

SANTA CRUZ CITY SCHOOLS DISTRICT
 MEETING OF THE BOARD OF EDUCATION
 FOR THE ELEMENTARY
 AND SECONDARY DISTRICTS
 WEDNESDAY, SEPTEMBER 27, 2023
 OPEN SESSION BEGINS AT 6:00 P.M.
 ZOOM REMOTE BOARD MEETING

POSTED
 DATE:
 LOCATION:
 TIME:
 EMPLOYEE:

**COMMUNITY MEMBERS CAN PARTICIPATE REMOTELY VIA ZOOM OR
 IN PERSON AT THE COUNTY OFFICE OF EDUCATION, BOARD ROOM
 400 ENCINAL STREET, SANTA CRUZ, CA.
 MASKS ARE STRONGLY ENGOURAGED**
[Click on this link to join meeting.](#)

Meeting ID: 825 4714 1547
 Meeting Password: SCCS

AGENDA

Item	Purpose / Support
Agenda	
1. Convene Open Session	6:00 p.m.
1.1	Welcome
1.2	Roll Call
1.3	AB 2449 Remote Attendance
1.4	Pledge of Allegiance
1.5	Agenda changes, additions, deletions, or announcements
2. Public Comments	<i>For presentations of matters not on the Agenda. 3 minutes for individuals; 15 minutes per subject.</i>
	Note to Members of the Public: Thank you for taking the time to attend this meeting. Santa Cruz City School Board Members appreciate your presence and your comments regarding items not on the agenda are valued. Per Santa Cruz City Schools Board Bylaw protocols, Trustees will not comment on Public Comments during this time.
3. General Public Business	
3.1 Items to be Transacted and/or Discussed	
3.1.1	Study Session: Bond
	The Board will discuss: <ul style="list-style-type: none"> • Facilities Master Plan • A & B Status Update • Educator Housing Update • Phasing Proposal for Measures K & L
3.2 Consent Agenda: Non-Contract Items and Items to be Received: These matters may be passed by one roll call motion.	<i>None.</i>
3.3 Consent Agenda: General Contracts & Agreements	

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	Item	Purpose / Support
3.3.1	Educational Services	<i>None.</i>
3.3.2	Business Services	
3.3.2.1	PSR Electric: Proposal: Delaveaga Elementary School Relocatable Classroom Power Supply	
3.3.2.2	Facility Use Agreement: Santa Cruz City Schools and Watsonville/Aptos/Santa Cruz Adult Education	
3.3.3	Human Resources	<i>None.</i>
3.3.4	Governance/Superintendent	<i>None.</i>
3.4	Consent Agenda: Bond Projects, Contracts, Agreements, Proposals, Bids & Change Orders	
3.4.1	Carroll Engineering, Inc.: Proposal: Topographic Survey Harbor High School Softball Field Improvements	
3.4.2	Polar Leasing Company, Inc.: Proposal: DeLaveaga Elementary School Temporary Cold Storage Unit Lease	
3.4.3	PSR Electric: Proposal: DeLaveaga Elementary School Electrical for Temporary Cold Storage Unit	
4.	Adjournment	

The board book for this meeting, including this agenda and back-up materials, may be viewed or downloaded online: http://sccs.net/board_of_education or may be viewed at the District Office, 133 Mission St. Ste. 100, Santa Cruz, CA 95060.

Public Participation:

All persons are encouraged to attend and, when appropriate, to participate in meetings of the Santa Cruz City Schools Board of Education. If you wish to speak to an item on the agenda, please be present at the beginning of the meeting as any item, upon motion, may be moved to the beginning of the agenda. Consideration of all matters is conducted in open session except those relating to litigation, personnel and employee negotiations, which, by law, may be considered in closed session.

Translation Requests:

Spanish language translation is available on an as-needed basis. Please make advance arrangements with Wednesday Manners by telephone at (831) 429-3410 extension 48220.

Las Solicitudes de Traducción:

Traducciones del inglés al español y del español al inglés están disponibles en las sesiones de la mesa directiva. Por favor haga arreglos por anticipado con Wednesday Manners por teléfono al número (831) 429-3410 x48220.

Board Meeting Information

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1. The Regular Board Meeting on October 11, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
2. The Regular Board Meeting on October 25, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
3. The Regular Board Meeting on November 8, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
4. The Study Session on December 6, 2023, 6:00 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
5. The Regular Board Meeting on December 13, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
6. The Regular Board Meeting on January 17, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
7. The Study Session on January 31, 2024, 6:00 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
8. The Regular Board Meeting on February 14, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
9. The Regular Board Meeting on February 28, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
10. The Regular Board Meeting on March 13, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
11. The Regular Board Meeting on March 27, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
12. The Regular Board Meeting on April 10, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
13. The Study Session Meeting on April 24, 2024, 6:00 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
14. The Regular Board Meeting on May 15, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
15. The Study Session on May 22, 2024, 6:00 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
16. The Regular Board Meeting on May 29, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
17. The Regular Board Meeting on June 12, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.

Bond Study Session

September 27, 2023



Facilities Master Plan - Our Compass

2016

- Series of public meetings resulted in a PDF document listing site specifics & community priorities

2022

- Series of site meetings, PTA/Booster meetings, open public meetings & online forms resulted in an interactive



Thank
You!

A & B



FOR REPAIRING OUR SCHOOLS!



A&B Update *Celebrations*

- **Harbor, Soquel High & Mission Hill Fields** and tracks
- **New Music Classroom** at Branciforte Middle School
- **New DeLaveaga parking lot**
- **Replacement** of wood chips with New rubber surface at Bay View
- **ADA INCLUSIVE play structures** at **Gault & Branciforte Small Schools** with rubber surface fall zones
- **Street Presence Beautification** at Branciforte Middle and Mission Hill Middle School
- **Santa Cruz Gym Modernization**
- **New Roofing**





A&B Update *Celebrations*

- Replaced old drinking water pipes where needed
- New Main Electrical Services at 7 sites
- New Technology Infrastructure District wide
- Safety Upgrades
- Classroom Modernizations on all sites that include -- New Technology Infrastructure
- Updated Science Labs at Soquel High
- Modernized Libraries at Soquel High, Bay View and Delaveaga
- Replacement of Portables with New classrooms at Bay View, Branciforte Small Schools, AFE and DeLaveaga
- Replaced about 50% of all the roofing in the District
- New ventilation systems for newly modernized classrooms for better and cleaner learning environments



A&B What is still in progress?

- **SCHS** *C&D Building* **Complete Remodel**
- **Mission Hill** *Main Building* **“Envelope” Project**
- **BSSC** *Elevator*
- **Gault** *New Classroom Building*
- **Harbor High** *Kitchen & Food Service* **Addition**
- **Harbor High** *Gym* **Modernization**
- **Soquel High** *Gym* **Modernization**
- **District-Wide** *Keyless Entry Locks*



A&B Site Funds

School Site	Allocated	Spent <i>or</i> Committed	Remaining
Bay View Elementary	\$ 13,246,314.59	\$ 13,192,520.80	&53,795
DeLaveaga Elementary	\$ 15,120,906.95	\$ 14,923,683.08	\$197,223
Gault Elementary	\$ 9,894,761.21	\$ 10,118,750.74	-\$223,989
Westlake Elementary	\$ 14,379,980.95	\$ 5,813,100.38	\$8,566,880
Branciforte Middle	\$ 17,659,359.46	\$ 10,059,419.67	\$7,599,940
Mission Hill Middle	\$ 18,373,237.26	\$ 14,110,927.34	\$4,262,310
Harbor High	\$ 29,686,770.08	\$ 29,195,533.48	\$491,237
Santa Cruz High	\$ 33,419,730.75	\$ 25,921,239.04	\$7,498,491
Soquel High	\$36,302,533.05	\$36,152,176.95	\$150,357
Branciforte Small Schools	\$ 9,205,040.97	\$ 8,134,165.91	\$1,070,875



Thank
you

K&L



FOR REPAIRING OUR SCHOOLS



2022 Master Plan Focus Areas

Measures K&L were put on the ballot specifically to:

- **Continue ongoing modernization of classrooms** to support high quality instruction in **reading, writing, math, science, arts & technology**
- **Repair and replace aging roofs, plumbing, heating, ventilation & electrical systems**
- **Remove hazardous materials** like **asbestos, lead pipes & lead paint** from older school sites
- **Reduce our schools' environmental impact** & save money by funding installation of **solar panels** & other **energy & water conservation** projects
- **Construct affordable rental housing** to attract & retain highly qualified teachers & essential staff



Realistic Bond Cadence

The Golden Gate Bridge is *almost always being repainted.*

- **Going almost 20 years was way too long** & left us with too much to do
 - o Estimated need was **\$350 million**; Bond was for **\$208 million**
- We went 19, then we went 6, **next is likely 10**
- We're here to **spend a decade**

The “new” B40 Field is almost 15 years old
The Soquel Field is almost 10



Educator Housing Update



September 27, 2023

Thinking forward for
schools and
communities.



