



SERVICE AGREEMENT

This AGREEMENT is hereby entered into this 17th day of November in the year 20 21 in the County of Orange, State of California, by and between the Newport-Mesa Unified School District, hereinafter referred to as "DISTRICT" and Placeworks

3 MacArthur Place, Suite 1100	(CONTRACTOR) Santa Ana	CA	92707
(MAILING ADDRESS)	(CITY)	(STATE)	(ZIP CODE)

hereinafter referred to as "CONTRACTOR." DISTRICT and CONTRACTOR shall be collectively referred to as the "PARTIES." The PARTIES agree that this Agreement has been mutually drafted and authored by all the PARTIES and that it shall not be construed against any one Party. WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and WHEREAS, DISTRICT is in need of such special services and advice; WHEREAS, CONTRACTOR is specially trained, experienced, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis.

Scope of Work – CONTRACTOR shall perform the services as set forth in the Proposal, which is attached hereto as Exhibit A (hereinafter referred to as "CONTRACTED SERVICES"), and incorporated as if fully set forth herein. CONTRACTOR's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders subsequently issued by the DISTRICT, on an as needed basis.

Fees and Expenses – For the CONTRACTED SERVICES provided for hereunder, CONTRACTOR shall be compensated as set forth in Exhibit A. The total cost of service requested by the DISTRICT and provided by the CONTRACTOR under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: \$ 28,688.00 in the aggregate under the term of this AGREEMENT.

Term of Agreement – CONTRACTOR shall commence providing service under this AGREEMENT beginning on 12/15/2021 and diligently perform as required and complete performance no later than 12/14/2022, or as per Exhibit A. Board approved for a total contract term not to exceed five (5) years, as allowed by Education Code § 17596.

Additional Terms – This AGREEMENT contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. DISTRICT and CONTRACTOR acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this AGREEMENT, as if such additional terms were fully set forth herein. This service agreement is valid following board approval and receipt of all required documents and certifications, including, but not limited to, proof of insurance and background clearance.

☒ General Conditions ☒ Special Conditions ☒ Required Documents and Certification ☒ Purchase Order(s)

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT as of the date written above.

DISTRICT

Signature

Jonathan Geiszler

Typed Name

Director, Purchasing & Warehouse

Title

CONTRACTOR

Signature

Dwayne Mears

Typed Name

Principal

Title

95-2975827

FEIN or Social Security Number

DEFINITIONS

1. "Agreement" – means the document in its entirety, including all conditions, documents, and/or certifications incorporated by reference.
2. "District" – means the Newport-Mesa Unified School District, located at 2985 Bear St Costa Mesa, CA 92626.
3. "Contractor" – means the firm or individual as stated on page one (1) of the Agreement.

GENERAL CONDITIONS

1. Expenses – DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except where noted in Section 7. All expenses shall be approved by the DISTRICT representative authorized to approve such costs prior to being invoiced. All expenses must meet the DISTRICT's requirements for reimbursement for expenses as detailed on DISTRICT's website.
2. Independent Contractor – CONTRACTOR, in the performance of this AGREEMENT, shall be, and act, as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation Insurance. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.
3. Materials – CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows:

N/A

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

4. Business Termination – In the event that CONTRACTOR shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of DISTRICT this AGREEMENT shall terminate and be of no further force and effect and any property or rights tangible or intangible, shall forthwith be returned to DISTRICT.
5. Termination – DISTRICT may, at any time, for any reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination.

Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within five (5) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the five (5) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT.

6. Duty to Provide Fit Workers – CONTRACTOR and subcontractors, if any, shall at all times enforce appropriate discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this AGREEMENT. It shall be the responsibility of the CONTRACTOR to ensure compliance with this section. Any person in the employ of the CONTRACTOR or subcontractor, whom DISTRICT may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this AGREEMENT and shall not again provide services except with written consent of DISTRICT.

The CONTRACTOR shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The CONTRACTOR shall certify in writing to the governing board of the DISTRICT that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony. The CONTRACTOR shall provide a list of the names of its employees who may come in contact with pupils to the governing board of the DISTRICT. Reference California Education Code Section 45125.1.

7. Hold Harmless – CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its officers, agents and employees ("INDEMNITEES") from every claim or demand made and every liability, loss, damage or expense, negligence (including the active or passive negligence of INDEMNITEES as allowed by law), causes of action, costs, expenses, or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless of any nature whatsoever, which may be incurred by reason of:
 - a. Liability for damages for:
 - i. Death or bodily injury to person;
 - ii. Injury to, loss or theft of property; or
 - iii. Any other loss, damage or expense arising out of i or ii above, sustained by the CONTRACTOR or any person, firm or corporation employed by the

CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, to the extent resulting from CONTRACTOR's negligence or other wrongful negligence, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

