss of use, home office overhead, diminution in value, loss of profits, loss of product, loss of use, loss of anticipated profits or revenue, rents, interest, increased expense of operation of any equipment or systems, loss of capital, or cost of capital.

38. **Limitation of Action.** Any and all actual or alleged causes of action concerning any services rendered pursuant to this Agreement, including without limitation those for indemnification, shall be deemed to have accrued for purposes of any statutes of limitation or repose as of the date of Contractor's last invoice concerning the Project. Further, in all events the statutes of limitation for such actual or alleged causes of action, including those for latent deficiencies, will be deemed to have run no later than four years after the date of the Project's substantial completion.

39. **Substitutions.** If Contractor proposes or installs any substitutions for work called for by the contract documents, Contractor will have a good faith belief that these are equal in quality, function and appearance to the items called for by the Contract Documents, and that substitutions can be easily maintained and are of equal durability to the specified item.

40. **Acceptance.** Unless otherwise provided in this Contract, acceptance by Owner shall be made as promptly as practicable after Final Completion and inspection of all Work required by this Contract, or that portion of the Work that Owner determines can be accepted separately. Acceptance shall be final and conclusive except regarding latent defects, fraud or gross negligence; provided, however, that no such acceptance shall limit, or in any way affect, Owner's rights under any warranty, guarantee or indemnity.

41. **Material Breach.** If at any time either party should feel that the other has materially breached this Agreement, then it shall notify that party in writing setting forth clearly what must be done to cure that breach; and thereafter, the party so notified shall have fourteen (14) calendar days to take the prescribed action. In light of the obvious advantage of resolving questions and disputes regarding Contractor's billing quickly and while recollections are fresh, Owner will notify Contractor of any questions or dissatisfaction which it may have regarding any particular invoice within thirty days of the invoice date; and if Owner fails to give Contractor such notice, then Owner will have waived its right to dispute the accuracy and appropriateness of the invoice and the invoice will be binding upon Owner. Any claim which either party has or may have against the other is irrevocably waived if the claiming party does not at least notify the other party in writing of the existence of the claim within one year of the date when the claiming party knew or should have known that it had or arguably had the claim.

42. **Successors and Assigns.** Rights and duties under this Contract cannot be assigned or delegated without the express written consent of the other party. In the event of delegation, the delegator guarantees that the delegates will perform as required by the contract documents. The duties and obligations of this Contract are binding on successors, administrators, executors, and the parent and subsidiary corporations of the parties, and in the event of consolidation or merger, on the surviving corporation or partnership.

43. **Limitation of Liability.** In light of the risks inherent in the Project, Owner agrees to limit the total aggregate liability concerning or related to the Project of Contractor and subcontractors, if any, and their respective affiliated entities and individuals, on any and all legal and equitable theories and concerning all kinds and causes of loss to the fullest extent allowed by law as to Owner to the amount recovered under the scope and limits of Contractor's available insurance or the amount of the Contract Price, whichever is lower.

44. **No Other Agreements.** This Contract, with the Contract Documents incorporated herein, is the entire agreement between the parties. No oral or written communications or negotiations that occurred before the execution of the Contract shall be considered a part of the agreement. The Contract can be modified only by a written document signed by both parties, or by a Change Order that was accepted by the Owner or as allowed by other provisions of this Contract. If any portion of this agreement is invalid for any reason, such invalidity shall affect only such provisions and the remainder of this Contract shall remain in full force and effect.

45. **Severability.** In case any one or more provisions set forth in the Contract Documents shall for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract Documents, and the Contract Documents shall be construed as if such invalid, illegal or unenforceable provision had never been incorporated therein provided that the deletion of such provision does not materially alter this Contract.

46. **No Third-Party Beneficiaries.** The Contract Documents are not intended and shall not be deemed or construed to confer any rights, powers or privileges on any person, firm, partnership, corporation or other entity not a party hereto.

