

**POSTED: 09/15/23**

**LOS BANOS UNIFIED SCHOOL DISTRICT  
GOVERNING BOARD OF EDUCATION**

**SPECIAL MEETING  
Facilities and Operations Conference Room  
646 Pacheco Blvd., Los Banos, CA 93635  
Monday, September 18, 2023  
4:00 P.M.  
AGENDA**

**I. OPENING BUSINESS**

**A. Call Public Session to Order**

**B. Roll Call of Board Members Present**

Lori Gattuso	Anthony Parreira
Gene Lieb	Marlene Smith
Jessica Moran	Dayna Valadao
Gary Munoz	

**II. PLEDGE OF ALLEGIANCE**

**III. APPROVAL OF AGENDA**

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_  
**Proposed Action:** Approve Agenda

**IV. New Business**

**A. Bid Award Acceptance – Los Banos Elementary Parking Lot (Pg 3)**

It is recommended that the Board accept the bid submitted by Terra West Construction, Inc. for the LBES Parking Lot Improvements Project and approve a Notice of Award and authorize the Superintendent or Designee to sign contract documents and issue the Notice to Proceed.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_  
**Proposed Action:** Approve Bid

V. CONSENT CALENDAR

The Consent Calendar represents routine items acted upon in one motion by roll call vote. The recommendation is for adoption, unless otherwise specified. Any item can be removed for discussion upon request.

A. Agreements

1. Merced Community College District, Adult Education Program (Pg 7)
2. RMA Geoscience, Testing and Inspection Services, LBE Parking Lot Project (Pg 12)
3. Momentum for Health, Mental Health First Aid Training for Staff (Pg 28)

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

**Proposed Action:** Approve Consent Calendar **-ROLL CALL VOTE**

VI. ADJOURNMENT

Americans with Disabilities Act Assistance: Auxiliary aids and services include a wide range of services and devices that promote effective communications for individuals with disabilities. If you require such assistance, please notify the Office of the Superintendent at 826-2135 as soon as possible. Every effort will be made to give primary consideration to expressed preferences or provide equally effective means of communication to insure equal access to Los Banos Unified School District programs and events.

**Board Reference Material**

**SUBJECT TITLE:** **LBES Parking Lot Improvements - Bid Award**

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information           

**RECOMMENDATION:**

It is recommended that the Board accept the bid submitted by Terra West Construction, Inc. for the LBES Parking Lot Improvements Project and approve a Notice of Award and authorize the Superintendent or Designee to sign contract documents and issue the Notice to Proceed.

**BACKGROUND INFORMATION:**

On August 10, 2023, the Board approved authorization to seek bids for the LBES Parking Lot Improvements Project. A mandatory bid walk was held on August 24<sup>th</sup> and again on September 5<sup>th</sup>. The District opened three bids on September 13, 2023.

<u>Contractor:</u>	<u>Bid Amount</u>	<u>Recommendation</u>
Terra West Construction, Inc.	\$ 969,000.00	Accept
Taylor Backhoe Service, Inc. dba TBS Contractors	\$ 1,060,712.00	Reject
Harris Development Corp. dba HBC Enterprises	\$ 1,177,449.00	Reject

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

Goal #3: Create and sustain inspirational learning environments that are safe, drug-free, and conducive to learning.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None

**SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):**

\$969,000.00 paid from Capital Facility Funds

ORIGINATOR: Sherry Munday, Facilities and Special Projects Manager

Date: September 18, 2023

**BID FORM**

**Los Banos Unified School District  
FOT Department  
646 W. Pacheco Blvd.  
Los Banos, CA 93635**

Dear Board Members:

The undersigned doing business under the firm name of:

Terra West Construction, Inc.  
hereby propose and agree to enter into a Contract, to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work described hereinafter and in the Contract Documents:

**LOS BANOS ELEMENTARY SCHOOL PARKING LOT IMPROVEMENTS**

prepared by:

**Blair, Church & Flynn  
Consulting Engineers, Inc.  
451 Clovis Ave., Suite 200  
Clovis, CA 93612**

Nine hundred sixty-nine thousand Dollars  
( \$ 969,000.00 )

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

1030 Gettysburg Avenue, Suite 107  
Clovis, Ca. 93612

Our Public Liability and Property Damage Insurance is placed with:

XL Insurance American, Inc.

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Our Workers' Compensation Insurance is placed with:

Everest Premier Insurance Company

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Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. 1 Date 8/31/23 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. 2 Date 9/1/23 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. 3 Date 9/6/23 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

**NOTE:** Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name : Ramon Medina  
Title: Secretary  
Name of Company as Licensed: Terra West Construction, Inc.  
Business Address: 1030 Gettysburg Avenue, Suite 107  
Clovis, CA. 93612  
Telephone & Fax Number: (559) 252-1356 FAX: (559) 390-0483  
DIR Registration Number & Classification: 1000712658  
Email Address: \_estimating@terrawestconstruction.com  
California Contractor License No.: 924631  
Class and Expiration Date: Class A, Expires 10/31/2024  
State of Incorporation, if Applicable: CA

(X) Evidence of authority to bind corporation is attached.

Dated: September 13, 2023

Signed: 

**Board Reference Material**

**SUBJECT TITLE:**       **Merced Community College District (MCCD) - California Adult Education Program (CAEP)**

**REQUESTED ACTION:**   Approve

                          Action   X  

                          Discussion/Information \_\_\_\_\_

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**RECOMMENDATION:**

It is recommended the Board approve an agreement between MCCD and Los Banos Unified (LBUSD) for CAEP.

**BACKGROUND INFORMATION:**

The purpose of the agreement is to establish the fiscal administration and distribution of funds for the CAEP documents submitted pursuant to an award by the California Department of Education and California Community Colleges Chancellor’s Office.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

Supports Board Goal #1

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None.

**SPECIFIC FINANCIAL IMPACT (Include impact on School District Facilities):**

None.

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**ORIGINATOR:**       Sean Richey Ed.D., Chief Academic Officer  
**Date:**               September 18, 2023

**Agreement between Merced Community College District and  
Los Banos Unified School District for  
California Adult Education Program (CAEP)  
July 01, 2023 through June 30, 2024**

The purpose of this Agreement is to establish the fiscal administration and distribution of funds for the California Adult Education Program's (CAEP) documents submitted pursuant to an award by the California Department of Education and California Community Colleges Chancellor's Office (CCCCO).