- b. Any injury to or death of any persons, including the DISTRICT or its officers, agents and employees, or damage to or loss of any property to the extent caused by any wrongful act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
 - c. Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.
 - d. CONTRACTOR's Indemnification includes any loss sustained by INDEMNITEES, and each of them, whether resulting from claims brought by third parties or sustained directly by any of the INDEMNITEES, as a result of 1) CONTRACTOR or any subcontractor's failure to implement and maintain appropriate data security or cybersecurity measures; 2) any data breach in which the DISTRICT's confidential information or privileged and confidential information is released, exposed, lost, or stolen as a result of CONTRACTOR's performance of services or otherwise arising from this AGREEMENT; 3) computer viruses, denial of service attacks, and other technologically harmful materials that harm or infect any of the INDEMNITEES's electronic equipment, software, data, or other proprietary material as a result of CONTRACTOR's performance of Services or otherwise arising from this AGREEMENT, and 4) infringement of copyright, trademark, trade dress, invasion of privacy violations as a result of CONTRACTOR's performance of Services or otherwise arising from this AGREEMENT, and 5) any breach by CONTRACTOR or any subcontractor of the California Student Data Privacy Agreement, if executed.
 - e. The CONTRACTOR, at the CONTRACTOR'S own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT and its officers, employees, agents, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT and its officers, agents, or employees in any action, suit or other proceedings as a result thereof.
8. Insurance – CONTRACTOR shall, at the CONTRACTOR'S sole cost and expense, take out prior to commencing the work, and maintain in force and effect, from the commencement of services until expiration of this AGREEMENT, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain a policy or policies of insurance covering CONTRACTOR'S and subcontractor's services and furnish to the DISTRICT a certificate of insurance evidencing all coverages and endorsements required hereunder. Said certificate of insurance shall be due upon execution of this AGREEMENT, or such subsequent date as agreed to by the DISTRICT. Such insurance shall be with an insurance company admitted by the Insurance Commissioner of

the State of California to transact such insurance in the State of California. Minimum coverages shall be as follows:

- a. General Liability Insurance for injuries including accidental death, to any one person in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b. Subject to the same limit for each person on account of one accident, in an amount not less than \$1,000,000 per occurrence.
- c. Property Damage Insurance in an amount not less than \$1,000,000 per occurrence.
- d. Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined bodily injury and property damage in an amount not less than \$1,000,000 per occurrence.
- e. Statutory Workers' Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor Code of the State of California.
- f. An endorsement to said policy(s) naming DISTRICT and its officers, agents and employees as additional insured while rendering services under this AGREEMENT.
- g. A thirty (30) day written notice to DISTRICT of cancellation or reduction in coverage, ten (10) days' notice if cancellation is due to nonpayment of premium.
- h. CONTRACTOR hereby grants to the DISTRICT a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the DISTRICT by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
- i. CONTRACTOR shall furnish the District with certificates and endorsements affecting coverage required by the AGREEMENT. The endorsements are to be signed by the person authorized by that Insurer to bind coverage on its behalf. All endorsements are to be received and approved by the DISTRICT before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

To the fullest extent permitted by law, The DISTRICT, its officers, officials, employees, and volunteers are to be covered as insureds as respects to any and all liability arising out of, or pertaining to, products of the CONTRACTOR; and with respect to liability arising out of automobiles owned, leased, hired, or borrowed by CONTRACTOR.

The CONTRACTOR's insurance coverage shall be primary insurance as respects to the District, it's officers, officials, employees, and volunteers. Any insurance or self-maintained by the DISTRICT, it's officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

9. Attorney's Fees – If either party hereto becomes involved in litigation arising out of this AGREEMENT or the performance thereof, the court in such litigation, or in a separate suit, shall award reasonable costs and expenses, including attorney fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.
10. Assignment – The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this AGREEMENT or of its rights, title or interest in or to the same or any part thereof.
11. Other Contractors – DISTRICT reserves the right to enter into other agreements for work additional or related to the subject matter of this AGREEMENT and CONTRACTOR agrees to

cooperate fully with these other contractors and with the DISTRICT. When request by the DISTRICT, CONTRACTOR shall coordinate its performance under this AGREEMENT with such additional or related work. CONTRACTOR shall not interfere with the work performance of any other contractor or DISTRICT employee.

12. Nonperformance – As used in this AGREEMENT, “failure to perform” means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this AGREEMENT. If CONTRACTOR fails to perform under this AGREEMENT, then DISTRICT, after giving seven (7) days’ written notice and opportunity to cure to CONTRACTOR, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both PARTIES agree that CONTRACTOR shall bear any reasonable cost difference, as measured against any unpaid balance due CONTRACTOR, for these substitute goods or services.
13. Remedies – In case of CONTRACTOR breach, and in addition to any other provision of this AGREEMENT, DISTRICT shall be entitled to any other available legal and equitable remedies. In case of DISTRICT breach, CONTRACTOR’s remedy shall be limited to termination of the AGREEMENT and receipt of AGREEMENT payments to which CONTRACTOR is entitled.
14. Errors – CONTRACTOR shall perform any and all additional work necessary to correct errors in the services performed under this AGREEMENT without undue delays or additional costs to the DISTRICT.
15. Security – DISTRICT hereby deems all information, documents, and property contained in or on DISTRICT property privileged and confidential. Any removal or disclosure of any privileged and confidential materials by employees or agents of CONTRACTOR or any subcontractor without express written consent of DISTRICT shall be considered a material breach of this AGREEMENT and shall be cause for immediate termination of this AGREEMENT. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED REMOVAL OR DISCLOSURE OF PRIVILEGED AND CONFIDENTIAL MATERIALS, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.
16. Mandatory Reporter Requirements – CONTRACTOR acknowledges and understands that, pursuant to California Penal Code Section 11165.7, employees and agents of CONTRACTOR and any subcontractor whose duties under the Scope of Work include contact and supervision of children are mandatory reporters of known or suspected instances of child abuse or neglect. CONTRACTOR will ensure that employees or agents of CONTRACTOR and any subcontractor who are mandatory reporters will take the Child Abuse Mandated Reporter Educators Training Module within six weeks of hire and annually thereafter within the first six weeks of each school year. CONTRACTOR agrees to make this training available to each mandatory reporter. CONTRACTOR will ensure that each employee or agent of CONTRACTOR and any subcontractor who is a mandatory reporter will execute an Employee Acknowledgement Form and a Suspected Child Abuse Reporting Acknowledgement Form. CONTRACTOR will provide copies of each of these signed forms for each employee or agent of CONTRACTOR or any subcontractor who is a mandatory reporter to District within six weeks of the hire of the mandatory reporter and annually.
17. Unsupervised Contact: “Unsupervised contact” with students means contact that provides the person opportunity and probability for personal communication or touch with students when