47. Incorporation of Exhibits. The Exhibits attached or to be attached hereto shall be construed with and as integral parts of the Contract Documents to the same extent as if the same had been set forth verbatim herein.

48. Governing Law. The Contract Documents shall be governed by the laws of the State of California.

49. Contractor's License.

(a) Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any question concerning a contractor may be referred to the Registrar.

(b) Contractor represents and warrants that it is duly licensed and in good standing under the laws of the State of California and that its correct Contractor's License Number is listed below its signature on this Contract.

50. Claims for Damages. In the event that either party hereto suffers injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts it is legally liable, the injured party shall make a written claim to the other party within a reasonable time after the first observation of such injury or damage.

51. Written Notice. All notices under this Contract shall be given in writing. Written notice shall be (i) delivered in person to the individuals set forth in below, (ii) sent by registered or certified mail, return receipt requested, to the address set forth below, or (iii) sent by e-mail to the e-mail address listed below:

Owner:	Pacific View Charter School, a California Public School c/o Gina Campbell 3666 Ocean Ranch Boulevard Oceanside, CA 92056
--------	---

Contractor:	TriVista Inc. c/o Dawn Mask, Vice President 116 Market Place Escondido, CA 92029 E-mail dawn@trivistacorp.com
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52. Attorneys' Fees. If either party employs an attorney or attorneys to enforce any of the provisions hereof, or to protect its interest in any matter arising under the Contract Documents, or to recover damages for the breach thereof, or either party commences an action against the other party for any of the foregoing reasons or to resolve any dispute relating to the Project, the prevailing party, in addition to any other relief to which such party may be entitled, shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection with any such action. Prevailing party, as used herein, shall mean a party who recovers on an affirmative claim an award which equals or exceeds 67% of the claim (principal only) or a party who defends an


affirmative claim by 67% or more. To the extent the award yields a result which falls between 33.01% and 66.99% of an affirmative claim, there shall be no prevailing party. If both parties assert affirmative claims, each parties' claims shall independently be (in the collective aggregate), evaluated by this standard.

53. Dispute Resolution. Owner and Contractor shall attempt to resolve all disputes arising from or related to this Agreement first by informal face-to-face negotiations, then by formal mediation. Mediation fees, if any, shall be divided equally among the parties involved. In the event that the Owner or Contractor fail to participate in a formal mediation session with the participation before a third-party mediator and files a civil action, the party who filed the civil action without first complying with the mediation requirements in this Section shall waive any right and/or entitlement to recovering on any claims and damages to which they may have been entitled. However, Contractor shall not be prohibited from filing a civil action for the purpose of preserving any statutory deadlines, so long as Contractor agrees to stay the action pending completion of mediation as described above.

I HAVE READ AND HEREBY ACKNOWLEDGE AND AGREE TO THE ABOVE:

OWNER

TriVista Inc.

By: 
Gina Campbell, Pacific View Charter
School, a California Public School

By: 
Dawn Mask, Vice President

Date: 1-9-19

Date: 12-26-18

Telephone No.:

Telephone No: (760) 294-0277

Cellular No.: (760) 497-0053

Contractor's License No.: 680561

Exhibit A

TRIVISTA'S SCOPE OF WORK

Exhibit A

COMMERCIAL CONTRACTORS
TriVista Inc.