DS&C

SANTA CRUZ CITY SCHOOLS
WORKFORCE HOUSING FINANCING

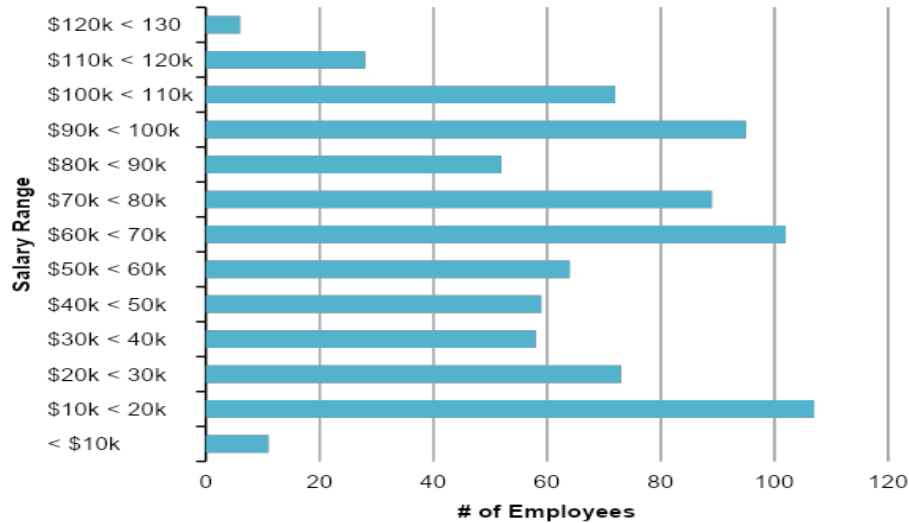


548 Market Street, Suite 44410 | San Francisco, CA 94104 | 415.956.1030 | www.dalescott.com

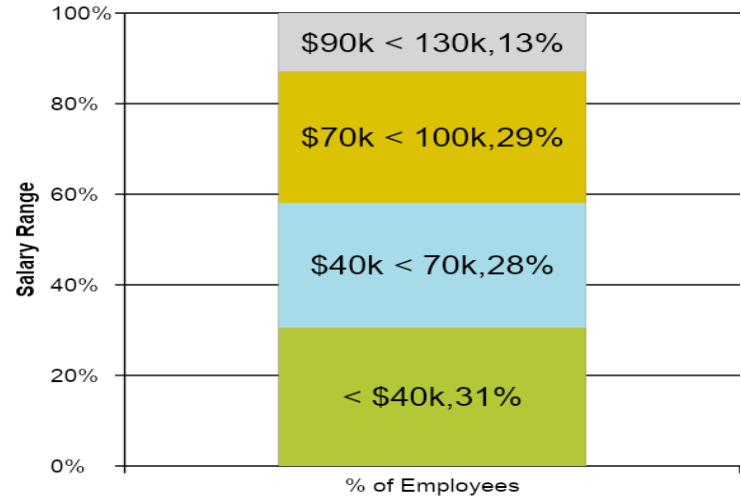
Employee Salary Data

CERTIFICATED AND CLASSIFIED EMPLOYEE ANNUAL SALARY RANGES

SCCS Employee Salaries (Sept. 2023)



SCCS Employee Salaries (Sept. 2023)



Workforce Housing Affordability

30% OF INCOME TO HOUSING COSTS CONSIDERED AFFORDABLE

Potential Rent Levels				
Unit Type	Est. Market Rent*	Rent @ 50% of Market (30% Rent to Income)	Rent @ 55% of Market (30% Rent to Income)	Rent @ 60% of Market (30% Rent to Income)
Studio	\$2,600	\$1,300 (\$52,000)	\$1,430 (\$57,200)	\$1,560 (\$62,400)
1 Bedroom	\$3,200	\$1,600 (\$64,000)	\$1,760 (\$70,400)	\$1,920 (\$76,800)
2 Bedroom	\$4,200	\$2,100 (\$84,000)	\$2,310 (\$92,400)	\$2,520 (\$100,800)
3 bedroom	\$4,900	\$2,450 (\$98,000)	\$2,695(\$107,800)	\$2,940 (\$117,600)

* Estimates based on rentals available from Apartments.com on Sep. 13, 2023

SCCS Workforce Housing Assumptions

KEY PROJECT ASSUMPTIONS

Estimated Unit Mix	
Studio	5
1 Bedroom	35
2 Bedroom	35
3 Bedroom	5
Total	80

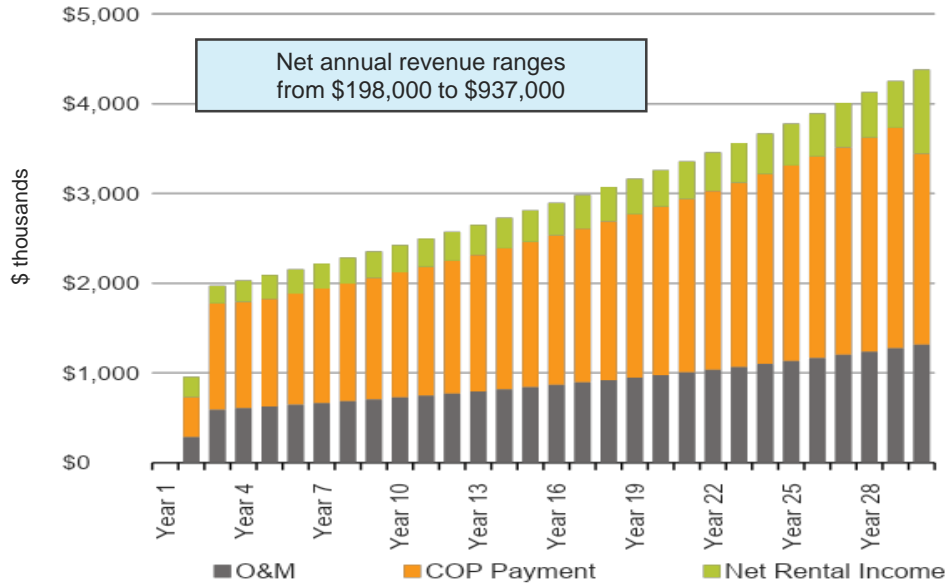
Operating Assumptions	
Occupancy	95%
Rent & Cost Escalation	3.0%
Operations, Management & Reserves	30% of gross rent

Construction Cost Estimates	
Units	80
Low Estimate (\$650,000 per unit)	\$52 million
High Estimate (\$750,000 per unit)	\$60 million

GO Bonds & COP Financing Example

COP WITH RENTAL INCOME NET OF O&M EQUAL TO 120% OF ANNUAL COP PAYMENT

Teacher-Staff Housing Cash Flow



Housing		
Unit Type	# of Units	Est. Rent
Studio	5	\$1,430
1 Bedroom	35	\$1,760
2 Bedroom	35	\$2,310
3 Bedroom	5	\$2,695
Total	80	
% of Market Rent Target		55%
COP Term		30 Years
Capitalized Interest		18 Months
Avg. Interest Rate*		4.60%
Total Project Cost		\$60,000,000
COP Amount		\$22,700,000
GO Bond Amount		\$37,300,000

Teacher-Staff Housing 30 Year Cashflow	
Total gross rent	\$84,000,000
COP repayment	(\$48,000,000)
O&M/management	(\$25,200,000)
Surplus/loss	\$10,800,000

* Based on estimated market rates as of Sep. 12, 2023

Potential COP Financing Amounts

COP AMOUNT DEPENDENT ON AVAILABLE RENTAL INCOME AND INTEREST RATES

Potential COP Project Fund Contribution			
Est. Coverage Ratio (Rental Income / COP Payment)	Rent @ 50% of Market	Rent @ 55% of Market	Rent @ 60% of Market
110%	\$22,700,000	\$25,000,000	\$27,200,000
120%	\$20,600,000	\$22,700,000	\$24,800,000
150%	\$16,200,000	\$17,900,000	\$19,500,000

* Based on estimated market rates as of Sep. 12, 2023

Recommendation

- Educator Housing initially funded 100% through Bond
- Issue a Certificate of Participation (COP) for a portion of housing costs after project completion
 - Allows District to determine desired rental rates
 - Reduces interest costs
 - Maximizes taxpayer resources
- COP funds Bond projects identified in Facilities Master Plan



Recommendation:

Phased Approach for K&L

A Phased approach means completing modernizations, site-by-site, rather than pre-apportioning money to each.



Phasing vs ADA Allocation

- The value of **Comprehensive Modernization**
- Partial Projects create **significant logistical problems**:
 - New systems & old systems working together can = **months of troubleshooting**
 - Often only delay full replacement (always **more expensive tomorrow than today**)
- Partial Projects create **Have's & Have Nots** *on one campus!*
 - Ex: Bay View, DeLaveaga & Soquel
- *Every year, Things happen*



Proposed Phase I 2023-2027

- Educator Housing Project
- Branciforte Middle Classroom Modernization (A & K)
- Westlake Elementary Classroom Modernization & new classroom building (B & L)
- Mission Hill New Building (A & K)
- Santa Cruz High Main Building HVAC Modernization (A & K)
- Soquel High Culinary Arts Classrooms, Performing Arts Center



Proposed Phase II* 2025-2028

- Bay View **Completion**
- DeLaveaga **Completion**
- Gault **Modernization**
- Mission Hill **Modernization**
- Harbor High **Modernization**
- Santa Cruz High **Modernization**
- Soquel **Completion**

**one thing we know - the landscape will change*



Recommend **Annual Bond Study Session**

- **Provide Update** on Work
- **Review Phasing**
- **Approve Next Steps**



Thank You & Questions

September 27 2023



SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: PSR Electric Proposal for DeLaveaga Elementary School
Relocatable Classroom Power Supply

MEETING DATE: September 27, 2023

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve PSR Electric proposal for DeLaveaga Elementary School relocatable classroom power supply.

BACKGROUND:

This proposal consists of labor and materials to disconnect existing power to two portable classrooms adjacent to the new portable and connect those classrooms to the new power supply at the new relocatable classroom at DeLaveaga Elementary School. This new portable was installed to accommodate the expansion of Transitional Kindergarten (TK) and the Expanded Learning Opportunity Program (ELO-P). This will put the two older existing portable buildings on the new permanent power supply providing a better balance of the site power.

