

OAK PARK UNIFIED SCHOOL
DISTRICT 5801 E. CONIFER STREET
OAK PARK, CALIFORNIA 91377
(818) 735-3206

FACILITY PLANNING COMMITTEE

MEETING MINUTES

DATE: January 7, 2019
TIME: 3:30 p.m.
PLACE: Education Service Center, Conference Room

PRESENT: Brianna Adams, Brad Benioff, Leon Cavallo, Brendan Callahan, Jay Greenlinger, Kim Gregorchuk, Keith Henderson, Martin Klauss, Tony Knight, Dennis Kuykendall, Enoch Kwok, Sophia Limon, Maggie Rojas, Miguel Tabares, Tina Wang, Erik Warren

I. Call to Order

The meeting was called to order at 3:30 p.m.

II. Approval of January 7, 2019 Agenda

The Agenda was approved (As Noted Below)

III. Approval of Minutes

No exceptions taken to the issued minutes from December 3, 2018.

IV. Measure S Master Plan: Update on Measure S Subcommittee Meetings

V. Facility/Technology Subcommittee Reports

VI. Discussions and Actions:

A. "Measure S Bond Facility Projects - Discussion of Campus Fencing and Security Considerations"

- 1) Tony K. noted that the remaining safety and security fencing will be a priority for Red Oak, Oak Hills and Brookside.
 - a) Red Oak needs discussed installed chain link fence along the hillside slope where it will tie-into the residential ornamental iron fencing.
 - b) Oak Hills needs discussed include fencing between the Rancho Simi park and the campus and a plan for ornamental fencing and gates adjacent to the stairs at the NE and between the playground and park.

- c) Brookside needs replacement of the perimeter fencing. Plans for this work are being discussed to be added to the modular building project 18-21S. The Administration renovation project 17-47S includes ornamental iron fencing and crash-out gates that will close off the front of the campus.

B. Medea Creek Middle School

1) Project 17-35S MCMS Kitchen Improvements Project (#17-35S)

- a) Waisman Construction is on the board agenda for notice of completion at the January 15, 2018 Board Meeting.

2) ORCA 50 Food Waste Recycling Equipment

- a) The system has been installed. In-Service training tentatively scheduled for this week. Equipment will go into service following the training.

3) Project 18-21S Modular Building Additions

- a) Project documents were submitted to DSA on Dec. 19th.

4) Project 18-39S Administrative Building – Counselor Office Space Additions.

- a) The work was completed over the Holiday break.
- b) Remodel of the Administration front office are being discussed/planned to address the flow of traffic resulting from the Administration gate being locked.

5) Project 18-40S Crash-out Gates

- a) Gates are at the powder-coater, installation immediately following.

B. Brookside Elementary School

1) Project 17-47S: BES Administration Building

- a) Front end bid documents are being prepared by Balfour Beatty.

2) Project 18-18S: Modular Building Additions

- a) Project documents were submitted to DSA on Dec. 19th.

C. Oak Park High School

1) Applied Sciences CTE Grant Application

- a) CTE will advise if the grant was approved by Jan. 24th.

D. Oak Hills Elementary School

1) Project 18-19S Modular Building Project

- a) Latest schematic package has been approved by site committee. A follow up site committee meeting is being arranged.
- b) A school ground improvement design services proposal has been requested from Sharon Danks at Green Schoolyards America for the turf area North/NE campus.

2) PTF Proposed walking track

- a) Brianna will be providing a drawing of the proposed walking track at the Rancho Simi playfield for Rancho Simi District review.

E. Red Oak Elementary School

1) Project 18-20S Modular Building Project

- a) HED provided updated drawings prior to Holiday break. Adaptive Modular structural drawings due by month end.
- b) A school ground improvement design services proposal has been requested from Sharon Danks at Green Schoolyards America for the turf area south/SW campus.

F. Modular Building Repairs at BES, OHES, OPHS, MCMS, OVHS & ROES

- a) Phase 1 – Oak Hills Neighborhood School repairs (complete)
- b) Phase 2 – Project 18-41R: Misc. modular repair work in progress.
Scope: ROES #D56-58, R1-R4; MCMS T-1 (Ramp); OHES #19, #26, #21 & 22.
- c) Phase 3 – The Scope of Work is in review.
Scope: BES #211, 212, 311, 312, & (213-216 possibly removed in 18-21S); OPHS #16, #17 & H (two story); MCMS #E (two story & elev.); OVHS Science, Admin, Pupil Services & #101-#104.

G. King James Court Lot – Aerial Topographic Survey and Storm Water Pollution Prevention Plan

- a) Restoration program with CSUCI discussed which will include native plant restoration and game cameras is underway. Program will be utilized as outdoor classroom. Tony K. noted a \$5000 donation has been received.
- b) Aerial topography complete, SWPPP in progress. Survey notes showing a couple of plots encroaching which needs to be assessed by the District and potentially the JPA.
- c) No rain related issues at the property to report.

VII. TECHNOLOGY - DISCUSSION & ACTION ITEMS

- a) **Update Project 18-42S MCMS Art COW:** Due to Apple Computer price increases the Subcommittee approved proceeding with changing the equipment from the (20) MacBook Air computers, approved by the Board on October 15th, with (21) 12.9" iPad Pros The campus art department and the Tech Committee have approved the proposed change. This equipment change will be submitted for approval at the Board Meeting on Tuesday, January 15, 2019.
- b) The Committee approved a recommendation for action by the OPUSD Board of Education to ratify the attached proposal to add (7) iMac computers at the MCMS Tech Lab at the Board's meeting on Tuesday, January 15, 2019.

VIII. NEXT STEPS/FUTURE AGENDA TOPICS

Committee members are invited to suggest topics or issues for consideration, discussion, and/or action at future meetings

IX. Next Meeting – March 4th, April 1st, & May 6th, 2019

X. Adjournment - Meeting was adjourned at 4:30 pm



Consolidated Budget Status Report

Budgets versus Commitments and Expenditures for multiple Projects

Budget vs. Commitments and Expenditures

thru January 15, 2019

School/Project Name	Budget			Commitments		Expen
	Initial Budget	Approved Budget Changes	Total Budget	Total Commitments	Remaining Against Budget	Total Expenditures
Measure S Management						
Measure S General Planning Services	250,734	-	250,734	173,160	77,574	155,160
Measure S District Program Management Salaries	802,914	-	802,914	592,728	210,186	561,976
17-58S General Planning & Services	90,821	29,400	120,221	120,221	-	90,821
Measure S General CM Services	462,811	-	462,811	220,732	242,079	220,732
	1,607,280	29,400	1,636,680	1,106,841	529,839	1,028,689
Brookside Elementary School						
17-32S Security Fencing	87,750	(41,450)	46,300	58,490	(12,190)	58,490
17-42S Modernization Campus Wide	10,000	-	10,000	10,000	-	10,000
17-47S Administration Building DSA Cert.	748,857	280,722	1,029,579	144,081	885,498	97,222
18-08S Emergency Water Line Repairs	15,000	-	15,000	8,597	6,403	-
18-11S HVAC System Upgrade, BLDG 200 & 300	6,800	-	6,800	6,800	-	3,400
18-18S Classroom Replacement(4) Phase 1	4,034,802	-	4,034,802	341,963	3,692,839	247,919
	4,903,209	239,272	5,142,481	569,931	4,572,550	417,031
District Wide						
17-49S Security Badge System Upgrade	9,586	-	9,586	9,586	-	9,586
17-01S Solar Project	7,000,000	92,900	7,092,900	7,088,196	4,705	7,086,205
17-33S Ext. Campus Surveillance Cameras @ 6 Si	344,563	5,058	349,621	374,597	(24,976)	374,597
17-39S Landscape Improvements	19,000	1,417	20,417	19,000	1,417	19,000
18-22S Security Upgrades - PA System	14,669	-	14,669	14,669	-	14,206
18-26S Collaborative Furniture	200,000	-	200,000	184,542	15,458	184,542
18-38S Extended Care Facility Furniture & Equipmen	100,000	-	100,000	7,819	92,181	7,819
18-33S Solar Installation Maintenance Contract	270,374	-	270,374	270,374	-	23,106
	7,958,192	99,375	8,057,567	7,968,783	88,784	7,719,060
Measure S Management						
Measure S- PM/CM Software, Equipment & Supplies	251,000	-	251,000	170,680	80,320	167,808
	251,000	-	251,000	170,680	80,320	167,808
Medea Creek Middle School						
17-23S Roof Replacement	83,000	(22,684)	60,316	60,316	-	60,316
17-24S HVAC Replacement	276,810	61,435	338,245	331,787	6,458	331,787
17-36S Modernization Campus Wide	5,058	4,942	10,000	10,000	-	10,000
17-35S Kitchen Improvements	1,506,394	-	1,506,394	1,558,443	(52,049)	1,476,635
18-03S Security Fencing Parking Lot	42,630	-	42,630	42,630	-	42,630
18-07S Sidewalk and Handrail Installation, Buildin	26,937	-	26,937	26,937	-	26,937



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thru January 15, 2019

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18-21S Classroom Replacement	4,985,721	-	4,985,721	406,709	4,579,012	296,996
18-25S MPR High Roof Replacement	160,135	-	160,135	165,457	(5,322)	165,457
18-36S Library Wall Removal	3,500	-	3,500	3,500	-	3,500
18-39S Counseling Office Improvements & Additions	28,350	-	28,350	30,153	(1,803)	30,152
18-40S Safety/Security Gates	94,196	-	94,196	89,827	4,369	44,629
18-45S ORCA Food Waste Recycling Pilot Program	68,000	521	68,521	61,844	6,677	61,844
18-48S EV Charging Station	9,618	-	9,618	-	9,618	-
	7,290,349	44,214	7,334,563	2,787,603	4,546,961	2,550,883
Oak Hills Elementary School					-	
17-25S HVAC Replacement	143,189	(3,352)	139,837	133,652	6,184	133,652
17-38S Modernization Campus Wide	15,000	-	15,000	15,000	-	15,000
17-32S Security Fencing	50,000	(1,155)	48,845	48,845	-	48,845
18-19S Modernize Admin & Core Support Facilities	3,015,937	-	3,015,937	329,666	2,686,271	51,267
	3,224,126	(4,507)	3,219,618	527,163	2,692,455	248,764
Oak Park High School					-	
17-34S Security Lighting at Cul De Sac	375,000	(93,728)	281,272	283,134	(1,862)	283,134
17-28S Roof Replacement	125,000	(70,295)	54,705	54,705	0	54,705
17-27S HVAC Replacement	96,219	1,011	97,230	97,230	0	97,230
17-32S Security Fencing (Ornamental @ Stadium)	249,060	(50,226)	198,834	139,864	58,970	139,864
17-57S Safety Lighting	30,000	(5,109)	24,891	-	24,891	-
18-01S Football Field Fencing	56,370	-	56,370	56,370	-	56,370
18-02S Fencing Girls Varsity Softball Field	42,885	-	42,885	42,855	30	42,855
18-24S Safety Security Fencing @ Library & Gates	52,800	-	52,800	62,010	(9,210)	62,010
18-23S OPHS Stadium Safety Rail Repair	20,650	-	20,650	23,450	(2,800)	23,500
18-46S OPHS Stairs & Sidewalk-Athletic Facilities	117,838	4,245	122,083	122,083	-	92,167
	1,165,822	(214,102)	951,720	881,701	70,020	851,835
Red Oak Elementary School					-	
17-37S Modernization Campus Wide	10,000	-	10,000	10,000	-	10,000
17-32S Security Fencing	5,400	(1,540)	3,860	3,860	-	3,860
18-20S Modular Classroom Replacement	5,326,450	-	5,326,450	393,760	4,932,690	181,053
	5,341,850	(1,540)	5,340,310	407,620	4,932,690	194,913
TECH					-	
17-50S Next Gen CR/Flat Panel SMRT Display Pilot	35,000	1,532	36,532	48,120	(11,588)	48,120
18-12S Network File Server Refresh	125,000	-	125,000	124,500	500	124,500



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Budget vs. Commitments and Expenditures

thru January 15, 2019

School/Project Name	Budget			Commitments		Expen
	Initial Budget	Approved Budget Changes	Total Budget	Total Commitments	Remaining Against Budget	Total Expenditures
18-13S Purchase Staff Computers & Spare Device	55,000	-	55,000	37,272	17,728	37,272
18-14S Chromebook 1-to-1 Take Home Pilot 6 Grade	263,923	-	263,923	140,780	123,143	95,911
18-35S BES Chromebooks for Gr5	18,000	-	18,000	17,206	794	17,206
18-30S MCMS Library Computer Lab Refresh	47,000	-	47,000	37,106	9,894	37,106
18-31F 3-D Printers	31,500	-	31,500	26,371	5,129	26,371
18-28S DW Chromebook Refresh	250,000	-	250,000	209,943	40,057	209,943
18-29S Flat Panel Displays @ MCMS & OPHS	36,100	-	36,100	31,124	4,976	31,124
18-42S MCMS Computer on Wheels Laptops for Art Cla	30,000	-	30,000	-	30,000	-
18-43S DW Virtual Reality Pilot Program	6,000	-	6,000	-	6,000	-
18-44S I-Pad Refresh of K-2 Totes	325,000	-	325,000	301,669	23,331	301,669
18-49F iMacs for Tech Lab MCMS	10,000	-	10,000	-	10,000	-
	1,232,523	1,532	1,234,055	974,090	259,965	929,222
Totals	32,974,351	193,644	33,167,995	15,394,411	17,773,584	14,108,206

Site Plan

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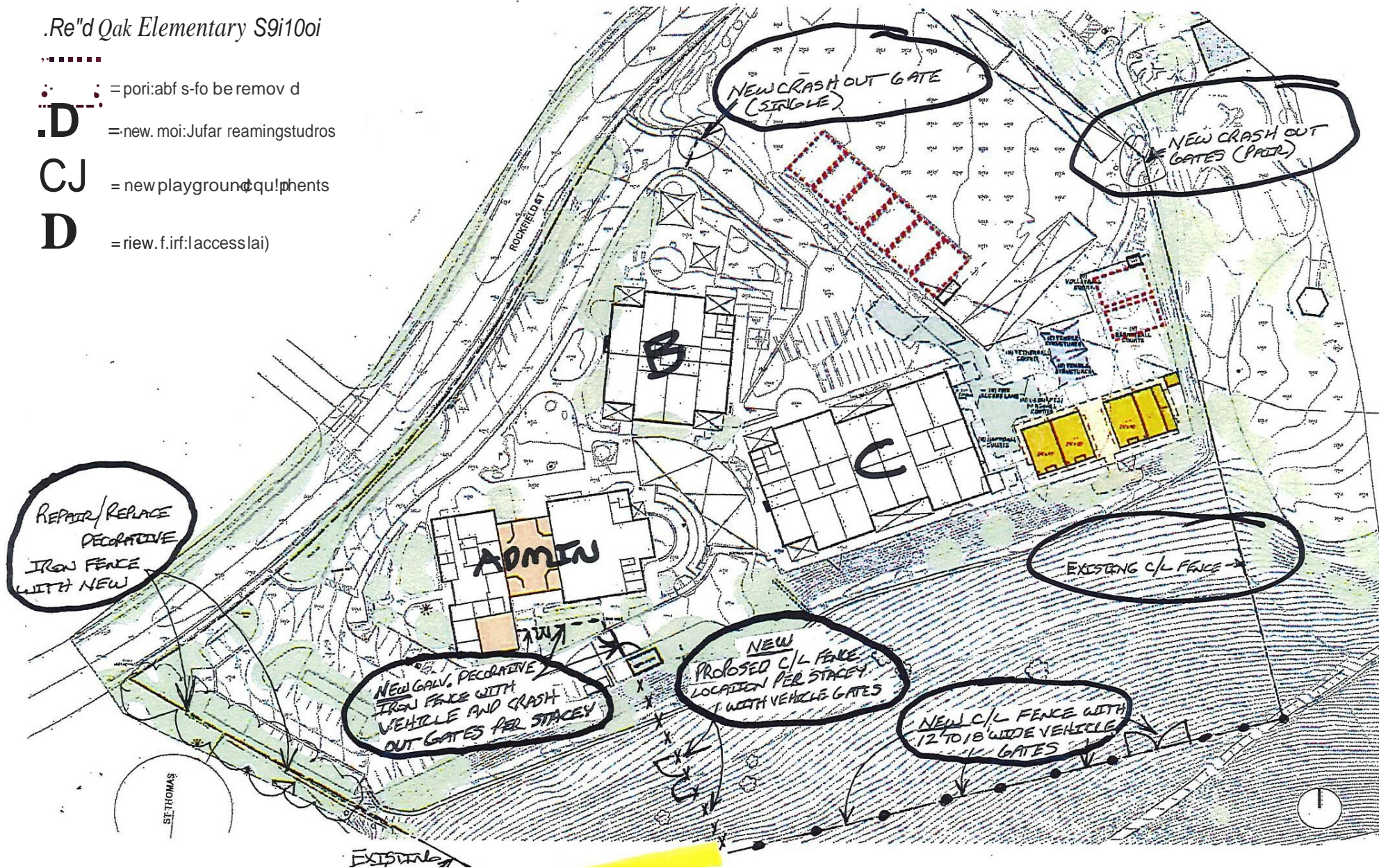
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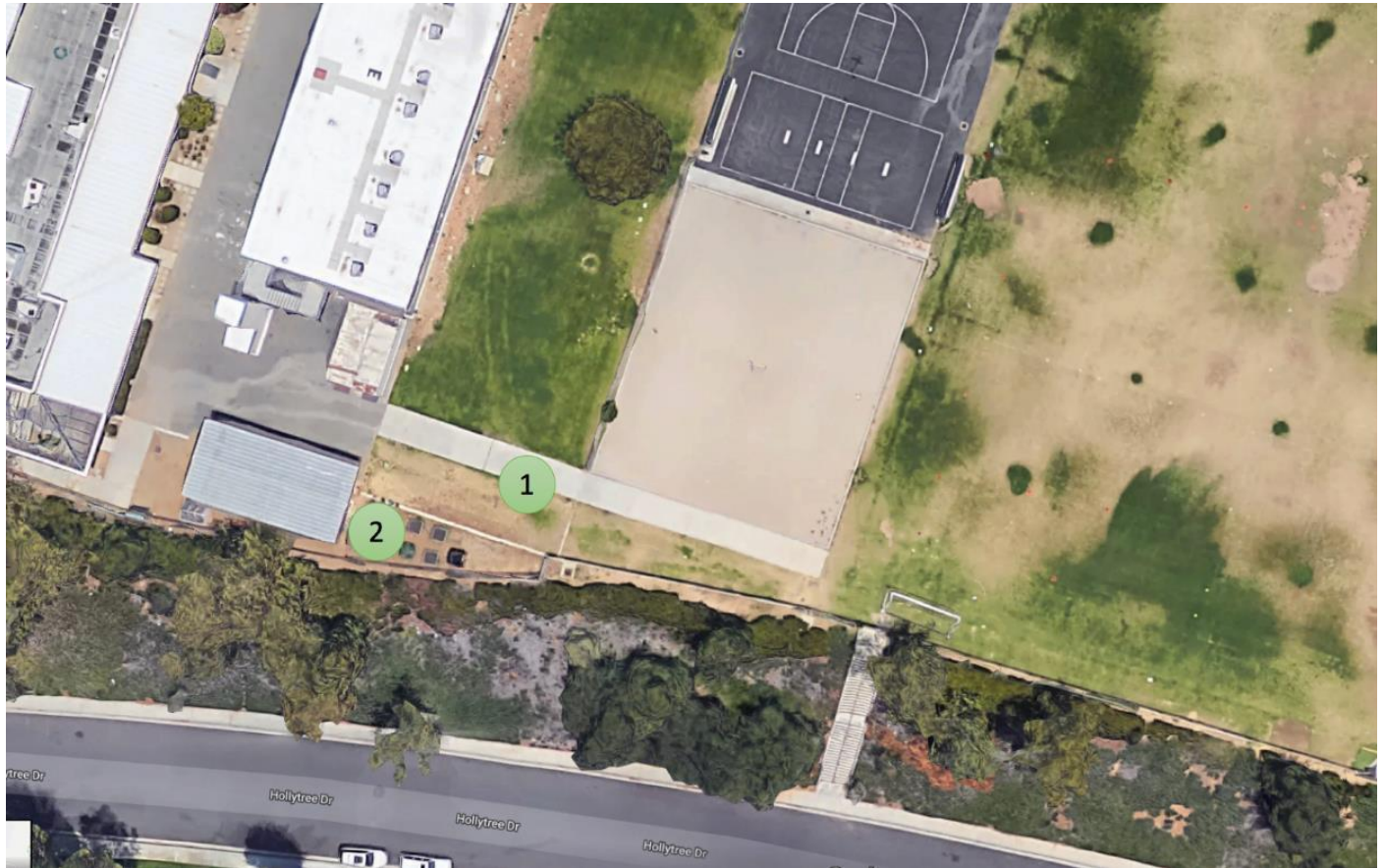
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= new playground qu!phents

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The photo below shows school's desired areas for potential placement)Incorporating area for a 22' diameter greenhouse dome at MCMS - <https://geodesic-greenhouse-kits.com/>





**CALIFORNIA DEPARTMENT
OF EDUCATION**

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

TONY THURMOND
STATE SUPERINTENDENT OF
PUBLIC INSTRUCTION

January 24, 2019

School Site: Oak Park High School
Sector: Engineering and Architecture
Score of Project: 115.0 / 141
Passed

Dr. Anthony Knight, Superintendent
Oak Park Unified School District
Oak Park, CA 91377

Dear Dr. Anthony Knight:

Subject: Career Technical Education (CTE) Bond Application Results

Congratulations to the school staff, students, teachers, parents, business partners, key stakeholders and community, for preparing a CTE plan that can be considered for funding under the CTE Facilities Program (Education Code 17078.72).

Your application received a score of 115.0 out of 141.

This letter does not constitute funding approval. The next step is to submit an Application for CTE Facilities Funding (Form SAB 50-10) to the Office of Public School Construction (OPSC) for funding consideration no later than Friday, February 15, 2019. Be sure to include a copy of this approval letter as part of your application to the OPSC. The scope and budget of the project submitted to OPSC must be consistent with the application approved by the California Department of Education (COE). For more information, you may contact your OPSC Project Manager at 916-376-1771, or go to the OPSC Web site at <http://www.opsc.dgs.ca.gov>.

If your application is selected to be funded, the architectural plans for your project may require approval by the COE School Facilities and Transportation Services Division and/or DGS Division of the State Architect. For more information about the application and approval processes for each agency, please refer to the

Dr. Anthony Knight, Superintendent
January 24, 2019
Page 2

following websites: <http://www.cde.ca.gov/ls/fa/sf/planreview.asp> and <http://www.dgs.ca.gov/dsa/Home.aspx>. If the application is not selected for funding, you may resubmit your GTE application for the next round of funding.

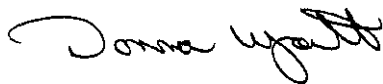
You may appeal the score results. Appeals shall be limited to the grounds that the COE failed to correctly apply the standards for reviewing the application as specified in this application. A letter from the district superintendent shall be required indicating the nature of the appeal must be received (not postmarked) by 5:00 p.m., Friday, February 1, 2019.

If you wish to file an appeal, submit a letter to:

Career Technical Education Application Review Team
School Facilities and Transportation Services Division
California Department of Education
1430 N Street, Suite 1201
Sacramento, CA 95814

If you have questions or need further assistance regarding the application process, please call Fred Yeager, School Facilities and Transportation Services Division, at (916) 322-2470. If you have questions specific to the GTE portion of the process, please call Michelle McIntosh, Career and College Transition Division, at (916) 322-5050.

Sincerely,



Donna Wyatt
Director
Career and College Transition Division

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Juan Mireles
Director
School Facilities and
Transportation Services Division

DW/JM:jg

Application Log No. 1391

Hughes General Engineering, Inc.
P.O. Box 2293, Camarillo, CA 93011
License No. 644816-A
(805) 642-7700 Fax (805) 642-7711
Email: hughesgeinc@gmail.com
DIR Registration # 1000003556



PROPOSAL AND CONTRACT

To: Oak Park Unified School District

Date: January 2, 2019

Phone:

Fax:

Email: bcallahan@opusd.org

Attn: ~~Brendan Callahan~~

Subject to the terms hereof, We hereby agree to furnish all labor, materials, and equipment for the Completion in a good and workmanlike manner, Of the work described below:

Description of Property: Oak Hills Elementary School

1010 Kanan Road -

Oak Park

Street Address

City

County

Description of Work: Install approximately 24 lf. Of trench drain. Connect to existing DI Inlet.

20 lf away. Install approximately 232 sq.ft. of new ADA sloped concrete.

A-C patch back as necessary.

This Proposal is Based on Prevailing Wages.

\$ 12,400.00

TOTAL PROPOSAL PER ATTACHED BREAKDOWN AND EXCLUSIONS:

Exclusions: Fees for Permit, Bonds, Inspection, Engineering, Surveying, Staking, Special metal imbeds, Testing for soils or materials, Water, Water metering, Dewatering of any kind, Digging, Handling or disposal of rock, Hard to handle material or hazardous materials, Grading or export of footing material, Digging or backfill of plumbing or Electrical trenches.

Note: This proposal, Including terms & conditions and any attachments hereto, Is made a part of any contract entered into. Initial the attached terms and conditions. Progress billing will be made on the 25th day of each month with payment due by the 10th of the following month. Any retention withheld shall be paid within 30 days following the completion of our work. Any alterations or deviation from the above specification involving extra cost of material or labor will only be executed upon written orders for same and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. This Proposal is valid 30 days only. Void if not accepted within the specified time.

Respectfully Submitted:

By:

Jeff Hughes, President

Hughes General Engineering, Inc.

Date:

ACCEPTANCE

You are hereby authorized to finish all materials and labor required to complete the work described in the above proposal, for which I/We agree to pay the contract price mentioned in this proposal and according to the terms thereof. I/We have read and agreed to the provisions contained hereto and in any attachments hereto which are made a part hereof and are described as:

Accepted:

Date:

Contractors are required by law to be licensed and registered by the contractors state license board which has jurisdiction to investigate complaints against contractors, If a complaint is filed within 3 years of the date alleged violation. Any questions concerning a contractor may be referred to the register, Contractors State board, P.O. Box 26000, Sacramento, CA 95826.

P.O. Box 2293
Camarillo, Ca. 93011
(805) 642-7700 Fax (805) 642-7711
License No. 644816-A

Oak Hills Elementary School at Rooms 10 and 11

SPECIFIC SCOPE OF WORK:

- 1) Install approximately 24 lf. Of trench drain.
- 2) Connect to existing DI Inlet, 20 lf away.
- 3) Install approximately 232 sq.ft. of new ADA sloped concrete
- 4) A-C patch back, as necessary

TOTAL: **\$12,400.00**

SPECIAL CONDITIONS & EXCLUSIONS IN ADDITION TO ATTACHED EXCLUSION LIST:

No testing
No inspections
No landscape or irrigation
No permits
Need complete access to site

TERMS AND CONDITIONS

1. ACCEPTANCE

Until this form has been countersigned by the Seller, or Seller's authorized agent or officer, at Seller's business office, it shall be deemed only a proposal; signature by Seller's estimator does not constitute execution by Seller. In the event that this proposal shall be countersigned by Seller prior to signing by Buyer, then the proposal shall remain in force for ten (10) days only, and shall not become a contract until a copy signed to Buyer is delivered to Sell's office within said ten (10) days period. This contract shall be conclusively deemed to have properly executed by both parties, however, when a copy hereof has been signed by Buyer, counter-signed by Seller and Seller commences work here on and/or materials deliveries.

2. ENTIRE AGREEMENT AND AMENDMENTS

This agreement contains the entire agreement between the parties, and there are no representations, agreements, warranties, or guaranties either expressed or implied, except as contained herein. This agreement may only be amended in writing signed by the parties, or their authorized agents.

3. GUARANTEE

All concrete paving is hereby guaranteed for a period of one year from date of completion, subject to the provisions of this paragraph set forth below. If on the reverse side of this contracts, it shall be indicated that any other work or materials have guaranteed, or in the event that from other reasons on cause it shall be found that the Seller has guaranteed any work/or materials, then such guarantee shall also be subject to the following express terms:

III Such guarantee is limited to a guarantee that such work has been done in a work like manner.

III Such guarantee is limited to a period of one year from date of completion.

III Such guarantee is upon the condition that the work is put to only natural, ordinary and proper uses, and the burden of the proof shall be upon Buyer to show such uses were natural, ordinary and proper.

III The Seller shall take no responsibility, and any such guarantee shall not cover or extend to any failures of or defects in the work which were caused by defective and/or improper work and/or slow preparation, by the Buyer or other contactors or subcontractors under the Buyer, or for defects or damage occasioned by storm, rain, flood, vandalism, or other acts beyond the control of the Seller. In the event of dispute upon this matter, the burden of proof shall be upon the Buyer to show that such failure or defects or damage in the work were not occasioned by the work of others or by the God as foresaid. In the event that the contract on the reverse hereof provides for the use of weed killer and guaranteed the results of such use, then such guarantee applies only to surface weeds. Any deep rooted weed plant or other growth are not guaranteed killed, unless expressly set out to the contrary on the contract on the reverse side.

4. ACCEPTANCE OF WORK

Any payment made under this agreement shall constitute an acknowledgement that Seller has satisfactory performed its part of the agreement as of the date of payment. Unless Buyer shall give notice in writing to Seller to the contrary within 30 days after delivery of performance of work, all materials or work delivered or performed shall be deemed accepted as satisfactory by Buyer.

5. FEES AND CHARGES

Unless otherwise agreed on the face hereof, Buyers shall obtain and pay for all inspection fees and permits in connection with this contract.

6. ACTS OF GOD, ETC.

Delay or damaged caused by strike, acts of God, wars, riots, law, ordinance, or order of any agency, government or municipality, or other causes beyond the reasonable control of Seller, shall excuse or extend Seller's performance, at Seller's election, and Seller shall not be responsible for damage therefore. Any loss to Seller caused from said damages or delay shall be chargeable to Buyer for the additional work or materials caused by such damage or delay at Seller's prevailing rate.

7. COLLECTION

In the event Seller shall institute any action to collect any amounts due under this contract or to enforce the contract, Buyer agrees to pay reasonable attorney fees and expenses incurred by Seller, as fixed by the court, in addition to all sums herein provided.

8. ASSIGNMENT

Seller reserves the right to transfer and assign this contract or subcontract any portion of its work hereunder to any corporation, partnership, or individual, which seller may designate.

9. PLANS AND SPECIFICATIONS

All Plans and/or specifications for the job, which have been delivered to Seller at the time of execution of this contract, are made a part of this agreement. Compliance by Seller with such plans and/or specifications shall constitute full performance. Seller may demand that any change in plans or specifications be made in writing and must be agreed to by Seller. Notwithstanding anything to the contrary herein, Seller may also rely on upon verbal instructions of Buyer, his agents, engineer or architects. This contract price shall be adjusted to reflect such written or verbal changes, and in the amount is not agreed to, it shall be on the basis of the Seller's prevailing charge therefore.

10. DAMAGE TO UNDERGROUND INSTALLATIONS

Seller shall not be liable for damage to underground pipe, conduit, cesspools, septic tanks, sidewalks, and approach aprons, or other installations which are visible, or which are not indicated on the plans or specifications, and Buyer shall hold Seller harmless against any such claim.

11. PAYMENTS

All work completed in any one month will be billed by the 25th of said month with payment of 95% due by the 10th of the following month. The remaining 5% (retention) is due and payable not later than 35 days from completion of our contract items of work. Time materials (Rental) if required, to be paid in full monthly, with no retention held. Interest at the rate of 1 ½% per month shall be charged on all overdue accounts.

12. GRADES

Seller may rely on grades or elevations established by others and any additional cost resulting from a change in grade or elevation shall be charged to Buyer at Seller's prevailing rate for such work. Unless otherwise specified, rough grade shall be a grade within two-tenths of a foot or finished sub-grade, and for fine grading shall mean grading between rough grades finished sub-grades. If the rough grading and/or the fine grading has been done by others, and further fine grading and/or rough grading is necessary, the Seller shall be paid extra thereof, and an extra charge shall be made for excess dirt to be hauled away or fill to be brought in, all according to Seller's prevailing rate.

13. Termination

It is mutually agreed that this contract may not be cancelled prior to the commencement of the work, without the written consent of Seller, unless at the time of cancellation a sum equal to twenty (20%) percent of the contract price shall be paid by Buyer to Seller, said amount to be liquidated damages, and Buyer to be liable therefore, and such liquidated damages are hereby fixed by the parties in view of the fact that actual damages would not be ascertainable. After the commencement of work this contract may only be cancelled by the mutual agreement of Seller and Buyer.