3666 Ocean Ranch Blvd. Budgetary Proposal

Customer:	Pacific View Charter School 3666 Ocean Ranch Blvd. Oceanside, CA. 92056 Attention: Lori Bentley lbentley@pacificview.org	Designer:	TriVista Corp. 116 Market Pl. Escondido, CA. 92029 www.trivistacorp.com
		Proposal Date:	12/11/2018
		Cost Summary By Division	
		Division Total	

01000	Misc. Construction Items	\$	3,690.00
07200	Insulation	\$	181.50
08050	Door Assemblies	\$	1,290.00
09200	Framing and Drywall	\$	1,727.50
09510	Suspended Ceilings	\$	195.00
09600	Flooring	\$	375.00
09900	Painting	\$	618.00
15300	Fire Protection	\$	1,400.00
15700	Mechanical	\$	1,570.00
16000	Electrical	\$	2,950.00
		Sub Total	\$ 14,197.00
General Conditions		\$	709.65
Contractor's Fee		\$	1,490.69
Total Tenant Improvement Cost		\$	16,397.34

Exclusions and Clarifications:

- 1.- All work to be performed during normal business hours.
- 2.- Excludes furniture moving.
- 3.- Excludes hidden conditions.
- 4.- Excludes Plans, Permit acquisition & Permit Fees.
- 5.- Excludes changes made by owner, tenant or governing agencies.
- 6.- Excludes any work associated with Fire Life Safety.
- 7.- Excludes any item not stated in this proposal.
- 8.- Excludes premium labor rates.

Thank you for the opportunity of working with you, don't hesitate to call me if you have any comments or questions.

If this proposal meets your approval, please sign, date and return

12-14-18 *Lori Campbell*
 Date Approved by

COMMERCIAL CONTRACTORS

TriVista Inc.

LEGEND			
SF	Square Foot	PR	Pair
SY	Square Yard	BL	Bulk
LF	Lineal Foot	EA	Each
LY	Lineal Yard	NTE	Not to exceed
HRS	Hours	SQ	Square
PL	Plastic laminate	SS	Solid Surface

DESCRIPTION	QUANTITY	UNIT	TOTAL
01000 Misc. Construction Items:			
a) scaffolding at stairs.	1	EA	
b) site protection, job site clean up & debris removal.	1	EA	
Total Misc.			\$ 3,890.00
07200 Insulation:			
a) insulate new wall with R11 unfaced batts (excludes existing walls).	242	SF	
Total Insulation			\$ 181.50
08050 Door Assemblies:			
a) supply & install new 3' x 7' stain grade door w/ aluminum frame & Hager or eq. hardware at new counseling room.	1	EA	
Total Door Assemblies			\$ 1,200.00
09200 Framing and Drywall:			
a) new wall on wall as per plans.	49	SF	
b) ceiling height walls (9'-1") to create new counseling room.	193	SF	
c) misc. drywall repairs and prep. for paint (ONLY at affected areas).	1	EA	
Total Framing and Drywall			\$ 1,727.50
09510 Suspended Ceilings:			
a) cut in ceiling tiles along new walls.	29	LF	
Total Suspended Ceilings			\$ 195.00
09600 Flooring:			
a) new 4" rubber base at new walls only (match existing as closely as possible).	42	LF	
Total Flooring			\$ 375.00
09900 Painting:			
a) new paint at new walls and affected areas only.	624	SF	
b) stain new door (excludes existing).	1	EA	
Total Painting			\$ 618.00
15300 Fire protection:			
a) add and/or relocate pendant sprinkler heads around the proposed walls.	1	EA	
b) point of connection will be at existing branch lines overhead.			
Total Fire Protection			\$ 1,400.00
15700 Mechanical:			
labor and material to:			
a) install supply diffuser in new office	1	EA	
b) install return grill in new office.	1	EA	
c) install rigid duct with flex connections to existing hvac system.	1	EA	
d) excludes repairs to existing equipment and mechanical controls if required.			
e) excludes any ceiling work that may be required.			
Total Mechanical			\$ 1,570.00

COMMERCIAL CONTRACTORS TriVista Inc.

16000 Electrical:

- quoted per standard T.I. wiring methods.
excludes code correction changes of existing conditions.
a) misc. demo and safe-off of existing light and circuits.
b) furnish and install 2x2 light fixtures.
c) wall occupancy switch and or dimmer.
d) duplex outlets.
e) ring and string for data.
f) title 24 acceptance test.
g) electrical design for plan submittal.

