Campbell Union High School District

September 21, 2017

TO: Board of Trustees

FROM: Nancy Pfeiffer, Assistant Superintendent of Business Services

PREPARED BY: Margaret Janko, Administrative Assistant

SUBJECT: Ratify Contracts up to $30,000.00

FOR: [ ] Public Hearing [ ] Recognition/Presentation [ ] Report [ ] Discussion
[ ] Communication [ ] Information/First Reading [X] Consent [ ] Board Action

I. Support Information

Ratification of contracts up to $30,000.00 with multiple vendors and the Campbell Union High School District, dated through September 7, 2017.

II. Budget Impact

The total cost of contracts is $122,769.90.

III. Recommendation

It is the recommendation of the Superintendent that the Board of Trustees ratify these contracts.

List of Ratification Items Under $30k

9/21/17 Board Meeting

Vendor	Description of Services	Amount	Funding	Submitted By	Back-up
Arne Sign & Decal Co.	Signage for All Comprehensive High Schools	$ 25,000.00	Fund 218	Eric Wasinger	
Inspectacon	Addendum #1 to Inspector of Record Services for BHS Interim Housing Project	$ 1,520.00	Fund 218	Eric Wasinger	
Harry L. Murphy, Inc.	Replace Carpet in District Office Phase 1	$ 24,810.00	Fund 400	Eric Wasinger	
Carroll Engineering, Inc.	Civil Engineering Services for the DMHS Building C Improvement Project	$ 4,500.00	Fund 218	Nathan Thome	
SOS Entertainment	Music and entertainment services for Homecoming dance - Del Mar HS	$ 3,500.00	General Fund	David Pimental	
Empowering our Community	Intervention, case management and counseling for at-risk youth at Del Mar and Boynton HS	$ 26,000.00	General Fund	David Pimental	
Blancas Construction, Inc.	Bathroom and Roof Repairs at Del Mar High School	$ 10,591.27	Fund 218	Eric Wasinger	
Blancas Construction, Inc.	Gas, Water, and Sanitary Sewer Line Repairs at Branham High School	$ 3,843.53	Fund 218	Eric Wasinger	
Blancas Construction, Inc.	Installation of New Drinking Fountains at Del Mar High School	$ 23,005.10	Fund 218	Eric Wasinger	
		$ 122,769.90			

SIGNAGE FOR SITES DISTRICTWIDE

AGREEMENT NUMBER 18-067

This Independent contractor Agreement for Services ("Agreement") is made and entered into as of the 21st day of September, 2017, by and between the Campbell Union High School District, ("District") and Arne Sign & Decal Co., Inc. ("Contractor"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Contractor shall provide services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").

2. **Term.** Contractor shall provide Services under this Agreement from September 22, 2017, and will diligently perform as required through June 30, 2018. This initial term may be renewed on an annual basis upon mutual agreement of the Parties.

3. **Compensation.** District shall pay the amount indicated on **Exhibit "A"** for Services, but in no event shall such amount exceed a total fee of TWENTY FIVE THOUSAND and 00/100 Dollars ($25,000.00).

4. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor, with the sole authority for controlling and directing the performance of the details of the Services.

5. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

6. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

7. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

8. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

9. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

10. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this

Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

11. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

12. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authority and empowered to enter into this Agreement.

13. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

14. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

Dated: 9/21/17, 20___

Campbell Union High School District

By: _____

Print Name: Nancy Pfeiffer

Print Title: Assistant Superintendent of Business Services

Dated: _____, 20___

Arne Sign & Decal Co., Inc.

By: _____

Print Name: _____

Print Title: _____

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED

SIGNAGE FOR SITES DISTRICTWIDE

Scope of Services
The Contractor shall manufacture signage per the specifications as provided by District Staff and deliver to the CUHSD Construction Office.

Each project shall be executed by individual work orders.

The Contractor shall submit a time and material proposal ("proposal") for each individual work order. The proposal shall include an estimate of the number of calendar days to complete.