not under direct DISTRICT supervision. As required by DISTRICT policy, CONTRACTOR shall ensure that CONTRACTOR, any subcontractors [of all tiers], and their officers, employees, and agents will have no direct, unsupervised contact with students while on DISTRICT property. CONTRACTOR will work with DISTRICT to ensure compliance with this requirement. If CONTRACTOR is unable to ensure through a security plan that none of its officers, employees, or agents, or those of its subcontractors, will have direct, unsupervised contact with students in a particular circumstance or circumstances, then CONTRACTOR shall notify DISTRICT before beginning any work that could result in such contact. In addition to any Live Screen Criminal Background Check Requirements as set forth above, CONTRACTOR authorizes DISTRICT, at its discretion, to obtain information about CONTRACTOR and its history and to independently conduct its own criminal background check, including fingerprinting, of any CONTRACTOR officers, employees, or agents who may have unsupervised contact with students. CONTRACTOR shall cause its employees and/or subcontractors, if any, to authorize DISTRICT to conduct these background checks. CONTRACTOR shall pay all fees for processing the background check. DISTRICT may deduct the cost of such fees from a progress or final payment to CONTRACTOR under this AGREEMENT, unless CONTRACTOR elects to pay such fees directly.

18. Compliance with Applicable Laws – The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’s general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR’s business, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.
19. Permits/Licenses – All business licenses, permits and/or fees required by the codes, ordinances and statutes of the State of California, the County of Orange, and the Cities of Costa Mesa or Newport Beach, as appropriate, must be taken out by the CONTRACTOR at CONTRACTOR’S sole cost and expense.
20. Employment with a Public Agency – CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.
21. Conflict of Interest – CONTRACTOR affirms that to the best of his/her knowledge, there exists no actual or potential conflict between CONTRACTOR’s family, business, or financial interest and the services provided under this AGREEMENT in violation of any applicable state, local, or federal law, including, but not limited to, Government Code section 1090, and in the event of change in either private interests or services under this AGREEMENT, any question regarding possible conflict of interest which may arise as a result of such change will be raised with the DISTRICT. CONTRACTOR shall not be in a reporting relationship to a DISTRICT employee who is a near relative, nor shall a near relative be in a decision-making position with respect to the CONTRACTOR.
22. Affirmative Action Employment – In the performance of the terms of this AGREEMENT, CONTRACTOR agrees that it will not engage in, nor permit such subcontractor as it may employ to engage in, unlawful discrimination in employment of persons because of the race, religious

creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

23. Notice – All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by:

a. Personal service or;

b. U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Newport-Mesa Unified School District
2985 Bear Street
Costa Mesa, CA 92626
Attn: Purchasing Director

CONTRACTOR:

Placeworks
3 MacArthur Place, Suite 1100
Santa Ana, CA 92707

24. Tobacco/Vapor Use Policy – In the interest of public health, the DISTRICT is proud to provide a healthy, tobacco/vapor-free environment. Smoking or the use of any tobacco or vapor products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the DISTRICT pursuant to DISTRICT'S Policy 3620. Failure by CONTRACTOR to abide with the conditions of Policy 3620 may result in the termination of this AGREEMENT.
25. Non-Waiver - The failure of the DISTRICT in any one or more instances to insist upon strict performance of any of the terms of this AGREEMENT or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
26. 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.
27. Governing Law – The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.
28. Provisions of Law Clause – Each and every provision of law clause required by law to be inserted in the AGREEMENT shall be deemed to be inserted herein and the AGREEMENT shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the AGREEMENT shall forthwith be physically amended to make such insertion or correction.
29. Force Majeure Clause – The PARTIES to this AGREEMENT shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities,

lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other PARTY (IES), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

30. Time is of the Essence – Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.
31. Safety and Security – It shall be the responsibility of the CONTRACTOR to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. During outbreaks of communicable disease, such as the coronavirus pandemic, the CONTRACTOR is expected to follow all District safety and health precautions to prevent the spread of communicable disease. This includes frequent handwashing with soap and water, use of hand sanitizer when hand washing is not practicable, wearing a mask or face covering and appropriate level PPE, maintaining physical distancing of 6 feet from others, when practicable, and participating in district passive and active health screening.
32. Invoicing Required Documentation – If the below information is missing from an invoice under this AGREEMENT, the DISTRICT shall reject it and request an updated document with the appropriate date the document was re-delivered to the DISTRICT:
 - a. Name of firm and address or person and address submitting invoice.
 - b. Name of school district as addressee (not school).
 - c. Date of invoice. Note: Payment Terms: net 30 days, unless cash discount provided
 - d. Number of school district purchase order (if applicable).
 - e. Special terms, such as discounts.
 - f. Description of each item, not just a stock number.
 - g. Quantity.
 - h. Unit quantity (dozen, gross, pound, etc.)
 - i. Unit price for each item.
 - j. Extended price for each item.
 - k. Hours and rates for labor charges, if applicable
 - l. Subtotals of amounts subject to sales tax.
 - m. Amount of sales tax (if applicable), or total fixed fee, if applicable.
 - n. Phased billing may apply if fixed fee.
33. Nondiscrimination – CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or age of such persons.
34. Entire Agreement/Amendment – This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the PARTIES to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT.
35. Authority – The undersigned warrant that they are duly authorized representatives of the PARTIES and have been empowered to execute this AGREEMENT on behalf of the PARTY indicated.
36. Order of Precedence – The documents listed below are hereby incorporated by reference. In the event of an inconsistency or conflict between or among the provisions of this AGREEMENT, the inconsistency shall be resolved by giving precedence in the following order:
 - a. Special Conditions
 - b. General Conditions
 - c. Purchase Order(s)

In the event of any conflict, discrepancy, error or omission among any parts of the AGREEMENT, either PARTY shall immediately notify the other PARTY and both PARTIES shall decide how to remedy such conflict, discrepancy, error or omission. If the PARTIES cannot resolve any such conflict, discrepancy, error or omission by mutual agreement, the AGREEMENT may be immediately terminated. The AGREEMENT Terms and Conditions shall prevail if there is a conflict between the terms and conditions of the contractor's packaging, invoices, catalogs, brochures, technical data sheets or other documents.

CONTRACTOR certifies under penalty of perjury that CONTRACTOR is a (check applicable):

- ☐ Individual / Sole Proprietor or single-member LLC ☐ C Corporation ☒ S Corporation
☐ Partnership ☐ Other _____
☐ LLC. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____

SPECIAL CONDITIONS

These conditions are applicable based on the responses in Exhibit B, or where applicable based on the services rendered to the DISTRICT. It is the CONTRACTOR's sole and absolute responsibility to report any ambiguities, inconsistencies, or errors to the DISTRICT.

1. Criminal records check – Exhibit B shall be completed by the CONTRACTOR. If CONTRACTOR shall engage district pupils, Exhibit C will be completed and returned to the DISTRICT.
 - a. Criminal Background Check Requirements – CONTRACTOR, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or DISTRICT policy, will conduct all required criminal background checks. If required by EC section 45125.1, CONTRACTOR must provide for the completion of Exhibit C Criminal Records Check Certification, in the DISTRICT's required format, prior to any of the CONTRACTOR's employees, or those of any other subcontractors, who are anticipated to come into contact with the DISTRICT's students. CONTRACTOR further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code section 45125 et seq., and CONTRACTOR will comply with any such requirements. CONTRACTOR further acknowledges and agrees that no CONTRACTOR or subcontractor employees, agents or representatives shall come into contact with students if they have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).] Notwithstanding anything to the contrary herein, if CONTRACTOR is an individual operating as a sole proprietor, is required by Education Code section 45125.1(k), it shall be the responsibility of the DISTRICT to prepare and submit that individual's fingerprints to the Department of Justice.
2. BMX Acknowledgement – If CONTRACTOR is performing a BMX and/or skateboard event on DISTRICT property, Exhibit D shall be completed and returned to the DISTRICT.
3. Insurance –
 - a. Special Hazards Insurance, where appropriate, with special rider to include automotive and truck, where operated, and material hoist, where used, in an amount not less than \$1,000,000 per occurrence. Yes ☐ No ☒
 - b. Sexual Abuse or Molestation Insurance in an amount not less than \$1,000,000 per wrongful act and \$2,000,000 aggregate. Yes ☐ No ☒

- c. Fire Insurance on all work subject to loss or damage by fire. Amount of fire insurance shall be sufficient to protect against loss or damage in full until work is accepted by the DISTRICT. Yes ☐ No ☒
- d. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this AGREEMENT and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. DISTRICT, its board of trustees, employees, agents, and volunteers must be named as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR under this AGREEMENT. Yes ☐ No ☒
- e. Professional Liability (Errors and Omissions; E&O) Insurance: Professional Liability (Errors and Omissions) Insurance appropriate to Contractor's profession, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. DISTRICT, its board of trustees, employees, agents, and volunteers must be named as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR under this AGREEMENT. Yes ☒ No ☐
4. Originality of Services – CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video

productions prepared for, and submitted to, the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

5. Copyright/Trademark/Patent – CONTRACTOR understands and agrees that all materials produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT’s express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT.
 - a. Originality of Services
 - b. Copyright/Trademark/Patent
6. Prevailing Wage Requirements – CONTRACTOR acknowledges and agrees that, if applicable, CONTRACTOR shall be responsible for payment of prevailing wage rates in accordance with Labor Code sections 1720 et seq. and 1770 et seq. to all personnel performing SERVICES under this AGREEMENT. CONTRACTOR shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed under this AGREEMENT from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the DISTRICT shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages. If the DISTRICT is using State funds for the project and is required to enforce a Labor Compliance Program (“LCP”), then Contractor will be required to enforce the District's Labor Compliance Program ("LCP"), as applicable. If applicable, Certified Payroll records shall be maintained by the CONTRACTOR and copies of the certified payroll shall be electronically sent to the Department of Industrial Relations and be delivered to the DISTRICT at the end of each month during the entire duration of the AGREEMENT. If the AGREEMENT is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Subject to exceptions as set forth in Labor Code section 1771.1, CONTRACTOR or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any AGREEMENT for public work, as defined by statute, unless it is currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. DISTRICT may not accept a bid nor any contract or subcontract entered into without proof of the CONTRACTOR or subcontractor’s

current registration to perform public work pursuant to Section 1725.5. For more information, go to <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

7. Subcontractors – CONTRACTOR shall not delegate, by contract, agreement or otherwise, any services or tasks required under this AGREEMENT to any other person or entity without the express written permission of DISTRICT by executed addendum. Consent to any subcontract may be withheld by DISTRICT at its sole and unrestricted discretion. DISTRICT shall not be obligated to pay for any services or work performed by an unauthorized person or entity. CONTRACTOR shall at all times during the term of this agreement remain fully and independently responsible and liable to DISTRICT for the full and complete performance of the terms and conditions of this AGREEMENT. CONTRACTOR shall be responsible for ensuring that all subcontractors independently satisfy all of the requirements of CONTRACTOR under this AGREEMENT, including but not limited to the insurance and indemnification provisions of this AGREEMENT, unless otherwise agreed in writing by the DISTRICT's Risk Manager or designee. Prior to performance of Services by any subcontractor, the subcontractor shall provide DISTRICT with evidence of all insurance, certificates, forms, and licenses required by this AGREEMENT.

Exhibit A

Scope of Work / Fees and Expenses / Term of Agreement

Scope of Work

Will provide CEQA documentation and visual simulations for NHHS Aquatics Center Project per the attached proposal.

Fees and Expenses

NTE \$ 28,688.00

Term of Agreement

12/15/2021 - 12/14/2022

Exhibit B

Child Engagement Certification

To the Governing Board of Newport-Mesa Unified School District:

I/We, Placeworks certify that:

Name of Contractor

CONTRACTOR's employees, agents, or officers shall NOT engage in any UNSUPERVISED CONTACT with any child of the DISTRICT without DISTRICT staff present.

I/We declare under penalty of perjury that the foregoing is true and accurate.

Executed at Santa Ana, California on 11-30-21.

Date


Signature

Dwayne Mears

Typed or printed name
Principal

Title

3 MacArthur Pl, Suite 1100 Santa Ana, CA

Address

DISTRICT Administrator certifies the above to be true and accurate:

Signature

Typed or printed name

Date

Exhibit C
CRIMINAL RECORDS CHECK CERTIFICATION
AB 1610, 1612 and 2102

To the Governing Board of Newport-Mesa Unified School District:

I/We, Placeworks certify that:

Name of Contractor

1. I/We have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I/We declare under penalty of perjury that the foregoing is true and correct.

Executed at Santa Ana, California on 11-30-21.

Date



Signature

Dwayne Mears

Typed or printed name

Principal

Title

3 MacArthur Pl, Suite 1100 Santa Ana, CA

Address

714 966 9220

Telephone

NOTICE REGARDING CRIMINAL RECORDS CHECK

(EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.



Placeworks

(Outside Organization Name)

Outside Organization COVID-19 Vaccination Attestation Form

On August 11, 2021, the California Department of Public Health (CDPH) issued an order requiring all public and private schools serving TK through 12th grades to verify the vaccination status of all staff and volunteers, and require those who are unvaccinated to undergo at least weekly diagnostic screening testing. The details of the CDPH Order can be found here:

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Order-of-the-State-Public-Health-Officer-Vaccine-Verification-for-Workers-in-Schools.aspx>

To comply with the Order, and to ensure the Newport-Mesa Unified School District (NMUSD) schools remain open while maintaining the safest possible environment for our students and staff, NMUSD has adopted the requirement for all District "Workers," which is defined for this policy to include all NMUSD certificated and classified employees, contractors, volunteers, and any other paid and unpaid adult serving in the District or who are working on-site at a school campus supporting school functions.

Effective October 18, 2021, outside organization "Workers" will only be allowed on school campuses if the outside organization has completed this Vaccination Attestation Form attesting that the "Workers" have been fully vaccinated or that unvaccinated or incompletely vaccinated "Workers" are included in a weekly screening/testing program.

Please note that you are required to provide accurate information in your response to the questions below. For purposes of this attestation, "Workers" are considered "fully vaccinated" two weeks or more after they received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna or vaccine authorized by the World Health Organization), or two weeks or more after they have received a single-dose vaccine (Johnson and Johnson [J&J]/Janssen).

Please select the statement below that accurately describes the vaccination status of the "Workers" you are providing on-site at NMUSD school campuses:

<input checked="" type="checkbox"/>	All are fully vaccinated
<input type="checkbox"/>	All are not fully vaccinated and a COVID-19 screening/testing program is in place that provides screening/testing of all unvaccinated or incompletely vaccinated "Workers" that provides testing at least once weekly with either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.
<input type="checkbox"/>	No employees will be in the presence of students.
<input type="checkbox"/>	<input type="checkbox"/> Services provided on-site during school hours will not be in the presence of students. <input type="checkbox"/> Services provided on-site occur during non-student hours. <input type="checkbox"/> Services are not provided on-site.

I understand that I am required to provide accurate information in response to the questions above. I hereby attest that I have accurately and truthfully answered the questions above.

Signature: 

Date: 11-30-21

REQUIRED DOCUMENTS AND CERTIFICATIONS

- ☒ 1. W-9
- ☒ 2. Insurance (Refer to § 8 of General Conditions)
 - ✓ a. Worker's Compensation and Employers Liability Insurance
- ☒ 3. Exhibit B – Child Engagement Certification
- ☒ 4. Exhibit C – Criminal Records Check
- ☐ 5. Exhibit D – BMX / Skateboard Acknowledgement
- ☒ 6. Exhibit E - Vaccine and Testing Attestation
- ☐ 7. Live Scan (DOJ and FBI Clearance – FOR SOLE PROPRIETORS ONLY)
- ☐ 8. Professional License (SPED)
- ☐ 9. Resume (SPED)
- ☐ 10. TB Test

November 10, 2021

Steve Morris, Facilities Planning Coordinator
Newport-Mesa Unified School District
2985 Bear Street, Building E
Costa Mesa, CA 92626

Subject: Proposal to Prepare CEQA Documentation and Visual Simulations for Proposed Newport Harbor High School Aquatics Center Project

Via email: smorris@nmusd.us; azareczny@nmusd.us

Dear Mr. Morris:

Thank you for the opportunity to submit this proposal to prepare the CEQA documentation for the proposed upgraded lighting of the Newport Harbor High School's Aquatics Center. This proposal explains our understanding of the project, describes our approach and scope of work, and details our cost proposal.

Understanding of the Project

The District plans to replace the existing lights at the school's aquatics center and replace the temporary speakers used for public address with permanent speakers installed on light poles. No change in types of activities and events and frequency of use would occur after completion of the project.

Based on the nature of the project, the project may qualify for a categorical exemption under one or more categories outlined below:

15301. Replacement or Reconstruction. Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity of the structure replaced.

15303 Class 3, New Construction or Conversion of Small Structures. Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel.

15311 Class 11, Accessory Structures. Class 11 consists of construction, or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities, including but not limited to small parking lots.

PlaceWorks will prepare the Notice of Exemption (NOE) that identifies the project and explains why it qualifies for the exemption. Our scope of work assumes that the proposed project will not change significantly from the project understanding in this proposal. CEQA Guidelines Section 15300.2, Exceptions, lists the conditions that would disqualify the use of an exemption (see below). We will prepare a memorandum that will discuss each of these conditions and document whether any exceptions would prevent the applicability of the NOE.

REVIEW OF EXCEPTIONS TO THE CATEGORICAL EXEMPTION

Projects to be found exempt under a categorical exemption must qualify under one or more of the categories listed above, and the exceptions under CEQA Guidelines Section 15300.2 must not apply. PlaceWorks will review and document these six exceptions.

- (a) **Location.** Classes 3,4,5,6 and 11 are qualified by consideration of where the project would be located—a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped and officially adopted pursuant to law by federal, state, or local agencies.
- (b) **Cumulative Impacts.** All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.
- (c) **Significant Effects.** A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.
- (d) **Scenic Highways.** A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings or similar resources, within a highway officially designated as a state scenic highway.
- (e) **Hazardous Waste Sites.** A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Government Code § 65962.5.
- (f) **Historical Resources.** A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of historical resources. Under Public Resource Code § 21084.1, a historical resource is a resource listed in or determined to be eligible for listing in the California Register of Historical Resources. Additionally, historical resources included in a local register of historical resources are presumed to be historically or culturally significant, and a lead agency can determine whether the resource may be an historical resource.

Environmental Issues

The project replaces the existing lighting and PA speakers at the existing aquatics center. These improvements are intended to enhance the facility, but there will be no change in the use of the center. The practices and events will remain the same, and no increase in seating capacity is proposed. There is potential that a different lighting system could impact adjacent residences in terms of light spillover or day or nighttime visual changes. Note that CEQA addresses “public” views, and “private” views are not relevant

to a conclusion of significant impact. The District has requested visual simulations from both public and private vantage points.

Lighting/Visual Simulations

PlaceWorks will construct a lighting model of the Newport Harbor High School Pool based on the information provided by the Client. Autodesk® Revit® software will be utilized to generate a point-by-point calculation for the proposed project lighting based on the illumination summary to be provided by Musco. Lighting contours will be constructed in addition to the figure overlay to provide clear visualization of the illuminated area from the proposed project lighting. The study will include readings along the proposed project property to indicate any areas of potential light trespass. These readings will also include an existing project measurement taken in the field to determine the existing lighting conditions. To assess a worst-case scenario, this task does not include a lighting simulation of the project with temporary structures, trees, fences, or other solid objects that may vary in size or location throughout the year and that could reduce potential light impacts. If simulations are desired to demonstrate these other conditions, they can be prepared to include such variables as temporary structures, trees, and fences, but additional budget will be requested based upon the desired level of detail and changes. The need for this may vary based upon the topography and surrounding sensitive receptor sites relative to proposed project improvements. Construction of the lighting model will require the following information from the client, architect, and/or lighting contractor:

- » A CAD drawing of the existing pool and school structures as well as the adjacent buildings and topography on St James Road that can be imported into SketchUp or Revit is requested for consistency.
- » Musco Illumination Summary and IES files for the proposed lighting

Aesthetics Photo Simulations. Light-sensitive uses of adjacent properties with a direct, unobstructed view of the proposed lighting elements may be affected by glare. To assess this potential, PlaceWorks and the client will identify the key locations with line of sight to the proposed project improvement. PlaceWorks will take day and night photos to create photo renderings from the key locations (Max 4 locations) surrounding the NHHS pool; these will include both day and night-time renderings for a total of a maximum of 8 simulations. For photo simulations along St. James Road, PlaceWorks can use a drone to get above the roofline of the adjacent homes from the public street.

Noise

The proposed project would replace the use of temporary speakers used for public address with a permanent system with speakers attached to the light poles. As stated before, the number of participants and spectators will not increase as a result of the proposed improvements. The only noise issue will be whether a permanent PA system would increase noise that may impact adjacent residences.

PlaceWorks proposes to assess existing conditions and identify the nearest sensitive receptors and other environmental characteristics based on a site visit and noise monitoring survey during use of the existing field and consisting of up to four short-term (15 minutes) locations. PlaceWorks will review the specifications of proposed PA system, including type, location, and height of speakers. It is assumed that the District will also provide information on the type of temporary speakers currently used. PlaceWorks will identify noise reduction measures necessary to ensure that noise levels from the new PA system do not create a new significant impact above existing conditions.

Cost Estimate

Table 1 presents our cost proposal for the project based on our understanding of the project and the scope of work described above.

Table 1. Cost Estimate

TASK	COST
Project Initiation/Site Visit	\$1,200
Notice of Exemption	800
Supplement/Review of Exceptions	4,500
Visual Simulations	13,000
Noise	6,300
County and SCH Filing of Notice of Exemption	600
Meetings (assumes Board meeting attendance not required)	n.a.
Project Management	1,500
Subtotal	\$27,900
Mileage	\$30
Noise Instrumentation Fee	200
Misc. Office Expenses (2% of labor)	558
Subtotal	\$788
GRAND TOTAL	\$28,688

PlaceWorks – 2021 Standard Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
Principal	\$210–\$255
Associate Principal	\$195–\$225
Senior Associate/Senior Scientist II	\$170–\$210
Senior Associate/Senior Scientist I	\$160–\$190
Associate/Scientist II	\$135–\$165
Associate/Scientist I	\$125–\$150
Project Planner/Project Scientist	\$105–\$125
Planner/Assistant Scientist	\$90–\$110
Graphics Specialist	\$90–\$135
Administrator	\$145–\$200
Technical Editing/Word Processing/Clerical	\$45–\$150
Intern	\$75–\$95

Possible annual increase of 5% on bill rates. Subconsultants are billed at cost plus 10%. Mileage reimbursement rate is the standard IRS-approved rate.

03/26/2021 Schools

Acknowledgment

This proposal shall remain valid for a period of 90 days from the time of submittal. As Principal, I am authorized to bind PlaceWorks and the project team to the contents of this proposal.

We look forward to working with you to bring about the successful completion of this project. If you have any questions regarding the contents of this proposal, please feel free to contact the undersigned.

Respectfully submitted,

PLACEWORKS

Dwayne Mears, AICP
Principal

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. PlaceWorks, Inc.	
	2 Business name/disregarded entity name, if different from above PlaceWorks	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 3 MacArthur Place, Suite 1100	Requester's name and address (optional)
	6 City, state, and ZIP code Santa Ana, Ca 92707	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
9	5		-	2	9	7	5	8	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 11-4-21
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services 17901 Von Karman Avenue, Suite 1100 (949) 399-5800; License #0437153 Irvine, CA 92614 Attn: NewportBeach.CertRequest@marsh.com/F: 212-948-4323 CN115158923-01-01-21-22	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:														
INSURED PlaceWorks, Inc 3 MacArthur Place, Suite 1100 Santa Ana, CA 92707	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Crum & Forster Specialty Insurance Co</td><td>44520</td></tr><tr><td>INSURER B : Travelers Property Casualty Co. Of America</td><td>25674</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Crum & Forster Specialty Insurance Co	44520	INSURER B : Travelers Property Casualty Co. Of America	25674	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** LOS-002212254-13 **REVISION NUMBER:** 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI & PD Ded. \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPK135992	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 Contractors Pollution \$ 5,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA1N96406A2143G	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductibles \$ 1,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The District and its governing board, officers, agents and employees are included as additional insured where required by written contract. The general liability is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions.

CERTIFICATE HOLDER Newport-Mesa USD 2985 Bear Street Costa Mesa, CA 92626	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Rosalynda Martinez <i>R. Martinez</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

- The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
Where Required by Written Contract

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused in whole or in part, by "your work" for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured's sole negligence.

- B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for "damages" arising out of "your work" performed under a designated project or contract with that person(s) or organization(s).
- C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

November 10, 2021

Steve Morris, Facilities Planning Coordinator
Newport-Mesa Unified School District
2985 Bear Street, Building E
Costa Mesa, CA 92626

Subject: Proposal to Prepare CEQA Documentation and Visual Simulations for Proposed Newport Harbor High School Aquatics Center Project

Via email: smorris@nmusd.us; azareczny@nmusd.us

Dear Mr. Morris:

Thank you for the opportunity to submit this proposal to prepare the CEQA documentation for the proposed upgraded lighting of the Newport Harbor High School's Aquatics Center. This proposal explains our understanding of the project, describes our approach and scope of work, and details our cost proposal.

Understanding of the Project

The District plans to replace the existing lights at the school's aquatics center and replace the temporary speakers used for public address with permanent speakers installed on light poles. No change in types of activities and events and frequency of use would occur after completion of the project.

Based on the nature of the project, the project may qualify for a categorical exemption under one or more categories outlined below:

15301. Replacement or Reconstruction. Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity of the structure replaced.

15303 Class 3, New Construction or Conversion of Small Structures. Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel.

15311 Class 11, Accessory Structures. Class 11 consists of construction, or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities, including but not limited to small parking lots.

PlaceWorks will prepare the Notice of Exemption (NOE) that identifies the project and explains why it qualifies for the exemption. Our scope of work assumes that the proposed project will not change significantly from the project understanding in this proposal. CEQA Guidelines Section 15300.2, Exceptions, lists the conditions that would disqualify the use of an exemption (see below). We will prepare a memorandum that will discuss each of these conditions and document whether any exceptions would prevent the applicability of the NOE.

REVIEW OF EXCEPTIONS TO THE CATEGORICAL EXEMPTION

Projects to be found exempt under a categorical exemption must qualify under one or more of the categories listed above, and the exceptions under CEQA Guidelines Section 15300.2 must not apply. PlaceWorks will review and document these six exceptions.

- (a) **Location.** Classes 3,4,5,6 and 11 are qualified by consideration of where the project would be located—a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped and officially adopted pursuant to law by federal, state, or local agencies.
- (b) **Cumulative Impacts.** All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.
- (c) **Significant Effects.** A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.
- (d) **Scenic Highways.** A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings or similar resources, within a highway officially designated as a state scenic highway.
- (e) **Hazardous Waste Sites.** A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Government Code § 65962.5.
- (f) **Historical Resources.** A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of historical resources. Under Public Resource Code § 21084.1, a historical resource is a resource listed in or determined to be eligible for listing in the California Register of Historical Resources. Additionally, historical resources included in a local register of historical resources are presumed to be historically or culturally significant, and a lead agency can determine whether the resource may be an historical resource.

Environmental Issues

The project replaces the existing lighting and PA speakers at the existing aquatics center. These improvements are intended to enhance the facility, but there will be no change in the use of the center. The practices and events will remain the same, and no increase in seating capacity is proposed. There is potential that a different lighting system could impact adjacent residences in terms of light spillover or day or nighttime visual changes. Note that CEQA addresses “public” views, and “private” views are not relevant

to a conclusion of significant impact. The District has requested visual simulations from both public and private vantage points.

Lighting/Visual Simulations

PlaceWorks will construct a lighting model of the Newport Harbor High School Pool based on the information provided by the Client. Autodesk® Revit® software will be utilized to generate a point-by-point calculation for the proposed project lighting based on the illumination summary to be provided by Musco. Lighting contours will be constructed in addition to the figure overlay to provide clear visualization of the illuminated area from the proposed project lighting. The study will include readings along the proposed project property to indicate any areas of potential light trespass. These readings will also include an existing project measurement taken in the field to determine the existing lighting conditions. To assess a worst-case scenario, this task does not include a lighting simulation of the project with temporary structures, trees, fences, or other solid objects that may vary in size or location throughout the year and that could reduce potential light impacts. If simulations are desired to demonstrate these other conditions, they can be prepared to include such variables as temporary structures, trees, and fences, but additional budget will be requested based upon the desired level of detail and changes. The need for this may vary based upon the topography and surrounding sensitive receptor sites relative to proposed project improvements. Construction of the lighting model will require the following information from the client, architect, and/or lighting contractor:

- » A CAD drawing of the existing pool and school structures as well as the adjacent buildings and topography on St James Road that can be imported into SketchUp or Revit is requested for consistency.
- » Musco Illumination Summary and IES files for the proposed lighting

Aesthetics Photo Simulations. Light-sensitive uses of adjacent properties with a direct, unobstructed view of the proposed lighting elements may be affected by glare. To assess this potential, PlaceWorks and the client will identify the key locations with line of sight to the proposed project improvement. PlaceWorks will take day and night photos to create photo renderings from the key locations (Max 4 locations) surrounding the NHHS pool; these will include both day and night-time renderings for a total of a maximum of 8 simulations. For photo simulations along St. James Road, PlaceWorks can use a drone to get above the roofline of the adjacent homes from the public street.

Noise

The proposed project would replace the use of temporary speakers used for public address with a permanent system with speakers attached to the light poles. As stated before, the number of participants and spectators will not increase as a result of the proposed improvements. The only noise issue will be whether a permanent PA system would increase noise that may impact adjacent residences.

PlaceWorks proposes to assess existing conditions and identify the nearest sensitive receptors and other environmental characteristics based on a site visit and noise monitoring survey during use of the existing field and consisting of up to four short-term (15 minutes) locations. PlaceWorks will review the specifications of proposed PA system, including type, location, and height of speakers. It is assumed that the District will also provide information on the type of temporary speakers currently used. PlaceWorks will identify noise reduction measures necessary to ensure that noise levels from the new PA system do not create a new significant impact above existing conditions.

Cost Estimate

Table 1 presents our cost proposal for the project based on our understanding of the project and the scope of work described above.

Table 1. Cost Estimate

TASK	COST
Project Initiation/Site Visit	\$1,200
Notice of Exemption	800
Supplement/Review of Exceptions	4,500
Visual Simulations	13,000
Noise	6,300
County and SCH Filing of Notice of Exemption	600
Meetings (assumes Board meeting attendance not required)	n.a.
Project Management	1,500
Subtotal	\$27,900
Mileage	\$30
Noise Instrumentation Fee	200
Misc. Office Expenses (2% of labor)	558
Subtotal	\$788
GRAND TOTAL	\$28,688

PlaceWorks – 2021 Standard Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
Principal	\$210–\$255
Associate Principal	\$195–\$225
Senior Associate/Senior Scientist II	\$170–\$210
Senior Associate/Senior Scientist I	\$160–\$190
Associate/Scientist II	\$135–\$165
Associate/Scientist I	\$125–\$150
Project Planner/Project Scientist	\$105–\$125
Planner/Assistant Scientist	\$90–\$110
Graphics Specialist	\$90–\$135
Administrator	\$145–\$200
Technical Editing/Word Processing/Clerical	\$45–\$150
Intern	\$75–\$95

Possible annual increase of 5% on bill rates. Subconsultants are billed at cost plus 10%. Mileage reimbursement rate is the standard IRS-approved rate.

03/26/2021 Schools

Acknowledgment

This proposal shall remain valid for a period of 90 days from the time of submittal. As Principal, I am authorized to bind PlaceWorks and the project team to the contents of this proposal.

We look forward to working with you to bring about the successful completion of this project. If you have any questions regarding the contents of this proposal, please feel free to contact the undersigned.

Respectfully submitted,

PLACEWORKS

Dwayne Mears, AICP
Principal