1	EA
1	EA
1	EA
2	EA
1	EA
1	EA
1	EA

TOTAL		2,980.00
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Alternate Adds:

1.- Drawings: Add \$3,500.00

e) Construction Drawings (Plans) & Permit acquisition (excludes permit Fees).

2.- After Hours Labor: Add \$4,523.11

COMMERCIAL CONTRACTORS
TriVista Inc.

Customer: Pacific View Charter School 3668 Ocean Ranch Blvd. Oceanside, CA. 92056 Attention: Lori Bentley lbentley@pacificview.org	Designer: TriVista Corp. 116 Market Pl. Escondido, CA. 92029 www.trivistacorp.com Proposal Date: 12/11/2018
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Your signature below indicates acceptance of this proposal and its terms. Trivista, Inc. agrees to perform the work described in this proposal subject to the following provisions:

Expiration: This proposal is good for a period of up to 30 days from the date of the proposal

Change Orders: The cost of any changes to the scope of work will be priced individually and agreed to, in writing by both parties, before additional work is performed. The cost for additional work will be added to the original project price.

Payments and Right to Stop Work: Payment for invoices is due within 30 days of receipt. Past due payments shall bear interest at the rate of 1.5% per month (18% per annum), until paid in full. Trivista, Inc. shall have the right to stop work if any payment shall not be made, when due under this Agreement. Failure by the Customer/Owner to make payment when due, is a material breach of this Agreement.

Right to Cure: In the event that Customer/Owner alleges that some of the work is not or has not been done correctly or timely, Customer/Owner shall give Trivista, Inc. notice and an opportunity to commence to cure the condition that Customer/Owner has alleged is insufficient.

Attorneys' Fees: In the event the parties become involved in a legal dispute arising out of or related to this agreement, or the performance or breach thereof, the prevailing party shall be entitled to receive from the other party any and all costs and expenses incurred with respect to such litigation or other proceeding, including without limitation, reasonable attorneys' fees, court costs, other disbursements and costs and expert fees and costs.

This proposal is accepted and forms a fully integrated agreement between Customer/Owner and Trivista, Inc.

Dated: 12/14/18

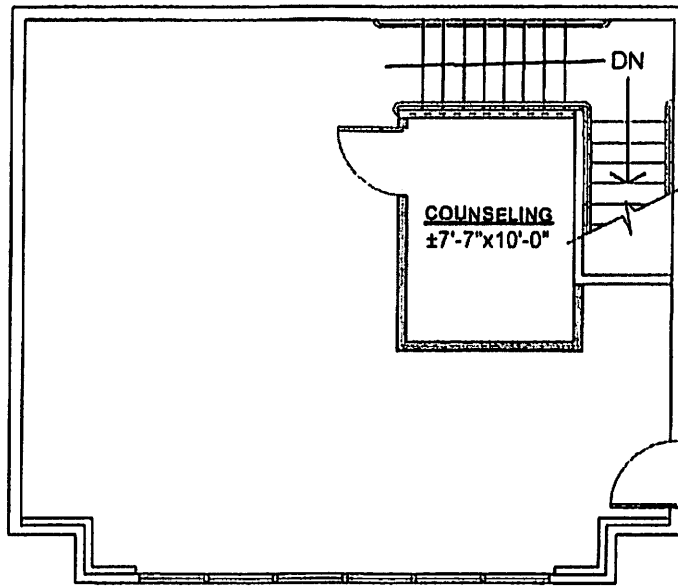
Lori Bentley
Customer/Owner Signature




Erina Campbell
Print Name/Title
Founding Executive Director

Exhibit A.1



12
11
18



-  EXISTING WALL TO REMAIN
-  NEW WALL ON WALL
-  NEW CEILING HT. WALL

COMMERCIAL CONTRACTORS

TriVista Inc.