After District Staff has reviewed and approved the proposal and issued a Notice to Proceed, the Contractor shall be authorized to begin work

Project Sites
Projects will be located at one or more of the following CUHSD sites:

- Boynton High School, located at 901 Boynton Avenue in San Jose, California 95117 ("Boynton HS");
- Branham High School, located at 1570 Branham Lane in San Jose, California 95118 ("Branham HS");
- Del Mar High School, located at 1224 Del Mar Avenue in San Jose, California 95128 ("Del Mar HS");
- Leigh High School, located at 5210 Leigh Avenue in San Jose, California 95124 ("Leigh HS");
- Prospect High School, located at 18900 Prospect Road in Saratoga, California 95070 ("Prospect HS");
- Westmont High School, located at 4805 Westmont Avenue in Campbell, California 95008 ("Westmont HS");
- District Office, located at 3235 Union Avenue in San Jose, California 95123 ("District Office")

INSPECTACON CORPORATION

INVOICE

3515 Andrade Road
Sunol CA 94586
Phone (510)557-0143
Inspectacon007@gmail.com

INVOICE #2
DATE: AUGUST 30, 2017

TO:
Nancy Pfeiffer
Campbell Union High School District

FOR:
Branham High School Portables Project
DSA Applications #01-116843
DSA File #43-H1
Contract #18-003
Funding Source #218

DESCRIPTION	HOURS	RATE	AMOUNT
1. Project inspection services.	16	$95.00	$1,520.00
TOTALS			**$1,520.00**

HLM INC.
HARRY L. MURPHY INC.
COMMERCIAL FLOOR COVERINGS

EST. 1947

CONTRACTORS LICENSE # C-15 145985

NEW DIR # 1000004204 Exp. 6/30/2017

DATE	SALES PERSON
3/31/2017	Conrad Sotelo

Proposal

CUSTOMER		PROJECT	
Company:	Campbell Union High School District	**Project Name:**	Campbell District Office Conference Room
Address:	3235 Union Avenue San Jose, California 95124	**Address:**	3235 Union Avenue San Jose, California 95124
Attn:	Eric Wasinger	**Project Contact:**	Eric Wasinger
Phone #	408.371.0960 Ext. 2081	**Phone Number:**	408.710.5384
Email:	Eric Wasinger <ewasinger@cuhsd.org>		

UNION SHOP * BONDABLE PRICES * PRICE GOOD FOR 60 DAYS * APPRENTICESHIP TRAINING

SCOPE OF WORK

Remove & Install Patcraft Carpet Tile and Burke 4" Rubber Topset Base in 5400 sq. ft. of canference area and two rooms.

SECTIONS: ADDENDA:

Item	Amounts	Description	Break Down (If Required)
CPT TILE WALL BASE	5400 sq. ft. 400'	Patcraft Carpet Tile Color 00425 Burke 4" Rubber Base Color 701-P	$ 21,300.00
REMOVAL & RECYCLE	5400 sq.ft.	Add Alternate Removal and Disposal of existing flooring if needed:	$ 3,510.00
		NO FURNITURE MOVING INCLUDED	
		BASE PRICE	**$ 24,810.00**

Please call or email with any questions or concerns!

OUR CARPET AND RUBBER RECYCLING PROGRAM PROMOTES AWARENESS TO OUR ENVIRONMENTAL RESPONSIBILITY!

Inclusions: Minimal prep (light sweeping, fill hairline cracks), install weekday hours (M-F 5:00am - 5:00pm).

Exclusions: Any overtime or premium hours; demolition of existing flooring; excessive preparation work (floating, leveling, grinding, etc.); concrete vapor control, final sealing, waxing, protection and cleaning. and any phasing of the project outside that specified in the contract documents.

NOTE:

Concrete moisture testing is not included in this price. Costs for Relative Humidity and/or Calcium Chloride Tests are charged at $100 per test. Neither relative humidity nor calcium chloride test will not predict any future occurrence of moisture activity in the concrete, but will only give you a picture of the moisture content at the time of the test. Harry L. Murphy, Inc. is not responsible for any failures due to moisture.

Authorization of the proposal:

When the Owner/Owners Representative signs this proposal it will be treated as a binding contract. Only after Harry L. Murphy, Inc. receives a copy of this signed document will the process of submittals and ordering of material proceed. By signing this proposal, the owner/owners representative agrees to invoice terms of NET 30 DAYS.

By signing this proposal the owner/owners' representative agrees to all terms and conditions set forth by this contract.

Signature: Eric Wasinger

Date: 7-25-2017

42 BONAVENTURA DR. SAN JOSE, CA. 95134 PH. 408.955.1100 FAX 408.955.1111

CARROLL ENGINEERING, INC.

AGREEMENT FOR ENGINEERING SERVICES
PROJECT DESCRIPTION

Date: September 7, 2017

This Agreement, by and between:

CAMPBELL UNION HIGH SCHOOL DISTRICT
Attn: Nancy Torres Pfeiffer
3235 Union Ave
San Jose, CA 95124-2096
408-371-0960

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:
Del Mar High School Music Facilities at Building C, 1224 Del Mar Ave, San Jose, CA

II. SCOPE OF SERVICES:
On-Site Plans – Construction Documents:
Utilizing the final developed site plan, and the topographic survey provided by District, CONSULTANT will prepare a site plan based upon Architect's and District's requirements, and final 10 or 20 scale construction documents on 30"x42" sheets for the Del Mar High School Music Facilities at Building C. The project consists of a small building addition and associated site improvements.

The plans will consist of Grading and Drainage Plan, Underground Utility Plan (storm and sanitary sewers, water, fire and gas as needed), Demolition Plan, Horizontal Control Plan, Erosion Control Plan, and a Notes, Details and Legend Sheet. The plans will show drainage courses, new storm drains and new sanitary sewers to existing facilities. Domestic water, fire water and gas will be shown for horizontal control purposes. But connection sizes and load requirements are designed by other disciplines. The grading plan will be in accordance with accepted grading practices and in conformance with the project Soils Investigation.

CONSULTANT'S fee includes one site visits during design, and meetings with the Architect and design team.

Specifications:
Section 31, 32 and 33 specifications pertinent to site work will be provided to CLIENT by CONSULTANT.

Bidding & Construction Administration:
CONSULTANT will answer questions and prepare responses to RFI's. During construction CONSULTANT will answer questions and visit the site as needed and will respond to submittals. It is anticipated this task will occur over a period of twenty months.

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

A. Basic Services:

1. Construction Documents	$ 4,000.00
2. Specifications	$ Included
3. Bidding & Construction Administration	$ 500.00
TOTAL FEE	$ 4,500.00

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	$215.00/hr.
b. Principal Surveyor	$178.00/hr.
c. Associate Engineer	$178.00/hr.
d. Assistant Engineer	$128.00/hr.
e. Draftsman	$112.00/hr.
f. Secretarial	$71.50/hr.
g. Field Surveys	$220.00/hr.

2. Reimbursable expenses shall be paid as follows:

a. Reproductions	Cost+ 10%
b. Postage & Deliveries	Cost+ 10%
c. Long Distance Telephone	Cost+ 10%
d. Authorized miscellaneous expenses	Cost+ 10%
e. Mileage	$0.54/mile

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) Building plans shall be supplied to CONSULTANT by CLIENT in AutoCAD format. CONSULTANT shall be entitled to rely on its accuracy and completeness.

2) Landscape plans shall be by others.

3) Area lighting plans shall be by others.

4) CONSULTANT will be provided a soils report containing as a minimum: grading, pad preparation and foundation specifications, retaining wall design parameters, pavement design alternates, trenching specifications, and any specific site conditions and mitigations.

5) Any required environmental documents, mitigations or identification of same are specifically excluded.

6) Fire Sprinkler Lines, if any, shall be designed by a project fire safety engineer or design build contractor. Lines will be shown on the Civil Plans for horizontal and vertical control if available.

7) All other utilities are to be designed by others (power, phone, CATV, etc).

8) Profiles of storm and sanitary sewers are not necessary and are excluded.

9) Main extensions for storm lines, sanitary lines, and surface improvements beyond the immediate areas of design are assumed not necessary and are excluded.

10) Off-site plans are assumed unnecessary and are excluded.

11) Construction Staking services are excluded.

12) Agency application fees, if any, are to be paid by CLIENT.

13) Erosion control measures shall be in accordance with accepted practices and shall be the responsibility of the contractor.

14) Provisions for the new C.3 storm water runoff requirements will be implemented on this existing site only to the extent practical. Additional City incurred requirements, such as preparation of a formal Storm Water Management Report, will require additional fees.

15) Permit Registration Documents (PRD's), including a Storm Water Pollution Prevention Plan (SWPPP), Notice of Intent (NOI), etc., to file with the State Water Quality Control Board to obtain a WDID# are excluded.

V. OWNER'S RESPONSIBILITIES:
See Paragraph IV.

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.

Signatures on Following Page

The above is mutually agreed to this 7th day of September, 2017.

CONSULTANT

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

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

CLIENT

CAMPBELL UNION HIGH SCHOOL DISTRICT
Attn: Nancy Torres Pfeiffer
3235 Union Ave
San Jose, CA 95124-2096
408-371-0960

By

Title

Date

CEI Project #: _____
SugFin-Del Mar HS Music Bldg C Design Agr.

Client Project #: _____

San Diego – Los Angeles – San Jose
Central Office: 17645 Sierra Hwy, Santa Clarita, CA 91351
(800) 6321-SOS (767) - Fax: (888) 425-2378

SINGLE EVENT CONFIRMATION CONTRACT

Agreement made on _____, by and between Del Mar High School is hereinafter referred to as the "Client", and by request SOS ENTERTAINMENT referred to as "SOS".

Event Summary

Event: Del Mar High School Homecoming Dance 2017

Date: 09/30/2017

Time: 07:00pm - 10:00pm

Location: Del Mar High School Gym

*****On-site contact name (*for day of event*):** _____ **Cell #:** _____

Requirements

By executing this contract, Client agrees that he or she is at least eighteen (18) years of age, that he or she has the authority to enter into this Agreement on behalf of Client.

Individual Event Details

Event details including: package contents, agenda items, etc. may be found on documents outside of this individual agreement.

Payment Requirements

Client agrees to pay SOS the amount of 3500.00 for rendered services during listed event. The final Service Fee must be received in full **before the listed event date**. Payment may be made via check, cashier's check, cash or credit card. Late payments are subject to penalties and/or late fees. Additionally, all extended special pricing and discounts will be void if payment is not received PRIOR to the event date. If payment is not received within 30 days of the event, client agrees to pay a late fee equal to 15% of the total Service Fee.

Arrival Time, Set-up and Strike

This Agreement guarantees SOS will be ready to perform at the start time of the engagement. SOS requires at least 4 hour(s) before the engagement for set-up and 3 hour(s) after the engagement to remove equipment.

Equipment Guarantee

SOS will be responsible for any unforeseen equipment failure or damage due to negligence. A refund for the specific service costs or costs of damage to property will be made to Client by SOS.

Client Direction

Client expressly reserves the right to control the manner, means and details of the performance and/or services by SOS through the provided questionnaire(s) and/or through an event agenda provided by Client. SOS must receive any written event/music agenda or music request list prior to the engagement to guarantee inclusion in SOS' programming guidelines. Client shall provide necessary event media, lists or other paperwork by the following deadlines:

- "Additional Insured", Auto, Workers Comp Insurance certs — At least 14 DAYS prior to event
- Music Questionnaires / Request Lists, MultiMedia Content — At least 7 DAYS prior to event

Working Condition and Guarantees

Client will provide a safe environment for SOS to perform its services. This environment must be safe from hazards associated to physical or verbal harassment, construction, water, rain, fire, extreme temperatures, or other elements hazardous to sensitive audio visual equipment, crew and performers. Client agrees to grant access to necessary elements required for SOS to perform its services

before, during and after the event. This includes, but is not limited to: Venue parking, safe venue load area, sufficient lighting (if at night), a contact for the venue, unlocked entry ways to venue, accessible electrical, accessible water, etc. Client agrees to hold SOS harmless in the case that SOS is unable to access the required elements to perform its services.

Guests

Client shall assume the risk and responsibility for Client's guests at all times. Client is explicitly responsible for damage caused by negligence of Client's guests. Client is also responsible for the cost of repairing all damages to the facility, its grounds, furnishings, equipment, etc. caused by Client and its agents or guests.

Client and other Vendor Equipment

SOS will not be held responsible for equipment or items belonging to Client or other Vendors not directly contracted by SOS. Client may not hang or secure items to existing SOS equipment. Client agrees to not rearrange, adjust or move SOS equipment in any way. Client also agrees to not disconnect electrical power provided to SOS at any time or connect electrical items to outlets, cables or power strips belonging to SOS, unless directly advised to do so by an SOS representative.

Cancellations and Amendments

This Agreement cannot be terminated except by mutual written consent of both the Client and SOS. In the case of cancellation, Client is required to pay any unrecoverable costs incurred by SOS after this Agreement is signed. Client agrees to pay full Service Fee (if listed above) if event is cancelled within 7 days of event date. Client also agrees all installment payments prior to event are non-refundable. Should Client make changes to the event date and/or time after this Agreement, Client shall be responsible for compensating SOS for event planning, production costs, vendor cancellation fees and any additional costs associated with such change. In the case where a multi-event discount exists, previously extended discounts included in a multi-event Agreement may be void and/or the difference retroactively due in full.

Force Majeure

Neither party shall be liable for any failure or delay in the performance of their respective obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including (without limitation) acts of God or a public enemy including, but not limited to: earthquakes, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes and/or acts of any governmental body, nor shall any such failure or delay give either party the right to terminate this Agreement.

Limit of Liability

SOS' liability for failure to perform in whole or in part any portion of the Agreement of services, or failure of any rented equipment to operate properly or effectively, is limited to the face value of the contract for those specific products or services. SOS shall not be responsible for any injury suffered by Client, its agents or guests either in person or on property other than by reason of the negligence or willful misconduct by any agent employed by SOS on the premises. SOS shall further have no responsibility for loss or damage to personal property of Client or its agents or guests unless due to SOS' negligence. Further, SOS shall not be responsible for any personal injuries sustained by Client or its agents or guests in the parking areas adjacent to or provided for the event location.

Agreements

If any provision of the Agreement is judicially declared to be invalid, illegal or unenforceable, such provision shall not have the effect of invalidating or voiding the remainder of this Agreement. The parties agree that the part or parts of this Agreement so held to be invalid, unenforceable or void shall be deemed to have been stricken, and the remainder shall remain in force.

Arbitration

Any dispute or claim arising from or related to this Agreement, its performance, breach, or interpretation (including issues about its validity or enforceability), except for a dispute or claim falling within the jurisdiction of the California Small Claims Court, shall be exclusively (except as provided below) resolved by final binding arbitration before the American Arbitration Association (AAA), utilizing its Commercial Arbitration Rules. Awards shall be final, binding and non-appealable.

Signatures

SOS ENTERTAINMENT		**CLIENT**
(Signature)	Derek Sage	(Signature)_____
(Print Name)	Derek Sage	(Print Name)_____
(Date)	09/07/2017	(Date)_____

PROPOSAL

Empowering Our Community For Success
1764 Queenstown Drive
San Jose Ca, 95132
(408) 660-9418

PROPOSAL NO	
SHEET NO.	
DATE	07/29/2017

PROPOSAL SUBMITTED TO:	WORK TO BE PERFORMED AT:
NAME: Campbell union high school District	ADDRESS: Delmar High School
ADDRESS: 3235 Union Avenue	1224 Delmar Avenue, San Jose, ca. 95128
San Jose ca, 95124	DATE OF PLANS: August 15 2017 thru June 15 2018
PHONE NO.: (408) 371-0960	ARCHITECT:

We hereby propose to furnish the materials and perform the labor necessary for the completion of Intervention services at Delmar high

EOCS will provide prevention and intervention services at Delmar high school.
EOCS will also provide once a week advisory and life skills groups to incoming freshmen at Delmar who have been identified by CUHSD as at-risk students.
EOCS will provide a light case management and once a week mentoring sessions with youth in group.
EOCS will contact parents along with counselors and other support services on campus to assist with a success plan for each students that participates in group.
EOCS will meet with Delmar assistant principals and S.J.P.D campus officers weekly to exchange climate at Delmar and any new information relating to youth in group.
EOCS will be on campus for groups and climate on Wednesdays and spend the whole day at Delmar one other day of the week.
EOCS will attend SST meetings and parent meetings if scheduling permits.

Delmar high school will provide a classroom or space to provide groups and mentoring sessions.
Delmar high school will provide face sheets and information such as grades and attendance

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work, and completed in a substantial workmanlike manner for the sum of Thirteen thousand dollars payments will be made in Sept 2017, Jan 2018 and April 2018 for 4,333.33 each payment Dollars ($13,000.00) with payments to be made as follows:

Respectfully submitted Daniel Steven Chavez

Per _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Note - This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date _____ Signature _____

PROPOSAL

Empowering Our Community For Success
1764 Queenstown Drive
San Jose Ca, 95132
(408) 660-9418

PROPOSAL NO.	
SHEET NO.	
DATE	07/29/2017

PROPOSAL SUBMITTED TO:	WORK TO BE PERFORMED AT:
NAME: Campbell union high school District	ADDRESS: Boynton High School
ADDRESS: 3235 Union Avenue	901 Boynton Ave, San Jose, ca. 95008
San Jose ca, 95124	DATE OF PLANS: August 15 2017 thru June 15 2018
PHONE NO.: (408) 371-0960	ARCHITECT:

We hereby propose to furnish the materials and perform the labor necessary for the completion of Intervention services at Boynton high school

EOCS will provide prevention and intervention services at Boynton high school.
EOCS will also provide once a week advisory and mentoring services to youth identified by CUHSD as at-risk students
EOCS will assist in any mediations or crisis involving youth, that may arise at Boynton high school
EOCS will provide a light case management for youth identified by Boynton high school Admistration .
EOCS will contact parents along with counselors and other support services on campus to assist with a success plan for each students that participates in group.
EOCS will meet with Boynton assistant principals and S.J.P.D campus officers weekly to exchange climate at Boynton and information relating to youth at Boynton high school.
EOCS will be on campus a total of 8 hours per week.
EOCS will attend SST meetings and parent meetings if scheduling permits.

Boynton high school will provide a classroom or space to provide groups and mentoring sessions.
Boynton high school will provide face sheets and information such as grades and attendance

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work, and completed in a substantial workmanlike manner for the sum of Thirteen thousand dollars payments will be made in Sept 2017, Jan 2018 and April 2018 for 4,333.33 each payment Dollars ($ 13,000.00) with payments to be made as follows:

Respectfully submitted Daniel Steven Chavez

Per _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Note - This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date _____ Signature _____

INVOICE

Reg. 800763

Changing Lives Building Futures

Empowering our Community for Success
1764 Queenstown Drive
San Jose, CA 95132
408-660-9418
Danny Chavez
empoweringourcommunity1@gmail.com

Invoice No : 1001
Date : 8/23/2017
Customer ID : DELMAR001001

Tax No. 47-2643930

Attn: Lulu Song Email: lsong@cuhsd.org
Campbell Union High School District
3235 Union Ave
San Jose , CA 95124

