

OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501



BOARD OF TRUSTEES

Mrs. Veronica Robles-Solis, President
Mr. Albert "Al" Duff Sr., Clerk
Mrs. Debra M. Cordes, Member
Mr. Ernest "Mo" Morrison, Member
Mr. Denis O'Leary, Member

ADMINISTRATION

Dr. Cesar Morales
District Superintendent
Dr. Jesus Vaca
Assistant Superintendent,
Human Resources & Support Services
Dr. Nancy J. Carroll
Interim Assistant Superintendent,
Educational Services
Ms. Lisa Cline
Assistant Superintendent,
Business & Fiscal Services

SPECIAL BOARD MEETING

Wednesday, April 22, 2015

6:00 p.m.

Call to Order: _____

Members Present: _____

Members Absent: _____

***NOTE:** In accordance with requirements of the Americans with Disabilities Act and related federal regulations, individuals who require special accommodation, including but not limited to an American Sign Language interpreter, accessible seating or documentation in accessible formats, should contact the Superintendent's office at least two days before the meeting date.

Persons wishing to address the Board of Trustees on any agenda item may do so by completing a "**Speaker Request Form**" and submitting the form to the **Asst. Supt. of Human Resources (Dr. Vaca)**. The Speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

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Oxnard School District
Special Board Meeting

1. *Open Meeting*

6:00 PM

2. *Pledge of Allegiance to the Flag*

3. *Adoption of Agenda*

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

4. *Public Comment/Opportunity for Members of the Public, Parents, PTA/PTO, to Address the Board* (3 minutes each speaker)

Public Comment provides the public with an opportunity to address the Board on any item on the agenda. Speakers are requested to limit their remarks to three (3) minutes. The Board shall limit the total time for Public Comment on each subject to fifteen (15) minutes. The Board may consider extending the total time per subject upon the request of a Board Member and the consent of the Board.

The Board may not deliberate or take any action on items raised during this portion of the meeting that are not on the agenda.

The Board particularly invites comments from parents of students in the Oxnard School District.

5. *Consideration and Approval of Amendment No. 001 to Construction Services Agreements #13-198, #13-199, #13-200, #13-201, #13-202, #13-203, #13-204 and #13-205 with Vanir Construction Management (Cline/Gutierrez/CFW)*

It is the recommendation of the Assistant Superintendent of Business & Fiscal Services and the Executive Director of Facilities Planning, Engineering and Operations, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Amendment No. 1 to Construction Services Agreements #13-198, #13-199, #13-200, #13-201, #13-202, #13-203, #13-204 and #13-205 and the Guaranteed Maximum Price (GMP) thereto.

Public
Comment:
Presentation:
Moved:
Seconded:
Board
Discussion:
Vote:

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

6. *Adjournment*

Moved:
Seconded:
Vote:

DR. CESAR MORALES
District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Service Center, 1051 So. 'A' Street, Oxnard, California, by 5:00 PM on Monday, April 20, 2015.

BOARD AGENDA ITEM

Name of Contributor(s): Cline/Gutierrez/CFW

Date of Meeting: 04/22/15

STUDY SESSION _____
CLOSED SESSION _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____
SECTION D: ACTION X _____
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

CONSIDERATION AND APPROVAL OF AMENDMENT NO.001 TO CONSTRUCTION SERVICES AGREEMENTS: #13-198, #13-199, #13-200, #13-201, #13-202, #13-203, #13-204, #13-205 AND THE GUARANTEED MAXIMUM PRICE (GMP) THERETO (Cline/Gutierrez/CFW)

The Board of Trustees is being asked to consider a modification to Project No.1 consisting of eight Construction Services Agreements, and the Guaranteed Maximum Prices contained therein, totaling \$331,529.33 for science classrooms and kindergarten improvements to twenty-two classrooms at eight District sites. The amount will be funded from the remaining Project Budget and the Measure “R” Program Reserve. A portion of this total, in the amount of approximately \$133,360, is eligible for reimbursement to the District through the State Facilities Program Grant applications pending before the Office of Public School Construction. A final reconciliation for Project No. 1 will be included in the Six-Month Update to the District’s Facilities Implementation Program.

On April 16, 2014 The Board of Trustees adopted Resolution No. 12-31 selecting Vanir Construction Management (“Vanir”) as Lease Leaseback Entity for the completion of Project No. 1: Kindergarten and Science Reconfigurations (“Project”) at eight school sites, including Brekke, Chavez, Curren, Fremont, Haydock, Kamala, McAuliffe and Ritche. The focus of Project No. 1 was to facilitate the District-wide grade reconfiguration by providing modernized 21st Century science classrooms at the K-8 sites and providing additional Kindergarten classrooms where needed to accommodate the Extended Day Kindergarten program.

The District negotiated, and the Board adopted eight (8) separate Guaranteed Maximum Price (“GMP”) Agreements, one for each school site, for the modernization project. The GMP Agreements were negotiated consistent with the Project budgets established in the Board adopted Facilities Implementation Program.

The Project agreements were designated as follows: Brekke Elementary School (Construction Services Agreement #13-198); Chavez Elementary School (Construction Services Agreement #13-199); Curren Elementary School (Construction Services Agreement #13-200); Fremont Intermediate School (Construction Services Agreement #13-201); Haydock Intermediate School (Construction Services Agreement #13-202); Kamala Elementary School (Construction Services Agreement #13-203); McAuliffe Elementary School (Construction Services Agreement #13-204); and, Ritche Elementary School (Construction Services Agreement #13-205).

The Project schedule had a required window of forty (40) calendar days to complete the project over the summer break. The Project, twenty-two (22) classrooms at eight (8) different sites, required a high level of coordination and supervision. The District was aware that any unforeseen circumstances would impact the construction schedule.

During the period of construction, Vanir encountered a number of major unforeseen circumstances including, water & mold intrusion, hazardous material abatement issues, termite repairs, additional work required by the Division of State Architect through its Inspector of Record, and conditions that varied from the As-Built plans provided by the District to the Architect of Record. These items were discussed during the various board reports and in the Semi-Annual Report presented in December 2014. Many of the issues that presented themselves were not readily apparent from the initial inspections of the site.

Notwithstanding these issues, the Project was completed in time for the children to move into the classrooms on August 20, 2014, the first day of school. While some finish work was completed in the weeks that followed, the rooms were fully functional during the first week of school. Within 15 days of the first day of classes, the Project was declared substantially complete and a punch list of items was created for final Project Close-out.

Today, six of the eight school sites are closed-out. Ritchen remains open in order to complete an additional classroom, an SDC Room that was not originally contemplated as a part of Project No. 1. Fremont also remains open for the completion of a minor punchlist item.

Vanir has submitted a request for compensation related to the unforeseen circumstances and for owner controlled changes. The request of \$331,529.33 for unforeseen circumstance and for owner controlled changes during construction has been reviewed and is recommended for approval.

The following table reflects a break-down of the additional cost for the unforeseen and additional work required at each of the individual school sites:

School Site	Total GMP Contract Amount	Additional Scope of Work
Brekke	\$193,185.00	\$9,072.31
Chavez	\$481,519.00	\$22,733.04
Curren	\$443,498.00	\$14,527.77
Fremont	\$1,196,025.00	\$136,569.00
Haydock	\$669,423.00	\$54,397.96
Kamala	\$448,635.00	\$9,360.81
Mcauliffe	\$198,277.00	\$36,554.73
Ritchen	\$279,971.00	\$48,313.71
Totals:	\$3,910,533.00	\$331,529.33

The following is a brief summary of the unforeseen circumstances, owner requested changes and additional work performed at each site:

Brekke Elementary School Site

The Brekke Elementary School project consisted of the reconfiguration of existing 1st grade classroom #5 into a kindergarten classroom with a student restroom and a new teacher work room.

The additional scope at Brekke included encountering a shear wall that was not shown on the plans and the required addition of additional shear to an adjacent wall to compensate for the work required to the shear wall. This was additional work required by the DSA inspector of record ("IOR"). Additionally, District staff requested that the contractor repair and/or replace fabric tackboards to improve the overall performance of the classroom. The additional scope was warranted and the contractor performed the work as requested by the IOR and the District.

Chavez K-8 School Site

The Chavez K-8 School project consisted of the reconfiguration of three (3) existing classrooms into two (2) larger science labs to accommodate the K-8 science academic program, including 200 square feet of prep room space to service the new science labs.

The additional scope at Chavez includes the relocation of waste vent line and the rerouting of duct work from the first floor to the second floor in the P2P building due to the discovery of a conflict with waste lines that were not shown on the District's As-Built plans for the building. The additional scope also included unforeseen repairs to drywall damage that resulted from the demolition of tackboard and District requested additional repairs and replacement of fabric tackboard in the classrooms.

Curren K-8 School Site

The Curren K-8 School project consisted of the reconfiguration of three (3) existing classrooms into two (2) larger science labs, including 200 square feet of prep room space to service the two labs, to accommodate the K-8 science academic program.

The additional scope at Curren includes the relocation of waste vent line and the rerouting of duct work from the first floor to the second floor in the P2P building due to the discovery of a conflict with waste lines that were not shown on the District's As-Built plans for the building. The additional scope also included District requested additional repairs and replacement of fabric tackboard in the classrooms and the replacement of lighting ballasts and bulbs for compliance with the District's energy program.

Fremont Middle School Academy Site

The Fremont Middle School Academy project consisted of the modernization of the existing science wing located in Building 800, including the reconfiguration of eight (8) existing science labs/classrooms into six (6) larger science labs, conversion of an existing classroom into a science classroom, and enhancement of an additional existing classroom into a digital arts technology lab.

The Fremont project additional scope consisted of a number of unforeseen circumstances that are consistent with modernizing an old building. These include:

- Abatement of asbestos pipe at fire connection in Glenwood Dr.;
- Replacement and repair of electrical panel in building 7 required by the IOR;
- Above wall fire stopping and drywall required by the IOR;
- Restroom wall framing repair discovered on demolition;
- Added pop-outs on shear wall for monitor mounts required by DSA for ADA compliance;
- Owner requested reconfiguration of Room 809 3-D printer room;
- Unforeseen acoustical ceiling soffit changes required by the IOR;
- Drywall repairs necessary after tackboard demolition;
- Plaster soffit demolition and repair for fire sprinkler changes required by IOR;
- Owner requested additional EMS sensors and door switches;
- Owner requested additional repair and installation to roofing; and,
- Added heat detectors and fire alarm devices required by the IOR;

Haydock Middle School Academy Site

The Haydock Middle School Academy project consisted of the enhancement of two (2) existing science labs and one (1) existing science classroom and the reconfiguration of a portion of an existing tech lab into an SDC classroom and a Piano Lab.

The additional scope of work at Haydock consisted of rerouting a fire line around a sewer line that was discovered after trenching. Like at other sites, the IOR required repairs above the walls for fire stopping and additional drywall work. Additionally, the District requested refinishing of existing plaster walls that were not part of the original scope of work as well as the replacement of the carpet in building 1000. Vanir also encountered termite damage in the 400 building requiring treatment and repair work. Finally, the District requested repairs and replacement to fabric tackboard and repairs to asphalt and a ramp behind building 1000.

Kamala K-8 School Site

The Kamala K-8 School site project consisted of the reconfiguration of three (3) existing classrooms into two (2) larger science labs to accommodate the K-8 science academic program, including the construction of 200 square feet of prep room space to service the new science labs.

The Kamala project scope was modified to include District requested replacement of thermostat and motion sensors and repairs and replacement to the fabric tackboards. Additionally, Vanir was required to relocate condensate lines that were not shown in the District's As-Built plans.

McAuliffe Elementary School Site

The original scope of work at McAuliffe Elementary school consisted of the conversion of regular classrooms to kindergarten classrooms, with teacher workspace and restroom. The project also included relocating the janitor's closet.

The McAuliffe project required the removal of a concrete slab in the restroom that was not shown in the District's As-Built plans. The District also requested repairs and replacement of the fabric tackboards.

Ritchen Elementary School Site

The Ritchen Elementary School project consisted of the reconfiguration of an existing SDC classroom into a kindergarten classroom with a student restroom and teacher work room accessible from the classroom. To achieve the educational specification, a portion of the adjacent classroom was repurposed into a resource room.

The Ritchen project required additional work because Vanir encountered mold behind the casework that was removed. The mold was remediated and repairs were required to the wall and remaining cabinets. The District also requested additional lath and plaster repairs to the lower front wall of the school. Other minor repairs were added to the scope of the work, including repairs and replacement of tackable surfaces, replacement of old and worn carpeting and minor repairs to plaster and ceiling tiles.

FISCAL IMPACT:

The additional scope of work identified herein totals \$331,529.33 and is being funded from the remaining Project Budget and the Measure "R" Program Reserve.

RECOMMENDATION:

- * It is the recommendation of the Assistant Superintendent of Business and Fiscal Services and the Executive Director of Facilities Planning, Engineering, and Operations, in consultation with CFW, that the BOARD OF TRUSTEES APPROVE AMENDMENT NO. 1 TO CONSTRUCTION AGREEMENTS NUMBERS 13-198 through 13-205.

ADDITIONAL MATERIAL(S):

Amendment No. 1 to Construction Services Agreement Nos. 13-198, 13-199, 13-200, 13-201, 13-202, 13-203, 13-204, AND 13-205

GOALS:

- ***Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites***

**AMENDMENT NO. 1 TO CONSTRUCTION
SERVICES AGREEMENT NO. 13-198**

The Construction Services Agreement No. 13-198 (“Agreement”) entered into on May 7, 2014, by and between the Oxnard School District (“District”) and Vanir Construction Management, Inc. (“Contractor”), is hereby amended by the Parties as set forth in this Amendment No. 1 to Construction Services Agreement No. 13-198 (“Amendment”).

1.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The Parties hereby agree to adjust and amend the GUARANTEED MAXIMUM PRICE (“GMP”) from One Hundred Ninety-Three Thousand One Hundred Eighty-Five Dollars and No Cents to Two Hundred Two Thousand Two Hundred Fifty-Seven Dollars and Thirty-One Cents to include additional scope of work that was either not contemplated, unforeseen or the result of owner controlled changes occurring after the establishment of the Estimated GMP. The additional scope of work is identified herein pursuant to the amendments Section 11 of the Agreement


SECTION 11. EXTRA WORK/MODIFICATIONS

The additional work resulting from unforeseen circumstances or owner controlled changes requested after the execution of the Agreement consist of the work detailed in PCO Nos. 1-002, 1-004, 1-005, 1-006, 1-008, 1-009, 1-010, and 1-011 submitted by Vanir as modified through the approval process and maintained by the District as a part of its Project File. Those PCOs are incorporated herein by reference as if restated in full for all purposes.

The Parties agree that the work identified herein constitutes all of the additional scope, changes or modifications arising out of this Agreement. Contractor waives any and all further compensation or claims related to the work performed under this Agreement.


IN WITNESS WHEREOF, the Parties hereto have subscribed their names to this Amendment No. 1 and represented that each has authority to do so on the dates set forth below.

OXNARD SCHOOL DISTRICT

By: 
Dr. Cesar Morales, Superintendent

4-20-15
Date

VANIR CONSTRUCTION MANAGEMENT, INC.

By: 
John Kuprenas, President

25 March 2015
Date

**AMENDMENT NO. 1 TO CONSTRUCTION
SERVICES AGREEMENT NO. 13-199**

The Construction Services Agreement No. 13-199 ("Agreement") entered into on May 7, 2014, by and between the Oxnard School District ("District") and Vanir Construction Management, Inc. ("Contractor"), is hereby amended by the Parties as set forth in this Amendment No. 1 to Construction Services Agreement No. 13-199 ("Amendment").

1.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The Parties hereby agree to adjust and amend the GUARANTEED MAXIMUM PRICE ("GMP") from Four Hundred Eighty-One Thousand Five Hundred and Nineteen Dollars and No Cents to Five Hundred Four Thousand Two Hundred Fifty-Two Dollars and Four Cents to include additional scope of work that was either not contemplated, unforeseen or the result of owner controlled changes occurring after the establishment of the Estimated GMP. The additional scope of work is identified herein pursuant to the amendments Section 11 of the Agreement

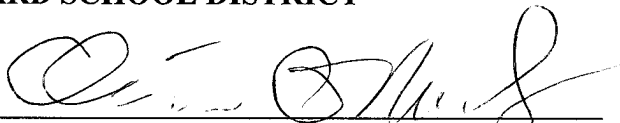
SECTION 11. EXTRA WORK/MODIFICATIONS

The additional work resulting from unforeseen circumstances or owner controlled changes requested after the execution of the Agreement consist of the work detailed in PCO Nos. 2-001, 2-002, 2-003, 2-004, 2-005, 2-007, 2-008, 2-010, 2-011, 2-012, 2-013, 2-014, 2-015, 2-016, 2-017, 2-018, 2-020r1, and 2-021 submitted by Vanir as modified through the approval process and maintained by the District as a part of its Project File. Those PCOs are incorporated herein by reference as if restated in full for all purposes.

The Parties agree that the work identified herein constitutes all of the additional scope, changes or modifications arising out of this Agreement. Contractor waives any and all further compensation or claims related to the work performed under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have subscribed their names to this Amendment No. 1 and represented that each has authority to do so on the dates set forth below.


OXNARD SCHOOL DISTRICT

By: 

Dr. Cesar Morales, Superintendent

1-20-15
Date

VANIR CONSTRUCTION MANAGEMENT, INC.

By: 

John Kuprenas, President

25 March 2015
Date

**AMENDMENT NO. 1 TO CONSTRUCTION
SERVICES AGREEMENT NO. 13-200**

The Construction Services Agreement No. 13-200 (“Agreement”) entered into on May 7, 2014, by and between the Oxnard School District (“District”) and Vanir Construction Management, Inc. (“Contractor”), is hereby amended by the Parties as set forth in this Amendment No. 1 to Construction Services Agreement No. 13-200 (“Amendment”).

1.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The Parties hereby agree to adjust and amend the GUARANTEED MAXIMUM PRICE (“GMP”) from Four Hundred Forty-Three Thousand Four Hundred Ninety-Eight Dollars and No Cents to Four Hundred Fifty-Eight Thousand Twenty Five Dollars and Seventy-Seven Cents to include additional scope of work that was either not contemplated, unforeseen or the result of owner controlled changes occurring after the establishment of the Estimated GMP. The additional scope of work is identified herein pursuant to the amendments Section 11 of the Agreement


SECTION 11. EXTRA WORK/MODIFICATIONS

The additional work resulting from unforeseen circumstances or owner controlled changes requested after the execution of the Agreement consist of the work detailed in PCO Nos. 3-002, 3-004, 3-006, 03-007, 3-008, 3-010, 3-011, 3-012, 3-013, 3-014, 3-015, 3-016, and 3-017 submitted by Vanir as modified through the approval process and maintained by the District as a part of its Project File. Those PCOs are incorporated herein by reference as if restated in full for all purposes.

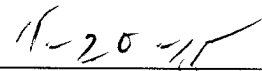
The Parties agree that the work identified herein constitutes all of the additional scope, changes or modifications arising out of this Agreement. Contractor waives any and all further compensation or claims related to the work performed under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have subscribed their names to this Amendment No. 1 and represented that each has authority to do so on the dates set forth below.

OXNARD SCHOOL DISTRICT


By: 

Dr. Cesar Morales, Superintendent

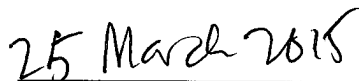


Date

VANIR CONSTRUCTION MANAGEMENT, INC.

By: 

John Kuprenas, President



Date

**AMENDMENT NO. 1 TO CONSTRUCTION
SERVICES AGREEMENT NO. 13-201**

The Construction Services Agreement No. 13-201 ("Agreement") entered into on May 7, 2014, by and between the Oxnard School District ("District") and Vanir Construction Management, Inc. ("Contractor"), is hereby amended by the Parties as set forth in this Amendment No. 1 to Construction Services Agreement No. 13-201 ("Amendment").

1.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The Parties hereby agree to adjust and amend the GUARANTEED MAXIMUM PRICE ("GMP") from One Million One Hundred Ninety-Six Thousand Twenty-Five Dollars and No Cents to One Million Three Hundred Thirty-Two Thousand Five Hundred Ninety-Four Dollars and No Cents to include additional scope of work that was either not contemplated, unforeseen or the result of owner controlled changes occurring after the establishment of the Estimated GMP. The additional scope of work is identified herein pursuant to the amendments Section 11 of the Agreement

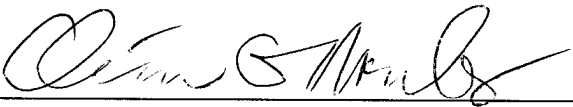
SECTION 11. EXTRA WORK/MODIFICATIONS

The additional work resulting from unforeseen circumstances or owner controlled changes requested after the execution of the Agreement consist of the work detailed in PCO Nos. 4-001, 4-002, 4-004, 4-005, 4-006, 4-007, 4-008, 4-009, 4-011, 4-013, 4-015, 4-017, 4-018, 4-019, 4-020, 4-022, 4-023, 4-024, 4-025, 4-026, 4-029, 4-030, 4-031, 4-032, 4-033, 4-034, 4-036, 4-037, 4-038, 4-040, 4-041, 4-042, 4-044, 4-045, 4-046, 4-047, 4-048, 4-049, 4-050, 4-052r1, 4-055, and 4-056 submitted by Vanir as modified through the approval process and maintained by the District as a part of its Project File. Those PCOs are incorporated herein by reference as if restated in full for all purposes.

The Parties agree that the work identified herein constitutes all of the additional scope, changes or modifications arising out of this Agreement. Contractor waives any and all further compensation or claims related to the work performed under this Agreement.

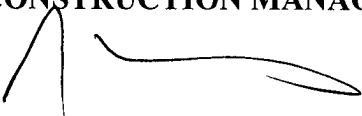
IN WITNESS WHEREOF, the Parties hereto have subscribed their names to this Amendment No. 1 and represented that each has authority to do so on the dates set forth below.

OXNARD SCHOOL DISTRICT

By: 
Dr. Cesar Morales, Superintendent

4-20-15
Date

VANIR CONSTRUCTION MANAGEMENT, INC.

By: 
John Kuprenas, President

25 March 2015
Date

**AMENDMENT NO. 1 TO CONSTRUCTION
SERVICES AGREEMENT NO. 13-202**

The Construction Services Agreement No. 13-202 ("Agreement") entered into on May 7, 2014, by and between the Oxnard School District ("District") and Vanir Construction Management, Inc. ("Contractor"), is hereby amended by the Parties as set forth in this Amendment No. 1 to Construction Services Agreement No. 13-202 ("Amendment").

1.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The Parties hereby agree to adjust and amend the GUARANTEED MAXIMUM PRICE ("GMP") from Six Hundred Sixty-Nine Thousand Four Hundred Twenty-Three Dollars and No Cents to Seven Hundred Twenty-Three Thousand Eight Hundred Twenty Dollars and Ninety-Six Cents to include additional scope of work that was either not contemplated, unforeseen or the result of owner controlled changes occurring after the establishment of the Estimated GMP. The additional scope of work is identified herein pursuant to the amendments Section 11 of the Agreement


SECTION 11. EXTRA WORK/MODIFICATIONS

The additional work resulting from unforeseen circumstances or owner controlled changes requested after the execution of the Agreement consist of the work detailed in PCO Nos. 5-001-, 5-003, 5-005, 5-007, 5-008, 5-009, 5-010, 5-011, 5-012, 5-013, 5-014, 5-015, 5-016, 5-018, 5-019, 5-020, 5-021, 5-022, 5-024, 5-025, 5-026, and 5-027 submitted by Vanir as modified through the approval process and maintained by the District as a part of its Project File. Those PCOs are incorporated herein by reference as if restated in full for all purposes.

The Parties agree that the work identified herein constitutes all of the additional scope, changes or modifications arising out of this Agreement. Contractor waives any and all further compensation or claims related to the work performed under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have subscribed their names to this Amendment No. 1 and represented that each has authority to do so on the dates set forth below.


OXNARD SCHOOL DISTRICT

By: 

Dr. Cesar Morales, Superintendent

4-20-15
Date

VANIR CONSTRUCTION MANAGEMENT, INC.

By: 

John Kuprenas, President

25 March 2015
Date

**AMENDMENT NO. 1 TO CONSTRUCTION
SERVICES AGREEMENT NO. 13-203**

The Construction Services Agreement No. 13-203 (“Agreement”) entered into on May 7, 2014, by and between the Oxnard School District (“District”) and Vanir Construction Management, Inc. (“Contractor”), is hereby amended by the Parties as set forth in this Amendment No. 1 to Construction Services Agreement No. 13-203 (“Amendment”).

1.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The Parties hereby agree to adjust and amend the GUARANTEED MAXIMUM PRICE (“GMP”) from Four Hundred and Forty-Eight Thousand Six Hundred Thirty-Five Dollars and No Cents to Four Hundred Fifty-Seven Thousand Nine Hundred Ninety-Five Dollars and Eighty-One Cents to include additional scope of work that was either not contemplated, unforeseen or the result of owner controlled changes occurring after the establishment of the Estimated GMP. The additional scope of work is identified herein pursuant to the amendments Section 11 of the Agreement


SECTION 11. EXTRA WORK/MODIFICATIONS

The additional work resulting from unforeseen circumstances or owner controlled changes requested after the execution of the Agreement consist of the work detailed in PCO Nos. 6-002, 6-003, 6-004, 6-005, 6-006, 6-007, 6-008, 6-009, 6-010, 6-011, and 6-012 submitted by Vanir as modified through the approval process and maintained by the District as a part of its Project File. Those PCOs are incorporated herein by reference as if restated in full for all purposes.

The Parties agree that the work identified herein constitutes all of the additional scope, changes or modifications arising out of this Agreement. Contractor waives any and all further compensation or claims related to the work performed under this Agreement.

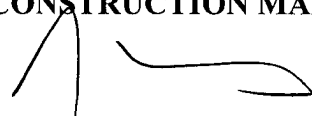
IN WITNESS WHEREOF, the Parties hereto have subscribed their names to this Amendment No. 1 and represented that each has authority to do so on the dates set forth below.

OXNARD SCHOOL DISTRICT

By: 
Dr. Cesar Morales, Superintendent

4-20-15
Date

VANIR CONSTRUCTION MANAGEMENT, INC.

By: 
John Kuprenas, President

25 March 2015
Date

**AMENDMENT NO. 1 TO CONSTRUCTION
SERVICES AGREEMENT NO. 13-204**

The Construction Services Agreement No. 13-204 ("Agreement") entered into on May 7, 2014, by and between the Oxnard School District ("District") and Vanir Construction Management, Inc. ("Contractor"), is hereby amended by the Parties as set forth in this Amendment No. 1 to Construction Services Agreement No. 13-204 ("Amendment").

1.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The Parties hereby agree to adjust and amend the GUARANTEED MAXIMUM PRICE ("GMP") from One Hundred Ninety-Eight Thousand Two Hundred Seventy-Seven Dollars and No Cents to Two Hundred Thirty-Four Thousand Eight Hundred Thirty-One Dollars and Seventy-Three Cents to include additional scope of work that was either not contemplated, unforeseen or the result of owner controlled changes occurring after the establishment of the Estimated GMP. The additional scope of work is identified herein pursuant to the amendments Section 11 of the Agreement


SECTION 11. EXTRA WORK/MODIFICATIONS

The additional work resulting from unforeseen circumstances or owner controlled changes requested after the execution of the Agreement consist of the work detailed in PCO Nos. 7-001, 7-004, 7-005, 7-006, and 7-007 submitted by Vanir as modified through the approval process and maintained by the District as a part of its Project File. Those PCOs are incorporated herein by reference as if restated in full for all purposes.

The Parties agree that the work identified herein constitutes all of the additional scope, changes or modifications arising out of this Agreement. Contractor waives any and all further compensation or claims related to the work performed under this Agreement.

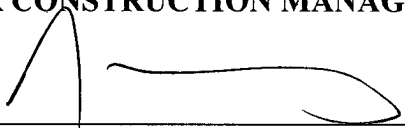
IN WITNESS WHEREOF, the Parties hereto have subscribed their names to this Amendment No. 1 and represented that each has authority to do so on the dates set forth below.

OXNARD SCHOOL DISTRICT

By: 
Dr. Cesar Morales, Superintendent

4-20-15
Date

VANIR CONSTRUCTION MANAGEMENT, INC.

By: 
John Kuprenas, President

25 March 2015
Date

**AMENDMENT NO. 1 TO CONSTRUCTION
SERVICES AGREEMENT NO. 13-205**

The Construction Services Agreement No. 13-205 (“Agreement”) entered into on May 7, 2014, by and between the Oxnard School District (“District”) and Vanir Construction Management, Inc. (“Contractor”), is hereby amended by the Parties as set forth in this Amendment No. 1 to Construction Services Agreement No. 13-205 (“Amendment”).

1.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The Parties hereby agree to adjust and amend the GUARANTEED MAXIMUM PRICE (“GMP”) from Two Hundred Seventy-Nine Thousand Nine Hundred Seventy-One Dollars and No Cents to Three Hundred Twenty-Eight Thousand Two Hundred Eighty-Four Dollars and Seventy-One Cents to include additional scope of work that was either not contemplated, unforeseen or the result of owner controlled changes occurring after the establishment of the Estimated GMP. The additional scope of work is identified herein pursuant to the amendments Section 11 of the Agreement


SECTION 11. EXTRA WORK/MODIFICATIONS

The additional work resulting from unforeseen circumstances or owner controlled changes requested after the execution of the Agreement consist of the work detailed in PCO Nos. 8-001, 8-003, 8-006, 8-008, 8-011, 8-012, 8-014, and 8-015 submitted by Vanir as modified through the approval process and maintained by the District as a part of its Project File. Those PCOs are incorporated herein by reference as if restated in full for all purposes.

The Parties agree that the work identified herein constitutes all of the additional scope, changes or modifications arising out of this Agreement. Contractor waives any and all further compensation or claims related to the work performed under this Agreement.

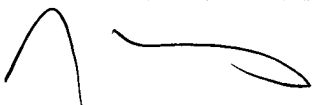
IN WITNESS WHEREOF, the Parties hereto have subscribed their names to this Amendment No. 1 and represented that each has authority to do so on the dates set forth below.

OXNARD SCHOOL DISTRICT

By: 
Dr. Cesar Morales, Superintendent

4-20-15
Date

VANIR CONSTRUCTION MANAGEMENT, INC.

By: 
John Kuprenas, President

25 March 2015
Date