PH: 760-294-0277 LICENSE # 680561

Project address :

3666 OCEAN RANCH BLVD., OCEANSIDE, CA.

Sheet title:

PROPOSED FLOOR PLAN

Scale :

1/8" = 1'-0"

Sheet No.

Drawn by :

MANNY ROMANILLO

A01

Exhibit A.2



3666 Ocean Ranch Blvd., Door Maintenance			
Customer:	Pacific View Charter School 3670 Ocean Ranch Blvd. Oceanside, Ca 92056 Attention: Lori Bentley		
		Proposal Date:	12/19/2018

01000	Misc. Construction Items	\$	190.00
08050	Door Assemblies	\$	1,375.00
09200	Framing and Drywall	\$	525.00
09600	Flooring	\$	450.00
09900	Painting	\$	250.00

Sub Total	\$	2,790.00
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General Conditions	\$	139.60
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Contractor's Fee	\$	292.95
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Total Tenant Improvement Cost	\$	3,222.45
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Exclusions and Clarifications:

- 1.- All work to be performed after normal business hours.
- 2.- Excludes hidden conditions.
- 3.- Excludes Plans, Permit acquisition & Permit Fees.
- 4.- Excludes changes made by owner, tenant or governing agencies.
- 5.- Excludes any work associated with Fire Life Safety.
- 6.- Excludes any ADA Improvement.
- 7.- Excludes any item not stated in this proposal.

8100 5800 0207



LEGEND			
SF	Square Foot	PR	Pair
SY	Square Yard	BL	Bulk
LF	Lineal Foot	EA	Each
LY	Lineal Yard	NTE	Not to exceed
HRS	Hours	SQ	Square
PL	Plastic laminate	SS	Solid Surface

DESCRIPTION	QUANTITY	UNIT	TOTAL
01000 Misc. Construction Items: a) site protection, job site clean up & debris removal.	1	EA	
Total Misc.			\$ 190.00
08050 Door Assemblies: a) supply and install new 3' x 7' 0" prefinished stain grade door with Timely Alumalene passage hardware, closer and smoke seal.	1	EA	
Total Door Assemblies			\$ 1,375.00
09200 Framing and Drywall: a) Cut-in and frame out new door opening	1	EA	
Total Framing and Drywall			\$ 525.00
09600 Flooring: Assumes no major floor preparation / repair needed, excludes vapor emission testing. a) allowance to patch wall scar and rework base	1	LS	
Total Flooring			\$ 460.00
09900 Painting: a) touch-up paint due to drywall work	1	LS	
Total Painting			\$ 260.00

116 Market Place, Escondido, Ca 92029
Phone (760) 294-0277 Fax (760) 294-0278 License No. 680561



3686 Ocean Ranch Blvd., Door Maintenance

Customer: Pacific View Charter School 3670 Ocean Ranch Blvd. Oceanside, Ca 92086 Attention: Lori Bentley		
		Proposal Date: 12/19/2018

Your signature below indicates acceptance of this proposal and its terms. Trivista, Inc. agrees to perform the work described in this proposal subject to the following provisions:

Expiration: This proposal is good for a period of up to 30 days from the date of the proposal.

Change Orders: The cost of any changes to the scope of work will be priced individually and agreed to, in writing by both parties, before additional work is performed. The cost for additional work will be added to the original project price.

Payments and Right to Stop Work: Payment for invoices is due within 30 days of receipt. Past due payments shall bear interest at the rate of 1.5% per month (18% per annum), until paid in full. Trivista, Inc. shall have the right to stop work if any payment shall not be made, when due under this Agreement. Failure by the Customer/Owner to make payment when due, is a material breach of this Agreement.

Right to Cure: In the event that Customer/Owner alleges that some of the work is not or has not been done correctly or timely, Customer/Owner shall give Trivista, Inc. notice and an opportunity to commence to cure the condition that Customer/Owner has alleged is insufficient.