Bill To: ACCT SVCS

Salesperson	Job	Payment Terms	Due Date
Danny Chavez		Due upon receipt	9/23/2017

Quantity	Description	Unit Price	Line Total
1	E.O.C.S. To conduct services at DelMar High School and Boynton High School	$8,666.00	$8,666.00
	Providing Life Skills and Empowerment Groups		
	Invoice for First of three Installments		
	August 2017 Thru November 2018 First Installment	$8,666.00	
	December 2017 Thru Febuary 2018 Second Installment	$8,666.00	
	March 2018 Thru June 2018 Thrid Installment	$8,666.00	
	Per: Abra Evanoff		
	2017- 2018 CONTRACT AGREEMENT		

Subtotal	$	8,666.00
TOTAL	$	8,666.00

Make all checks payable to [Empowering our Community for Success]

THANK YOU FOR YOUR BUSINESS!

BLANCAS CONSTRUCTION, INC
BUILT ON INTEGRITY
LIC# 815807

Invoice

Date	Invoice #
9/11/2017	182

Bill To

Campbell Unified School District
Eric Wasinger, Director
3235 Union Avenue
San Jose, Ca. 95124

P.O. No.	Terms	Due Date
	Net 30	10/11/2017

Project
Bathroom Subfloor Removal and New Subfloor at Del Mar High School

Item	Quantity	Description	Amount	Amount
Bathroom Subfloor R...	1	- Remove existing toilets - Remove existing vinyl flooring and subfloor - Install concrete pear blocks - Install 2x4 and 4x4 pressure treated as needed to support subfloor - Install 1 1/8 inch. of T&G		9,311.27
Metal Canopy	1	- remove roofing panel and structural member - haul off to district office		1,280.00

We appreciate your Business, Thank you!

Total: $10,591.27

oscar@blancasinc.com 831-320-4101 P.O. Box 9533 Salinas, CA. 93915

BLANCAS CONSTRUCTION, INC
BUILT ON INTEGRITY
LIC# 815807

Invoice

Date	Invoice #
9/11/2017	183

Bill To
Campbell Unified School District Eric Wasinger, Director 3235 Union Avenue San Jose, Ca. 95124

P.O. No.	Terms	Due Date
	Net 30	10/11/2017

Project
Gas Line at Branham High School

Item	Quantity	Description	Amount	Amount
Gas Line	1	- Remove existing cabinet and disconnect gas/ sewer/ Waterline - New Gas Line - New Water Line - New Sewer Line -Install Cabinet with existing plumbing fixtures		3,843.53
We appreciate your Business, Thank you!			**Total:**	$3,843.53

oscar@blancasinc.com 831-320-4101 P.O. Box 9533 Salinas, CA. 93915

BLANCAS CONSTRUCTION, INC
BUILT ON INTEGRITY
LIC# 815807

Invoice

Date	Invoice #
9/11/2017	181

Bill To
Campbell Unified School District Eric Wasinger, Director 3235 Union Avenue San Jose, Ca. 95124

P.O. No.	Terms	Due Date
	Net 30	10/11/2017

Project
Intallation of New Drinking Fountains at Del Mar High School

Item	Quantity	Description	Amount	Amount
Drinking Fountain	5	- Demo existing drinking fountain - Demo existing tile and stucco - Demo existing plumbing - New rough plumbing - Rough in electrical - Stucco Patch - Install new tile - Install new drinking fountain Note: work was done at Del Mar High School		23,005.10
We appreciate your Business, Thank you!				**Total:** $23,005.10

oscar@blancasinc.com 831-320-4101 P.O. Box 9533 Salinas, CA. 93915

LABOR AND MATERIAL Per DRINKING FOUNTAIN

Description	Hrs.	Rate	Total
Demo	6.0	80.00	480.00
Rough Plumbing	4.0	125.00	500.00
Carpentry	1.5	112.00	168.00
Electrical	6.0	125.00	750.00
Plaster	6.0	95.00	570.00
tile	6.0	98.25	589.50
Finish Plumbing	4.0	125.00	500.00
	33.5		**3557.50**

Materials

Description	Total		
materials used	424	0.00	424.00

Item	Amount
Labor	3,557.50
Materials	424.00
Overhead and Profit	619.53
Total	4,601.03