**RECITALS**

Whereas The Merced Community College District (MCCD) is the Fiscal Agent and Administrator for the regional Gateway Adult Education Network (GAEN) project partners for the 2023 – 2024 CAEP Award; and,

Whereas MCCD and each participating GAEN partner institution (hereafter referred to as AGENCY) are required to enter into an agreement as a condition for the fiscal administration and distribution of funds from the Program;

Therefore, MCCD and AGENCY agree as follows:

1. The expenditure of these funds shall be in compliance with all CCCCOC required planning and reporting documents as specified, including – AEP Program Guidance and Allowable Usage, Consortium Fiscal Administration Declaration (CFAD), Merced GAEN Consortium CAEP Three Year Plan, Three Year Plan Update, Annual Plan (available at the California Community Colleges' NOVA System) and the CCCCOC Budget and Accounting Manual (BAM).
2. MCCD, as Fiscal Agent to the GAEN Consortium for the CAEP, agrees to provide apportion funds to each member of the consortium pursuant to the consortium's adult education plan within 45 days of receiving funds appropriated for the program.
3. MCCD agrees to provide the following services as Fiscal Administrator to the GAEN Consortium for the CAEP
  - Develop consortium and member fiscal budget templates based on CAEP approved plan.
  - Coordinate fiscal meetings with the assistance of the CAEP Program Coordinator.
  - Certify the accounting and budget data with the CCCCOC on behalf of the consortium.
  - Maintain consortium approved annual budgets and budget transfers.
  - Coordinate the collection of financial data for reporting.
  - Provide Quarterly Financial Status Report to the GAEN Board.
  - Provide fiscal updates as scheduled to GAEN Board.
  - Attend regularly scheduled GAEN Board meetings.
  - Periodically meet with peer agencies to review budget information.
  - Perform periodic peer audits to assure compliance with appropriate state and accounting requirements.
  - Contract and coordinate audit services for the consortium as needed.
4. The term of this Agreement shall be from July 1, 2023 through June 30, 2024 and shall include additional time extensions provided and/or approved by the CCCCOC.



## **PROGRAM**

By this Agreement, Agency agrees that all services provided under this agreement shall comply with the AEP Program Guidance and Allowable Usage, the CAEP Consortium Fiscal Administration Declarations (CFAD) (Attachment A), and any subsequently agreed upon modifications. The terms and conditions and reporting requirements of the CCCCCO include those currently specified in Merced GAEN Consortium CAEP Three Year Plan, Three Year Plan Update, Annual Plan (available at the California Community Colleges' NOVA System) and the CCCCCO Budget and Accounting Manual (BAM) available at the Chancellor's Office website.

## **ASSURANCES**

1. Participant agencies will report and provide supporting documentation for all expenses, which may include purchase orders, general ledger printouts, time and effort records and/or other payroll records, as specified by MCCD in order to maintain compliance with CCCCCO requirements, quarterly by the 15th day of the following month. Further, each partner shall provide a final reconciliation of expenditures for each reporting period, no later than 15 days prior to the Chancellor's Office reporting deadlines. At the discretion of the GAEN Consortium Board or Project Coordinator, such documentation may also include narrative descriptions of how the expenditures are in compliance with the annual and three year plans of the GAEN Consortium, or other documentation related to the Agency's scope of work. Agency will submit the expenditure report and all supporting documentation to MCCD at the time and in the manner specified, or later modified, by MCCD.
2. The expenditure of these funds shall be in compliance with all CCCCCO required planning and reporting documents as specified, including- AEP Program Guidance and Allowable Usage, Consortium Fiscal Administration Declaration, Merced GAEN Consortium CAEP Three Year Plan, Three Year Plan Update, Annual Plan (available at the California Community Colleges' NOVA System) and the CCCCCO Budget Allocation Manual (BAM) available at the Chancellor's Office website.
3. The agencies will assure and maintain complete and accurate accounting records and reporting in compliance with all required and established reporting and accounting rules and guidelines.
4. Ensure, where required, that all CCCCCO procurement processes and requirements are followed.
5. Provide annual inventory of capitalized equipment purchased with program funds upon request from MCCD.
6. Requests for budget modifications will be submitted to the Fiscal Administrator for validation then provided to the Project Coordinator and approved by the GAEN Governing Board according to Board agreements, with final approval by CCCCCO. In the case that the California Community College Chancellors Office determines that any expenditures are disallowed, Agency will accept full liability.
7. No construction cost shall be reimbursed unless prior approval is obtained from the CCCCCO. It is the responsibility of the Agency to obtain such approval in writing. Expenditures for construction costs incurred prior to obtaining CCCCCO approval shall be at Agency's own risk.
8. Records and Audit: In accordance with the CAEP, the agency agrees to provide fiscal records to the Fiscal Administrator on a pre-determined basis. Both Fiscal Administrator and the agencies shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this agreement.
9. Provide quarterly financial reports to Fiscal Administrator according to approved schedule.

## **PAYMENT TERMS AND SCHEDULE**

1. To implement the Agreement, MCCD will provide payment to AGENCY, the amount defined as per the Consortium Fiscal Administration Declaration of the GAEN Consortium Board.
2. Payments shall be distributed according to the following schedule or as funds are disbursed by the State:
  - a. July 2023 through June 2024: 1 payment each month, equaling 1/12 of the member's total allocation from received and available apportionment.
3. The Fiscal Administrator shall receive in its allocation and hold separate from its regular adult education program, and from other funds, the amount up to 5% of the CAEP consortium budget for the ongoing management and maintenance of the fiscal reports and records for the GAEN Consortium.
4. The funds shall be received in line with all other consortia disbursements and paid to the agencies within 45 days of receipt of allocation.
5. Modifications
  - a. Any changes to this MOU must be agreed to in writing by both parties. Should changes in legislation or State funding occur that necessitate revision of this MOU, the GAEN membership and MCCD shall meet to revise accordingly.
  - b. All funding commitments contained herein are contingent on continued funding by the State of California. Should the State modify its funding commitment, this MOU shall be revised accordingly.

## **INDEMNIFICATIONS AND INSURANCE**

1. The AGENCY shall defend, indemnify and hold harmless MCCD and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, costs (including without limitation costs and fees of litigation) arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Agency its employees, agents, subcontractors, independent contractors, consultants, other representatives, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of District.
2. The AGENCY shall secure and maintain at all times during the Term, at their respective sole expense, commercial general liability or a comparable program of self-insurance at a minimum of One million dollars (\$1,000,000) per occurrence and Three million dollars (\$3,000,000) in aggregate for bodily injury, personal injury and property damage; automotive liability insurance at a minimum of One million dollars (\$1,000,000) per accident for bodily injury. The policies shall be endorsed to name Merced Community College District, its trustees, officers, agents, employees, and volunteers as additional insured. Statutory Workers' Compensation coverage, including employers' liability limits of One million dollars (\$1,000,000) per accident if and as required by the State of California is required of employers. Such policies will provide for notification at least thirty (30) days in advance of a material modification or cancellation of coverage. Insurance carriers of the policies required above shall maintain during the contract term, a Best Key Rating of A: VII or higher.

## **MUTUAL TERMINATION**

Either party may terminate this Agreement upon 45 days' written notice to the other.

**SIGNATURES:**

Agency

Los Banos Unified School District

\_\_\_\_\_  
Dr. Mark Marshall  
Superintendent

Date\_\_\_\_\_

Merced Community College District

\_\_\_\_\_  
Joe Allison  
Vice President, Administrative Services

Date\_\_\_\_\_

\_\_\_\_\_  
Chris Vitelli, Ed.D.  
Superintendent/President

Date\_\_\_\_\_

**Board Reference Material**

**SUBJECT TITLE: Los Banos ES Parking Lot Project – Material Testing and Special Inspection Services Agreement**

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information           

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**RECOMMENDATION:**

It is recommended that the Board approve the Material Testing and Special Inspections Services Agreement between RMA Geoscience and Los Banos Unified School District for the Los Banos ES Parking Lot Project.

**BACKGROUND INFORMATION:**

The District is required to conduct Materials Testing and Special Inspections per the Los Banos ES Parking Lot plans and specifications designed by Blair Church & Flynn. RMA GeoScience’s scope of services will include testing of earthwork, structural concrete, storm drain, and completion of reporting requirements on behalf of the District.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

Goal #3: Create and sustain inspirational learning environments that are safe, drug-free, and conducive to learning.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

N/A

**SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):**

\$10,220.00.00 paid through Capital Facilities Funds.

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ORIGINATOR: Sherry Munday, Facilities and Special Projects Manager

Date: September 18, 2023



Proposal No: 07-230744-P

September 14, 2023

Attn: Sherry Munday  
Los Banos Unified School District  
646 Pacheco Blvd  
Los Banos, CA 93635

**Subject: Proposal to Provide Construction Materials Testing and Special Inspections (MTSI) Services**  
Los Banos Elementary School - Parking Lot Improvements Project  
1260 7th Street  
Los Banos, CA

Dear Sherry Munday;

In response to your request, we propose to provide construction inspection and testing services for the Los Banos Elementary School - Parking Lot Improvements Project located in Los Banos, CA.

## **PROJECT UNDERSTANDING**

We understand that the project will consist of scope is to removal and replacement of an existing asphalt parking lot with related site improvements. Based on our review of plans by Blair, Church & Flynn Consulting Engineers dated 6/12/2023, we understand that construction inspection and testing services will be required during onsite earthwork, storm drain trench backfilling, and asphalt pavement scopes of work. RMA GeoScience has prepared this proposal to outline the scope of work required to provide services in accordance with the project requirements.

## **SCOPE OF WORK**

Description of the material testing and inspection tasks required and an estimate of the costs associated with our work are detailed herein.

### **Compaction Testing of Subgrade and Aggregate Base Rock (AB)**

This of service will consist of materials testing included in the plans of the subgrade in the construction of new parking lot and related site improvements. These services will include in place density testing of subgrade soils using the nuclear gauge. Laboratory testing will be performed to determine the laboratory test maximum density of the soils in accordance with ASTM 1557. A written report summarizing the results of all tests performed will be prepared upon completion of the work.

### **Observation and Testing of Storm Drain Trench Backfill**

This of service will consist of materials testing of subgrade soils and aggregate base included in the plans for the backfilling of the storm drain replacement. These services will include in place density testing of subgrade soils using the nuclear gauge. Laboratory testing will be performed to determine the laboratory test maximum density of the soils in accordance with ASTM 1557. A written report summarizing the results of all tests performed will be prepared upon completion of the work.



**Compaction Testing for Asphalt Concrete Pavements**

This scope of service will consist of materials testing of asphaltic concrete used in the construction of the roadway pavement lab testing. These services will include monitoring the temperature and rolling procedure and the determination of the in place density testing of asphalt concrete using the nuclear gauge ASTM 1557 method. A written report summarizing the results of all tests performed will be prepared upon completion of the work.

**Project Administration, Engineering Oversight, and Reporting**

This scope of work will include all administrative, project management, engineering oversight, and reporting. This may include, but is not limited to, ensuring RMA GeoScience has all necessary documents and information needed to complete the requested work, reviewing plans and specifications, dispatching services, reviewing both lab and daily reports, distribution, and invoicing time.

**TERMS**

We propose to perform the previously described services on an hourly or test rate basis in accordance to the attached fee schedule. Our estimate is based on information given to RMA GeoScience by Blair, Church & Flynn and the following assumed construction durations. Our estimate of charges for the proposed services is as follows:

<b>Construction Activity</b>	<b>Estimated Quantity</b>	<b>Duration and/or Allocated Hours</b>	<b>Estimated Costs</b>
Compaction Testing of Subgrade	9 trips	4hrs.	\$4,889.00
Observation and Testing of Storm Drain	3 trips	4hrs.	\$1,389.00
Compaction Testing for Asphalt Concrete Pavements	2 trips	10hrs.	\$2,552.00
Project Administration, Engineering Oversight, and Reporting			\$1,390.00
		<b>TOTAL</b>	<b>\$10,220.00</b>

Our estimate may vary due to circumstances that may develop during the course of the work or due to extended construction duration. If a change in the scope of work becomes necessary due to unforeseen conditions, which will increase the charges, we will obtain your authorization before proceeding.

Invoices for our services will be rendered at the completion of the work and upon completion of the report. Invoices are due and payable upon presentation. Should the duration of the job exceed one month, monthly invoices will be presented for services performed.

Any amount not paid within 30 days of the date due will bear interest at a rate of 18% per annum. In the event legal action is instituted to enforce this agreement, the prevailing party will be entitled to reasonable attorney fees.



**PROFESSIONAL INSURANCE**

We maintain the following insurance coverage. Certificates of insurance will be provided upon request. However, our professional liability insurance carrier (errors and omissions) will not name any additional insured.

General liability	\$1,000,000.00 limit
Professional Liability	\$1,000,000.00 limit
Workmen's Compensation	\$1,000,000.00 limit

**CLOSURE**

RMA GeoScience does not guarantee the performance of the contractor(s) by performing these services. RMA GeoScience’s performance of these services shall not relieve the contractor(s) of his obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make RMA GeoScience an insurer of the contractor’s performance; and shall not impose on RMA GeoScience any obligation to see that the work is performed in a safe manner.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project and can begin our work upon receipt of your notice to proceed and receipt of a signed copy of this proposal authorizing us to perform these professional services. If you have any questions regarding this proposal, please contact the undersigned Project Manager.

Authorized By:  
**Los Banos Unified School District**

Submitted By:  
**RMA GeoScience**

\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
John Mendrin  
Senior Project Manager

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)



**ESTIMATE WORKSHEET**

**Compaction Testing of Subgrade and Aggregate Base Rock (AB)**

Item	Quantity	Unit	Unit Price	Total
Pick-up and Delivery of Test Specimens	4	HR	\$68.00	\$272.00
Soils Engineering Technician (Based on 5x trips for subgrade and 4x trips for AB testing)	36	HR	\$102.00	\$3,672.00
ASTM D1557 Max Density Optimum Moisture (Based on 1x native soil and 1x AB lab curve)	2	EA	\$210.00	\$420.00
Nuclear Density Test Gauge	9	DAY	\$25.00	\$225.00
Trip Charge	10	EA	\$30.00	\$300.00
	<b>Subtotal:</b>			<b>\$4,889.00</b>





**ESTIMATE WORKSHEET**  
**Observation and Testing of Storm Drain Trench Backfilling**

Item	Quantity	Unit	Unit Price	Total
Soils Engineering Technician (Based on 3x trips)	12	HR	\$102.00	\$1,224.00
Nuclear Density Test Gauge	3	DAY	\$25.00	\$75.00
Trip Charge	3	EA	\$30.00	\$90.00
	<b>Subtotal:</b>			<b>\$1,389.00</b>



**ESTIMATE WORKSHEET**  
**Compaction Testing for Asphalt Concrete Pavements**

Item	Quantity	Unit	Unit Price	Total
Public Works Inspector - Asphalt Paving (Based on 2x paving days)	16	HR	\$111.00	\$1,776.00
Public Works Inspector - Asphalt Paving Overtime (Based on 2x paving days at 10-hr. day each)	4	HR	\$166.50	\$666.00
Nuclear Density Test Gauge	2	DAY	\$25.00	\$50.00
Trip Charge	2	EA	\$30.00	\$60.00
	<b>Subtotal:</b>			<b>\$2,552.00</b>



**ESTIMATE WORKSHEET**  
**Project Administration, Engineering Oversight, and Reporting**

Item	Quantity	Unit	Unit Price	Total
Project Manager - Office	4	HR	\$145.00	\$580.00
Project Engineer - Office	2	HR	\$165.00	\$330.00
Administrative	8	HR	\$60.00	\$480.00
	<b>Subtotal:</b>			<b>\$1,390.00</b>



2023 PW Schedule of Fees and General Terms

**Personnel Charges - Professional Staff**

Product Name	Units	Rate (\$)
Administrative	HR	\$60.00
Principal Engineer - Office	HR	\$175.00
Principal Engineer - Field	HR	\$175.00
Principal Engineer - Consultation	HR	\$175.00
Principal Engineer - Job Conference	HR	\$175.00
Principal Engineer - Expert Witness	HR	\$175.00
Principal Engineer - Court Appearance	HR	\$175.00
Project Engineer - Office	HR	\$165.00
Project Engineer - Field	HR	\$165.00
Project Engineer - Consultation	HR	\$165.00
Project Engineer - Job Conference	HR	\$165.00
Staff Engineer - Office	HR	\$135.00
Staff Engineer - Field	HR	\$135.00
Drafting	HR	\$85.00
Project Manager - Office	HR	\$145.00
Project Manager - Field	HR	\$145.00
Project Manager - Job Conference	HR	\$145.00
Principal Geologist - Office	HR	\$175.00
Principal Geologist - Field	HR	\$175.00
Principal Geologist - Consultation	HR	\$175.00
Principal Geologist - Job Conference	HR	\$175.00
Principal Geologist - Expert Witness	HR	\$175.00
Principal Geologist - Court Appearance	HR	\$175.00
Project Geologist - Office	HR	\$165.00
Project Geologist - Field	HR	\$165.00
Project Geologist - Consultation	HR	\$165.00
Project Geologist - Job Conference	HR	\$165.00
Staff Geologist - Office	HR	\$135.00
Staff Geologist - Field	HR	\$135.00

**Personnel Charges - Field Staff**

Product Name	Units	Rate (\$)
Soils Engineering Technician	HR	\$102.00
Soils Technician Compaction Testing	HR	\$102.00
Soils Technician Rough Grading	HR	\$102.00
Soils Technician Retesting	HR	\$102.00
Public Works Inspector	HR	\$111.00
Public Works Technician	HR	\$110.00
Public Works Inspector - Asphalt Paving	HR	\$111.00
Public Works Inspector - Asphalt Plant	HR	\$111.00
Public Works Inspector - Concrete Paving	HR	\$111.00
Public Works Inspector - Concrete Plant	HR	\$111.00
Public Works Technician - Asphalt	HR	\$110.00
Public Works Technician - Concrete	HR	\$110.00
Laboratory Technician - Field Lab	HR	\$88.00
Building Inspector	HR	\$125.00
Special Inspector (ICC)	HR	\$104.00
Mechanical   Electrical Inspector	HR	\$125.00
Special Inspector Reinforced Concrete	HR	\$104.00
Special Inspector Prestressed Concrete	HR	\$104.00

Los Banos Unified School District  
 Los Banos ES - Parking Lot Improvements Project  
 Los Banos, CA

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Special Inspector Concrete Batch Plant	HR	\$104.00
ACI Concrete Technician	HR	\$104.00
Pick-up and Delivery of Test Specimens	HR	\$68.00
ID Reinforcing or Structural Steel	HR	\$104.00
Special Inspector Fire Proofing	HR	\$108.00
Special Inspector Post Installed Anchors	HR	\$104.00
Special Inspector Roofing/Waterproofing	HR	\$108.00
Special Inspector Masonry	HR	\$105.00
Special Inspector Masonry (DSA)	HR	\$111.00
Special Inspector Shotcrete	HR	\$111.00
Special Inspector Post Tensioned Conc.	HR	\$111.00
Special Inspector Fire Stopping	HR	\$108.00
AWS Certified Welding Inspector- Field	HR	\$105.00
AWS Certified Welding Inspector- Shop	HR	\$98.00
Special Inspector Structural Steel	HR	\$105.00
Special Inspector High Strength Bolting	HR	\$105.00
Special Inspector Wood Construction	HR	\$104.00
Non Destructive Testing ASNT Level II	HR	\$110.00
Special Inspector Coatings (NACE)	HR	\$110.00
Special Inspector Fiber Wrap	HR	\$108.00
Pull   Torque Testing Technician	HR	\$104.00
Project Inspector (IOR)	HR	\$145.00
Asphalt Coring Technician	HR	\$108.00
Concrete Coring Technician	HR	\$108.00
Field Supervisor	HR	\$110.00
Field Supervisor	HR	\$110.00
Field Supervisor	HR	\$110.00
Quality Control Manager	HR	\$135.00
Mix Design Review	HR	\$330.00

### Laboratory Tests - Steel

Product Name	Units	Rate (\$)
ASTM E605 Spray Applied Fireproofing Den	EA	\$95.00
ASTM A370 Rebar Tension up to #8	EA	\$40.00
ASTM A370 Rebar Tension #9 to #11	EA	\$50.00
ASTM A370 Rebar Tension #14	EA	\$80.00
ASTM A370 Rebar Tension #18	EA	\$120.00
ASTM A370 Bend Test Rebar up to #8	EA	\$30.00
ASTM A370 Bend Test Rebar #9 to #11	EA	\$40.00
ASTM A370 Bend Test Rebar #14	EA	\$80.00
ASTM A370 Bend Test Rebar # 18	EA	\$120.00
ASTM A370 Headed Bar Prod. Lot up to #8	LOT	\$200.00
ASTM A370 Headed Bar Prod. Lot #9 to #11	LOT	\$250.00
ASTM A370 Headed Bar Prod. Lot #14	LOT	\$380.00
ASTM A370 Headed Bar Prod. Lot #18	LOT	\$500.00
ASTM A416 Stress-Strain Analysis	EA	\$175.00
ASTM A416 Tensile Test Only	EA	\$125.00
ASTM A370 Tensile Up to 100K lbs. (Each)	EA	\$50.00
ASTM A370 Tensile Up to 200K lbs. (Each)	EA	\$55.00
ASTM A370 Tensile Up to 400K lbs. (Each)	EA	\$110.00
ASTM A370 Tensile Up to 300K lbs. (Each)	EA	\$65.00
ASTM A370 Tensile 400K - 500K lbs. (Each)	EA	\$300.00

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ASTM A370 Tensile Stress-Strain Percent	EA	\$150.00
AWS Weld: Macroetch	EA	\$75.00
AWS Weld: Fracture	EA	\$50.00
AWS Bend Test	EA	\$50.00
ASTM A370 Rockwell Hardness (Each)	EA	\$75.00
Steel Chemical Analysis	EA	\$150.00
ASTM F606 Bolt Axial Tensile to 7/8"	EA	\$40.00
ASTM F606 Bolt Wedge Tensile to 7/8"	EA	\$55.00
ASTM F606 Bolt Wedge Tens 7/8" to 1 1/2"	EA	\$75.00
ASTM F606 Bolt: Axial 7/8" - 1 1/2"	EA	\$60.00
ASTM F606 Bolt: Proof Load up to 7/8"	EA	\$65.00
ASTM F606 Bolt: Proof Load up to 1 1/2"	EA	\$85.00
ASTM F606 Nut: Proof Load up to 7/8"	EA	\$45.00
ASTM F606 Nut: Proof Load up to 1 1/2"	EA	\$65.00

### Laboratory Tests - Soil

Product Name	Units	Rate (\$)
ASTM D4318 Plasticity Index of Soils	EA	\$250.00
ASTM D1883 California Bearing Ratio	EA	\$450.00
ASTM D2435 Consolidation	EA	\$200.00
ASTM D2435 Consolidation with Time Rate	EA	\$250.00
ASTM D3080 Direct Shear, Consol&Drained	EA	\$325.00
ASTM D4829 Expansion Index of Soils	EA	\$175.00
ASTM D2166 Unconfined Comp Strength	EA	\$250.00
ASTM D5333 Hydro Collapse Potential	EA	\$175.00
ASTM D2050 Tri-Axial Shear Strength	EA	\$350.00
ASTM D2937 In-Place Density, Drive Cyl	EA	\$45.00
ASTM D2216 Soil Moisture Content by Mass	EA	\$25.00
ASTM D698 Maximum Density Std Effort	EA	\$210.00
ASTM D1557 Max Density Optimum Moisture	EA	\$210.00
ASTM D2974 Moisture, Ash, Organic Matter	EA	\$75.00
ASTM D4972 pH of Soils	EA	\$80.00
ASTM D2844 R-Value & Expansive Pressures	EA	\$325.00
ASTM D2419 Sand Equivalent	EA	\$120.00
ASTM D2434 Const Head Permeability Test	EA	\$350.00
ASTM D422 Sieve Analysis of Soil	EA	\$250.00
ASTM D1140 Materials Finer than #200	EA	\$100.00
ASTM D422 Hydrometer Analysis	EA	\$175.00
ASTM D854 Specific Gravity of Soils	EA	\$195.00
ASTM D4546 Swell Potential	EA	\$175.00
ASTM D4943 Shrinkage Factor by Resin	EA	\$190.00
ASTM D559 Soil Cement Sample Preparation	EA	\$100.00
ASTM D558 Soil-Cement Maximum Density	EA	\$275.00
ASTM D1633 Compression Test Soil Cement	EA	\$75.00
AASHTO T100 Specific Gravity of Soils	EA	\$200.00

### Laboratory Tests - Masonry

Product Name	Units	Rate (\$)
ASTM C140 Block Compressive Strength	SET	\$65.00
ASTM C140 Block Moisture & Absorption	SET	\$75.00
ASTM C426 Block Linear Shrinkage	SET	\$275.00
ASTM C140 Block Unit Wt. & Dimensions	SET	\$195.00

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ASTM C90 Masonry Block Conformance	SET	\$550.00
ASTM C67 Brick Compressive Strength	SET	\$85.00
ASTM C67 Brick Moisture & Absorption	SET	\$75.00
ASTM C67 Brick 5 Hour Boil	EA	\$95.00
ASTM C67 Brick Modulus of Rupture	EA	\$95.00
ASTM C780 Mortar Cylinder Compression	EA	\$30.00
ASTM C1019 Grout Prism Compression	EA	\$30.00
ASTM C1314 Masonry Core Comp Str 8" Max	EA	\$65.00
ASTM C1314 Masonry Core Shear Str 8" Max	EA	\$75.00
ASTM E519 Assemblage Comp Str 8" Block	EA	\$85.00
ASTM E519 Assemblage Comp Str 16" Block	EA	\$125.00
ASTM E519 Assemblage Comp Str 12" Block	EA	\$100.00
ASTM C109 Compressive Strength 2" Cube	EA	\$30.00

### Laboratory Tests - Concrete

Product Name	Units	Rate (\$)
ASTM C39 Concrete Cyl Cured or Tested	EA	\$25.00
ASTM C42 Compressive Strength, Core	EA	\$65.00
ASTM C39 Cyl Tested out of Sequence	EA	\$35.00
ASTM C495 Lightweight Concrete Strength	EA	\$45.00
ASTM C78 Flexural Strength, Beam	EA	\$85.00
ASTM C1140 Shotcrete Panel Test	SET	\$250.00
ASTM C138 Unit Weight of Concrete	EA	\$55.00
ASTM C649 Concrete Modulus of Elasticity	EA	\$150.00
ASTM C157 Concrete Shrinkage (Set of 3)	SET	\$450.00
ASTM C496 Splitting Tensile Test	EA	\$90.00
ASTM C495 Density - Lightweight Concrete	EA	\$175.00
AASHTO T336 Coefficient of Thermal Exp	EA	\$500.00

### Laboratory Tests - Caltrans

Product Name	Units	Rate (\$)
CT202 Sieve Analysis, Combined Agg	EA	\$180.00
CT202 Sieve Analysis, Fine Agg	EA	\$150.00
CT235 Flat and Elongated Particles	EA	\$285.00
CT202 Sieve Analysis, Coarse Agg	EA	\$135.00
CT205 Percentage Crushed Particles	EA	\$150.00
CT206 Specific Gravity, Coarse Aggregate	EA	\$125.00
CT207 Specific Gravity, Fine Aggregate	EA	\$165.00
CT208 Apparent Specific Gravity of Fines	EA	\$200.00
CT229 Durability Index	EA	\$300.00
CT234 Angularity & Voids, Fine Agg	EA	\$195.00
CT211 Abrasion, Los Angeles Rattler	EA	\$250.00
CT227 Cleaness Value	EA	\$285.00
CT213 Organic Impurities in Sand	EA	\$95.00
CT214 Soundness by Sodium Sulfate	EA	\$375.00
CT226 Moisture Content by Oven Drying	EA	\$25.00
CT217 Sand Equivalent	EA	\$120.00
CT308(A) Core Density Paraffin Coated	EA	\$50.00
CT308(C) Core Density SSD	EA	\$45.00
CT303 Approximate Bitumen Ratio	EA	\$250.00
CT304/308(A) LTMD Kneading Compactor	EA	\$325.00
CT305 Swell of Bituminous Mixtures	EA	\$350.00

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CT366 Stabilometer Value	EA	\$265.00
CT308(A)/366 Stability and Density	EA	\$325.00
CT308(C)/366 Stability and Density	EA	\$325.00
CT309 Maximum Theoretical Density	EA	\$200.00
CT370 Moisture Content by Microwave	EA	\$75.00
CT379 Asphalt Content Nuclear Gauge	EA	\$200.00
CT382 Asphalt Content by Ignition	EA	\$185.00
CT382 Ignition Oven Correction Factor	EA	\$300.00
CT371 Tensile Strength Ratio	EA	\$1,100.00
CT302 Film Stripping	EA	\$250.00
CT521 Concrete Cyl Compressive Strength	EA	\$25.00
CT523 Concrete Flexural Strength, Beam	EA	\$85.00
CT531 Length of Drilled Concrete Cores	EA	\$45.00
CT550 Surface Abrasion of Concrete	EA	\$400.00
CT534 Water Retention, Liq Curing Cmpnd	EA	\$425.00
CT521 Compressive Strength LCB	EA	\$25.00
CT524 RSC Flexural Strength, Beam	EA	\$85.00
CT515 Relative Mortar Strength, PCC Sand	EA	\$600.00
CT670 Tensile Strength up to #8	EA	\$50.00
CT670 Tensile Strength #8 - #11	EA	\$75.00
CT670 Tensile Strength #14	EA	\$100.00
CT670 Tensile Strength #18	EA	\$150.00
CT 52-1-08C Slip Test	EA	\$150.00
CT670 Operator Qualification up to #8	LOT	\$350.00
CT670 Operator Qualification #9 - #11	LOT	\$400.00
CT670 Operator Qualification #14	LOT	\$600.00
CT670 Operator Qualification #18	LOT	\$850.00
CT670 Operator Qualification up to #8	EA	\$300.00
CT670 Operator Qualification #9 - #11	EA	\$350.00
CT670 Operator Qualification #14	EA	\$450.00
CT670 Production Lot up to #8 (Service)	LOT	\$250.00
CT670 Operator Qualification #18	EA	\$600.00
CT670 Production Lot #9 to #11 (Service)	LOT	\$300.00
CT670 Production Lot #14 (Service)	LOT	\$400.00
CT670 Production Lot #18 (Service)	LOT	\$550.00
CT670 Production Lot #9 to #11(Ultimate)	LOT	\$350.00
CT670 Production Lot up to #8 (Ultimate)	LOT	\$300.00
CT670 Production Lot #14 (Ultimate)	LOT	\$550.00
CT670 Production Lot #18 (Ultimate)	LOT	\$750.00
CT204 Plasticity Index, Atterberg	EA	\$225.00
CT209 Specific Gravity of Soil	EA	\$200.00
CT216 CA Impact Max Density	EA	\$225.00
CT216 CA Impact, Rock Correction	EA	\$45.00
CT301 Resistance R-Value Stabilometer	EA	\$320.00
CT417 Soluble Sulfates	EA	\$95.00
CT422 Chloride Content	EA	\$80.00
CT643 Resistivity and pH	EA	\$95.00

### Laboratory Tests - Asphalt

Product Name	Units	Rate (\$)
ASTM D2726 Core Density (SSD)	EA	\$45.00
ASTM D1188 Core Density Parafilm Coated	EA	\$50.00

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ASTM D6926 Lab Max Density Marshall	EA	\$250.00
ASTM D6927 Marshal Stability and Flow	EA	\$325.00
ASTM D1561 LTMD Kneading Compactor	EA	\$260.00
ASTM D1560 Hveem Stability and Density	EA	\$325.00
ASTM D1560 Hveem Stability	EA	\$225.00
ASTM D2041 Maximum Theoretical Density	EA	\$195.00
ASTM D6307 Ignition Oven Calibration	EA	\$300.00
ASTM D6307 Asphalt Content by Ignition	EA	\$185.00
ASTM D2172 Asphalt Content by Solvents	EA	\$275.00
ASTM D4125 Asphalt Content Nuclear Gauge	EA	\$250.00
ASTM D5444 Gradation of Extracted Agg	EA	\$200.00
ASTM D244 Emulsion Residue Evaporation	EA	\$175.00
ASTM D244 Emulsion Sieve Analysis	EA	\$115.00
ASTM D3910 Wet Track Abrasion	EA	\$150.00
AASHTO T324 Hamburg Wheel Tracking Test	EA	\$900.00
AASHTO T283 Tensile Strength Ratio	EA	\$1,100.00
AASHTO T312/T275 LTMD Gyratory Compactor	EA	\$325.00
AASHTO T308 Asphalt Content by Ignition	EA	\$185.00
AASHTO T209 Theoretical Maximum Density	EA	\$195.00
AASHTO T312/T275 LTMD Gyratory Comp RHMA	EA	\$325.00
AASHTO T308A AC Correction Factor	EA	\$350.00

### Laboratory Tests - Aggregates

Product Name	Units	Rate (\$)
ASTM C131 Abrasion, Los Angeles Rattler	EA	\$350.00
ASTM C40 Organic Impurities in Fine Agg	EA	\$95.00
ASTM C127 Specific Gravity, Coarse Agg	EA	\$150.00
ASTM C1252 Angularity & Voids, Fine Agg	EA	\$175.00
ASTM C128 Specific Gravity, Fine Agg	EA	\$175.00
ASTM C566 Moisture Content by Drying	EA	\$20.00
ASTM C117 Materials Finer than No. 200	EA	\$100.00
ASTM D2419 Sand Equivalent	EA	\$120.00
ASTM C289 Alkali-Silica Reactivity	EA	\$500.00
ASTM D4791 Flat & Elongated Particles	EA	\$275.00
ASTM D5821 Percent Fractured Particles	EA	\$150.00
ASTM C123 Percent Lightweight Particles	EA	\$200.00
ASTM C88 Soundness by Sodium Sulfate	EA	\$400.00
ASTM C136 Sieve Analysis, Combined Agg	EA	\$175.00
ASTM C136 Sieve Analysis, Fine Agg	EA	\$150.00
ASTM C136 Sieve Analysis, Coarse Agg	EA	\$135.00
ASTM C142 Clay Lumps & Friable Particles	EA	\$190.00
AASHTO T304 Angularity & Voids in Fines	EA	\$165.00
AASHTO T84 Specific Gravity, Fine Agg	EA	\$175.00
AASHTO T85 Specific Gravity, Coarse Agg	EA	\$150.00
AASHTO T96 Abrasion, Los Angeles Rattler	EA	\$250.00
AASHTO T27 Sieve Analysis, Combined Agg	EA	\$175.00
AASHTO T27 Sieve Analysis, Fine Agg	EA	\$150.00
AASHTO T27 Sieve Analysis, Coarse Agg	EA	\$135.00
AASHTO T176 Sand Equivalent	EA	\$120.00
AASHTO T335 Crushed Particles	EA	\$150.00

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**Equipment Charges**

Product Name	Units	Rate (\$)
Portable Drilling Equipment w/ Operator	HR	\$400.00
Mobile Laboratory Trailer & Testing Equipment	DAY	\$450.00
Stationary Laboratory Trailer & Testing Equipment	MO	\$450.00
Mileage	MILE	Quote
Trip Charge (Due to increases in fuel costs, you will be charged a trip charge)	EA	\$30.00
Diamond Bit Core Rig and Generator	DAY	\$400.00
Nuclear Density Test Gauge	DAY	\$25.00
Hand Held Turbidity Meter	DAY	\$20.00
Ultrasonic Test Unit and Consumables	DAY	\$50.00
Magnetic Particle Test Unit	DAY	\$50.00
Skidmore	DAY	\$50.00
Schmidt Hammer	DAY	\$50.00
Torque Wrench	DAY	\$50.00
Proof Load Testing Equipment	DAY	\$100.00
Drilling Equip Mobilization / De-Mob	EA	\$600.00
ASTM C1028 Coefficient of Friction	DAY	\$350.00
Mini Environmental Quality Meter	DAY	\$250.00
Inertial Profiler	DAY	\$1,800.00
Materials / Supplies	LS	Quote
Misc Permits	LS	Quote
Misc Fees	HR	Quote
Misc Subconsultant	LS	Quote
Set of Aerial Photographs	EA	Quote
Blueprinting	EA	Quote
Dutch Cone Penetrometer with Operator	HR	\$250.00
Hollow Stem Auger Drill Rig w/ Operator	HR	\$350.00
Portable Drilling Equipment w/ Operator	HR	\$400.00
Bucket Auger Drill Rig with Operator	HR	\$450.00
Air Rotary Drill Rig with Operator	HR	\$500.00
Rotary Wash Drill Rig with Operator	HR	\$500.00
Per Diem	DAY	\$175.00



## 2023 PW Schedule of Fees and General Terms

### TERMS AND CONDITIONS

#### GENERAL CHARGES

- RMA GeoScience requires twenty-four (24) hour prior notification for scheduling inspectors and/or technicians.
- Inspection charges start from our RMA GeoScience regional office portal to portal. All inspection hours will be billed on time and materials basis in the following increments:
  - There will be a minimum four (4) hour charge for any RMA GeoScience employee presence on site.
  - Additional time will be billed in two (2) hour increments thereafter.
- When personnel are required to work in excess of 5 hours without an uninterrupted meal period of 30 minutes, due to project constraints, ½ hour will be charged at double time rates in addition to any applicable hours worked.
- Rates are valid through December 30, 2023. Rates for personnel will increase by 3% per year on July 1st of each subsequent year.
- Certified Payroll Reports will be prepared upon request. There will be a \$95.00 charge for each certified payroll report.
- Outside services will be billed at cost plus 25% unless billed directly to and paid for by Client.
- Requests made by client for management attendance at meetings at the project site will be charged at standard rate.
- Our budget excludes import acceptance lab testing and/or DTSC environmental lab testing or related sampling.
- Our budget excludes any concrete testing and inspections per conversation Ben Alvarez (PM) with Blair, Church & Flynn.
- Our budget is based on a local structural steel fabrication shop. Our shop welding inspections hourly rates are based on 4 hr. and 8 hr. a day, and 40 hrs. a week at a local fabrication shop. Any overtime or double-shift scheduling will be billed accordingly at our current labor rates at time and half (M-F) and/or double-time for weekend work.
- Our durations/trips budget is based on conversation with Ben Alvarez (PM) Blair, Church & Flynn Consulting Engineers, and Ramon Medina (PM) with Terra West Construction the General Contractor on this project (Based on Granite - Vernalis Plant to provide the JMF Asphalt Mix Design Submittal and related Rice sample for field testing). These estimated hours will be revisited and then tied into the GC driven schedule. There is no DSA 103 form related to this project.
- The District and GC are to provide a full set of approved plans for our records and inspections, and all related aggregate base, import material, HMA paving, concrete, and structural steel submittals for our review, records, and inspections.

#### OVERTIME CHARGES

- Work performed in excess of 8 hours per day and / or up to eight (8) hours on Saturdays will be billed at 1.5 times the unit rate.
- Work performed on Sunday, recognized holidays, or in excess of eight (8) hours on Saturdays will be billed at 2.0 times the unit rate.
- A 20% surcharge will be applied for laboratory tests performed on a "Rush Basis" or on a Saturday or Sunday.

#### PER DIEM AND TRAVEL CHARGES

- A \$145.00 charge per day will be applied when our personnel are required to stay overnight at remote locations.
- Time will be billed at the unit rate while traveling to a remote location or if a location requires an overnight stay.
- Mileage for travel outside a 50 mile radius from either the project site or the nearest RMA facility, whichever is closest, will be charged at a rate of \$0.62 per mile.

#### NIGHT WORK

- A \$12.00 per hour surcharge will be added to all personnel rates for work performed during night shifts.

## Board Reference Material

**SUBJECT TITLE:    Mental Health First Aid Training**

**REQUESTED ACTION:** Approve

Action   X  

Discussion/Information           

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**RECOMMENDATION:**

It is recommended the Board approve the attached contract with Momentum for Health to provide Mental Health First Aid training.

**BACKGROUND INFORMATION:**

Mental Health First Aid Training provides individuals with the strategies needed to identify and aid students experiencing mental health needs. The training is an integral part of both the Local Control Accountability Plan (LCAP), as well as the District’s partnership with the Student Behavioral Health Incentive Program (SBHIP). The District intends to provide the training to staff and parents.

**HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?**

LCAP Goal 2: LBUSD will provide a social emotional framework that includes universal screening of all students, multiple tiers of support services, and an integrated data collection and assessment system to inform decisions at each tier of support.

LCAP Goal 4: LBUSD will maintain safe and welcoming facilities, a well trained educational staff, access to instructional materials and programs for all students, and opportunities for parents to be involved in their student's education.

Board Goal 3: Create and sustain inspirational learning environments that are safe, drug-free, and conducive to learning by providing: access to local resources in order to develop responsible citizens who participate in and care for their community.

**ALTERNATIVES/IDENTIFIED OPPOSITION:**

None at this time.

**SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):**

The contract outlines a cost of \$350 per participant. The District expects to train between 30-60 staff/parents this academic school year at a cost of approximately \$10,500-\$21,000. The cost associated with the contract will be funded through the SBHIP grant.

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ORIGINATOR: Dr. Sean Richey, Chief Academic Officer

Date: September 18, 2023



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San Jose, CA  
95126  
momentumforhealth.org

## **SERVICE AGREEMENT**

This service agreement (“Agreement”) is effective as of July 1, 2023 (“Effective Date”), by and between Momentum for Health, a non-profit organization located in Santa Clara County, California (“Momentum”) and Los Banos Unified School District, a public entity located in Merced County, California (“Client”). Momentum and Client may be referred to herein singularly as a “Party” or collectively as “Parties.”

WHEREAS Momentum is qualified to provide the services listed under Section 1 below, and

WHEREAS Client desires to hire Momentum to provide such services to or on behalf of Client,

THE PARTIES DO THEREFORE AGREE AS FOLLOWS:

**1. Services to be Provided by Momentum.** Momentum agrees to provide the following services (“Services”) to or on behalf of Client:

- a. Provide youth mental health first aid training (the “Program”) to individuals referred by Client using the curriculum developed and materials provided by The National Council for Mental Wellbeing.
- b. Coordinate with Client to schedule dates, times, and places for trainings. Trainings may be conducted in person or over video conference (Zoom, Teams, etc.).
- c. Each training will be for 5 to 60 individuals. Trainings will be scheduled as often as reasonable to meet demand and enrollment. In the event enrollment for any individual training does not reach 5 individuals 3 business days prior to the training, Momentum may, at its discretion, reschedule that training for a later date.
- d. Provide Client with all materials in advance of training to allow individuals participating in the Program to complete necessary materials prior to the scheduled training.

**2. Responsibilities of Client.** Client will be responsible to:

- a. Provide Momentum with names and contact information of individuals who will be participating in the Program no less than three (3) days prior to the scheduled training.
- b. Forward provided materials to all individuals participating in trainings sufficiently in advance of training to ensure that individuals may complete pre-work prior to training.

**3. Term.**

The term of this Agreement shall be from the Effective Date through August 30, 2023 (“Term”). Either Party may terminate this Agreement for any reason whatsoever upon 30 days’



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written notice to the other Party.

**4. Consideration.**

- a. In consideration of the Services provided under Section 1 of this Agreement, Client agrees to pay Momentum three hundred and fifty dollars (\$350) per individual enrolled in the Program.
- b. Momentum will invoice Client upon completion of each training.

**5. Expenses.** The cost of all training materials and platforms is included in the consideration and Momentum shall not charge Client any additional amounts for these materials. Client agrees to reimburse Momentum for all other reasonable and necessary expenses incurred in the provision of the Services. All such expenses must be approved in advance by Client.

**6. Confidentiality.**

- a. "Confidential Information" refers to any data or information relating to any Party, whether business or persona, which would reasonably be considered to be private or proprietary to that Party and that is not generally known.
- b. The Parties agree that they will not disclose, divulge, reveal, report or use for any purpose--except as required by law--any Confidential Information which either Party obtains in the course of the performance of this Agreement. This obligation shall survive the termination of this Agreement or the severance of any portion of this Agreement.

**7. Intellectual Property.**

- a. "Intellectual Property" shall mean all trade secrets, trademarks, service marks, moral rights, goodwill, relevant registrations and applications, patents, copyrights, designs, trade names, and related materials.
- b. All Intellectual Property developed by Momentum in connection with the performance of this Agreement shall be the sole property of Momentum.
- c. Each Party grants the other Party a world-wide, non-exclusive license to use the trade names and marks of the other Party to the extent necessary for the provision of the Services in any media and manner whatsoever. This license shall expire upon the expiration or termination of this Agreement.

**8. Sub-Contractors.** In its sole discretion, Momentum shall have the right to engage a third party sub-contractor to perform any or all of the Services hereunder. Momentum shall be responsible for the compensation of such sub-contractors and shall ensure that the services provided by the



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sub-contractor shall be of the same type and quality as if provided by Momentum directly. Client shall not engage any third-parties to perform the Services covered by this Agreement or take any action to interfere with Momentum in its provision of the Services.

- 9. **Relationship of the Parties.** The Parties acknowledge and agree that Momentum’s relationship to the Client hereunder is that of an independent contractor and that nothing in this Agreement does or shall be deemed to create a partnership, joint venture, employer/employee relationship or any other relationship other than that of independent contractor.
- 10. **No Exclusivity.** The Parties acknowledge and agree that nothing in this Agreement shall prevent Momentum from providing services identical or similar to the Services to any other party anywhere in the world at any time and that this Agreement does not create an obligation on the part of Momentum to provide such services exclusively to Client.
- 11. **Notices.** All notices, requests, demand, or other communications required or permitted by the terms of this Agreement will be given in writing (email will suffice) and delivered to the Parties at the following addresses:

MOMENTUM	CLIENT
Amy Duncan General Counsel 1922 The Alameda San Jose, CA 95126 <a href="mailto:aduncan@momentumforhealth.org">aduncan@momentumforhealth.org</a> (669) 213-1413	Los Banos Unified School District 1717 S. 11 <sup>th</sup> Street Los Banos, CA 93635 <a href="mailto:MMarschall@losbanosusd.k12.ca.us">MMarschall@losbanosusd.k12.ca.us</a> (209) 826-3801

- 12. **Indemnification.** Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the expiration or termination of this Agreement.
- 13. **Modification.** Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party.
- 14. **Assignment.** With the exception of the provisions of Section 7 above, neither Party will voluntarily or by operation of law assign or otherwise transfer its obligations hereunder without the prior written consent of the other Party.



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San Jose, CA  
95126  
www.momentumforhealth.org

15. **Governing Law and Venue.** This Agreement will be governed by the laws of the State of California and any action to enforce this Agreement shall be brought in the Superior Court of Santa Clara County.
16. **Entire Agreement.** This Agreement shall constitute the entire agreement of the Parties on the subject matter herein and shall supersede all other agreements of the Parties on the same subject matter, whether written or oral or otherwise.
17. **Severability.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.
18. **Waiver.** The waiver by either Party of any breach, default, delay, or omission of any of the provisions of this Agreement shall not be construed as a waiver by that Party of any other provisions of the Agreement or of any subsequent breach of the same or other provisions of this Agreement.

IT IS SO AGREED.

MOMENTUM

*Gail Campanale*

By: Gail Campanale, LMFT  
Its: Chief of Outpatient Services

CLIENT

*Dr*

By: Dr. Mark E. Marshall  
Its: Superintendent, Los Banos USD