Attorneys' Fees: In the event the parties become involved in a legal dispute arising out of or related to this agreement, or the performance or breach thereof, the prevailing party shall be entitled to receive from the other party any and all costs and expenses incurred with respect to such litigation or other proceeding, including without limitation, reasonable attorneys' fees, court costs, other disbursements and costs and expert fees and costs.

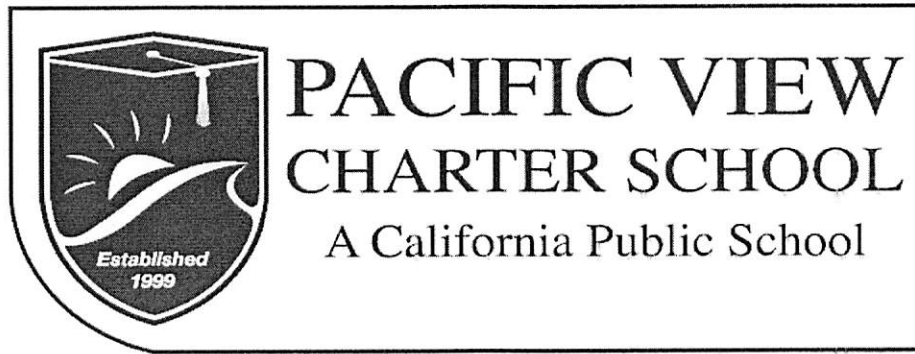
This proposal is accepted and forms a fully integrated agreement between Customer/Owner and Trivista, Inc.

Dated: 12/20/18

Gina Campbell
Customer/Owner Signature

Executive Director
Print Name/Title
Gina Campbell

8.1



Application for Authorization of Student Club or Organization

- I. We, the undersigned students, request approval to form a student club or organization at Pacific View Charter School.

This organization will be called the Conspiracy Theorists Anonymous and its purpose will be the following: to let students express their creativity, as well as share their individuality and artistic viewpoints in a friendly environment. Students can also improve their debating skills and strengthen their analytical power as they dwell into the unknown. At Pacific View Charter School, this club will give students a chance to work out their mental muscles where displaying their growth mindsets.

- II. Robert Merrill has agreed to serve as the advisor for this organization for the school year.

We have attached:

1. A copy of the constitution
2. A copy of the list of participants (must have a minimum of 5)

- III. Approved:

Hina Campbell
Executive Director

Date: 12-20-18

Robert Merrill
Advisor

Date: 12-18-18

Alternate Advisor

Date: _____



Constitution and Bylaws of the Conspiracy Theorists Anonymous club.

Article I. Name of club

The official name of this organization shall be Conspiracy Theorists Anonymous.

Article II. Purpose

The purpose of this club shall be to let students express their creativity, as well as share their individuality and artistic viewpoints in a friendly environment. Students can also improve their debating skills and strengthen their analytical power as they dwell into the unknown. At Pacific View, this club will give students a chance to work out their mental muscles while displaying their growth mindset.

Article III. Membership

- Section 1. All members are required to be students of Pacific View Charter School
- Section 2. Regular attendance of all club members is encouraged

Article IV. Officers

- Section 1. The officers of this club shall be a President, Vice President, Secretary, and Treasurer
- Section 2. The officers shall be elected by nomination and majority vote.
- Section 3. The term of office shall be the school year.

Article V. Meetings

- Section 1. This club shall meet every other week on Tuesdays.
- Section 2. Special meetings may be called by the president with the advisor's approval.

Article VI. Fundraising and Expenditures

- Section 1. All fundraising by any student club shall be supervised under the name of the school. All fundraising must receive prior approval by the Executive Director.
- Section 2. All expenditures shall be approved by a majority of the club members, recorded in the minutes, and subject to the approval of the advisor, if applicable.

Article VII. Quorum

A quorum shall consist of 2/3 of the membership of the club.

