



REACH Leadership STEAM Academy

science | technology | engineering | art | math

Board of Directors SPECIAL Meeting

Tuesday, October 31, 2016 - 6:00 PM

This meeting will be held at: 4850 Jurupa Ave., Riverside, CA 92504

Conference Call

Participant Access Code: 185543#

Conference Dial-in Number: (712) 432-1500

Subscriber PIN Code: 1069689#

3646 Mission Inn Avenue
Riverside, CA 92501

15728 Flight Avenue
Chino, CA 91708

11084 Sweetgum Street
Corona, CA 92883

901 La Salle Circle
Corona, CA 92879

1. Call to Order & Roll Call

Meeting is called to order at:

Member	Present	Absent
Carla Crow		
Trayci Nelson		
Jennifer Boren		
Beverly Saffold		
Frederica Bush		
Totals:		

Introduction of Guests:

- 1.
- 2.

2. Review & Approval of Agenda

Motion: Second: Vote:

3. Invitation to the Public to Address the Board

4. Discussion Items

- a. Modular Master Lease Agreement
- b. Contract 1- Prevailing Wages Contract
- c. Contract 2- Non-prevailing Wages Contract

5. Action Items

a. Approval of Modular Lease Agreement:

Motion: Second: Vote:

Member	Aye	Nay	Abstain	Absent
Carla Crow				
Trayci Nelson				
Jennifer Boren				
Beverly Saffold				
Frederica Bush				
Totals:				

b. Approval of Contract Agreement #1:

Motion: Second: Vote:

Member	Aye	Nay	Abstain	Absent
Carla Crow				
Trayci Nelson				
Jennifer Boren				
Beverly Saffold				
Frederica Bush				
Totals:				

c. Approval of Contract Agreement #2:

Motion: Second: Vote:

Member	Aye	Nay	Abstain	Absent
Carla Crow				
Trayci Nelson				
Jennifer Boren				
Beverly Saffold				
Frederica Bush				
Totals:				

6. Board Comments

7. Adjournment

Meeting is adjourned at:

Motion: Second:

Next board meeting date:

This legislative body conducts business under the meeting requirements of the Ralph M. Brown Act.

MEETING AGENDA & RELATED MATERIALS

Agendas for regular meetings as defined by the Brown Act will be posted at the meeting site and the legislative body's website, if applicable, 72 hours prior to the start of the meeting. Agendas for special meetings as defined by the Brown Act will be posted at the meeting site and the legislative body's website, if applicable, 24 hours before the start of the meeting. Materials relating to an agenda topic that is a matter of public record in open session, will be made available for public inspection 72 hours prior to the start of the meeting, or, alternatively, when the materials are distributed to at least the majority of the board members.

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

SPECIAL PRESENTATION MAY BE MADE

Notice is hereby given that, consistent with the requirements of the *Bagley-Keene Open Meeting Act*, special presentations not mentioned in the agenda may be made at this meeting. However, any such presentation will be for information only.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the *Rehabilitation Act of 1973* and the *Americans with Disabilities Act of 1990*, any individual with disability who requires reasonable accommodation to attend or participate in this meeting may request assistance by contacting REACH Leadership STEAM Academy at 4850 Jurupa Ave., Riverside, CA 92506; (951) 275-8850; (951) 275-8829 fax.

FOR MORE INFORMATION

For more information concerning this agenda or for materials relating to this meeting please contact REACH Leadership STEAM Academy at 4850 Jurupa Ave., Riverside, CA 92506; (951) 275-8850; (951) 275-8829 fax.



Sean Khan Consulting Company, Inc. (dba) SKC Company
 13617 12th Street – unit B
 Chino, CA 91710
 Phone: (909) 740-3120 Fax: (909) 726-9470
 www.skccompany.com

Lease Start Date: 2/01/2017

Lease No.	51
Account Rep:	Ira Peppers
Phone:	213-700-2806

MASTER LEASE AGREEMENT

Lessee
 REACH Leadership Academy
 3422 Rustin Ave
 Riverside, CA 92507

Delivery Location
 Site Contact: Dr. Rentie
 Address: 3422 Rustin Ave
 City: Riverside, CA 92507
 Project Name: Reach Leadership Academy
 Estimated Mileage: N/A
 Prevailing Wage: N/A

Dr. Rentie

Tax Rate: N/A

Monthly Charges

Qty	Description	Size	Monthly Rate	Tax	Lease Term	Total Recurring Monthly Charges	Total Lease Term
13	Standard	24'x40'	\$ 725.00	\$ -	60	\$ 9,425.00	\$ 565,500.00
2	Classrooms	24'x60'	\$ 1,900.00	\$ -	60	\$ 3,800.00	\$ 228,000.00
3	Restrooms	12'x40'	\$ 1,050.00	\$ -	60	\$ 3,150.00	\$ 189,000.00
1	Admin Office	48'x40'	\$ 3,000.00	\$ -	60	\$ 3,000.00	\$ 180,000.00
1	MPR	84'x60'	\$ 7,308.00	\$ -	60	\$ 7,308.00	\$ 438,480.00
0			\$ -	\$ -		\$ -	\$ -
Total Mo. Charges:						\$ 26,683.00	
Total Lease Term:							\$ 1,600,980.00

Charges Upon Delivery

Delivery and Set - Up		Each	Tax Ea.	Total
13	Standard	\$ 725.00	\$ -	\$ 9,425.00
2	Classrooms	\$ 1,900.00	\$ -	\$ 3,800.00
3	Restrooms	\$ 1,050.00	\$ -	\$ 3,150.00
1	Admin Office	\$ 3,000.00	\$ -	\$ 3,000.00
1	MPR	\$ 7,308.00	\$ -	\$ 7,308.00
1	Fire Sprinkler Syst	N/A	\$ -	\$ 28,740.00
1	Delivery	included	\$ -	\$ -
1	Installation	included	\$ -	\$ -
Total Due Upon Delivery:				\$ 55,423.00

Charges Upon Return

Dismantle and Return		Each	Tax Ea.	Total
1	Knockdown	included	\$ -	\$ -
1	Return Freight	included	\$ -	\$ -
0			\$ -	\$ -
0			\$ -	\$ -
0			\$ -	\$ -
0			\$ -	\$ -
0			\$ -	\$ -
Total Dismantle and Return:				\$ -

Total Initial Invoice: \$ 55,423.00 *first months payment + charges due upon delivery

***Special Notes:**

By signing this document, lessee/customer accepts attached terms and conditions. (Attachment A)
 Please sign below and fax or email this document to the fax number shown or the email address you received the document from.

My signature confirms I am approved to sign for this Quote & Lease Agreement

Signature: _____

Print Name: _____

Title: _____ Date: _____

SKC COMPANY

NOTES, TERMS AND CONDITIONS (ATTACHMENT A)

SPECIAL NOTES

Additional Note: installation pricing may be adjusted due to site conditions. Site to have building corners marked by the District prior to delivery. Temporary fencing is the responsibility of the District. Transportation permits are included here; pilot cars are excluded. However, if pilot cars are required, this fee will be added to your initial bill. All final electrical connections are the responsibility of the District. SKC Company accepts no responsibility for site work, utilities, permits, and fire protection done on site by the District.

Block/Level: Price assumes building is installed on a SKC Company standard foundation. SKC Company assumes installation on the minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.

Delivery Date: Delivery date will not be confirmed until SKC COMPANY receives the signed lease agreement (or an acceptable equivalent) and all credit conditions have been met.

DSA Classrooms include: (2) 8040 marker boards, (1) fire extinguisher at each exit, empty back box with conduit stubbed to ceiling for future pull station & horn, skirting for perimeter of building only, standard factory ramp, and wood sill foundation for level site.

Yes - Prevailing Wage: Pricing includes prevailing wage and certified payroll for installation work performed on site.

Special Terms & Important Contractual Information

- A minimum cleaning charge of \$125 per floor will apply for modular buildings.
- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation and/or removal of same. Pricing quote for set up or installation (of building, skirting, earth anchors, ramps, etc.) does not include dismantle or removal unless otherwise noted. Except for skirting and earth anchors, unless noted, ownership of all installed or supplied items is retained by Lessor.
- Please treat our equipment with respect. All damages other than normal usage will be billed for at the end of lease.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- Rent will be billed in advance every 30 calendar days.
- Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.

Insurance Requirements

Please send, or have your insurance company send, a Certificate of Insurance to us. We require liability coverage (minimum of \$1,000,000) listing Sean Khan Consulting Company, Inc. (dba) SKC Company as an additional insured and property coverage for the value of the unit(s) leased listing Sean Khan Consulting Company, Inc. (dba) SKC Company as loss payee.

SKC COMPANY

NOTES, TERMS AND CONDITIONS (ATTACHMENT A)

Item & Description	Quantity	Insurance Value
24'x40' Standard	13	\$494,000.00
24'x60' Classroom	2	\$158,000.00
12'x40' Restroom	3	\$205,500.00
48'x40' Administration Office	1	\$140,000.00
84'x60' MPR	1	\$300,000.00

Incorporation Reference

The Supplemental Lease Terms and Conditions and Additional Advisory Information for Lessee or Buyer provisions are hereby incorporated by reference in their entirety, as updated from time to time by Lessor, in its sole discretion, and can be reviewed in the e-Customer Services section of the Lessor's web site at (<http://www.skccompany.com/ContractTerms>). The Lessee hereby confirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions and Additional Advisory Information.

Please sign below, and fax or email this document to the fax number shown above or the email address you received the document from.

- The parties hereto, SEAN KHAN CONSULTING COMPANY, INC. (DBA) SKC COMPANY, a California corporation, as lessor (the "Lessor") and lessee ("Lessee", as described above in the section titled "Customer Information") hereby agree to this Lease Agreement and the terms and conditions set forth in the Lease Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Lease Agreement affirms that he/she is duly authorized to execute and commit to this Lease Agreement for the above named Lessee.

LESSOR: Sean Khan Consulting Company, Inc. Signature: _____ Print Name: _____ Title: _____ Date: _____	LESSEE: REACH Leadership Academy 3422 Rustin Ave. Riverside, CA 92507 Signature: _____ Print Name: _____ Title: _____ Date: _____
--	---

LEASE TERMS AND CONDITIONS

1. **LEASE.** Lessor leases to Lessee, and Lessee leases from Lessor, the equipment listed on any Lease Agreement hereto (the "Equipment") on the terms and conditions set forth herein. Each such Lease Agreement (an "Agreement") and the lease provisions on the Lessor's website at (<http://www.skccompany.com>) (the "Incorporated Provisions"), to the extent incorporated by reference into such Agreement, together with these Lease Terms and Conditions (the "Lease Agreement"), to the extent incorporated by reference into such Agreement, shall constitute a separate and independent lease (a "Lease") of the Equipment listed in such Agreement under "Product Information". Capitalized terms used but not defined in this Master Lease Agreement shall have the meanings set forth in the applicable Agreement. In the event of a conflict between this Master Lease Agreement or the Incorporated Provisions and the Agreement, the Agreement shall control.



SKC COMPANY

NOTES, TERMS AND CONDITIONS (ATTACHMENT A)

2. LEASE TERM. The Lease shall commence on the Start Rent Date specified in the Agreement (which may be adjusted by mutual agreement of Lessee and Lessor), and shall continue thereafter for the number of months specified in the Agreement as the "Contract Term" (the "Lease Term"). Lessee is responsible for paying the Monthly Rent specified in the Agreement (as such may be adjusted pursuant to Section 4) for each month during the Lease Term. Lessee shall have no right to terminate the Lease prior to the expiration of the Lease Term; provided that, in the event that Lessee surrenders the Equipment to Lessor prior to the completion of the Lease Term, the Lease Term shall cease upon the later to occur of (i) the date when Lessee shall have complied with Section 3 and (ii) Lessee has paid to Lessor an early termination fee to be determined by Lessor in its sole discretion. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. In the event Lessor is responsible for delay in obtaining, delivering or setting up the Equipment, the Start Rent Date shall be deemed to be revised to the date that Lessor substantially completes setting up the Equipment. If any delay in obtaining, delivering or setting up the Equipment is caused by failure of the site to be ready or for any other reason not solely the responsibility of Lessor, the Lease shall commence as of the Start Rent Date originally stated notwithstanding such delay.

3. RETURN OF EQUIPMENT. Regardless of the stated Lease Term, Lessee must provide a minimum of 30 days' prior notice for return delivery of Equipment (except that Equipment consisting of containers requires only 10 days' notice). Please review the Incorporated Provisions on the website at (<http://www.skccompany.com>) for the conditions under which the Equipment must be returned.

4. HOLDING OVER; LEASE EXTENSION. If Lessee (a) fails to notify Lessor of the intended return of Equipment as required under Section 4(a) of the Incorporated Provisions, (b) fails to prepare the Equipment for dismantle as required under Section 4(a) of the Incorporated Provisions or (c) fails to pay the charges upon return as required under Section 4(b) of the Incorporated Provisions, the Lease Term shall be extended, on a month-to-month basis, beyond the Lease Term stated above. In this event, Lessor may establish a revised rental rate for such extended Lease Term, which revised rental rate shall constitute the Monthly Rent for such extended Lease Term following completion of the initial Lease Term. Dismantle, charges upon return and other charges related to the return of the Equipment may also be revised by Lessor for such extended Lease Term.

5. LESSEE AGREEMENTS. Lessee agrees that:

(a) Lessor may insert in the applicable Agreement the serial number and other identification data relating to the Equipment when ascertained by Lessor; and

(b) Lessor (or its agents, employees or contractors) may, from time to time at any reasonable time, enter upon the premises of Lessee for the purposes of (1) inspecting the Equipment or posting "Notices of Non-Responsibility" or similar notices thereon, or (2) photographing the Equipment, including any items or occupants within or surrounding the Equipment, for promotional or other purposes. If Lessor determines that repairs to the Equipment are needed, Lessee shall grant access for said repairs. Lessor shall bear the expense of any repairs that it determines are needed to ameliorate normal wear and tear; the expense of all other repairs (including any repairs requested by Lessee) shall be borne by Lessee. If Lessee does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates.

6. SECURITY DEPOSIT. Upon the signing of any Agreement, Lessee shall provide to Lessor the Security Deposit specified in such Agreement. The Security Deposit shall be held by Lessor (who shall have no obligation to collect or pass through to Lessee any interest thereon) as security for Lessee's faithful performance of the terms and conditions of the applicable Lease, including without limitation Lessee's indemnification obligations under Section 12. If an Event of Default occurs, Lessor may apply the Security Deposit to payment of its costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any costs, expenses or damages sustained by Lessor in connection with the Lease (provided, however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit). In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at the amount specified in the Agreement. At the end of the Lease Term, Lessor shall apply any remaining balance of the Security Deposit to the payment of any monies owed to Lessor under the Lease. Thereafter, if no Event of Default has occurred and is continuing and Lessee has complied with Section 3, Lessor shall return to Lessee any remaining balance of the Security Deposit.

7. ASSIGNMENT. Lessee will not assign, convey, transfer, or hypothecate its interest, or any part thereof, in and to any Lease or the Equipment, whether voluntarily or involuntarily, without the prior written consent of Lessor; and any such attempted assignment, conveyance, transfer, or hypothecation, whether voluntary or involuntary, shall be null and void, and upon any such attempted assignment, conveyance, transfer, or

SKC COMPANY

NOTES, TERMS AND CONDITIONS (ATTACHMENT A)

hypothecation, Lessor may, at its option, terminate the Lease. Lessor may, at its option and without the prior approval of Lessee, transfer, convey, assign or hypothecate its interest or any part thereof, in and to the Lease. It is understood and agreed by Lessee that Lessor may be acting as an agent for the true owner of the Equipment (the "Principal"), and that such Principal, if any, shall have all the rights and protection of Lessor hereunder.

8. PAYMENTS. Lessee agrees to pay to Lessor (at the office of Lessor or to such other person or at such other place as Lessor may from time to time designate to Lessee in writing) each payment specified herein on a net invoice basis without demand by Lessor. All payments due from Lessee pursuant to the terms of the Lease shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever. If any payment is not received by Lessor within five (5) days from the date due, Lessee shall pay Lessor interest at the rate of EIGHTEEN PERCENT (18%) per annum (or at the maximum rate permitted by applicable law, if less) on such payment until received. In order to reimburse Lessor for resulting administrative expenses, Lessee shall also pay a late charge of TWENTY-FIVE (\$25.00) for each delinquent payment each and every month that such payment(s) remain(s) delinquent.

9. TAXES AND LIENS. Lessee agrees to keep the Equipment free of all levies, liens or encumbrances. Lessee shall, in the manner directed by Lessor, (a) make and file all declarations and returns in connection with all charges, fees and taxes (local, state and federal) levied or assessed either upon Lessee or Lessor, or upon the ownership, leasing, rental, sale, possession, use, or operation of the Equipment, and (b) pay all such charges, fees and taxes. However, Lessor shall pay all local, state or federal net income taxes relating to the Lease. If Lessee fails to pay taxes and charges as required by this Section, Lessor shall have the right, but not the obligation, to make such payments. In the event that Lessor makes any such payments, Lessee shall reimburse Lessor for such costs as deemed appropriate by Lessor and as invoiced by Lessor.

10. LOSS OR DAMAGE. Until the Equipment is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment. Subject to Section 12(b), should any Equipment damaged be capable of repair, the Lease shall not terminate, but Lessee shall cause the Equipment to be repaired and restored to its condition existing prior to such damage, at Lessee's sole expense. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by Lessor, up to an amount equal to that paid to Lessor pursuant to this paragraph.

11. INSURANCE.

(a) Lessee shall provide, maintain, and pay all premiums for insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof, naming Lessor as loss payee of the proceeds. Lessee shall also provide, maintain, and pay all premiums for public liability insurance (minimum of \$1,000,000 per occurrence), naming Lessor as an additional insured. All insurance shall be in a form and with a company satisfactory to Lessor, and shall not be subject to cancellation without thirty-(30) day's prior written notice to Lessor. Lessee shall deliver to Lessor insurance policies, or evidence of insurance related thereto, meeting the above requirements. Proceeds of such insurance shall, at Lessor's option, be applied either towards replacement, restoration or repair of the Equipment or towards payment of Lessee's obligations under the Lease. Lessor may require Lessee's insurance carrier to be licensed to do business in the state where the Equipment is being leased.

(b) Should Lessee fail to provide satisfactory proof of insurance prior to delivery of Equipment or at any time during the Lease Term, Lessor shall have the right, but not the obligation, to obtain such insurance and/or make such payments. In the event that Lessor makes such payment(s), Lessee shall reimburse Lessor for such insurance as deemed appropriate by Lessor and as invoiced by Lessor. In any event, Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.

12. WAIVER AND INDEMNIFICATION.

(a) Lessee hereby waives and releases all claims against Lessor for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment, (ii) injuries to Lessee, Lessee's agents and third persons, and (iii) the use, misuse, or malfunction of any security screens provided with the Equipment, in each case, irrespective of the cause of such loss, damage or injury. Under no circumstances shall Lessor be liable to Lessee for any special, incidental or consequential damages of any kind (including, but not limited to damages for loss of use, or profit, by Lessee or for any collateral damages), whether or not caused by Lessor's negligence or delay, resulting from the Lease or the manufacture, delivery, installation, removal or use of the Equipment, or in connection with the services rendered by Lessor hereunder, even if the parties have been advised of the possibility of such damages.

SKC COMPANY

NOTES, TERMS AND CONDITIONS (ATTACHMENT A)

(b) Lessee agrees to indemnify and hold harmless Lessor from and against any and all losses, liabilities, costs, expenses (including attorney fees), claims, actions, demands, fines, forfeitures, seizures or penalties (collectively, "Claims") arising out of (i) the maintenance, possession or use of the Equipment by Lessee, its employees, agents or any person invited, suffered or permitted by Lessee to use or be in, on or about the Equipment, including to the extent arising from Lessor's negligence, (ii) Lessee's failure to comply with any of the terms of the Lease (including without limitation Sections 5(a)(ii) and 5(f)(i) of the Incorporated Provisions, and Sections 6 14 and 15 hereto), and (iii) any theft or destruction of, or damage to, the Equipment. If the foregoing obligations are not enforceable against Lessee under applicable law, Lessee agrees to indemnify and hold harmless Lessor from and against any and all Claims to the maximum extent permitted by applicable law. Lessee shall make all payments due under this Section upon demand by Lessor.

13. EVENTS OF DEFAULT.

(a) Each of the following shall constitute an "Event of Default": (1) default by Lessee in making any required payment to Lessor and the continuance of such default for ten (10) consecutive days; (2) any default or breach by Lessee of Section 7, (3) default by Lessee in the performance of any obligation, covenant or liability contained in the Lease or any other agreement or document with Lessor and the continuance of such default for ten (10) days after written notice, thereof by Lessor to Lessee; (4) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished; (5) loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment, or any levy, seizure or attachment thereof or thereon; or (6) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or business failure; or the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value hereof.

(b) REMEDIES OF LESSOR: Upon the occurrence of any Event of Default and any time thereafter, Lessor may, without notice, exercise one or more of the following remedies, as Lessor, in its sole discretion shall elect: (1) declare all unpaid lease payments under the Lease to be immediately due and payable; (2) terminate the Lease as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability for suit, action or other proceedings by Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the site specified on the applicable Agreement or any other location without affecting the obligations of Lessee as provided in the Lease; (6) sell or lease the Equipment or any part thereof by public or private sale or lease at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee (if notice of sale is required by law, notice in writing not less than ten (10) days prior to the date thereof shall constitute reasonable notice to Lessee); (7) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of the Lease or to recover damages for the breach hereof; (8) apply the Security Deposit to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any damages sustained by Lessor (provided, however, nothing herein shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit); (9) exercise any and all rights accruing to Lessor under any applicable law upon an Event of Default. In addition, Lessor shall be entitled to recover immediately as damages, and not as a penalty, a sum equal to the aggregate of the following: (i) all unpaid payments as are due and payable for any items of Equipment up to the date of repossession by Lessor; (ii) any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and other reasonable costs and expenses; (iii) an amount equal to the excess of (a) all unpaid payments for any item of Equipment repossessed by Lessor from the date thereof to the end of the term of the Lease over (b) the fair market lease value of such item or items of Equipment for such unexpired lease period (provided however, that the fair market lease value shall be deemed to not exceed the proceeds of any sale of the Equipment or lease thereof by Lessor for a period substantially similar to the unexpired lease period); and (iv) the replacement cost of any item of Equipment which Lessee fails to prepare for return to Lessor as provided above or converts or is destroyed, or which Lessor is unable to repossess.

14. **OWNERSHIP AND MARKING OF EQUIPMENT.** Title to the Equipment shall remain in Lessor (or its Principal). Excepting only as may be granted in a separate writing signed by Lessor, no option or other right to purchase the Equipment is granted or implied by the Lease to Lessee or any other person. The Equipment shall remain and be deemed to be personal property of Lessor, whether attached to realty or not, and upon termination of the Lease or the occurrence of an Event of Default, Lessee shall have the duty and Lessor shall have the right to remove the Equipment whether or not affixed to any realty or building without any liability to Lessor for damage to the realty or building caused by the removal of the Equipment. Any replacement, substitutes, accessories or parts, whether placed in or upon the Equipment or not, whether made a component part thereof or not, shall be the property of Lessor and shall be included under the terms of the Lease.

SKC COMPANY

NOTES, TERMS AND CONDITIONS (ATTACHMENT A)

15. COMPLIANCE WITH LAW. Lessee assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment. Lessee agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment. Lessee shall pay the cost of all license and registration fees and renewals thereof.

16. GOVERNING LAW. Lessee and Lessor agree that the Lease shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of law's provisions.

17. JURISDICTION.

(a) In any case where the Equipment is located in the State of Maryland or the State of Virginia, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) In all other cases, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Lessee or Lessor as a result of any dispute regarding matters arising in connection with the Lease. Further, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

18. MEDIATION; ARBITRATION. Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have any claims, disputes, or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of the Lease, including but not limited to breach thereof, referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. If mediation fails to resolve the claims, disputes or controversies between Lessor and Lessee, Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have the claims, disputes or controversies referred to binding arbitration. The parties hereto acknowledge that the subject matter of the Lease is a matter of interstate commerce.

19. CREDIT CARD AUTHORIZATION. Lessee hereby gives authorization to Lessor to charge against credit card provided all amounts billed for this transaction including applicable taxes, shipping and handling charges. For a rental/lease transaction, charges may be recurring and additional billing and charges will occur until such time as all Equipment and respective accessories are returned and the rental is terminated.

20. HAZARDOUS MATERIALS. Lessee agrees that no water, paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials, shall be maintained or stored in or on the Equipment.

21. MISCELLANEOUS. Time is of the essence of each and every provision of the Lease. Failure of Lessor to enforce any term or condition of the Lease shall not constitute a waiver of subsequent defaults by Lessee, nor shall it, in any manner, affect the rights of Lessor to enforce any of the provisions hereunder. The invalidity or unenforceability of any provision of the Lease shall not affect the validity or enforceability of any other provision.

22. ENTIRE AGREEMENT. The Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and, except for the Incorporated Provisions that may be updated by Lessor from time to time in its sole discretion, may not be amended, altered or modified except by a writing signed by both Lessor and Lessee.



SEAN KHAN CONSULTING COMPANY, INC.
13617 12th Street – suite B Chino, CA 91710
Office: 909.740.3120 Fax: 909.726.9470
Commercial Dealers License #DL1279666

SBE Certified
DIR#1000012108
General Contractor License #992118

Contract Agreement #1 (AIA Document A101-2007)

Agreement made as of 10/31/2016,

Between the Owner:

Reach Leadership Academy
3422 Rustin Avenue
Riverside, CA 92507

And the Contractor:

SKC COMPANY
13617 12th Street – suite B
Chino, CA 91710

For the following Project:

Reach Leadership S.T.E.A.M. Academy
3422 Rustin Avenue
Riverside, CA 92507

Architect:

Ruhnau Ruhnau Clarke Architects
3775 Tenth Street
Riverside, CA 92501

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANOUES PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda 1 & 2, and changes per our meetings issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or



SEAN KHAN CONSULTING COMPANY, INC.
13617 12th Street – suite B Chino, CA 91710
Office: 909.740.3120 Fax: 909.726.9470
Commercial Dealers License #DL1279666

SBE Certified
DIR#1000012108
General Contractor License #992118

agreement, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

Contractor shall fully execute the scope of work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Work in Contract specified herein below

Clearing Land/ Demolition Per Site

Clear land of plants, shrubs and overgrowth. Tree removal, stripping removal. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.

Equipment/Labor/Removal: \$2,950.00

Existing Chain Linked Fence Removal – per sheet AS-1.0/note 2.5/2.9 (1150ln.ft)

Equipment/Labor/Removal: \$6,900.00

Existing Demo Concrete Slab per sheet AS-1.0/note 2.4, 2.7, 2.8 (1250sq.ft.)

Equipment/Labor/Removal: \$12,000.00

Existing Saw Cut AC Paving/Removal per sheet AS-1.0/note 2.19 (280ln.ft.)

Equipment/Labor/Removal: \$1,040.00

Existing Steel Removal per sheet AS-1.0/note 2.15, 2.16 & 2.17

Equipment/Labor/Removal: \$8,500.00

Existing alteration to add mow-curb etc. per sheet AS-1.0/note 2.35, 2.36 & 2.37

Equipment/Labor/Install: \$13,900.00

Site Survey

Plan review, calculations, field crew preparation

- Site Control & Elevation verification & property lines/demo limits
 - Rough Grading Stakes for Building Pads
 - Rough Grading Stakes for curb & gutter
 - Building Pad & Certification & building form certification
 - Baseball field location
 - Building Corners, (20 building)
 - Site Fencing
 - Storm Drain, Area Drains & Catch Basins
 - Sewer line, manholes & cleanouts
 - Storm Tech chambers
 - Water - Domestic and Fire Appurtenances
 - Light standards & Transformer Pad
 - Courtyard layout
 - Curb & gutter
 - Handicap Ramps
 - Supervision & managements
- Labor: \$34,300.00

Lot Grading

Stake location to be graded. Grade soil and remove rocks to final grade. Dirt removal is extra. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup. MPR Modular will be pit set, all others over native with ramps.



SEAN KHAN CONSULTING COMPANY, INC.
13617 12th Street – suite B Chino, CA 91710
Office: 909.740.3120 Fax: 909.726.9470
Commercial Dealers License #DL1279666

SBE Certified
DIR#1000012108
General Contractor License #992118

Equipment/Labor: \$188,283.00 Additional sq.ft. cost (\$4.79)

Class 2 Aggregate Base

Import 400 Tons of Class #2 Aggregate Base (5,408 cubic ft)

Materials Cost: \$8,500.00

Distribute and level crushed stone to uniform thickness of roughly 4". Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.

Equipment/Labor: \$8,950.00

Erosion Control

Single net straw erosion control blankets. For use on slopes to 3:1. 8' x 112' roll. Quantity includes typical waste overage, material for repair and local delivery.

Materials: \$2,850.00

Basic labor estimate to install erosion control mesh. Roll out and secure fabric in sections. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup, includes Epic Engineers supervision.

Labor: \$5,965.00 Additional Cost per sq.ft. (\$5.48)

Dirt Removal

Load dirt into transfer vehicle / container and transport to dump destination. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.

Equipment/Removal: \$13,000.00 Based per cubic yard: \$130.00 x 100tons

Site Plumbing Domestic Water/Fire Hydrant/Sewer

Note: Future water line and waste for 60x32 science lab included

Water Line - Schedule 80 PVC water line 1" 80ln.ft. & 2" 944ln.ft.

Materials: \$3,302.00

Fire Hydrant Line – 6" PVC, C900, DR25 160ln.ft.

Materials: \$3,800.00

Sewer Waste Line – 4" SDR 35 PVC 840ln.ft.

Materials: \$2,520.00

Sewer Cleanouts x13 per Detail "D"/sheet 4 of 7, with Brooks No1/Cast Iron lid

Materials: \$3,600.00

2 Drinking Fountains

Materials: \$5,000.00

Back Flow Devices

Materials: \$1,490.00

Equipment/Labor for above: \$62,600.00

2 Water Meters

Materials/Labor for above: \$4,000.00

1 Fire Hydrant 6" and Thrust Block (2 locations) & water line for Fire Sprinkler system

Material/Labor: \$29,700.00

Chlorination of Water Line

Material/Labor: \$5,000.00

Storm Drain

Drain 12" SDR 35 PVC Storm Drain/Brooks Product Drain Box (

Materials: \$9,500.00

Equipment/Labor for above: \$10,600.00



SEAN KHAN CONSULTING COMPANY, INC.
13617 12th Street – suite B Chino, CA 91710
Office: 909.740.3120 Fax: 909.726.9470
Commercial Dealers License #DL1279666

SBE Certified
DIR#1000012108
General Contractor License #992118

Storm Tech Chamber System SC-740 with 30" Nyoplast Drain Basin
Equipment/Materials/Labor for above: \$29,614.00

Basin Storage

A 20x45, B 20x40, C 10x60, & D20x15/10x15
Materials: \$4,300.00 6" SDR 35 PVC (900In.ft.)
Materials: \$1,520.00 104 Tons of Drain Rock
Materials: \$8,000.00 Engineered Soil Media (ESM) for Vegetation
Labor: \$18,500.00

Colored Concrete 4417sq.ft., Pavers, Decompressed Granite

4+ inch thick, over 2" Sand Base, uniformly colored, reinforced 3500 PSI concrete, pavers brick lay and decompressed granite. Broom finish. Quantity includes typical waste overage, material for repair and local delivery.

Material: \$11,565.00

Sand Material: \$3,150.00

Layout pad height and slope. Lightly grade and compact soil. Set forms and reinforcing. Pour, finish and colored concrete. Excavation not included. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.

Equipment/Labor: \$16,800.00

Concrete Curb 260In.ft.

6+ inch thick, fibermesh reinforced 3500 PSI concrete. Broom finish. Quantity includes typical waste overage, material for repair and local delivery.

Materials: \$3,800.00

Layout finished height and slope. Lightly grade and compact soil. Set forms and reinforcing. Pour and finish concrete. Excavation not included. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.

Equipment/Labor: \$12,020.00

Additional cost per In.ft. (\$27.00)

Concrete 0" Curb 26In.ft.

6+ inch thick, fibermesh reinforced 3500 PSI concrete. Broom finish. Quantity includes typical waste overage, material for repair and local delivery. Layout finished height and slope. Lightly grade and compact soil. Set forms and reinforcing. Pour and finish concrete. Excavation included. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.

Materials/Equipment/Labor: \$1,840.00

Additional cost per In.ft. (\$29.00)

Redwood Header 333In.ft

Materials/Labor: \$10,658.00

Additional cost per In.ft. (\$26.00)

Chain linked Fencing

11.5 ga galvanized chain link fabric. 16 ga galvanized steel posts. 17 ga galvanized steel rails. Quantity includes typical waste overage, material for repair and local delivery.

Materials: \$17,062.00

Layout post locations. Dig post holes up to 3'6" deep. Set steel posts in concrete at 10' spacing. Install and secure 6' tall chain link fabric between posts. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.

Equipment/Labor: \$19,500.00

Ornamental Steel Fencing



SEAN KHAN CONSULTING COMPANY, INC.
13617 12th Street – suite B Chino, CA 91710
Office: 909.740.3120 Fax: 909.726.9470
Commercial Dealers License #DL1279666

SBE Certified
DIR#1000012108
General Contractor License #992118

Layout post locations. Dig post holes up to 3'6" deep by 18" wide. Set posts in concrete at 8' spacing. 3/4" Square tube, 11Ga Pickets, Equally spaced 4" max. By Entrance footing per detail 8

Materials: \$45,080.00

Equipment/Labor: \$16,800.00

Passenger Loading ZONE

1000sq.ft. 4+ inch thick, fibermesh reinforced 3500 PSI concrete. Broom finish, Truncated domes per sheet AS-2.1/D7, D9

Materials/Labor: \$16,600.00

Asphalt Overlay (33,414 sq.ft.)

Hot mix asphalt surfacing. Quantity includes typical waste overage, material and local delivery.

Material Cost: \$59,142.00

Basic labor estimate to install asphaltic concrete sidewalk. Layout sidewalk path, height and slope. Lightly grade and compact soil. Add gravel base layer Class II Aggregate and Native Soil (per drawing sheet 1 of 7/notes 1 & 2). Apply and roll asphalt layer. Excavation not included. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup.

Equipment & Labor: \$91,090.00

Additional cost per sq.ft.: (\$6.36)

Asphalt Slurry Coating, materials and labor.

Cost: \$20,048.00

Additional cost per sq.ft.: (\$0.60)

MISCELLANOUES

6 - Signage Posts: 24" deep by 12" wide

Equipment/Materials/Labor: \$1,200.00

3 - Steel Bollards 4' deep by 16" wide

Equipment/Materials/Labor: \$1,050.00

1- Flag Pole 4'6" deep by 3'6" round:

Equipment/Materials/Labor: \$2,400.00

2 - Tetherball Post 3' deep by 12" wide:

Equipment/Materials/Labor: \$500.00

2 - Basketball Post 4'6" deep by 2' wide:

Equipment/Materials/Labor: \$4,800.00

24 - Modular Building Close-Panels per sheet ASD-1.0/D4

Materials/Labor: \$7,200.00

Stripping per plans

Equipment/Materials/Labor: \$9,500.00

ADA Signage & Exterior Signage

20 Room ID with ISA, 1/4" matte clear acrylic 6" x 13.5"

9 Room ID, 1/4" matte clear acrylic 6" x 7.5"

32 Exit Ramp Down, 1/8" matte clear acrylic 5" x 9.5"

1 Exit Route, 1/8" matte clear acrylic 5" x 9.5"

14 Restroom ID, 1/4" matte clear acrylic 9" x 6"

6 Title 24 triangle, 1/4" clear acrylic x

6 Title 24 circle, 1/4" clear acrylic x

2 Title 24 combo, 1/4" clear acrylic x

1 Maximum Occupancy, 1/8" clear acrylic 9" x 9"

Materials: \$8,884.00

27 cast aluminum letters, painted finish, flush stud mounted 9" x

REACH LEADERSHIP STEAM ACADEMY



SEAN KHAN CONSULTING COMPANY, INC.
 13617 12th Street – suite B Chino, CA 91710
 Office: 909.740.3120 Fax: 909.726.9470
 Commercial Dealers License #DL1279666

SBE Certified
 DIR#1000012108
 General Contractor License #992118

Materials: \$3,233.00
 No Parking Any Time/Stop Signs/Accessible Parking Sign/Passenger Drop Off Sign
 Materials: \$1,800.00 Labor: \$3,500.00

PREVAILING WAGE TOTAL: \$899,406.00
 Addendum #1 and #2 Acknowledged

CONTRACT	Prevailing Wage: \$ 899,406.00 Allowance: \$ 100,000.00 Overhead/Profit: \$ 179,594.00 TOTAL: \$1,179,000.00 Sales Tax: included
-----------------	---

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provisions is made for the date to be fixed in a notice to proceed issued by the Owner.

Notice to Proceed by November 12th, 2016.

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completions of the entire Work not later than January 31, 2017 or 81 calendar days from the date of commencement, subject to adjustment of this Contract Time as provided in the Contract Documents.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in the current funds for the Contractor's performance of the Contract. The Contract Sum Shall be. (\$1,179,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by Owner:

- .1 Deleted Alternates 01 23 00 – 2/1.06 Entire (EXHIBIT A)
- .2 added Fire Sprinkler raceway from Fire Hydrant to MPR (EXHIBIT B)
- .3 added Future water line and sewer for 1 24x40 and 1 60x32 Modular (EXHIBIT C)

§ 4.3 Unit prices, if any: included in contract sum.

§ 4.4 Allowances included in the Contract Sum, if any: \$100,000.00

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments



SEAN KHAN CONSULTING COMPANY, INC.
13617 12th Street – suite B Chino, CA 91710
Office: 909.740.3120 Fax: 909.726.9470
Commercial Dealers License #DL1279666

SBE Certified
DIR#1000012108
General Contractor License #992118

§ 5.1.1 Based upon Applications for Payments submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments an account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payments shall be one calendar month ending on the last day of the month, or as follows: per 45days

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 16th day of January, 2017. If an application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than 45 days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Application for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (5%). Pending final determination of the cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (5%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payments as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the

- .1 Completion of the Work, a sum sufficient to increase the total payments to the full tract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (*Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon substantial Completion of Work with consent of surety, if any.*)



SEAN KHAN CONSULTING COMPANY, INC.
13617 12th Street – suite B Chino, CA 91710
Office: 909.740.3120 Fax: 909.726.9470
Commercial Dealers License #DL1279666

SBE Certified
DIR#1000012108
General Contractor License #992118

- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3. of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows: per section 5.1.6.1 & 5.1.6.2

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment: and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 45 days after the issuance of the Architect's final Certificate for Payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation, the method of binding dispute resolutions shall be as follows:

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

OR

Litigation in a court of competent jurisdiction

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS



SEAN KHAN CONSULTING COMPANY, INC.
13617 12th Street – suite B Chino, CA 91710
Office: 909.740.3120 Fax: 909.726.9470
Commercial Dealers License #DL1279666

SBE Certified
DIR#1000012108
General Contractor License #992118

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (N/A)

§ 8.3 The Owner's Representative: Dan Goon/Ruhnau Ruhnau Clarke Architects

§ 8.4 The Contractor's Representative: Sean Khan/SKC COMPANY

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other Provisions: none

ARTICLE 9 ENUMERATION OF THE CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract: Project Manual

§ 9.1.4 The Specifications: per Project Manual or Conditions of the Contract

§ 9.1.5 The Drawings: **EXHIBIT E**

§ 9.1.6 The Addenda:

Addenda #1	April 9, 2016	22 pages
Addenda #2	April 10, 2016	10 pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Documents E201-2007. Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007. Or cashier check (5%) of contract value.



SEAN KHAN CONSULTING COMPANY, INC.
13617 12th Street – suite B Chino, CA 91710
Office: 909.740.3120 Fax: 909.726.9470
Commercial Dealers License #DL1279666

SBE Certified
DIR#1000012108
General Contractor License #992118

This Agreement entered into as of the day and year first written above.

Owner (Signature)

Contractor (Signature)

(Printed name and title)

(Printed name and title)

Date

Date



SEAN KHAN CONSULTING COMPANY, INC.
13617 12th Street – suite B Chino, CA 91710
Office: 909.740.3120 Fax: 909.726.9470
Commercial Dealers License #DL1279666

SBE Certified
DIR#1000012108
General Contractor License #992118

Contract Agreement #2 (AIA Document A101-2007)

Agreement made as of 10/31/2016,

Between the Owner:

Reach Leadership Academy
3422 Rustin Avenue
Riverside, CA 92507

And the Contractor:

SKC COMPANY
13617 12th Street – suite B
Chino, CA 91710

For the following Project:

Reach Leadership S.T.E.A.M. Academy
3422 Rustin Avenue
Riverside, CA 92507

Architect:

Ruhnau Ruhnau Clarke Architects
3775 Tenth Street
Riverside, CA 92501

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANOUES PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda 1 & 2, and changes per our meetings issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or



SEAN KHAN CONSULTING COMPANY, INC.
13617 12th Street – suite B Chino, CA 91710
Office: 909.740.3120 Fax: 909.726.9470
Commercial Dealers License #DL1279666

SBE Certified
DIR#1000012108
General Contractor License #992118

agreement, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

Contractor shall fully execute the scope of work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Work in Contract specified herein below based on non-prevailing wage

Site Electrical includes coordination with local utility company

Scope of Work: Install Power as Per Plans Dated 2-25-15

- coordinate with local utility company
- Provide and install new Utility Transformer Pad page E-0.2
- Provide and Install new 1200 amp Switchgear Page E-0.2
- trench approx 1400 ft of trench and compact/backfill after
- install and conductors as per plans SLD and Conductor Schedule Page E-0.2
- Provide install x8 2x3x3 Utility Vaults as per plans with Traffic rated covers
- Provide install x8 3x5x3 Utility vaults as per plans with Traffic rated covers
- make all final conduit and conductor connections to ALL new Modules
- provide all grounding to each module as per plans
- EXCLUDED Provide and install x2 double head 20ft pole fixtures (addendum #2)
- EXCLUDED install light pole concrete caissons as per details (addendum #2)
- install approx 1000ft of UG conduits and conductors to interconnect all site lighting Trenching included as per plans
- provide all ground test as per plans
- megg test all main feeders as per requirements
- ADDED**Addendum #2 Add remote Meter monitoring and Network Capable Meter to capture cost of the existing classrooms**

Equipment/Materials/Labor: \$406,500.00

Install Power to additional locations and future bldgs. with low voltage raceway

- Install additional panel feeds to 3 different locations and x4 additional panels
- install additional 800ft of 1 1/2" PVC w-4 #1
- install additional 4- 100 amp breakers
- install additional 800ft of 2" PVC for fire and data for Future
- install 2- new UG 2x3 vaults for future
- provide all ground test as per plans
- megg test all main feeders as per requirements

Materials/Labor: \$30,800.00

Switchgear upgrade from 1400amp per plan to 2000amp Equipment: \$7,000.00

Life Safety & Low-Voltage System

1. Intercom Zone paging, classroom bell tone and 25 wireless clocks

Materials/Labor: \$28,600.00

2. Wireless Access Point 25 WAP, 28 port manage network (WAP) switch for MDF



SEAN KHAN CONSULTING COMPANY, INC.
 13617 12th Street – suite B Chino, CA 91710
 Office: 909.740.3120 Fax: 909.726.9470
 Commercial Dealers License #DL1279666

SBE Certified
 DIR#1000012108
 General Contractor License #992118

3. Voice/Data Cable (2) Cat 6A drops at every WAP location, 1 MDF+ 5 IDF locations w/ fiber optics

Materials/Labor: \$55,500.00

4. VOIP Comm System NEC SV 9100 Voice Communication - 15 admin desktop sets, 30 CR sets, +accommodate 3 phone lines from phone company

Materials/Labor: \$32,500.00

5. Intrusion Detection Bosch D9412GV4 control panel for up to 32 areas + 3 control keypads, motion detectors, door contacts. Monitoring will by a separate company

Materials/Labor: \$20,750.00

6. Fire Alarm System Manual pull stations; horn/strobes for Interior & exterior applications

Materials/Labor: \$47,500.00

7. Low-Volt Site Work as Specified per Sheet ES-1.2

Equipment/Materials/Labor: \$78,500.00

Inclusive for the 2 extra classrooms and increase size of MPR

Rubber Play Surfacing

Equipment/Materials/Labor: \$43,300.00

Landscaping

Irrigation System - Materials/Labor: \$43,565.00

Non-Prevailing Wage total: \$794,515.00

Addendum #1 and #2 Acknowledged

CONTRACT

Non-Prevailing: \$ 794,515.00

TOTAL: \$ 794,515.00

Sales Tax: included

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provisions is made for the date to be fixed in a notice to proceed issued by the Owner.

Notice to Proceed by November 12th, 2016.

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completions of the entire Work not later than January 31, 2017 or 81 calendar days from the date of commencement, subject to adjustment of this Contract Time as provided in the Contract Documents.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in the current funds for the Contractor's performance of the Contract. The Contract Sum Shall be. (\$794,515.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by Owner:

- .1 Deleted Alternates 01 23 00 – 2/1.06 Entire (EXHIBIT A)



SEAN KHAN CONSULTING COMPANY, INC.
13617 12th Street – suite B Chino, CA 91710
Office: 909.740.3120 Fax: 909.726.9470
Commercial Dealers License #DL1279666

SBE Certified
DIR#1000012108
General Contractor License #992118

-
- .2 Added Install Power to additional locations and future bldgs. with low voltage raceway
- Install additional panel feeds to 3 different locations and x4 additional panels
 - install additional 800ft of 1 1/2" PVC w-4 #1
 - install additional 4- 100 amp breakers
 - install additional 800ft of 2" PVC for fire and data for Future
 - install 2- new UG 2x3 vaults for future
 - provide all ground test as per plans
 - Switchgear upgrade from 1400amp per plan to 2000amp Equipment

§ 4.3 Unit prices, if any: included in contract sum.

§ 4.4 Allowances included in the Contract Sum, if any: NONE

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payments submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments an account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payments shall be one calendar month ending on the last day of the month, or as follows: per 30days

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 15th day of 2nd month. If an application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than 30 days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Application for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (5%). Pending final determination of the cost to the Owner of



SEAN KHAN CONSULTING COMPANY, INC.
13617 12th Street – suite B Chino, CA 91710
Office: 909.740.3120 Fax: 909.726.9470
Commercial Dealers License #DL1279666

SBE Certified
DIR#1000012108
General Contractor License #992118

changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007, General Conditions of the Contract for Construction;

- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (5%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payments as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the

- .1 Completion of the Work, a sum sufficient to increase the total payments to the full tract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (*Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon substantial Completion of Work with consent of surety, if any.*)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3. of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows: per section 5.1.6.1 & 5.1.6.2

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.



SEAN KHAN CONSULTING COMPANY, INC.
13617 12th Street – suite B Chino, CA 91710
Office: 909.740.3120 Fax: 909.726.9470
Commercial Dealers License #DL1279666

SBE Certified
DIR#1000012108
General Contractor License #992118

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation, the method of binding dispute resolutions shall be as follows:

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

OR

Litigation in a court of competent jurisdiction

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (N/A)

§ 8.3 The Owner's Representative: Dan Goon/Ruhnau Ruhnau Clarke Architects

§ 8.4 The Contractor's Representative: Sean Khan/SKC COMPANY

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other Provisions: none

ARTICLE 9 ENUMERATION OF THE CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract: Project Manual

§ 9.1.4 The Specifications: per Project Manual or Conditions of the Contract



SEAN KHAN CONSULTING COMPANY, INC.
 13617 12th Street – suite B Chino, CA 91710
 Office: 909.740.3120 Fax: 909.726.9470
 Commercial Dealers License #DL1279666

SBE Certified
DIR#1000012108
General Contractor License #992118

§ 9.1.5 The Drawings: EXHIBIT E

§ 9.1.6 The Addenda:

Addenda #1	April 9, 2016	22 pages
Addenda #2	April 10, 2016	10 pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Documents E201-2007. Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below

ARTICALE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007. Or cashier check (5%) of contract value.

This Agreement entered into as of the day and year first written above.

Owner (Signature)

Contractor (Signature)

 (Printed name and title)

 (Printed name and title)

 Date

 Date