Architect	\$43,800.00 (approved & budgeted)
Modular Building	\$113,226.00 (approved & budgeted)
Site Work	\$119,101.00 (approved & budgeted)
In-Plant Inspector	\$4,000.00 (approved & budgeted)
DSA Inspector of Record	\$ 13,650.00 (approved & budgeted)
Geotechnical Inspections & Testing	\$10,030.54 (approved & budgeted)
Electrical	\$ 55,166.00 (approved & budgeted)
Low Voltage Connections	\$27,850.00 (approved & budgeted)
Portable Classroom Power Supply	\$10,288.00 (this agenda item)
Low Voltage Wire Mold Drops	\$1,750.00 (estimated)
Additional Site Utility Work	\$104,575.00 (estimated)
Estimated Total	\$503,436.54

FISCAL IMPACT:

\$10,288.00 Developer Fees (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social-emotional well-being of all students.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

Prepared by Trevor Miller, Director, Facility Services

PROPOSAL

PSR Electric, Electrical Contractor

Certified General Journeyman Electricians

Bonded and Insured

License number: 880548

PUBLIC WORKS CONTRACTORS REGISTRATION

#1000010224

"PROMPT SERVICE THAT'S RELIABLE"

3011 OLD SAN JOSE RD, SOQUEL CA 95073

Phone: 831-345-3914 Fax: 831-479-9034

E-mail: psr9122@icloud.com



JOB: DLV PORTABLES (2)

DATE: 09/01/2023

PROVIDE AND INSTALL LABOR AND MATERIALS FOR :
DISCONNECT EXISTING POWER TO 2 PORTABLES FROM
DISTRIBUTION PANEL AT PARKING LOT
REMOVE ASSOCIATED WIRES
CONNECT POWER 2 PORTABLES FROM NEW PANELBOARD AT NEW
PORTABLE LOCATION
INCLUDES ALL CONDUIT, WIRES, BREAKERS

TOTAL INVOICE \$10,288.00

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Facility Use Agreement Between Santa Cruz City Schools and Watsonville/Aptos/Santa Cruz Adult Education regarding Santa Cruz High School Ceramics Room

MEETING DATE: September 27, 2023

FROM: Jim Monreal, Assistant Superintendent of Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the Facility Use Agreement Between Santa Cruz City Schools and Watsonville/Aptos/Santa Cruz Adult Education regarding the use of Santa Cruz High School Ceramics Room.

BACKGROUND:

Watsonville/Aptos/Santa Cruz Adult Education wishes to use the Ceramics Room in the evenings for the purpose of offering beginning and intermediate ceramics classes two evenings a week when Santa Cruz City Schools regular classes are not in session.

FISCAL IMPACT:

Local Revenue—\$25/day per use

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

AGENDA ITEM: 3.3.2.2

FACILITY USE AGREEMENT
FOR USE OF
SANTA CRUZ HIGH SCHOOL CERAMICS ROOM

This Facility Use Agreement for Use of Santa Cruz High School Ceramics Room ("Agreement") is entered into as of July 1, 2023 ("Effective Date") by and between Santa Cruz City Schools ("District") and Watsonville/Aptos/Santa Cruz Adult Education ("WASCAE") The District and WASCAE may be referred to individually as "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, the District owns and operates that certain real property located at 415 Walnut Avenue, California 95060, known as Santa Cruz High School ("School Site"); and

B. WHEREAS, WASCAE provides adult students in Santa Cruz County with opportunities to acquire academic, career, and technical skills that help to prepare them for lifelong learning and success in the changing workplace; and

C. WHEREAS, WASCAE desires to utilize Room 36, known as the Ceramics Room at the School Site for the purpose of offering Beginning and Intermediate Ceramics classes two (2) evenings a week, when school is not in session and the Ceramics Room is not otherwise in use by the District; and

D. WHEREAS, the District, in acknowledging the importance of the opportunities made available to students in Santa Cruz County through WASCAE, is willing to allow WASCAE to use the Ceramics Room for the purposes of offering Beginning and Intermediate Ceramics classes under the terms and conditions set forth herein.

E. NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein, the Parties agree as follows:

AGREEMENT

1. **Term.** The term of this Agreement shall be one (1) year, commencing on the Effective Date and ending on July 1, 2024, unless earlier terminated as provided in this Agreement ("Term"). This Agreement may be renewed for up to two additional (one) year terms (each a "Renewal Term") upon mutual written agreement of the Parties.
2. **Permitted Use.** WASCAE shall be permitted to use the Ceramics Room for the purpose of offering Beginning and Intermediate Ceramics classes ("Ceramics Classes") pursuant to the terms and conditions in this Agreement. No other uses shall be permitted without the prior written consent of the District.
3. **Daily Use Fee.** For use of the Ceramics Room pursuant to this Agreement, WASCAE shall pay the District a daily use fee in the amount of \$25.00 as reimbursement for daily cleaning and custodial services ("Daily Use Fee"). The Daily Use Fee shall be due and payable as mutually agreed by the Parties. In order to facilitate billing for Daily Use Fees, WASCAE will provide the District with a list of class dates for each of its Ceramics Classes within three (3)

business days of execution of this Agreement. The Daily Use Fee shall not be increased during the Term of this Agreement, but the District reserves the right to increase the Daily Use Fee at the commencement of any Renewal Term or in any future agreement for use of the Ceramics Room.

4. Hours of Use. WASCAE may use the Ceramics Room for its Ceramics Classes between the hours of 5:00 p.m. and 9:30 p.m. two (2) evenings per week pursuant to a schedule agreed to in writing by the Parties prior to the beginning of each WASCAE class session during the Term of the Agreement.
5. "As Is" Condition. WASCAE understands and agrees that the Ceramics Room is provided to WASCAE for use in an "as is" condition and that the District shall not be required to make or construct any alterations, additions, or improvements to the Ceramics Room for WASCAE's Ceramics Classes.
6. Compliance with Law & Public Health Orders. At all times while using the Ceramics Room pursuant to this Agreement, WASCAE shall comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases ("Law").
7. Limitations on Use.
 - a. WASCAE shall not use, permit, or allow the Ceramics Room or any portion of the School Site to be used, occupied, or improved under this Agreement in any manner or for any purpose that is in any way in violation of any Law.
 - b. WASCAE will not permit the possession or consumption of alcohol or the use of tobacco products by its employees, volunteers, licensees, invitees, and students in the Ceramics Room or on the School Site.
 - c. Parking of cars by WASCAE employees, volunteers, licensees, invitees, and students shall be off-campus or confined to those on-campus parking areas as may be designated by the School Site Principal or designee.
8. Maintenance and Repair; Daily Upkeep.
 - a. The District shall be responsible for all maintenance and repair for the Ceramics Room. Needed maintenance or repairs should be reported to the School Site Principal or designee.
 - b. At the end of each day of use, WASCAE shall be responsible for leaving the Ceramics Room in a safe, clean, and hygienic condition, which shall include, at a minimum, wiping and sanitizing all counters and surfaces, sweeping floors, and ensuring that all rubbish is placed in trash containers and/or dumpsters.
9. Administration & Operation. WASCAE shall be solely responsible for the administration and operation of its Ceramics Classes and for all costs or

expenses related thereto.

10. Security of Ceramics Room and School Site. WASCAE shall be responsible for securing and locking the Ceramics Room and School Site at the end of each day of use as may be directed by the School Site Principal or designee. WASCAE shall not change any locks or make additional copies of keys without the prior written consent of the District. All keys shall be returned to the District at the termination or expiration of this Agreement.
11. Right of Entry and Inspection. The District and its officers, agents, and employees shall have the right to enter the Ceramics Room at any reasonable time for the purpose of inspecting the same.
12. District Operations. WASCAE will ensure that its Ceramics Classes do not disturb or disrupt the District's operations at the School Site.
13. Equipment & Supplies. WASCAE may utilize the School Site's kilns, wheels, and other equipment, but shall be responsible for supplying clay, glazes, and other supplies as may be necessary for the operation its Ceramics Classes. The School Site Principal or designee may designate, in writing, specific Ceramics Room equipment that are not available for use by WASCAE.
14. Damaged or Lost Equipment. WASCAE shall be responsible for reimbursing the District the full replacement cost of any School Site equipment damaged or lost during its use of the Ceramics Room.
15. Termination. Either Party may terminate this Agreement with One Hundred and Eighty (180) days' notice to the other Party.
16. Insurance. Without limiting WASCAE's indemnification obligations as set forth in this Agreement, the WASCAE shall maintain in force during the term of this Agreement and any renewals or extensions thereof the following insurance coverages or shall self-insure in the following amounts:
 - a. Replacement fire insurance for the Ceramics Room and School Site.
 - b. A comprehensive general liability policy and automobile policy using an occurrence policy form, with combined single limits of \$3,000,000.00, or \$1,000,000.00 per person and \$1,000,000.00 per accident, with no aggregate limit. Such policy shall specifically state: "Coverage does not contain limitations of coverage or exclusions for molestation, sexual abuse, child abuse, or child endangerment."

The District shall be named as an additional insured on the above policies by endorsements. The policies shall provide that they are primary such that insurance maintained by the District, if any, shall be excess and not co-primary.

17. Indemnification. WASCAE shall defend, indemnify, and hold harmless the District, its officers, agents, Board of Education, and members of the Board of Education, from and against any and all loss, damage, cause of action, claims or suits for damages caused by or arising out of, or in any way connected to WASCAE's performance of this Agreement or use of the Ceramics Room, except where the

foregoing is the proximate result of the District's negligence. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this Section. This indemnification provision shall survive the expiration or termination of the Agreement.

18. Notices. All notices required to be given between the Parties shall be in writing and transmitted by any of the following methods: (1) facsimile (fax) with proof of transmission; (2) overnight mail with proof of delivery; (3) email provided receipt is acknowledged; (4) personal delivery; (5) certified mail, return receipt requested; or (6) by regular mail placed in the United States Mail, postage prepaid, as follows:

To District:

Attn: Jim Monreal, Assistant Superintendent of Business Services
Santa Cruz City Schools
133 Mission Street, Suite 100
Santa Cruz, CA 95060
Email: jmonreal@sccs.net
Fax: 831-429-3439

To WASCAE

Attn: Eric Saavedra, Assistant Director
Watsonville/Aptos/Santa Cruz Adult Education
294 Green Valley Road
Watsonville, CA 95076
Email: eric_saavedra@pvusd.net
Fax: 831-722-2749

19. Miscellaneous Provisions.

- a. Assignment. Neither Party shall assign or transfer any of its obligations, rights, or duties under this Agreement.
- b. Governing Law/Venue. This Agreement shall be governed by and interpreted under the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for Santa Cruz County, subject to any transfer of venue as required by law.
- c. Amendment. This Agreement may be modified or superseded only by written instrument executed by duly authorized representatives of each of the Parties.
- d. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together shall be deemed a fully executed Agreement. Signatures transmitted by facsimile shall be deemed original signatures.
- e. Signature Authority. Each Party has full power and authority to enter into and perform this Agreement, and that the person signing this Agreement on behalf of each Party has been properly authorized and empowered to

enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

SANTA CRUZ CITY SCHOOLS WATSONVILLE/APTOS/SANTA CRUZ ADULT EDUCATION

By: _____ By: _____
Name: Kris Munro Name: Dr. Nancy Bilicich
Title: Superintendent Title: Director

Date: _____ Date: _____

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Carroll Engineering, Inc. Proposal for Topographic Survey for Harbor High School Softball Field Improvements

MEETING DATE: September 27, 2023

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve Carroll Engineering, Inc. proposal for topographic survey for Harbor High School softball field improvements.

BACKGROUND:

This proposal consists of consultant services to provide a detailed ground topography survey for the Harbor High School softball field. This survey will support architectural drawings for drainage and Americans with Disabilities Act pathways. This is the first of several items related to improvements on all of the high school softball fields.

FISCAL IMPACT:

\$7,250.00 Measure A Funds (Restricted), representing 0.02% of the overall site budget
\$29,760,487.53 is the total Bond Allocation to Harbor High School

This work is in direct support of the following District goals and their corresponding metrics:

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social-emotional well-being of all students.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

Prepared by Trevor Miller, Director, Facility Services

CARROLL ENGINEERING, INC.

AGREEMENT FOR ENGINEERING SERVICES

Date: August 25, 2023

This Agreement, by and between:

SANTA CRUZ CITY SCHOOLS
133 Mission Street Suite 100
Santa Cruz, CA 95060
(831) 429-3410 |
c/o David Peartree david@peartreebelli.com

herein referred to as CLIENT, and

CARROLL ENGINEERING, INC.
Engineers & Surveyors
1101 So. Winchester Blvd., Suite #H-184
San Jose, CA 95128-3903
408-261-9800 / FAX: 408-261-0595

herein referred to as CONSULTANT, is for Professional Services in connection with the project described as follows:

- I. PROJECT:
Harbor High School, 300 La Fonda Ave, Santa Cruz, CA – Field Improvements Project
- II. SCOPE OF SERVICES:
Ground Topographic Survey:
CONSULTANT will provide a detailed ground topographic survey of the subject site as shown on attached Exhibit “A” and will include the following items:
- 1) Spot elevations across the site at an approximate 50 foot grid and at all grade breaks.
 - 2) Surface visible utilities.
 - 3) Invert and flow line data for existing storm and sanitary sewers including direction of lines. If confirmable from field observation, storm and sanitary lines will be shown connected to their respective utility structure.
 - 4) Contours provided at 1 foot intervals.
 - 5) Existing structures.
 - 6) Existing fences, walls and light standards.
 - 7) Trees over 6” in diameter.
 - 8) Pavement, curbs, gutters, sidewalks and fences.

Underground Utility Survey:

Underground utility survey is included for the area as shown on the attached Exhibit "A". CONSULTANT will prepare an "As Built" underground survey for the highlighted areas on the project site. The Utility Survey is to include all underground utilities and visible references to underground features as marked by underground locating firm that can reasonably be found.

CONSULTANT will add the utilities as located by underground locating firm to the architectural site plan. The Underground Utility Survey will include the following information, as needed:

- (a) Rim and invert locations.
- (b) Locations of on-site Sanitary Sewer lines.
- (c) Locations and sizes of on-site Storm Drainage lines.
- (d) Locations of on-site Gas Piping.
- (e) Locations of on-site Water Lines.
- (f) Locations of site electrical conduits.
- (g) Valves, overhead utility lines, pumps, manholes, transformers, etc.

Utility lines to be shown on the drawings prepared under this Agreement are derived from record data, reference to visible surface facilities, and/or surface markings made by underground locating companies using electronic utility marking devices. While CONSULTANT and its sub consultants shall endeavor to provide complete surveys, such surveys are subject to limitations as to utilities detected and some line structures cannot be detected. Locations, depths and sizes shown are approximations only. No potholing or other excavation for verification is included under this Agreement.

CONSULTANT can assume no responsibility for the completeness or accuracy of its delineation of such underground utilities, or for the existence of other buried objects or utilities, which may be encountered, but are not shown on these drawings.

Actual location and size, together with the presence of any additional utility lines shall be the responsibility of the contractor to verify prior to construction.

III. COMPENSATION:

CLIENT shall pay CONSULTANT the following fees for the Professional Services performed under II above:

A. Basic Services:

- 1. Topographic Survey..... \$ 6,000.00
- 2. Underground Utility Survey \$ 1,250.00
- TOTAL FEE \$ 7,250.00

B. Additional Services:

- 1. In the event that extra work is needed, and upon written authorization from CLIENT, the following hourly rates for CONSULTANT shall be used:
 - a. Principal Engineer.....\$257.00/hr.
 - b. Principal Surveyor\$236.00/hr.
 - c. Associate Engineer.....\$215.00/hr.
 - d. Project Engineer.....\$189.00/hr.
 - e. Assistant Engineer.....\$163.00/hr.

- f. Survey Assistant (Office)\$163.00/hr.
- g. CAD Operator/Drafter\$139.00/hr.
- h. Administrative/Clerical.....\$ 89.00/hr.
- i. Field Surveys\$278.00/hr.

- 2. Reimbursable expenses shall be paid as follows:
 - a. Authorized miscellaneous expenses..... Cost+ 10%
 - b. Mileage Federal Standard Rate

C. Method of Payment:

Progress billings for all items of service will be made monthly based upon the percentage of work completed to date. The total fee indicated for each item of service will be billed upon completion of work in that category. Additional services will be billed monthly.

Payment of invoices are due upon receipt. Payments not received within thirty (30) days of the invoice date shall result in a suspension of further work on the project until all amounts are received and the account is current. Interest at the rate of 1-1/2% per month (18% per annum) shall be applied to all amounts due after 30 days of the invoice date.

IV. ASSUMPTIONS AND CONDITIONS:

The description of work and associated fees outlined in this Agreement take into consideration the following assumptions and conditions:

- 1) Any required environmental documents, mitigations or identification of same are specifically excluded.
- 2) Design services are excluded.
- 3) Geotechnical investigation is excluded
- 4) Title Report is excluded.
- 5) Setting of property corners, or filing of a Record of Survey or Corner Record is excluded.
- 6) All fees listed are valid for 90 days from the date on page 1.

V. OWNER'S RESPONSIBILITIES:

See Paragraph I

VI. GENERAL:

A. Limitation of Liability:

CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and CONSULTANT'S fees for services. Risks have been allocated such that the CLIENT agrees that to the fullest extent permitted by law, CONSULTANT'S total liability to the owner for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement shall not exceed the total amount of Two Hundred Fifty Thousand Dollars (\$250,000.00). Such causes include, but are not limited, to CONSULTANT'S negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

THEREFORE, the CLIENT agrees to limit CONSULTANT'S professional liability to the owner and to all construction contractors and sub-contractors or to any other company, organization, or individuals whether or not they are performing work on the project, due to any claim or any nature whatsoever arising out of or relating to the performance of professional services under this Agreement, such that the total aggregate liability of CONSULTANT to those named shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00).

B. Indemnity:

CONSULTANT agrees to indemnify and hold CLIENT harmless from liability for damages arising out of the performance of CONSULTANT'S services on this project to the extent that such liability is caused by CONSULTANT'S negligent acts, errors or omissions under this agreement.

CONSULTANT has no obligation to pay for any of the indemnitees defense related cost prior to a final determination of liability or to pay any amount that exceeds the finally determined percentage of liability based upon the comparative fault of CONSULTANT.

The CLIENT, by execution of this Agreement, agrees to indemnify and hold harmless CONSULTANT from any and all claims, losses and liability arising out of the negligent acts of CLIENT in the performance of this Agreement which is found not to have been directly caused by the sole negligence or willful misconduct of CONSULTANT.

C. Reliance upon provided data:

CONSULTANT shall be entitled to rely upon the accuracy and completeness of the plans, services, information and reports furnished by CLIENT.

D. Hazardous Materials:

Except as provided in this Agreement, CONSULTANT and CONSULTANT'S sub-consultants shall have NO responsibility for the presence, discovery, handling, removal or disposal of, or exposure to persons of hazardous materials in any form at the project site or environs, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), fossil fuels or any other toxic substances.

E. Archaeological Findings:

Except as provided in this Agreement, CONSULTANT and CONSULTANT'S sub-consultants shall have NO responsibility for the presence, discovery, handling, removal or disposal of, archaeological finds or artifacts in any form at the project site or environs. .

VII. STANDARD PROVISIONS:

- 1) CLIENT acknowledges CONSULTANT has the right to complete all services agreed to be rendered pursuant to this agreement. In the event this agreement is terminated before the completion of all services, unless CONSULTANT is responsible for such early termination, CLIENT agrees to release CONSULTANT from all liability for services performed. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, CLIENT shall pay CONSULTANT all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. CLIENT acknowledges if the project services are suspended and restarted, there may be additional charges due to suspension of the services which will be agreed upon between CLIENT and CONSULTANT prior to CONSULTANT restarting services.
- 2) In the event of any litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, experts' fees and other related expenses.
- 3) CLIENT agrees that in the event CONSULTANT institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county of Santa Clara, CA.
- 4) Except as provided in subdivisions (b) and (c), in an effort to resolve any conflicts that

arise during the design or construction of the project or following completion of the project, CLIENT and CONSULTANT agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

(b) Subdivision (a) shall not preclude or limit CONSULTANT’S right to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) shall not preclude or limit CONSULTANT’S right to record, perfect or enforce applicable mechanic’s lien or stop notice remedies.

The above is mutually agreed to this 25th day of August, 2023.

CONSULTANT

CLIENT

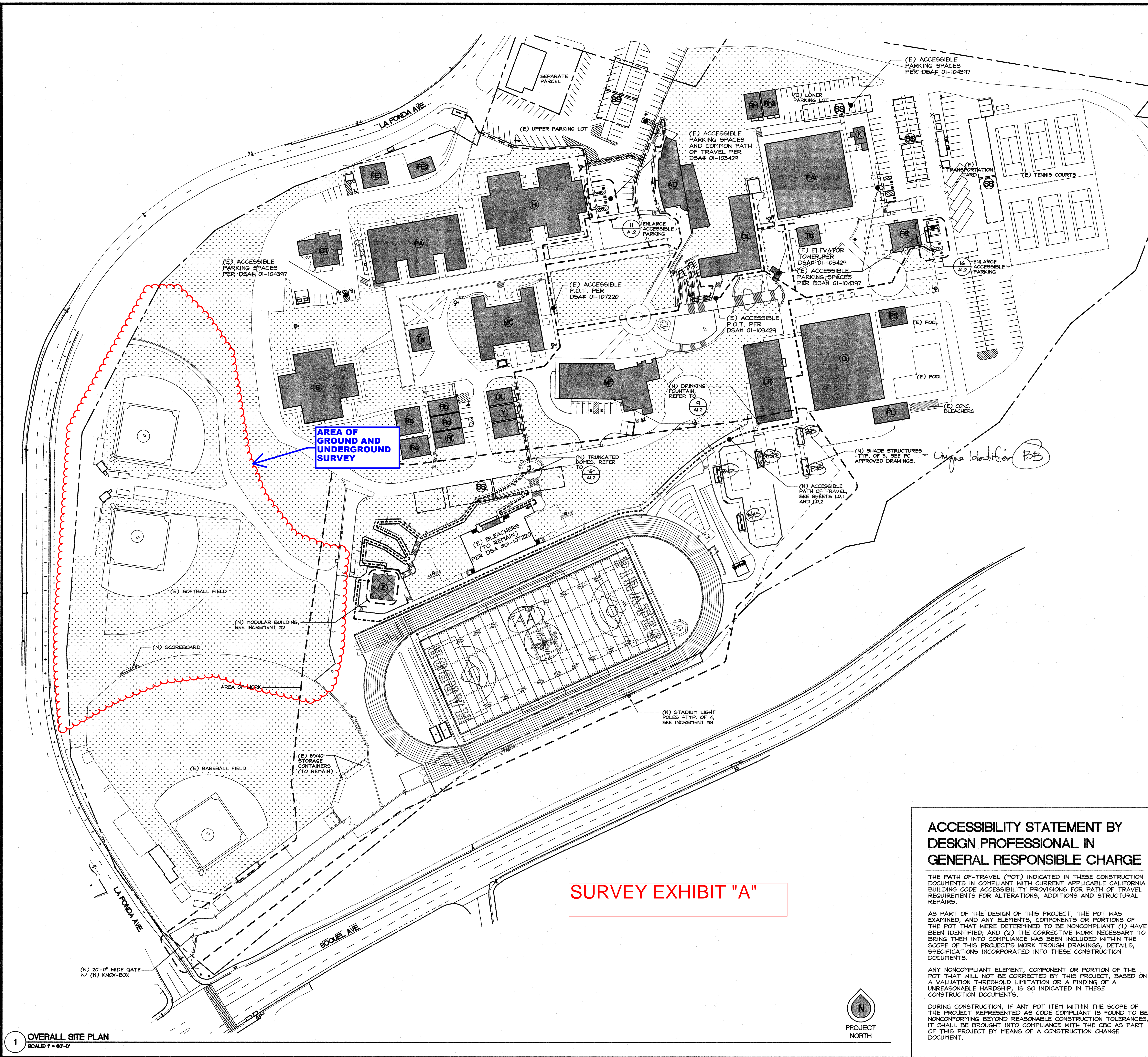
CARROLL ENGINEERING, INC.
Engineers & Surveyors
1101 So. Winchester Blvd., Suite #H-184
San Jose, CA 95128-3903

SANTA CRUZ CITY SCHOOLS
133 Mission Street, Suite 100
Santa Cruz, CA 95060

Robert V. Henry, P.E., QSP/QSD
President
RCE License No. 60443

CEI Project #: _____

Client Project #: _____



LEGEND

- PROPERTY LINE
- AREA OF WORK INCREMENT #1 UNIQUE IDENTIFIER AA
- (E) PATH OF TRAVEL
- (N) ADA PATH OF TRAVEL, SEE L.O.1 AND L.O.2
- (E) FIRE HYDRANT
- (E) BUILDINGS
- (N) MODULAR BUILDING, SEE INCREMENT #2
- (E) TURF AREA
- (E) CONC. OR AC PAVED AREA TO REMAIN - TYP.
- ▨ FIRE ACCESS LANE, REFER TO NOTE #5

- GENERAL NOTES**
- CONTRACTOR TO VERIFY THAT ALL BARRIERS IN THE PATH OF TRAVEL HAVE BEEN REMOVED PER SECTION 1133.7.
 - CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS IN THE FIELD AND SHOULD REPORT IN WRITING TO THE ARCHITECT ANY ALL ITEMS THAT DEVIATE FROM THE DRAWINGS.
 - (N) ON-SITE UTILITY WORK SHOWN IN ELECTRICAL AND PLUMBING DRAWINGS VERIFY ALL EXISTING CONDITIONS IN FIELD. SAWCUT ALL HARD SURFACES PRIOR TO REMOVAL. PATCH AND REPAIR ALL SURFACES TO MATCH (E).
 - THE CONTRACTOR SHALL COORDINATE WITH MODULAR BUILDING MANUFACTURER DRAWINGS AND INSTALLER AS NECESSARY.
 - WHERE GRATINGS OCCUR WITHIN PATH OF TRAVEL, THE GRATE OPENINGS SHALL NOT EXCEED 1/2" IN DIRECTION OF TRAFFIC FLOW (C.B.C. 11337.2).
 - FOR TYPICAL CONCRETE AND EXPANSION JOINTS AT PEDESTRIAN WALKS ONLY REFER TO A1.2 AND LANDSCAPE DRAWINGS.

PATH OF TRAVEL

ACCESSIBLE ROUTE OF TRAVEL AS INDICATED ON PLAN IS A BARRIER-FREE ACCESS ROUTE WITHOUT ANY ABRUPT LEVEL CHANGES EXCEEDING 1/4" IF BEVELED AT 1:2 MAX SLOPE, OR VERTICAL LEVEL CHANGES NOT EXCEEDING 1/4" MAX AND AT LEAST 48" IN WIDTH. SURFACE IS STABLE, FIRM, AND SLIP RESISTANT. CROSS SLOPE DOES NOT EXCEED 1/48 (2%) AND SLOPE IN DIRECTION OF TRAVEL IS LESS THAN 1:20 (5%), UNLESS OTHERWISE INDICATED. ACCESSIBLE ROUTE OF TRAVEL SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO 80" MINIMUM AND PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM WALL AND ABOVE 27" AND LESS THAN 80". ARCHITECT SHALL VERIFY THAT THERE ARE NO BARRIERS IN THE ROUTE OF TRAVEL.

BUILDINGS

ROOM	DESCRIPTION	DSA #
AD	(E) ADMINISTRATION	01-103429
CL	(E) CLASSROOMS	01-103429
MP	(E) MULTI-PURPOSE/KITCHEN	01-103429
H	(E) CLASSROOMS	27106
PA	(E) PRACTICAL ARTS CLASSROOMS	27106
S	(E) SCIENCE CLASSROOMS	27106
MC	(E) LIBRARY	28394
LR	(E) LOCKER ROOMS	27106
G	(E) GYMNASIUM	27106
PL	(E) POOL LOCKER ROOMS/TOILETS	46556
PE	(E) POOL EQUIPMENT	37315
FA	(E) THEATRE, ARTS, CLASSROOMS	27106
KS	(E) KITCHEN, CLASSROOM	28394
TA	(E) TOILETS	28394, 56751
TB	(E) TOILETS	28394
K	(E) CERAMIC SHED	01-107220
CT	(E) WOODSHOP	38830
RE	(E) RELOCATABLE CLASSROOM	60081, 01-104483
RE	(E) RELOCATABLE CLASSROOM	103101, 01-104484
RE	(E) RELOCATABLE CLASSROOM	103101
RE	(E) RELOCATABLE CLASSROOM	44868
RE	(E) RELOCATABLE CLASSROOM	48269
RE	(E) RELOCATABLE CLASSROOM	48269
RE	(E) RELOCATABLE CLASSROOM	56751, 48269
RE	(E) RELOCATABLE CLASSROOM	103101
RE	(E) RELOCATABLE CLASSROOM	103101
X	(E) RELOCATABLE CLASSROOM	01-113232
Y	(E) RELOCATABLE CLASSROOM	01-113232
Z	(N) MODULAR BUILDING (CONCESSION & RESTROOMS)	01-116975
SS	(E) SOLAR STRUCTURES	01-113961

ACCESSIBILITY STATEMENT BY DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

THE PATH OF-TRAVEL (POT) INDICATED IN THESE CONSTRUCTION DOCUMENTS IS COMPLIANT WITH CURRENT APPLICABLE CALIFORNIA BUILDING CODE ACCESSIBILITY PROVISIONS FOR PATH OF TRAVEL REQUIREMENTS FOR ALTERATIONS, ADDITIONS AND STRUCTURAL REPAIRS.

AS PART OF THE DESIGN OF THIS PROJECT, THE POT WAS EXAMINED, AND ANY ELEMENTS, COMPONENTS OR PORTIONS OF THE POT THAT WERE DETERMINED TO BE NONCOMPLIANT (1) HAVE BEEN IDENTIFIED, AND (2) THE CORRECTIVE WORK NECESSARY TO BRING THEM INTO COMPLIANCE HAS BEEN INCLUDED WITHIN THE SCOPE OF THIS PROJECT'S WORK THROUGH DRAWINGS, DETAILS, SPECIFICATIONS INCORPORATED INTO THESE CONSTRUCTION DOCUMENTS.

ANY NONCOMPLIANT ELEMENT, COMPONENT OR PORTION OF THE POT THAT WILL NOT BE CORRECTED BY THIS PROJECT, BASED ON A VALUATION THRESHOLD LIMITATION OR A FINDING OF AN UNREASONABLE HARDSHIP, IS SO INDICATED IN THESE CONSTRUCTION DOCUMENTS.

DURING CONSTRUCTION, IF ANY POT ITEM WITHIN THE SCOPE OF THE PROJECT REPRESENTED AS CODE COMPLIANT IS FOUND TO BE NONCONFORMING BEYOND REASONABLE CONSTRUCTION TOLERANCES, IT SHALL BE BROUGHT INTO COMPLIANCE WITH THE CBC AS PART OF THIS PROJECT BY MEANS OF A CONSTRUCTION CHANGE DOCUMENT.

SURVEY EXHIBIT "A"

1 OVERALL SITE PLAN
SCALE = 1" = 60'-0"

REVISIONS DATE BY DESCRIPTION

AGENCY APPROVALS

DSA FILE # 44-H2

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT

01-116975

DATE: FEB 01 2018

OVERALL SITE PLAN
ATHLETIC FIELD IMPROVEMENTS FOR:
HARBOR HIGH SCHOOL
INCREMENT #1
330 LA FONDA AVENUE, SANTA CRUZ, CA 95062
SANTA CRUZ CITY SCHOOL DISTRICT

DATE: 10/25/17
SCALE: AS NOTED
DRAWN: I.M./E.V.
JOB: 17061
SHEET: **A11**
OF SHEETS

BELL ARCHITECTURAL GROUP 831 424 4820
235 MONTEREY STREET, SUITE B, SALINAS, CA 98001
BELLAGCOM

REGISTERED ARCHITECT
CALIFORNIA
C00883C
Exp. 12/31/19
STATE OF CALIFORNIA

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Polar Leasing Company, Inc. Proposal for DeLaveaga Elementary School Temporary Cold Storage Unit Lease

MEETING DATE: September 27, 2023

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve Polar Leasing Company, Inc. proposal for DeLaveaga Elementary School temporary cold storage unit lease.

BACKGROUND:

The proposal consists of a four-month lease of three dual-temperature walk-in cooling units to be used as temporary food storage at DeLaveaga Elementary School while the existing cold storage units are being replaced. This project was approved by the Board at the January 13, 2021 meeting.

Temporary Cold Storage	\$48,393.48 (this agenda item)
Electrical	\$11,714.00 (agenda item 3.4.3)
Estimated Total	\$60,107.48

FISCAL IMPACT:

\$48,393.48 Total

Cost Breakdown by fund:

\$31,455.76 Measure A District Set-Aside (Restricted)

\$16,937.72 Elementary Redevelopment Agency Fund (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social-emotional well-being of all students.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

Prepared by Trevor Miller, Director, Facility Services

AGENDA ITEM: 3.4.2

Date: 08/25/23

Quote No.

RQ31292

Bill To Customer: C25313

Valid for 60 Days

Santa Cruz City Schools
536 Palm St.
Bonny Doon, CA 95060



The words renter, buyer, customer, you and yours means the person who signs this contract (or are obligated under its terms). We, our and dealer refer to the business name directly to the left.

Contact: Ismael Magana
Phone: (831) 424-4620
Fax:
Customer PO No.:

Salesperson: Chris Huston
Phone: 260-428-2559
E-mail: chris.huston@polarleasing.com

RENTAL CHARGES	Electrical	Rental Term	Quantity	Beginning / Ending	Unit Price	Total Price
Walk-In Dual Temp - 8x20 - WDT820 - 220-V-30 AMP-Single Phase		4 Month Rate	3	09/15/23 / 01/14/24	3,268.00	39,216.00

FREIGHT / DEPOSIT CHARGES	Sale Date	Unit Price	Total Price
Freight		1,650.00	4,950.00
Damage Deposit		200.00	600.00

Ship To:

De Laveaga Elementary School
Ian Goldspink
1145 Morrissey Blvd.
Santa Cruz, CA 95065
(831) 424-4620

Ship Via Polar Leasing

Tax Exempt No.

Terms PREPAID

Del. Date 09/15/23

Payment for Freight, 2 months Rental Charge and Tax for \$ 26,971.74 is due prior to delivery.

A Late Return Fee of \$108.93 Per Day

Total Rental Charge: 39,816.00

Freight Charges: 4,950.00

Tax: 3,627.48

Contract Total: 48,393.48

Please follow "Installation & Startup" instructions attached to this quotation. Instructions can also be found at www.polarleasing.com.

THIS IS YOUR CONTRACT, READ ALL PAGES BEFORE SIGNING BELOW. INITIAL PAGE TWO OF THIS CONTRACT THIS OFFER EXPIRES ON 10/24/23.

Dealers Location: Company: Santa Cruz City Schools
SAN FRAN 2

Date: _____

Accepted By: _____
Authorized Company Representative

Title: _____

Print Name: _____

Leasing Agent: _____

I, the signed renter above, specifically acknowledge that I have read and fully understand the Terms and Conditions on all pages of this rental contract and agree to be bound by all of the terms, conditions, and provisions hereof. Renter acknowledges receipt of a true and correct copy of this agreement at the time of execution hereof.

4410 New Haven Avenue, Fort Wayne, IN 46803
Toll-Free (877) 428-2532 / Local (260) 428-2532 / Fax (260) 428-2533

Customer No. C25313
Santa Cruz City Schools
536 Palm St.
Bonny Doon, CA 95060



Quote No. RQ31292

Date: 08/25/23

Valid for 60 Days

The words renter, buyer, customer, you and yours means the person who signs this contract (or are obligated under its terms). We, our and dealer refer to the business name directly to the left.

TERMS AND CONDITIONS OF RENTAL CONTRACT

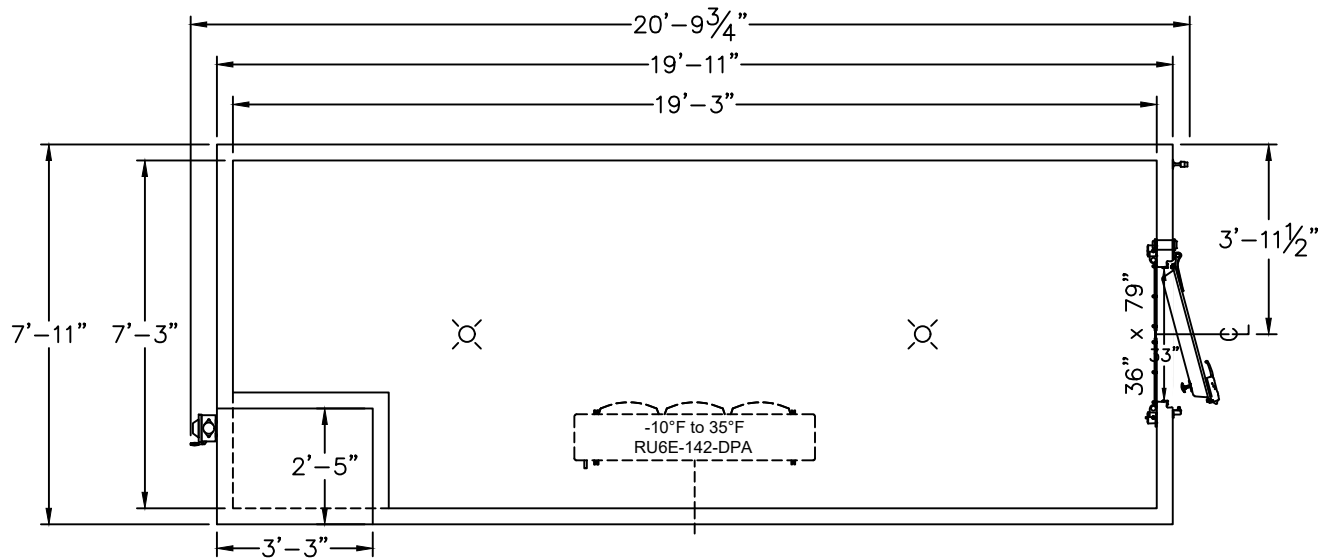
In consideration of the renting of the Equipment to the Company (hereinafter referred to as the "Renter") as described and identified on page 1 of this contract from Polar Leasing Company, Inc. (hereinafter referred to as the "Dealer") and upon the terms and conditions set forth below, it is agreed as follows:

- 1. RENTAL CHARGES, TERM AND EXTENSIONS.** The "Duration" or term of this contract begins on the date specified as "Rental Start Date" and terminates on the date specified as "Rental End Date" as identified on page 1 of this contract unless amended in writing. Rental Charges commence on delivery of Equipment to Renter and end upon return of Equipment to Dealer's depot unit location. Renter shall pay two months' Rental Charge in advance against any charge due under this Rental Contract and shall not be held as a security or damage deposit. If the Renter does not return the equipment or allow Dealer to pick up the equipment by the "Rental End Date" or the Dealer's scheduled pickup date, Renter agrees to pay a "Late Return Fee Per Day" as identified on page 1 of this contract. Extension of the "Duration" of this contract requires 48-hour written notice and approval by Dealer.
- 2. ACCEPTANCE, INSPECTION, USE, TITLE, GRAPHICS, SIGNAGE AND RETURN PROVISIONS.** Upon delivery of the equipment to Renter, Renter accepts and rents the Equipment on an "as is" basis. Renter acknowledges receipt of the Equipment, agrees to use the Equipment as identified on page 1 of this contract and fully understands its proper operation, start up, and use as identified on the Equipment and also available on the web at: www.polarleasing.com. If Renter is transporting Equipment or making transportation arrangements through Renter's contractor or agents, Renter acknowledges and declares that Renter, contractor or agents have examined the Equipment and all hitches, bolts, safety chains, hauling tongues, devices and materials used to connect the Equipment to Renter's towing motor vehicle and/or trailer prior to transporting Equipment, and upon receipt of Equipment, Renter agrees that Renter is responsible for the transportation, loading and unloading of the Equipment. Without Dealer's written consent, Renter shall not remove the Equipment from the delivery location as described on page 1 of this contract or allow the use of Equipment by anyone other than the Renter. Title to the Equipment is and shall always remain with the Dealer. Affixing or adding graphics, signage or any other attachments to the unit is not permitted unless prior written approval has been granted by Dealer and shall be at the Renter's sole expense. Renter agrees to return the Equipment to Dealer in as good condition as when received by Renter.
- 3. EQUIPMENT BECOMES UNSAFE OR REQUIRES REPAIR.** Renter will immediately discontinue use of the Equipment should the Equipment become unsafe or in need of repair. Renter shall immediately notify Dealer and take all steps necessary to protect its contents and prevent injury to others. Renter shall not repair or permit any repairs to be made to the Equipment without Dealer's written consent.
- 4. COMPLIANCE WITH LAWS.** Renter acknowledges that Dealer has no control over the use of Equipment by Renter, and Renter agrees, at Renter's sole expense, to comply with all municipal, county, state, and federal laws including the Occupational Safety and Health Administration Act of 1970 (OSHA), that may affect the Equipment while it is in the possession of and use by the Renter. Furthermore, Renter shall not permit or allow any illegal or unauthorized use of the Equipment including, but not limited to the storage of hazardous materials. Equipment's primary use is for refrigerated storage of food and other food grade material & ingredients. If products including EPA - List N: Products with Emerging Viral Pathogens, the Dealer requires a 3rd party certificate of sanitation to be obtained solely at the Renter's expense. Such cleaning must certify current standards set forth from EPA, OSHA, WHO, DOT PHMSA Pipeline and Hazardous Materials Safety Administrator, and the CDC. Renter agrees to pay \$3,500 upon failure to supply such 3rd party certification.
- 5. RENTER'S LIABILITY FOR ABUSE, MISUSE, DESTRUCTION, LOSS, OR THEFT OF EQUIPMENT.** Renter shall maintain at its expense insurance covering the theft or accidental damage to or loss of the Equipment. In the event of any damage to the Equipment arising from the Renter's abuse, misuse, loss, theft, or destruction of said Equipment, Renter agrees to accept full responsibility therefore and shall hold Dealer harmless from any claims or actions arising from the abuse, misuse, destruction, loss, or theft of the Equipment. Unless otherwise specified herein, Renter shall pay Dealer the actual replacement cost of the Equipment or the cost to repair the Equipment (whichever is less) resulting from the Renter's abuse, misuse, destruction, loss, or theft of the Equipment.
- 6. FORCE MAJEURE.** Fires, floods, wars, acts of war, strikes, lockouts, labor disputes, pandemics (including without limitation, COVID 19), accidents to machinery, delays or defaults of common carriers, orders, decrees or judgments of any court, or any other contingency beyond the control of Dealer, whether related or unrelated, or similar or dissimilar to any of the foregoing (each a "Force Majeure Event"), will be sufficient excuse for any resulting delay or failure in the performance by Dealer of its obligations under the Agreement, but such performance will be excused only as long as the Force Majeure Event continues.
- 7. DISCLAIMER OF WARRANTIES. DEALER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.** Renter's sole remedy for any failure of or defect in the Equipment shall be the reimbursement of the "Rental Charge" commencing from the date of failure. DEALER SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY TO RENTER OR RENTER'S PERSONAL PROPERTY, INCLUDING PERSONAL PROPERTY STORED IN THE EQUIPMENT, OR FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES IN ANY WAY CONNECTED WITH THE OPERATION, USE, DEFECT IN, OR FAILURE OF THE EQUIPMENT UNLESS SUCH DAMAGES ARISE FROM DEALER'S INTENTIONAL, WILLFUL, OR RECKLESS CONDUCT. Upon notice to Dealer to repair or replace non-functioning equipment not attributable to misuse of, failure to maintain, or failure to properly operate the Equipment, Dealer shall indemnify Renter for Renter's loss of personal property stored within the equipment.
- 8. LATE PAYMENTS.** Renter shall pay all attorney fees and court costs incurred by Dealer to collect or enforce any terms and conditions of this contract. In the event a suit is instituted by Dealer to recover possession of said Equipment or to enforce any of the terms, conditions, or provisions hereof, Renter agrees to pay all costs and reasonable attorney's fees of Dealer incurred in connection therewith. All late payments are subject to an 18% per annum finance charge.
- 9. INDEMNIFICATION OF DEALER BY RENTER.** Renter will take all reasonably necessary safety precautions in the operation of the Equipment and protect all persons and property from injury or damage. Renter shall assume the risk of all property damage or damages for personal injuries, including death, caused by or arising out of Renter's misuse of the Equipment and shall indemnify, defend, and hold Dealer harmless from any property damage or damages for personal injuries caused or arising out of Renter's misuse of the Equipment.
- 10. TAXES.** Renter agrees to pay any and all taxes, license fees, or permit fees arising out of the renting and use of the Equipment. Renter agrees to pay said taxes whether said taxes appear as part of this contract or whether said taxes are later claimed by the governmental authority.
- 11. CHOICE OF LAW.** This contract shall be governed by the laws of the State of Indiana. Renter agrees that by signing this contract, Renter consents to personal jurisdiction in the Federal or State courts located in Allen County, Indiana.

Date: _____ Renter's Initials: _____

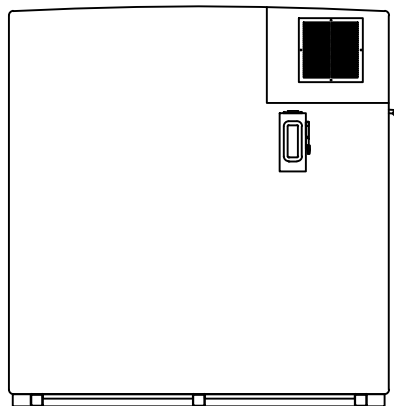
ROOM TEMP.:
 -10°F to 35°F
 INTERIOR AREA:
 140 sq. ft.
 HORSEPOWER:
 2.25 hp.
 REFRIGERANT:
 R-404A
 ELEC. SUPPLY
 115/208-230
 PHASE:
 Single
 CYCLE:
 60 hz.
 AMPERAGE:
 27.0 MCA

FFAL-022Z-CFV-076

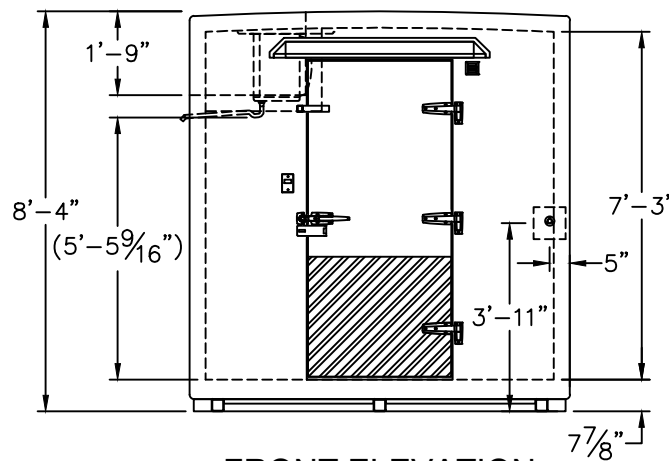


PLAN VIEW

- 4" WALLS
- 4" CROWNED ROOF
- 3" FORK SLOT FRAME
- 1/2" STANDARD DUTY FLOOR
- DOOR STOP W/ 8"X8"X3/4" REINF.
- SWING DOORS
- SST KICK PLATES
- RECESSED REFRIGERATION
- DIGITAL THERMOMETER



REAR ELEVATION



FRONT ELEVATION

DRAWING APPROVAL

PLEASE INDICATE YOUR APPROVAL OF THIS DESIGN, THE DIMENSIONS, DOOR LOCATION/SWING, ELECTRICAL REQUIREMENTS, AND EQUIPMENT LOCATIONS BY SIGNING BELOW AND RETURNING TO POLAR KING.

DATE: _____ BY: _____

Polar Leasing

Fort Wayne, Indiana

DRAWN BY: MJR MODEL NO.: DT820 SCALE: 1/4"=1'-0" DATE: 8-14-19

DRAWING NAME: Polar Leasing DT820 Fort Wayne IN



POLAR KING
 INTERNATIONAL, INC.

FORT WAYNE, INDIANA 1-800-752-7178

THE REFRIGERATION SYSTEM SHOWN IS DESIGNED TO MAINTAIN INDICATED TEMPERATURE IF PRODUCT ENTERS WITHIN 10°F OF FINAL HOLDING TEMPERATURE. PLEASE CONTACT YOUR SALES REP IF INCOMING PRODUCT WILL BE ENTERING AT HIGHER TEMPERATURES. REFRIGERATION DESIGN IS SUBJECT TO CHANGE FOR IMPROVEMENTS.

INSTALLATION & START-UP

Polar Leasing walk-in coolers/freezers are delivered to our customers fully assembled and require only a few basic procedures prior to start-up.

- (1) Locate the unit on a level surface. It is very important that the surface is level for proper condensation drainage and operation.
- (2) Condensing unit on the walk-in should be a minimum of 6 feet from any building exhaust ventilation fans.
- (3) Keep an open area of at least 3 feet around the condensing unit to assure sufficient air ventilation.
- (4) Make sure you have adequate electrical service for your unit.
- (5) If the unit is equipped with a toggle switch designating COOLER/FREEZER, move the switch to the desired mode. This switch is located on the interior of the unit. Units without this switch need only adjust the thermostat.
- (6) Set the thermostat for your desired hold temperature depending on the unit. See below for recommendations. Polar Leasing recommends that you do not set the temperature colder than required, as this will cause unnecessary power consumption and potential damage.
 - a. Units with the toggle switch are equipped with two thermostats, corresponding to the mode, located either adjacent to the toggle switch or under the condensing unit cover on the exterior of the unit.
 - b. Units without a toggle switch are equipped with a single adjustable thermostat which is mounted on the interior left wall of the walk-in.
 - c. **RECOMMENDATIONS: COOLER: +34° TO +37° F FREEZER: 0° TO -10° F**
IMPORTANT: MODEL #'S BEGINNING WITH AN "H" CAN ONLY BE OPERATED 34° TO 37° F.
MODEL #'S BEGINNING WITH AN "L" OR "M" CAN ONLY BE OPERATED 0° TO -10° F
- (7) A qualified electrician in accordance with the NEC and/or local electrical codes may now install and wire incoming power. A wiring diagram is located on the backside of the electrical box panel. Connections are to be made to the breaker terminals located in the electrical disconnect box on the exterior rear wall of the unit.
- (8) The unit can now be started. Depending on the unit, this is done by either moving the circuit breaker switch to the UP position or by removing, rotating, and reinserting the fuse t-handle. Both are located in the disconnect box.
- (9) Verify that the refrigeration is operating properly. (See sequence of operation, "Refrigeration – Initial Start-up" below.)
- (10) Wait until the refrigeration has reached the desired holding temperature before loading product.
- (11) Do not alter any controls, switches, wires, or any other device other than the thermostat.
- (12) When cleaning the inside of the unit with any liquid substance, turn off electrical power. **IMPORTANT: DO NOT USE BLEACH OR AMMONIA TO CLEAN INSIDE OF THE UNIT AS IT MAY CAUSE DAMAGE TO THE COIL SURFACE.**

SEQUENCE OF OPERATION

Refrigeration – Initial Start-up

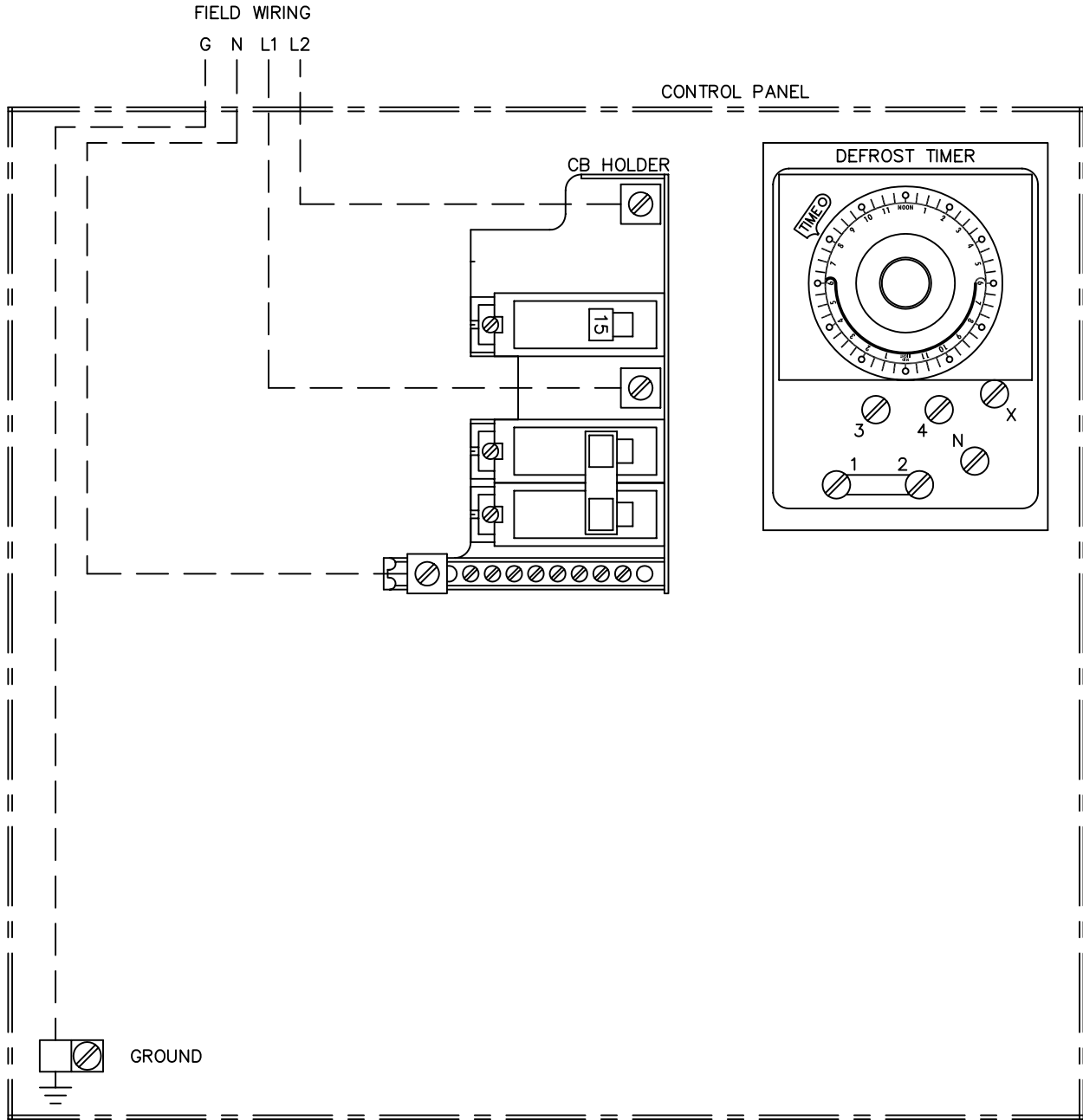
When starting up the refrigeration system for the first time, the following events occur. The operating sequence is as follows:

- (1) Thermostat calls for refrigerant.
- (2) Liquid line solenoid valve opens, allowing refrigerant to flow.
- (3) Pressure control makes the control circuit and the condensing unit operates.
- (4) The coil temperature falls and the evaporator fans come on. (Note: The fans may cycle two or three times until the room temperature is stabilized.)
- (5) When the room thermostat is satisfied, the liquid line solenoid will close and the compressor will pump down and turn off. (Fan on unit cooler will continue to run.)

Defrost

Four electric defrost cycles per day are programmed at the factory. These cycles take place every 6 hours and can last up to 30 minutes. **THE INTERIOR TEMPERATURE MAY RISE SLIGHTLY DURING THE DEFROST CYCLE. DO NOT BE ALARMED. THE UNIT WILL RETURN TO PROPER TEMPERATURE SOON AFTER THE CYCLE IS COMPLETE.**

TYPICAL WIRE CONNECTIONS



WIRING INSTRUCTIONS

CONTROL PANEL IS LOCATED AT THE CONDENSING UNIT ON TOP OF THE WALK-IN. A HOLE MAY BE DRILLED THRU THE FIBERGLASS CONDENSING UNIT COVER FOR INCOMING POWER. ELECTRICAL HOOK-UP MUST COMPLY WITH THE NATIONAL ELECTRICAL CODE

WALK-IN TYPE: Cooler or Freezer		COMPRESSOR TYPE:	
VOLTAGE: 208-230	PHASE: Single	CYCLES: 60 hz	HORSEPOWER: 1/2 to 2
DRAWN BY: MD Leppke	MODEL NO.:	SCALE: None	DATE: 3-13-03
DRAWING NAME: Single Phase Connections			

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: PSR Electric Proposal DeLaveaga Elementary School Electrical for Temporary Cold Storage Unit

MEETING DATE: September 27, 2023

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve PSR Electric proposal for DeLaveaga Elementary School electrical for temporary cold storage unit.

BACKGROUND:

This proposal consists of labor and materials to provide power to the three temporary cold storage units in the parking lot of DeLaveaga Elementary School. This will include supplying power from the existing panel board to a new subpanel. This project was approved by the Board at the January 13, 2021 meeting.

Temporary Cold Storage	\$48,393.48 (agenda item 3.4.2)
Electrical	\$11,714.00 (this agenda item)
Estimated Total	\$60,107.48

FISCAL IMPACT:

\$11,714.00 Total

Cost Breakdown by fund:

\$7,614.10 Measure A District Set-Aside (Restricted)

\$4,099.90 Elementary Redevelopment Agency Fund (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social-emotional well-being of all students.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

Prepared by Trevor Miller, Director, Facility Services

PSR Electric, Electrical Contractor
Certified General Journeyman Electricians
Bonded and Insured
License number: 880548
PUBLIC WORKS CONTRACTORS REGISTRATION
#1000010224
"PROMPT SERVICE THAT'S RELIABLE"
3011 OLD SAN JOSE RD, SOQUEL CA 95073
Phone: 831-345-3914 Fax: 831-479-9034
E-mail: psr9122@icloud.com

PROPOSAL



JOB: DLV TEMP POWER TO 3 PORTABLE FREEZER

DATE: 09/01/2023

PROVIDE AND INSTALL LABOR AND MATERIALS FOR 3 TEMPORARY FREEZERS AT PARKING LOT
POWER FROM EXISTING ELECTRICAL DISTRIBUTION PANELBOARD
PROVIDE A ELECTRICAL NEMA 3R SUBPANEL AT NEAR LOCATION OF FREEZERS, FROM THERE PROVIDE POWER TO THE 3 FREEZERS
INCLUDED IS ALL CONDUIT, WIRE, BOXES, PULL BOXES AND CONNECTION TO EACH UNIT

TOTAL INVOICE \$11,714.00