Article VIII. Amendments

This constitution shall be amended by a majority vote of the quorum.

8.2

**PACIFIC VIEW CHARTER SCHOOL
PENSION FUND UNFUNDED LIABILITY RESOLUTION**

INTRODUCTION

The purpose of this resolution is to establish the funding objectives of Pacific View Charter School as it relates to pension unfunded liabilities. Pacific View Charter School contributes mandatory percentages of qualified employees' salaries to CalSTRS and CalPERS through San Diego County Office of Education payroll system on a monthly basis. Qualified employees contribute mandatory percentages of their salary through San Diego County Office of Education payroll system on a monthly basis as well. San Diego County Office of Education remits these payments to CalSTRS and CalPERS. Funds are held by CalSTRS and CalPERS and invested for current and future retirement benefits on behalf of Pacific View Charter School.

Pacific View Charter School's unfunded liability projections are attached and represent the current impact of future years of CalSTRS and CalPERS retirement benefits. Unfunded Liabilities are best described as the difference between assets held currently and the estimated future cost of pension earned by Pacific View Charter School employees.

The attached resolution is representative of the fact that Pacific View Charter School Administration and Governing Board choose to address the unfunded liability in advance, demonstrating fiscal responsibility to current, future and retired employees.

2018-2019 RESOLUTION Number 1

Pacific View Charter School

On motion of Member _____, Seconded by Member _____, the following resolution is adopted:

WHEREAS, public and charter schools are authorized to establish restricted reserves, in this case to be known as the Pacific View Charter School Unfunded Pension Reserves; and

WHEREAS, bond rating agencies encourage pension funding reserves to improve the management of unfunded pension liabilities; and

WHEREAS, the adoption of such reserves will contribute to the improved financial management of the Charter's unfunded pension liabilities; and

WHEREAS, such reserves provide separate accounting for resources to be set aside to offset unfunded pension reserves for CalSTRS and CalPERS; and

WHEREAS, such resources benefit individual employee's retirement benefits; and enable the Charter to prepare in advance for future retirement benefit costs; and

WHEREAS, the School has committed to setting assets aside for unfunded pension liability in the SB740 report filed in February 2017, and

WHEREAS, the established minimum reserve contribution per year shall be \$100,000 (One Hundred Thousand Dollars and No/100) or 3% of fiscal year end reserves, whichever is greater, and

WHEREAS, the School's full intent is to hold these unfunded liability reserves until required to meet the future obligations to retirees' pension funds as related to CalSTRS and CalPERS.

THEREFORE, BE IT RESOLVED that the Governing Board hereby authorizes the Pacific View Charter School to establish a reserve account known as the Pacific View Charter School Unfunded Pension Reserves.

PASSED AND ADOPTED by the Governing Board on

- AYES:
- NOES:
- ABSENT:

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

I, Gina Campbell, Clerk/Secretary of the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Clerk/Secretary of the Governing Board

9.1

Pacific View Charter School

Curriculum and Instruction

Policy #11

Foreign Transcripts

~~A maximum of 80 credits (8 courses x 10 credits) will be allotted for students entering from other countries.~~ **The following guidelines will apply when students enroll with foreign transcripts. Transcripts must be official and translated if necessary.** Transcript evaluation will include the following:

- English credited as a second language.
- ~~Spanish credited as an elective.~~ **Home language credited as English.**
- Chemistry/Physics credited as physical science
- ~~Math is elective unless subject is specified (ie Geometry = Geometry, but Math = Elective)~~ **Math courses are credited as math credit, but do not fulfil Algebra requirement unless the course explicitly states Algebra or Math 1.**
- Art is credited as Fine Art
- Technology, History, Philosophy are elective

Common class names seen on Mexican transcripts:

Español

Segunda Lengua: Inglés

Matemáticas

Ciencias (énfasis en química)

Formación cívica y ética

Educación Física

Artes

Board Adopted: 6/27/16

Amended: